



Supplemental Information

**CONTRACT DOCUMENTS
FOR THE CONSTRUCTION OF**

NEW ARFF/SRE BUILDING – PHASES 2 & 3 (ARFF/SRE Building Package)

ITHACA TOMPKINS INTERNATIONAL AIRPORT



**TOWN OF LANSING
TOMPKINS COUNTY, NEW YORK**



**FAA AIP NO. 3-36-0047-095-2021 (D)
FAA AIP NO. 3-36-0047-____-2026 (C)**

NYSDOT PROJECT NO. 3A02.xx (C)

MARCH 2026

VOLUME 1 OF 2

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NYSDOT PROJECT NO. 3A02.xx(C)



**C&S ENGINEERS, INC.
499 COL. EILEEN COLLINS BOULEVARD
SYRACUSE, NEW YORK 13212**

Thomas J. Horth, P.E. – NYSPE License No. 082027

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

**Notice to Bidders/Interested Persons
Tompkins County
Ithaca Tompkins International Airport**

The County of Tompkins hereby gives notice that proposals for construction of **New ARFF/SRE Building – Phases 2 & 3** project will be accepted up until **2:00 pm on April 16, 2026**. Responses to this RFP and any other required documents shall be submitted online through the Tompkins County website at: <https://www.tompkinscountyny.gov/All-Departments/Finance-Department/Purchasing-Division> This will take you to Bidnet Direct where the IFB information is posted for the public. Bidders who do not have, or cannot obtain, internet access must contact the Purchasing Division, (607) 274-5500 for further bid submission instructions.

A non-mandatory pre-bid meeting has been scheduled for **March 26, 2026, at 1:00pm** in order to review the specific requirements of this contract. The meeting will be held in the conference room of the Airport Administration and Crash Fire/Rescue Building located at 72 Brown Road, Ithaca, NY.

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- Certification of Lower Tier Contractors Regarding Debarment
- Certification of Lobbying and Influencing Federal Employees
- Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions
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New SRE/ARFF Building – Phase 2 & 3**
General Contract Bid Sheet

Item Number	Bid Item	Lump Sum Price In Words	Lump Sum Price
GCB-1	General Construction – Base Bid [SRE Building]		\$
GCA-1	General Construction – Add Alt. Bid No. 1 [ARFF Building]		\$
ALG-1	Temporary Restroom Facility Rental Allowance	FIFTY THOUSAND DOLLARS AND ZERO CENTS	\$50,000.00
GC-1	Total Bid – General Contract incl. Base Bid plus Add Alt. Bid No. 1 plus Allowance ALG-1		\$

**Ithaca Tompkins International Airport
New SRE/ARFF Building – Phase 2 & 3
Mechanical Contract Bid Sheet**

Item Number	Description	Lump Sum Price In Words	Lump Sum Price
MCB-1	Mechanical Construction – Base Bid [SRE Building]		\$
MCA-1	Mechanical Construction – Add Alt. Bid No. 1 [ARFF Building]		\$
ALM-1	Temporary Heating Utility Allowance	FIFTY THOUSAND DOLLARS AND ZERO CENTS	\$50,000.00
MC-1	Total Bid – Mechanical Contract incl. Base Bid plus Add Alt. Bid No. 1 plus Allowance ALM-1		\$

**Ithaca Tompkins International Airport
New SRE/ARFF Building – Phase 2 & 3
Electrical Contract Bid Sheet**

Item Number	Description	Lump Sum Price In Words	Lump Sum Price
ECB-1	Electrical Construction – Base Bid [SRE Building]		\$
ECA-1	Electrical Construction – Add Alt. Bid No. 1 [ARFF Building]		\$
ECA-2	Electrical Construction – Add Alt. Bid No. 2 [Backup Generator]		\$
ALE-1	Electrical Utility Allowance	FIFTY THOUSAND DOLLARS AND ZERO CENTS	\$50,000.00
EC-1	Total Bid – Electrical Contract incl. Base Bid plus Add Alt. Bid No. 1 plus Add Alt. Bid No. 2 plus Allowance ALE-1		\$

**Ithaca Tompkins International Airport
New SRE/ARFF Building – Phase 2 & 3
Plumbing Contract Bid Sheet**

Item Number	Description	Lump Sum Price In Words	Lump Sum Price
PCB-1	Plumbing Construction – Base Bid [SRE Building]		\$
PCA-1	Plumbing Construction – Add Alt. Bid No. 1 [ARFF Building]		\$
PC-1	Total Bid – Plumbing Contract incl. Base Bid plus Add Alt. Bid No. 1		\$

PROPOSAL
NEW ARFF/SRE BUILDING – PHASE 2
(ARFF/SRE Building Package)

AT
ITHACA TOMPKINS INTERNATIONAL AIRPORT
ITHACA, NEW YORK

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

Documents to Submit With Proposal:

Attachment A:

- Tompkins County Certification
- Anti-Discrimination Clause
- County of Tompkins General Conditions Non-Collusion Certificate
- Tompkins County Request for Qualification – Submission Instructions
- Tompkins County Request for Qualification – Terms & Conditions
- Iranian Energy Sector Divestment
- County of Tompkins General Conditions - Bidder's Statement of Sexual Harassment

Attachment B: Insurance Requirements

Attachment C: Tompkins County Vendor Responsibility Questionnaire

Bid Proposal Sheet(s)

Federal Contract Provisions:

Non-Collusive Bidding Certificate

Resolution for Corporate Bidders

Buy American Certification

Certifications:

- Certification of Offeror/Bidder Regarding Debarment
- Certification of Lower Tier Contractors Regarding Debarment
- Certification of Lobbying and Influencing Federal Employees
- Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions
- Trade Restriction Certification
- Certification Regarding Domestic Preferences for Procurements

Bidder's Statement of Previous Contracts Subject to EEO Clause as Described in Special Provisions to the General Provisions, Section SP 70-23, subsection A-12

Certification for Receipt of Addenda

Statement of Surety's Intent

Iranian Energy Sector Divestment Statement

Certification of Compliance with the Iran Divestment Act

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PROPOSAL
FOR THE
NEW ARFF/SRE BUILDING – PHASE 2
(ARFF/SRE Building Package)
AT
ITHACA TOMPKINS INTERNATIONAL AIRPORT
ITHACA, NEW YORK

TO: Tompkins County Purchasing Department
125 East Court Street
Second Floor
Ithaca, New York 14850

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 ten percent (10%) of the total amount of the bid; 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 15 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.

BIDDER, IF AN INDIVIDUAL:

BY: _____
(Printed Name)

(Signature)

COMPANY NAME: _____

ADDRESS: _____

PHONE NO: _____

DATE: _____

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

BY: _____
(Printed Name)

(Signature)

COMPANY NAME: _____

ADDRESS: _____

PHONE NO: _____

DATE: _____

**PARTNER'S
NAME:** _____

**PARTNER'S
NAME:** _____

**BUSINESS
ADDRESS:** _____

**BUSINESS
ADDRESS:** _____

**PARTNER'S
NAME:** _____

**PARTNER'S
NAME:** _____

**BUSINESS
ADDRESS:** _____

**BUSINESS
ADDRESS:** _____

BIDDER, IF A CORPORATION OR LLC:

BY: _____
(Printed Name & Title)

(Signature)

**CORPORATION
NAME:** _____

ADDRESS: _____ **(SEAL)**

**STATE OF CORPORATION
CHARTER:** _____

PHONE NO: _____

DATE: _____

**PRESIDENT'S
NAME:** _____

**BUSINESS
ADDRESS:** _____

**SECRETARY'S
NAME:** _____

**BUSINESS
ADDRESS:** _____

**TREASURER'S
NAME:** _____

**BUSINESS
ADDRESS:** _____

ATTACHMENTS TO PROPOSAL

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

Non-Collusive Bidding Certificate

Resolution for Corporate Bidders

Buy American Certification

Certifications:

- Certification of Offeror/Bidder Regarding Debarment
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Bid/Proposal Sign-Off Sheet

NON-COLLUSIVE BIDDING CERTIFICATE

The Signer of this Bid declares:

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

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

Affix Seal
if Principal
is Corporation

BIDDER: _____

BY: _____

TITLE: _____

STATE OF NEW YORK)
SS:
COUNTY OF _____)

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

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

_____;

_____; that he/she is the _____

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

NOTARY PUBLIC

MY COMMISSION EXPIRES:

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

RESOLUTION FOR CORPORATE BIDDERS

RESOLVED, that _____ be authorized
(Name of Officer)

to sign and submit the bid or proposal of this corporation for the following project:

NEW ARFF/SRE BUILDING – PHASE 2 (ARFF/SRE Building Package)

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.)

BUY AMERICAN CERTIFICATION

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws (Per Executive Order 14005 “Made in America Laws” means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to “Buy America” or “Buy American,” that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.), U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA’s Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA’s Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

**CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE –
CONSTRUCTION PROJECTS**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter “X”.

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing iron, steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

- d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
- b) To faithfully comply with providing U.S. domestic products.
- c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- d) Certify that all construction materials used in the project are manufactured in the U.S.

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

- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

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

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

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

Date

Signature

Company Name

Title

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

CERTIFICATIONS**BIDDER'S NAME:** _____**ADDRESS:** _____**TELEPHONE NO.:** _____ **FAX NO.** _____**IRS EMPLOYER IDENTIFICATION NUMBER:** _____**CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT**

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

* * * * *

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

* * * * *

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* * * * *

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

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

Note

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

Term Definitions

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

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

* * * * *

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

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

* * * * *

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

Printed Name & Title: _____

Signature: _____

Date: _____

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

CERTIFICATION FOR RECEIPT OF ADDENDA

Receipt of the following Addenda is acknowledged:

ADDENDUM NO.: _____

DATED: _____

ADDENDUM NO.: _____

DATED: _____

ADDENDUM NO.: _____

DATED: _____

(Firm or Corporation Making Bid)

(Signature of Authorized Person)

P.O. Address: _____

Dated: _____

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

STATEMENT OF SURETY'S INTENTTO: **Tompkins County** _____We have reviewed the bid of _____
(Contractor)of _____
(Address)for the _ **NEW ARFF/SRE BUILDING - PHASE 2** _____project for which bids will be received on: _____
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to 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.)**

IRANIAN ENERGY SECTOR DIVESTMENT STATEMENT

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

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

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

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

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

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

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

I, _____, being duly sworn, deposes and says

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

SIGNED

SWORN to before me this

_____ day of _____, 20____

Notary Public: _____

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

BIDDER'S LIST COLLECTION FORM

The sponsor is required by CFR Title 49, Subtitle A, Part 26, subpart A, § 26.11(c) to collect bidders list information from all bidders at the time of bid submittal. The data must be collected for all firms who bid as **prime contractors or subcontractors** (successfully or not).

As such, it is the responsibility of the bidder to complete the following information for **their company and all firms that provided a quote** as a condition of submitting a proposal for this project. The sponsor will consider incomplete information to be an irregular proposal.

Airport Name: **Ithaca Tompkins International Airport** AIP No. 3-36-0047-
20 (C)

Project Name: **NEW ARFF/SRE BUILDING - PHASE 2**

Bidders and potential subcontractors / suppliers Information:

Firm Name	Firm Address (including ZIP code)	DBE or Non-DBE Status	NAICS Code(s) of Scope(s) Bid	Age of Firm	Annual Gross Receipts
				☐ Less than 1 year ☐ 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than \$1 million ☐ \$1-3 million ☐ \$3-6 million ☐ \$6-10 million ☐ Over \$10 million
				☐ Less than 1 year ☐ 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than \$1 million ☐ \$1-3 million ☐ \$3-6 million ☐ \$6-10 million ☐ Over \$10 million

				☐ Less than 1 year ☐ 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than \$1 million ☐ \$1-3 million ☐ \$3-6 million ☐ \$6-10 million ☐ Over \$10 million
				☐ Less than 1 year ☐ 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than \$1 million ☐ \$1-3 million ☐ \$3-6 million ☐ \$6-10 million ☐ Over \$10 million
				☐ Less than 1 year ☐ 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than \$1 million ☐ \$1-3 million ☐ \$3-6 million ☐ \$6-10 million ☐ Over \$10 million
				☐ Less than 1 year ☐ 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than \$1 million ☐ \$1-3 million ☐ \$3-6 million ☐ \$6-10 million ☐ Over \$10 million
				☐ Less than 1 year ☐ 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than \$1 million ☐ \$1-3 million ☐ \$3-6 million ☐ \$6-10 million ☐ Over \$10 million

If additional space is needed, copy this form and submit with your original proposal.

This form must list all firms (including bidder) that supplied a quote (successful or not) and submitted with the proposal.

SMALL BUSINESS PARTICIPATION UTILIZATION PLAN

(Submit this form and attach one letter of intent for each small business subcontractor, supplier or manufacturer that you are committed to utilizing on this project.)

AIRPORT NAME: **Ithaca Tompkins International Airport**PROJECT NAME: **NEW ARFF/SRE BUILDING - PHASE 2**

NAME OF BIDDERS FIRM:

STREET ADDRESS:

CITY _____ STATE _____ ZIP CODE _____

PRINTED NAME OF SIGNER:

EMAIL ADDRESS:

TOTAL BID AMOUNT: _____

SMALL BUSINESS UTILIZATION SUMMARY

Small Business Firm	Scope of Work	Committed Amount

SMALL BUSINESS PARTICIPATION COMMITMENT: _____

Affirmation:

The undersigned hereby assures that the information included herein is true and correct, and that the Small Business firm(s) listed on the attached Letter of Intent Forms have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this plan may be made without prior approval from the Airport.

By: _____

Signature of Bidder's Representative_____
Title

**SMALL BUSINESS PARTICIPATION
LETTER OF INTENT FORM**

(Submit one letter of intent for each small business subcontractor, supplier or manufacturer)

PROJECT NAME/LOCATION: **NEW ARFF/SRE BUILDING - PHASE 2 / Ithaca****Tompkins International Airport**

NAME OF BIDDER'S FIRM:

STREET ADDRESS:

CITY: _____ STATE: _____ ZIP CODE: _____

NAME OF SMALL

BUSINESS: _____

STREET ADDRESS:

CITY: _____ STATE: _____ ZIP CODE: _____

CONTACT PERSON:

EMAIL ADDRESS:

PROOF OF SMALL BUSINESS ELIGIBILITY: *(CHECK ONE AND ATTACH TO THE LOI)*

____ Certification Included:

Or

____ Verification of Gross Revenue form

CLASSIFICATION (Check one):

____ PRIME CONSULTANT ____ SUBCONSULTANT ____ JOINT VENTURE

____ PRIME CONTRACTOR ____ SUBCONTRACTOR ____ MANUFACTURER

____ BROKER ____ SUPPLIER/DEALER ____

SUPPLIER/DISTRIBUTOR

DESCRIPTION OF WORK ITEMS TO BE PERFORMED:

NAICS	Scope of Work to be performed	Dollar Value

The undersigned small business firm affirms that it is ready, willing and able to perform the amount and type of work as described above and has provided proof they meet the requirements of a small business as outlined in the sponsors DBE program.

NAME: _____ DATE: _____

Signature of Small Business's Authorized Representative

SMALL BUSINESS VERIFICATION FORM

The SPONSOR will presume that a business is a “small business” or “small business concern” for purposes of this Program if the business is a for-profit enterprise, considering that they are within the size standards set forth by 49 CFR 26.65(b) <https://www.transportation.gov/DBEsizestandards>, and that is either:

- DBE or ACDBE Certified; or
- An eligible participant of federal Small Business Administration (SBA) programs, which may include businesses certified as disadvantaged, minority-owned, women-owned, or emerging small businesses, Section 8(a) Business Development, Small Disadvantaged, and HUBZone. The SBA maintains an online listing of eligible, participating small businesses; or
- Certified by a public agency other than those listed above and meets a size standard that is no greater than the SBA size standard, which standard must be a criterion for certification or participation in that public agency program.

If you cannot provide documentation verifying your certification as a Small Business, please complete the following section.

Name Of Small

Business: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Name Of Preparer: _____ Title: _____

Email Address: _____

Committed Amount: \$ _____ NAICS

Codes _____

Scope of Work: _____

List the firm's total gross receipts for the past five years.

YEAR	TOTAL RECEIPTS
	\$
	\$
	\$
	\$
	\$

If a small business is awarded a contract, the firm must provide proof of its small business status. If no certification is available, the small business must provide verifiable gross receipts in order to be counted toward participation. In lieu of full tax returns, the first page of each year's federal

business tax return will be accepted, provided it includes a complete summary of the firm's gross receipts.

By signing this form, the preparer affirms that the information provided is accurate, complete, and reflects the current status of the firm.

Signature of Small Business: _____
Owner or Authorized Representative

Printed Name: _____ Date: _____
(This form must be completed and submitted with the Proposal.)

SAFETY PLAN COMPLIANCE DOCUMENT (SPCD) CERTIFICATIONProject Location: Ithaca Tompkins International AirportProject Name: NEW ARFF/SRE BUILDING - PHASE 2

Contractor's Official Name: _____

Contact Person: _____ Telephone: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Certification Statement:

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

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

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

Printed Name of Signer_____
Signature_____
Title_____
Date**(This form must be completed and submitted with the Proposal.)**

BID/PROPOSAL SIGN-OFF SHEET**BID/PROPOSAL TITLE: New ARFF/SRE Building – Phase 2 (ARFF/SRE Building)**

Please check off and sign for items below and submit this required sheet with your bid/proposal response; the bid/proposal may be rejected if the required documents are not included with the response.		DONE	INITIALS
1.	Upload Copy of completed Proposal Forms enclosed, including Federal certifications, Certification for Receipt of Addenda (if issued), and 10% Bid Bond to BidNet.		
2.	Mail or hand deliver One (1) Original and One (1) Copy of completed Proposal Forms enclosed, including Federal certifications, Certification for Receipt of Addenda (if issued), and original 10% Bid Bond in a sealed envelope to the following address for receipt within 2 business days of bid opening: Ithaca Tompkins International Airport Attn: Ms. Roxan Noble, Airport Director 72 Brown Road Ithaca, NY 14850 Label the envelope: <i>"Proposal for New ARFF/SRE Building – Phase 2 (ARFF/SRE Building)"</i>		

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 County, and;
4. The respondent will be held responsible for any and all discrepancies, errors, etc. in the discounts or rebates which are discovered during the contract term or up to and including three (3) fiscal years following the County's annual audit.
5. 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

 Company Address

 Telephone

 Email

 Remit to address (if different than above)

Signature of Authorized Person: _____

Date: _____

END OF PROPOSAL

**CONTRACT FORM
[SAMPLE]**

THIS AGREEMENT is dated as of _____ in the year _____ by and between the Tompkins County, a New York State municipal corporation, having an address at 125 East Court Street, Ithaca, New York 14850 (hereinafter called Owner) and _____, having an address at _____ (hereinafter called Contractor).

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

ARTICLE 1 - WORK

Contractor shall provide all services and equipment, and complete all Work as specified and indicated in the [New ARFF/SRE Building – Phases 2 & 3 Project](#) Contract.

ARTICLE 2 - CONTRACT TIMES

- 2.1 **Contract Time.** The Work shall be substantially complete within the Contract Time, which shall be defined as one (1) year from the date noted on the original CONTRACT FORM.
- 2.2 **Damages for Delay in Completion.** If the Work is uncompleted after the Contract Time, including all extensions and adjustments in accordance with the General Conditions, Owner may elect to cancel order or seek liquidated damages as stated in the General Conditions.

ARTICLE 3 - CONTRACT PRICE

- 3.1 The Owner will pay Contractor for completion of the Work in accordance with the Contract for the _____ in the amount of _____ hereby identified as the Contract Price, as shown in the Contractor's Proposal, with discrepancies corrected in accordance with the General Conditions, if applicable.

ARTICLE 4 - PAYMENT PROCEDURES

- 4.1 **Partial Payments.** Partial payments will be made at least once per month based on the Engineer's estimate in accordance with General Provisions Section 90, "Measurement and Payment". Progress payments will be made in accordance with General Provision Section 90-06, "Partial Payments".
- 4.2 **Retainage.** From the total of the amount determined to be payable on a partial payment, the amount specified in General Provisions Section 90-06, "Partial Payments", will be deducted and retained by the Owner until the final payment is made.
- 4.3 **Final Payment:** Final payment will be made in accordance with General Provisions Section 90-09, "Acceptance and Final Payment".
- 4.4 **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 90-13, "Lien Law".

ARTICLE 5 - CONTRACTOR'S REPRESENTATIONS

In executing this Agreement, Contractor makes the following representations:

- 5.1 Contractor has examined and carefully studied the Contract including Addenda.
- 5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Contract. Contractor acknowledges that such reports and drawings are not part of the Contract and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract with respect to Underground Facilities at or contiguous to the site. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract.
- 5.5 Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract.
- 5.6 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract and all additional examinations, investigations, explorations, tests, studies and data with the Contract.
- 5.7 Contractor has given Design Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract and the written resolution thereof by the Design Engineer is acceptable to Contractor, and the Contract is generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 5.8 If this Project utilizes multiple prime contracts, the Contractor has examined the Contract for all prime contracts and has acquired sufficient knowledge of the required work of the other prime contractors to the extent that Contractor clearly understands his own obligations and responsibilities relative to the other prime contracts.

ARTICLE 6 - CONTRACT

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

- 6.1 The Proposal with discrepancies corrected.
- 6.2 This Contract Form.

6.3 The Contractor's Performance Bond and Payment Bond.

6.4 The Contractor's Certificates of Insurance.

6.5 The Notice of Award and Notice to Proceed.

6.6 The General Provisions and the Technical Specifications, which are a part of the Contract.

6.7 The Contract Drawings as listed in the Table of Contents.

6.8 Addenda listed below:

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

6.9 There are no documents other than those listed above in this Article 6. The Contract may only be modified by Supplement Agreement.

ARTICLE 7 - MISCELLANEOUS

7.1 Terms used in this Agreement shall have the meanings in the General Provision Section 10, "Definition of Terms".

7.2 No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

7.3 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract.

7.4 Any provision or part of the Contract held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner or Contractor, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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

OWNER

Jessi Schmeiske
Tompkins County Risk & Compliance Administrator

(SEAL)

CONTRACTOR:

(Company Name)

(SEAL)

(Signature)

(Printed Name)

(Printed Title)

(ACKNOWLEDGMENT OF OFFICER OF OWNER)

STATE OF NEW YORK

COUNTY OF TOMPKINS

} SS:

On the _____ day of _____ in the year 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared Jessi Schmeiske, 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 he/she/they 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 NEW YORK

COUNTY OF _____

} SS:

On the _____ day of _____ in the year 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) at _____

_____,
that _____ he/she/they is(are) the _____ of

_____,
the corporation described in and which executed the above instrument; and that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he/she/they signed his/her/their name(s) thereto by like authority.

Notary Public

(ACKNOWLEDGMENT OF CONTRACTOR, IF OTHER THAN A CORPORATION)

STATE OF _____ }
COUNTY OF _____ } SS:

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

Notary Public

(CERTIFICATE OF OWNER'S ATTORNEY)

I, the undersigned, _____, the duly authorized and acting legal representative of the Owner, do hereby certify as follows:

I have examined the foregoing Contract and surety bond and the manner of execution thereof, and I am of the opinion that each of the aforesaid Agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said Agreements on behalf of the respective parties named therein; and that the foregoing Agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Owner's Attorney

Date

END OF CONTRACT FORM

PART 1
GENERAL CONTRACT PROVISIONS

Part 1 – General Contract Provisions

Section 10 Definition of Terms

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

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

Paragraph Number	Term	Definition
10-11	Building Area	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	Calendar Day	Every day shown on the calendar.
10-13	Certificate of Analysis (COA)	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	Certificate of Compliance (COC)	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	Change Order	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	Contract	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	Contract Item (Pay Item)	A specific unit of work for which a price is provided in the contract.
10-18	Contract Time	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	Contractor	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.
10-20	Contractors Quality Control (QC) Facilities	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).

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

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

Paragraph Number	Term	Definition
10-37	Owner	The term “Owner” shall mean the party of the first part or the contracting agency signatory to the contract. Where the term “Owner” is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is .
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considere4d as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	Proposal	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner’s responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor’s responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.

Paragraph Number	Term	Definition
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.
10-54	Specifications	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	Subgrade	The soil that forms the pavement foundation.

Paragraph Number	Term	Definition
10-58	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	Work	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	Working day	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	Owner Defined terms	The following terms are included in this contract:
	Contract Drawings	Plans.

Paragraph Number	Term	Definition
	Subcontractor	The subcontractor refers any individual, firm, or corporation to whom the contractor, with approval of the Owner, sublets any part of work.
	Time and Materials Work	An item or items of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified and an agreed price cannot be agreed upon. The Contractor shall perform this work and the Owner agrees to pay the Contractor based upon the work performed by the Contractor's employees and subcontractors, and for materials and equipment used in the construction (along with the Contractor's allowed overhead and profit).

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 submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

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

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

In addition, each bidder who receives a written request shall furnish the following to the Owner:

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

The Schedule of Values will be reviewed by the Engineer. Any additional detail or justification for cost distribution shall be provided by the apparent low bidder upon request. The Schedule of Values shall serve as a basis for computing progress payments

during construction for installed portions of lump sum items, and to assist the Engineer in determining if change order costs are reasonable.

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

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

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

A prebid conference is required on this project to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; and unique airfield paving construction requirements. The location, date and time are stated in the Advertisement.

20-04 Issuance of proposal forms. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is 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 calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

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

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

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

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

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

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

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

20-09 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.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
- c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.
- f. If the applicable Disadvantaged Business Enterprise information is incomplete.

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

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

20-11 Delivery of proposal. 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. No faxed or emailed proposals will be accepted. The official time shall be kept locally by the Owner.

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

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

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

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

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

c. If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms*, of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than 7 calendar days prior to bid opening.

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

Section 30 Award and Execution of Contract

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

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

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

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

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

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within 45 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

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

The Owner reserves the right to award only the Base Bid, to award any Alternate Bid (if Alternates are an option), or to award either the Base Bid or the Alternate Bid plus Add-On Bids (if Add-On bids are an option). Where discrepancies occur that affect the bid total(s) as described in the subsection titled CONSIDERATION OF PROPOSALS, the contract amount awarded will reflect the corrected values.

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

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

Base Bid [SRE Building]

Base Bid [SRE Building] plus Add Alternate Bid No. 1 [ARFF Building]

Base Bid [SRE Building] plus Add Alternate Bid No. 1 [ARFF Building] plus Add Alternate Bid No. 2 [Backup Generator]

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

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

30-05 Requirements of contract bonds. 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.

The successful bidder shall submit in triplicate, a "Performance Bond" guaranteeing the performance of the work equal to one hundred percent (100%) of the amount of the Contract awarded, and a "Labor and Material Payment Bond" guaranteeing the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work equal to one hundred percent (100%) of the amount of the Contract awarded.

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

The Contractor shall also furnish the required insurance certificates in accordance with the subsection titled RESPONSIBILITY FOR DAMAGE CLAIMS of Sections 70 and 200. The successful bidder shall recognize that the proposal included in the contract for execution may differ from the proposal which was submitted with their bid. The proposal included in the contract for execution will include corrections to discrepancies which were discovered during the Owners consideration of proposals, and will contain only the pages from the successful bidder's proposal which cover the bids which were awarded. As a result, the proposal pages in the contract to be executed may contain pages which are not consecutively numbered due to the intentional omission of those proposal pages which cover bids that were not awarded.

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

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

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

30-08 Failure to execute contract. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract*, of

this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

END OF SECTION 30

Section 40 Scope of Work

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

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

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

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

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

However, if the Contractor elects to waive the limitations on work that increase or decrease the originally awarded contract or any major contract item by more than 25 percent, the supplemental agreement shall be subject to the same wage determination as was included in the originally awarded contract. All supplemental agreements shall require consent of the Contractor's surety and separate performance and payment bonds.

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

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

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

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

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

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

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

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

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

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

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

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

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

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

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

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

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

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

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

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

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

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

END OF SECTION 40

Section 50 Control of Work

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

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

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

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

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

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

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

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

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

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

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

50-04 List of Special Provisions. See Special Provisions section to the General Provisions.

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

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

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

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

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

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

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

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

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

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

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

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

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

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

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

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

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

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

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed

immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

END OF SECTION 60

Section 70 Legal Regulations and Responsibility to Public

70-01 Laws to be observed. The Contractor shall keep fully informed of all federal 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, the Engineer, the RPR and all their 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.

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

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

<u>Utility</u>	<u>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 RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others,

unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

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

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

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

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

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

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

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

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

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

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, 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 their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

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

70-11 Responsibility for damage claims. The Contractor shall indemnify, defend and hold harmless the Engineer/RPR and the Owner and their respective representatives, directors, officers, agents, and employees from all suits, actions, damages, costs, expenses or claims, of any character, (including attorney's fees), and liability (including statutory liability) 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 or arising out of or related to any negligence of the Contractor or anyone for whom the Contractor is legally liable in performing or safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any and all environmental impairment; or because of any act or omission, neglect, or misconduct of said Contractor or anyone for whom the Contractor is legally liable 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 their own 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, their own 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.

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

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

70-13 Opening sections of the work to traffic. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety

and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

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

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

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

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

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

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

70-14 Contractor's responsibility for work. Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

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

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

during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

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

<u>Utility Service or Facility</u>	<u>Person to Contact</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 their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep 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 RPR.

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 RPR 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 RPR 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 their own surety.

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

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

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

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

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

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

A. Air Pollution

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

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

B. Water Pollution

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

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

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

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

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

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

70-21 Insurance Requirements.

See PROPOSAL section for insurance requirements.

END OF SECTION 70

ATTACHMENT “A”

TO

SECTION 70-08

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

FOR THE CONSTRUCTION OF

**NEW ARFF/SRE BUILDING – PHASE 2 & 3
(ARFF/SRE Building Package)**

AT

**ITHACA TOMPKINS INTERNATIONAL AIRPORT
ITHACA, NEW YORK**

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CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

1.0 PURPOSE.

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

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

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

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

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

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

2.0 SCOPE OF PROJECT AND CSPP.

The proposed project involves construction of a new approximate 23,700 sq.ft. Snow Removal Equipment (SRE) Facility with utility room support space, along with a new approximate 10,000 sq.ft. Airport Rescue & Fire Fighting (ARFF) Facility. Each facility will be comprised of pre-engineered metal buildings on concrete foundations and shall be configured for vehicle bays. Project is being packaged as a Base Bid (Phase 2-SRE Facility) and Alternate Bid (Phase 2-SRE and Phase 3-ARFF Facilities). The majority of associated sitework and utility preparation work to serve the new buildings is being progressed under a separate project and is expected to be completed prior to the start of this project. Site paving work will be completed under this phase to make the buildings usable.

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

- a. Identify Affected Areas
- b. Describe Current Operations
- c. Allow for Temporary Changes to Operations

- d. Take Required Measures to Revise Operations
- e. Manage Safety Risk

3.0 PLAN REQUIREMENTS.

3.1 COORDINATION. The following items shall be coordinated as required:

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

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

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

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

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

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

- e. **Pre-Paving Meeting.** If paving is included in this project, a pre-paving meeting will be held to discuss the status of preliminary submittals, the RPR's inspection of the plant and laboratory, test section requirements, paving plan requirements, and production requirements.
- f. **Payment.** The cost of complying with the requirements of this section, including but not limited to scheduling; providing flag people; construction, maintenance and removal of temporary access roads and staging areas; providing, placing, relocating, maintaining and removing temporary barricades; providing and placing permanent barricades; protection of aircraft and vehicular traffic; maintenance of airport lighting circuits; installation, maintenance, and removal of temporary wiring and airfield lighting facilities; cleaning of paved surfaces; restoration of surfaces disturbed as a result of the Contractor's

operations; providing, maintaining, and removing warning signs, hazard markings, barricade lights; providing, maintaining, and removing temporary access gates; providing padlocks for access gates; providing a guard at access gates; and all security requirements shall be included under **the General Contract**.

3.2 PHASING.

a. Phase Elements (Work Areas)

Work Area Description: The work of the project is limited to one (1) area in order to coordinate construction in a way that will minimize interference with Airport operations:

Work Area “A”: Includes all work associated with the construction of the new SRE and ARFF facilities; work will be located outside of the Taxiway A safety area and object free area. Work Area “A” begins west edge of the Commercial Apron and ends approximately 300’ east of the intersection of Taxiway C and Taxiway A. Access to this work area shall be from public roads located west of the work area.

b. Construction Safety Requirements

The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No active runway or taxiway shall be crossed, entered, or obstructed at any time. The Contractor shall plan and coordinate his/her work in such a manner as to insure safety and a minimum of hindrance to airport operations. **It is the Contractor’s responsibility to remain observant at all times to protect personnel and equipment from effects from jet blast.** All Contractor equipment and material stockpiles shall be stored at locations determined during construction or as shown on the Construction Safety Drawings (Appendix 1). No equipment will be allowed to park within the approach area of an active runway at any time.

During the work under this Contract, the Airport Owner will make such arrangements to coordinate aircraft movements and Airport operations as necessary to conform to the construction procedures as outlined below and as shown on the Contract Drawings. The Contractor shall give adequate notice to the RPR, so as to afford time to coordinate construction with the Airport Owner. No work shall proceed in any area without prior approval.

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

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

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

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

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

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

- Test and activate airfield lighting circuits.
- Remove barricades, temporary jumpers and closed taxiway markings, as indicated on the Construction Safety Drawings.
- Clean all paved surfaces in accordance with the General Contract Provisions.

- Coordinate cancellation of the NOTAMs with the Airport Owner and RPR.

Work Area "A":

While working in this area, there is not anticipated to be any impacts to airfield operations, as all work will be performed outside of the Taxiway A Object Free Area. Construction activity will continue to be coordinated with Airport Operations staff to ensure there are no required operational changes.

3.3 AREAS AND OPERATIONS AFFECTED BY THE CONSTRUCTION ACTIVITY.

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

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

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

a. Identification of Affected Areas

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

Table 3.3A Construction Effect on Airport Operations		
Project	New ARFF-SRE Building – Phases 2 (SRE) & 3 (ARFF)	
Phase	Work Area(s) A . See Section 3.2.a for description)	
Operational Requirements	Normal (Existing)	Anticipated (During Construction)
Scope of Work	Construction of New SRE and ARFF Buildings	
RW 14-32 Average Aircraft Operations	Carrier: 20/day	Carrier: 20/day
	GA: 70/Day	GA: 70/Day
	Military: 1/Day	Military: 1/Day
Runway 14-32 ARC	D-II	D-II
RW 14 Approach Visibility Minimums	2 Miles	2 Miles
RW 32 Approach Visibility Minimums	¾ Miles	¾ Miles
Runway 14-32 Declared Distances	TORA: 6,977 Feet	TORA: 6,977 Feet
	TODA: 6,977 Feet	TODA: 6,977 Feet
	ASDA: 6,602 Feet	ASDA: 6,602 Feet
Runway 14 Approach Procedures	LDA: 6,602 Feet	LDA: 6,602 Feet
	RNAV (GPS) Y	RNAV (GPS) Y
	RNAV (GPS) Z	RNAV (GPS) Z
Runway 32 Approach Procedures	ILS of LOC	ILS or LOC
	RNAV (GPS)	RNAV (GPS)
Runway 14 Visual NAVAIDs	PAPI	PAPI
Runway 32 Visual NAVAIDs	PAPI	PAPI
Taxiway(s) A, B, C, D, E, F, & G ADG	II	II
ATCT (hours open)	06:30 – 22:30 (local)	06:30 – 22:30 (local)
ARFF Index	C	C
Special Conditions	N/A	N/A

b. Mitigation of effects.

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

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

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

3.4 PROTECTION OF NAVIGATIONAL AIDS (NAVAIDS).

Before commencing construction activity, parking vehicles, or storing construction equipment and materials near a NAVAID, coordination with the appropriate FAA ATO to evaluate the effects of construction activity and the required distances and direction from the NAVAID is required. Construction activities, materials/equipment storage, and vehicle parking near electronic NAVAIDS are not anticipated in this project.

3.5 CONTRACTOR ACCESS.

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

a. Location of stockpiled construction materials.

The Contractor shall store material and equipment and schedule his operations for work to be done so that no unauthorized interference to normal Airport operations will result there from. Construction operations shall not be conducted in a manner to cause interference with Airport Operations. Stockpiled materials and equipment storage are not permitted within the Runway Safety Area/ Taxiway Safety Area (RSA/TSA), Obstacle Free Zone (OFZ) or Object Free Area (OFA) of an operational runway or taxiway. Stockpiled

construction materials must be located inside the Contractor staging area as shown on the Construction Safety Drawings (Appendix 1) unless otherwise approved by the RPR.

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

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

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

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

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

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

1. Construction Site Parking:

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

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

2. Construction Equipment Parking:

The Contractor's equipment storage area shall be in the Contractor staging area as shown on the Construction Safety Drawings (Appendix 1). The Contractor's equipment and construction vehicles shall be restricted to the construction site or storage areas during construction and parked in the equipment storage area during non-working periods. Maximum allowable equipment height in the staging area shall be 20 feet. Maximum allowable equipment height in the work areas shall be 20 feet.

Contractor must service all construction vehicles within the limits of the project work area or the Contractor's Staging Area. Parked construction vehicles must be outside the OFA and never in the safety area of an active runway or taxiway. Inactive equipment must not be parked on closed taxiways or runways. If it is necessary to leave specialized equipment on a closed taxiway or runway at night, the

equipment must be well lighted. Employees shall also park construction vehicles outside the OFA when not in use by construction personnel (for example, overnight, on weekends, or during other periods when construction is not active). Parking areas must not obstruct the clear line of sight by the ATCT, as applicable, to any taxiways or runways under air traffic control nor obstruct any runway visual aids, signs, or navigation aids.

3. Access and Haul Roads:

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

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

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

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

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

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

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

4. Marking and Lighting of Vehicles:

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

The Contractor shall limit access within the airport security fence to authorized vehicles. All authorized vehicles shall have a vehicle dashboard placard permit issued by the Airport Owner or an identification sign on both sides of the vehicle containing the Contractor's company name. Private vehicles of the

Contractor's personnel must be parked outside the airport security fence and will not be allowed within the airport security fence at any time.

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

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

5. Description of Proper Vehicle Operations:

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

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

6. Required Escorts:

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

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

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

7. Training Requirements for Vehicle Drivers:

Any employees the Contractor would request to be given permission by Airport Operations to drive on the AOA shall complete airport badging and driver training per the Airport's requirements. These employees then must have an airfield driving experience with Airport Operations and if Airport Operations is satisfied of the employee's competency, that employee may be granted permission from Airport Operations to drive on the AOA. Passing the AOA driver training does not give the Contractor's employees the ability to drive on the AOA.

8. Situational Awareness:

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

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

9. Two-way Radio Communication Procedures:

Two-way radio communications are required between Contractors and Airport Aeronautical Advisory Stations (UNICOM/CTAF). Vehicular traffic located in or crossing an active movement area shall be escorted by airport staff in radio contact with and monitoring Airport Aeronautical advisory Stations (UNICOM/CTAF) frequency 123.00 Mhz. Prior to proceeding into the active movement area, all drivers shall confirm through personal observation that no aircraft is approaching the vehicle position. Construction personnel may operate in movement areas without two-way radio communication provided a NOTAM is issued closing the area, and provided that the area is properly marked to prevent incursions.

The Contractor shall comply with proper radio usage, including read back requirements and proper phraseology including the International Phonetic Alphabet.

Even though radio communication is maintained, escort vehicle drivers must also familiarize themselves with ATCT light gun signals in the event of radio failure. See the FAA safety placard "Ground Vehicle Guide to Airport Signs and Markings." This safety placard may be downloaded through the Runway Safety Program Web site at http://www.faa.gov/airports/runway_safety/publications/ (See "Signs & Markings Vehicle Dashboard Sticker".) or obtained from the FAA Airports Regional Office.

10. Maintenance of the Secured Area of the Airport.

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

c. Security.

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

- (a) Fencing and Gates.** Airport Owner and contractors must also maintain a high level of security during construction when access points are created in the security fencing to permit construction vehicle access. Temporary gates shall be equipped and/or manned by construction personnel to prevent unauthorized access by vehicles, animals or people. Procedures conforming to Airport security protocols should be in place to ensure that only authorized persons and vehicles have access to the AOA and to prohibit "piggybacking" behind another person or vehicle. Access shall be made

available at all times to all airport emergency vehicles traveling to operations areas within the proximity of the construction work zone.

- (b) **Badging Requirements.** Each Contractor's employee, subcontractors and their employees must complete all current requirements, as specified by federal regulations and directives, to obtain an airport ID badge for the areas in which they will conduct their work. A company representative or "signatory authority" who will be responsible for authorizing his employees to apply for airport IDs and control his company's ID inventory will also need to complete appropriate training and background investigations prior to any employee receiving an ID. Training and background investigations for the signatory authority can be conducted concurrently with employee training, however no ID will be issued until such time that all requirements have been met. The Owner will not be responsible for any delay caused by an employee or company official not providing sufficient data or appropriate identification documents, or for delays in background investigations or Transportation Security Administration (TSA) approvals.

Each employee must complete and sign airport ID application forms as appropriate for his work area and have his authorized company signatory authority sign the application. If a criminal history records check is determined to be needed by the Owner or required by federal regulation, each employee must complete the appropriate form and submit to an FBI fingerprint-based check. Fingerprint submissions will be conducted in the airport administration office. When ID application forms are submitted to the Owner for processing and when fingerprint submissions are conducted, the applicant must provide original forms of identification as specified below. Photo copies of identification or other insufficient forms of identification will not be accepted and processing will not commence until such time that appropriate identification can be produced by the applicant. Once the ID application forms are submitted to the Owner, information for each individual will be submitted to TSA for Security Threat Assessment (STA) approval. If an individual is denied approval, he will not be able to work in secured areas of the airport requiring an airport ID.

Airport security and driver training and testing must be conducted and successfully completed prior to any individual receiving an airport ID. Training is approximately 2 hours in length and the contractor is encouraged to gather all employees for training at one time. Training will only be offered by the Owner a maximum of once per week. Additional driver training will be required for any employee who will be driving on active taxiways or runways (movement areas). Movement area driver training may last up to 8 hours for individuals with no previous experience.

Each Contractor's employee, subcontractors and their employees will be issued an airport identification card by the Owner to permit access to secured areas. The current price to obtain a new security badge as of the date of this writing is \$50 each (subject to change), the cost of which shall be included in the contract. In addition, there may be a fee for each fingerprint based on criminal history records check that is conducted. IDs shall be closely controlled and the signatory authority will be responsible for their return at the end of the project.

3.6 WILDLIFE MANAGEMENT.

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

- a. **Trash.** Food scraps from construction personnel activity must be collected and disposed of at a proper facility.
- b. **Standing water.** Water shall not be allowed to collect and pool for more than any single 24-hour period. Temporary grading may be required to promote drainage during daily operations as well as between work phases.
- c. **Tall grass and seeds.** The use of millet seed in turfing and seeding operations shall not be permitted.

- d. **Poorly maintained fencing and gates.** The Contractor shall maintain a constant secure perimeter to the airfield, including continuous security perimeter fencing and gates (if applicable).
- e. **Disruption of existing wildlife habitat.** Not applicable to this project.

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

3.7 FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT.

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

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

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

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

3.8 HAZARDOUS MATERIALS (HAZMAT) MANAGEMENT.

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

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

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

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

3.9 NOTIFICATION OF CONSTRUCTION ACTIVITY.

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

- a. **Maintenance of a list of Responsible Representatives/ Point of contact.** A list of responsible representatives and points of contact shall be created by the RPR, the Airport and the Contractor prior to the start of construction. This list shall be compiled as part of the project pre-construction meeting agenda. Procedures will be established to contact all parties, including after regular work hours. Updates will be made to the list throughout the project duration by the RPR. Contractor points of contact shall be incorporated into the contractor's SPCD.
- b. **Notices to Airman (NOTAM).** Only the Airport Owner may initiate or cancel NOTAMs on airport conditions, and is the only entity that can close or open a runway or taxiway. The Airport Owner must coordinate the issuance, maintenance, and cancellation of NOTAMs about airport conditions resulting from construction activities with tenants and the local air traffic facility (control tower, approach control, or air traffic control center), and must provide information on closed or hazardous conditions on airport movement areas to the FAA Flight Service Station (FSS) so it can issue a NOTAM. The Airport Owner must file and maintain a list of authorized representatives with the FSS. Only the FAA may issue or cancel NOTAMs on shutdown or irregular operation of FAA owned facilities. Any person having reason to believe that a NOTAM is missing, incomplete, or inaccurate must notify the Airport Owner. See Section 3.14 regarding issuing NOTAMs for partially closed runways versus runways with displaced thresholds.

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

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

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

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

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

- f. **Notification to the FAA.**

1. **Part 77.** Any person proposing construction or alteration of objects that affect navigable airspace, as defined in Part 77, must notify the FAA. This includes construction equipment and proposed parking areas for this equipment (i.e. cranes, graders, other equipment) on airports. FAA Form 7460-1, Notice of Proposed Construction or Alteration, is used for this purpose and submitted to the appropriated FAA

Airports Regional or District Office. A 7460-1 form for this project has been prepared by the Engineer and submitted to the FAA for using equipment with a maximum height of 20 feet. A new 7460-1 form must be submitted to the FAA for review and comment for any equipment that the Contractor will use which is taller than the equipment used in the above 7460-1 submission. The Airport Owner will be responsible for submitting the new 7460-1 form to the FAA. To that end, the Contractor shall identify the equipment in his SPCD, including the maximum height it will extended to during construction, the area(s) in which the equipment will be used, and the duration the equipment will be used.⁴

2. **Part 157.** It is not anticipated that Part 157 notifications will be required for this project.
3. **NAVAIDS.** For emergency (short-notice) notification about impacts to both airport owned and FAA owned NAVAIDS, contact: 866-432-2622.
 - i. **Airport owned/FAA maintained.** If construction operations require a shutdown of more than 24 hours, or more than 4 hours daily on consecutive days, of a NAVAID owned by the airport but maintained by the FAA, provide a 45-day minimum notice to FAA ATO/Technical Operations prior to facility shutdown.
 - ii. **FAA owned.** The Airport Owner must notify the appropriate FAA ATO Service Area Planning and Requirements (P&R) Group a minimum of 45 days prior to implementing an event that causes impacts to NAVAIDS. (Impacts to FAA equipment covered by a Reimbursable Agreement (RA) do not have to be reported by the Airport Owner). Coordinate work for an FAA owned NAVAID shutdown with the local FAA ATO/Technical Operations office, through the RPR, including any necessary reimbursable agreements and flight checks. Detail procedures that address unanticipated utility outages and cable cuts that could impact FAA NAVAIDS. In addition, provide seven days' notice to schedule the actual shutdown.

3.10 INSPECTION REQUIREMENTS.

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

3.11 UNDERGROUND UTILITIES.

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

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

of underground facilities in the area concerned shall be advised of proposed work at least 48 hours prior to the start of actual excavation.

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

Note that most utility location services do not include locating FAA and Airport Owner facilities, and most will not locate services within the AOA.

3.12 PENALTIES.

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

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

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

3.13 SPECIAL CONDITIONS.

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

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

3.14 RUNWAY AND TAXIWAY VISUAL AIDS.

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

- a. General.** Airport markings, lighting, signs, and visual NAVAIDs must be clearly visible to pilots, not misleading, confusing, or deceptive. All must be secured in place to prevent movement by prop wash, jet blast, wing vortices, or other wind currents and constructed of materials that would minimize damage to an aircraft in the event of inadvertent contact.

Marking and lighting for a temporary threshold is not required.

Closed runway markings are required. Closed runway markings shall be as shown on the Plans. Barricades, flagging, and flashers are required at the locations and times described in the subsection titled WORK AREA, STORAGE AREA AND SEQUENCE OF OPERATIONS of this Section and shall be supplied by the Contractor. Lighted Closed Runway Markers shall be provided by the Contractor.

- b. Markings.** Markings must be in compliance with the standards of AC 150/5340-1, Standards for Airport Markings, current edition, and the drawings and technical specifications of this project.
- c. Lighting and visual NAVAIDs.** All taxiway edge lights in those sections of taxiways closed to aircraft traffic will be either de-energized or blacked out by use of an appropriately cut length of PVC pipe.
- a. Signs.** Signs must be in conformance with AC 150/5345-44, Specification for Runway and Taxiway Signs and AC 150/5340-18, Standard for Airport Sign Systems, current edition.
 - 1. Existing Signs.** Runway exit signs are to be covered for closed runway exits. Outbound destination signs are to be covered for closed runways. Any time a sign does not serve its normal function or would provide conflicting information, it must be covered or removed to prevent misdirecting pilots. Note that information signs identifying a crossing taxiway continue to perform their normal function even if the crossing taxiway is closed. For long term construction projects, consider relocating signs, especially runway distance remaining signs.
 - 2. Temporary Signs.** Orange construction signs comprise a message in black on an orange background. Orange construction signs may help pilots be aware of changed conditions. The airport operator may choose to introduce these signs as part of a movement area construction project to increase situational awareness when needed. Locate signs outside the taxiway safety limits and ahead of construction areas so pilots can take timely action. Use temporary signs judiciously, striking a balance between the need for information and the increase in pilot workload. When there is a concern of pilot “information overload,” the applicability of mandatory hold signs must take precedence over orange construction signs recommended during construction. Temporary signs must meet the standards for such signs in Engineering Brief 93, Guidance for the Assembly and Installation of Temporary Orange Construction Signs. Many criteria in AC 150/5345-44, Specification for Runway and Taxiway Signs, are referenced in the Engineering Brief. Permissible sign legends are:

1. CONSTRUCTION AHEAD

Phasing, supported by drawings and sign schedule, for the installation of orange construction signs must be included in the CSPP or SPCD.

- e. Testing of Airport Lighting Circuits.** The Contractor shall furnish all necessary equipment and appliances for testing the airport electrical systems and underground cable circuits before and after installation. The Contractor shall perform all tests in the presence of the RPR. The Contractor shall demonstrate the electrical characteristics to the satisfaction of the RPR. All costs for testing are incidental to the respective item being tested. For phased projects, the tests must be completed by phase. The Contractor shall provide such temporary lights and cables as required to maintain use of existing airfield lighting circuits. Temporary above ground lighting cables, if approved, shall be installed in conduit, and delineated with stakes and flagging. The test equipment for insulation resistance shall be an insulation resistance tester (1,000V megger) with a digital readout. The instrument shall provide a 500 volt test for insulation resistance with a meter range of 0 to 500 megohms.

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

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

Test Requirements Prior to Construction.

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

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

- i. Test all circuits within the work area for continuity and insulation resistance to ground at the electrical building, prior to energizing any circuit.
- ii. Insure that all circuits within the work area are operational, prior to the Contractor leaving the project at the end of the work day. Specific times for circuit checks will be determined by the RPR relative to the Contractor's work hours each day.
- iii. Segment test new non-grounded series circuits during installation. Length of cable segment tested shall not have more than five (5) splices, light units and/or electrical equipment between the ends being tested. Insulation resistance to ground shall be not less than 500 megohms.
- iv. Insure that the insulation resistance to ground of each segment of new non-grounded conductors of multiple conductor circuits is not less than 500 megohms.
- v. That the impedance to ground of each ground rod does not exceed 25 ohms prior to establishing connections to other ground electrodes or equipment. The fall-of-potential ground impedance test shall be utilized, as described by ANSI/IEEE Standard 81, to verify this requirement. Ground rods testing higher than 25 ohms shall have a minimum extension of two feet of ground rod added, driven to the proper elevation and re-tested. Extensions shall be attached by exothermic methods and re-testing performed until the tests show 25 ohms resistance or less. Tests shall not be performed within 72 hours after a rain storm has ended or when standing water is present around the ground rod.
- vi. Insure that all circuits are properly connected in accordance with applicable wiring diagrams.
- vii. The Contractor shall test all circuits within the work area for continuity after backfilling cable trenches. The reading shall be logged and provided to the RPR prior to payment of cable items.

viii. Provide a copy of all test results to the RPR on a daily basis.

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

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

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

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

3.15 MARKING AND SIGNS FOR ACCESS ROUTES.

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

3.16 HAZARD MARKING AND LIGHTING.

- a. **Purpose.** Hazard marking and lighting prevents pilots from entering areas closed to aircraft, and prevents construction personnel from entering areas open to aircraft. To that end, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles shall be installed and maintained by the Contractor for the duration of construction operations.
- b. **Equipment.**
 - 1. **Barricades.** Low profile barricades, including traffic cones, (weighted or sturdily attached to the surface) are acceptable methods used to identify and define the limits of construction and hazardous areas on airports. Careful consideration must be given to selecting equipment that poses the least danger to aircraft but is sturdy enough to remain in place when subjected to typical winds, prop wash and jet blast. The spacing of barricades must be such that a breach is physically prevented barring a deliberate act. Gaps between barricades must be smaller than the width of the excluded vehicles, generally 4 feet (1.2 meters). Provision must be made for ARFF access if necessary. Barricades intended to exclude pedestrians must be continuously linked.
 - 2. **Lights.** Lights must be red, either steady burning or flashing, and must meet the luminance requirements of the State Highway Department. Batteries powering lights will last longer if lights flash. Lights must be mounted on barricades and spaced at no more than 10 feet (3 meters). Lights must be operated between sunset and sunrise and during periods of low visibility whenever the airport is open for operations. They may be operated by photocell, but this may require that the contractor turn them on manually during periods of low visibility during daytime hours.
 - 3. **Supplement Barricades with Signs (for example) As Necessary.** Examples are “No Entry” and “No Vehicles.”
 - 4. **Air Operations Area – General.** Barricades are not permitted in any active safety area or on the runway side of a runway hold line. Within a runway or taxiway object free area, and on aprons, use flashing or steady burning red lights as noted above, highly reflective collapsible barricades marked with diagonal, alternating orange and white stripes; and/or signs to separate all construction/maintenance areas from the movement area. Barricades may be supplemented with alternating orange and white flags at least 20 by 20 inch (50 by 50 cm) square and securely fastened to eliminate FOD. All barricades adjacent to any open runway or taxiway/taxilane safety area, or apron must be no more than 18 inches high, exclusive of supplementary lights and flags. Barricades must be of low mass; easily collapsible upon contact with an aircraft or any of its components; and weighted or sturdily attached to the surface to prevent displacement from prop wash, jet blast, wing vortex, and other surface wind currents. If affixed to the surface, they must be frangible at grade level or as low as possible, but not to exceed 3 inch (7.6 cm) above the ground.
 - 5. **Air Operations Area – Runway/Taxiway Intersections.** Use highly reflective barricades with lights to close taxiways leading to closed runways. Close all taxiway/runway intersections with barricades. The use of traffic cones is appropriate for short duration closures.
 - 6. **Air Operations Area – Other.** Beyond runway and taxiway object free areas and aprons, barricades intended for construction vehicles and personnel may be many different shapes and made from various materials, including railroad ties, sawhorses, jersey barriers, or barrels.
 - 7. **Maintenance.** The contractor is required to maintain the hazard markings, lighting and signing and to have a person on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades. The contractor must file the contact person’s information with the airport operator. Lighting should be checked for proper operation at least once per day, preferably at dusk.

3.17 PROTECTION OF AIRFIELD AREAS.

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

- a. **Runway Safety Area (RSA).** A runway safety area is the defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway by aircraft.

Runway	Aircraft Design Group	RSA Distance from Centerline RSA Holdline		RSA Width	RSA Length from End of Runway
14-32	D-II	250 ft.	250 ft.	500 ft.	1,000 ft.

No construction may occur within the existing RSA while the runway is open. Any construction between RSA and Holdline must be approved with Airport Operations prior to starting work.

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

Open trenches or excavations are not permitted within the RSA while the runway is open. The Contractor must backfill trenches before the runway is opened. Coverings are not allowed in runway safety areas. There shall be no stockpiled materials or equipment stored within the limits of the RSA.

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

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

- b. **Runway Object Free Area (ROFA).** Construction, including excavations, may be permitted in the ROFA. However, equipment must be removed from the ROFA when not in use, and material should not be stockpiled in the ROFA if not necessary. Stockpiling material in the OFA requires submittal of a 7460-1 form and justification provided to the appropriate FAA Airports Regional or District Office for approval.

Runway	Aircraft Design Group	ROFA Distance from Centerline	ROFA Width	ROFA Length from End of Runway
14-32	D-II	400 ft.	800 ft.	1,000 ft.

- c. **Taxiway Safety Area (TSA).** The taxiway safety area is a defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway. No construction may occur within the TSA while the taxiway is open for aircraft operations.

Taxiway	Aircraft Design Group	TSA Distance from Centerline	TSA Width
All	D-II	39.5 ft.	79 ft.

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

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

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

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

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

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

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

Taxiway	Aircraft Design Group	TOFA Distance from Centerline	TOFA Width
All	D-II	62 ft.	124 ft.

Taxilane	Aircraft Design Group	TLOFA Distance from Centerline	TLOFA Width
All	D-II	55 ft.	110 ft.

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

Construction activity in a runway approach/departure area may result in the need to partially close a runway or displace the existing runway threshold. Partial runway closure, displacement of the runway threshold, as

well as closure of the complete runway and other portions of the movement area also require coordination through the Airport Owner with the appropriate FAA air traffic manager (FSS if non-towered) and ATO/Technical Operations (for affected NAVAIDS) and airport users.

Runway End	Aircraft Approach Category	Airplane Design Group	Minimum Safety Area Behind Threshold	Minimum Unobstructed Approach Slope
14	D	II	625 ft [ACTUAL]	34:1 to 200 feet behind threshold
32	D	II	625 ft [ACTUAL]	50:1 to 200 feet behind threshold

3.18 OTHER LIMITATIONS ON CONSTRUCTION.

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

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

b. Restrictions.

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

Nighttime construction shall not be allowed.

4. Seasonal Construction Restrictions: Not Applicable

APPENDIX 1

LOCATION MAP

(Sheet G-001 of the Contract Drawings)

GENERAL PLAN

(Sheet G-101 of the Contract Drawings)

CONSTRUCTION SAFETY DRAWINGS AND DETAILS

(Sheet G-102 of the Contract Drawings)

APPENDIX 2

CONSTRUCTION PROJECT DAILY SAFETY INSPECTION CHECKLIST

Construction Project Daily Safety Inspection Checklist

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

Potentially Hazardous Conditions

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

Item	Action Required	or	None
Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOA create aviation hazards.			☐
Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOA create aviation hazards.			☐
Wildlife attractants — such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water — on or near airports.			
Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.			☐
Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction related airport conditions.			☐
Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway / taxiway lighting; loss of navigation, visual, or approach aids; disruption of weather reporting services; and/or loss of communications.			☐
Restrictions on ARFF access from fire stations to the runway / taxiway system or airport buildings.			
Lack of radio communications with construction vehicles in airport movement areas.			☐
Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport that could be distracting, confusing, or alarming to pilots during aircraft operations.			☐

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

APPENDIX 3

CONTRACTORS SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)

(The SPCD Certification is located in the Proposal Section)

SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)

Project Location: Ithaca Tompkins International Airport. Ithaca, NY 14850

Project Name: New ARFF/SRE Building – Phase 2 & 3 (SRE and ARFF Facilities)

General Statement:

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

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

Supplemental Information:

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

The section numbers below correspond with the section numbers in the CSPP.

3.1 Coordination

Statement: [Explain how you will distribute information and details of meetings to employees and subcontractors.]

3.2 Phasing

Statement: [List the number of days each Work Area will take. State the time day work will start and finish for each work area.]

3.3 Areas and operations affected by the construction activity

Statement: Information is provided in the CSPP. No supplemental information is required.

3.4 Protection of NAVAIDs

Statement: Information is provided in the CSPP. No supplemental information is required.

3.5 Contractor Access

Security Statement: [Explain how you will maintain integrity of the airport security fence at the access gate, e.g.: Gate guards, closed and locked gates, temporary fencing, etc.]

Training Statement: [List individuals who will receive driver training (for certificated airports and as requested.)]

Communication Statement: [Identify types of radios, if any, you will use to communicate with drivers and personnel. Identify who will be monitoring radios. Identify a contact person and phone number if ATCT cannot reach the contractor's designated person by radio.]

Escort Statement: [Identify who will escort material delivery vehicles.]

3.6 Wildlife Management

Statement: [Identify who will be monitoring wildlife in the construction area. Identify who will be monitoring wildlife at the construction gate.]

3.7 Foreign Object Debris (FOD) Management

Statement: [Identify who will be preparing a FOD Management Plan. (Plan must be approved prior to the start of construction activities.)]

3.8 Hazardous material (HAZMAT) management

Statement: [Identify who will be preparing a Spill Prevention Plan. (Plan must be approved prior to the start of construction activities.)]

3.9 Notification of construction activities. Provide the following:

Key Personnel Statement: [Identify your key personnel points of contact with phone numbers.]

Emergency Contacts Statement: [Identify your emergency contacts with 24 hour phone numbers.]

Equipment Statement: [Part 77: Identify equipment you will be using that is taller than 20 feet, including on-site batch plants. Identify the maximum height it will be extended to during construction for each Work Area and the expected duration. Identify when during the day it will be used.]

3.10 Inspection requirements.

Statement: [Identify the person who will be responsible for daily inspections to ensure conformance with the CSPP. Describe additional inspections you will employ, if any, to ensure conformance.]

3.11 Underground utilities.

Statement: [Discuss proposed methods of identifying and protecting underground utilities.]

3.12 Penalties

Statement: Information is provided in the CSPP. No supplemental information is required.

3.13 Special conditions.

Statement: [Identify who will be responsible for moving equipment and personnel from the work area and vacating the area in the event of a special condition listed in the CSPP.]

3.14 Runway and taxiway visual aids. Including marking, lighting, signs, and visual NAVAIDs.

Statement: Information is provided in the CSPP. No supplemental information is required.

3.15 Marking and signs for access routes. Discuss proposed methods of demarcating access routes for vehicle drivers.

Statement: Information is provided in the CSPP. No supplemental information is required.

3.16 Hazard marking and lighting.

Statement: [Identify who will be responsible for maintaining hazard marking and lighting. Include a 24 hour phone number.]

3.17 Protection of taxiway and runway safety areas. Include object free areas, obstacle free zones, approach/departure surfaces and safety areas as required. Discuss proposed methods of identifying, demarcating, and protecting airport surfaces including:

Equipment and methods for maintaining Taxiway/Taxilane Safety Area standards.

Statement: Information is provided in the CSPP. No supplemental information is required.

Equipment and methods for separation of construction operations from aircraft operations, including details of barricades.

Statement: Information is provided in the CSPP. No supplemental information is required.

3.18 Other limitations on construction.

Other limitations are identified in the CSPP and do not require an entry in this document.

APPENDIX 4

SPOIL DEPOSITION RELEASE FORM

SPOILS DEPOSITION RELEASE FORM

To: Tompkins County (AIRPORT OWNER), and

C&S Engineers, Inc., 499 Col. Eileen Collins Blvd., Syracuse, NY 13212 (RPR).

Project: New ARFF/SRE Building – Phases 2 & 3 (SRE and ARFF Building Packages)

This SPOILS DEPOSITION RELEASE FORM is being forwarded to the above referenced AIRPORT OWNER and RPR to satisfy the Contract Documents governing the above referenced project. Pursuant to the Contract Documents, LANDOWNER has granted permission to CONTRACTOR to deposit spoils at LANDOWNER'S property located at _____ (give specific location).

Further, CONTRACTOR hereby agrees to the greatest extent of the law, to release, indemnify, hold harmless, and defend the AIRPORT OWNER and RPR from any and all damage, liability, or cost (including reasonable attorney's fees and cost of defense) to the extent caused by or arising out of the deposition of the spoils on LANDOWNER'S property.

CONTRACTOR:

LANDOWNER:

Signature

Signature

Written Name & Title

Written Name & Title

Company Name

Company Name

Mailing Address (Street Name and Number)

Mailing Address (Street Name and Number)

City, State, Zip Code

City, State, Zip Code

Daytime Phone Number (Include Area Code)

Daytime Phone Number (Include Area Code)

Date

Date

Section 80 Execution and Progress

80-01 Subletting of contract. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least 25 percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

The Contractor shall provide copies of all subcontracts to the RPR 14 days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 Notice to proceed (NTP). The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within one day of the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

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

The project schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified. It shall include information on the sequence of work activities, milestone dates, and activity duration. The schedule shall show all work items identified in the project proposal for each work area and shall include the project start date and end date.

80-03.1 Requirements.

- A.** Nomenclature and Definitions
- B.** Schedule Personnel
- C.** Software Compatibility Requirements
- D.** Preconstruction Schedule Meeting
- E.** Baseline Schedule Development
- F.** Progress Schedule Update
- G.** Schedule for Submittals

80-03.1.A Nomenclature and Definitions

Actual Start date- At the task level, the Actual Start date represents the point in time that meaningful work actually started on a task.

Actual Finish date - At the task level, the Actual Finish date represents the point in time that work actually ended on a task.; At the Project level, the Actual Finish date represents the point in time that the Contractor completes all Work in accordance with the time standards described in the CSPP.

Baseline Progress Schedule - The Progress Schedule submitted by the Contractor and accepted by the RPR that shows the plan to complete the construction contract work. The Baseline Schedule represents the Contractor's plan at the time of Contract Award for completing the Project.

Bid Date – The date that bids will be publically opened and read aloud.

Constraint - A schedule restriction imposed on the Start or Finish date(s) of a task that modifies or overrides a task's relationships.

Critical Task – A task on the critical path.

Critical Path – In the Progress Schedule, the critical path shall be those tasks being on the longest path. In a project network diagram, the series of tasks determines the earliest completion of the project.

Critical Delay - An event, action, or other factor that delays the critical path of the Progress Schedule and extends the time needed for completion of the construction project.

Critical Path Method (CPM) – A network analysis technique used to predict Project duration by analyzing which sequence of tasks (which path) has the least amount of scheduling flexibility (the least amount of float or slack). A scheduling technique utilizing tasks, durations, and interrelationships/dependencies (logic), such that all tasks are interrelated with logic ties from the beginning of the project to the completion of the project. Early dates are calculated by means of a forward pass using a specified start date. Late dates are calculated by means of a backward pass

starting from a specified completion date (usually the forward pass's calculated project early finish date).

Duration, Original - The original estimated number of Working Days (not including holidays or other nonworking periods) in which the work task associated with the task is expected to be performed. (The number of calendar days may be different based on the calendar assigned to the task.) For certain tasks such as concrete curing, or others approved by the RPR, the calendar shall reflect no non-working days.

Duration, Remaining - The estimated time, expressed in Working Days (not including holidays or other nonworking periods), needed to complete a task that has started but has not finished

Early Dates – The earliest date a task can start or finish based upon logic and durations. They are calculated by the software application when scheduling the project. Progress Schedules.

Final Baseline Progress Schedule @ Award - The original plan against which the Contractor's progress is measured. The Final Baseline Progress Schedule @ Award represents the original plan at the award of the Contract, of what is expected to happen. Once the Final Baseline Progress Schedule @ Award is accepted by the RPR it is saved and used as a basis to compare against Progress Schedules Updates. (See also Section 80-3 of the FAA's General Provisions.)

Fragnet – A subdivision of a project network diagram usually representing some portion of the project.

Late Dates – The latest a task can start or finish without delaying the time standards contained in the CSPP.

Longest Path - The sequence of tasks through the Progress Schedule network that establishes the Milestones contained in the CSPP.

Look-Ahead Schedule – Commonly a one or two week time segment generated from the accepted Progress Schedule that forecasts the work planned for the one or two week period following the Status Date, and includes any major materials to be delivered anticipated shifts in Work Areas.

Milestone – A task with zero duration that typically represents a significant event, usually the beginning and end of the project, milestones set forth in the contract proposal, construction stages, a major work package, or the contract interim time-related clauses.

Notice to Proceed– The actual date the Contractor starts fieldwork of a contract pay item, which is entered as a Start milestone task in the schedule. Contractually no work may start until after the Contract is awarded by the Owner, and the Contractor has received a written Notice to Proceed.

Open End - The condition that exists when a task has either no predecessor or no successor, or when a task's only predecessor relationship is a finish-to-finish relationship or only successor relationship is a start-to-start relationship.

Predecessor – A task that is defined by Schedule logic to precede another task. A predecessor may control the Start Date or Finish Date of its successor.

Progress Schedule –Also referred to as the Project's Schedule.

Progress Schedule Update – Changes to the Progress Schedule that reflect the status of tasks that have commenced or have been completed, including the following items: (a) Actual Start date and or Actual Finish date as appropriate; (b) Remaining Duration for tasks commenced and not complete; and (c) Suspend or Resume dates for tasks commenced and not complete.

Progress Schedule Revision – Revisions to the Progress Schedule ensures it accurately reflects the current means and methods of how the Project is anticipated to progress, including modifications made to any of the following items: (a) changes in logic connections between tasks; (b) changes in constraints; (c) changes to task descriptions; (d) task additions or deletions; (e) changes in calendar assignments.

Project Scheduler – The person that is responsible for developing and maintaining the Progress Schedule.

Recovery Schedule – A schedule depicting the plan for recovery of significant time lost on the project. This separate CPM schedule submission shall provide the resolution and include appropriate changes in network logic, task and calendar adjustments.

Relationships - The interdependence among tasks relationships link a task to its predecessors and successors. Relationships are defined as:

- **Finish to Start** - The successor task can start only when the current task finishes.
- **Finish to Finish** – The finish of the successor task depends on the finish of the current task.
- **Start to Start** – The start of the successor task depends on the start of the current task.
- **Start to Finish** – The successor task cannot finish until the current task starts.

Slack (Float), Free - The amount a task can slip without delaying the immediate successor task. Free Float is the property of a task and not the network path. The Owner owns the Project's Free Slack (Float).

Slack (Float) Suppression - Utilization of zero free slack (float) constraints which allows a task to start as late as possible by using all of its' available free slack (float). This technique allows tasks to appear more critical than if the task's total float was based on early dates. Assigning zero free float prevents true sharing of total float between the Owner and the Contractor. Utilization of overly generous task durations and overly restrictive calendar non-working periods are also considered to cause slack (float) suppression.

Slack (Float), Total - The amount of time a task (or chain of tasks) can be delayed from its early start without delaying the contract completion date. Float is a mathematical calculation and can change as the project progresses and changes are made to the project plan. Total Slack (Float) is calculated and reported for each task in a network, however, Total Float is an attribute of a network path and not associated with any one specific task along that path. The Owner owns the Project's Total Slack (Float).

Status Date – The date used to update a project. The Status Date is used as the starting point to calculate the schedule.

Task- A discrete, identifiable task or event that usually has an expected duration, has a definable Start Date and/or Finish Date, and can be used to plan, schedule, and monitor a project.

Work Breakdown Structure (WBS) - A deliverable-oriented grouping of project elements, which organizes and defines the total scope of the project. Each descending level represents an increasingly detailed definition of project components or work packages.

Work Package - A deliverable that is a group of related tasks within a project at the lowest level of the work breakdown structure.

Work Day - A calendar day scheduled for active prosecution of contract work by the Contractor or the Contractor's representative. (See Section 10-65 of the FAA's General Provisions.)

80-03.1.B Scheduling Personnel. The Contractor shall designate a Project scheduler to have all scheduling responsibilities for the Work. The Project scheduler must have had previous scheduling responsibilities on similar projects of similar size and complexities.

80-03-1.C Software Compatibility Requirements. The Owner uses Microsoft Project 2016 to schedule and monitor its construction program. All schedules submitted shall be in a format compatible with this program and version.

80-03.1.D Preconstruction Schedule Coordination. The Contractor shall contact the RPR after notification they are the low bidder, but no later than two (2) Work Days following Contract award to coordinate schedule development. The purpose of this will be to discuss essential matters pertaining to the satisfactory scheduling of project tasks, and to resolve any known questions regarding interpretation of the contract requirements for this work. The Project Scheduler shall be prepared to discuss the following:

- The proposed hierarchal Work Breakdown Structure (WBS) for the Progress Schedules.
- The proposed Project calendars.
- The factors that the Contractor determines to control the completion of the project and any milestone task completion dates contained therein.
- File naming Procedures for submissions.

80-03.1.E Baseline Schedule Development. The Contractor shall prepare, furnish, and maintain a computer-generated Progress Schedule using the Critical Path Method on Microsoft Project scheduling software. The Contractor and the Owner shall use the Progress Schedule to manage the Work. No Work other than installation of the Engineer's Field Office, mobilization, procurement and administrative tasks, will be permitted to start until the RPR in writing has approved the Baseline Progress Schedule.

The purpose of the Progress Schedule, and scheduling provisions in the Contract, shall be to:

- Ensure that the Contractor and the Owner have a detailed plan to complete the Project in accordance with time standards contained in the CSPP;
- Provide a means of monitoring the progress of Work;
- Aid in communication and coordination of tasks among all affected parties;
- Analyze the effect of changed conditions on the time standards contained in the CSPP;
- Analyze the impact of proposed Contract Amendments.
- Establish a standard methodology for time adjustment analysis based on the principles of the Critical Path Method of scheduling, to analyze delays and resolve construction disputes concerning time;
- Determine appropriate extensions or reductions of Contract Time.

In scheduling and executing the work, the Contractor shall:

- Sequence the Work to commensurate with the Contractor's abilities, resources and the Contract Documents. The scheduling of tasks is the responsibility of the Contractor.
- Ensure that Progress Schedules prepared by the Project Scheduler for submission to the Owner are in compliance with the Contract. The intent should be that Schedule submissions are timely, complete, accurate, and in compliance with the Contract.

- Communicate all Contract changes, and decisions or actions taken by the Contractor and all subcontractors, fabricators, etc., that effect the Progress Schedule to the Project Scheduler in a timely manner to allow appropriate development, maintenance, and update of the Progress Schedule.
- Include all Work contained in the Contract and all Work directed in writing by the RPR. Work tasks directed by the RPR to be added to the Contract shall be included in the next Monthly Progress Schedule submission.
- Assure that Progress Schedule Updates reflect the actual dates that work tasks started and were completed in the field.
- Break a schedule task into multiple tasks to reflect a discontinuity in the work if a work task is suspended in the field and restarted at a later date, and the break between when the Work was suspended to when it was resumed is significant compared to the original task duration.
- Ensure the Progress Schedule contains all Work constraints and Milestones defined in the Contract including the CSPP.
- Schedule the Work using such procedures and staging or phasing as required by the Contract. Work designated as part of separate stages may be performed concurrently with other stages where allowed by the Contract or where approved by the RPR. Failure by the Contractor to include any element of Work required by the Contract in the accepted Progress Schedule does not relieve the Contractor from its responsibility to perform such Work.

The schedule shall be developed utilizing the following elements:

- **Work Breakdown Structure (WBS)** - A multi-level hierarchal WBS shall be incorporated that provides a deliverable-oriented grouping of tasks and defines the total scope of the project. The Contractor shall develop a detailed project specific WBS for the RPR's review and approval prior to the development of the Baseline Schedule. The RPR shall make the final determination on the number of levels of the WBS, and how the tasks shall be grouped to represent the deliverables of the project. A minimum WBS shall consist of the following Levels (X)
 - PRECONSTRUCTION (1)
 - GENERAL(2)
 - SHOP DRAWING AND SUBMITTALS (2)
 - PROCUREMENT/FABRICATION/DELIVERY(2)
 - CONSTRUCTION (1)
 - WORK PHASE (2)
 - CONSTRUCTION COMPONENT (3) (earthwork, drainage, paving, etc.)
 - POST CONSTRUCTION(1)
 - PUNCHLIST (2)
 - DEMOBILIZATION (2)
 - PROJECT DOCUMENTATION (2)
- **Task ID** - Include a unique identification number for each task. Task ID numbers shall not be changed, or reassigned for the duration of the contract.

- **Task** - Clearly and uniquely define each task with a description of the work that is readily identifiable to inspection staff and the progress of each task can be measured.
- **Milestone Tasks** – To the extent not specifically addressed in the CSPP, this term include tasks for all Contract milestones that define significant contractual events such as Contract Award, Notice to Proceed, Contractor Start Work, Substantial Completion, Contract Completion, and coordination points with outside entities such as utilities, the FAA, Time-Related Contract Provisions, etc.
- **Task Durations** – Define the Original Duration of each task in units of whole work days. With the exception of submittal/procurement tasks, durations shall not exceed 15 work days unless approved by the RPR. Durations for RPR submittal reviews shall meet the requirements set forth in the contract documents. If requested by the RPR, the Contractor shall justify the reasonableness of planned task time durations.
- **Relationships** - Clearly assign predecessors and successors relationships to each task, and assign appropriate logic ties between tasks (Finish to Start, Start to Start, Finish to Finish, etc.). Open-ended tasks are not permitted, with the exception of the first and last tasks in the schedule. Do not include inappropriate logic ties with Milestone Tasks (For a finish milestone task: a predecessor shall only be assigned a Finish to Finish logic tie, a successor shall only be assigned a Finish to Start or Finish to Finish logic tie. For a start milestone: a predecessor shall only be assigned a Finish to Start or Start to Start logic tie, a successor shall only be assigned with a Start to Start logic tie). Lag time may not exceed 10 days. The Contractor shall assign the “Contract Award Date” task as a predecessor to all Review and Approval type tasks to be performed by the RPR.
- **Task Constraint Dates** – The Contractor shall not have any constrained tasks, with the exception of contractual dates, unless the RPR accepts such constraints in writing.
- **Task Dates** – With the exception of contract Milestone dates, “Actual Start” and “Actual Finish” dates and “Start” and “Finish” dates, task dates shall be calculated by the Project scheduler tool within the scheduling software.
- **Calendars** – Notwithstanding the Contractor’s assigned risk for delays due to weather (See Section Nos. 80-6 and 80-7 of the FAA’s General Provisions), use clearly defined calendars that account for expected seasonal weather conditions (including winter shutdown periods) and environmental permit requirements, for the planning and scheduling of tasks. Do not incorporate a task with a description of “Winter Shutdown” that requires constraints rather utilize non-working periods utilizing a Base Calendar.

80-03-1.F Progress Schedule Update

In addition to the detailed schedule requirements for the submission of the Baseline Progress Schedule, the Contractor shall complete the following additional requirements for Monthly Progress Schedule submissions:

Durations – The Original Duration shall not be changed without prior written justification by the Contractor, and written approval by the RPR. The Contractor shall edit the Remaining Duration to reflect progress made on work tasks, and shall not use Duration percentage. If a proposed change to Original Duration is due to additional or changed work to the Contract, the Contractor shall instead add a task to reflect this additional work. The Contractor shall not use zero durations for Task Dependent tasks.

Started and Finished dates – For each task where work was begun during the Monthly reporting period, the Contractor shall check the box adjacent to Started and enter the date the work began. For each task where work was completed during the Monthly reporting period.

If the Contractor fails to submit the required Progress Schedule updates and revisions, the Contractor waives its rights to adjustments of time and related compensation for delays that accrue during the period in which the progress schedule has not been submitted in accordance with the detailed CPM scheduling requirements.

The Owner will have no liability for any subsequent Contractor time related disputes which occurred during the period of time in which the Contractor failed to submit monthly progress schedule updates and revisions in a timely manner.

80-03.1.G Schedule for Submittals.

Progress Schedule submissions will only be considered complete when all documents and data have been provided to the RPR. When preparing a formal submission of the Progress Schedule, the Contractor shall make a pdf of the current Progress Schedule and name it according to the file naming convention determined at the Preconstruction Scheduling Meeting.

- A.** Submittals shall be uploaded to a designated location on the Project FTP Site as directed by the RPR with sufficient time to allow for review.
- B.** Allow five (5) calendar days for review and turnaround of Progress Schedule submittals.
- C.** Monthly submission of updated Progress Schedule shall be completed prior to processing of monthly pay requisition.
- D.** Immediate Rejection of Progress Schedule submissions. The following deficiencies in a Contractor's Progress Schedule submission shall be grounds for the immediate rejection by the RPR, without further review, analysis and/or comments.
 - Failure of the Project Scheduler to "schedule" the Project, as of the status date.
 - Any tasks without predecessors or tasks without successors, appearing in the Schedule with the exception of the first and last task in the schedule.
 - Any task constraints appearing in the Schedule that have not been approved in writing by the RPR, or that are not specifically allowed by this specification.
 - Any Tasks with Actual Dates > Status Date
 - Any Milestone Tasks with invalid relationships
 - Failure to have a clearly defined Critical Path from the Status Date to the last task in the schedule, using the Longest Path method. This would reflect logic errors in the project schedule.
 - If any of these deficiencies are found, the Contractor's submission shall be considered deficient, and RPR will notify the Contractor immediately.

No direct payment will be made for the coordinated construction schedule. The cost of creating, revising, maintaining, updating, etc. the coordinated construction schedule shall be included in the price of the bid for the various items of the Contract.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a monthly basis, or as otherwise specified in the contract. Submission of the work schedule

shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 Limitation of operations. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

See Attachment "A" to Section 70-08 - Construction Safety and Phasing Plan (CSPP) at the end of Section 70.

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

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

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

If the Contractor requests changes to the CSPP and the requested changes are acceptable to the Owner, the Engineer, and the RPR, the Engineer will request a modification to the CSPP from the FAA. The Contractor shall plan on a minimum of 90 days for this process to be completed. No deviation to the original CSPP shall be made without FAA approval.

80-05 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 Determination and extension of contract time. The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

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

80-07.1 Contract time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract for each work area, counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

80-08 Failure to complete on time. 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 paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LDs) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
Base Bid	\$1,500/Calendar Day	180 Calendar Days
Base Bid plus Add Alternate Bid No. 1	\$1,500/Calendar Day	240 Calendar Days
Base Bid plus Add Alternate Bid No. 1 plus Add Alternate Bid No. 2	\$1,500/Calendar Day	240 Calendar Days

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

80-09 Default and termination of contract. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or

- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 Termination for national emergencies. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

Section 90 Measurement and Payment

90-01 Measurement of quantities. All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term “lump sum” when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, “lump sum” work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term “ton” will mean the short ton consisting of 2,000 pounds (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles

Term	Description
	shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted. In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%. In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.

Term	Description
	Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment. All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i>.
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the “basis of payment” subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities*, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items*, the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR’s order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR’s order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

Payment for extra work for "agreed prices" and for "time and materials" work shall be based on the following:

- 1. Agreed Price/Time and Materials Work.** All agreed price and time and materials work shall be approved by the Owner and the FAA prior to proceeding with the work. The Engineer and Contractor shall be responsible for tracking the number of employees, number of hours and classification of each employee, numbers of hours that equipment is utilized and materials utilized for the extra work that is paid utilizing time and materials work.
 - a. Miscellaneous.** No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
 - b. Comparison of Record.** The Contractor and the Engineer shall compare records of the cost of agreed price/time and materials work at the end of each day. Agreement shall be indicated by signature of the Contractor and the Engineer or their duly authorized representatives.
 - c. Statement.** No payment will be made for work performed on an agreed price/time and materials basis until the Contractor has furnished the Engineer with duplicate itemized statements of the cost of such agreed price/time and materials work detailed as follows:
 - (1)** Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
 - (2)** Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
 - (a)** Contractor Owned Equipment Trucks and Plant.- Contractor shall be reimbursed for its ownership costs and for its operating costs for self owned equipment at the rates listed in the Rental Rate Blue Book published by Dataquest, Inc. applied in the following manner as modified by the "Rate Adjustment Table":
 - (i)** Ownership Costs -- It is mutually understood that the rates for ownership costs reimburse the Contractor for all non-operating costs of owning the equipment, truck or plant including depreciation on the original purchase, insurance, applicable taxes, interest on investment, storage, overhead, repairs, moving the equipment onto and away from the project or work site, and profit. Reimbursement will be made for the hours of actual use as described below.
 - (ii)** Less than 8 hours of actual use, the product of the actual number of hours used or fraction thereof multiplied by the hourly rate, or the daily rate, whichever is less.
 - (iii)** Between 8 hours and 40 hours of actual use, the product of the actual number of hours used divided by 8 multiplied by the daily rate, or the weekly rate, whichever is less.

- (iv) Between 40 and 176 hours of actual use, the product of the actual number of hours used divided by 40 multiplied by the weekly rate, or the monthly rate, whichever is less.
 - (v) Over 176 hours of actual use, the product of the actual number of hours used divided by 176 multiplied by the monthly rate.
 - (vi) Operating Costs -- The rate for operating costs includes fuel, lubricants, other operating expendables, and preventative and field maintenance. Operating cost does not include the operator's wages. The Contractor shall be reimbursed the product of the number of hours of actual use multiplied by the Estimated Operating Cost/Hour.
 - (vii) The rates used shall be those in effect at the time the agreed price/time and materials work is done as reflected in the then current publication of the Rental Rate Blue Book. When agreed price/time and materials type analysis are used to establish agreed prices in accordance with paragraph A above, the rates used shall be those in effect when the agreed price is developed by the Contractor.
 - (viii) In the event that a rate is not established in the Rental Rate Blue Book for a particular piece of equipment, truck or plant, the Engineer shall establish rates for ownership costs and operating costs for that piece of equipment, truck or plant that is consistent with its cost and expected life.
 - (ix) The geographic Regional Adjustment Factor shown in the map at the beginning of each section of the Rental Rate Blue Book shall not be applied to the equipment rates subsequently listed in each section, and shall not be used as a basis for payment.
- (b) Rented Equipment, Trucks and Plant --
- (i) In the event that the Contractor does not own a specific type of equipment and must obtain it by rental, it shall be paid the actual rental rate for the equipment for the time that the equipment is used to accomplish the work or is required by the Engineer to be present, not to exceed the adjusted rental rate in the Rental Rate Blue Book, plus the reasonable cost of moving the equipment onto and away from the project site.
 - (ii) The Contractor shall also be reimbursed for the operating cost of the equipment unless reflected in the rental price. Such operating cost shall be determined in the same manner as specified for Contractor Owned Equipment above.
 - (iii) In the event that area practice dictates the rental of equipment with an operator or fully fueled and maintained equipment, truck or plants, payment will be made on the basis of an invoice for the rental of the equipment with an operator, fully fueled and/or maintained equipment, trucks or plants including all costs incidental to its use, including costs of moving to and from the site, provided the rated is substantiated by area practice.
- (c) Maximum Amount Payable -- The maximum amount of reimbursement for the ownership costs of Contractor owned or the rental cost of rented equipment, trucks or plant is limited to the original purchase price of the equipment, truck or plant for any agreed price/time and materials work as listed in the Green Guide for Construction Equipment published by the Dataquest, Inc. In the specific event when the ownership or rental reimbursement is limited by the original purchase price, the Contractor

shall, nevertheless, be reimbursed for the operating Cost/Hour for each hour of actual use.

- (3) Quantities of materials, prices, and extensions.
- (4) Transportation of materials.
- (5) Overhead and Profit. If any of the work is performed by a subcontractor, the Contractor shall be paid the actual and reasonable cost of such subcontracted work computed as outlined in a through d above, or on such other basis as may be approved by the Owner. Subcontractor profit and overhead shall be paid as outlined in this section, plus an additional allowance of five percent (5%) of materials and direct labor to cover the Contractor's profit, superintendence, administration, insurance and other overhead. For the purposes of computing overhead and profit, only one level or tier of subcontractors will be allowed.

Overhead shall be defined to include, but not be limited to:

- premium on bonds;
- premium on insurance required by workman's compensation insurance, public liability and property damage insurance, unemployment insurance, social security tax, and other payroll taxes and such reasonable charges that are paid by the Contractor pursuant to written agreement with his/her employee;
- all salary and expenses of executive officers, supervising officers or supervising employees;
- all clerical or stenographic employees;
- all charges for minor equipment, such as small tools, including shovels, picks, axes, saws, bars, sledges, lanterns, jacks, cables, pails, wrenches, etc. and other miscellaneous supplies and services;
- all drafting room accessories such as paper, tracing cloth, blueprinting, etc.

Overhead and profit cost shall be computed at 20 percent of the following:

- Total Direct Labor Cost (actual hours worked multiplied by the basic hourly wage rate) plus supplemental benefits payments, payroll taxes, insurance payments and other labor related fringe benefit payments as defined in 'a' above, but not including the overtime additive payments. Overhead and profit shall not be paid on the premium portion of overtime.
- Total Cost of Materials as defined in (3) and (4) above.

90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

a. From the total of the amount determined to be payable on a partial payment, five (5) percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-03. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 7 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 7 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

No partial payments will be made for work items lacking approved submittals, or lacking acceptable manufacturer's material certifications.

Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Airport Sponsor. This clause applies to both DBE and non-DBE subcontractors.

Contractors shall include in their subcontracts language providing that Contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes.

The Contractor will not be reimbursed for work performed by subcontractors unless and until the Contractor ensures that the subcontractors are promptly paid for the work they have performed.

The same requirement for prompt payment shall be applied to all tier subcontractors.

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other

sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.
- b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.
- e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

90-08 Payment of withheld funds. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 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.
- e. Deposits in escrow shall be maintained for a period of time described in the subsection titled GUARANTY of this section, or the Contractor shall furnish a bond as described in the subsection titled SECURITY FOR GUARANTEE of this section.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall

be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work. Light Emitting Diode emitting diode (LED) light fixtures and guidance signs with the exception of obstruction lighting, must be warranted by the manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within 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 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

i. The Owner and Engineer will perform a warranty inspection with the Contractor approximately three (3) months before the end of the one year warranty period.

90-11 Contractor Final Project Documentation. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual(s). The Contractor shall prepare a project O&M Manual for the Owner. The O&M Manual shall consist of approved certification submittals, approved shop and setting drawing submittals, approved catalogue data submittals, circuit test results in accordance with Item L-108, and O&M Manuals for equipment installed that have operating procedures and/or maintenance requirements associated with them. The O&M manual shall be neatly bound in a properly sized 3-ring binder and tabbed by specification section. The O&M Manual shall be submitted to the Engineer prior to final payment to facilitate project closeout.

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

m. Contractor's Affidavit of Payment of Debts and Claims (AIA Document G706) from the Prime Contractor.

n. Contractor's Affidavit of Release of Liens (AIA Document G706A) from the Prime Contractor.

o. Contractor's Affidavit of Payment of Debts and Claims (AIA Document G706) from each subcontractor.

p. Contractor's Affidavit of Release of Liens (AIA Document G706A) from each subcontractor.

q. Consent of Surety to Final Payment (AIA Document G707) from the Prime Contractor.

r. Prime Contractor's Certification (New York State Labor Law Section 220-a).

s. Subcontractor's Certification (New York State Labor Law Section 220-a).

END OF SECTION 90

Special Provisions to the General Provisions

SP 20-16 Addenda and interpretation. No interpretation of the meaning of the Contract Documents, Contract Drawings or other portions of the Contract will be made orally. Every request for such interpretation must be in writing and addressed to C&S Engineers, Inc., 499 Col. Eileen Collins Boulevard, Syracuse, New York 13212, and to be given consideration must be received at the above address at least seven (7) days prior to the date fixed for opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda, which, when issued, will be sent via email to all holders of Contract Documents at the respective addresses furnished for such purposes, not later than twenty-four (24) hours prior to the date fixed for the opening of bids. Failure of any Bidder to receive or retrieve any such addenda or interpretation shall not relieve said Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract.

SP 20-17 Sales tax exemption. The Owner is exempt from payment of Sales and Compensating Use Taxes of the State of New York and of cities and counties on all materials and supplies sold to the Owner pursuant to the provisions of this Contract. These taxes are not to be included in bids. This exemption does not, however, apply to tools, machinery, equipment or other property leased by or to the Contractor or a Subcontractor to materials and supplies of any kind which will not be incorporated into the completed project, and the Contractor and 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 other property or on such unincorporated materials and supplies, and the provisions set forth below will not be applicable to such tools, machinery, equipment, property and unincorporated materials and supplies.

The Contractor agrees to sell, free of encumbrances, and the Owner agrees to purchase all of the materials and supplies (except as above set forth) required, necessary or proper for or incidental to the construction of the Project covered by this agreement. Title to all materials and supplies to be sold by the Contractor to the Owner, pursuant to the provisions of the Contract, shall immediately vest in and become the sole property of the Owner upon delivery of such materials and supplies to the Project site. The Contractor shall mark or otherwise identify all such materials and supplies as the property of the Owner. The Contractor, at the request of the Owner, shall furnish to the Owner such confirmatory bills of sale and other instruments as may be required by it, properly executed, acknowledged and delivered, confirming to the Owner, title to such materials and supplies free of encumbrances.

In the event that after title has passed to the Owner any of such materials and supplies are rejected as being defective or otherwise unsatisfactory, title to all such materials and supplies shall upon such rejection revert in the Contractor.

The sum paid under this Agreement shall be deemed to be in full consideration for the performance by the Contractor of all 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 Sec. 1116 of the Tax

Law of the State of New York) and therefore not subject to the New York State Sales or Compensating Use or any such taxes of cities and counties. The 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 the separation of the sale of materials and supplies from the work and labor to be provided.

If as a result of such sale of materials and supplies (1) any claim is made against the Contractor or any Subcontractor by the State of New York or any city or county for Sales or Compensating Use Taxes on the 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 aforementioned materials and supplies, then, if the Contractor and Subcontractor have complied with the provisions of this Contract relating thereto, the Owner will reimburse the Contractor or any Subcontractor, as the case may be, for an amount equal to the amount of such tax required to be paid in accordance with the requirements of law, provided that:

- A.
 1. The Subcontract Agreements in connection with this Contract, provide for the resale of such materials and supplies, prior to and separate and apart from the incorporation of such materials and supplies into the permanent construction.
 2. Such Subcontract Agreements are in a form similar to this Contract with respect to the separation of the sale of materials and supplies from the other work 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.

SP 30-09 Conformed Contract Documents. Conformed Contract Documents sent to the successful bidder for execution will consist of the original contract documents with a copy of the successful bidder's Proposal section inserted. In addition, the Form of Contract will be edited to include a contract date, the Contractor's name and address, the contract parts that are being awarded: Total Bid; Total Base Bid; Total Base Bid plus Add-On No. 1; Total Alternate No. 1 Bid plus Add-On No. 1; etc., the total contract amount awarded, the list of Addenda and dates, the contractor's company name on the signature page, a copy of the Contractor's Performance Bond, Labor and Material Payment Bond and Insurance Certificates will be inserted. The original completed and signed Proposal will be kept on file with the Owner or Engineer.

The Conformed Contracts Documents may incorporate changes to the General Provisions and the Technical Specifications which were made by addendum. If changes are so included, the addendum cover sheets will be included in the Conformed Contract Documents before the Table of Contents, otherwise the full addendum will be included before the Table of Contents.

The cover of the Contract Documents will be labeled "Conformed Contract".

SP 30-10 Issued for Construction Contract Documents. Issued for Construction (IFC) Contract Documents will be distributed prior to the start of construction. The IFC contract documents consist of the Conformed Contract Documents and the Contract Drawings. The IFC Contract Documents will include a copy of the executed Form of Contract. The original filled out and signed Form of Contract will be kept on file with the Owner or Engineer. The IFC Construction Drawings will incorporate any changes made by addendum during the bidding process.

The cover of the Contract Documents will be labeled "Conformed Contract" and "Issued for Construction". The title sheet of the Contract Drawings will be labeled "Issued for Construction".

SP 50-17 Additional Survey Requirements.

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

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

B. Survey Reference Points.

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

C. Project Layout Requirements.

1. Establish a sufficient number of permanent bench marks on Site, as may be required, referenced to data established by survey control points. Record locations of benchmarks with horizontal and vertical data on Project Record Documents.
2. From established control points, layout all Work by establishing all lines and grades at Site necessary to control Work. Contractor shall be responsible for all measurements that may be required for execution of Work to location and limit marks prescribed in appropriate Specification Sections or on Contract Drawings.
3. Furnish, at contractor expense, all such stakes, steel pins, equipment, tools and material and labor that may be required in laying out Work control points.
4. Establish lines and levels. Locate and layout by instrumentation and similar appropriate means:
 - a. Verify property, grades, lines, levels and dimensions indicated.
 - b. Site Improvements
 - 1) Provide stakes for grading, fill and topsoil placement.
 - 2) Layout utility slopes and invert elevations.
 - 3) Layout limits of pavement demolition and proposed pavement.
4. Verify and coordinate in field all existing and proposed underground components including civil, structural, utilities and other components prior to initiation of the Work. Advise RPR and/or FAA of any conflicts or discrepancies.

D. Documents.

1. Submit name, address and contact information of Surveyor to RPR.
2. On request of the RPR, submit documentation to certify accuracy of construction survey and stakeout work and compliance with Contract Documents.

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

E. GPS Inspection Unit. Section not used.

F. Computer Aided Drafting & Design (CADD) and 3D Surface files. Section not used.

G. Equipment.

1. Surveying Equipment. Upon request, the Contractor shall make available to the RPR, a rod, level, and tripod. The rod shall be telescoping rod, 15 feet in length with hundredth of a foot graduations. The level shall be self-leveling and have documentation demonstrating it has been calibrated within twelve months of the project's commencement.
2. Materials. Stakes used for construction layout shall be sound hardwood stakes having minimum dimensions of 1 inch by 1 inch by 4 feet in length.
3. GPS Inspection Units.
 - a. GPS units provided for a single contract shall be of the same model and manufacturer; and shall include, and be licensed to operate, the same versions of GPS planning software, data collection software, navigation software, stakeout software and post processing software. All software provided (including firmware) shall be the most current available from the manufacturer at the time of delivery of the GPS units. GPS inspection units should be of the same manufacturer as those used by the Contractor. GPS units shall not be more than 2 years old from the date of manufacturing to the time of delivery. To verify the age of the GPS units, the Contractor shall provide a dated copy of the manufacturer's receipt(s) for the purchase, lease or rental of the units.
 - b. GPS units shall include both standard USB cable and Bluetooth wireless technology for data transfer.
 - c. Data shall be capable of being copied onto or from a removable industry standard data storage card (e.g.: secure digital SD Card). Each GPS Unit shall include 2 data storage cards, each with a minimum capacity of 4 GB each.
 - d. GPS units shall include the ability to import/export and display point and alignment data which is in XML format, and also import graphics files which are in DGN or DXF format.
 - e. GPS units shall have an internal, or modular, rechargeable battery system capable of operating a minimum of 8 hours (may include interchangeable batteries), and shall include a battery charger.
 - f. GPS units shall include a hard or soft shell carry case, and all appropriate operation manuals.

4. Survey Grade GPS Inspection Units.

- a. The Contractor shall provide the RPR with one GPS Inspection Unit for use during the course of the project. GPS units shall be equipped to receive Global Positioning System (GPS), GLONASS and GNSS position data.
- b. GPS units shall be equipped to receive, and be capable of utilizing, Real Time Kinematics (RTK) correctional data (current version of RTCM format) through internet protocol as provided from the Continuously Operating Reference System (CORS) Network. This shall include all necessary communication devices, repeaters and systems, data service plans and communications to meet the minimum required accuracy and not exceed a 2 second latency at the rover. Whichever communication method is utilized by the Contractor to broadcast the CORS RTK correctional data, the Contractor shall ensure that the RTK data shall be available at all locations across the entire contract site during all hours of construction and inspection operations.
- c. GPS units shall include the capability to “localize” both the horizontal and vertical control to local project monumentation (also known as calibrate), while utilizing RTK corrections from a reference network.
- d. GPS units shall include either an integrated or modular communication device capable of receiving RTK correctional data to satisfy the requirement of using CORS RTK corrections.
- e. GPS units shall have the ability to display the number of satellites tracked at any one time, and indicate the accuracy quality of each measurement relative to the strength of signals, and the GDOP (Geometric Dilution of Precision).
- f. GPS Unit shall include dual frequency receivers.
- g. Minimum Required Kinematic Accuracy relative to primary project control (CORS): Horizontal: 0.033 ft. + 1.0 ppm; Vertical: 0.065 ft. + 1.0 ppm
- h. All necessary hardware and software shall be included (including communication drivers) to connect the GPS unit to a Tablet PC and communicate/exchange positional data with CADD software.
- i. The data controller shall permit the user to program and store multiple configurations (also known as user preferences) prior to the actual field measurements. Configurations shall be capable of being stored and recalled in the field.
- j. GPS units shall include one fixed height rover rod of 6.56 feet in length, one attachable bipod which is compatible with the rover rod, and one topo shoe.
- k. A GPS unit set up to operate as a base station shall include all necessary additional cables, hardware, fasteners or accessories necessary to install it in a fixed semi-permanent location, will not be considered as a rover unit, and therefore will not require a rover rod, a bi-pod, or a topo shoe.

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

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

Existing grades on the surface files, where they do not match the locations of actual spot elevations shown on the topographic map, were developed by computer interpolation from those spot elevations. Prior to disturbing original grade, a Licensed Surveyor shall verify the accuracy of the existing

ground surface by verifying spot elevations at the same locations where original field survey data was obtained as indicated on the topographic map. For this purpose, the RPR will provide the Contractor with a 3D CADD file of the topographic survey. Surveyor shall recognize that, due to the interpolation process, the actual ground surface at any particular location may differ somewhat from the interpolated surface shown on the design cross sections or obtained from the surface files. Surveyor's verification of original ground surface, however, shall be limited to verification of spot elevations as indicated herein, and no adjustments will be made to the original ground surface unless the Surveyor demonstrates that spot elevations shown are incorrect. For this purpose, spot elevations which are within 0.1 foot of the stated elevations for ground surfaces, or within 0.02 foot for hard surfaces (pavements, buildings, foundations, structures, etc.) shall be considered "no change". Only deviations in excess of these will be considered for adjustment of the original ground surface. If Surveyor's verification identifies discrepancies in the topographic map, Contractor shall notify RPR in writing at least two weeks before disturbance of existing grade to allow sufficient time to verify the submitted information and make adjustments to the design cross sections or surface files. Disturbance of existing grade in any area shall constitute acceptance by the Contractor of the accuracy of the original elevations shown on the topographic map for that area.

The Contractor's survey shall not exceed the following:

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

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

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

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

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

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

L. GPS Inspection Unit. Section not used.

M. GPS Training Provisions. Section not used.

SP 50-18 Removal of water. The Contractor shall at all times during construction, provide and maintain proper and satisfactory means and devices for the removal of all water entering the excavations, and shall remove all such water as fast as it may collect, in such manner as shall not interfere with the prosecution of the work or the proper placing of materials or other work.

Removal of water includes the construction and removal of cofferdams, sheeting and bracing, the furnishing of materials and labor necessary therefore, the excavation and maintenance of ditches and sluiceways and the furnishing and operation of pumps, wellpoints and appliances needed to maintain thorough drainage of the work in a satisfactory manner.

Water shall not be allowed to rise over or come in contact with any masonry, concrete or mortar, until at least twenty-four (24) hours after placement and no stream of water shall be allowed to flow over such work until such time as the RPR may permit.

Unless otherwise specified, all excavations which extend down to or below the static groundwater elevations at the sites of structures shall be dewatered by lowering and maintaining the groundwater beneath such excavations at an elevation not less than that specified herein at all times when work thereon is in progress, during subgrade preparation and the placing of the structure or other materials thereon.

Where the presence of fine granular subsurface materials and a high groundwater table may cause the upward flow of water into the excavation with a resulting quick condition, the Contractor shall install and operate a suitable dewatering system to prevent the upward flow of water during construction.

When the water table is within the capillary rise of silt/clay subsurface material, the Contractor shall select and operate his equipment in a manner to prevent the deterioration of the working surface due to the upward flow of water during construction.

The effluent pumped from the dewatering system shall be examined periodically by qualified personnel to determine if the system is operating satisfactorily without the removal of fines.

Unless otherwise directed by the RPR or shown on the Contract Documents, the water level shall not be permitted to rise until construction in the immediate area is completed and the excavation backfilled to the original grade or proposed grade.

Where well points are used, the groundwater shall be lowered and maintained continuously (day and night) at a level not less than two (2) feet below the bottom of the excavation. Excavation will not be permitted at a level lower than two (2) feet above the water level as indicated by the observation wells.

The wellpoint system shall be designed or installed by or under the supervision of an organization whose principal business is wellpointing and has at least five (5) consecutive years of similar experience and can furnish a representative list of satisfactory similar operations. Wellpoint headers, points and other pertinent equipment shall not be placed within the limits of the excavation in such a manner or location as to interfere with the laying of pipe or trenching operations or with the excavation for and/or construction of other structures. Standby gasoline or diesel powered equipment shall be provided so that in the event of failure of the operating equipment, the standby equipment can be readily connected to the dewatering system. The standby equipment shall be maintained in good order and actuated regularly not less than twice a week when directed.

Wellpoints shall be installed in the center of a sand wick drain which shall be placed by means of a sanding shell or other approved means to provide a sand core not less than ten (10) inches in diameter.

Detached observation wells of similar construction to the wellpoints shall be installed at intervals of not less than fifty (50) feet along the opposite side of the trench from the header pipe and line of wellpoints, or around the excavation for a structure or as shown on the Contract Drawings, to a depth of at least five (5) feet below the proposed excavation. In addition, one wellpoint in every fifty (50) feet shall be fitted with a tee, plug and valve so that the wellpoint can be converted for use as an observation well. Observation wells shall be not less than one and one-half (12) inch in diameter.

Water pumped or drained from excavations, or any sewers, drains, or water courses encountered in the work, shall be disposed of in a suitable manner without injury to adjacent property, the work under construction, or to pavements, roads and drives. No water shall be discharged to sanitary sewers. Sanitary sewage shall be pumped to sanitary sewers or shall be disposed of by an approved method.

Any damage caused by improper handling of water shall be repaired by the Contractor at his/her own expense.

SP 50-19 Sheeting and bracing. The Contractor shall furnish, place and maintain such sheeting, bracing and shoring as required to support the sides and ends of excavations in such a manner as to prevent any movement which would in any way damage the pipe, sewers, masonry or other work, diminish the width necessary, otherwise damage or delay the work, or endanger existing structures, pipes or pavements, or to occasion a hazard to persons engaged on the project or to the general public.

Sheeting and bracing or other trench protection shall be utilized as required for the safety of employees exposed to the hazard of falling or sliding material from any trench or excavation in conformance with the provisions of Industrial Code Rule 23 as amended, and OSHA. Sheeting and bracing must be designed by, signed and stamped by a Professional Engineer licensed to practice in the State in which the project is located.

The Contractor shall be responsible for the adequacy of all trench support systems used and for all damage to persons or property resulting from improper quality, strength, placing, maintenance and removal.

All material used for sheeting and bracing shall be sound and free from defects which might impair its strength or effectiveness.

All timber sheeting and bracing shall be sound and straight, free from cracks, shakes and large or loose knots.

All steel sheeting and bracing shall be sound and straight, free from bends, twists or splits, having square and undamaged ends.

Sheeting shall be driven vertically from the original ground surface as the excavation progresses. Sufficient toe support shall be sustained so as to maintain pressure against the original ground at all times.

Timber sheeting shall be driven so that edges are tight together and steel sheeting driven with the individual members interlocking. All bracing shall be of such design and strength as to maintain the sheeting in its proper position.

The Contractor shall be solely responsible for the adequacy of all sheeting and bracing.

In general, all sheeting and bracing, whether of steel, timber or other material, used to support the sides of trenches or other open excavations, shall be withdrawn as the trenches or other open excavations are being refilled. That portion of the sheeting extending below the top of a pipe, sewer or structure shall be withdrawn, unless otherwise directed, before more than 6 inches of earth is placed above the top of the pipe, sewer or structure and before any bracing is removed. The voids left by the sheeting shall be carefully refilled with selected material and rammed tight with tools especially adapted for the purpose or otherwise as may be approved.

The Contractor shall be responsible for the adequate shoring and/or bracing of any existing utilities encountered during the excavation. Such utilities shall be braced or shored in a manner acceptable to the local jurisdictional agency having authority over the utility encountered. It shall be the responsibility of the Contractor to prevent damage to or displacement of utilities, and to work with and request the concurrence of the utility's company representative in this matter.

SP 60-09 Shop and setting drawings and catalogue data. All materials and equipment used in the work shall be submitted to the RPR, unless otherwise directed. The RPR will forward the submittals to Engineer for their review and approval prior to ordering the equipment. All information required for the Engineer's review of each particular pay item shall be sent as one submittal. In addition, if the pay item interfaces with other pay items (as in the case of electrical equipment), then the submittals covering the interfacing pay items shall be sent at the same time. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable). Drawings and data shall be submitted sufficiently in advance of the work to permit proper review, including time for necessary revisions and re-submittals. The Contractor is solely responsible for delays in the project accruing directly or indirectly from late submissions or resubmissions of submittals.

Shop and setting drawings shall present complete and accurate information relative to all working dimensions, equipment weight assembly and sectional view, all the necessary details, pertaining to coordinating the work of the Contract, lists of materials and finishes, parts lists and the description thereof, lists of spare parts and tools where such parts or tools are required, no-scale control diagrams for control wiring and control piping, and any other items of information that are required to demonstrate detail compliance with the Plans and Specifications. Each drawing shall be dated and shall show the name of the Project, Contract Number and the name of the manufacturer of the equipment covered by the drawing or drawings. The Engineer will not review any drawings that are not properly identified or that do not contain complete data on the work or that have not been checked, stamped and signed by the Contractor for compliance with the Contract Documents.

The Engineer's review of the Contractor's Shop Drawings signifies only that such drawings appear to be in substantial conformity with the Contract Drawings and Contract Documents. Such review does not indicate approval of every detail of the drawings nor of the work methods of the Contractor which are indicated thereon. Regardless of the corrections made in or made of such drawings by the Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings, for their conformity to the Plans and Specifications and for the proper fitting and construction of the work.

No work covered by shop and setting drawings shall be done until the drawings have been reviewed and found acceptable by the Engineer. No payment shall be made on any item for which submittals are not received and found acceptable by the Engineer.

SP 60-10 Electrical shop drawings. Drawings for electrical equipment shall show physical dimensions and installation details and shall include elementary and connection diagrams for each control assembly and the interconnection diagrams for all equipment. The drawings shall show clearly the coordination of control work, shall identify the components external to electrical equipment and shall define the contact arrangement and control action of the primary and final control elements.

Where standard electrical control equipment having complex internal wiring is required, such as control panels, generator transfer panels, electric or electronic instruments and similar items, the detail shop wiring diagrams for such equipment will not be required, and, if submitted, will in general not be reviewed. The submittal for each such item of equipment shall, however, include an elementary diagram of the input and output elements which require connections to external equipment, and/or a complete step by step description of the control action of the equipment being submitted. In the event that any questions arise as to the type of information to be presented on the submittal, the supplier shall direct inquiries to the RPR through the Prime Contractor in advance of the preparation of his/her submittal.

SP 60-11 Substitute items. If in the Engineer's sole judgment an item of material or equipment proposed by the Contractor does not qualify as an "or-equal" item, it will be considered a substitute item. The Contractor shall submit sufficient information as provided below to allow the Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. The procedure for review by the Engineer will include the following and as the Engineer may decide is appropriate under the circumstances. Requests for review of substitute items of material or equipment will not be accepted by the Engineer from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall first make a written application through the RPR to the Engineer for acceptance thereof, certifying that the substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the substitute will prejudice the Contractor's achievement of completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents or Contract Drawings (or in the provisions of any other direct contract with the Owner for work on the Project) to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. If the substitute item requires modifications to any existing features or to any proposed work, the application shall also include details of proposed modifications necessary to accommodate the substitute item. Such details shall include scaled layouts, dimensions and other pertinent information to enable the Engineer to accurately assess the entire application. If the substitute item and proposed modifications are approved, the Contractor, at no additional cost to the Owner, shall do all work necessary to make such modifications and absorb all costs of any related changes imposed on other Contractor's. All variations of the substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by the Engineer in evaluating the substitute. The Engineer may require the Contractor to furnish additional data about the substitute.

- A. Engineer's Evaluation.** The Engineer will be the sole judge of acceptability. No substitute will be ordered, installed or utilized without the Engineer's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. The Engineer will record time required by the Engineer and the Engineer's Consultants in evaluating substitutes proposed or submitted by the Contractor and in making changes in the Contract Documents or Contract Drawings (or in the provisions of any other direct contract with Owner for work on the Project)

occasioned thereby. The Engineer's charges shall be at the same rates the Engineer charges for such services to the Owner.

- B. Contractor's Expense.** All data to be provided by the Contractor in support of any substitute item will be at the Contractor's expense. In order to aid the Engineer in determining the equality of an or substitute item (when compared to the item actually specified), the Contractor shall arrange for the performance of any tests requested by the Engineer. The Engineer shall determine the nature, extent, tester and degree of supervision of such tests. Certified test results shall be mailed directly to the Engineer for all tests requested. All costs of such tests, including engineering costs, shall be borne by the Contractor. The Owner may require the Contractor to furnish at the Contractor's expense a special performance guarantee or other surety with respect to any substitute. Whether or not the Engineer accepts a substitute item so proposed or submitted by the Contractor, the Contractor shall reimburse the Owner for the charges of the Engineer and the Engineer's Consultants for evaluating each such substitute item. The costs for evaluating substitute items shall be deducted from the Owner's payment to the Contractor.

SP 60-12 Submittal procedure. The following procedure has been established for the submittal and processing of shop and setting drawings, working drawings, and catalogue data. Departures from this procedure may result in delay and misunderstandings.

- A.** All information required for the Engineer's review of each particular pay item shall be sent as one submittal to the RPR with an attached submittal cover sheet. In addition, if the pay item interfaces with other pay items (as in the case of electrical equipment), then the submittals covering the interfacing pay items shall be sent at the same time.
- B.** In submitting certifications, drawings, catalog data, and similar items for review, one (1) electronic copy shall be submitted to Doc Express or Procore. Access to Doc Express or Procore will be provided by the RPR upon award of the Contract. The submittal will be reviewed by the Engineer, stamped and signed. The submittal bearing the reviewed stamp and signature will be reloaded back to Doc Express or Procore by the Engineer. It will be the Contractor's responsibility to check Doc Express or Procore for updated submittals.

The Contractor shall provide one (1) hard copy of each of the stamped and signed submittals for inclusion in the O&M Manual prior to contract closeout.

The RPR shall be responsible for printing sufficient copies of each submittal for their own records. The Contractor shall be responsible for printing sufficient copies of each submittal for their own records and distributing to each of the other prime or subcontractors whose work is to be correlated with such submittals.

- C.** Submittals will be stamped by the Engineer as follows:

1. "Approved", if no change or rejection is made.
2. "Approved as Noted", if minor changes or additions are made, but re-submittal is not considered necessary. All copies will bear the corrective marks.
3. "Revise and Resubmit", if the changes requested are extensive. In this case, re-submittal after correction is necessary and the same number of copies shall be included in the re-submittal as in the first submittal.

4. "Rejected", if it is considered that the data submitted cannot with reasonable revision meet the requirements of the Plans and Specifications.
5. "Submit Specified Item", if the data submitted is not clear, complete, or for other reasons cannot be examined by the Engineer to establish compliance with the Plans and Specifications.

D. Unless otherwise approved in specific cases, all submittals must be transmitted by the Prime Contractor, not by the Subcontractors or vendors.

Any changes in re-submittals, other than those indicated as requested, must be specifically brought to the attention of the RPR. Changes or additions shall not be made in, or to, any fabricated item, part or material without having a re-review.

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

New York State Labor Law requires for every contract for the construction, reconstruction, maintenance and/or repair of public work to which the State or a municipality is a party, where the total cost of all work to be performed under the contract is at least \$250,000, all laborers, workers and mechanics employed performing work of the contract on the work site be certified as having successfully completed an OSHA 10-hour Construction Safety course. This requirement applies to the Contractor, subContractors and other persons.

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

The Contractor is required to insert these contract provision in each lower tier contract (e.g. subcontract or sub-agreement).

The Contractor is required (including all Subcontractors) to incorporate these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services.

The Contractor shall be responsible for compliance with these contract provisions by any Subcontractor, lower-tier Subcontractor or service provider.

A1 ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or its subContractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A3 BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws (Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.), U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

Certificate of Compliance with FAA Buy American Preference – Equipment/Building Projects

NOTE: Certification is included in the PROPOSAL.

A4 CIVIL RIGHTS – GENERAL

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and Subcontractors from the bid solicitation period through the completion of the contract.

A5 CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI Solicitation Notice:

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

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 U.S.C. § 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) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 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 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (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 (42 U.S.C. § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

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, national origin), creed, sex, age, or disability 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 including amendments thereto.
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.
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.

A6 CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

A7 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to

such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A8 COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A9 DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under regulations implementing the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are

considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in

providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
- (2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (E) A pay application can not be deemed acceptable until all Contractor and Subcontractors pay application back-up are submitted and approved by the Owner representative for the work period of the pay application.
- (iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than

that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at no less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

- (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

A10 DEBARMENT AND SUSPENSION

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

A11 DISADVANTAGED BUSINESS ENTERPRISE

- A. Bidders List Collection Data (§26.11) – Each bidder is required to complete and submit with their proposal. Bidders must provide the following information about all DBE and non-DBEs who bid as a prime contractor and subcontractor on this project:
- a. Firm name,
 - b. Firm address including ZIP code
 - c. Firm’s status as a DBE or non-DBE
 - d. NAICS code applicable to each scope of work the firm sought to perform in its bid
 - e. Age of the firm, and
 - f. The annual gross receipts of the firm

Incomplete bidders list can deem a bid irregular. **SEE THE BIDDERS LIST COLLECTION DATA FORM IN THE PROPOSAL SECTION.**

- B. **Solicitations Without a DBE Contract Goal.** The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership. A DBE contract goal has not been established for this contract; however, the Owner is implementing Small Business participation measures.
- C. Fostering Small Business Participation (49 CFR Part 26, §26.39).

In accordance with 49 CFR Part 26.39, the Sponsor has created a Small Business Element to structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime Contractors or subContractors.

A small business is defined as **a company and/or firm whose annual revenue does not exceed the cap on average annual gross receipts specified in §26.25(b).**

To be recognized as a small business, a firm must complete the Small Business Verification Form and submit federal tax returns for the past three years at the time of bid submission. The first page of each year's federal business tax return will be accepted in lieu of the full return, provided it includes a summary of the firm's gross receipts. All businesses that meet these criteria will be considered small businesses, regardless of race or sex.

The Owner will presume that a business is a "small business" or "small business concern" for purposes of this Program if the business is a for-profit enterprise, considering that they are within the size standards set forth by 49 CFR 26.65(b), that is either:

- DBE and ACDBE Certified; or
- An eligible participant of federal Small Business Administration (SBA) programs, which may include businesses certified as disadvantaged, minority-owned, women-owned, or emerging small businesses, Section 8(a) Business Development, Small Disadvantaged, and HUBZone. The SBA maintains an online listing of eligible, participating small businesses; or
- Certified by a public agency other than those listed above and meets a size standard that is no greater than the SBA size standard, which standard must be a criterion for certification or participation in that public agency program.

Proof of such certifications will be required at time of bid in lieu of federal tax returns.

In compliance with this policy, the Sponsor's DBE Program in regard to §26.39 Fostering Small Business Participation may include, but is not limited to, the following strategies:

- In large contracts, require bidders on the prime contract to specify elements of the contract ensuring that a reasonable number of prime contracts and subcontracts are of a size that small businesses, including DBEs, can reasonably perform;
- Arranging quantities, specifications, and delivery schedules to facilitate small business participation; and
- Dividing large contracts into multiple bid schedules and bid items to make it easier to define portions of the work to subcontract.

In order to actively implement the Sponsor's program elements to foster small business participation and to comply with the requirement of good faith implementation of our DBE program, the Sponsor will require that the Contractor fill out and submit the FOSTERING SMALL BUSINESS PARTICIPATION form for construction work items as well as for professional services work items. The forms shall be filled out and submitted to the Sponsor prior to receiving the Notice to Proceed. **SEE THE FOSTERING SMALL BUSINESS PARTICIPATION FORMS IN THE PROPOSAL SECTION.**

Prime Contracts (Projects Covered by a DBE Program)

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) –

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

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime Contractor receives from the Owner. The prime Contractor agrees further to return retainage payments to each subcontractor within 7 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above-mentioned time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors and all lower tiers

The Monthly Payment Report, found later in this section, is required to be submitted on a monthly basis throughout the entirety of the project. A progress payment will not be deemed complete and able to be processed until the reports are submitted. This report monitors the payments made from the prime to the subcontractors.

The prime Contractor is responsible for issuing the subcontractor’s Prompt Payment Certification to all subcontractors under this contract and is required to ensure that all subcontractors issue the certificate to each of their subcontractors. Each Contractor/subcontractor shall require each of their subcontractors to fill out and submit a copy of the certification to the Sponsor’s representative and the prime Contractor prior to each payment application until the subcontractor’s work is complete and paid in full. Not receiving the certification from the subcontractor will be cause for the Sponsor’s representative to delay processing the payment application.

A12 DISTRACTED DRIVING

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the

substance of this clause in all sub-tier contracts exceeding \$15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

A13 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

A15 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

SOLICITATION CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A16 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

NOTE: Certification is included in the PROPOSAL.

A17 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

CONTRACT CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A18 PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

A19 RIGHT TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

A20 SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

A21 TAX DELINQUENCY AND FELONY CONVICTIONS

NOTE: Certification is included in the PROPOSAL.

A22 TERMINATION OF CONTRACT

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CAUSE DEFAULT (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

A23 TRADE RESTRICTION CERTIFICATION

NOTE: Certification is included in the PROPOSAL.

A24 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

A25 DOMESTIC PREFERENCES FOR PROCUREMENTS

NOTE: Certification is included in the PROPOSAL.

A26 PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

The Contractor certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

SP 70-24 New York State Department of Transportation (NYSDOT) standard clauses for New York state contracts. The following verbiage is included verbatim from Appendix A, Standard Clauses for New York State Contracts, dated January 2014 as required by New York State Department of Transportation grant assurances:

STANDARD CLAUSES FOR NYS CONTRACTS

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

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or

reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 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 because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project. **SEE "SPECIAL NOTE" REGARDING PREVAILING WAGE RATES FOLLOWING THIS SECTION.**

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 (2NYCRR 105.4).
9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.
11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**
 - a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following:
 - (i) the payee's Federal employer identification number,
 - (ii) the payee's Federal social security number, and/or

(iii) the payee's Vendor Identification Number assigned by the Statewide Financial System.

Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification.

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

- (a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
- (b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color,

national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

- (c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.
16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.
17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.
18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. 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 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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 Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 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 Section 5-a, if the contractor fails to make the certification required by Tax Law Section 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: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

SP 70-25 NYSDOT terms and conditions. The following verbiage is included verbatim as required by a New York State Department of Transportation grant assurance:

TERMS AND CONDITIONS (ADDENDUM NO. 1):

1. The Grantee agrees to incorporate or cause to be incorporated into any contract for construction work, or furnishing of any materials, supplies, or equipment or professional consulting services of any kind in connection with the Project, clauses under which the Contractor:
 - a. Agrees to procure and maintain insurance of the kinds and in the amounts specified.
 - b. Agrees that he will comply with the requirements of the State Labor Law and particularly Sections 220 and 220-4 thereof as amended, and as set forth in Appendix A hereof.
 - c. Agrees that during the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin and will comply with the Non-Discrimination provisions set forth in Appendix A hereof.
 - d. Agrees that he will cause all persons employed upon the work including his subcontractors, agents, officers and employees, to comply with all applicable laws in the jurisdiction in which the work is performed.
 - e. Agrees not to assign, transfer, convey, sublet or otherwise dispose of this agreement or any part thereof, or of its right, title or interest therein or its power to execute such

agreement to any person, company or corporation without the previous consent in writing of the Grantee and the Commissioner of Transportation.

- f. Agrees that in accordance with its status as an independent contractor, it will conduct itself with such status that it will neither hold itself out as nor claim to be an officer or employee of the State by reason hereof, and that it will not by reason hereof, make any claim demand of application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workmen's Compensation coverage, Unemployment Insurance Benefits, Social Security coverage or Retirement membership or Credit.
- g. Agrees that this agreement may be canceled or terminated by the Grantee if any work under this agreement is in conflict with the provisions of Section 74 of the Public Officers Law.
- h. Agrees that any patentable result arising out of this Agreement, as well as all information, designs, specification, know-how, data, and findings, shall be made available without cost to the State or its licenses for public use.
- i. Agrees that for construction work he will furnish a performance bond in an amount at least equal to 100 percent of this contract price as security for the faithful performance of his contract and also a labor and material bond in an amount equal to 100 percent of his contract price as security for the payment of all persons performing labor on the project under his contract and furnishing materials in connection with his contract. The performance bond and the labor and material bond may be in one or in separate instruments in accordance with law.
- j. Agrees that the Commissioner and the State Comptroller reserve the right to audit and inspect the work of the contractor and any and all records thereof through representatives of the State, as well as through officers and employees of the State, as they shall determine.
- k. Agrees that the State shall not be obligated or liable hereunder to any party other than the Grantee.
- l. Agrees that if any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of the applicable law.
- m. Agrees that by execution of the Agreement the Contractor represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of this agreement.
- n. Agrees that all project documents requiring formal approval by a Federal Agency will be submitted to the Commissioner for his prior approval and forwarding to the Federal Agency for its formal approval.
- 2. The Grantee agrees to give full opportunity for free, open and competitive bidding for each contract to be let by it calling for construction or the furnishing of any materials, supplies, or equipment to be paid for with Project funds in accordance with the requirements of Section 103 of the General Municipal Law, the State Finance Law and

any other applicable State Laws, Regulations or any requirements or opinions of the State comptroller.

3. The Grantee agrees that contracts for professional or consulting services may be negotiated, but they must be in writing and must state the maximum compensation or reimbursement to be paid. Negotiations must be adequately documented to show consultants considered, proposals received, reasons for selecting the proposed consultant, and the unit basis or other detailed explanation in support of the amount of compensation to be paid.

SP-70-26 Labor affidavits, New York State Laws of 1988. The following outlines the certification and reporting procedures required by the Office of the State Comptroller to implement Chapter 698, Laws of 1988 (Labor Affidavits) for all public improvement contracts let (bid opening date) after March 1, 1989.

COPIES OF AFFIDAVITS FOLLOW THE END OF THIS SECTION.

- A. The prime contractor must provide each subcontractor with a copy of the schedule of wages and supplements specified in the contract before the subcontractor's work is started.
- B. The prime contractor must immediately obtain the subcontractor's certification. Such certification must be maintained by the prime contractor until the final payment is requested. The prime contractor's and subcontractor's certification forms are on the following three (3) pages.
- C. If revised schedules of wages and supplements are issued, the prime contractor must provide each subcontractor with such revised schedules and obtain a revised subcontractor's certification.
- D. The prime contractor must submit a labor affidavit in support of the payment of wages to its own employees.
- E. The subcontractor's certification (s) and the prime contractor's affidavit must be submitted to the State Comptroller's Office with the prime contractor's final payment request. Failure to obtain and provide the required certifications will delay the contractor's final payment.

NOTE: The term subcontractor applies to both subcontractors of the contractor and subcontractors of a subcontractor.

SP 90-12 Security for construction warranty. The Contractor shall upon final acceptance of the work, furnish a bond to the Owner in a penal sum equal to five percent (5%) of the amount of the Contract price, executed by a surety company authorized by the Department of Insurance of the State of New York to execute such a bond in this State, and which bond shall be approved as to form and manner of execution by the Owner's attorney. This bond shall be conditioned for the faithful performance by the said Contractor of the conditions and stipulations of the subsection titled ACCEPTANCE AND FINAL PAYMENT of this section, thereof relating to maintenance and repair, for a period of one (1) year from the date of the final acceptance of the work. In default of the filing of such bond, a sum of money equal to said five percent (5%) may be retained out of any monies due to the Contractor and be held for one (1) year, or until the bond above described is filed.

For Contractors who have elected to set up an escrow account, they may elect to maintain the escrow account for a period of one (1) year from the date of final acceptance of the work in lieu of providing a bond for security of guarantee as described above.

SP 90-13 Lien law. If, at any time before or within thirty (30) days after the work of this Contract has been completed and accepted by the Owner, any person or persons claiming to have performed any labor or

furnished any material toward the performance or completion of this Contract shall file with the RPR and with the financial officer of the Owner, or other officer or person charged with the custody and disbursement of the Owner's funds applicable to this Contract under which the claim is made, such notice as is prescribed in the Act of Legislature of the State of New York passed February 17, 1909, entitled an "Act in Relation to Liens", and the acts amendatory thereof or supplementary thereto, then and in every such case the party of the first part shall retain (anything herein contained to the contrary thereof notwithstanding) from the monies under its control and due or to grow due under this Agreement, as much of such monies as shall be sufficient to pay, satisfy and discharge the amount in such notice claimed to be due to the person or persons filing such lien, together with the reasonable cost of any actions brought to enforce such claim or the lien creating by the filing of such notice. The monies so retained shall be retained by the party of the first part until the lien thereon created by the said act and filing of said notice shall be discharged pursuant to the provisions of said act or acts.

MONTHLY PAYMENT REPORT
(MUST BE SUBMITTED BY THE 10TH OF EACH MONTH UNTIL PROJECT COMPLETION)

Name of Contractor's Firm: _____

Project Name/Location: **New ARFF/SRE Building – Phase 2 (SRE Building) & Phase 3 (ARFF Building) / Ithaca Tompkins International Airport**

FAA AIP Project No.: **3-36-0047- - (C)**

The Prime Contractor shall complete all required fields on this form and submit it to the DBE Liaison Officer (DBELO) no later than the 5th calendar day of each month. Prompt payment monitoring is mandatory for all subcontractors, regardless of DBE status. The Prime Contractor is also responsible for ensuring that this form is completed and submitted for all lower-tier subcontractors participating on this project.

Subcontractor/DBE Supplier Name*	DBE/ SBE / Other D/S/O	Subcontractor Contract Amount	Invoice No.	Invoice Date	Amount Invoiced	Amount Paid	Date of Payment	Total Payments Amount to Date	Contract Completed Y/N	Date Retainage Paid

Signature of Contractor's Representative

Print Contractor's Representative

Date

SUBCONTRACTOR'S PROMPT PAYMENT CERTIFICATION

NOTE: Each Contractor shall provide a copy of this form to each of their Subcontractors (DBE and non-DBE) that are working on or has worked on this project. This certification applies to all tier Subcontractors. A completed copy of this form shall be submitted to the Sponsor's representative, the Prime Contractor and the Contractor you are working for at least 7 days prior to an application for payment. Any Subcontractor failing to submit a copy of this form shall be cause for the Sponsor's representative to delay the payment application. Reference Section 70-21, Item 12 for information on 49 CFR §26.29 with regard to Prompt Payment.

Should a Subcontractor indicate that they have not received payment for work they performed in which their Contractor has received payment, the Sponsor shall withhold the delinquent amount indicated unless the Contractor received written approval from the Sponsor of the Contractor's written request justifying withholding payment from the Subcontractor.

Project Title: **New ARFF/SRE Building – Phase 2 (SRE Building) & Phase 3 (ARFF Building)**

Airport Name: **Ithaca Tompkins International Airport**

AIP No.: 3-36-0047- 20 (C)

Company Name: _____

Company Address: _____

_____ Contact Phone No.: _____

Contractor's Name you subcontract to: _____

1. Have you performed work on this project within the last 30 days? Yes ___ No ___
2. Has the work you performed within the last 30 days been completed and accepted by the RPR?
Yes ___ No ___ Not sure ___
3. Have you been paid by the contractor you subcontracted with for the work you performed?
Yes ___ No ___
4. Estimated value of work performed in which you did not receive payment: \$ _____
5. Have you completed all work that you are required to perform on this contact? Yes ___ No ___

Written Name of Subcontractor's Rep. _____

Signature: _____ Date: _____

Equal Employment Opportunity is THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, Employment agencies, and labor organizations are protected under Federal law from discrimination on the following bases.

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITIES

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who's is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract, are protected under Federal law from discrimination on the following bases.

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

FEDERAL WAGE RATES

"General Decision Number: NY20260051 01/30/2026

Superseded General Decision Number: NY20250051

State: New York

Construction Type: Building

County: Tompkins County in New York.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	01/02/2026
1	01/30/2026

BRNY0008-001 07/01/2025

ITHACA CHAPTER

	Rates	Fringes
BRICKLAYER		
BUILDING CONSTRUCTION		
Bricklayers, Cement		
Masons, Stone Masons,		
Pointers, Caulkers, and		
Cleaners.....	\$ 29.87	17.79
Marble Masons, Tile		
Layers, and Terrazzo		
Workers.....	\$ 34.24	23.61
HEAVY/HIGHWAY		
Cement Masons.....	\$ 38.63	25.05

CARP0277-023 07/01/2025

	Rates	Fringes
CARPENTER.....	\$ 31.59	23.24

ELEC0043-002 06/01/2025

GROTON TOWNSHIP ONLY

	Rates	Fringes
Electricians:		
CABLE SPLICING.....	\$ 55.55	35.03
ELECTRICIANS.....	\$ 50.50	35.03

ELEC0241-005 06/01/2025

	Rates	Fringes
ELECTRICIAN.....	\$ 44.50	31.89

ELEV0062-002 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 58.44	38.435+a+b

FOOTNOTE:

- a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
- b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

 ENGI0158-009 07/01/2025

	Rates	Fringes
Power equipment operators:		
Backhoe, Cherry Picker,		
Excavator, and Loader.....\$ 48.11		31.85
Bulldozer.....\$ 44.99		31.85

FOOTNOTE:

- a. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day provided the employee has worked five consecutive working days before and the working day after the holiday.

 IRON0060-004 07/01/2025

	Rates	Fringes
IRONWORKER		
Structural, Ornamental,		
Reinforcing, Pre-cast		
Concrete Erector,		
Machinery Mover & Rigger,		
Fence Erector, Stone		
Derrick-man, Welder,		
Sheeter, Sheeter Bucker-up..\$ 37.16		30.68

 LAB00785-017 07/01/2024

BUILDING CONSTRUCTION:

	Rates	Fringes
Laborers:		
Air Tools Operator.....\$ 27.50		22.71
Asbestos Toxic Waste;		
Blasters; Fork Lift		
Operator (in connection		
with masonry work).....\$ 28.50		22.71
Common Laborers.....\$ 26.50		22.71

 PAIN0004-014 05/01/2025

	Rates	Fringes
Painters:		
Bridge Painting.....\$ 42.06		30.59
Brush & Roll Epoxy.....\$ 29.30		24.73
Sandblasting.....\$ 29.10		24.73
Spray Epoxy.....\$ 29.10		24.73
Spray Painting.....\$ 29.70		24.73
Swing & Scaffold, Bosun		
Chair, Structural Steel,		

Window Platform.....	\$ 28.80	24.73

PLUM0267-006 05/01/2019

	Rates	Fringes
Plumber, Pipefitter, Steamfitter (Including HVAC Work).....	\$ 35.51	24.57

ROOF0203-002 06/01/2023

	Rates	Fringes
ROOFER.....	\$ 30.50	19.84

* SFNY0669-001 01/01/2026

	Rates	Fringes
SPRINKLER FITTER.....	\$ 47.85	28.94

SHEE0112-004 05/01/2023

	Rates	Fringes
Sheet metal worker.....	\$ 35.94	20.89

SUNY1994-004 01/10/1994

	Rates	Fringes
GLAZIER.....	\$ 13.75	4.43
INSULATOR - PIPE & PIPEWRAPPER...	\$ 19.59	7.06

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive

Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations.

Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

Work covers low voltage construction, installation, maintenance, and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX fiber optic cable and equipment, railroad communications, micro waves, V-Sat, bypass, CATV, WAN (wide area networks); LAN (local area networks) and ISDN (integrated systems digital network). Also, installation of sound systems, nurses call systems, intercom systems, staff registry/locating/signaling systems, antenna systems and associated devices; installation of security systems and apparatus, and cabling from VDT's to computers. This work does not apply to new construction, or to the installation of raceway systems and boxes for the above work.

FOOTNOTE:

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day.

ELEC0043-006 06/01/2025

CORTLAND AND TOMPKINS COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 50.50	35.03

ELEC0086-003 05/26/2025

WYOMING (Remainder of County)

	Rates	Fringes
ELECTRICIAN.....	\$ 44.30	5.50%+27.76

ELEC0106-001 01/01/2024

ALLEGANY (Townships of Alma, Belfast, Belmont, Bolivar, Coneadea, Centerville, Clarksville, Cuba, Friendship, Genesee, New Hudson, Rushford, Scio and Wirt CATTARAUGUS (Remainder of County)

	Rates	Fringes
CABLE SPLICER.....	\$ 35.75	20.68
ELECTRICIAN.....	\$ 42.50	27.23

ELEC0139-002 06/01/2025

ALLEGANY (Remainder of County), SCHUYLER (Remainder of County)
AND STEUBEN COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 43.40	31.72

ELEC0241-002 06/01/2025

SENECA (Townships of Covert and Lodi) AND SCHUYLER (Townships of Catharine, Cayuta, Hector)

	Rates	Fringes
ELECTRICIAN.....	\$ 44.50	31.89

ELEC0840-003 06/01/2025

SENECA (Remainder of County) AND YATES COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 45.00	31.12

ELEC1249-003 05/05/2025

	Rates	Fringes
ELECTRICIAN (LINE CONSTRUCTION: LIGHTING AND TRAFFIC SIGNAL Including any and all Fiber Optic Cable necessary for Traffic Signal Systems, Traffic Monitoring systems and Road Weather information systems)		
Flagman.....	\$ 31.72	7%+27.65
Groundman (Truck Driver)....	\$ 42.29	7%+27.70
Groundman Truck Driver (tractor trailer unit).....	\$ 47.57	7%+27.70
Lineman & Technician.....	\$ 52.86	7%+31.90
Mechanic.....	\$ 42.29	7%+27.70

FOOTNOTE:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus President's Day, Good Friday, Decoration Day, Election Day for the President of the United States and Election Day for the Governor of the State of New York, provided the employee works the day before or the day after the holiday.

ELEC1249-004 05/05/2025

	Rates	Fringes
ELECTRICIAN (Line Construction)		
Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities :		
Flagman.....	\$ 35.34	7%+27.65
Groundman digging machine operator.....	\$ 55.40	7%+27.90
Groundman truck driver (tractor trailer unit).....	\$ 49.25	7%+27.70
Groundman Truck driver.....	\$ 49.25	7%+27.70
Lineman and Technician.....	\$ 61.56	7%+31.90
Mechanic.....	\$ 49.25	7%+27.70
Substation:		
Cable Splicer.....	\$ 63.14	7%+29.40
Flagman.....	\$ 35.34	7%+27.65
Ground man truck driver....	\$ 49.25	7%+27.70
Groundman digging machine operator.....	\$ 55.40	7%+27.90
Groundman truck driver (tractor trailer unit).....	\$ 49.25	7%+27.70
Lineman & Technician.....	\$ 61.56	7%+31.90

Mechanic.....	\$ 49.25	7%+27.70
Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails; Pipetype cable installation		
Cable Splicer.....	\$ 64.59	7%+38.40
Flagman.....	\$ 35.34	7%+27.65
Groundman Digging Machine Operator.....	\$ 55.40	7%+27.90
Groundman Truck Driver (tractor-trailer unit).....	\$ 49.25	7%+27.70
Groundman Truck Driver.....	\$ 49.25	7%+27.70
Lineman & Technician.....	\$ 61.56	7%+31.90
Mechanic.....	\$ 49.25	7%+27.70

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

ELEC1249-008 01/01/2025

	Rates	Fringes
ELECTRICIAN (Line Construction) TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT		
Cable splicer.....	\$ 40.81	3%+5.77
Groundman.....	\$ 20.53	3%+5.77
Installer Repairman- Teledata Lineman/Technician- Equipment Operator.....	\$ 38.73	3%+5.77
Tree Trimmer.....	\$ 31.45	3%+10.48

a. New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

ENGI0017-003 07/01/2025

CATTARAUGUS AND WYOMING COUNTIES

	Rates	Fringes
Power equipment operators:		
Pavers.....	\$ 47.39	36.89+a

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has worked the day before and the day after the holiday.

 ENGI0158-025 07/01/2018

ALLEGANY, SCHUYLER, STEUBEN AND YATES COUNTIES

	Rates	Fringes
Power equipment operators:		
Paver.....	\$ 40.80	28.25+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day provided the employee works the working day before and the working day after the holiday.

 ENGI0545-009 07/01/2017

CORTLAND, SENECA AND TOMPKINS COUNTIES

	Rates	Fringes
Power Equipment Operator		
Pavers.....	\$ 40.80	25.15+a

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day provided the employee has worked the working day before and the working day after the holiday.

 SUNY2000-002 01/11/2000

	Rates	Fringes
CARPENTER.....	\$ 20.61	7.49
CEMENT MASON/CONCRETE FINISHER...	\$ 17.45	7.90
Laborers:		
Pipelayers.....	\$ 17.79	6.70
Rakers.....	\$ 17.04	6.30
Unskilled.....	\$ 17.20	6.63
Power equipment operators:		
Backhoes.....	\$ 22.08	11.31
Bulldozers.....	\$ 22.28	11.79
Excavators.....	\$ 22.63	12.14
Loaders.....	\$ 22.10	11.44
Rollers.....	\$ 21.08	11.73
Tractors.....	\$ 20.57	10.95

TRUCK DRIVER (DUMP).....\$ 16.94 7.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was

prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which

the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210.

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END OF GENERAL DECISION

"

STATE WAGE RATES

SPECIAL NOTE
NEW YORK STATE DEPARTMENT OF LABOR
PREVAILING WAGE RATES

Wage rate amendments and supplements are available on the NYSDOL web site at:

WWW.LABOR.STATE.NY.US

All changes or clarification of labor classifications and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work.

The NYSDOL prevailing wage rate schedule for this contract has been determined and is available on the internet. The prevailing wage rate schedule is accessed by visiting the NYSDOL web site, navigating to the appropriate web page, and entering the Prevailing Rate Case No. (PRC#). The PRC# is provided on the following page on NYSDOL Form PW-200.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

County of Tompkins

Thomas Horth
499 Col Eileen Collins Blvd.
Syracuse NY 13212

Schedule Year 2025 through 2026
Date Requested 03/01/2026
PRC# 2026005571

Location Ithaca Tompkins Int'l Airport
Project ID#
Project Type Construction of new 23,700SF Snow Removal Equipment (SRE) Facility and new 10,000 SF Airport Rescue & Fire Fighting (ARFF) Facility

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 Rate Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2025 through June 2026. 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.

Contractor Registry

Effective December 30, 2024 all contractors and subcontractors submitting bids or performing construction work on public work projects, or private projects covered by Article 8 of the Labor Law, are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i. To register, contractors and subcontractors must submit an application through NYSDOL's Contractor Registry portal which is available through the agency's Management System for Protecting Worker Rights (MPWR) <https://mpwr-public.labor.ny.gov/en/login>.

For additional information, please visit [online](#).

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.

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; 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

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 journeymen in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 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

County of Tompkins

Thomas Horth
499 Col Eileen Collins Blvd.
Syracuse NY 13212

Schedule Year 2025 through 2026
Date Requested 03/01/2026
PRC# 2026005571

Location Ithaca Tompkins Int'l Airport
Project ID#
Project Type Construction of new 23,700SF Snow Removal Equipment (SRE) Facility and new 10,000 SF Airport Rescue & Fire Fighting (ARFF) Facility

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: ____/____/____	☐ (01) General Construction	
Approximate Completion Date: ____/____/____	☐ (02) Heating/Ventilation	
	☐ (03) Electrical	
	☐ (04) Plumbing	
	☐ (05) Other : _____	

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

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, <https://dol.ny.gov/public-work-and-prevailing-wage>

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.

**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 12226

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.

Your pay stub and wage notice received upon hire must clearly state your wage rate and supplement rate.

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:
<https://dol.ny.gov/bureau-public-work>



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) 568-5287		

* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is \$250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record or other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

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

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

WICKS

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

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

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

The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

*Contractor Registry (LL 220-I): Effective December 30th, 2024

Labor Law Section 220-i(6) prohibits contractors from bidding on public work and prohibits both contractors and subcontractors from commencing work on private and public projects subject to prevailing wage requirements. This section requires contractors to submit their Certificate of Registration with their bid materials. Each Certificate of Registration will have a unique registration number. Failure to provide proof of registration, as required by Labor Law Section 220-i, as a minimum qualification will result in the bidder being deemed non-responsive. There is a public database of registered contractors and subcontractors available online at data.ny.gov to confirm registration validity. For additional information on how to register and the requirements, visit <https://dol.ny.gov/public-work-contractor-and-subcontractor-registry-landing>

*Electronic Certified Payroll (LL 220-J): Effective December 31st, 2025

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

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, 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.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

NOTE: For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".

If you have any questions concerning the attached schedule or would like additional information, please write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

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

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.

Shift Work

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

Paid Prenatal Leave

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

Apprentice Training Ratios

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

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

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

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

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

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

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Tompkins County General Construction

Boilermaker

03/01/2026

JOB DESCRIPTION Boilermaker

DISTRICT 7

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2025	01/01/2026	01/01/2027
		Additional	Additional
Boilermaker	\$ 40.50	\$ 2.50*	\$ 2.50*

* To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 26.60*
	+ 1.49

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

NOTE: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed. When a holiday falls on Saturday, Friday will be observed as the holiday.

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

\$ 19.76*	\$ 19.76*	\$ 20.74*	\$ 21.71*	\$ 22.67*	\$ 23.66*	\$ 24.66*	\$ 25.62*
+ 1.49	+ 1.49	+ 1.49	+ 1.49	+ 1.49	+ 1.49	+ 1.49	+ 1.49

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

7-175

Broadband

03/01/2026

JOB DESCRIPTION Broadband

DISTRICT 4

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

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

Per Hour:	07/01/2025	08/04/2025
Field Tech	\$ 51.31	\$ 52.85
Install/Repair		

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

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

Note: EXCLUDES work within ten (10) feet of High Voltage (600 Volts and over) transmission lines for this work, please see LINEMAN

SUPPLEMENTAL BENEFITS

Per Hour:

\$ 23.24

OVERTIME PAY

See (B, K, *R) on OVERTIME PAGE

* Two and one half times the hourly rate after the 8th hour

HOLIDAY

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

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

4-CWA-Dist2

Carpenter - Building

03/01/2026

JOB DESCRIPTION Carpenter - Building

DISTRICT 2

ENTIRE COUNTIES

Chemung, Cortland, Schuyler, Steuben, Tompkins

PARTIAL COUNTIES

Allegany: Only the Township of Alfred.

WAGES

Per hour:	07/01/2025	01/01/2026	07/01/2026 Additional	07/01/2027 Additional
Carpenter	\$ 31.59	\$ 32.09	\$ 3.50*	\$ 4.00*
Floor Coverer	31.59	32.09	3.50*	4.00*
Carpet Layer	31.59	32.09	3.50*	4.00*
Dry-Wall	31.59	32.09	3.50*	4.00*
Diver-Wet Day	61.25	61.25	0.00	4.00*
Diver -Dry Day	32.59	33.09	3.50*	4.00*
Diver Tender	32.59	33.09	3.50*	4.00*

*To be allocated at a later date

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 journeyworker's rate of pay when performing piledriving/dock building work.
- Certified welders shall receive \$1.00 per hour over the journeyworker's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work (Effective 7/1/2026 premium increases to \$3.00/hr and will include premium when AWS certification is required).
- 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 \$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.

SHIFT WORK

On Agency/Owner mandated shift work, the following rates will be applicable:

1st Shift - Regular Rate

2nd Shift - Premium of 7% of base wage per hour (Effective 7/1/2026 premium increases to 10%)

3rd Shift - Premium of 14% of base wage per hour (Effective 7/1/2026 premium increases to 15%)

Shift work shall be defined as implementing at least two (2) shifts in a twenty-four (24) consecutive hour period. Shift work must be for a minimum of three (3) consecutive days.

SUPPLEMENTAL BENEFITS

Per hour:

	07/01/2025	01/01/2026
Journeyworker	\$ 23.39	\$ 23.39

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

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

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

Supplemental Benefits per hour:

\$ 12.55	\$ 12.55	\$ 15.15	\$ 15.15

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

- Pile Driving/Dock Builder apprentices shall receive an additional \$0.25 per hour worked when performing piledriving/dock building work.
- Certified Welders shall receive \$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 (Effective 7/1/2026 premium increases to \$3.00/hr and will include premium when AWS certification is required).
- 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.

2-277B-CS

Carpenter - Building / Heavy&Highway

03/01/2026

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

Wages per hour:	07/01/2025	07/01/2026 Additional	07/01/2027 Additional

Carpenter - ONLY for
Artificial Turf/Synthetic

Sport Surface	\$ 37.94	\$ 2.25*	\$ 2.25*

* To be allocated at a later date.

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

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyworker	\$ 27.34

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5) on HOLIDAY PAGE

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

Notes:

When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. 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 (1300 hour terms at the following percentage of Journeyworker's wage):

1st	2nd	3rd	4th

65%	70%	75%	80%
Supplemental Benefits per hour worked:			
\$19.10	\$19.69	\$21.83	\$22.42

2-42AtSS

Carpenter - Heavy&Highway

03/01/2026

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

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

WAGES

Per hour	07/01/2025	07/01/2026 Additional	07/01/2027 Additional
Carpenter	\$ 39.52	\$ 2.00*	\$ 4.42*
Piledriver	39.52	2.00*	4.42*
Dockbuilder	39.52	2.00*	4.42*
Diver-Wet Day	64.52	2.00*	4.42*
Diver-Dry Day	40.52	2.00*	4.42*
Diver-Tender	40.52	2.00*	4.42*

*To be allocated at a later date.

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

- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.50 per hour.
- Certified welders when required to perform welding work will receive an additional \$5.00 per hour.

ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:

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

SHIFT WORK

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 27.31

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

- In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday.
- The employee must work their scheduled workday before and their scheduled workday after the holiday to receive holiday pay.

REGISTERED APPRENTICES

CARPENTER/PILEDRIIVER/DOCKBUILDER APPRENTICES

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

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

Supplemental Benefits per hour:

\$ 19.07 \$ 19.66 \$ 21.75 \$ 22.34

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

- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.50 per hour.
- Certified welders when required to perform welding work will receive an additional \$5.00 per hour.

2-277HH-Bro

Electrician

03/01/2026

JOB DESCRIPTION Electrician

DISTRICT 6

ENTIRE COUNTIES

Cortland, Herkimer, Madison, Oneida, Oswego

PARTIAL COUNTIES

Cayuga: Townships of Ira, Locke, Sempronius, Sterling, Summerhill and Victory.

Chenango: Only the Townships of Columbus, New Berlin and Sherburne.

Onondaga: Entire County except Townships of Elbridge and Skaneateles.

Otsego: Only the Townships of Plainfield, Richfield, Springfield, Cherry Valley, Roseboom, Middlefield, Otsego, Exeter, Edmeston, Burlington, Pittsfield and New Lisbon.

Tompkins: Only the Township of Groton.

Wayne: Only the Townships of Huron, Wolcott, Rose and Butler.

WAGES

Per hour:	07/01/2025	06/01/2026 Additional
Electrician	\$ 50.50	\$ 5.25*
Teledata	50.50	5.25*
Cable Splicer	55.55	5.25*

* To be allocated at a later date.

NOTE: Additional amounts, subject to overtime premiums, due for the following work (applicable to all employees):

- Additional \$2.50 per hour for work performed over 35 feet above the ground, floor, or roof levels or where work is required in tunnels, shafts, or under compressed air 35 feet below the ground level.
- Additional \$3.00 per hour for working over 50 feet above or below ground, floor, or roof level. This includes work on ladders, "toothpicks", scaffolds, boatswain chairs, towers, smokestacks or other open structures, or mechanical lifts used over 60 feet.

Occupied Conditions: When necessary to perform alteration and/or renovation work and owner mandates (due to occupied conditions) prevent the work from being performed during "normal" working hours (defined as between 6:00 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 (8) consecutive hours per day.
- 2) Hours worked in excess of eight (8) hours per day, Monday through Friday, shall be paid at a rate of one and one-half times the applicable rate (dayshift + 15%).
- 3) Hours worked on Saturday shall be paid at time and one-half the applicable rate.
- 4) Hours worked on Sundays and Holidays shall be paid at double the straight time rate.
- 5) Work of a new construction nature may not be worked under these conditions.

SHIFT WORK

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

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

SUPPLEMENTAL BENEFITS

Per hour:	\$ 33.52 plus
Journeyworker	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

* NOTE: On Saturday the first 8 hours worked shall be paid at a rate of one and one-half times the applicable rate. All additional hours are payable at double the straight time rate.
WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

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

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

REGISTERED APPRENTICES

WAGES per hour: Hourly terms at the following wage.

1st period (0-1000 hrs)	\$ 20.20
2nd period (1001-2000)	22.75
3rd period (2001-3500)	25.25
4th period (3501-5000)	30.30
5th period (5001-6500)	35.35
6th Period (6501-8000)	40.40

SUPPLEMENTAL BENEFITS per hour:

1st period	\$ 14.69*
2nd period	14.69*
3rd period	30.02*
4th period	30.72*
5th period	31.42*
6th period	32.12*

* PLUS 3% OF HOURLY WAGE PAID, STRAIGHT TIME RATE OR PREMIUM RATE.

6-43

Electrician

03/01/2026

JOB DESCRIPTION Electrician

DISTRICT 6

ENTIRE COUNTIES

PARTIAL COUNTIES

Cayuga: Only the Township of Genoa.
Schuyler: Only the Townships of Cayuta, Catharine, and Hector.
Seneca: Only the Townships of Lodi and Covert.
Tioga: Only the Townships of Spencer and Candor.
Tompkins: Entire county except the Township of Groton.

WAGES

Per hour:	07/01/2025	06/01/2026	06/01/2027
		Additional	Additional
Electrician	\$ 44.50	\$ 4.00*	\$ 4.50*

* To be allocated at a later date.

NOTE: Additional amounts, subject to overtime premiums, due for the following work (applicable to all employees):

-Additional \$1.00 per hour for work from trusses, scaffolds, frames, spider baskets, ladders, etc. 40 feet or more from ground floor or in underground mines or tunnels. Work done from personal lift equipment that complies with OSHA requirements are excluded.

-Additional \$2.00 per hour when required to work under compressed air, on radio towers, on asbestos abatement projects which require the use of a respirator, work of a hazardous nature, work where gas masks are required or work requiring use of protective arc flash suits.

SHIFT WORK

THE FOLLOWING RATES WILL APPLY WHEN SHIFT WORK IS MANDATED EITHER IN THE JOB SPECIFICATION OR BY THE CONTRACTING AGENCY:

1ST SHIFT	8:00 AM to 4:30 PM	Regular wage rate
2ND SHIFT	4:30 PM to 1:00 AM	Regular wage rate plus 17.3%
3RD SHIFT	12:30 AM to 9:00 AM	Regular wage rate plus 31.4%

SUPPLEMENTAL BENEFITS

Per hour:	\$ 30.55 plus
Journeyworker	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

* NOTE: On Saturday the first 8 hours worked shall be paid at a rate of one and one-half times the applicable rate. All additional hours are payable at double the straight time rate.

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: When a holiday falls on a Saturday, the day preceding shall be celebrated as such, and when falling on a Sunday, Monday will be celebrated as the holiday.

REGISTERED APPRENTICES

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

1st year	50%
2nd year	55%
3rd year	65%
4th year	75%
5th year	85%

SUPPLEMENTAL BENEFITS per hour:

1st year	\$ 14.25*
2nd year	14.25*
3rd year	24.30*
4th year	24.84*
5th year	26.38*

* PLUS 3% OF HOURLY WAGE PAID, STRAIGHT TIME RATE OR PREMIUM RATE.

6-241

Elevator Constructor

03/01/2026

JOB DESCRIPTION Elevator Constructor

DISTRICT 6

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

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

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

WAGES

Per hour:	07/01/2025	01/01/2026	01/01/2027
Mechanic	\$ 58.44	\$ 60.99	\$ 63.719
Helper	40.91	42.69	44.60

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 38.435*	\$ 38.985*	39.535*

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

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

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

REGISTERED APPRENTICES

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

0-6	6-12	2nd	3rd	4th
months	months	year	year	year
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 Journeyworker

6-62.1

Glazier	03/01/2026

JOB DESCRIPTION Glazier

DISTRICT 5

ENTIRE COUNTIES

Broome, Chemung, Chenango, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

WAGES

Per hour: 07/01/2025

Glazier \$ 30.00

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 33.15

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

1000 hour terms

Appr. 1st term	\$ 20.00
Appr. 2nd term	21.00
Appr. 3rd term	22.00
Appr. 4th term	23.00
Appr. 5th term	24.00
Appr. 6th term	25.00
Appr. 7th term	26.00
Appr. 8th term	27.00

Supplemental Benefits per hour:

Appr. 1st term	\$ 13.27
Appr. 2nd term	13.27
Appr. 3rd term	19.27
Appr. 4th term	19.27
Appr. 5th term	20.27
Appr. 6th term	20.27
Appr. 7th term	21.27
Appr. 8th term	21.27

5-677z3

Insulator - Heat & Frost	03/01/2026

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 7

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2025

Asbestos Installer \$ 43.25
Insulation Installer 43.25
(On mechanical systems only)

SHIFT WORK

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

1st Shift \$ 43.25

2nd Shift	49.74
3rd Shift	51.90

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 27.34

OVERTIME PAY

See (*B1, **K, P) on OVERTIME PAGE

*NOTE: First 10 hours on Saturday.

**NOTE: Holidays that fall on Sunday are subject to double time.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (2*,4,6,28) on HOLIDAY PAGE

*Triple time for Labor Day if worked.

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

\$ 24.09	\$ 24.09	\$ 27.34	\$ 27.34

7-30-Syracuse

Ironworker

03/01/2026

JOB DESCRIPTION Ironworker

DISTRICT 6

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Chenango: Only the townships of Afton, Bainbridge, Coventry, German, Greene, Guilford, Lincklaen, McDonough, Norwich, Otselic, Oxford, Pharsalia, Pitcher, Preston and Smithville.

Jefferson: Only the townships of Adams, Alexandria, Brownville, Cape Vincent, Clayton, Ellisburg, Henderson, Hounsfield, LeRay, Lorraine, Lyme, Orleans, Pamela, Rodman, Rutland, Theresa, Watertown and Worth.

Madison: Only the townships of Cazenovia, DeRuyter, Fenner, Georgetown, Lenox, Lincoln, Nelson, Smithfield and Sullivan.

Schuyler: Only the townships of Cayuta, Catharine, Hector and Montour.

Wayne: Only the townships of Butler, Galen, Huron, Rose, Savannah and Wolcott.

WAGES

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

Per hour:	07/01/2025	07/01/2026
		Additional
Ironworker	\$ 37.16	\$ 2.76*

* To be allocated at a later date.

SHIFT WORK

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

1st Shift	\$ 37.16	
2nd Shift	40.88	Starting times between 2PM and 7PM
3rd Shift	42.73	Starting times between 7PM and 12AM

WHEN A SINGLE IRREGULAR SHIFT IS WORKED, WITH START TIMES BASED ON SECOND AND THIRD SHIFTS, ADD 10% TO THE 1ST SHIFT WAGE RATE POSTED ABOVE.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 31.88

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

1st year	\$ 13.03
2nd year	21.36
3rd year	22.55
4th year	23.74

6-60

Laborer - Building

03/01/2026

JOB DESCRIPTION Laborer - Building

DISTRICT 2

ENTIRE COUNTIES

Broome, Chemung, Cortland, Schuyler, Steuben, Tioga, Tompkins

PARTIAL COUNTIES

Chenango: Entire County except the Townships of Sherburne, Columbus and New Berlin.

Delaware: Only the Townships of Sidney, Masonville, Walton, Tompkins, Deposit, Hancock, and Colchester.

WAGES

Per hour:

GROUP #1: Basic Laborer - excavation, concrete vibrator, power-driven buggy, demolition (including acetylene torch work) that is customarily done by a laborer

GROUP #2: Air Tool Operators, Mason Tenders

GROUP #3: Blaster, Rock Drill (compressor driven)

GROUP #4: Asbestos, Hazardous, Toxic Waste, Lead and Mold Remediation

	07/01/2025	07/01/2026
		Additional
GROUP #1	\$ 30.00	\$ 1.25*
GROUP #2	31.00	1.25*
GROUP #3	32.00	1.25*
GROUP #4	32.00	1.25*

*To be allocated at a later date.

IMPORTANT NOTES:

- Laborer tasks on Renewable Energy and Green Energy construction work shall be paid at the appropriate Heavy & Highway rates.

- Wage and supplement rates for the operation of forklift and skid steer may be found under the classification "Operating Engineer".

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 20.20

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

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

1st	2nd	3rd	4th
70%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

1st term	\$ 15.85
2nd term	17.10
3rd term	17.98
4th term	18.85

2-785b

Laborer - Heavy&Highway

03/01/2026

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

Broome, Chemung, Cortland, Schuyler, Steuben, Tioga, Tompkins

PARTIAL COUNTIES

Chenango: Entire County except the Townships of Sherburne, Columbus, and New Berlin.

Delaware: Only the Townships of Sidney, Masonville, Walton, Tompkins, Deposit, Hancock and Colchester.

WAGES

Per hour:

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

GROUP B: Basic Rate, Bull Float (where used for strike off only), Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of Steel Mesh, Small Generators for Laborers Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Water Pump Operators (1-1/2" & Single Diaphragm), Nozzle (Asphalt, Guniting, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, 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 (slab steel forms on highways, roads, streets & airport runways), Stone or Granite Curb Setters.

GROUP E: Hazardous Waste defined as when an employee performs hazardous waste removal, lead abatement and removal, asbestos abatement and removal work on State and/or Federally designated waste site and were relevant State and/or Federal regulations require employees to use or wear required forms of personal protection.

	07/01/2025	07/01/2026 Additional	07/01/2027 Additional
GROUP A	\$ 38.06	\$ 3.40*	\$ 4.20*
GROUP B	38.26	3.40*	4.20*
GROUP C	38.46	3.40*	4.20*
GROUP D	38.66	3.40*	4.20*
GROUP E	43.26	3.40*	4.20*

*To be allocated at a later date.

IMPORTANT NOTES:

- Laborer tasks on Renewable Energy and Green Energy construction work shall be paid at the appropriate Heavy & Highway rates.
- Wage and supplement rates for the operation of forklift and skid steer may be found under the classification "Operating Engineer".
- When an employee is required by the employer and/or by the material data safety sheets of a product, during its application, to wear a half or full-face replaceable cartridge respirator for more than (2) hours, then in such case said employee(s) will be paid the Group E rate for the shift.

SHIFT WORK

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 26.35

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

- If Holiday falls on Sunday, it will be celebrated on Monday. If the Holiday falls on Saturday, it will be celebrated on Saturday.
- An Employee must work the scheduled working day before and the scheduled working day after a holiday to receive holiday pay.

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

All terms \$ 26.35

2-785h

Laborer - Tunnel

03/01/2026

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 2

ENTIRE COUNTIES

Broome, Chemung, Cortland, Schuyler, Steuben, Tioga, Tompkins

PARTIAL COUNTIES

Chenango: Entire County except the Townships of Sherburne, Columbus, and New Berlin.

Delaware: Only the Townships of Sidney, Masonville, Walton, Tompkins, Deposit, Hancock and Colchester.

WAGES

Per hour:

GROUP A: Change House Man

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

GROUP C: Blaster

GROUP D: Hazardous waste removal work on a State and/or Federally designated waste site where relevant State and/or Federal regulations require employees to use or wear required forms of personal protection.

	07/01/2025	07/01/2026 Additional	07/01/2027 Additional
Group A	\$ 41.24	\$ 3.40*	\$ 4.20*
Group B	41.44	3.40*	4.20*
Group C	44.24	3.40*	4.20*
Group D	46.24	3.40*	4.20*

*To be allocated at a later date

IMPORTANT NOTES:

- When an employee is required by the employer and/or by the material data safety sheets of a product, during its application, to wear a half or full face replaceable cartridge respirator for more then (2) hours, then in such case said employee(s) will be paid the Group D rate for the shift.

SHIFT WORK

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 26.35

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

- If Holiday falls on Sunday, it will be celebrated on Monday. If the Holiday falls on Saturday, it will be celebrated on Friday.

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

If the holiday falls on Saturday, it will be celebrated on Friday. If the holiday falls on Sunday, it will be celebrated on Monday

REGISTERED APPRENTICES

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

1st	2nd	3rd	4th

70% 80% 90% 95%

SUPPLEMENTAL BENEFITS per hour:

All Terms \$ 26.35

2-785T

Lineman Electrician

03/01/2026

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

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

Crane Operators: Operation of any type of crane on line projects.

Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on line projects.

Digging Machine Operator: All other digging equipment and augering on line projects.

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

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

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

Per hour:	07/01/2025	05/04/2026	05/03/2027	05/01/2028
Group A:				
Lineman, Technician	\$ 61.56	\$ 64.37	\$ 66.84	\$ 69.47
Crane, Crawler Backhoe	61.56	64.37	66.84	69.47
Welder, Cable Splicer	61.56	64.37	66.84	69.47
Group B:				
Digging Mach. Operator	\$ 55.40	\$ 57.93	\$ 60.16	\$ 62.52
Group C:				
Tractor Trailer Driver	\$ 52.33	\$ 54.71	\$ 56.81	\$ 59.05
Groundman, Truck Driver	49.25	51.50	53.47	55.58
Equipment Mechanic	49.25	51.50	53.47	55.58
Group D:				
Flagger	\$ 33.86	\$ 35.40	\$ 36.76	\$ 38.21

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

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

Group A:				
Lineman, Technician	\$ 61.56	\$ 64.37	\$ 66.84	\$ 69.47
Crane, Crawler Backhoe	61.56	64.37	66.84	69.47
Cable Splicer	67.72	70.81	73.52	76.42
Certified Welder,				

Pipe Type Cable	\$ 64.64	\$ 67.59	\$ 70.18	\$ 72.94
Group B: Digging Mach. Operator	\$ 55.40	\$ 57.93	\$ 60.16	\$ 62.52
Group C: Tractor Trailer Driver	\$ 52.33	\$ 54.71	\$ 56.81	\$ 59.05
Groundman, Truck Driver	49.25	51.50	53.47	55.58
Equipment Mechanic	49.25	51.50	53.47	55.58
Group D: Flagger	\$ 33.86	\$ 35.40	\$ 36.76	\$ 38.12

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

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

Group A: Lineman, Tech, Welder	\$ 62.94	\$ 65.81	\$ 68.34	\$ 71.03
Crane, Crawler Backhoe	62.94	65.81	68.34	71.03
Cable Splicer	69.23	72.39	75.17	78.13
Certified Welder, Pipe Type Cable	66.09	69.10	71.76	74.58
Group B: Digging Mach. Operator	\$ 56.65	\$ 59.23	\$ 61.51	\$ 63.93
Group C: Tractor Trailer Driver	\$ 53.50	\$ 55.94	\$ 58.09	\$ 60.38
Groundman, Truck Driver	50.35	52.65	54.67	56.82
Equipment Mechanic	50.35	52.65	54.67	56.82
Group D: Flagger	\$ 34.62	\$ 36.20	\$ 37.59	\$ 39.07

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

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

Group A: Lineman, Tech, Welder	\$ 64.18	\$ 67.10	\$ 69.68	\$ 72.43
Crane, Crawler Backhoe	64.18	67.10	69.68	72.43
Group B: Digging Mach. Operator	\$ 57.76	\$ 60.39	\$ 62.71	\$ 65.19
Group C: Tractor Trailer Driver	\$ 54.55	\$ 57.04	\$ 59.23	\$ 61.57
Groundman, Truck Driver	51.34	53.68	55.74	57.94
Equipment Mechanic	51.34	53.68	55.74	57.94
Group D: Flagger	\$ 35.30	\$ 36.91	\$ 38.32	\$ 39.84

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

SHIFT WORK

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

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

SUPPLEMENTAL BENEFITS

Per hour:

07/01/2025

05/04/2026

05/03/2027

05/01/2028

Group A	\$ 31.90*	\$ 32.90*	\$ 34.40*	\$ 35.90*
Group B	\$ 27.90*	\$ 28.90*	\$ 30.40*	\$ 31.90*
Group C	\$ 27.70*	\$ 28.50*	\$ 29.70*	\$ 30.90*
Group D	\$ 27.65*	\$ 28.40*	\$ 29.53*	\$ 30.66*

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

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Dept. of Jurisdiction.

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

HOLIDAY

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

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

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

	07/01/2025	05/04/2026	05/03/2027	05/01/2028
All terms:	\$ 27.65*	\$ 28.40*	\$ 29.53*	\$ 30.66*

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

6-1249a

Lineman Electrician - Teledata

03/01/2026

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

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

Per hour: 07/01/2025

Cable Splicer	\$ 40.81
Installer, Repairman	\$ 38.73
Teledata Lineman	\$ 38.73
Tech., Equip. Operator	\$ 38.73
Groundman/Flagger	\$ 20.53

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

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

SHIFT WORK

THE FOLLOWING RATES APPLY WHEN THE CONTRACTING AGENCY MANDATES MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION ARE WORKED. WHEN TWO (2) OR THREE (3) SHIFTS ARE WORKED THE FOLLOWING RATES APPLY:

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 5.77
*plus 3% of
the hour
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

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

03/01/2026

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

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

Crane Operators: Operation of any type of crane on Traffic Signal/Lighting projects.

Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on Traffic Signal/Lighting projects.

Digging Machine Operator: All other digging equipment and augering on Traffic Signal/Lighting projects.

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

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

Per hour:	07/01/2025	05/04/2026	05/03/2027	05/01/2028
Group A:				
Lineman, Technician	\$ 52.86	\$ 55.31	\$ 57.40	\$ 59.64
Crane, Crawler Backhoe	52.86	55.31	57.40	59.64
Certified Welder	55.50	58.08	60.27	62.62
Group B:				
Digging Machine	\$ 47.57	\$ 49.78	\$ 51.66	\$ 53.68
Group C:				
Tractor Trailer Driver	\$ 44.93	\$ 47.01	\$ 48.79	\$ 50.69
Groundman, Truck Driver	42.29	44.25	45.92	47.71
Equipment Mechanic	42.29	44.25	45.92	47.71
Group D:				
Flagger	\$ 31.72	\$ 33.19	\$ 34.44	\$ 35.78

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

SHIFT WORK

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

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

SUPPLEMENTAL BENEFITS

Per hour worked:

	07/01/2025	05/04/2026	05/03/2027	05/01/2028
Group A	\$ 31.90*	\$ 32.90*	\$ 34.40*	\$ 35.90*
Group B	\$ 27.90*	\$ 28.90*	\$ 30.40*	\$ 31.90*
Group C	\$ 27.70*	\$ 28.50*	\$ 29.70*	\$ 30.90*
Group D	\$ 27.65*	\$ 28.40*	\$ 29.53*	\$ 30.66*

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

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Dept. of Jurisdiction.

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

HOLIDAY

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

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

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

	07/01/2025	05/04/2026	05/03/2027	05/01/2028
All terms:	\$ 27.65*	\$ 28.40*	\$ 29.53*	\$ 30.66*

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

6-1249a-LT

Lineman Electrician - Tree Trimmer

03/01/2026

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

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

Per hour:	07/01/2025	01/01/2026	01/04/2026	01/03/2027
Tree Trimmer	\$ 33.18	\$ 33.18	\$ 34.67	\$ 36.23
Equipment Operator	29.35	29.35	30.67	32.05
Equipment Mechanic	29.35	29.35	30.67	32.05
Truck Driver	23.85	23.85	24.93	26.05
Groundman	19.64	19.64	20.53	21.45
Flagger	15.50	16.00	16.20	16.93

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 10.98*	\$ 10.98*	\$ 11.23*	\$ 11.48*

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

OVERTIME PAY

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

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

HOLIDAY

Paid: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday. All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

Mason - Building

03/01/2026

JOB DESCRIPTION Mason - Building

DISTRICT 5

ENTIRE COUNTIES

Cortland, Tompkins

WAGES

Per hour: 07/01/2025

Building:

Brick/Block layer, Cement Mason \$ 33.68

Plasterer/EFIS, Stone Mason, Tuck Pointer

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 31.19

OVERTIME PAY

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

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following wage:

1st	2nd	3rd	4th
\$ 21.52	\$ 26.58	\$ 27.69	\$ 30.31

Supplemental Benefits per hour:

1st	2nd	3rd	4th
\$ 25.12	\$ 26.13	\$ 29.07	\$ 30.51

5-3B lth - Z2

Mason - Heavy&Highway

03/01/2026

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 5

ENTIRE COUNTIES

Allegany, Broome, Chautauqua, Chemung, Chenango, Cortland, Delaware, Genesee, Livingston, Monroe, Ontario, Orleans, Otsego, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

PARTIAL COUNTIES

Cattaraugus: Entire county except in the Township of Perrysburg and the Village of Gowanda only the Bricklayer classification applies.

Erie: Only the Bricklayer classification applies.

Niagara: Only the Bricklayer classification applies.

WAGES

Per hour: 07/01/2025

Heavy & Highway:

Cement Mason \$ 38.63

Bricklayer 38.63

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 26.28

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:

1500 hour terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental benefits per hour:

1st term	\$ 15.40
2nd term	\$ 24.62
3rd term	\$ 25.04
4th term	\$ 25.45

5-3h

Mason - Tile Finisher

03/01/2026

JOB DESCRIPTION Mason - Tile Finisher

DISTRICT 5

ENTIRE COUNTIES

Broome, Chemung, Chenango, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

PARTIAL COUNTIES

Allegany: Towns of Alfred, Almond, Andover and Burns in Allegany County

WAGES

Wages

Per hour: 07/01/2025

Building:

Marble, Slate, Terrazzo \$ 32.45
and Tile Finisher

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 23.52

OVERTIME PAY

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

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following wage:

1st	2nd	3rd
\$ 19.47	\$ 22.72	\$ 25.96

Supplemental benefits per hour:

1st	2nd	3rd
\$ 15.12	\$ 15.72	\$ 20.37

5-3TF - Z4

Mason - Tile Setter

03/01/2026

JOB DESCRIPTION Mason - Tile Setter

DISTRICT 5

ENTIRE COUNTIES

Broome, Chemung, Chenango, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

PARTIAL COUNTIES

Allegany: Towns of Alfred, Almond, Andover and Burns.

WAGES

Wages

Per Hour: 07/01/2025

Building:

Marble, Slate, Terrazzo
and Tile Setter \$ 34.69

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 27.06

OVERTIME PAY

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

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following wage:

1st	2nd	3rd	4th
\$ 20.81	\$ 24.28	\$ 27.75	\$ 31.22

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 15.59	\$ 16.26	\$ 25.70	\$ 26.38

5-3TS - Z4

Millwright

03/01/2026

JOB DESCRIPTION Millwright

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

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

Per hour: 07/01/2025

Millwright -
Power Generation \$ 47.00

NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

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

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker \$ 28.45*

*NOTE: Subject to OT premium

OVERTIME PAY

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

HOLIDAY

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

NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES

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

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

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

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

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 11.95
Appr. 2nd year	23.50
Appr. 3rd year	25.15
Appr. 4th year	26.80

6-1163Power

Millwright

03/01/2026

JOB DESCRIPTION Millwright

DISTRICT 6

ENTIRE COUNTIES

Chemung, Cortland, Livingston, Monroe, Ontario, Orleans, Schuyler, Steuben, Tompkins, Wayne, Wyoming

WAGES

Per hour: 07/01/2025

Building	\$ 37.89
Heavy & Highway	41.39

NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive an additional \$1.75 per hour provided they are directed to perform Certified Welding.
- On Building projects, If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) is required, then that employee shall receive an additional \$1.50 per hour.
- H/H work performed on hazardous waste sites where employees are required to wear protective gear shall receive an additional \$2.00 per hour over the Millwright H/H rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive an additional \$2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 27.29

OVERTIME PAY

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

HOLIDAY

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

NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES

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

Appr. 1st year	65%*
Appr. 2nd year	75%*

Appr. 3rd year	80%*
Appr. 4th year	90%*

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

Certified Welder	\$ 1.75
Hazardous Waste (Bldg)	1.50
Hazardous Waste (H/H)	2.00
Machinist	2.00
Underground (500' and below)	1.00

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 11.95
Appr. 2nd year	22.69
Appr. 3rd year	24.22
Appr. 4th year	25.76

6-1163

Operating Engineer - Building

03/01/2026

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

NOTE:

---If a prime contract is let for site work only, meaning no buildings are involved in their site contract, the Heavy/Highway rates would be applicable. When a prime contract is let for site work and building excavation is part of that contract, the Building rates would be applicable for the Operators classification.

---In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.

---If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C.

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

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

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

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

Per hour: 07/01/2025

Building	
Class A1*	\$ 49.61
Class A	48.11
Class B	45.99
Class C	41.77

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

(*) TONNAGE PREMIUMS:

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 32.12

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 thousand hour terms at the following percentage of Journeyworker's CLASS A wage:

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

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2025

All terms: \$ 32.05

6-158-545b.s

Operating Engineer - Heavy&Highway

03/01/2026

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

NOTE:

---In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.

---If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C.

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

CLASS A: Asphalt Curb Machine (self-propelled, slipform); Asphalt Paver; Automated Concrete Spreader (CMI type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Backhoe Excavator, Full Swing (CAT 212 or similar type); Back Filling Machine; Belt Placer (CMI type); Blacktop Plant (automated); Blacktop Roller; Bull Dozer being operated with active GPS; Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled, slipform); Concrete Pump; Cranes - listed in A1 that do not require a NYS Crane License; Directional Boring/Drilling Machine; Dredge; Dual Drum Paver; Excavator (all purpose-hydraulic, Gradall or similar); Front End Loader (4 cu. yd. & over); Head Tower (Sauerman or equal); Hoist (two or three drum); Holland Loader; Maintenance Engineer; Mine Hoist; Mucking Machine or Mole; Pavement Breaker (SP Wertgen; PB-4 and similar type); Profiler/Milling Machine (over 105 h.p.); Power Grader; Quad 9; Quarry Master (or equivalent); Rotating Telehandler; Scraper (including challenger type); Shovel; Side Boom; Slip Form Paver; Tractor Drawn Belt-Type Loader; Truck or Trailer Mounted 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/Milling Machine (105 h.p. and under); Plant Engineer; Prentice Loader; Pug Mill; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above subgrade, See Class A for Blacktop Roller); Sea Mule; Self-contained ride-on Rock Drill (excluding Air-Track type drill); Skidder; Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Vacuum Machine (mounted or towed); Vermeer Saws (ride-on, any size or type); Welder; Winch and Winch Cat; Work Boat Operator including L.C.M.'s.

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

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

Per hour: 07/01/2025

H/H	
CLASS A1*	\$ 58.85
CLASS A	55.85
CLASS B	54.97
CLASS C	51.69

(*) TONNAGE PREMIUMS:

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

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

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

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

SHIFT WORK

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

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2025

Journeyworker \$ 33.55

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. 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: One thousand hour terms at the following percentage of Journeyworker's CLASS B wage.

1st: 60%

2nd: 70%

3rd: 80%

4th: 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 Journeyworker

6-158-545h

Operating Engineer - Survey Crew

03/01/2026

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.

07/01/2025

Party Chief \$ 52.91

Instrument Person 48.67

Rod Person 36.29

Additional \$3.00/hr. for Tunnel Work

Additional \$2.50/hr. for Hazardous Work Site

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 30.10

OVERTIME PAY

See (B, E, P, *X) on OVERTIME PAGE

*Note: \$25.10/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:

07/01/2025

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

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 21.88 / PHP \$18.03
1001-2000	24.90 / " 20.45
2001-3000	27.93/ " 22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

03/01/2026

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.

07/01/2025

Party Chief	\$ 52.91
Instrument Person	48.67
Rod Person	36.29

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	\$ 30.10

OVERTIME PAY

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

*Note: \$25.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2025

0-1000	60%
1001-2000	70%

2001-3000 80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 21.88 / PHP \$18.03
1001-2000	\$ 24.90 / " 20.45
2001-3000	\$ 27.93 / " 22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

Operating Engineer - Tunnel

03/01/2026

JOB DESCRIPTION Operating Engineer - Tunnel

DISTRICT 7

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: Northern part of Dutchess, to the northern boundary line of the City of 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.); Gunite Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifer (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 Insertor (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point.

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

Per hour: 07/01/2025

CLASS A	\$ 58.44
CLASS B	57.22
CLASS C	54.43
CLASS D	51.42

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

CRANES:

Crane 1: All cranes, including self-erecting.

Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks.

Crane 1	\$ 62.44
Crane 2	61.44
Crane 3	60.44

SUPPLEMENTAL BENEFITS

Per hour:

\$ 25.90
+ 10.10*

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

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

WAGES:(1000) hours terms at the following percentage of Journeyworker's Class B wage.

1st term	60%
2nd term	65%
3rd term	70%
4th term	75%

SUPPLEMENTAL BENEFITS per hour: Same as Journeyworker

7-158-832TL.

Painter

03/01/2026

JOB DESCRIPTION Painter

DISTRICT 2

ENTIRE COUNTIES

Cortland, Tompkins

WAGES

Per hour:

	07/01/2025	05/01/2026 Additional
Painter	\$ 28.20	\$ 1.85*
Taper, Paperhangers, and Vinyl hangers	29.61	1.90*

*To be allocated at a later date.

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):

- Additional \$ 1.10 per hour for Brush and Roll Epoxy (Solvent Base Only)
- Additional \$ 0.60 per hour for Swing Scaffold, Boatswain chair, Spray helper, Steam cleaning acid and high pressure water, Power grinders with respirator
- Additional \$ 0.60 per hour for Structural steel (buildings) defined as new or old construction where ceilings, walls or the steel itself is to be painted from open trusses which require climbing or crawling without the support of solid scaffolding or scaffolding starting at the floor or ground level.
- Additional \$ 1.00 per hour for Spray Painting
- Additional \$ 1.50 per hour for Spray Epoxy (Solvent Based)
- Additional \$ 0.90 per hour for Sandblasting

NOTE - SEE BRIDGE PAINTER RATES FOR BRIDGES & TANKS

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 24.98

OVERTIME PAY

See (B, E2, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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:

Painter: 750 hour terms at the Painter Apprentice wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 18.00	\$ 19.00	\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00	\$ 24.00	\$ 25.00

Taper: 750 hour terms at the following Journeyworker Taper Apprentice wage rate:

1st	2nd	3rd	4th	5th	6th
\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00	\$ 24.00	\$ 25.00

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):

- Additional \$ 1.10 per hour for Brush and Roll Epoxy (Solvent Base Only)
- Additional \$ 0.60 per hour for Swing Scaffold, Boatswain chair, Spray helper, Steam cleaning acid and high pressure water, Power grinders with respirator
- Additional \$ 0.60 per hour for Structural steel (buildings) defined as new or old construction where ceilings, walls or the steel itself is to be painted from open trusses which require climbing or crawling without the support of solid scaffolding or scaffolding starting at the floor or ground level.
- Additional \$ 1.00 per hour for Spray Painting
- Additional \$ 1.00 per hour for Steeple Jack (Over 100 feet)
- Additional \$ 1.50 per hour for Spray Epoxy (Solvent Based)
- Additional \$ 0.90 per hour for Sandblasting

SUPPLEMENTAL BENEFITS per hour:

Painter/Decorator:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 6.00	\$ 7.00	\$ 8.00	\$ 9.10	\$ 11.00	\$ 11.00	\$ 13.00	\$ 14.00

Taper/Drywall Finisher:

1st	2nd	3rd	4th	5th	6th
\$ 6.00	\$ 7.00	\$ 8.00	\$ 10.00	\$ 13.00	\$ 14.00

2-178 I

Painter

03/01/2026

JOB DESCRIPTION Painter

DISTRICT 3

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2025	05/01/2026
		Additional
Bridge	\$ 46.19	\$ 2.50
Tunnel	46.19	
Tank*	44.19	

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

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

SHIFT WORK

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

SUPPLEMENTAL BENEFITS

Per hour: \$ 31.51

OVERTIME PAY

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

All other work See (B, F, R) on OVERTIME PAGE.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following wage:

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

Supplemental benefits per hour:

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

3-4-Bridge, Tunnel, Tank

Painter - Metal Polisher

03/01/2026

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

	07/01/2025
Metal Polisher	\$ 40.33
Metal Polisher*	41.43
Metal Polisher**	44.33

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2025

Journeyworker:
All classification \$ 13.44

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

07/01/2025

1st year	\$ 20.17
2nd year	22.18
3rd year	24.20

1st year*	\$ 20.56
2nd year*	22.62
3rd year*	24.74

1st year**	\$ 22.67
2nd year**	24.68
3rd year**	26.70

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:
Per hour:

1st year	\$ 8.94
2nd year	8.94
3rd year	8.94

8-8A/28A-MP

Plumber**03/01/2026**

JOB DESCRIPTION Plumber**DISTRICT** 6**ENTIRE COUNTIES**

Chemung, Cortland, Onondaga, Schuyler, Tompkins

PARTIAL COUNTIES

Madison: Only the Townships of Sullivan, Cazenovia and DeRuyter.

Seneca: Only the Townships of Covert and Lodi.

Steuben: Only the Townships of Addison, Bath, Bradford, Campbell, Caton, Corning, Erwin, Hornby, Lindley, Pulteney, Rathbone, Thurston, Tuscarora, Urbana and Wayne.

Tioga: Only the Townships of Barton, Berkshire, Candor, Nichols, Richford, Spencer and Tioga.

WAGES

Per hour:	07/01/2025	05/01/2026
		Additional
Plumber, Steamfitter, Pipefitter, Welder, HVAC, Refrigeration.	\$ 48.26	\$ 4.50*

* To be allocated at a later date.

SHIFT WORK

SINGLE IRREGULAR WORK SHIFT: Additional 15% premium added to the wage rate above for a single irregular work shift starting between 4:30PM and 7:00AM.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 28.15*

*NOTE: \$10.27 of the supplemental benefits are paid at the same premium as shown for overtime work performed at semi-conductor manufacturer and/or fabrication plants.

OVERTIME PAY

Time and one half for the 9th & 10th hours Monday 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 preceding Friday. If a holiday falls on Sunday, it will be observed on the following Monday.

REGISTERED APPRENTICES

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

1st	2nd	3rd	4th	5th
55%	60%	70%	75%	85%

SUPPLEMENTAL BENEFITS per hour*:

1st	\$ 15.87
2nd	24.67
3rd	25.30
4th	25.89
5th	26.90

*NOTE: Below is the portion of supplemental benefits paid at overtime premiums for work performed at semi-conductor manufacturer and/or fabrication plants:

1st	n/a
2nd	\$ 8.58
3rd	8.77
4th	9.14
5th	9.71

Roofer	03/01/2026

JOB DESCRIPTION Roofer

DISTRICT 2

ENTIRE COUNTIES

Broome, Chemung, Chenango, Delaware, Otsego, Schoharie, Schuyler, Steuben, Tioga, Tompkins

WAGES

Per hour:	07/01/2025
Roofer, Waterproofing	\$ 30.33
	+ 1.02*

*This amount is paid for all hours worked, whether regular or premium hours.

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount not subject to overtime premiums):

- On days where more than one shift is worked on the job, the hours worked after 4:30 PM and before 6:30 AM will be paid an additional \$1.90 per hour premium. This premium is not for use in emergency repair situations.
- Premium of \$1.25 per hour will be paid for the application, rip-off or handling of pitch products. The premium will be paid for pitch that is showing, covered or buried on the roof.
- Premium of \$1.25 per hour will be paid for asbestos abatement requiring a half face respirator.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 23.99

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages:

Hours per term	
0-667 Hrs.	\$ 21.24 + 0.71*
668-1335 Hrs.	22.76 + 0.76*
1336-2002 Hrs.	24.27 + 0.81*
2003-2669 Hrs.	25.79 + 0.86*
2670-3336 Hrs.	27.30 + 0.92*
3337-4000 Hrs.	28.82 + 0.97*

*This amount is paid for all hours worked, whether regular or premium hours.

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount not subject to overtime premiums):

- On days where more than one shift is worked on the job, the hours worked after 4:30 PM and before 6:30 AM will be paid an additional \$1.90 per hour premium. This premium is not for use in emergency repair situations.
- Premium of \$1.25 per hour will be paid for the application, rip-off or handling of pitch products. The premium will be paid for pitch that is showing, covered or buried on the roof.
- Premium of \$1.25 per hour will be paid for asbestos abatement requiring a half face respirator.

Supplemental Benefits:

0-667 Hrs.	\$ 19.93
668-1335 Hrs.	20.62
1336-2002 Hrs.	21.29
2003-2669 Hrs.	21.96
2670-3336 Hrs.	22.65
3337-4000 Hrs.	23.32

2-203elmi

Sheetmetal Worker	03/01/2026

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 2

ENTIRE COUNTIES

Allegany, Broome, Chemung, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

WAGES

Per hour:

07/01/2025	05/01/2026	05/01/2027

Sheetmetal Worker	\$ 39.74 + 0.99*	Additional \$ 4.00**	Additional \$ 4.00**

NOTE: Ten cents (\$0.10) per hour additional premium to be paid when working polyresin fiberglass.

*Amount is paid for every hour worked (amount not subject to overtime premium)

**To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: \$ 22.41

OVERTIME PAY

See (*B1, Q) on OVERTIME PAGE

*On Saturday, time and one half of the hourly rate for the first ten (10) hours, then two (2) times the hourly wage rate for all hours after ten (10) hours worked.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Holidays are observed on the Holiday, not on the day that it is locally observed.

REGISTERED APPRENTICES

WAGES per hour:

Indentured after 05/01/2025 (1-year Terms):

1st	2nd	3rd	4th	5th
\$ 23.84	\$ 25.83	\$ 27.82	\$ 31.79	\$ 33.78
+0.60*	+0.65*	+0.70*	+0.79*	+0.84*

Indentured prior to 05/01/2025 (Half Year Terms):

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 23.84	\$ 23.84	\$ 25.83	\$ 27.82	\$ 29.81	\$ 31.79	\$ 33.78	\$ 35.77
+0.60*	+0.60*	+0.65*	+0.70*	+0.75*	+0.79*	+0.84*	+0.89*

*Amount is paid for every hour worked (amount not subject to overtime premium)

SUPPLEMENTAL BENEFITS per hour:

Indentured after 05/01/2025:

1st	2nd	3rd	4th	5th
\$ 2.12	\$ 18.64	\$ 18.72	\$ 18.88	\$ 22.17

Indentured prior to 05/01/2025:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 2.12	\$ 2.12	\$ 18.64	\$ 18.72	\$ 18.80	\$ 18.88	\$ 18.97	\$ 19.05

2-112

Sprinkler Fitter

03/01/2026

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2025

Sprinkler \$ 45.06
Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journeyworker \$ 29.41

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
\$ 23.28	\$ 25.98	\$ 28.15	\$ 30.31	\$ 31.94	\$ 34.64	\$ 36.81	\$ 38.97	\$ 41.14	\$ 43.30

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 9.57	\$ 9.57	\$ 21.49	\$ 21.49	\$ 21.74	\$ 21.74	\$ 21.74	\$ 21.74	\$ 21.74	\$ 21.74
1-669									

Teamster - Building

03/01/2026

JOB DESCRIPTION Teamster - Building

DISTRICT 6

ENTIRE COUNTIES

Broome, Cayuga, Cortland, Delaware, Onondaga, Seneca, Tompkins, Yates

PARTIAL COUNTIES

Allegany: Only the Townships of Alfred, Almond, Burns.

Chenango: Only the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.

Madison: Only the Townships of Cazenovia, DeRuyter, Fenner, Georgetown, Lenox, Nelson and Sullivan.

Oswego: All Townships except Boylston, Redfield and Sandy Creek.

Otsego: Only the Townships of Butternuts, Laurens, Maryland, Millford, Morris, Oneonta, Otsego, Unadilla, and Worchester.

Steuben: Only the Townships of Canisteo, Cohoctan, Dansville, Fremont, Greenwood, Hornell, Hartsville, Jasper, Prattsburg, Troupsburg, and West Union.

Tioga: Only the Townships of Berkshire, Candor, Newark Valley, Nichols, Owego, Richford, and Tioga. All territory east of Nichols/Smithboro to Broome County, within the State of New York.

WAGES

GROUP A: Straight Trucks.

GROUP B: Tractor Trailer, Farm Tractor, Fuel Truck.

GROUP C: Euclid.

GROUP D: On site Mechanic.

Per hour: 07/01/2025

Building: (under \$ 5 million*)

GROUP A, B, C, D \$ 34.43

Building: (over \$ 5 million*)

GROUP A, B \$ 35.48

GROUP C 35.83

GROUP D 35.63

* Total project cost including General Construction, Plumbing, HVAC and Electrical

SUPPLEMENTAL BENEFITS

Per hour:

(under \$5 million*) \$ 30.87

(over \$5 million*) 31.67

* 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

03/01/2026

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Cortland, Seneca, Tompkins, Yates

PARTIAL COUNTIES

Allegany: Only the Townships of Almond, Alfred, Burns.

Steuben: Only the Townships of Canisteo, Cohocton, Dansville, Freemont, Greenwood, Hartsville, Hornell, Jasper, Prattsburg, Troupsburg, and West Union.

WAGES

GROUP 1: Warehousemen*, Yardmen*, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers & Receivers*, Greasers, Truck Tiremen, Mechanic Helpers and Parts Chasers, Tandems & 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 truck, Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

Group 3: Fuel trucks that require a HazMat license endorsement.

Per hour:	07/01/2025	07/01/2026	07/01/2027
GROUP 1	\$ 37.27	\$ 40.62	\$ 44.28
GROUP 2	37.47	40.82	44.48
GROUP 3	42.27	45.62	49.28

SHIFT WORK

A single irregular work shift can start any time between 5:00pm and 1:00am. All employees who work a single irregular shift on governmental mandated night work shall be paid an additional \$ 5.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2025	07/01/2026	07/01/2027
Journeyworker	\$ 29.29	\$ 29.94	\$ 30.78

OVERTIME PAY

See (*B, B3, J, X) on OVERTIME PAGE

*Time and one half also applicable after the 5th day worked.

HOLIDAY

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

6-317(Syr)

Welder

03/01/2026

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour	07/01/2025

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
- (B3) Time and one half of the hourly rate after 40 straight hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays

- (S) Two and one half times the hourly rate for Holidays
- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day
- (28) Easter Sunday

(29) Juneteenth

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12226

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change) Telephone _____ Fax _____ E-Mail: _____	2. NY State Units (see Item 5). <table style="width: 100%;"><tr><td>☐ 01 DOT</td><td>☐ 07 City</td></tr><tr><td>☐ 02 OGS</td><td>☐ 08 Local School District</td></tr><tr><td>☐ 03 Dormitory Authority</td><td>☐ 09 Special Local District, i.e., Fire, Sewer, Water District</td></tr><tr><td>☐ 04 State University Construction Fund</td><td>☐ 10 Village</td></tr><tr><td>☐ 05 Mental Hygiene Facilities Corp.</td><td>☐ 11 Town</td></tr><tr><td>☐ 06 OTHER N.Y. STATE UNIT</td><td>☐ 12 County</td></tr><tr><td></td><td>☐ 13 Other Non-N.Y. State (Describe)</td></tr></table>	☐ 01 DOT	☐ 07 City	☐ 02 OGS	☐ 08 Local School District	☐ 03 Dormitory Authority	☐ 09 Special Local District, i.e., Fire, Sewer, Water District	☐ 04 State University Construction Fund	☐ 10 Village	☐ 05 Mental Hygiene Facilities Corp.	☐ 11 Town	☐ 06 OTHER N.Y. STATE UNIT	☐ 12 County		☐ 13 Other Non-N.Y. State (Describe)
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☐ 06 OTHER N.Y. STATE UNIT	☐ 12 County														
	☐ 13 Other Non-N.Y. State (Describe)														
3. SEND REPLY TO ☐ (check if new or change) Name and complete address: Telephone _____ Fax _____ E-Mail: _____	4. SERVICE REQUIRED. Check appropriate box and provide project information. ☐ New Schedule of Wages and Supplements. APPROXIMATE BID DATE : _____ ☐ Additional Occupation and/or Redetermination <table border="1" style="width: 100%; margin-top: 10px;"><tr><td style="width: 50%; padding: 5px;">PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT : _____</td><td style="width: 50%; padding: 5px;">OFFICE USE ONLY</td></tr></table>	PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT : _____	OFFICE USE ONLY												
PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT : _____	OFFICE USE ONLY														

B. PROJECT PARTICULARS

5. <u>Project Title</u> _____ <u>Description of Work</u> _____ _____ <u>Contract Identification Number</u> _____ <u>Note: For NYS units, the OSC Contract No.</u> _____	6. Location of Project: <u>Location on Site</u> _____ <u>Route No/Street Address</u> _____ <u>Village or City</u> _____ <u>Town</u> _____ <u>County</u> _____																						
7. Nature of Project - Check One: <table style="width: 100%;"><tr><td>☐ 1. New Building</td></tr><tr><td>☐ 2. Addition to Existing Structure</td></tr><tr><td>☐ 3. Heavy and Highway Construction (New and Repair)</td></tr><tr><td>☐ 4. New Sewer or Waterline</td></tr><tr><td>☐ 5. Other New Construction (Explain)</td></tr><tr><td>☐ 6. Other Reconstruction, Maintenance, Repair or Alteration</td></tr><tr><td>☐ 7. Demolition</td></tr><tr><td>☐ 8. Building Service Contract</td></tr></table>	☐ 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 : <table style="width: 100%;"><tr><td>☐ Construction (Building, Heavy Highway/Sewer/Water)</td><td>☐ Fuel Delivery</td></tr><tr><td>☐ Tunnel</td><td>☐ Guards, Watchmen</td></tr><tr><td>☐ Residential</td><td>☐ Janitors, Porters, Cleaners, Elevator Operators</td></tr><tr><td>☐ Landscape Maintenance</td><td>☐ Moving furniture and equipment</td></tr><tr><td>☐ Elevator maintenance</td><td>☐ Trash and refuse removal</td></tr><tr><td>☐ Exterminators, Fumigators</td><td>☐ Window cleaners</td></tr><tr><td>☐ Fire Safety Director, NYC Only</td><td>☐ Other (Describe)</td></tr></table>	☐ Construction (Building, Heavy Highway/Sewer/Water)	☐ Fuel Delivery	☐ Tunnel	☐ Guards, Watchmen	☐ Residential	☐ Janitors, Porters, Cleaners, Elevator Operators	☐ Landscape Maintenance	☐ Moving furniture and equipment	☐ Elevator maintenance	☐ Trash and refuse removal	☐ Exterminators, Fumigators	☐ Window cleaners	☐ Fire Safety Director, NYC Only	☐ Other (Describe)
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9. Does this project comply 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://apps.labor.ny.gov/EDList/searchPage.do>

For inquiries please call 518-457-5589.

NYSDOL Bureau of Public Work Debarment List 02/27/2026

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	DOL	*****5784	A.J.M. TRUCKING, INC.		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL		AKHLAQ OULAKH		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		ALEXANDER DELISA		411 THEODORE FREMND SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL	*****8387	AMERICAN PAVING & MASONRY, CORP.		8 FOREST AVE GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL	*****8654	AMERICAN PAVING, INC.		8 FORREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO STANCO		8 FOREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTHONY CASALE		20 HEATHER RIDGE ROAD TROY NY 12180	05/20/2025	05/20/2030
DOL	DOL		ANTHONY MONGELLI		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	DA	*****2404	BJA RENOVATION, CORP		33 DOLLARD DR NORTH BABYLON NY 11703	03/19/2025	03/19/2030
DOL	DOL	*****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
DOL	DOL		C.M.C CONTRACTORS, INC.		500 WEST PUTNAM AVE SUITE 400GREENWICH CT 06830	09/03/2025	09/03/2030
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	DOL		CARLOS F. ESCOBAR		411 THEODORE FREMD AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		CARLOS FIGUEROA		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTI ON	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL		CESAREO TULA		120 SEARS AVE ELMSFORD NY 10523	09/26/2025	09/26/2030
DOL	DOL	*****2292	CHAMPION MAINTENANCE CONTRACTORS, INC.		211 SOUTH RIDGE STREET RYE BROOK NY 10573	09/03/2025	09/03/2030
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DOL		CHARLES CASALE		55 MAIN AVENUE WYNANTSKILL NY 12198	05/20/2025	05/20/2030
DOL	DOL		CHARLES CASALE		55 MAIN AVENUE WYNANTSKILL NY 12198	05/20/2025	05/20/2030
DOL	DOL		CHRISTOPHER PEROSI		5507 NESCONSET HIGHWAY MT. SINAI NY 11766	07/17/2025	07/17/2030
DOL	DOL	*****2281	CORRAO TRUCKING, INC.		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL DELISA		211 SOUTH RIDGE STREET RYE BROOK NY 10573	09/03/2025	09/03/2030
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027

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DOL	DOL		DARWIN PEGUESE		6400 BALTIMORE NATIONAL SUITE 602CANTONSVILLE NY 21228	10/24/2024	10/24/2029
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL		DENISE NAGLE		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	****2337	EGL DRAINAGE SOLUTION & REPAIRS LLC		5507 NESCONSET HIGHWAY MT. SINAI NY 11766	07/17/2025	07/17/2030
DOL	DOL	****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL		EMIL KISZKO		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	****3298	EMJACK CONSTRUCTION CORP.		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	****3298	EMJACK CONSTRUCTION LLC		4192 SIR ANDREW CIRCLE DOYLESTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	****2998	G.E.M. AMERICAN CONSTRUCTION CORP.		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		GIOVANNI NAPOLITANO		2501 BAYVIEW AVENUE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DA	****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DA	****4760	GTX CONSTRUCTION ASSOCIATES, CORP		2501 BAYVIEW AVE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DOL		HENRY WICKE A/K/A HENRY WICKE, JR.		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	****6961	HUNTER ELEVATOR COMPANY, INC.		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL	****2397	ISLAND BREEZE MARINE, INC.		6400 BALTIMORE NATIONAL CANTONSVILLE MD 21228	10/24/2024	10/24/2029
DOL	DOL	****5010	J. LINDSLEY ENTERPRISE, LLC		1002 STATE ROUTE 176 FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL	****0241	J. LINDSLEY ROOFING, LLC		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL	****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027

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DOL	DOL	****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JAMES LINDSLEY		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JENNIFER LINDSLEY		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		JERRY DASTON		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN NAGLE A/K/A JOHN NAGLE, JR.		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JONATHAN DELISA		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		JORGE FIGUEROA		411 THEODORE FRMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DA		JOSEPH DEMASCO		33 DOLLARD DRIVE NORTH BABYLON NY 11703	01/30/2026	01/30/2031
DOL	DA		JOSEPH DEMASCO		33 DOLLARD DRIVE NORTH BABYLON NY 11703	03/19/2025	03/19/2030
DOL	DOL		JOSEPH HALL		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL	****2271	JOSEPH HALL COMPANIES LLC		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
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	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027

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DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KEAN INDUSTRIES, LLC		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KEVIN FUNEZ URBINA A/K/A KEVIN FUNEZ		1009 LYNDALE AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****8760	KJ&J CONSTRUCTION, LLC		1009 LYNDALE AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KMA GROUP II, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	*****1833	KMA GROUP INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN		2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****3716	LIGHTNIN ELECTRIC INC.		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LIZETTE PONCE		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
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	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		MOHAMMAD MIAN		8269 21ST ST BELLEROSSE NY 11426	12/22/2022	12/22/2027
DOL	NYC		NASEER CHAUDHRY		2349 BRAGG STREET BROOKLYN NY 11229	04/22/2025	04/22/2030
DOL	DOL	*****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028

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DOL	DOL	*****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NELCO CONTRACTING, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DA		NICHOLAS BARNETT		33 DOLLARD DR BABYLON NY 11703	03/04/2025	03/04/2030
DOL	DOL		NICHOLAS RAO		411 THEODORE FREMND AVE SUITE 206 RYE NY 10580	09/03/2025	09/03/2030
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
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		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		NIKOLA NTONI		3418 NORTHERN BLVD SUITE 5-27 LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	NYC	*****6971	NN CONSTRUCTION, INC.		2349 BRAGG STREET BROOKLYN NY 11229	04/22/2025	04/22/2030
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL	*****4772	R.W. LOBDELL CONSTRUCTION LLC		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DOL		ROBBYE BISSEsar		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		ROSA GARCIA		411 THEODORE FRMND AVE SUITE 206 RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
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 RDPOMPEI 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	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		SILVANO TRAVAJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
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

NYSDOL Bureau of Public Work Debarment List 02/27/2026

Article 8

DOL	DOL	****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEVEN DELISA		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL	****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED MUHAMMAD S. JAFRI A/K/A SHARRUKH JAFRI		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	****4855	TECH INDUSTRIES LLC		20 HEATHER RIDGE ROAD TROY NY 12180	05/20/2025	05/20/2030
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	****2426	THE MATRUKH GROUP, INC.		4307 28TH AVE PO BOX 9082ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		THOMAS LOBDELL		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	****8485	TULA PLUMBING AND HEATING LLC		120 SEARS AVE ELMSFORD NY 10523	09/26/2025	09/26/2030
DOL	DOL	****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL		VINCENT CORRAO		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL	****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM SCRIVENS		4192 SIR ANDREW CIRCLE DOYELSTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL	****9494	WND CONSTRUCTION LLC		411 THEODORE FREMD AVENUE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028

PRIME CONTRACTOR'S CERTIFICATION
NEW YORK STATE LABOR LAW, SECTION 220-a

1. That I am an officer of _____ and am duly authorized to make this affidavit on behalf of the prime contractor on public contract No. _____.
2. That I fully comprehend the terms and provisions of Section 220-a of the Labor Law.
3. That, except as herein stated, there are no amounts due and owing to or on behalf of laborers employed on the project by the contractor. (Set forth any unpaid wages and supplements, if none, so state).

NAME

AMOUNT

4. That the contractor hereby files every verified statement required to be obtained by the contractor from the subcontractors.
5. That, upon information and belief, except as stated herein, all laborers (exclusive of executive or supervisory employees) employed on the project have been paid the prevailing wages and supplements for their services through _____, the last day worked on the project by their subcontractor. (Set forth any unpaid wages and supplements, if none, so state and utilize clause 5A (below)).

NAME

AMOUNT

- (5A) That the contractor has no knowledge of amounts owing to or on behalf of any laborers of its subcontractors.

PRIME CONTRACTOR'S CERTIFICATION
NEW YORK STATE LABOR LAW, SECTION 220-a

(continued)

6. In the event it is determined by the Commissioner of Labor that the wages or supplements or both of any such subcontractors have not been paid or provided pursuant to the appropriate schedule of wages and supplements, then the contractor shall be responsible for payment of such wages and supplements pursuant to the provision of Section 223 of the Labor Law.

SIGNATURE

PRINT NAME

TITLE

ACKNOWLEDGMENT:

STATE OF NEW YORK }
COUNTY OF _____ } SS: _____

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

Notary Public

If this affidavit is verified by an oath administered by a notary public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See CPLR Section 2309 (c); Real Property Law, Section 311, 312).

SUBCONTRACTOR'S CERTIFICATION
NEW YORK STATE LABOR LAW, SECTION 220-a

1. That I am an officer of _____ a subcontractor on public contract No. _____ and I am duly authorized to make this affidavit on behalf of the firm.
2. That I make this affidavit in order to comply with the provisions of Section 220-a of the Labor Law.
3. That on _____ we received from _____, the prime contractor, a copy of the initial/revised schedule of wages and supplements Prevailing Rate Case Number (PRC) _____ specified in the public improvement contract.
4. That I have reviewed such schedule(s), and agree to pay the applicable prevailing wages and to pay or provide the supplements specified therein.

SIGNATURE

PRINT NAME

TITLE

ACKNOWLEDGMENT:

STATE OF NEW YORK }
COUNTY OF _____ } SS: _____

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

Notary Public

If this affidavit is verified by an oath administered by a notary public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See CPLR Section 2309 (c); Real Property Law, Section 311, 312).

END OF SPECIAL PROVISIONS

PART 2
GENERAL CONSTRUCTION ITEMS

Item C-105 Mobilization

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to 4 percent of the total project cost.

105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster “Equal Employment Opportunity is the Law” in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL “Notice to All Employees” Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-4 Engineer/RPR field office. The Contractor shall provide dedicated space for the use of the field RPR and inspectors, as a field office for the duration of the project. This space shall be located conveniently near the construction and shall be separate from any space used by the Contractor. The Contractor shall furnish water, sanitary facilities, heat, air conditioning, and electricity in accordance with local building codes.

105-4.1 Field Office. The Contractor shall supply for the RPR’s use, a building or mobile trailer which shall be erected at the location shown on the Contract Drawings and shall be separate from any building used by the Contractor. The field office, equipment and all appurtenances shall be onsite, installed and operational at least 7 days prior to commencement of construction and shall remain in place for a period of 30 days after the date of final acceptance of the project. The Contractor shall maintain all facilities and furnished equipment in good working condition.

The field office shall have a minimum ceiling height of 7 feet and shall be provided with six weatherproof windows and two weatherproof doors, each equipped with adequate locking devices. Each window shall have a minimum area of 8 square feet, shall be screened and of a type that will open and close to provide adequate ventilation.

The field office shall have a minimum of 325 square feet of floor space. The field office shall be partitioned to provide two rooms with an adjoining door. The smaller room shall be not less than 95 square feet in floor area and shall contain two windows.

Lighting shall consist of electric non-glare type luminaries that provide a minimum level of 93 foot-candles at desk height level.

Heating and cooling units shall be capable of maintaining an ambient air temperature of 70 degrees F, +/- 5 degrees.

Hot and cold running water shall be provided. The water may be provided from a municipal water line, or from potable bottled water. Potable bottled water shall utilize a dispensing unit capable of providing hot and cold water.

The field office shall have a separately enclosed room, properly ventilated and complying with applicable sanitary codes with a flush-type toilet. The Contractor shall provide all lavatory amenities, necessary paper and soap products, and hot and cold running water.

The Contractor shall provide a parking area for 5 vehicles. The area shall be 45 feet wide by 18 feet long, and shall be paved, crushed stone, gravel or bank-run material. A sidewalk shall be constructed of the same material connecting the parking area to the door of the field office.

Steps shall be installed at each door to the field office and shall include a hand rail. Steps shall meet the requirements of all applicable building, safety, and health regulations and laws. Portable steps, when used, shall be set level and shall be suitably anchored to the ground to prevent movement.

The office shall be cleaned at least once weekly, and at other times as directed by the RPR.

The Contractor may furnish equivalent facilities in an existing building provided such facilities and buildings are located conveniently near to the construction, and provided the building and location is acceptable to the RPR.

The field office and site shall be maintained in good condition and appearance by the Contractor for the designated period, after which the field office, utilities and appurtenances shall be removed and the site restored to a condition equal to or better than original condition. The Contractor shall be responsible, until use and occupancy of the field office is relinquished by the RPR, for any and all damage, direct or indirect, of whatever nature, occurring to the property of the Owner and RPR, including the property of other employees of the RPR assigned to the field office, which is kept in the field office. The responsibility of property shall include only those items used by appropriate personnel in the performance of project related work activities. Such property shall be replaced within 30 days of the reported damages and shall include any loss caused by, but not limited to, fire, theft, vandalism, and malicious mischief.

The RPR shall provide the Contractor with a detailed list of items, with corresponding dollar values, belonging to the RPR, and the RPR's personnel. The list shall be updated at least every three months, but not more than once a month. The Contractor shall not be responsible for items kept in the RPR's field office that are not on this list.

105-4.2 Field Office Equipment:

- A. Desks and chairs.** The Contractor shall provide 2 office desks that are at least 2-1/2 feet by 5 feet each and 6 office chairs.
- B. Office table.** The Contractor shall provide an office table which is at least 3 feet by 6 feet.
- C. Refrigerator.** The Contractor shall provide a standard electric cold storage type refrigerator providing a minimum storage space of 3 cubic feet.
- D. Metal storage cabinet.** The Contractor shall provide one metal storage cabinet with four adjustable shelves, a tumbler lock and 2 keys.
- E. Locker.** The Contractor shall provide a metal or wood locker, with lock, of sufficient size for storage of equipment and supplies.
- F. First aid kit.** The Contractor shall provide a first aid kit properly stocked with appropriate first aid supplies.
- G. Thermometer.** The Contractor shall provide a minimum-maximum Fahrenheit thermometer.
- H. Waste paper baskets.** The Contractor shall provide a metal waste basket in each room.
- I. Airport communication system.** The Contractor shall obtain, for use by the RPR, two VHF Air Band Transceivers. The frequency used for this project shall be 122.950 Mhz. The transceivers shall be ICOM A6, as manufactured by ICOM America, Inc., or equal. Each radio shall come equipped with two battery packs, one standard 120V wall charger and one 12V (cigarette lighter) charger. When work has been completed work on the project, the RPR will return the radios, battery packs, wall chargers, and 12V chargers to the Contractor.

METHOD OF MEASUREMENT

105-5 .1 No measurement will be made for direct payment of furnishing a temporary field office. This work shall be considered as a subsidiary obligation in the completion of work.

BASIS OF PAYMENT

105-6.1 No payment will be made separately or directly for this item on any part of the work unless otherwise listed in the various pay items. Furnishing and maintaining a construction field office will be considered a necessary and incidental part of the work and its cost shall be considered by the **General Contractor** and included in the lump sum bid price for the project.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

Item C-106 Safety, Security and Maintenance of Traffic

DESCRIPTION

106-1.1 General. This work shall consist of maintaining aircraft and vehicular traffic and protecting the public from damage to person and property within the limits of and for the duration of the Contract, and as specified in the Construction Safety and Phasing Plan, Appendix A to Section 70.

Contractor is responsible for maintenance and repair of these items, regardless of cause of damage, until the project is accepted.

The following items are specifically included without limiting the generality implied by these Specifications and the Contract Drawings. Contractor is responsible for maintenance and repair of these items, regardless of cause of damage, until the project is accepted.

- Restoration of all surfaces disturbed as a result of the Contractor's Operations which are not otherwise paid for.
- Maintenance and repair of existing access roads, including dust control measures.
- Installation, maintenance, repair and removal of temporary security fencing and gates.
- Installation, maintenance, repair and removal of temporary barricades, barricade lights, barricade flags, warning signs and hazard markings.
- Cleaning and maintenance of all paved areas.
- Security and badging requirements.
- Providing flag persons when the Contractor's operations require it.

The Owner will be responsible for moving parked aircraft which interfere with the work of this Contract. Contractor shall give the Owner adequate notice of the intended work schedule to allow the Owner time to accommodate the schedule.

METHOD OF MEASUREMENT

106-2.1 No measurement will be made for direct payment of safety, security and maintenance of traffic. This work shall be considered as a subsidiary obligation in the completion of work.

BASIS OF PAYMENT

106-3.1 No payment will be made separately or directly for this item on any part of the work unless otherwise listed in the various pay items. Safety, security and maintenance of traffic will be considered a necessary and incidental part of the work and its cost shall be considered by the Contractor and included in the contract price for the pay items of work involved.

In the event the contract completion date is extended, no additional payment will be made for safety, security and maintenance of traffic.

If the Contractor fails to maintain and protect traffic adequately and safely for a period of 24 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 safety, security and maintenance of traffic listed above.

However, where major nonconformance with the requirements of this Specification is noted by the RPR and prompt Contractor compliance is deemed not to be obtainable, all contract work may be stopped by direct order of the RPR regardless of whether corrections are made by the Owner as stated in the paragraph above.

END OF ITEM C-106

DOCUMENT 003119 - EXISTING CONDITION INFORMATION

1.1 EXISTING CONDITION INFORMATION

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of the Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents except where they are specifically referenced by the Contract Documents.
- B. Existing drawings that include information on existing conditions including previous construction at Project site are available for viewing on the County's contract management website.

1. N/A

- C. Contract Drawings for concurrent project work, by C&S:
 - 1. **ARFF - SRE BUILDING SITE WORK PACKAGE (PHASE 1) – dated October 2025.**

Referenced documents are available on the Tompkins County contract management website:

www.tompkinscounty.gov/purchase

Questions regarding the bidding process and use of the may be directed to: Joyce Woodrome, jwoodrome@tompkins-co.org

- D. Related Requirements:
 - 1. Document 003132 "Geotechnical Data" for reports and soil-boring data from geotechnical investigations that are made available to bidders.

END OF DOCUMENT 003119

DOCUMENT 003132 - GEOTECHNICAL DATA

1.1 GEOTECHNICAL DATA

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information. This Document and its attachments are not part of the Contract Documents.
- B. Because subsurface conditions indicated by the soil borings are a sampling in relation to the entire construction area, and for other reasons, the Owner, the Architect, the Architect's consultants, and the firm reporting the subsurface conditions do not warranty the conditions below the depths of the borings or that the strata logged from the borings are necessarily typical of the entire site. Any party using the information described in the soil borings and geotechnical report shall accept full responsibility for its use.
- C. The following geotechnical information is available as Supplemental Information to Bidders:
 - 1. Geotechnical Report, prepared by CME Associates, Inc., dated November 5, 2024.

END OF DOCUMENT 003132



6035 Corporate Drive
East Syracuse, New York 13057
(315) 701-0522
(315) 701-0526 (Fax)

www.cmeassociates.com

Transmittal

November 05, 2024

C&S Engineers, Inc. (Client)
449 Col. Eileen Collins Boulevard
Syracuse, New York 13212
Phone: 315.455.2000

Attn: Matthew Rolfe, PE
mrolfe@cscos.com

Re: Ithaca Tompkins International Airport ARFF - SRE Building Project
Ithaca, New York
CME Project No.: 28198-05

Gentlepeople:

Attached you will find....

<u>Number of Copies</u>	<u>Report Number</u>	<u>Description</u>
1	28198B-01-1124	Soils Investigation and Foundation Recommendation Report

The above report was emailed to Matthew Rolfe at mrolfe@cscos.com on 11/05/2024.

Respectfully submitted,
CME Associates, Inc.

A handwritten signature in black ink that reads "Kyle Shepherd".

Kyle Shepherd, E.I.T.
Staff Geotechnical Engineer

Soils Investigation and Foundation Recommendation Report

Ithaca Tompkins International Airport ARFF - SRE Building Project Ithaca, New York

Prepared For: (Client)

C&S Engineers, Inc.

Attn: Matthew Rolfe, PE
449 Col. Eileen Collins Boulevard
Syracuse, New York 13212
Phone: 315.455.2000
Email: mrolfe@cscos.com

Prepared by: (Geotechnical Engineer)

CME Associates, Inc.

Attn: Kyle Shepherd, E.I.T. and
Christopher R. Paolini, P.E., MPS, EXWSM
6035 Corporate Drive
East Syracuse, New York 13057
Phone: 315.701.0522 Ext. 260
Fax: 315.701.0526
Email: kshepherd@cmeassociates.com

**CME Report No.: 28198B-01-1124
November 05, 2024**

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Report No. 28198B-01-1124

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Attachment Listing:

- Project Drawings (3 of 3)
- CME Exploration Location Plan (1 of 1)
- GPS Coordinates and Elevations Table (1 of 1)
- CME Subsurface Exploration – Test Boring Logs (9 of 9)
- ASCE 7 Hazards Reports (3 of 3)
- General Information & Key to Test Boring Logs (4 of 4)

Soils Investigation and Foundation Recommendation Report Ithaca Tompkins International Airport ARFF - SRE Building Project Ithaca, New York

1.0 INTRODUCTION

CME Associates, Inc. (CME) was retained by C&S Engineers, Inc. (Client) to provide subsurface exploration and geotechnical recommendation services for the subject project. The Scope of Basic Services and this report have been provided pursuant to the acceptance of CME Proposal/Agreement No.: 05.7592, dated 06/05/2024, and executed by Client on 06/05/2024.

CME conducted a limited subsurface exploration consisting of 6 Test Borings. This report presents a summary of subsurface conditions identified in the explorations and provides geotechnical recommendations related to the proposed building. Providing geotechnical recommendations for all other improvements and sitework features are outside of CME's Scope of Basic Services contracted in the above-referenced Agreement and are expressly excluded from this report.

2.0 PROPOSED DEVELOPMENT

The proposed building will be an Aircraft Rescue Fire Fighting (ARFF) and Snow Removal Equipment (SRE) building. CME understands that large spoil piles from former work at the airport are present within the proposed building area, and the removal of the piles is in progress. Please refer to the attached *Project Drawings*¹ for the locations of the proposed building, planned grades, and other project information available to CME at the time of this report preparation.

The ARFF/SRE Building is planned to be a pre-engineered metal building with spread footings for the center and east garages and is planned to be stick built with CMU bearing walls for the single story west side office structure. The entire structure will have a footprint of approximately 47,300 square feet and will have a finished floor of 1068.5 feet. The anticipated maximum column loading is 150 kips. According to the design team, the proposed building is considered to be a Risk Category IV Structure.

Please review the above information and let us know, in writing, if any of the above information is incorrect.

3.0 EXPLORATION METHODOLOGY

3.1 Exploration Layout and Utility Clearance

The exploration locations were selected by CME and marked in the field by CME. Following the field mark out, CME contacted UDig New York to clear public utilities at the exploration locations. Private utilities at the exploration locations were cleared by CME using Ground Penetrating Radar equipment and Radio Detection equipment.

¹ Project Drawings:

Geometry and Layout Plan, labeled C-101, dated June 2024

First Floor Plan, labeled A-101, dated 12/04/2023

Grading and Erosion Plan, labeled C-104, dated June 2024

The attached *CME Exploration Location Plan*, labeled ELP-1, depicts the approximate as-drilled exploration locations. Exploration locations and elevation at grade were obtained by CME utilizing hand-held GPS equipment. Please refer to the attached *GPS Coordinates and Elevations Table* for a description of equipment and datum used, and for GPS coordinates and elevations at the exploration locations.

3.2 Test Borings

On 10/8/2024 and 10/9/2024, six Test Borings (labeled B-1 to B-6) were advanced using a Central Mine Equipment Model 550X, ATV-mounted rotary exploration drill rig, equipped with 3-¼" I.D. hollow stem augers and drive sampling tools. Soil sampling was conducted using a 140-pound automatic hammer dropping through a distance of 30 inches to drive a 2" O.D. split barrel sampler in general conformance with ASTM Standard Practice D1586. Upon completion, each borehole was backfilled with auger cuttings to nearly match existing grade.

Samples were logged and visually classified in the field by CME's drillers, and a portion of each soil sample was placed and sealed in a glass jar. The soil classifications were later reviewed by the undersigned Engineer in CME's AASHTO re:source² accredited East Syracuse Laboratory. The visual soil classifications were made using a modified Burmister Classification System, as practiced by CME, and as generally described in the attached document entitled *General Information & Key to Test Boring Logs. Subsurface Exploration – Test Boring Logs*, labeled B-1 to B-6, are attached.

4.0 SUBSURFACE CONDITIONS

The subsurface conditions presented herein have been generalized for simplicity and brevity by CME from the actual data obtained from the subsurface exploration conducted at the subject project site. It is possible for the subsurface conditions between sampling intervals and between exploration locations to vary from that inferred and/or given in this section or on the exploration logs. Please refer to the exploration logs for actual conditions encountered at the time, location, and elevation of each sampling.

4.1 Subsurface Profile

The explorations identified a subsurface profile consisting of Miscellaneous Fill, underlain by a Gravel and Sand stratum. A brief description of each stratum is given below, in the order of encounter.

Miscellaneous Fill: All explorations identified a Miscellaneous Fill stratum to about elevation 1064 to 1056 feet, which is up to about 4 to 12 feet below slab subgrade elevation. Please note, miscellaneous fill was also placed in this area to several feet above adjacent existing grade. This material consists of a mixture of soil (sand, silt, and gravel) and miscellaneous debris (asphalt, organic matter, etc.). The Miscellaneous Fill does not appear to have been placed in a prepared manner (i.e., not placed in controlled, compacted lifts) and meets the Building Code³ definition of Unprepared Fill, which is assigned a zero bearing capacity by the Building Code. This Miscellaneous Fill is not a reliable material to support new foundations and slab-on-grade.

² **AASHTO re:source** – American Association of State Highway & Transportation Officials (AASHTO) Materials Reference Laboratory, a Federal Agency having jurisdiction to assess laboratory competency according to the Standards of the United States of America. CME East Syracuse accreditation includes testing of Portland Cement Concrete, Aggregate and Soil Materials. www.AASHTOresource.org.

³ Building Code = 2020 Building Code of New York

Gravel and Sand: Below Miscellaneous Fill, a Gravel and Sand stratum, consisting of a random mixture of Gravel and Sand, with a lesser and variable Silt content, was identified. This stratum was penetrated to Boring termination depth (1048 to 1053 feet), where drilling became harder, and/or sampler refusal was noted on possible bedrock. Rock fragments were noted in the lower samples of this stratum. Based on SPT⁴ Blow Counts, this stratum is judged to have a compactness ranging from medium compact to very compact.

4.2 Groundwater Observations

Groundwater level observations and measurements are made by the CME field crew when groundwater accumulates in the boreholes or test pits. CME notes the water level inside the borehole during advancement of borings and following casing (auger) removal. CME also notes the visual appearance of the moisture condition of the samples as retrieved. The condition and time of groundwater level observations are unique to each exploration, time, and date, and are recorded on the individual exploration logs.

While drilling, groundwater was noted in Borings B-1 and B-2 at depths of 13.4 feet and 11.5 feet, respectively, corresponding to about elevations 1056.5 and 1050.5 feet. Groundwater may not have collected, accumulated, and stabilized in the boreholes during the short time it takes to drill the holes.

Groundwater fluctuations at this site will occur depending on several factors, such as rainfall, seasonal changes, prevailing climate, and adjacent construction operations, among other factors.

4.3 Expansive Soils

Based on CME's visual naked-eye classification of the soil samples retrieved from the explorations, CME's laboratory testing results and the definition of "Expansive Soil" given in Section 1803.5.3 of the Building Code, soils exhibiting potentially expansive character were not sampled by this exploration program.

4.4 Site Class

Based on a computational analysis using the information obtained from the CME Test Borings and the Building Code Section 1613, which references Chapter 20 of ASCE 7, the project site is defined as a "Very Dense Soil and Soft Rock" profile representative of a Site Class "C". The Test Borings did not sample soils vulnerable to liquefaction, sudden collapse, or failure under seismic loading conditions.

Please refer to the attached *ASCE 7 Hazards Reports* for Design Response Spectrum, Seismic Design Category, and other important output information for Risk Category IV Structures (Non-essential and Essential Facilities).

⁴ SPT = Standard Penetration Test

5.0 GEOTECHNICAL RECOMMENDATIONS

5.1 Site Characterization and Engineering Significance

All Borings identified Miscellaneous Fill to approximately elevation 1064 feet to 1056 feet, which is up to 4 to 12 feet below planned slab subgrade elevation. The Miscellaneous Fill does not appear to have been placed in a prepared manner (i.e., not placed in controlled, compacted lifts) and meets the Building Code definition of Unprepared Fill. The Unprepared Fill is assigned a zero bearing capacity by the Building Code. The Miscellaneous Fill shall not be relied upon to support foundations and slabs.

Therefore, ground improvement will be required to utilize a conventional shallow footing foundation and slab-on-grade system to support the proposed building. Since excavation of spoil piles is occurring, it makes sense that a mass-excavation and replacement be considered as the ground improvement procedure. This involves mass removal of Miscellaneous Fill to virgin subgrade, followed by replacement with controlled engineered fill. An alternative ground improvement system such as installation of Aggregate Piers may also be considered. If this is desired, please contact our office.

5.2 Ground Improvement via Mass-excavation and Replacement

In order to improve the material that the building will be founded in, excavation within the building pad shall completely remove the Miscellaneous Fill and any identified deleterious material (organic material, asphalt, etc.). The building pad is defined as the proposed building footprint and adjacent slabs and sidewalks, plus a 5-foot nominal buffer all-around, where practical.

Please see Table 1 below for estimated depths of bottom of Miscellaneous Fill identified in the explorations. The actual depths shall be verified by the Inspecting Professional Geotechnical Engineer (IPGE) during this operation.

Following removals, the exposed grades shall be proofrolled and inspected in the presence of the IPGE. CME recommends that the proofroll occur on a dry day, free of precipitation. The proofroll shall occur using a 10-ton smooth drum roller making at least 5 overlapping passes in each of two perpendicular directions, on vibratory mode. The proofroll procedure may be modified and/or replaced with a probe inspection at the discretion of the IPGE, depending on the actual depths of removal and the exposed soil conditions. The IPGE shall delineate any unstable/non-uniform yielding grades and direct remediation procedures, if required.

Table 1: Approximate Bottom Depth/Elevation of Miscellaneous Fill

Exploration ID	Elevation at Grade¹ (ft.)	Depth Below Grade² (ft.)	Bottom Elevation (ft.)
B-1	1069.9	6	1063
B-2	1061.9	4	1057
B-3	1075.8	14	1061
B-4	1091.1	35	1056
B-5	1079.1	18	1061
B-6	1062.9	2	1060

Notes:

1. See Report Section 3.1 for a description of how elevation at grade at each exploration location was obtained. Please note, these elevations reflect the status of the spoil piles present on 10/09/2024, and grades may be significantly different (lower) than shown herein.
2. Depth of Miscellaneous Fill at exploration locations are provided for planning and budgeting purposes only. Actual depths may vary and shall be determined during construction by the Inspecting Professional Geotechnical Engineer (IPGE).

Following grade approval by the IPGE, Structural Fill placement may commence to achieve plan slab-on-grade subgrade elevation. CME recommends that Structural Fill placement occur to plan slab subgrade elevation in one continuous operation (rather than in piece-meal fashion), prior to start of foundation excavation. It has been CME's experience that Structural Fill installed to slab subgrade elevation in an uninterrupted fashion, and prior to foundation excavation, yields a higher quality building pad.

Please refer to Report Sections 6.1 and 6.2 for recommendations on building pad Structural Fill material, placement, and quality control testing.

5.3 Footing Foundations

The proposed building may be supported utilizing a conventional shallow footing foundation system, after implementing mass-excavation and replacement (as per Report Section 5.2). Excavation for footings is expected to expose Structural Fill (installed under this program) or Gravel and Sand soils at plan footing bearing elevation.

Footing bearing grade consisting of satisfactorily installed, compacted, and density tested Structural Fill, or firm Gravel and Sand soils, is expected to exhibit a Presumptive Soil Bearing Pressure of 3,000 psf. Presumptive Soil Bearing Pressure shall be confirmed in the field by the IPGE, just prior to foundation placement and after compacting all bearing grades with a minimum of 5 passes with a plate tamper.

All exterior footings shall have a minimum frost cover of 4'-0", measured from bottom of footing to adjacent exterior finish grade. Interior footings in heated space may bear as high as practical, below the slab-on-grade.

Footing foundations designed and constructed in accordance with good workmanlike practice and following the recommendations presented in this report, are estimated to settle less than about one inch (1"). Differential foundation settlement between adjacent footings is estimated to be less than about three quarters of an inch ($\frac{3}{4}$ ").

5.4 Slab-on-Grade

Design of concrete slab-on-grade should be consistent with recognized standards such as ACI 360R "Design of Slabs-on-Grade". Construction should be consistent with good industry practice using ACI Qualified Flatwork Finishers and recognized standards such as ACI 302.1R "Guide for Concrete Floor and Slab Construction".

Slab-on-grade subgrade consisting of compacted Structural Fill, approved by the IPGE, is expected to exhibit a Modulus of Subgrade Reaction, k_s , of 200 pci. Subbase Course is recommended to consist of NYSDOT Type 2 Run-of-Crush Limestone subbase course, at a design thickness by the Project Design Team.

5.5 Temporary Excavation and Protection

Temporary excavations must be conducted in accordance with the U.S. Department of Labor – Occupational Safety and Health Administration (OSHA) Standard 1926 Subpart P titled "Excavations" and the New York State Code Rules and Regulations (NYCRR) Part 23 titled "Protection in Construction, Demolition and Excavation Operations". OSHA and NYCRR pertain to safety aspects of excavations such as: soil classification, sloping and benching, shoring, and assistance with selecting the appropriate protective system. Prior to workers entering an excavation, the Contractor's Competent Person, as defined by OSHA, must inspect the excavation and deem it safe for entry.

The subsurface strata identified in the explorations are described in Report Section 4.1 in the approximate order of encounter. According to OSHA 29 CFR Part 1926 Occupational Safety and Health Standards; Final Rule, these soils are designated OSHA Soil Types, as given below. Contemporaneous Field evaluation of all excavations and materials must be performed by an OSHA "Competent Person"⁵.

Table 2: OSHA Soil Type	
Subsurface Strata	OSHA Soil Type
Miscellaneous Fill	Type C
Gravel and Sand (Above Groundwater)	Type C

5.6 Temporary Dewatering

All excavations shall be made and maintained in the dry until satisfactorily backfilled. The contractor shall install a satisfactory Construction Dewatering System (CDS) prior to commencing excavation. All excavations shall be made and maintained in-the-dry until satisfactorily backfilled. Prior to commencing the excavation, the groundwater level should be lowered to at least 1 foot below the proposed bottom of excavation.

6.0 FILL AND BACKFILL

6.1 Material

On-site Borrow: CME recommends that on-site excavated material not be re-used as fill or backfill within the Influence Area⁶ of structural components of this project.

Select Granular Fill: Structural Fill Material consisting of Select Granular Fill shall be used for all building pad fill and backfill, footing grade undercut backfill (if needed), and for use in other structural areas.

All fill and backfill materials shall be pre-qualified via a submittal process. The submittals shall include all required test reports that are not older than 60 days.

The minimum requirements for a prequalification submittal shall include the following test results which are not more than 2 months old:

- ✓ Sieve Analysis – ASTM D422
- ✓ Moisture-Density Relationship – ASTM D1557
- ✓ Plasticity Index – ASTM D4318
- ✓ Soundness Test – ASTM C88

⁵ An OSHA "Competent Person" is defined as "one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them" [OSHA 29 CFR 1926.32(f)]. The preliminary OSHA Soil Type Designations given in this Report are for planning purposes only and are not to supersede contemporaneous excavation evaluation and soil classification promulgated by OSHA and NYCRR to be the responsibility of the Contractor's Competent Person.

⁶ The Zone of Influence or Influence Area is defined as the area within planes sloped downward and outward at a 45-degree angle from horizontal measured from:

1. 1-foot outside outermost edge at the base of foundations, slabs, and rigid pavements.
2. 1-foot outside outermost edge at the surface of parking lots, roadways, and shoulders.
3. 0.5 foot outside exterior at springline of pipes and culverts.

Select Granular Fill material shall be well-graded sand and gravel, or crushed rock product which is capable of being compacted to the required density at the proper moisture content and which is free of deleterious materials, trash, roots, debris, frozen material and organic or other foreign matter. Select Granular Fill to be used under slabs and to backfill foundation walls inside the building shall be free of Recycled Asphalt Pavement (RAP) products.

Select Granular Fill material shall be accepted based on gradation, soundness, plasticity index, and a well-defined Moisture-Density Relationship Curve. Imported Granular Fill to be placed within 2'-0" of final exterior grade shall be subjected to Soundness requirements. Soundness shall be less than 30% loss based on a four-cycle magnesium sulfate soundness test. Plasticity Index of that portion of fill material passing the No. 40 mesh sieve shall not exceed 5.0. Gradation requirements are as provided in Table 3.

Table 3: Select Granular Fill – Recommended Gradation	
Standard Sieve Size	% Passing by Dry Weight
2-inch	100
1/4-inch	25 to 65
No. 40	5 to 40
No. 200	0 to 10

6.2 Execution

CME recommends that all filling and backfilling that will occur on this project be accomplished in a workmanlike manner according to good industry practice. All filling and backfilling shall be installed in a quality-controlled manner with prequalified materials, with quality assurance structural tests and inspections conducted at regular intervals according to the Building Code Chapters 17 and 18, and consistent with the following methodology:

1. The grade to receive fill shall be dry and stable, and free of mud, water, and loose or frozen material. The grade shall be proofrolled, inspected, and deemed satisfactory by the IPGE prior to placement of fill.
2. Fill material shall be placed on satisfactory grade, in a manner to minimize segregation. The fill shall be placed in nearly horizontal lifts commencing at the lowest fill area elevation and proceeding with each lift upward and outward from the lower lift.
3. The moisture content of the material shall be adjusted prior to application of compaction such that it is within 3% of the Optimum Moisture Content. This procedure may involve adding water when the fill material is too dry or discing and aerating to reduce moisture when the fill material is too wet.
4. The compacted lift thickness and minimum in-place field density shall conform to the recommendations provided in Table 4.

Table 4: Structural Fill Compaction and Lift Thickness Recommendations		
Minimum In-Place Density¹	Maximum Compacted Lift Thickness² (inch)	Fill Area Description
95%	12	Building pad mass fill areas and subbase course.
95%	8	Confined areas such as utility trenches, boring grade undercuts, and foundation backfill.
1. As determined using ASTM D1557, Modified Effort Proctor. 2. Or compactor manufacturer's recommended thickness, whichever is less.		

5. When the test results indicate that insufficient compaction has been obtained in any layer, the Contractor shall take action to modify or alter the moisture content of the soil and provide additional compaction or make other adjustments to increase the in-place soil density. If the Contractor cannot obtain satisfactory compaction due to material properties, the Contractor shall remove the unsatisfactory material and replace it with new material.
6. Materials which are frozen, or which include mud, debris, organics, or other deleterious materials, shall be removed and replaced with clean specified material.
7. No fill shall be placed over an area or lift of fill that has not been tested and achieved satisfactory results.

7.0 SPECIAL INSPECTIONS

In addition to the Geotechnical Engineering Observation and Inspection specified previously in this Report, the Building Code requires special inspection and tests for all structural fill, backfill, concrete, and reinforcement of the geotechnical constructions proposed for this project.

7.1 Accredited Testing Agency Required

CME recommends that the Testing Agency providing special inspections and structural tests be Accredited by a Nationally Recognized Authority (such as: AASHTO Re:source, A2LA or NVLAP) to demonstrate compliance with ASTM E329 to conduct soil, aggregate, and concrete materials testing. All testing and inspection staff must possess current credentials and nationally recognized certification or licensure which is applicable to the specific material and construction element that they are inspecting and/or testing.

7.2 Required Special Inspections and Tests of Soils & Foundations

CME recommends that the Soil and Foundation Special Inspection be accomplished in full conformance with the Building Code requirements and Table 5 given herein:

Table 5: Statement of Required Soil Special Inspections	
Type	Frequency of Special Inspections and Tests
1. Verify excavations are extended to proper depth to remove unprepared fill and have reached proper subgrade material.	Continuously during excavation.
2. Prior to placement of compacted fill, inspect subgrade, verify that site has been prepared properly, and witness a proofroll and/or probe subgrade.	Continuously prior to placement of compacted fill by IPGE.
3. Perform classification and testing of compacted fill materials.	Continuously per the Earthwork Specification.
4. Verify use of proper materials, densities, and lift thicknesses during placement and compaction of compacted fill.	Continuously during fill installation and per Earthwork Specifications. Perform 1 In-Place Field Density (IPFD) test per 2,500 square feet per lift and 1 IPFD per 30 lineal feet of trench or wall per lift per side.
5. Direct undercut if required, verify satisfactory compaction of bearing grade and/or backfill, verify presumptive bearing pressure, and approve bearing grade.	Continuously during foundation excavation, by IPGE.

8.0 OTHER IMPORTANT CONSIDERATIONS

CME provides the information in this section for those using our reports, so they may acquire a better understanding of geotechnical engineering professional practice, and the limitations associated with its application to this and other projects.

8.1 Changes to the Project

CME has described in Report Section 2.0 our understanding of the proposed development at the time this report is published. It is anticipated that the plans may change during the construction phase. Substantial changes consist of many items such as, but not limited to, bearing elevation, floor elevation, planned depth of cuts, or fills, decrease or increase in design loads, structure footprint growth or shrinkage, structure location movement, time period of construction (compression or relaxation), and addition or deletion of sublevel (basement or crawlspace) area, among others.

Please advise CME of substantial changes so CME can evaluate the continued applicability of the analyses and recommendations given in this Report. It will help reduce project risks, could save you time and money, and result in a higher quality construction project.

8.2 Review of Plans and Specs

CME recommends that it be afforded the opportunity to review the Plans and Specifications prepared pursuant to this Report, prior to Bidding. This review will help to verify that a correct interpretation of CME's recommendations and design intent given in this Report are implemented and incorporated into the Construction Documents. Since CME is not aware of the project schedule, it is the responsibility of the Client to forward the applicable construction contract documents to CME for review. Please allow at least 5 business days for CME to complete the review and issue a report of comments and findings.

8.3 Construction Phase Geotechnical Services

The analysis and recommendations contained in this report are preliminary and are based on the specific data obtained from the limited subsurface explorations referenced in this report. The explorations indicate subsurface conditions only at the specific locations and times, and only to the depths penetrated. The validity of the recommendations is based in part on CME's assumptions about the stratigraphy, as well as information about the proposed development provided by others. CME's assumptions may be confirmed only during earthwork and foundation construction operations.

The recommendations made in this report are based on the "Observational Method". The Observational Method ensures continuity from the design to the construction and has been at the heart of many successful construction projects. It relies upon extensive use of monitoring and observational procedures during the construction. Construction monitoring allows CME to take advantage of conditions more favorable than those anticipated based on the subsurface exploration program. It often provides for timely warning when conditions are less favorable, allowing for changes or alterations to be made before a problem shows itself in newly completed construction. Therefore, it is recommended that CME be retained to provide Construction Phase Observation and the Soil and Foundation Special Inspections.

It is very important to point out that CME's engineering recommendations given in this Report are premised upon CME being retained to provide Construction Phase Geotechnical Engineering Observation as they relate to earthwork, filling and backfilling, and foundation installations. If others are retained to provide construction phase observation, a complete understanding, interpretation or execution of CME's reported recommendations may not occur.

9.0 STANDARD OF CARE AND WARRANTY

CME has endeavored to conduct the services identified herein in a manner consistent with that level of care and skill ordinarily exercised by members of the geotechnical engineering profession currently practicing in the same locality and under similar conditions as this project. No warranty, either express or implied, is made or intended by CME's proposal, contract, and written and oral reports, all of which warranties are hereby expressly disclaimed. CME shall not be responsible for the acts or omissions of Client, its contractors, agents and consultants. CME has relied upon information supplied by Client, its contractors, agents and consultants, or information available from generally accepted reputable sources, without independent verification, and CME assumes no responsibility for the accuracy thereof.

10.0 CLOSING COMMENTS

Please do not hesitate to contact our office if you have any questions regarding this report, its conclusions, its recommendations, or its application to actual field conditions revealed during construction.

Respectfully Submitted,
CME Associates, Inc.

A handwritten signature in black ink that reads "Kyle Shepherd".

Kyle Shepherd, E.I.T.
Staff Geotechnical Engineer

Reviewed By,
CME Associates, Inc.

A handwritten signature in black ink that appears to read "Chris Paolini".

Christopher R. Paolini, P.E., MPS, EXWSM
Vice President



Project Status
NOT FOR CONSTRUCTION

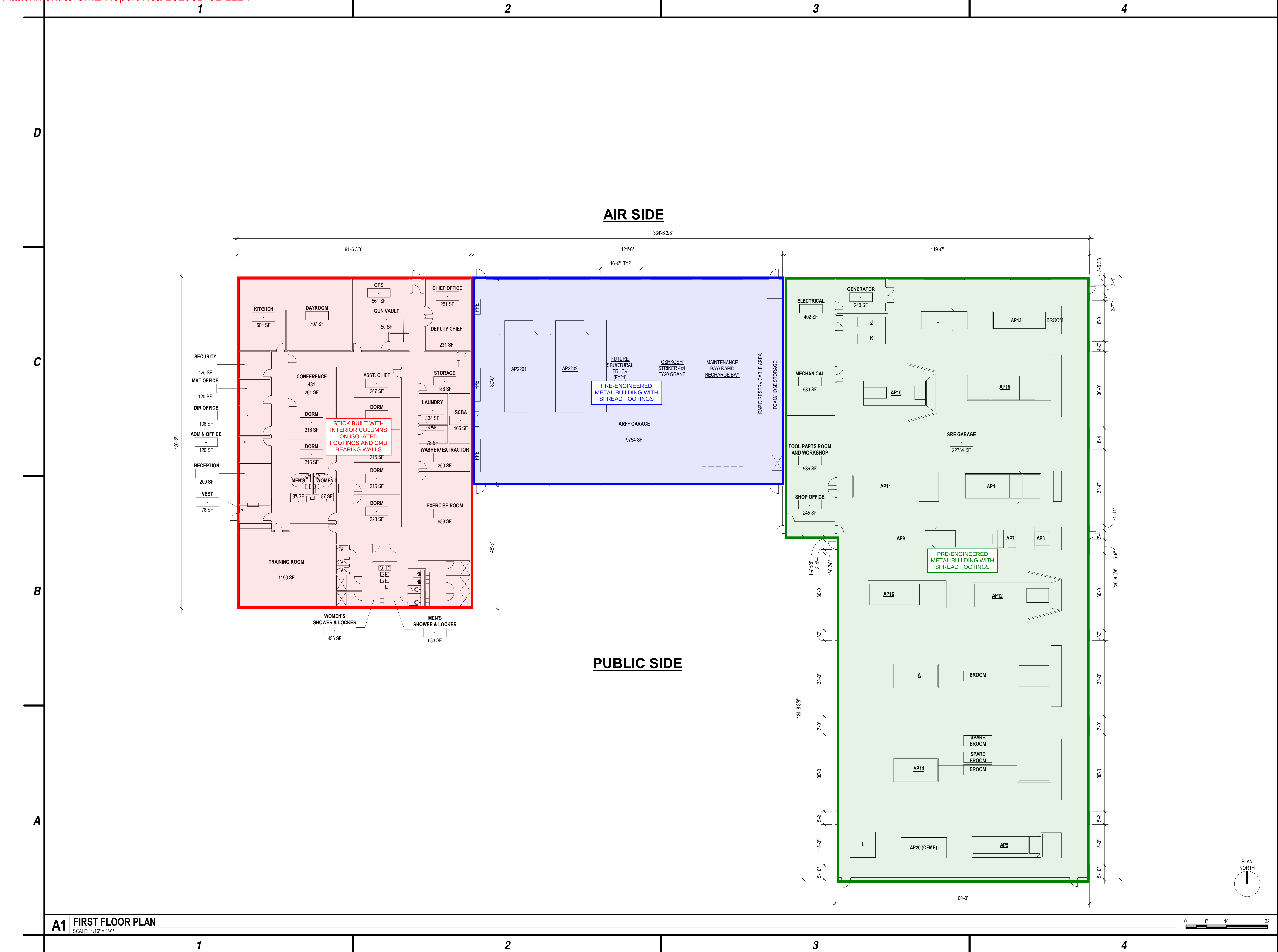
ITH
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**NEW ARFF/SRE BUILDING
ITHACA TOMPKINS
INTERNATIONAL AIRPORT
72 BROWN ROAD
ITHACA, NY 14850**

MARK	DATE	DESCRIPTION
REVISIONS		
PROJECT NO: 158.095.001		
DATE: JUNE 2024		
DRAWN BY: M. ZINGARO		
DESIGNED BY: M. ZINGARO		
CHECKED BY: W. G. PERRINE, P.E.		
NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUBDIVISION 2 OF THE NEW YORK EDUCATION LAW		

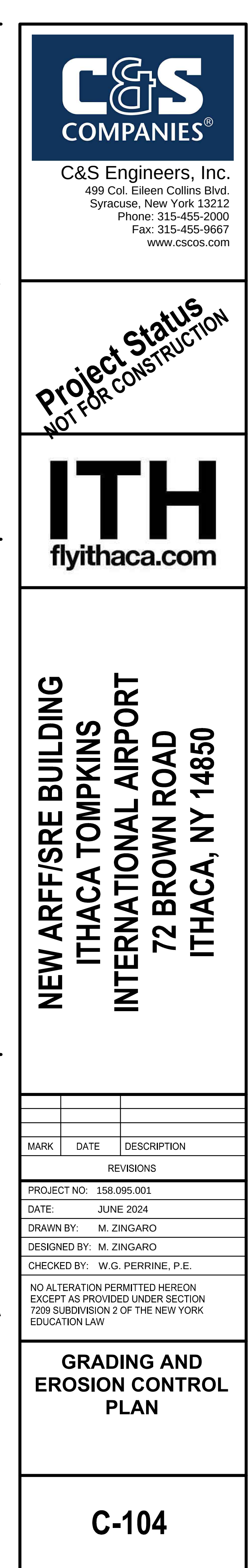
GEOMETRY AND LAYOUT PLAN

C-101



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Phone: 315-455-2000
Fax: 315-455-9667
www.cscos.com

PRELIMINARY
NOT FOR
CONSTRUCTION



CME EXPLORATION LOCATION PLAN - ELP-1

CME Project No. 28198-05

Ithaca Tompkins International Airport ARFF/SRE Building Project

Ithaca, New York

Legend

- Approximate Test Boring Location



CME Project No.: 28198-05**GPS Coordinates and Elevations Table****Ithaca Tompkins International Airport ARFF - SRE Building Project****Ithaca, New York**

TABLE 1			
Boring ID	Latitude	Longitude	Elevation (ft.)
B-1	42.49240257	-76.46465102	1069.9
B-2	42.49190439	-76.46520259	1061.9
B-3	42.49244224	-76.46514182	1075.8
B-4	42.49264951	-76.46546968	1091.1
B-5	42.49299856	-76.46554997	1079.0
B-6	42.49272530	-76.46586740	1062.9

Notes:

AMSL: Above Mean Sea Level

1. GPS coordinates and elevations were obtained utilizing GPS equipment.
2. NYSDOT CORS positions are based on North American Datum of 1983 (NAD 83).
3. Elevations are based on the North American Vertical Datum of 1988 (NAVD 88).

 6035 Corporate Drive East Syracuse, NY 13057 Phone: 315-701-0522		SUBSURFACE EXPLORATION TEST BORING LOG		Boring No.		B-1									
				Page No.		1 of 1									
				Job No.		28198-05									
Project Name:		Ithaca Tompkins International Airport ARFF - SRE Building Project, Ithaca, New York				Date Started		10/09/24							
Client:		C&S Engineers, Inc.				Date Finished		10/09/24							
Location:		See CME Exploration Location Plan, ELP-1				Surface Elev.		1069.9'							
METHODS OF INVESTIGATION						GROUNDWATER OBSERVATIONS									
Driller:		Al Linstruth		Casing:		3 1/4" ID H.S.A.		Date		Time		Depth (ft.)		Casing At (ft.)	
Driller:		John Winks		Casing Hammer:				10/09/24		While Drilling		13.4		18.5	
Inspector:				Other:				10/09/24		Before Casing Removed		None Noted		16.5	
Drill Rig:		CME 550X		Soil Sampler:		2" OD Split Barrel		10/09/24		After Casing Removed		None Noted		out	
Type:		ATV		Hammer Wt:		140 lbs.		10/09/24		After Casing Removed		caved @ 11.1		out	
Rod Size:		AWJ		Hammer Fall:		30 in.									
LOG OF BORING SAMPLES						VISUAL CLASSIFICATION OF MATERIAL									
Depth Scale (Feet)	Sample No.	Sample Depth (ft.) From To		Type / Sample Rec. (in.)	Blows on Sampler Per 6 Inches	Depth of Change (ft.)	c - coarse m - medium f - fine	and - 35 to 50% / some - 20 to 35% little - 10 to 20% / trace - 0 to 10%		SPT "N" or RQD %					
0	1	0.0	2.0	SS/14	3-4-4-5		FILL; Greyish Brown mf gravel, cmf sand, silt (moist)				8				
1															
2	2	2.0	4.0	SS/13	4-5-8-8		FILL; Greyish Brown mf gravel, cmf sand, silt, organic material (moist)				13				
3															
4	3	4.0	6.0	SS/17	5-9-9-11		FILL; Brown mf gravel, cmf sand, silt, organic material (moist)				18				
5															
6	4	6.0	8.0	SS/15	13-19-27-27		Grey/Brown mf GRAVEL and cmf SAND, little SILT (moist, compact)				46				
7															
8	5	8.0	10.0	SS/17	8-12-11-11		Brown fine GRAVEL and SILT, some cmf SAND (moist, medium compact)				23				
9															
10															
11															
12															
13	6	13.0	15.0	SS/15	8-13-18-17		Brown/Grey cmf GRAVEL, some cmf SAND, some SILT, little ROCK Fragments (wet, compact)				31				
14															
15															
16	7	16.5	16.9	SS/4	50@4"		Grey ROCK Fragments, little cmf SAND, trace SILT (moist, very compact)				50+				
17															
18							Bottom of Boring @ 16.9'								
19															
20															

SS - Split Spoon, U - Undisturbed Tube, C - Core, WH - Weight of Hammer + Rod, WR - Weight of Rod

Remarks:

 6035 Corporate Drive East Syracuse, NY 13057 Phone: 315-701-0522		SUBSURFACE EXPLORATION TEST BORING LOG		Boring No.		B-2									
				Page No.		1 of 1									
				Job No.		28198-05									
Project Name:		Ithaca Tompkins International Airport ARFF - SRE Building Project, Ithaca, New York				Date Started		10/09/24							
Client:		C&S Engineers, Inc.				Date Finished		10/09/24							
Location:		See CME Exploration Location Plan, ELP-1				Surface Elev.		1061.9'							
METHODS OF INVESTIGATION						GROUNDWATER OBSERVATIONS									
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Driller:		John Winks		Casing Hammer:				10/09/24		While Drilling		11.5		13.5	
Inspector:				Other:				10/09/24		Before Casing Removed		11.5		13.9	
Drill Rig:		CME 550X		Soil Sampler:		2" OD Split Barrel		10/09/24		After Casing Removed		6.3		out	
Type:		ATV		Hammer Wt:		140 lbs.		10/09/24		After Casing Removed		caved @ 7.3		out	
Rod Size:		AWJ		Hammer Fall:		30 in.									
LOG OF BORING SAMPLES						VISUAL CLASSIFICATION OF MATERIAL									
Depth Scale (Feet)	Sample No.	Sample Depth (ft.) From To		Type / Sample Rec. (in.)	Blows on Sampler Per 6 Inches	Depth of Change (ft.)	c - coarse m - medium f - fine	and - 35 to 50% / some - 20 to 35% little - 10 to 20% / trace - 0 to 10%		SPT "N" or RQD %					
0	1	0.0	2.0	SS/15	8-7-8-7		FILL; Brown mf gravel, cmf sand, silt, clay, organic material (moist)		15						
1															
2	2	2.0	4.0	SS/4	16-28-27-32		FILL; Brown mf gravel, cmf sand, silt, organic material (moist)		55						
3															
4	3	4.0	6.0	SS/19	18-24-24-29		Brown cmf SAND and mf GRAVEL, little SILT (moist, compact)		48						
5															
6	4	6.0	8.0	SS/14	14-9-6-6		Brown cmf SAND, some mf GRAVEL, some SILT, trace CLAY, trace weathered ROCK Fragments (moist, medium compact)		15						
7															
8	5	8.0	10.0	SS/13	5-8-6-6		Brown mf GRAVEL and cmf SAND, little SILT, trace CLAY (wet, medium compact)		14						
9															
10															
11															
12															
13	6	13.0	13.9	SS/4	50@5"		Grey ROCK Fragments, some cmf SAND, little SILT, trace CLAY (wet, very compact)		50+						
14							Spoon and Auger Refusal @ 13.9'								
15							Bottom of Boring @ 13.9'								
16															
17															
18															
19															
20															

SS - Split Spoon, U - Undisturbed Tube, C - Core, WH - Weight of Hammer + Rod, WR - Weight of Rod

Remarks:

 6035 Corporate Drive East Syracuse, NY 13057 Phone: 315-701-0522		SUBSURFACE EXPLORATION TEST BORING LOG		Boring No.		B-3									
				Page No.		1 of 2									
				Job No.		28198-05									
Project Name:		Ithaca Tompkins International Airport ARFF - SRE Building Project, Ithaca, New York				Date Started		10/08/24							
Client:		C&S Engineers, Inc.				Date Finished		10/08/24							
Location:		See CME Exploration Location Plan, ELP-1				Surface Elev.		1075.8'							
METHODS OF INVESTIGATION						GROUNDWATER OBSERVATIONS									
Driller:		Al Linstruth		Casing:		3 1/4" ID H.S.A.		Date		Time		Depth (ft.)		Casing At (ft.)	
Driller:		John Winks		Casing Hammer:				10/08/24		While Drilling		None Noted		14.0	
Inspector:				Other:				10/08/24		Before Casing Removed		None Noted		25.8	
Drill Rig:		CME 550X		Soil Sampler:		2" OD Split Barrel		10/08/24		After Casing Removed		None Noted		out	
Type:		ATV		Hammer Wt:		140 lbs.		10/08/24		After Casing Removed		caved @ 15.0		out	
Rod Size:		AWJ		Hammer Fall:		30 in.									
LOG OF BORING SAMPLES						VISUAL CLASSIFICATION OF MATERIAL									
Depth Scale (Feet)	Sample No.	Sample Depth (ft.) From To		Type / Sample Rec. (in.)	Blows on Sampler Per 6 Inches	Depth of Change (ft.)	c - coarse m - medium f - fine	and - 35 to 50% / some - 20 to 35% little - 10 to 20% / trace - 0 to 10%		SPT "N" or RQD %					
0	1	0.0	2.0	SS/18	9-7-7-8		FILL; Brown cmf sand, mf gravel, silt (moist)				14				
1															
2	2	2.0	4.0	SS/13	6-7-10-8		FILL; Brown mf gravel, cmf sand, silt (moist)				17				
3															
4	3	4.0	6.0	SS/14	4-4-4-4		FILL; Brown mf gravel, silt, cmf sand, clay (moist)				8				
5															
6	4	6.0	8.0	SS/8	3-7-7-4		FILL; Similar as above (moist)				14				
7															
8	5	8.0	10.0	SS/2	6-7-7-7		FILL; Grey cmf gravel, silt, cmf sand (moist)				14				
9															
10	6	10.0	12.0	SS/11	6-7-7-6		Miscellaneous FILL; Grey/Brown mf gravel, silt, cmf sand, clay, asphalt pieces (moist)				14				
11															
12	7	12.0	14.0	SS/18	5-8-9-11		FILL; Brown cmf sand, silt, cmf gravel, clay, organic material (moist)				17				
13															
14	8	14.0	16.0	SS/13	12-13-14-16		Brown/Grey mf GRAVEL and cmf SAND, little SILT (moist, medium compact)				27				
15															
16															
17															
18															
19	9	19.0	20.5	SS/10	12-12-17		Brown/Grey mf GRAVEL and cmf SAND, little SILT, trace CLAY (moist, medium compact)				29				
20							Continued on Page 2								

SS - Split Spoon, U - Undisturbed Tube, C - Core, WH - Weight of Hammer + Rod, WR - Weight of Rod

Remarks:

6035 Corporate Drive East Syracuse, NY 13057 Phone: 315-701-0522						SUBSURFACE EXPLORATION TEST BORING LOG			Boring No.	B-3
									Page No.	2 of 2
									Job No.	28198-05
LOG OF BORING SAMPLES						VISUAL CLASSIFICATION OF MATERIAL				
Depth Scale (Feet)	Sample No.	Sample Depth (ft.) From To		Type / Sample Rec. (in.)	Blows on Sampler Per 6 Inches	Depth of Change (ft.)	c - coarse m - medium f - fine	and - 35 to 50% / some - 20 to 35% little - 10 to 20% / trace - 0 to 10%		SPT "N" or RQD %
20	10	24.0	25.5	SS/4	50@5"		Continued from Page 1			50+
21										
22										
23										
24							Grey cmf SAND and mf GRAVEL, little SILT, trace ROCK Fragments (moist, very compact)			
25	11	25.8	25.8	SS/0	50@0"		Spoon and Auger Refusal @ 25.8'			50+
26							Bottom of Boring @ 25.8'			
27										
28										
29										
30										
31										
32										
33										
34										
35										
36										
37										
38										
39										
40										
41										
42										
43										
44										
45										

SS - Split Spoon, U - Undisturbed Tube, C - Core, WH - Weight of Hammer + Rod, WR - Weight of Rod

Remarks:

 6035 Corporate Drive East Syracuse, NY 13057 Phone: 315-701-0522		SUBSURFACE EXPLORATION TEST BORING LOG		Boring No.		B-4			
				Page No.		1 of 2			
				Job No.		28198-05			
Project Name: Ithaca Tompkins International Airport ARFF - SRE Building Project, Ithaca, New York				Date Started		10/09/24			
Client: C&S Engineers, Inc.				Date Finished		10/09/24			
Location: See CME Exploration Location Plan, ELP-1				Surface Elev.		1091.1'			
METHODS OF INVESTIGATION					GROUNDWATER OBSERVATIONS				
Driller: Al Linstruth		Casing: 3 1/4" ID H.S.A.		Date	Time	Depth (ft.)	Casing At (ft.)		
Driller: John Winks		Casing Hammer:							
Inspector:		Other:							
Drill Rig: CME 550X		Soil Sampler: 2" OD Split Barrel							
Type: ATV		Hammer Wt: 140 lbs.							
Rod Size: AWJ		Hammer Fall: 30 in.		10/09/24	While Drilling	None Noted	38.5		
				10/09/24	Before Casing Removed	None Noted	39.9		
				10/09/24	After Casing Removed	None Noted	out		
				01/10/00	After Casing Removed	caved @ 24.8	out		
LOG OF BORING SAMPLES					VISUAL CLASSIFICATION OF MATERIAL				
Depth Scale (Feet)	Sample No.	Sample Depth (ft.)		Type / Sample Rec. (in.)	Blows on Sampler Per 6 Inches	Depth of Change (ft.)	c - coarse m - medium f - fine	and - 35 to 50% / some - 20 to 35% little - 10 to 20% / trace - 0 to 10%	SPT "N" or RQD %
		From	To						
0	1	0.0	2.0	SS/18	5-10-15-27		FILL; Brown mf gravel, cmf sand, silt (moist)		25
1									
2									
3									
4	2	3.5	5.0	SS/14	8-5-10		FILL; Brown/Grey mf gravel, silt, cmf sand, clay (moist)		15
5									
6									
7									
8									
9	3	8.5	10.0	SS/12	6-3-5		FILL; Mottled Brown/Grey cmf sand, silt, fine gravel, clay, organic material (moist)		8
10									
11									
12									
13									
14	4	13.5	15.0	SS/11	10-8-6		FILL; Grey/Brown silt, cmf sand, fine gravel, clay (moist)		14
15									
16									
17									
18									
19	5	18.5	20.0	SS/10	5-5-9		Miscellaneous FILL; Grey cmf sand, silt, mf gravel, clay, asphalt pieces, organic material (wet)		14
20							Continued on Page 2		

SS - Split Spoon, U - Undisturbed Tube, C - Core, WH - Weight of Hammer + Rod, WR - Weight of Rod

Remarks:

 6035 Corporate Drive East Syracuse, NY 13057 Phone: 315-701-0522						SUBSURFACE EXPLORATION TEST BORING LOG		Boring No.	B-4
								Page No.	2 of 2
								Job No.	28198-05
LOG OF BORING SAMPLES						VISUAL CLASSIFICATION OF MATERIAL			
Depth Scale (Feet)	Sample No.	Sample Depth (ft.)		Type / Sample Rec. (in.)	Blows on Sampler Per 6 Inches	Depth of Change (ft.)	c - coarse m - medium f - fine	and - 35 to 50% / some - 20 to 35% little - 10 to 20% / trace - 0 to 10%	SPT "N" or RQD %
20	6	20.0	22.0	SS/18	5-7-9-9		FILL; Greyish Brown cmf sand, silt, mf gravel, clay (moist)		16
21									
22	7	22.0	24.0	SS/13	7-17-15-12		FILL; Brown/Grey mf gravel, silt, cmf sand, clay (moist)		32
23									
24	8	24.0	26.0	SS/6	5-7-7-13		FILL; Brown, Similar as above (moist)		14
25									
26	9	26.0	28.0	SS/18	8-10-15-13		FILL; Brown fine gravel, cmf sand, silt, clay (moist)		25
27									
28	10	28.0	30.0	SS/19	4-7-9-10		FILL; brown fine gravel, cmf sand, silt, clay, organic material (moist)		16
29									
30									
31									
32									
33	11	33.5	35.0	SS/17	19-25-44		FILL; Brown fine gravel, cmf sand, silt, clay, organic material, weathered rock fragments (moist)		69
34									
35									
36									
37									
38	12	38.5	39.4	SS/7	25-50@4"		Brown/Grey ROCK Fragments and SILT, little cmf SAND, trace CLAY (moist, hard)		50+
39									
40							<i>Auger Refusal @ 39.9'</i>		
41							Bottom of Boring @ 39.9'		
42									
43									
44									
45									

SS - Split Spoon, U - Undisturbed Tube, C - Core, WH - Weight of Hammer + Rod, WR - Weight of Rod

Remarks:

 6035 Corporate Drive East Syracuse, NY 13057 Phone: 315-701-0522		SUBSURFACE EXPLORATION TEST BORING LOG		Boring No.		B-5					
				Page No.		1 of 2					
				Job No.		28198-05					
Project Name:				Ithaca Tompkins International Airport ARFF - SRE Building Project, Ithaca, New York				Date Started		10/08/24	
Client:				C&S Engineers, Inc.				Date Finished		10/08/24	
Location:				See CME Exploration Location Plan, ELP-1				Surface Elev.		1079.1'	
METHODS OF INVESTIGATION						GROUNDWATER OBSERVATIONS					
Driller:		Al Linstruth		Casing:		3 1/4" ID H.S.A.		Date	Time	Depth (ft.)	Casing At (ft.)
Driller:		John Winks		Casing Hammer:				10/08/24	While Drilling	None Noted	26.7
Inspector:				Other:				10/08/24	Before Casing Removed	None Noted	26.7
Drill Rig:		CME 550X		Soil Sampler:		2" OD Split Barrel		10/08/24	After Casing Removed	None Noted	out
Type:		ATV		Hammer Wt:		140 lbs.		10/08/24	After Casing Removed	caved @ 13.5	out
Rod Size:		AWJ		Hammer Fall:		30 in.		10/08/24	After Casing Removed		
LOG OF BORING SAMPLES						VISUAL CLASSIFICATION OF MATERIAL					
Depth Scale (Feet)	Sample No.	Sample Depth (ft.)		Type / Sample Rec. (in.)	Blows on Sampler Per 6 Inches	Depth of Change (ft.)	c - coarse m - medium f - fine	and - 35 to 50% / some - 20 to 35% little - 10 to 20% / trace - 0 to 10%		SPT "N" or RQD %	
0	1	0.0	2.0	SS/13	5-10-13-10		FILL; Brown/Grey mf gravel, cmf sand, silt (moist)		23		
1											
2											
3											
4	2	3.5	5.0	SS/12	13-18-9		FILL; Dark Brown, Similar as above (moist)		27		
5											
6											
7											
8											
9	3	8.5	10.0	SS/4	8-5-3		FILL; Grey/Brown cmf sand, mf gravel, silt, organic material (moist)		8		
10	4	10.0	12.0	SS/16	2-6-6-13		Miscellaneous FILL; Brown silt, cmf sand, gravel, clay, asphalt pieces (moist)		12		
11											
12	5	12.0	14.0	SS/14	5-4-3-5		Miscellaneous FILL; Grey cmf sand, silt, mf gravel, asphalt pieces (moist)		7		
13											
14	6	14.0	16.0	SS/13	3-2-4-5		Miscellaneous FILL; Mottled Black/Grey fine gravel, silt, cmf sand, organic material, asphalt pieces (moist)		6		
15											
16	7	16.0	18.0	SS/18	3-7-10-13		FILL; Grey/Black silt, fine gravel, cmf sand, clay, organic material (moist)		17		
17											
18	8	18.0	20.0	SS/19	7-13-12-7		Brown cmf SAND and SILT, some fine GRAVEL (moist, medium compact)		25		
19											
20							Continued on Page 2				

SS - Split Spoon, U - Undisturbed Tube, C - Core, WH - Weight of Hammer + Rod, WR - Weight of Rod

Remarks:

6035 Corporate Drive East Syracuse, NY 13057 Phone: 315-701-0522						SUBSURFACE EXPLORATION TEST BORING LOG		Boring No.	B-5
								Page No.	2 of 2
								Job No.	28198-05
LOG OF BORING SAMPLES						VISUAL CLASSIFICATION OF MATERIAL			
Depth Scale (Feet)	Sample No.	Sample Depth (ft.) From To		Type / Sample Rec. (in.)	Blows on Sampler Per 6 Inches	Depth of Change (ft.)	c - coarse m - medium f - fine	and - 35 to 50% / some - 20 to 35% little - 10 to 20% / trace - 0 to 10%	SPT "N" or RQD %
20	9	23.5	25.0	sS/16	15-21-20		Continued from Page 1		41
21									
22									
23									
24							Brown mf GRAVEL and cmf SAND, some SILT (moist, compact)		
25	10	26.7	26.7	SS/0	50@0"		Spoon and Auger Refusal @ 26.7'		
26							Bottom of Boring @ 26.7'		
27									
28									
29									
30									
31									
32									
33									
34									
35									
36									
37									
38									
39									
40									
41									
42									
43									
44									
45									

SS - Split Spoon, U - Undisturbed Tube, C - Core, WH - Weight of Hammer + Rod, WR - Weight of Rod

Remarks:

 6035 Corporate Drive East Syracuse, NY 13057 Phone: 315-701-0522		SUBSURFACE EXPLORATION TEST BORING LOG		Boring No.		B-6									
				Page No.		1 of 1									
				Job No.		28198-05									
Project Name:		Ithaca Tompkins International Airport ARFF - SRE Building Project, Ithaca, New York				Date Started		10/09/24							
Client:		C&S Engineers, Inc.				Date Finished		10/09/24							
Location:		See CME Exploration Location Plan, ELP-1				Surface Elev.		1062.9'							
METHODS OF INVESTIGATION						GROUNDWATER OBSERVATIONS									
Driller:		Al Linstruth		Casing:		3 1/4" ID H.S.A.		Date		Time		Depth (ft.)		Casing At (ft.)	
Driller:		John Winks		Casing Hammer:				10/09/24		While Drilling		None Noted		11.7	
Inspector:				Other:				10/09/24		Before Casing Removed		None Noted		11.7	
Drill Rig:		CME 550X		Soil Sampler:		2" OD Split Barrel		10/09/24		After Casing Removed		None Noted		out	
Type:		ATV		Hammer Wt:		140 lbs.		10/09/24		After Casing Removed		None Noted		out	
Rod Size:		AWJ		Hammer Fall:		30 in.		10/09/24		After Casing Removed		caved @		out	
LOG OF BORING SAMPLES						VISUAL CLASSIFICATION OF MATERIAL									
Depth Scale (Feet)	Sample No.	Sample Depth (ft.) From To		Type / Sample Rec. (in.)	Blows on Sampler Per 6 Inches	Depth of Change (ft.)	c - coarse m - medium f - fine	and - 35 to 50% / some - 20 to 35% little - 10 to 20% / trace - 0 to 10%		SPT "N" or RQD %					
0	1	0.0	2.0	SS/15	4-5-5-7		FILL; Grey silt, cmf sand, fine gravel, clay, organic material (moist)				10				
1															
2	2	2.0	4.0	SS/18	5-8-12-15		Greyish Brown mf GRAVEL and cmf SAND, some SILT, trace CLAY (moist, medium compact)				20				
3															
4	3	4.0	6.0	SS/17	7-15-19-15		Similar as above (moist, compact)				34				
5															
6	4	6.0	8.0	SS/13	9-11-9-8		Similar as above (moist, medium compact)				20				
7															
8	5	8.0	10.0	SS/15	15-27-29-30		Brown cmf GRAVEL and cmf SAND, some SILT (moist, very compact)				56				
9															
10															
11															
12	6	11.5	11.7	SS/2	50@2"		<i>Auger Refusal @ 11.5'</i> Grey ROCK Fragments (moist, very compact)				50+				
13							Bottom of Boring @ 11.7'								
14															
15															
16															
17															
18															
19															
20															

SS - Split Spoon, U - Undisturbed Tube, C - Core, WH - Weight of Hammer + Rod, WR - Weight of Rod

Remarks:

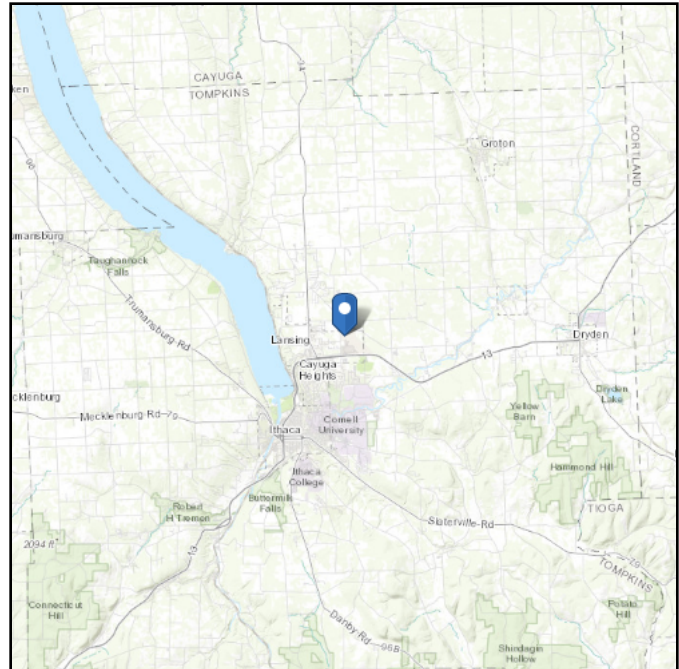
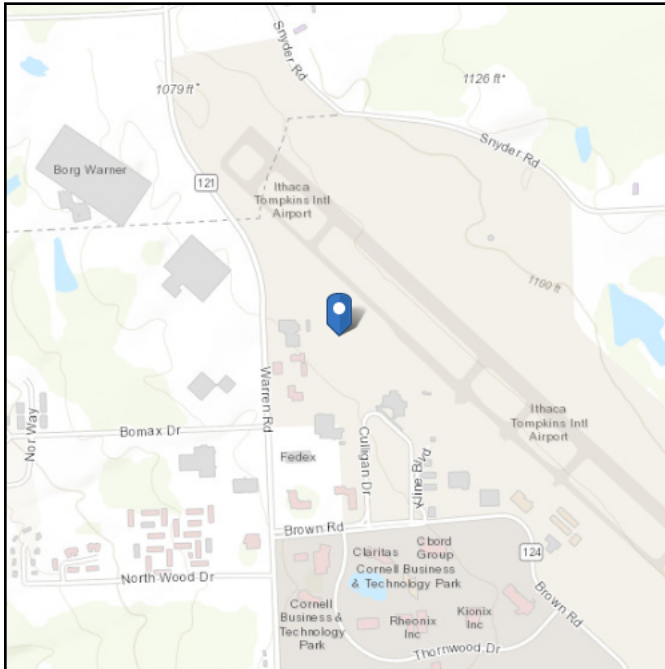


ASCE Hazards Report

Address:
No Address at This Location

Standard: ASCE/SEI 7-16
Risk Category: IV
Soil Class: C - Very Dense
Soil and Soft Rock

Latitude: 42.492442
Longitude: -76.465142
Elevation: 1077.5500865124416 ft
(NAVD 88)



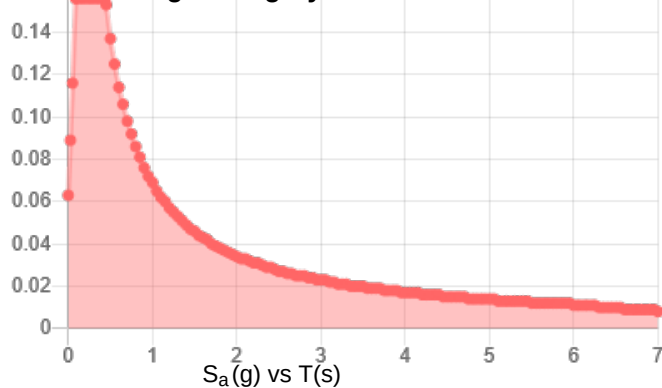


Site Soil Class: C - Very Dense Soil and Soft Rock

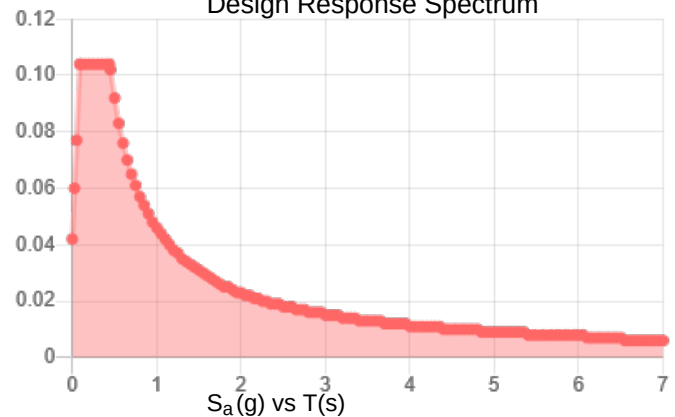
Results:

S_S :	0.12	S_{D1} :	0.046
S_1 :	0.046	T_L :	6
F_a :	1.3	PGA :	0.059
F_v :	1.5	PGA _M :	0.077
S_{MS} :	0.156	F_{PGA} :	1.3
S_{M1} :	0.069	I_e :	1.5
S_{DS} :	0.104	C_v :	0.7

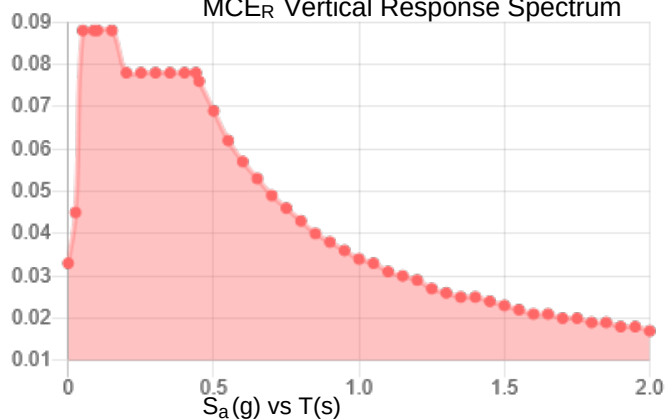
Seismic Design Category: A MCE_R Response Spectrum



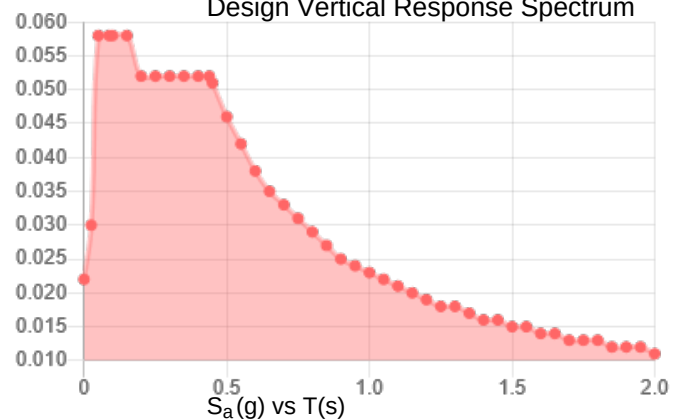
Design Response Spectrum



MCE_R Vertical Response Spectrum



Design Vertical Response Spectrum



Data Accessed: Mon Nov 04 2024

Date Source:

USGS Seismic Design Maps based on ASCE/SEI 7-16 and ASCE/SEI 7-16 Table 1.5-2. Additional data for site-specific ground motion procedures in accordance with ASCE/SEI 7-16 Ch. 21 are available from USGS.



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GENERAL INFORMATION & KEY TO TEST BORING LOGS

The **Subsurface Exploration – Test Boring Logs** produced by **CME Associates, Inc.** (CME) present observations and mechanical data collected by the CME Drill Crew while at the site, supplemented, at times, by classification of the materials removed from the borings determined through visual identification by technicians in the laboratory. It is cautioned that the materials removed from the borings represent only a fraction of the total volume of the deposits at the site and may not necessarily be representative of the subsurface conditions between adjacent borings or between the sampled intervals. The data presented on the Exploration Logs together with the recovered samples will provide a basis for evaluating the character of the subsurface conditions relative to the proposed construction. The evaluation must consider all the recorded details and their significance relative to each other. Often, analyses of standard boring data indicate the need for additional testing and sampling procedures to more accurately evaluate the subsurface conditions. Any evaluations of the contents of CME's report and the recovered samples must be performed by Licensed Professionals having experience in Soil Mechanics, Geological Sciences and Geotechnical Engineering. The information presented in this Key defines some of the methods, procedures and terms used on the CME Exploration Logs to describe the conditions encountered. Refer to the Log on page 4 for key number.

Key No.

Description

1. The figures in the **DEPTH SCALE** column define the vertical scale of the Boring Log.
2. The **SAMPLE NO.** is used for identification on the sample containers and in the Laboratory Test Report or Summary.
3. The **SAMPLE DEPTH** column gives the depth range from which a sample was recovered.
4. The **TYPE / SAMPLE RECOVERY** column is used to signify the various types of samples. "SS is Split Spoon, "U" is Undisturbed Tube, and "C" is Rock Core. For soil and rock samples, the recovered length of the sample is recorded in inches.
5. **BLOWS ON SAMPLER** – This column shows the results of the "Standard Penetration Test (SPT) ASTM D1586", recording the number of blows required to drive a 2-inch outside diameter (O.D.) split spoon sampler into the ground beneath the casing. The number of blows required for each six inches of penetration is recorded. The total number of blows required for the 6-inch to 18-inch interval is summarized in the **SPT "N"** column and represents the "Standard Penetration Number". The outside diameter of the sampler, the hammer weight and the length of drop are noted in the **Methods of Investigation** portion of the log. A "WH" or "WR" in this column indicates that the sample spoon advanced a 6-inch interval under the **Weight of Hammer + Rod** or **Weight of Rod**, respectively. If a rock core sample is taken, the core bit size designation is given here.
6. The **DEPTH OF CHANGE** column designates the depth (in feet) that the driller noted a compactness or stratum change. In soft materials or soil strata exhibiting a consistent relative density, it is difficult for the driller to determine the exact change from one stratum to the next. In addition, a grading or gradual change may exist. In such cases the depth noted is approximate or estimated only and may be represented by a dashed line. When continuous split spoon sampling is not employed, or an interval of several feet exists between samplings, the Depth of Change may not be indicated at all.
7. **VISUAL CLASSIFICATION OF MATERIAL** – Soil materials sampled and recovered are described by the Driller or Geotechnical Representative on the original field log. Notes of the Drillers observations are also placed in this column. Recovered samples may also be visually classified by a Geologist, Engineer, or Soil Technician. Visual soil classifications are made using a modified Burmister System as practiced by CME and as generally described in this Key and abbreviated on the Test Boring Log. This modified Burmister System is a type of visual-manual textural classification estimated by the Driller, Geologist, Engineer, or Technician on the basis of weight-fraction of the recovered material and estimated plasticity, among other characteristics. See Table 1 "**Classification of Materials**". The description of the relative compactness or consistency is based upon the standard penetration number as defined in Table 2. The description of the recovered sample moisture condition is described as dry, moist, wet, or saturated. Water used to advance the boring may affect the moisture content of the recovered sample. Special terms may be used to describe recovered materials in greater detail, such terms are listed in ASTM D653. When sampling gravelly soils with a standard two-inch O.D. Split Spoon, the true percentage of gravel is often not recovered due to the relatively small sampler diameter. The presence of boulders, cobbles, and large gravel is sometimes, but not necessarily, detected by observation of the casing advancement and sampler blows and/or through the "action" of the drill rig, sampler and/or casing as reported by the Driller.

The description of **Rock** is based upon the recovered rock core. Terms frequently used in the description are included in Tables 3, 4 and 5. The length of core run is defined as length of penetration between retrievals of the core barrel from the bore hole, expressed in inches. The core recovery expresses the length of core recovered from the core barrel per core run, in percent. The size core barrel used is noted in Column 5. An "N" size core, being larger in diameter than "A" size core, often produces better recovery, and is frequently utilized where accurate information regarding the geologic conditions and engineering properties is needed. An estimate of in-situ rock quality is provided by a modified core recovery ratio known as the "**Rock Quality Designation**" (**RQD**). This ratio is determined by considering only pieces of core that are at least 4 inches long and are hard and sound. Breaks obviously caused by drilling are ignored. The percentage ratio between the total length of such core recovered and the length of core drilled on a given run is the RQD. Table 4 indicates in-situ rock quality as related to the **RQD**.



8. The **SPT "N"** or **RQD** is given in this column as applicable to the specific sample taken. In Very Compact coarse-grained soils and in Hard fine-grained soils the N-value may be indicated as 50+ or 100+. This typically means that the blow count was achieved prior to driving the sampler the entire 6-inch interval or the sampler refused further penetration. For an "N" size rock core, the RQD is reported here, expressed in percent (%).
9. **GROUNDWATER OBSERVATIONS** and timing noted by the Drill Crew are shown in this section. It is important to realize that the reliability of the water level observations depend upon the soil type (e.g. water does not readily stabilize in a hole through fine grained soils), and that drill water used to advance the boring may have influenced the observations. Groundwater levels typically fluctuate seasonally so those noted on the log are only representative of that exhibited during the period of time noted on the log. One or more perched or trapped water levels may exist in the ground seasonally. All the available resources and data should be evaluated. If definite conclusions cannot be made, it is often prudent to examine the conditions more thoroughly through test pit excavations or through groundwater observation well installations.
10. **METHODS of INVESTIGATION** provides pertinent information regarding the identity of the Drill Crew members, inspector (if any), drill rig make and model, drill rig mount vehicle, casing and type of advancement, soil and rock sampling tools and appurtenances used in the installation of the Test Boring.

TABLE 1 - CLASSIFICATION OF MATERIALS	
GROUP	COARSE GRAINED SOILS TEXTURAL SIZES
BOULDERS	larger than 12" diameter
COBBLES	12" diameter to 3" sieve
GRAVEL	3" - coarse - 1" - medium - 1/2" - fine - #4 sieve
SAND	#4 - coarse - #10 - medium - #40 - fine - #200 sieve
GROUP	FINE GRAINED SOILS SIZE (PLASTICITY*)
SILT	#200 sieve (0.074mm) to 0.005mm size (see below *)
CLAY	0.005mm size to 0.001 mm size (see below *)
GROUP	ORGANIC SOILS, PEAT, MUCK, MARL
ORGANIC	Based on smell, visual-manual and laboratory testing

ABBREVIATIONS	TERM	ESTIMATED PERCENT OF TOTAL SAMPLE BY WEIGHT
f - fine	and	35 to 50%
m - medium	some	20 to 35%
c - coarse	little	10 to 20%
	trace	0 to 10%

*PLASTICITY DESCRIPTIONS and INDICATOR FIELD TESTS			
TERM	PLASTICITY INDEX	DRY STRENGTH TEST	
		INDICATION	FIELD TEST RESULT
non-plastic	0 - 3	Very low	falls apart easily
slightly plastic	4 - 15	Slight	easily crushed by fingers
plastic	15 - 30	Medium	difficult to crush
highly plastic	31 or more	High	impossible to crush with fingers
Other Field Tests include: Dilatancy, Thread and Shine Testing			

**TABLE 2 - DESCRIPTION OF SOIL COMPACTNESS OR CONSISTENCY based on SPT "N"**

Primary Soil Type	Descriptive Term of Compactness	Range of Standard Penetration Resistance (N)
COARSE GRAINED SOILS	Very Loose	less than 4 blows per foot
(More than half of Material is larger than No. 200 sieve size)	Loose	4 to 10
	Medium Compact	10 to 30
	Compact	30 to 50
	Very Compact	Greater than 50
FINE GRAINED SOILS	Descriptive Term of Consistency	Range of Standard Penetration Resistance (N)
(More than half of material is smaller than No. 200 sieve size)	Very Soft	less than 2 blows per foot
	Soft	2 to 4
	Medium Stiff	4 to 8
	Stiff	8 to 15
	Very Stiff	15 to 30
	Hard	Greater than 30

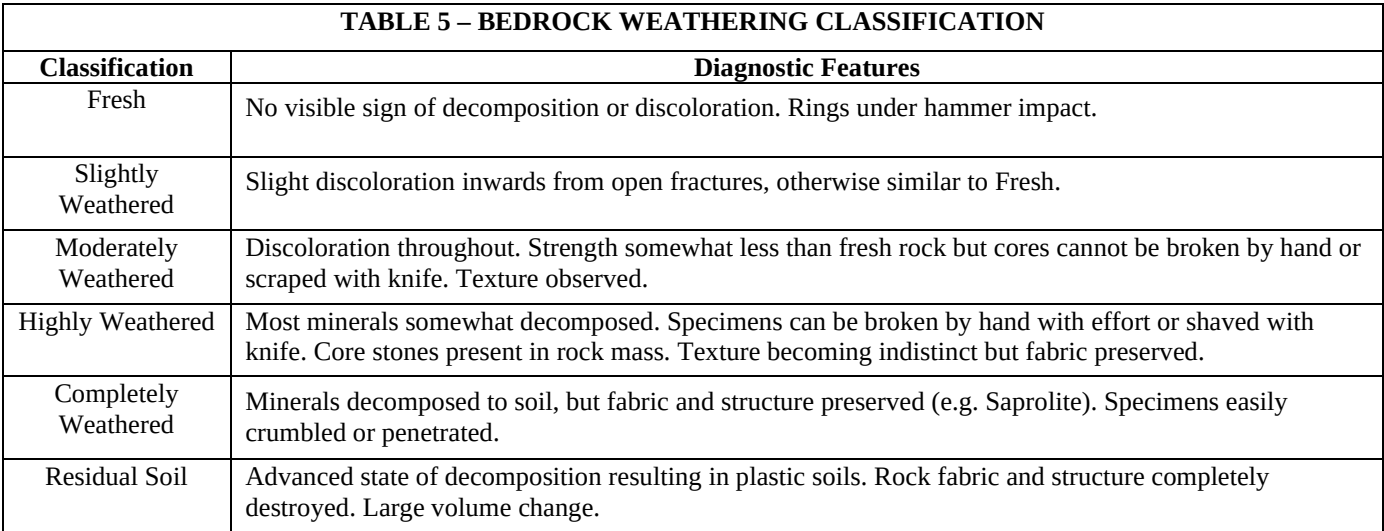
*The number of blows of 140-pound weight falling 30 inches to drive a 2-inch O.D., 1-3/8 inch I.D. sampler 12 inches is defined as the Standard Penetration Resistance, designated "N".

TABLE 3 - ROCK CLASSIFICATION TERMS

Rock Classification Terms		Field Test or Meaning of Term
Hardness	Soft	Scratched by fingernail. Crumbles under firm blows with a geologic pick.
	Medium Soft	Shallow indentations (1 to 3 mm) can be made by firm blows of a geologic pick. Can be peeled with a pocketknife with difficulty.
	Medium Hard	Scratched distinctly by penknife or steel nail. Can't be peeled or scraped with knife.
	Hard	Scratched with difficulty by penknife or steel nail. Requires more than one blow with a geologic hammer to break it
	Very Hard	Cannot be scratched by penknife or steel nail. Breaks only by repeated heavy blows with a geologic hammer.
Bedding (Divisional planes and/or surfaces separating it from layers above and below)	Thinly Laminated Laminated Thinly Bedded Medium Bedded Thickly Bedded Massive	less than 1/8 th inch 1/8 th to 1 inch 1 inch to 4 inches 4 inches to 12 inches 12 inches to 48 inches greater than 48 inches

**TABLE 4
Relation of Rock Quality Designation (RQD) and in-situ Rock Quality**

RQD %	Rock Quality Term Used
90 to 100	Excellent
75 to 90	Good
50 to 75	Fair
25 to 50	Poor
0 to 25	Very Poor



 CME Associates, Inc.	6035 Corporate Drive East Syracuse, NY 13057 Phone: 315-701-0522		SUBSURFACE EXPLORATION TEST BORING LOG		Boring No.		B-2			
					Page No.		1 of 1			
					Report No.					
Project Name:						Date Started				
Client:						Date Finished				
Location:						Surface Elev.				
METHODS OF INVESTIGATION					GROUNDWATER OBSERVATIONS					
Driller: 10		Casing: 10		Date 	Time		Depth (Ft.)		Casing At (Ft.)	
Driller:		Casing Hammer:			While Drilling		9		9	
Inspector:		Other:			Before Casing Removed					
Drill Rig:		Soil Sampler:			After Casing Removed					
Type:		Hammer Wt:			After Casing Removed					
Rod Size:		Hammer Fall:								
LOG OF BORING SAMPLES					VISUAL CLASSIFICATION OF MATERIAL					
Depth Scale (Feet)	Sample No.	Sample Depth (Ft.)		Type / Sample Rec. (in.)	Blows on Sampler Per 6 Inches	Depth of Change (Ft.)	c - coarse m - medium f - fine	and - 35 to 50% / some - 20 to 35% little - 10 to 20% / trace - 0 to 10%		SPT "N" or RQD %
		From	To							
1	2	3	3	4	5	6	7			8

Remarks:

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. Reference materials are available to illustrate existing condition and are intended for information only unless otherwise noted.

1.2 SUMMARY

- A. Section Includes:
 - 1. Project information.
 - 2. Work covered by Contract Documents.
 - 3. Phased construction.
 - 4. Work under separate contracts
 - 5. Access to site.
 - 6. Coordination with occupants.
 - 7. Work restrictions.
 - 8. Specification and drawing conventions.
- B. Related Requirements:
 - 1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

- A. Project Identification: [New ARFF/SRE Building – Phase 2 & 3](#)
 - 1. Project Location: Ithaca Tompkins International Airport, Town of Lansing, New York
- B. Owner: COUNTY OF TOMPKINS
- C. Architect/Engineer: C&S Engineers, Inc. 499 Col. Eileen Collins Boulevard, Syracuse, NY 13212. Contact Person: Francesca Neiley, P.E.
- D. Construction Manager: C&S Engineers, Inc., 499 Col. Eileen Collins Boulevard, Syracuse, NY 13212. Contact Person: Benjamin Johnson, P.E.

1. Construction Manager has been engaged for this Project to serve as an advisor to Owner and to provide assistance in administering the Contract for Construction between Owner and each Contractor.

E. Commissioning Authority: TBD

1. Commissioning Authority will be an independent entity, engaged by Owner, to evaluate Commissioning-Process Work, including the management, scheduling, and coordination of the commissioning processes between each Contractor.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

Project involves construction of a new approximate 23,700 sq.ft. Snow Removal Equipment (SRE) Facility with utility room support space, along with a new approximate 10,000 sq.ft. Airport Rescue & Fire Fighting (ARFF) Facility. Each facility will be comprised of pre-engineered metal buildings on concrete foundations and shall be configured for vehicle bays. Project is being packaged as a Base Bid (Phase 2-SRE Facility) and Add Alternate Bid No. 1 (Phase 3-ARFF Facilities). The majority of associated sitework and utility preparation work to serve the new buildings is being progressed under a separate project and is expected to be completed prior to the start of this project. Sitework will be completed under this phase to make the buildings usable.

B. Type of Contract:

1. Project will be constructed under coordinated, concurrent multiple contracts. See Section 011200 " Multiple Contract Summary" for a description of work included under each of the multiple contracts and for the responsibilities of Project coordinator. Contracts for this Project include the following:
 - a. Contract #1 – General Construction (GC-1)
 - b. Contract #2 - Mechanical Construction (MC-1)
 - c. Contract #3 - Electrical Construction (EC-1)
 - d. Contract #4 - Plumbing Construction (PC-1)

1.5 PHASED CONSTRUCTION

- A. The work shall be progressed in phases in accordance with the construction plans and narratives.
- B. The Contractor shall not commence work or impact Airport Operations for construction without written authorization from the Owner.
- C. Before commencing Work of each phase, submit an updated copy of Contractor's construction schedule showing the sequence, commencement and completion dates.

1.6 WORK UNDER SEPARATE CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.
- B. Concurrent Work: Installation of Ground Source Heating and Cooling System
 - 1. An independent Contractor will furnish and install equipment associated with a new geothermal/ground source heating and cooling system, including bore holes and loop field, supply and return piping, and manifold assembly. Geothermal contract work shall integrate into mechanical work proposed under the New ARFF/SRE Building – Phase 2 & 3 contract.
- C. Concurrent Work: Commissioning
 - 1. An independent Commissioning Authority will be engaged on the project to verify and document that the facility and all of its systems and assemblies are planned, designed, installed, and tested to comply with Owner's Project Requirements

1.7 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to Phased work areas in the sequence as indicated on the Phasing plans. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Access to secure areas by contractor employees and deliveries is restricted in accordance with Section 80-04 of the contract documents.
 - 2. Limit work and storing of equipment and materials to the contractor staging and work areas indicated on the contract drawings.
 - 3. Limit contractor employee parking to the designated area identified on the contract drawings.
 - 4. Limit access to work site to the contractor access routes indicated in the contract drawings.
 - 5. Confine construction operations to the limits of each construction work phase unless noted otherwise in the construction phasing plans and narratives.
 - 6. Keep entrances serving the occupied areas of the building clear and available to the Owner, Public and airport employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

- a. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Site: Maintain site and adjacent shared-use fuel facility during construction operations. Access to fuel facility shall be maintained at all times throughout construction for use by the Owner, NYSDOT and airport tenants. Repair damage caused by construction operations. Also, maintain areas of existing building within the contractors work area weather tight to protect existing systems, equipment and finishes.

1.8 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: N/A
- B. Partial Owner Occupancy: N/A
- C. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
 - 1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
 - 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
 - 3. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. Contractor shall operate and maintain mechanical and electrical systems serving occupied portions of Work.
 - 4. On construction completion and acceptance, Owner will assume responsibility for maintenance and custodial service and initiate the start of the warranty period.

1.9 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours:

The work of this contract may require periods of 2nd and 3rd shift work and weekend work in addition to normal 1st shift work to accommodate airport and vendor operations. Refer to Construction Phasing Plans and Narrative for additional information.

1. Normal working hours (1st shift) will be between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday, unless otherwise indicated. The Contractor can work later as required to accommodate the construction schedule.
 2. 2nd Shift, 3rd Shift and Weekend Hours: As required and coordinated through the Construction Manager and Owner for utility, Electrical, HVAC, Plumbing, Fire Protection, Fire Alarm or Security System shutdowns or work that is disruptive to airport operations because of high-risk operations, noise, dust or fumes.
 3. Hours for Utility Shutdowns: Late nights, early mornings and weekends as required to minimize impact to airport operations.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
1. Notify Construction Manager not less than three days in advance of proposed utility interruptions.
 2. Obtain Construction Manager's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Construction Manager and Owner.
1. Notify Construction Manager not less than three days in advance of proposed disruptive operations including but not limited to building demolition.
 2. Obtain Construction Manager's written permission before proceeding with disruptive operations.
 3. Schedule for after normal business hours or weekends.
- E. Nonsmoking: Smoking is not permitted in the work areas where flammable and/or combustible liquids or vapors are present.
- F. Controlled Substances: Use of tobacco products and other controlled substances within the existing building is not permitted.
- G. Employee Identification: See security and employee badge requirements in the Special Provisions to the General Provisions of the contract documents.
- H. Employee Screening: See Section 80 – Construction Safety Phasing Plan of the contract documents for requirements on fingerprinting and background screening of Contractor personnel working in the secure area on Project site.

1.10 CONSTRUCTION MANAGEMENT SOFTWARE (CMS) PROCORE REQUIREMENTS

- A. The Contractor shall provide its management personnel, including Field Superintendent, assigned to this Project with access to computer and internet on a daily basis.
- B. The Contractor shall conduct Project controls, outlined by Construction Manager, utilizing an Owner provided web based construction management software PROCORE. Access to this CMS application will be provided by Construction Manager. No additional software will be required by the Contractor.
- C. The Contractor shall visit the Project CMS on a daily basis, and as necessary to be kept fully appraised of Project developments, for correspondence, assigned tasks and other matters that transpire on the site. These may include but are not limited to: RFI's, action items, meeting minutes, discussion threads, revisions to contract drawings and or specifications, submittals, punch list items, and daily reports.
- D. The Contractor shall provide, at minimum, the following to its staff appointed to this Project:
 - 1. Computer: Minimum Intel Pentium 300 MHz or equivalent processor. (Recommended: 2.4GHz, 4M, 1066 MHz FSB) Computer Operation System: Windows 10.
 - 2. iPad or Tablet with internet or Wi-Fi capability.
 - 3. Web Browser: Microsoft Edge /Google Chrome.
 - 4. Internet Service Provider: A reliable ISP in the area of the Project as determined by Construction Manager.
 - 5. Connection Speed/ Minimum Bandwidth: 56K modem, (highly recommend ISDN, DSL or Cable Modem Line for greater connection speed).

1.11 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 2. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 011200 - MULTIPLE CONTRACT SUMMARY

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. Section includes a summary of each contract, including responsibilities for coordination and temporary facilities and controls.
- B. Specific requirements for work of each contract are also indicated in individual Specification Sections and on Drawings.
- C. Related Sections:
 - 1. Division 1 Section "Summary" for the Work covered by the Contract Documents, restrictions on use of the project site, coordination with occupants, and work restrictions.
 - 2. Division 1 Section "Project Management and Coordination" for general coordination requirements.

1.3 DEFINITIONS

- A. Permanent Enclosure: As determined by Architect, the condition at which roofing is insulated and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures equivalent in weather protection to permanent construction.

1.4 GENERAL REQUIREMENTS OF CONTRACTS

- A. Extent of Contract: Unless the Agreement contains a more specific description of the work, requirements indicated on Drawings and in Specification Sections determine which contract includes a specific element of Project.
 - 1. Unless otherwise indicated, the work described in this Section for each contract shall be complete systems and assemblies, including products, components, accessories, and installation required by the Contract Documents.
 - 2. Trenches and other excavation for the work of each contract shall be the work of each contract for its own work.
 - 3. Blocking, backing panels, sleeves, and metal fabrication supports for the work of each contract shall be the work of each contract for its own work.

4. Painting for the work of each contract shall be the work of the General Construction Contract, unless otherwise noted.
 5. Equipment pads for the work of each contract shall be the work of each contract for its own work.
 6. Roof-mounted equipment curbs for the work of each contract shall be the work of the Mechanical Construction Contract, unless otherwise noted.
 7. Cutting and Patching: Provided by the General Construction Contract.
 8. Through-penetration firestopping for the work of each contract shall be provided by each contract for its own work.
- B. Substitutions: Each contractor shall cooperate with other contractors involved to coordinate approved substitutions with remainder of the work.
- C. Temporary Facilities and Controls: In addition to specific responsibilities for temporary facilities and controls indicated in this Section and in Section 015000 "Temporary Facilities and Controls," each contractor is responsible for the following:
1. Installation, operation, maintenance, and removal of each temporary facility necessary for its own normal construction activity, and costs and use charges associated with each facility, except as otherwise provided for in this Section.
 2. Plug-in electric power cords and extension cords, supplementary plug-in task lighting, and special lighting necessary exclusively for its own activities.
 3. Its own field office, complete with necessary furniture, utilities, and telephone service.
 4. Its own storage and fabrication sheds.
 5. Temporary enclosures for its own construction activities.
 6. Staging and scaffolding for its own construction activities.
 7. Barricades, warning signs, and lights.
 8. General hoisting facilities for its own construction activities, except as otherwise provided for in this Section.
 9. Waste disposal facilities, including collection and legal disposal of its own hazardous, dangerous, unsanitary, or other harmful waste materials.
 10. Progress cleaning of work areas affected by its operations on a daily basis.
 11. Secure lockup of its own tools, materials, and equipment.
 12. Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.
- D. Temporary Heating, Cooling, and Ventilation: The General Contract is responsible for temporary heating, cooling, and ventilation, including utility-use charges, temporary meters, and temporary connections.

1.5 GENERAL CONSTRUCTION CONTRACT (GC-1)

- A. Work in the General Construction Contract includes, but is not limited to, the following:
1. Contract includes all work not specifically assigned to any other Contract and generally consists of all work shown on the sheets G, C, S and A-series unless otherwise noted.
 2. Miscellaneous items, including flashing, painting.
 3. NOTE: Building permit by GC.

- B. Temporary facilities and controls in the General Construction Contract include, but are not limited to, the following:
 - 1. Temporary facilities and controls that are not otherwise specifically assigned to the Mechanical or Electrical Contract.
 - 2. Temporary signage.
 - 3. General waste disposal facilities.
 - 4. Barricades, warning signs, and lights.
 - 5. Security enclosure and lockup.
 - 6. Restoration of Owner's existing facilities used as temporary facilities.

1.6 MECHANICAL CONTRACT (MC-1)

- A. Work in the Mechanical Contract generally includes, but is not limited to, the following:
 - 1. Site hydronic distribution.
 - 2. HVAC systems and equipment, including all crane and rigging operations.
 - 3. HVAC instrumentation and controls.
 - 4. HVAC testing, adjusting, and balancing.
 - 5. Building automation system.
 - 6. Mechanical connections to equipment furnished by the Mechanical Construction Contract.
- B. Temporary facilities and controls in the Mechanical Contract include, but are not limited to, the following:
 - 1. Building mechanical instrumentation and controls
 - 2. Temporary means of heating (via Allowance Item ALM-1)
- C. All work shown on M series sheets shall be the responsibility of the Mechanical Contractor, unless otherwise noted.

1.7 ELECTRICAL CONTRACT (EC-1)

- A. Work in the Electrical Contract includes, but is not limited to, the following:
 - 1. Electrical feeder disconnects and backboard.
 - 2. Electrical cables, conduits, trenching and restoration.
 - 3. Electrical connections to equipment
 - 4. Electrical disconnection and reconnection to existing fire alarm system.
 - 5. Backboard communication system.
- B. Temporary facilities and controls in the Electrical Contract include, but are not limited to, the following:
 - 1. Revise list below to suit Project.
 - 2. Electric power service and distribution.
 - 3. Lighting, including temporary area lighting for interior work.
 - 4. Electrical connections to existing systems and temporary facilities and controls furnished by other Contracts.
- C. All work shown on E, ET, and FA series sheets shall be the responsibility of the Electrical Contractor, unless otherwise noted.

1.8 PLUMBING CONTRACT (PC-1)

- A. Work in the Plumbing Contract includes, but is not limited to, the following:
 - 1. Sanitary and domestic water systems.
 - 2. Fire suppression sprinkler systems
 - 3. Compressed air systems
 - 4. Booster pumps
- B. All work shown on the P and FP-series sheets shall be the responsibility of the Plumbing Contractor, unless otherwise noted.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011200

SECTION 012100 – ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
 - 1. Temporary Restroom Facility.
 - 2. General Utility Allowance.
 - 3. Temporary Heating

1.3 TEMPORARY RESTROOM FACILITY RENTAL (GENERAL CONTRACT)

- A. Temporary Restroom Rental allowance shall cover all costs associated with the procurement of temporary restroom facilities for use by Airport staff. Receipted rental charges for fully equipped restroom space shall be covered under this item, including installation and all materials and labor for such by the General Contractor. All work or coordination of that work required to provide utility service or service modifications for temporary office support that are not performed by the utility companies shall be performed by the General Contractor and included within the General Contractor's base bid lump sum cost. Monies remaining in the rental allowance shall be credited back to the Owner by Change Order.

1.4 GENERAL UTILITY ALLOWANCE (ELECTRICAL CONTRACT)

- A. Utility allowance shall cover all costs associated with providing utility service or service modifications to accommodate the building construction that are not performed by the utility companies shall be performed by the Electrical Contractor and included within the Electrical Contractor's base bid lump sum cost. Monies remaining in the utility allowance shall be credited back to the Owner by Change Order.

1.5 TEMPORARY HEATING UTILITY ALLOWANCE (MECHANICAL CONTRACT)

- A. Temporary heating utility allowance shall cover all costs associated with providing temporary heat to the finished building(s) in a designated manner and for a period of time

agreed upon by the Owner. Receipted rental charges for temporary heating systems shall be covered under this item, including installation and all materials and labor for such by the Mechanical Contractor. Cost shall be included within the Mechanical Contractor's base bid lump sum cost. Monies remaining in the utility allowance shall be credited back to the Owner by Change Order.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: General Contract Temporary Restroom Rental Allowance ALG-1:
Note: An allowance for Temporary Restroom Facility rental cost of Fifty thousand Dollars 00/100 (\$50,000) shall be included in the Base Bid amount for the General Contract.
- B. Allowance No. 2: Electrical Contract Utility Allowance ALE-1:
Note: An allowance for utility service or service modification costs to accommodate the building construction in the amount of Fifty Thousand Dollars 00/100 (\$50,000) shall be included in the Base Bid amount for the Electrical Contract.
- C. Allowance No. 3: Mechanical Contract Temporary Heating Utility Allowance ALM-1:
Note: An allowance for temporary heating systems to condition the finished buildings in the amount of Fifty Thousand Dollars 00/100 (\$50,000) shall be included in the Base Bid amount for the Mechanical Contract.

END OF SECTION 012100

SECTION 012300 - ADD-ONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

1. Section includes administrative and procedural requirements for add-ons.

1.3 DEFINITIONS

1. Add-on: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - Add-ons described in this Section are part of the Work only if enumerated in the Agreement.
 - The cost for each add-on is the net addition to the Contract Sum to incorporate add-ons into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

1. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the add-on into Project.
 - Include as part of each add-on, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of add-on.
2. Execute accepted add-ons under the same conditions as other work of the Contract.
3. Schedule: A schedule of add-ons is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each add-on.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ADD-ONS

1. ADD ALTERNATE BID NO. 1: New ARFF Building

- Addition to the contract for the construction of a new 10,000 sq.ft. Airport Rescue & Fire Fighting (ARFF) Facility, including all associated foundations, sitework, and interface work with SRE Facility (Base Bid).

2. ADD ALTERNATE BID NO. 2: Backup Generator

- Addition to the contract for the procurement and installation of a new diesel-engine-driven generator set, including outdoor enclosure, concrete mounting pad, anchorage, bollards, associated sitework, and commissioning.

END OF SECTION 012300

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including clauses for General Requirements and other Division 01 Specification Sections, apply to this Section.
 - 1. Special Provisions: Paragraph SP 60-11 (Substitute Items) refers to "Substitutions of equal items" Which does not relate to substitution procedures described in this section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
 - 1. Division 01 Section "Allowances" for products selected under an allowance.
 - 2. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals.
 - 3. Divisions 02 through 32 Sections for specific requirements and limitations for substitutions.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

- a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include, but not limited to, attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified for each contract involved in the project.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project.
 - j. Detailed comparison of the combined Contractor's construction schedule (including the work of all contracts) using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
2. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Engineer will notify Contractor through Construction Manager of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Engineer's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Engineer does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
 - 1. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed.
- C. When the Engineer approves an equivalent substitution proposed by the Contractor, and when such proposed substitution requires a revision or redesign of any part of the work of this Contract or any other separate Contract, all excess costs occasioned by redesign, revision or extra work which is required by this or other Contractors shall be the cost and expense of the Contractor proposing the substitution.

- D. The Contractor shall have and make no claim for an extension of time or for damages by reason of the time taken by the Owner and/or Engineer in considering a substitution proposed by the Contractor or because the Owner and/or Engineer disapprove such proposed substitution.
- E. By making requests for substitutions based on Clause above, the Contractor:
 - 1. Represents that he has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified.
 - 2. Represents that he will provide the same warranty for the substitution that he would for that specified.
 - 3. Certifies that the cost data presented is complete and includes all related costs under this Contract but excludes costs under separate contracts, and excludes the Engineer's redesign costs and waives all claims for additional costs related to the substitution which subsequently became apparent.
 - 4. Will coordinate the installation of the accepted substitute. Making such changes as may be required for the work to be complete in all respects.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
 - 1. Division 01 Section "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Engineer will issue through Construction Manager supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Construction Manager will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Construction Manager are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request or 10 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration,

start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

- e. Cost proposal to be in accordance with Section 90-05 of the contract documents regarding allowable costs and mark ups for change order work
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Construction Manager.
- 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - 6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
 - 7. Cost proposal to be in accordance with Section 90-05 of the contract documents regarding allowable costs and mark ups for change order work.

1.5 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: See Division 01 Section "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

1.6 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Change Proposal Request, Construction Manager will issue a Change Order for signatures of Engineer, Contractor and Owner.

1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Construction Manager may issue a Construction Change Directive on AIA G714 form titled "Construction Change Directive". A Construction Change Directive instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600



Request for Change (RFC)

Project: _____
Contractor: _____
Contract No.: _____
Scope: _____
Subject: _____

RFC#: _____
Date: _____
Proj.No.: _____
Ref. No.: _____

DESCRIPTION: _____

Subcontract Work: Name	Qty	Unit	@	Unit Price	=	Cost
			@		=	0.00
			@		=	0.00
			@		=	0.00

Note: Copies of Sub-Quote Sub-Total Material costs..... \$ 0.00
Break-Downs Required. Overhead & Profit @ 5% = \$ 0.00

Total Subcontractor Costs: \$0.00

Mat'l / Eqpmnt Costs: description	Qty	Unit	@	Unit Price	=	Cost
			@		=	0.00
			@		=	0.00
			@		=	0.00

Note: Copies of Invoices Required Sub-Total Material costs..... \$ 0.00
Overhead & Profit @ 15% = \$ 0.00

Total Material/ Equipment Costs: \$0.00

Labor Costs: Description	Mnhrs	Class	@	Rate **	=	Cost
			@		=	0.00
			@		=	0.00
			@		=	0.00
			@		=	0.00

** Rate Break-Down to be Sub-Total Labor costs..... \$ 0.00
provided. Overhead & Profit @ 15% = \$ 0.00

Total Labor Costs: \$0.00

Total adjustment to Contractor's Contract..... \$0.00

Additional A/E Fees: (description of added scope of work or "NONE") **\$0.00**

Total RFC Value..... \$0.00

Reviewed & Recommended by _____ Date: _____

C&S Companies

To be Completed by C&S	C.O. Number:		Modification Number:		Reviewed and Approved by:	

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including Clauses for General Requirements Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Division 01 Section "Allowances" for procedural requirements governing the handling and processing of allowances.
 - 2. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 3. Division 01 Section "Project Schedule" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Engineer through Construction Manager at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

3. Retain "Subschedules for Phased Work" Subparagraph below if phasing is required. See the Evaluations in Division 01 Section "Summary."
 4. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values coordinated with each phase of payment.
 5. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values coordinated with each element.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Engineer.
 - c. Engineer's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 2. Arrange schedule of values consistent with format of AIA Document G703.
 3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 - 1) Labor.
 - 2) Materials.
 - 3) Equipment.
 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
 5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

- a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
9. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
10. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Engineer and Construction Manager and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Submit Application for Payment to Engineer by the 25th day of the month. The period covered by each Application for Payment is one month, ending on the day of the month.
 1. Submit draft copy of Application for Payment seven days prior to due date for review by Engineer.
- D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
 1. Calculate retainage at the rate of 5% of the value of the Total Completed and Stored to Date.

- E. In addition to the requirements listed above, the following additional information must be provided with each monthly Application for Payment in order for the Application for Payment to be considered for processing:
1. Certified Payrolls for Prime and Subcontractor(s) for the period the Application for Payment covers.
 2. Monthly record of weekly safety meetings.
 3. Monthly "CPM Activity Status" Report, reference Section 013200.
 4. Monthly as-built drawing progress sets.
- F. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Construction Manager will return incomplete applications without action.
1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- G. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- H. Transmittal: Submit four signed and notarized original copies of each Application for Payment to Construction Manager by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

- I. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
 - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit conditional final or full waivers.
 - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - 4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- J. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 - 1. List of subcontractors.
 - 2. Schedule of values.
 - 3. Combined Contractor's construction schedule (90 day) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
 - 4. Products list (preliminary if not final).
 - 5. Schedule of unit prices.
 - 6. Submittal schedule (preliminary if not final).
 - 7. List of Contractor's staff assignments.
 - 8. List of Contractor's principal consultants.
 - 9. Copies of building permits.
 - 10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 - 11. Initial progress report.
- K. Application for Payment at Substantial Completion: After Engineer issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
 - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 - 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- L. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
 - 1. Evidence of completion of Project closeout requirements.
 - 2. Certificates of Release: From authorities having jurisdiction.
 - 3. Certificate of Insurance: For continuing coverage.
 - 4. Field Report: For pest control inspection.

5. Written guarantee on the Contractor's letterhead of all work as called for in this Contract.
6. Contractor's Affidavit of Payment of Debts and Claims, AIA Document G706.
7. Contractor's Affidavit of Release of Liens, AIA Document G706A, for the Contractor.
8. Contractor's Affidavit of Release Of Liens, AIA Document G706A, for each Subcontractor.
9. Consent of Surety Form, AIA Document G707.
10. Record Product Data and Shop Drawing: Provide one set in three ring binder and drawings bound together with index sheet where too large to fit in book.
11. Application and Certificate for Payment: Provide fully executed AIA Document G702 and G703.
12. Fire Underwriter's Certificate: Provide New York State Board of Fire Underwriter's Certificate of Approval of Electrical Wiring, or equivalent Municipal Electric Inspector's Approval.
13. Labor Affidavits (Prime and Subcontractor's Certifications).
14. Any other closeout documents requested by the Owner and as per Specification 017700.
15. Evidence that claims have been settled.
16. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
17. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

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. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General project coordination procedures.
 - 2. Administrative and supervisory personnel.
 - 3. Requests for Information (RFIs).
 - 4. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Sections:
 - 1. Division 1 Section "Summary of Multiple Contracts" for a description of the division of work among separate contracts and responsibility for coordination activities not in this Section.
 - 2. Division 1 Section "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
 - 3. Division 1 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.3 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.

1.4 COORDINATION

- A. Coordination: Contractor shall coordinate its construction operations with those of other subcontractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

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 subcontractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if 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. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Project closeout activities.
 7. Startup and adjustment of systems.
 8. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1.5 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
 2. Project number.
 3. Date.

4. Name of Contractor.
 5. Name of Architect.
 6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Form bound in Project Manual.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or inaccurately prepared RFIs.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 1 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log monthly. Use form acceptable to the Architect. Include the following:
1. Project name.

2. Name and address of Contractor.
3. Name and address of Architect.
4. RFI number including RFIs that were dropped and not submitted.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

1.6 PROJECT MEETINGS

- A. General: Architect will schedule and conduct meetings and conferences at Project site as needed, unless otherwise indicated.
 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 10 days after execution of the Agreement.
 1. Conduct the conference to review responsibilities and personnel assignments.
 2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Lines of communications.
 - f. Procedures for processing field decisions and Change Orders.
 - g. Procedures for RFIs.
 - h. Procedures for testing, inspecting, and commissioning.
 - i. Procedures for processing Applications for Payment.
 - j. Distribution of the Contract Documents.
 - k. Submittal procedures.
 - l. Preparation of record documents.
 - m. Use of the premises and existing building.
 - n. Work restrictions.
 - o. Working hours.

- p. Owner's occupancy requirements.
 - q. Responsibility for temporary facilities and controls.
 - r. Procedures for moisture and mold control.
 - s. Procedures for disruptions and shutdowns.
 - t. Construction waste management and recycling.
 - u. Parking availability.
 - v. Office, work, and storage areas.
 - w. Equipment deliveries and priorities.
 - x. First aid.
 - y. Security.
 - z. Progress cleaning.
4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Progress Meetings: Architect will conduct progress meetings at regular intervals.

1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: In addition to representatives of Owner and Architect, 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 meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to 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.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including 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) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Status of correction of deficient items.

- 12) Field observations.
 - 13) Status of RFIs.
 - 14) Status of proposal requests.
 - 15) Pending changes.
 - 16) Status of Change Orders.
 - 17) Pending claims and disputes.
 - 18) Documentation of information for payment requests.
 - 19) Commissioning Authority requirements.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
- a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

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. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's construction schedule.
 - 2. Special reports.
- B. Related Sections:
 - 1. Section 80-03 – Execution and Progress
 - 2. Division 1 Section "Submittal Procedures" for submitting schedules and reports.
 - 3. Division 1 Section "Quality Requirements" for submitting a schedule of tests and inspections.
 - 4. Section 011000 – Summary of Work
 - 5. Section 017700 – Closeout Procedures

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.

1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. Two paper copies.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- C. Daily Construction Reports: Submit at monthly intervals.
- D. Material Location Reports: Submit at monthly intervals.

- E. Field Condition Reports: Submit at time of discovery of differing conditions.
- F. Special Reports: Submit at time of unusual event.

1.5 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from entities involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for commencement of the Work to date of final completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Time is of the Essence. The Work of this Project shall be substantially complete on or before the date(s) indicated in the Contract Specifications. Commence Construction activities at the site as soon after contract award as required to comply with specified contract duration, unless otherwise specified in Milestone Schedule.
- C. Contractor is to review the Construction Sequencing/Phasing plans to determine the general sequence of the work.
- D. Contractor is to assume that beneficial occupancy by the Owner is to be maintained wherever practical.
- E. Schedule material deliveries to correspond with starting dates so that materials are on site on required start dates.
- F. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect/Engineer.

2. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 3. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
 4. Punch List and Final Completion: Include not more than 15 days for punch list and final completion.
- G. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
- H. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- I. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
1. Unresolved issues.
 2. Unanswered RFIs.
 3. Rejected or unreturned submittals.
 4. Notations on returned submittals.
- J. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.

2.2 PROJECT SCHEDULE (**GENERAL CONTRACTOR**)

- A. Critical Path Method Scheduling Requirements
1. Within 14 calendar days after Notice to Proceed, the **General Contractor** shall submit a comprehensive, fully developed, construction schedule.
 2. The schedule shall include all contract times, the project start and finish dates, submission and approval of all project deliverables, all required tasks in the procurement cycle (submission of submittals, approvals, fabrications, delivery to the site, inspections, etc.). All construction work tasks, project closeout tasks including punch list and equipment testing, and all responsible scheduling of subcontractors and suppliers. In preparing the list activity, durations, predecessor and / or successor activity(s) phase codes, area codes, responsibility codes, revenue/cost loading discretely by task and equipment and man-hour/manpower requirements, discretely by individual task. The scheduled tasks shall be of sufficient detail to provide a basis for coordination with the owner, construction manager, all contractors and sub-contractors and the emergency services at the airport including security. Proper identification of project areas, drawing references

and locations of work and descriptive references for equipment identification are requisite for schedule tasks. The project Work Breakdown Structure (WBS) shall be followed for the assemblage of the schedule and activity task grouping, with appropriate references to the project phasing. The contractor project schedule, all schedule updates, and any recovery schedule shall be prepared using Primavera P6 or Microsoft Project software. The schedule shall be transmitted electronically (as an active or "live" document) and as a hard copy to the CM.

Special emphasis with an appropriate level of detail will be provided for instances or activities where temporary facilities or compensatory installations or removals are employed and there is a potential for: utility services interruption or impact to airport operations and / or impairing the health and safety of the public or violating applicable standards or building codes.

- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.
 2. Once the Schedule is approved by the Owner and CM, it will be used as the basis to monitor schedule progress. At the end of each calendar month, the Contractor(s) will review the Schedule with the Construction Manager. Prior to this meeting, the Contractor(s) shall prepare an activity status report detailing each activity in progress, giving percentage completed, remaining duration, summary of delays in starting or finishing and activity, etc. The activity status report will be prepared and transmitted electronically to the CM. In this report the Contractor shall also indicate with steps are being taken to correct all delaying conditions.
 3. In the event that the updated Baseline Schedule indicates that the Contractor has been delayed in prosecution of their work, and that this has impacted the critical path, the Contractor may either request an Extension of Time or will be required to recover the lost time. Any request for an Extension of Time must contain a CPM based schedule analysis; performed by the Contractor and showing in a detail that is satisfactory to the Construction Manager, the impact of the delay to the critical path and the project milestones. Based on this analysis, the Construction Manager may either grant the Extension of Time or require a recovery plan. The CM may elect to perform additional analysis as deemed necessary to assure project milestone dates are met. If requested, the recovery plan will show, in such detail as is acceptable to the Construction Manager, the Contractors plan to meet all schedule project milestones, and that all work will be completed within the time frame stipulated in the Contract documents. Explanations of schedule recovery may include items such as adding hours, working through holiday and weekends; change in means and methods, or revision the overall sequencing logic of the Baseline Schedule to adjust the critical path.
 - a. Each Prime Contractor shall coordinate through the Construction Manager the scheduling of their work with the other Prime Contracts so that the project is completed on schedule with minimum interference to the Owner's operation.
 - b. The Contractor's detailed schedule shall be submitted by the contractor, in a form and electronic format acceptable to the Owner Representative, within 14

days after Letter of Intent/Notice to Proceed is issued and before the first progress payment is certified.

- c. The detailed schedule (CPM) shall be a fully developed, horizontal gantt chart type, displaying the contractor's construction schedule on a time scale depicting in logical sequence. It shall include all activities, descriptions, durations, interrelationships, and all associated dependencies required for completion of the work. The activities shall have costs, quantities and manpower resources (by craft) assigned as acceptable to the Owner Representative. Activities shall include and be segregated by; engineering, fabrication, delivery, installation, and testing. Each schedule issue shall clearly define the activity description and provide:
 - Original duration and remaining duration.
 - Early start/early finish
 - Late start/late finish
 - Actual start/actual finish
 - Total float
 - Percent complete
 - Resources
 - Critical path designation
- d. The Owner Representative will meet with the Contractors' representatives to review, expand and modify the project schedule to portray the specific plan of operation envisioned by the Contractors, in compliance with the project milestone dates.
- e. All completion dates shown shall be within the period specified for contract completion, and in compliance with all intermediate milestones. The project schedule shall show the sequence and interdependence of activities required for complete performance.
- f. It is intended that the coordinated project schedule reflect the Contractors actual plan of operation for their prosecution of the work. Revisions, expansions and modifications to each of the Contract activities, will be at the direction of the contractor whose work is affected. This project schedule may need to be revised to accommodate work interfaces between the contractors. Once the affected contractors have agreed upon these revisions, the Prime Mechanical Contractor will incorporate these revisions into the schedule. All contractors agree that the coordinated project schedule is the designated plan for completion of all work in the allotted time, and each contractor will assume full responsibility for the prosecution of the work as shown.
- g. Upon completion of the coordinated project schedule, all contractors agree that this schedule is the designated plan for completion of all work in the allotted time, and each contractor will assume full responsibility for the prosecution of the work as shown. All contractors shall indicate formal acceptance of the schedule by signing the finalized precedence diagram and computer schedule listings.
- h. Coordinate the contractors' construction schedule with the Schedule of Values, List of Subcontracts, Submittal Schedule, Progress Reports, Payment Requests and other schedules.
- i. Work completion should be scheduled and achieved in advance of the date established for substantial completion to allow time for the Architects procedures necessary to certify substantial completion.

- j. Schedule all construction activities at the Site through the Construction Manager to avoid interference with Owner's operations and to meet specified completion dates. It is the responsibility of all Contractors to meet Completion Schedules with the Owner's Operational Schedule.
- k. Activity ID Numbers - Each activity id number shall be unique. Once the detailed project schedule has been approved and designated as a baseline project schedule, each activity id number created in the detailed project schedule will remain the same and shall not be reassigned a different activity id or different activity description which would change the intended scope of work.
- l. Activity Description - Each activity shall be described in sufficient detail as to fully describe the work to be performed. Generic terms or description will not be accepted. Hammocks and milestones shall be clearly indicated. (it is suggested that abnormally large activities be broken down by physical locations or another identifiable and acceptable sub-division.)

2.3 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.
 - 2. List of separate contractors at Project site.
 - 3. Approximate count of personnel at Project site.
 - 4. Equipment at Project site.
 - 5. Material deliveries.
 - 6. High and low temperatures and general weather conditions, including presence of rain or snow.
 - 7. Accidents.
 - 8. Meetings and significant decisions.
 - 9. Unusual events (refer to special reports).
 - 10. Stoppages, delays, shortages, and losses.
 - 11. Meter readings and similar recordings.
 - 12. Emergency procedures.
 - 13. Orders and requests of authorities having jurisdiction.
 - 14. Change Orders received and implemented.
 - 15. Construction Change Directives received and implemented.
 - 16. Services connected and disconnected.
 - 17. Equipment or system tests and startups.
 - 18. Partial completions and occupancies.
 - 19. Substantial Completions authorized.
- B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit

with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.4 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At bi-weekly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect/Engineer & Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

3.2 TWO WEEK LOOK-AHEAD SCHEDULE

- A. All Contractors shall provide a two-week "look-ahead" activity schedule for coordination of immediate construction activities.
- B. The two-week schedule is to be updated weekly.
- C. The two-week schedule is to include:

1. All critical coordination activity
 2. The parent activity ID from the Integrated Project Baseline schedule
 3. Reference to next project milestones
 4. New activities scheduled to commence during the period
 5. Key activities scheduled to be completed during the period
 6. All utility shutdown requirements or planned services interruptions
 7. Owner operations impact or Site accessibility events
 8. Highlighted variances from the previous two-week schedule
- D. The Two-week schedule shall be reviewed at the weekly Coordination Meeting. All critical issues are to be identified for coordination. The Construction Manager will coordinate items involving the Owners' operations.
- E. Information derived from the two-week schedule is to be utilized in the maintenance of the Contractor's detailed schedule.

3.3 CONTRACTOR USE OF PREMISES

- A. Refer to Division 1 for additional requirements and provisions regarding Contractor's use of premises.
- B. Access to Building –Contractor to schedule all construction activities with Owner through Construction Manager to allow Owner's full use of building areas and systems for normal educational process.
- C. Owner acknowledges Contractor will require access to Owner-occupied areas, rooms, and systems, and intends to cooperate in making rooms and systems available for construction activities.
- D. Notify Construction Manager in advance of any requirements for access to any existing building outside normal working hours and days. Planned activities that interrupt services will be scheduled in advance with the construction manager with an acceptable allowance of time for review and approval by the CM, A/E, and the owner. The activity(s) once reviewed and approved will be entered on the two-week-forecast for coordination visibility.
- E. Building Security: Owner will maintain building security and fire alarm systems at all times for his sole benefit. Each Contractor retains full responsibility for security and protection of Work of his Contract and the non-interruption of Owner's health & safety, and security systems until project final acceptance by Owner.
- F. Maintenance of Building Circulation and Exits: Maintain circulation corridors, exits, egress windows and exit stairs unobstructed from equipment and materials, except in defined areas of construction activity. Enclose temporary corridors and exits with temporary partitions.

3.4 OWNER OCCUPANCY

- A. Refer to Division 1 for additional requirements and provisions regarding Owner occupancy.
- B. Aviation Operations and special activities may be conducted within buildings and on sites after regular operation hours and on weekends during the duration of the project.
- C. All Contractors shall maintain free access by Owner's personnel to building and site areas not scheduled for alteration or dimensional change. Free access by the public to normally public areas and facilities of the airport will be supported by the contractor(s).
- D. Owner's personnel will perform normal custodial and maintenance services for building areas and systems not involved in construction activities, unless otherwise indicated.

END OF SECTION 013200

SECTION 013300 - SUBMITTAL PROCEDURES

REFER TO SECTION 60

END OF SECTION

SECTION 014000 - QUALITY REQUIREMENTS

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. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections:
 - 1. Division 1 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
 - 2. Divisions 2 through 32 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination,

testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

- D. Preconstruction Testing: Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Contractor's Quality-Control Manager Qualifications: For supervisory personnel.
- C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems.
 - 1. Seismic-force resisting system, designated seismic system, or component listed in the designated seismic system quality assurance plan prepared by the Architect.
 - 2. Main wind-force resisting system or a wind-resisting component listed in the wind-force-resisting system quality assurance plan prepared by the Architect.
- D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Entity responsible for performing tests and inspections.
 - 3. Description of test and inspection.
 - 4. Identification of applicable standards.
 - 5. Identification of test and inspection methods.
 - 6. Number of tests and inspections required.
 - 7. Time schedule or time span for tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.

1.6 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.
- B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
 - 1. Project quality-control manager may also serve as Project superintendent.
- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.

- D. Testing and Inspection: Include in quality-control plan a comprehensive schedule of Work requiring testing or inspection, including the following:
 - 1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
 - 2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
 - 3. Owner-performed tests and inspections indicated in the Contract Documents.
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.7 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
 - 1. Name, address, and telephone number of technical representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.

3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- C. **Factory-Authorized Service Representative's Reports:** Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of factory-authorized service representative making report.
 2. Statement that equipment complies with requirements.
 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 4. Statement whether conditions, products, and installation will affect warranty.
 5. Other required items indicated in individual Specification Sections.
- D. **Permits, Licenses, and Certificates:** For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.8 QUALITY ASSURANCE

- A. **General:** Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. **Manufacturer Qualifications:** A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. **Fabricator Qualifications:** A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. **Installer Qualifications:** A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. **Professional Engineer Qualifications:** A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
 - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - f. When testing is complete, remove test specimens, assemblies, mockups; do not reuse products on Project.
 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to

Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

- K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
 2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
 3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at the Project.
 4. Demonstrate the proposed range of aesthetic effects and workmanship.
 5. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
 - a. Allow seven days for initial review and each re-review of each mockup.
 6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 7. Demolish and remove mockups when directed, unless otherwise indicated.

1.9 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.

4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 1 Section "Submittal Procedures."
- D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.

6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.10 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
 2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.

2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Architect.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 1 Section "Execution Requirements."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014100 - SPECIAL INSPECTION & TESTING

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS & DEFINITIONS

- A. Special Inspection and Structural Testing shall be in accordance Chapter 7 of 2025 BCNYS.
- B. The program of Special Inspection and Structural Testing is a quality assurance program intended to ensure that the work is performed in accordance with the Contract Documents.
- C. Definitions:
 - 1. Approved: Acceptable to the building official.
 - 2. Approved Agency: An established and recognized agency that is regularly engaged in conducting tests, furnishing inspection services or furnishing product certification where such agency has been approved by the building official.
 - 3. Building Official: The officer or other designated authority charged with the administration and enforcement of the code, or a duly authorized representative.
 - 4. Special Inspection: Inspection of construction requiring the expertise of and approved special inspector in order to ensure compliance with the code and the approved construction documents:
 - a. Continuous Special Inspection: Special Inspection by the special inspector who is present continuously when and where the work to be inspected has been or is being performed.
 - b. Periodic Special Inspection: Special Inspection by the special inspector who is intermittently present where the work to be inspected is being performed.
 - 5. Special Inspector: A qualified person employed or retained by an approved agency and approved by the building official as having the competence necessary to inspect a particular type of construction requiring special inspection.
- D. This specification section is intended to inform the Contractor of the Owner's quality assurance program and the extent of the Contractor's responsibilities. This specification section is also intended to notify the Special Inspector, Approved Agency, and other Agents of the Special Inspector of their requirements and responsibilities.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- B. Statement of Special Inspections (attached).

1.3 SCHEDULE OF INSPECTION AND TESTS

- A. Required inspections and tests are described herein and in the individual specification Sections for the items to be inspected or tested.
- B. An approved agency will be retained by the Owner. The Special Inspector, his agents and the approved agency shall perform, but not be limited to, the following project testing and inspection services:
 - (a.) Structural Steel.
 - (b.) Cold-formed steel deck.
 - (c.) Concrete.
 - (d.) Masonry.
 - (e.) Soils.

1.4 AGENCY APPROVAL

- A. An approved agency shall provide all information as necessary for the building official to determine that the agency meets the applicable requirements.

1.5 SPECIAL INSPECTOR QUALIFICATIONS

- A. Prior to the start of the construction, the approved agencies shall provide written documentation to the building official demonstrating the competence and relevant experience or training of the special inspectors who will perform the special inspections and tests during construction. Experience or training shall be considered to be relevant where the documented experience or training is related in complexity to the same type of special inspection or testing activities for projects of similar complexity and material qualities.

1.6 SUBMITTALS

- A. Prior to the start of the construction, the approved agencies shall provide written documentation to the building official demonstrating the competence and relevant experience or training of the special inspectors who will perform the special inspections and tests during construction.
- B. The Special Inspector and Approved Agency shall disclose any past or present business relationship or potential conflict of interest with the Contractor or any of the Subcontractors whose work will be inspected or tested.

1.7 APPROVED AGENCY TESTING AND INSPECTION FREQUENCY

- A. Specific items to be tested and the frequency as to which the tests are to be performed are noted on the attached "Statement of Special Inspections."

1.8 PAYMENT

- A. The Owner shall engage and pay for the services of the Special Inspector, Agents of the Special Inspector, and Approved Agency.

- B. If any materials, which require Special Inspections, are fabricated in a plant, which is not located within 100 miles of the project, the contractor shall be responsible for the travel expenses of the Special Inspector or Approved Agency.
- C. The Contractor shall be responsible for the cost of any retesting or reinspection of work which fails to comply with the requirements of the Contract Documents

1.9 CONTRACTOR'S RESPONSIBILITIES

- A. Contractor shall cooperate with the Special Inspector, his agents, the Approved Agency and the Owner to facilitate the execution of required services.
- B. Contractor is responsible for coordinating his work with the Approved Agency so that no work is installed without the proper tests being performed.
- C. Contractor shall secure and deliver to the Approved Agency, where required, quantities of samples of materials to be tested.
- D. Contractor shall furnish casual labor and facilities for storage of test samples.
- E. Contractor shall assist Approved Agency to obtain samples at job site.
- F. Contractor shall provide and pay for all project required concrete mix designs and related confirming cylinders.
- G. Contractor shall provide certified mill reports for project reinforcing and structural steel covering physical and chemical properties.
- H. Contractor shall provide and pay for all testing of individual masonry units indicating compliance per specified ASTM requirements.
- I. Contractor shall advise Approved Agency, in advance, of sources of material, and instruct supplier to cooperate with Approved Agency to achieve required inspection.
- J. Contractor shall notify the Approved Agency a minimum of 24 hours in advance of operations to allow for Approved Agency assignment of personnel and scheduling of test. If Approved Agency visits site and tests cannot take place, Contractor shall reimburse the Owner for total cost.
- K. Contractor shall provide and pay for all project mortar and grout mix designs and confirming cylinders and/or cubes.
- L. Contractor shall construct the masonry prisms required for testing of load bearing masonry under the observation of the Approved Agency.
- M. Contractor shall notify Approved Agency 24 hours before each concrete pour and identify the proposed quantity of the pour.
- N. Contractor shall employ a steel and wood fabricator which is approved by the

building official. If the contractor employs a non-approved fabricator, the contractor shall pay for all special inspections required by the NYS Building Code. If the contractor employs an approved fabricator, such fabricator shall provide a letter at the completion of the fabrication process stating work was performed in accordance with approved construction documents.

- O. The Contractor shall keep at the project site the latest set of construction drawings, field sketches, approved shop drawings, and specifications for use by the inspectors and testing technicians.
- P. The Special Inspection program shall in no way relieve the Contractor of his obligation to perform work in accordance with the requirements of the Contract Documents or from implementing an effective Quality Control program. All work that is subjected to Special Inspections shall first be reviewed by the Contractor's quality control personnel.
- Q. The Contractor shall be solely responsible for construction site safety.
- R. Contractor's responsibility related to project testing as required by technical sections hereinafter:
 - 1. The Contractor shall make arrangements and schedule the proper authorities for inspection of the system.
 - 2. The Contractor shall obtain from governing authorities the proper test procedures that are required for the system tests.
 - 3. All tests shall be made in the presence and to the satisfaction of authorities having jurisdiction and the Contractor shall provide five (5) copies of tests witnessed to the Engineer.
 - 4. See technical sections hereinafter for further details of testing requirements.
- S. Contractor shall correct any discrepancies noted in Approved Agency report. Contractor shall coordinate with Approved Agency to review corrections and update reports. Final reports shall show all discrepancies were corrected.

1.10 APPROVED AGENCY RESPONSIBILITIES

- A. Approved Agency shall cooperate with Contractor and provide qualified personnel.
- B. Approved Agency shall inspect and/or test assemblies, specimens, work performed, and techniques as specified.
- C. Approved agencies shall keep records of special inspections and tests. The approved agency shall submit reports of special inspections and tests to the building official and to the registered design professional in responsible charge. Reports shall indicate that work inspected or tested was or was not

completed in conformance to approved construction documents. Discrepancies shall be brought to the immediate attention of the contractor for correction. If they are not corrected, the discrepancies shall be brought to the attention of the building official and to the registered design professional in responsible charge prior to the completion of that phase of the work. A final report documenting required special inspections and tests, and correction of any discrepancies noted in the inspections or tests, shall be submitted at a point in time agreed upon prior to the start of work by the owner or the owner's authorized agent to the building official.

- D. Approved Agency shall promptly process and distribute all copies of test reports and related instructions to ensure all necessary retesting and/or replacement of materials with the least possible delay to the progress of the work. The Approved Agency shall provide a written report within three days related to every project test and inspection except daily reports are required for concrete testing. Distribution of electronic reports to each of the following:

1. Owner
2. Contractor
3. Engineer/Architect
4. Building Code Official

- E. Each report shall include:

1. Date issued.
2. Project title and number.
3. Approved Agency name, address, and telephone number.
4. Name of Special Inspector and/or Approved Agency inspector and job number.
5. Date and time of sampling or inspection.
6. Record of temperature and weather conditions.
7. Date of test.
8. Identification of specification section.
9. Location of sample or test in the project.
10. Type of inspection or tests.
11. Interpretation of test results.
12. Each report shall have testing laboratory written comments stating that the test results comply with the specified requirements and/or identify retest instructions given to the Contractor and require follow-up test reports that are identified as the retest reports. The retest reports shall identify the original test report.
13. A non-compliance list must be maintained by the Approved Agency. The list must be distributed to the Contractor, Owner, and Architect/Engineer weekly. The non-compliance list must include the following:
 - a. All the non-compliance items found during inspections and were not resolved within the day of inspection.
 - b. A brief description/title of the non-compliance.
 - c. The date the non-compliance was resolved.
 - d. The type of resolution.
 - e. The initials of the Special Inspector.

- F. In addition to the submittal of reports of special inspections and tests in accordance with 2025 BCNYS Section 1704.2.4, reports and certificates shall be submitted by the owner or the owner's authorized agent to the building official for each of the following:
1. Certificates of compliance for the fabrication of structural, load-bearing or lateral load-resisting members or assemblies on the premises of an approved fabricator in accordance with 2025 BCNYS Section 1704.2.5.1.
 2. Reports of material properties verifying compliance with the requirements of AWS D1.4 for weldability as specified in Section 26.6.4 of ACI 318 for reinforcing bars in concrete complying with a standard other than ASTM A706 that are to be welded.
 3. Reports of mill tests in accordance with Section 20.2.2.5 of ACI 318 for reinforcing bars complying with ASTM A615 and used to resist earthquake-induced flexural or axial forces in the special moment frames, special structural walls or coupling beams connecting special structural walls of seismic force-resisting systems in structures assigned to Seismic Design Category B, C, D, E or F.
- G. The Approved Agency is not authorized to release, revoke, alert or enlarge on requirements of Contract Documents.
- H. The Approved Agency is not authorized to perform any duties of the Contractor.
- I. The Approved Agency shall make tests necessary to assure compliance with the plans and specifications and label all test samples and cylinders with identifying marks.
- J. The Special Inspector and/or Approved Agency shall not have control over the Contractor's means and methods of construction.
- K. The Special Inspector and/or Approved Agency shall not be responsible for construction site safety.
- L. The Special Inspector and/or Approved Agency have no authority to stop the work.

1.11 APPROVED AGENCY INSURANCE REQUIREMENTS

- A. Provide comprehensive and general liability insurance with limits of liability of not less than five hundred thousand dollars (\$500,000) for property damage per occurrence.
- B. Provide statutory worker's compensation insurance and employer's liability insurance with applicable maximum coverage as required by governing law.
- C. Provide excess liability insurance, umbrella form, in the amount of five hundred thousand dollars (\$500,000).
- D. Provide errors and omissions professional liability insurance in the amount of one million dollars (\$1,000,000).

PART 2 PRODUCTS (Not used)

PART 3 EXECUTION

3.1 TESTING REQUIREMENTS

A. General

1. Testing shall be by the Special Inspector and Approved Agency and its agents, unless noted otherwise herein.
2. Owner's providing and use of testing services shall in no way relieve the Contractor of his responsibility to furnish materials and construction in full compliance with drawings and specifications.
3. Required inspections and tests are noted on the attached Statement of Special Inspections.

3.3 FINAL REPORT OF SPECIAL INSPECTIONS

- A. The Final Report of Special Inspections shall be completed by the Special Inspector and /or the Approved Agency and be submitted to the Engineer and building official prior to issuance of a Certificate of Use and Occupancy.

END OF SECTION



2025 NYS BUILDING CODE STATEMENT OF SPECIAL INSPECTIONS

BCNYS §1704.3 requires that the project Registered Design Professional in responsible charge prepare a Statement of Special Inspections. Completion of this Statement of Special Inspections and submission to the Code Compliance Unit with the Construction Permit Application is a condition for issuance of the Construction Permit.

Facility: Ithaca Tompkins International Airport

Project Title: Ithaca ARFF/SRE

Project #: 158.095.001

Project Manager: Mathew Rolfe, P.E.

Registered Design Professional (RDP): John Obleman, P.E.

Name of Person Completing Statement: Matthew Rolfe, P.E.

Phone: 315-455-2000

Date: 03/06/2026

Comments:

INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BCNYS)	CONTINUOUS	PERIODIC	BCNYS REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ¹	COMMENTARY/NOTES and REFERENCE STANDARDS
A. Special Cases (Add requirements under Part S as necessary)			1705.1.1			Special Inspections and Tests shall be required for proposed work that is, in the opinion of the building official, unusual in its nature.
B. Steel Construction.			1705.2			
1. Structural Steel			1705.2.1			
a. Inspection tasks prior to welding;			1705.2.1			AISC 360 Table N5.4-1
i. Welding procedure specifications (WPSs) available	X		1705.2.1	☒		AISC 360 Table N5.4-1
ii. Manufacturer certifications for welding consumables available	X		1705.2.1	☒		AISC 360 Table N5.4-1
iii. Material identification (type/grade)		X	1705.2.1	☒		AISC 360 Table N5.4-1
iv. Welder identification system		X	1705.2.1	☒		AISC 360 Table N5.4-1 The fabricator or erector, as applicable, shall maintain a system by which a welder who has welded a joint or member can be identified. Stamps, if used, shall be the low-stress type.
v. Fit up of groove welds (including joint geometry)		X	1705.2.1	☒		AISC 360 Table N5.4-1
vi. Configuration and finish		X	1705.2.1	☒		AISC 360 Table N5.4-1

INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BCNYS)	CONTINUOUS	PERIODIC	BCNYS REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ¹	COMMENTARY/NOTES and REFERENCE STANDARDS
of access holes						
vii. Fit-up of fillet welds		X	1705.2.1	☒		AISC 360 Table N5.4-1
viii. Check Welding equipment		X	1705.2.1	☒		AISC 360 Table N5.4-1
b. Inspection Tasks During Welding			1705.2.1			AISC 360 Table N5.4-2
i. Use of qualified welders.		X	1705.2.1	☒		AISC 360 Table N5.4-2
ii. Control and Handling of welding consumables.		X	1705.2.1	☒		AISC 360 Table N5.4-2
iii. No welding over cracked tack welds.		X	1705.2.1	☒		AISC 360 Table N5.4-2
iv. Environmental Conditions		X	1705.2.1	☒		AISC 360 Table N5.4-2
v. Verify WPS followed		X	1705.2.1	☒		AISC 360 Table N5.4-2
vi. Verify Welding Techniques		X	1705.2.1	☒		AISC 360 Table N5.4-2
c. Inspection Tasks after Welding			1705.2.1			AISC 360 Table N5.4-3
i. Welds cleaned		X	1705.2.1	☒		AISC 360 Table N5.4-3
ii. Size, length, and location of welds	X		1705.2.1	☒		AISC 360 Table N5.4-3
iii. Welds meet visual acceptance criteria	X		1705.2.1	☒		AISC 360 Table N5.4-3
iv. Arc strikes	X		1705.2.1	☒		AISC 360 Table N5.4-3
v. K-area	X		1705.2.1	☒		AISC 360 Table N5.4-3; When welding of doubler plates, continuity plates or stiffeners has been performed in the k-area, visually inspect the web k-area for cracks within 3 in. (75mm) of the weld.
vi. Backing removed and weld tabs removed (if required)	X		1705.2.1	☒		AISC 360 Table N5.4-3
vii. Repair activities	X		1705.2.1	☒		AISC 360 Table N5.4-3
viii. Document acceptance or rejection of welded joint or member	X		1705.2.1	☒		AISC 360 Table N5.4-3
d. Inspection Tasks Prior to Bolting			1705.2.1			AISC 360 Table N5.6-1
i. Manufacturer's certification available for fastener materials	X		1705.2.1	☒		AISC 360 Table N5.6-1
ii. Fasteners marked in accordance with ASTM requirements		X	1705.2.1	☒		AISC 360 Table N5.6-1
iii. Proper fasteners selected for the joint detail (grade,		X	1705.2.1	☒		AISC 360 Table N5.6-1

INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BCNYS)	CONTINUOUS	PERIODIC	BCNYS REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ¹	COMMENTARY/NOTES and REFERENCE STANDARDS
type, bolt length if threads are to be excluded from shear plane)						
iv. Proper bolting procedure selected for joint detail		X	1705.2.1	☒		AISC 360 Table N5.6-1
v. Connecting elements, including the appropriate faying surface condition and hole preparation, if specified, meet applicable requirements.		X	1705.2.1	☒		AISC 360 Table N5.6-1
vi. Pre-installation verification testing by installation personnel observed and documented for fastener assemblies and methods used.		X	1705.2.1	☒		AISC 360 Table N5.6-1
vii. Proper storage provided for bolts, nuts, washers and other fastener components.		X	1705.2.1	☒		AISC 360 Table N5.6-1
e. Inspection Tasks During Bolting			1705.2.1			AISC 360 Table N5.6-2
i. Fastener assemblies, of suitable condition, placed in all holes and washers (if required) are positioned as required.		X	1705.2.1	☒		AISC 360 Table N5.6-2
ii. Joint brought to the snug- tight condition prior to the pretensioning operation.		X	1705.2.1	☐		AISC 360 Table N5.6-2
iii. Fastener component not turned by the wrench prevented from rotating.		X	1705.2.1	☐		AISC 360 Table N5.6-2
iv. Fasteners are pretensioned in accordance with the RCSC Specification, progressing systematically from the most rigid point toward the free edges.		X	1705.2.1	☐		AISC 360 Table N5.6-2
f. Inspection Tasks After Bolting			1705.2.1			AISC 360 Table N5.6-3
i. Document acceptance or rejection of bolted connections.	X		1705.2.1	☒		AISC 360 Table N5.6-3
g. Inspection of Steel Elements of Composite Construction Prior to Concrete Placement			1705.2.1			AISC 360 Table N6.1
i. Placement and installation of steel deck.	X		1705.2.1	☒		AISC 360 Table N6.1

INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BCNYS)	CONTINUOUS	PERIODIC	BCNYS REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ¹	COMMENTARY/NOTES and REFERENCE STANDARDS
ii. Placement and installation of steel headed stud anchors.	X		1705.2.1	☒		AISC 360 Table N6.1
iii. Document acceptance or rejection of steel elements	X		1705.2.1	☒		AISC 360 Table N6.1
2. Cold-Formed Steel Deck			1705.2.2			
a. Inspection or Execution Tasks prior to Deck Placement			1705.2.2			SDI QA/QC Table 1.1
i. Verify compliance of materials (deck and all deck accessories) with construction documents, including profiles, material properties, and base metal thickness.	X		1705.2.2	☒		SDI QA/QC Table 1.1
ii. Document acceptance or rejection of deck and deck accessories.	X		1705.2.2	☒		SDI QA/QC Table 1.1
b. Inspection or Execution Tasks after Deck Placement						SDI QA/QC Table 1.2
i. Verify compliance of deck and all deck accessories installation with construction documents.	X		1705.2.2	☒		SDI QA/QC Table 1.2
ii. Verify deck materials are represented by the mill certifications that comply with the construction documents.	X		1705.2.2	☒		SDI QA/QC Table 1.2
iii. Document acceptance or rejection of installation of deck and deck accessories.	X		1705.2.2	☒		SDI QA/QC Table 1.2
c. Inspection or Execution Tasks Prior to Welding			1705.2.2			SDI QA/QC Table 1.3
i. Welding Procedure Specifications (WPS) available.		X	1705.2.2	☒		SDI QA/QC Table 1.3
ii. Manufacturer certifications for welding consumables available		X	1705.2.2	☒		SDI QA/QC Table 1.3
iii. Material identification (type/grade).		X	1705.2.2	☒		SDI QA/QC Table 1.3
iv. Check welding equipment.		X	1705.2.2	☒		SDI QA/QC Table 1.3
d. Inspection or Execution Tasks during Welding			1705.2.2			SDI QA/QC Table 1.4
i. Use of qualified welders.		X	1705.2.2	☒		SDI QA/QC Table 1.4
ii. Control and handling of welding consumables.		X	1705.2.2	☒		SDI QA/QC Table 1.4

INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BCNYS)	CONTINUOUS	PERIODIC	BCNYS REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ¹	COMMENTARY/NOTES and REFERENCE STANDARDS
iii. Environmental conditions (wind speed, moisture, temperature).		X	1705.2.2	☒		SDI QA/QC Table 1.4
iv. Verify WPS followed.		X	1705.2.2	☒		SDI QA/QC Table 1.4
e. Inspection or Execution Tasks after Welding			1705.2.2			SDI QA/QC Table 1.5
i. Verify size and location of welds, including support, sidelap, and perimeter welds.	X		1705.2.2	☒		SDI QA/QC Table 1.5
ii. Welds meet visual acceptance criteria.	X		1705.2.2	☒		SDI QA/QC Table 1.5
iii. Verify repair activities.	X		1705.2.2	☒		SDI QA/QC Table 1.5
iv. Document acceptance or rejection of welds.	X		1705.2.2	☒		SDI QA/QC Table 1.5
f. Inspection or Execution Tasks prior to Mechanical Fastening			1705.2.2			SDI QA/QC Table 1.6
i. Manufacturer installation instructions available for mechanical fasteners.		X	1705.2.2	☒		SDI QA/QC Table 1.6
ii. Proper tools available for fastener installation.		X	1705.2.2	☒		SDI QA/QC Table 1.6
iii. Proper storage for mechanical fasteners.		X	1705.2.2	☒		SDI QA/QC Table 1.6
g. Inspection or Execution Tasks during Mechanical Fastening			1705.2.2			SDI QA/QC Table 1.7
i. Fasteners are positioned as required.		X	1705.2.2	☒		SDI QA/QC Table 1.7
ii. Fasteners are installed in accordance with manufacturer's instructions.		X	1705.2.2	☒		SDI QA/QC Table 1.7
h. Inspection or Execution Tasks after Mechanical Fastening			1705.2.2			SDI QA/QC Table 1.8
i. Check spacing, type, and installation of support fasteners.	X		1705.2.2	☒		SDI QA/QC Table 1.8
ii. Check spacing, type, and installation of sidelap fasteners.	X		1705.2.2	☒		SDI QA/QC Table 1.8
iii. Check spacing, type, and installation of perimeter fasteners.	X		1705.2.2	☒		SDI QA/QC Table 1.8
iv. Verify repair activities.	X		1705.2.2	☒		SDI QA/QC Table 1.8
v. Document acceptance or rejection of mechanical fasteners.	X		1705.2.2	☒		SDI QA/QC Table 1.8
3. Open-Web Steel Joists			1705.2.3			

INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BCNYS)	CONTINUOUS	PERIODIC	BCNYS REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ¹	COMMENTARY/NOTES and REFERENCE STANDARDS
and Joist Girders						
a. Installation of open-web steel joists and joist girders		X	Table 1705.2.3	☐		
i. End connections – welded or bolted.		X	Table 1705.2.3	☐		SJI Specifications listed in Section 2207.1.
ii. Bridging – Horizontal or diagonal.		X	Table 1705.2.3	☐		
a. Standard bridging.		X	Table 1705.2.3	☐		SJI Specifications listed in Section 2207.1.
b. Bridging that differs from the SJI specifications listed in Section 2207.1		X	Table 1705.2.3	☐		
4. Cold-Formed Steel Trusses spanning 60 feet or Greater		X	1705.2.4	☐		The Special Inspector shall verify that the temporary restraint/bracing and the permanent individual truss member restraint/bracing are installed in accordance with the approved truss submittal package.
C. Concrete Construction			1705.3			
1. Inspect reinforcement, including prestressing tendons, and verify placement.		X	Table 1705.3	☒		ACI 318 Ch. 20, 25.2, 25.3, 26.6.1-26.6.3 IBC 1908.4
2 Reinforcing Bar Welding:		X	Table 1705.3 1705.3.1	☒		AWS D1.4, ACI 318: 26.6.4
a. Verify weldability of reinforcing bars other than ASTM A706:		X	Table 1705.3	☐		AWS D1.4 ACI 318: 26.6.4
b. Inspect single pass fillet welds, maximum 5/16"; and		X	Table 1705.3	☐		AWS D1.4 ACI 318: 26.6.4
c. Inspect all other welds	X		Table 1705.3	☐		AWS D1.4 ACI 318: 26.6.4
3. Inspect anchors cast in concrete.		X	Table 1705.3	☒		ACI 318: 17.8.2
4. Inspect anchors post- installed in hardened concrete members.		X	Table 1705.3	☒		
a. Adhesive anchors installed in horizontally or upwardly inclined orientations to resist sustained tension loads.	X		Table 1705.3	☒		ACI 318: 17.8.2.4
b. Mechanical anchors and adhesive anchors not defined in item 4a.		X	Table 1705.3	☒		ACI 318: 17.8.2
5. Verify use of required		X	Table 1705.3	☒		ACI 318: Ch. 19, 26.4.3, 26.4.4

INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BCNYS)	CONTINUOUS	PERIODIC	BCNYS REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ¹	COMMENTARY/NOTES and REFERENCE STANDARDS
design mix						IBC 1904.1, 1904.2, 1908.2, 1908.3
6. Prior to concrete placement, fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of concrete.	X		Table 1705.3	☒		ASTM C172, ASTM C31; ACI 318: 26.4, 26.12; IBC 1908.10
7. Inspect concrete and shotcrete placement for proper application techniques.	X		Table 1705.3	☒		ACI 318: 26.5; IBC 1908.6, 1908.7, 1908.8
8. Verify maintenance of specified curing temperature and techniques.		X	Table 1705.3	☒		ACI 318: 26.5.3-26.5.5 IBC: 1908.9
9. Inspect Prestressed concrete for:			Table 1705.3			
a. Application of prestressing forces; and	X		Table 1705.3	☐		ACI 318: 26.10
b. Grouting of bonded prestressing tendons	X		Table 1705.3	☐		ACI 318: 26.10
10. Inspect erection of precast concrete members		X	Table 1705.3	☐		ACI 318: Ch. 26.8
11. Verify in-situ concrete strength, prior to stressing tendons in post-tensioned concrete and prior to removal of shores and forms from beams and structural slabs.		X	Table 1705.3	☐		ACI 318: 26.11.2
12. Inspect formwork for shape, location and dimensions of the concrete member being formed.		X	Table 1705.3	☒		
D. Masonry Construction (Check LA, LB or LC below) ☐ LA = Level A Quality Assurance ☐ LB = Level B Quality Assurance ☐ LC = Level C Quality Assurance			1705.4			TMS 402/ACI530/ASCE5 TMS 602/ACI530.1/ASCE6
Level A Quality Assurance: Minimum Verification						
A1. Prior to construction, verify certificates of		X		☐		TMS 402/ACI530/ASCE5 Table 3.1.1

INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BCNYS)	CONTINUOUS	PERIODIC	BCNYS REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ¹	COMMENTARY/NOTES and REFERENCE STANDARDS
compliance used in masonry construction.						
Level B Quality Assurance: Minimum Special Inspections						
B1. Verify Compliance with approved submittals.		X		☐		TMS 402/ACI530/ASCE5 Table 3.1.2
B2: As masonry construction begins, verify that the following are in compliance:						TMS 402/ACI530/ASCE5 Table 3.1.2
B2a: Proportions of site- prepared mortar.		X		☐		TMS 402/ACI530/ASCE5 Table 3.1.2
B2b: Construction of Mortar Joints.		X		☐		TMS 402/ACI530/ASCE5 Table 3.1.2
B2c: Grade and size of prestressing tendons and anchorage.		X		☐		TMS 402/ACI530/ASCE5 Table 3.1.2
B2d: Location of reinforcement, connectors, and prestressing tendons and anchorage.		X		☐		TMS 402/ACI530/ASCE5 Table 3.1.2
B2e: Prestressing technique.		X		☐		TMS 402/ACI530/ASCE5 Table 3.1.2
B2f: Properties of thin bed mortar for AAC masonry.	X	X		☐		TMS 402/ACI530/ASCE5 Table 3.1.2 Continuous inspection required for the first 5000sf of AAC Masonry, Periodic inspection is required after the first 5000sf of AAC masonry.
B3. Prior to grouting, verify that the following are in compliance:		X		☐		TMS 402/ACI530/ASCE5 Table 3.1.2
B3a: Grout space.		X		☐		TMS 402/ACI530/ASCE5 Table 3.1.2
B3b: Grade, type, and size of reinforcement and anchor bolts, and prestressing tendons and anchorage.		X		☐		TMS 402/ACI530/ASCE5 Table 3.1.2
B3c: Placement of reinforcement, connectors, and prestressing tendons and anchorage.		X		☐		TMS 402/ACI530/ASCE5 Table 3.1.2
B3d: Proportions of site- prepared grout for bonded tendons.		X		☐		TMS 402/ACI530/ASCE5 Table 3.1.2
B3e: Construction of mortar joints.		X		☐		TMS 402/ACI530/ASCE5 Table 3.1.2
B4: Verify during construction:		X				TMS 402/ACI530/ASCE5 Table 3.1.2

INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BCNYS)	CONTINUOUS	PERIODIC	BCNYS REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ¹	COMMENTARY/NOTES and REFERENCE STANDARDS
B4a: Size and location of structural elements.		X		☐		TMS 402/ACI530/ASCE5 Table 3.1.2
B4b: Type, size and location of anchors, including other details of anchorage of masonry to structural members, frames, or other construction.		X		☐		TMS 402/ACI530/ASCE5 Table 3.1.2
B4c: Welding of reinforcement.	X			☐		TMS 402/ACI530/ASCE5 Table 3.1.2
B4d: Preparation, construction, and protection of masonry during cold weather (temperature below 40dF) or hot weather (temperature above 90dF)		X		☐		TMS 402/ACI530/ASCE5 Table 3.1.2
B4e: Application and measurement of prestressing force.	X			☐		TMS 402/ACI530/ASCE5 Table 3.1.2
B4f: Placement of grout and prestressing grout for bonded tendons is in compliance.	X			☐		TMS 402/ACI530/ASCE5 Table 3.1.2
B4g: Placement of AAC masonry units and construction of thin-bed mortar joints.	X	X		☐		TMS 402/ACI530/ASCE5 Table 3.1.2 Continuous inspection required for the first 5000sf of AAC Masonry, Periodic inspection is required after the first 5000sf of AAC masonry.
B5: Observe preparation of grout specimens, mortar specimens, and/or prisms.		X		☐		TMS 402/ACI530/ASCE5 Table 3.1.2
Minimum Tests						
B6: Verification of Slump flow and Visual Stability Index (VSI) as delivered to the project site in accordance with Specification Article 1.5B1.b.3 for self-consolidating grout.				☐		TMS 402/ACI530/ASCE5 Table 3.1.2
B7: Verification of f'm and f'aac in accordance with Specification Article 1.4B prior to construction, except where specifically exempted by this Code.				☐		TMS 402/ACI530/ASCE5 Table 3.1.2
Level C Quality Assurance: Minimum Special Inspections						
C1. Verify compliance with		X		☐		TMS 402/ACI530/ASCE5

INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BCNYS)	CONTINUOUS	PERIODIC	BCNYS REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP)¹	COMMENTARY/NOTES and REFERENCE STANDARDS
the approved submittals.						Table 3.1.3
C2. Verify that the following are in compliance:						TMS 402/ACI530/ASCE5 Table 3.1.3
C2a. Proportions of site mixed mortar, grout and prestressing grout for bonded tendons.		X		☐		TMS 402/ACI530/ASCE5 Table 3.1.3
C2b. Grade, type, and size of reinforcement and anchor bolts, and prestressing tendons and anchorages.		X		☐		TMS 402/ACI530/ASCE5 Table 3.1.3
C2c. Placement of masonry units and construction of mortar joints.		X		☐		TMS 402/ACI530/ASCE5 Table 3.1.3
C2d. Placement of reinforcement, connectors, and prestressing tendons and anchorage.	X			☐		TMS 402/ACI530/ASCE5 Table 3.1.3
C2e. Grout spacing prior to grouting.	X			☐		TMS 402/ACI530/ASCE5 Table 3.1.3
C2f. Placement of grout and prestressing grout for bonded tendons.	X			☐		TMS 402/ACI530/ASCE5 Table 3.1.3
C2g. Size and location of structural elements.		X		☐		TMS 402/ACI530/ASCE5 Table 3.1.3
C2h. Type, size, and location of anchors including other details of anchorage of masonry to structural members, frames, or other construction.	X			☐		TMS 402/ACI530/ASCE5 Table 3.1.3
C2i. Welding of reinforcement.	X			☐		TMS 402/ACI530/ASCE5 Table 3.1.3
C2j. Preparation, construction, and protection of masonry during cold weather (temperature below 40dF) or hot weather (temperature above 90dF).		X		☐		TMS 402/ACI530/ASCE5 Table 3.1.3
C2k. Application and measurement of prestressing force.	X			☐		TMS 402/ACI530/ASCE5 Table 3.1.3
C2l. Placement of AAC masonry units and construction of thin-bed mortar joints.	X			☐		TMS 402/ACI530/ASCE5 Table 3.1.3
C2m. Properties of thin-bed mortar for AAC masonry.	X			☐		TMS 402/ACI530/ASCE5 Table 3.1.3
C3. Observe preparation of grout specimens, mortar	X			☐		TMS 402/ACI530/ASCE5 Table 3.1.3

INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BCNYS)	CONTINUOUS	PERIODIC	BCNYS REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ¹	COMMENTARY/NOTES and REFERENCE STANDARDS
specimens, and/or prisms.						
Minimum Tests						
D1. Verification of f'm and f'AAC in accordance with Specification Article 1.4B prior to construction and for every 5,000sf during construction.				☐		TMS 402/ACI530/ASCE5 Table 3.1.3
D2. Verification of proportions of materials in premixed or preblended mortar, prestressing grout, and grout other than self-consolidating grout, as delivered to the project site.				☐		TMS 402/ACI530/ASCE5 Table 3.1.3
D3. Verification of Slump flow and Visual Stability Index (VSI) as delivered to the project site in accordance with Specification Article 1.5B.1.b.3 for self-consolidating grout.				☐		TMS 402/ACI530/ASCE5 Table 3.1.3
E. Wood Construction			1705.5			
1. High Load Diaphragms		X	1705.5.1	☐		
2. Metal Plate Connected Wood Trusses spanning 60 feet or Greater		X	1705.5.2	☐		
F. Soils			1705.6			
1. Verify materials below shallow foundations are adequate to achieve the design bearing capacity.		X	Table 1705.6	☒		
2. Verify excavations are extended to a proper depth and have reached proper material.		X	Table 1705.6	☒		
3. Perform classification and testing of compacted fill materials.		X	Table 1705.6	☒		
4. Verify use of proper materials, densities and lift thicknesses during placement and compaction of compacted fill.	X		Table 1705.6	☒		
5. Prior to placement of compacted fill, inspect subgrade and verify that site has been prepared properly.		X	Table 1705.6	☒		

INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BCNYS)	CONTINUOUS	PERIODIC	BCNYS REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ¹	COMMENTARY/NOTES and REFERENCE STANDARDS
G. Driven Deep Foundations			1705.7			
1. Verify element materials, sizes and lengths, comply with the requirements.	X		Table 1705.7	☐		
2. Determine capacities of test elements and conduct additional load tests, as required.	X		Table 1705.7	☐		
3. Inspect driving operations and maintain complete and accurate records for each elements.	X		Table 1705.7	☐		
4. Verify placement locations and plumbness, confirm type and size of hammer, record number of blows per foot of penetration, determine required penetrations to achieve design capacity, record tip and butt elevations and document any damage to foundation element.	X		Table 1705.7	☐		
5. For steel elements, perform additional special inspections in accordance with Section 1705.2.	-	-	Table 1705.7	☐		
6. For concrete elements and concrete-filled elements, perform tests and additional special inspections in accordance with Section 1705.3.	-	-	Table 1705.7	☐		
7. For specialty elements, perform additional inspections as determined by the registered design professional in responsible charge.	-	-	Table 1705.7	☐		
H. Cast-in-place Deep Foundations			1705.8			
1. Inspect drilling operations and maintain complete and accurate records for each element.	X		Table 1705.8	☐		
2. Verify placement locations and plumbness, confirm element diameters, bell diameters (if applicable), lengths, embedment into	X		Table 1705.8	☐		

INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BCNYS)	CONTINUOUS	PERIODIC	BCNYS REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ¹	COMMENTARY/NOTES and REFERENCE STANDARDS
bedrock (if applicable) and adequate end-bearing strata capacity. Record concrete or grout volumes.						
3. For concrete elements, perform tests and additional special inspections in accordance with Section 1705.3.	-	-	Table 1705.8	☐		
I. Helical Pile Foundations	X		1705.9			
J. Fabricated Items			1704.2.5 1705.10			Where fabrication of structural, load-bearing, or lateral load resisting members or assemblies is being conducted on the premises of a fabricators shop
1. Structural Steel		X		☐		
2. Steel Joists		X		☐		
3. Precast Concrete		X		☐		
4. Wood Construction		X		☐		
K. Special Inspections for Wind Resistance			1705.11			RDP to identify the main windforce-resisting systems and wind-resisting components that are subject to special inspection per BCNYS Section 1704.3.3.
1. Structural Wood	X	X	1705.11.1	☐		Inspection frequency varies depending on element inspectio type.
2. Cold Formed steel light framed Construction		X	1705.11.2	☐		
3. Wind-resisting Components		X	1705.11.3	☒		
L. Special Inspections for Seismic Resistance			1705.12			RDP to identify the designated seismic systems and seismic force-resisting systems that are subject to special inspection per BCNYS Section 1704.3.2.
1. Structural Steel		X	1705.12.1	☐		AISC 341 Section J
2. Structural Wood	X	X	1705.12.2	☐		Inspection frequency varies depending on element inspectio type.
3. Cold Formed steel light framed Construction		X	1705.12.3	☐		
4. Designated seismic systems	X	X	1705.12.4	☐		ASCE 7 Section 13.2.2 Insepction frequency may vary based on project specific SDC.
5. Architectural Components		X	1705.12.5	☐		
6. Plumbing, Mechanical, and Electrical Components		X	1705.12.6	☐		

INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BCNYS)	CONTINUOUS	PERIODIC	BCNYS REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ¹	COMMENTARY/NOTES and REFERENCE STANDARDS
7. Storage Racks		X	1705.12.7	☐		
8. Seismic Isolation Systems		X	1705.12.8	☐		
9. Cold Formed steel special bolted moment frames		X	1705.12.9	☐		
M. Testing for Seismic Resistance			1705.13			
1. Structural Steel		X	1705.13.1	☐		
2. Nonstructural Components		X	1705.13.2	☐		
3. Designated Seismic Systems		X	1705.13.3	☐		
4. Seismic Isolation Systems		X	1705.13.4	☐		
N. Sprayed Fire-Resistant Materials			1705.14			
1. Physical and visual tests		X	1705.14.1	☐		
2. Structural Member Surface Conditions		X	1705.14.2	☐		
3. Application		X	1705.14.3	☐		
4. Thickness		X	1705.14.4	☐		
5. Density		X	1705.14.5	☐		
6. Bond Strength		X	1705.14.6	☐		
O. Mastic and Intumescent Fire-Resistant Coatings		X	1705.15	☐		
P. Exterior Insulation and Finish Systems (EIFS)			1705.16			
1. Exterior Insulation and Finish Systems (EIFS)		X	1705.16	☐		
2. Water Resistive Barrier Coating		X	1705.16.1	☐		
Q. Fire-Resistant Penetration and Joints			1705.17			
1. Penetration Firestops		X	1705.17.1	☐		
2. Fire-resistant joint systems		X	1705.17.2	☐		
R. Testing for Smoke Contro			1705.18			
1. Testing Scope		X	1705.18.1	☐		
2. Qualifications		X	1705.18.2	☐		
S. Additional Special Inspections/Tests			The registered design professional of record shall identify if additional tests and inspection defined by BC Section 1705.1.1 are required and provide specific requirements below.			
1.	☐	☐		☐		
2.	☐	☐		☐		
3.	☐	☐		☐		
4.	☐	☐		☐		
5.	☐	☐		☐		

INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BCNYS)	CONTINUOUS	PERIODIC	BCNYS REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ¹	COMMENTARY/NOTES and REFERENCE STANDARDS
6.	☐	☐		☐		
7.	☐	☐		☐		
8.	☐	☐		☐		
9.	☐	☐		☐		
10.	☐	☐		☐		

NOTES:

1. RDP to provide reference specification section detailing the requirements for inspections and/or tests and other clarifying notes, as necessary.

SECTION 014200 – REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect

as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AA	Aluminum Association, Inc. (The) www.aluminum.org	(703) 358-2960
AAADM	American Association of Automatic Door Manufacturers www.aaadm.com	(216) 241-7333
AABC	Associated Air Balance Council www.aabchq.com	(202) 737-0202
AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
AASHTO	American Association of State Highway and Transportation Officials www.transportation.org	(202) 624-5800
AATCC	American Association of Textile Chemists and Colorists www.aatcc.org	(919) 549-8141
ABMA	American Bearing Manufacturers Association www.abma-dc.org	(202) 367-1155
ACI	American Concrete Institute	(248) 848-3700

www.concrete.org

AEIC	Association of Edison Illuminating Companies, Inc. (The) www.aeic.org	(205) 257-2530
AF&PA	American Forest & Paper Association www.afandpa.org	(800) 878-8878 (202) 463-2700
AGA	American Gas Association www.aga.org	(202) 824-7000
AGC	Associated General Contractors of America (The) www.agc.org	(703) 548-3118
AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
ALSC	American Lumber Standard Committee, Incorporated www.alsc.org	(301) 972-1700
AMCA	Air Movement and Control Association International, Inc. www.amca.org	(847) 394-0150
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
ARI	Air-Conditioning & Refrigeration Institute www.ari.org	(703) 524-8800
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)	
ASHRAE	American Society of Heating, Refrigerating and Air- Conditioning Engineers www.ashrae.org	(800) 527-4723 (404) 636-8400
ASME	ASME International (American Society of Mechanical Engineers International) www.asme.org	(800) 843-2763 (973) 882-1170

ASSE	American Society of Sanitary Engineering www.asse-plumbing.org	(440) 835-3040
ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9500
AWCI	Association of the Wall and Ceiling Industry www.awci.org	(703) 534-8300
AWCMA	American Window Covering Manufacturers Association (Now WCMA)	
AWI	Architectural Woodwork Institute www.awinet.org	(571) 323-3636
AWPA	American Wood Protection Association (Formerly: American Wood Preservers' Association) www.awpa.com	(205) 733-4077
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association www.awwa.org	(800) 926-7337 (303) 794-7711
BHMA	Builders Hardware Manufacturers Association www.buildershardware.com	(212) 297-2122
BICSI	BICSI, Inc. www.bicsi.org	(800) 242-7405 (813) 979-1991
CCC	Carpet Cushion Council www.carpetcushion.org	(610) 527-3880
CEA	Consumer Electronics Association www.ce.org	(866) 858-1555 (703) 907-7600
CIMA	Cellulose Insulation Manufacturers Association www.cellulose.org	(888) 881-2462 (937) 222-2462
CISCA	Ceilings & Interior Systems Construction Association www.cisca.org	(630) 584-1919
CISPI	Cast Iron Soil Pipe Institute www.cispi.org	(423) 892-0137
CLFMI	Chain Link Fence Manufacturers Institute www.chainlinkinfo.org	(301) 596-2583
CRRC	Cool Roof Rating Council	(866) 465-2523

	www.coolroofs.org	(510) 485-7175
CPA	Composite Panel Association www.pbmdf.com	(301) 670-0604
CPPA	Corrugated Polyethylene Pipe Association www.cppa-info.org	(800) 510-2772 (202) 462-9607
CRI	Carpet and Rug Institute (The) www.carpet-rug.com	(800) 882-8846 (706) 278-3176
CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(847) 517-1200
CSA	CSA International (Formerly: IAS - International Approval Services) www.csa-international.org	(866) 797-4272 (416) 747-4000
CSI	Cast Stone Institute www.caststone.org	(717) 272-3744
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute) www.cti.org	(281) 583-4087
DHI	Door and Hardware Institute www.dhi.org	(703) 222-2010
EIA	Electronic Industries Alliance www.eia.org	(703) 907-7500
EJMA	Expansion Joint Manufacturers Association, Inc. www.ejma.org	(914) 332-0040
ESD	ESD Association (Electrostatic Discharge Association) www.esda.org	(315) 339-6937
ETL SEMCO	Intertek ETL SEMCO (Formerly: ITS - Intertek Testing Service NA) www.intertek.com	(800) 967-5352
FM Approvals	FM Approvals LLC www.fmglobal.com	(781) 762-4300
FM Global	FM Global (Formerly: FMG - FM Global) www.fmglobal.com	(401) 275-3000

FMRC	Factory Mutual Research (Now FM Global)	
FSA	Fluid Sealing Association www.fluidsealing.com	(610) 971-4850
FSC	Forest Stewardship Council www.fsc.org	49 228 367 66 0
GA	Gypsum Association www.gypsum.org	(202) 289-5440
GANA	Glass Association of North America www.glasswebsite.com	(785) 271-0208
GRI	(Part of GSI)	
GS	Green Seal www.greenseal.org	(202) 872-6400
GSI	Geosynthetic Institute www.geosynthetic-institute.org	(610) 522-8440
HI	Hydraulic Institute www.pumps.org	(973) 267-9700
HI	Hydronics Institute www.gamanet.org	(908) 464-8200
IAS	International Approval Services (Now CSA International)	
ICEA	Insulated Cable Engineers Association, Inc. www.icea.net	(770) 830-0369
ICRI	International Concrete Repair Institute, Inc. www.icri.org	(847) 827-0830
IEC	International Electrotechnical Commission www.iec.ch	41 22 919 02 11
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org	(212) 419-7900
IESNA	Illuminating Engineering Society of North America www.iesna.org	(212) 248-5000
IENT	Institute of Environmental Sciences and Technology www.ient.org	(847) 255-1561

IGCC	Insulating Glass Certification Council www.igcc.org	(315) 646-2234
IGMA	Insulating Glass Manufacturers Alliance www.igmaonline.org	(613) 233-1510
ISO	International Organization for Standardization www.iso.ch	41 22 749 01 11
	Available from ANSI www.ansi.org	(202) 293-8020
ISSFA	International Solid Surface Fabricators Association www.issfa.net	(877) 464-7732 (702) 567-8150
ITS	Intertek Testing Service NA (Now ETL SEMCO)	
ITU	International Telecommunication Union www.itu.int/home	41 22 730 51 11
LMA	Laminating Materials Association (Now part of CPA)	
LPI	Lightning Protection Institute www.lightning.org	(800) 488-6864
MFMA	Metal Framing Manufacturers Association, Inc. www.metalframingmfg.org	(312) 644-6610
MH	Material Handling (Now MHIA)	
MHIA	Material Handling Industry of America www.mhia.org	(800) 345-1815 (704) 676-1190
MIA	Marble Institute of America www.marble-institute.com	(440) 250-9222
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc. www.mss-hq.com	(703) 281-6613
NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org	(630) 942-6591
NACE	NACE International (National Association of Corrosion Engineers International) www.nace.org	(800) 797-6623 (281) 228-6200
NADCA	National Air Duct Cleaners Association	(202) 737-2926

	www.nadca.com	
NAIMA	North American Insulation Manufacturers Association www.naima.org	(703) 684-0084
NCMA	National Concrete Masonry Association www.ncma.org	(703) 713-1900
NCTA	National Cable & Telecommunications Association www.ncta.com	(202) 775-2300
NEBB	National Environmental Balancing Bureau www.nebb.org	(301) 977-3698
NECA	National Electrical Contractors Association www.necanet.org	(301) 657-3110
NeLMA	Northeastern Lumber Manufacturers' Association www.nelma.org	(207) 829-6901
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NETA	InterNational Electrical Testing Association www.netaworld.org	(888) 300-6382 (269) 488-6382
NFPA	NFPA (National Fire Protection Association) www.nfpa.org	(800) 344-3555 (617) 770-3000
NFRC	National Fenestration Rating Council www.nfrc.org	(301) 589-1776
NGA	National Glass Association www.glass.org	(866) 342-5642 (703) 442-4890
NHLA	National Hardwood Lumber Association www.natlhardwood.org	(800) 933-0318 (901) 377-1818
NLGA	National Lumber Grades Authority www.nlga.org	(604) 524-2393
NOMMA	National Ornamental & Miscellaneous Metals Association www.nomma.org	(888) 516-8585
NRCA	National Roofing Contractors Association www.nrca.net	(800) 323-9545 (847) 299-9070
NRMCA	National Ready Mixed Concrete Association www.nrmca.org	(888) 846-7622 (301) 587-1400

NSF	NSF International (National Sanitation Foundation International) www.nsf.org	(800) 673-6275 (734) 769-8010
NSSGA	National Stone, Sand & Gravel Association www.nssga.org	(800) 342-1415 (703) 525-8788
NTMA	National Terrazzo & Mosaic Association, Inc. (The) www.ntma.com	(800) 323-9736 (540) 751-0930
OPL	Omega Point Laboratories, Inc. (Now ITS)	
PDCA	Painting & Decorating Contractors of America www.pdca.com	(800) 332-7322 (314) 514-7322
PDI	Plumbing & Drainage Institute www.pdionline.org	(800) 589-8956 (978) 557-0720
RCSC	Research Council on Structural Connections www.boltcouncil.org	
RFCI	Resilient Floor Covering Institute www.rfci.com	(301) 340-8580
SAE	SAE International www.sae.org	(877) 606-7323 (724) 776-4841
SDI	Steel Deck Institute www.sdi.org	(847) 458-4647
SDI	Steel Door Institute www.steeldoor.org	(440) 899-0010
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)	
SGCC	Safety Glazing Certification Council www.sgcc.org	(315) 646-2234
SIA	Security Industry Association www.siaonline.org	(866) 817-8888 (703) 683-2075
SIGMA	Sealed Insulating Glass Manufacturers Association (Now IGMA)	
SJI	Steel Joist Institute www.steeljoist.org	(843) 626-1995
SMA	Screen Manufacturers Association	(561) 533-0991

	www.smacentral.org	
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association www.smacna.org	(703) 803-2980
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division) www.sprayfoam.org	(800) 523-6154
SPIB	Southern Pine Inspection Bureau (The) www.spib.org	(850) 434-2611
SPRI	Single Ply Roofing Industry www.spri.org	(781) 647-7026
SSINA	Specialty Steel Industry of North America www.ssina.com	(800) 982-0355 (202) 342-8630
SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(877) 281-7772 (412) 281-2331
STI	Steel Tank Institute www.steeltank.com	(847) 438-8265
SWRI	Sealant, Waterproofing, & Restoration Institute www.swrionline.org	(816) 472-7974
TCA	Tile Council of America, Inc. (Now TCNA)	
TCNA	Tile Council of North America, Inc. www.tileusa.com	(864) 646-8453
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance www.tiaonline.org	(703) 907-7700
TMS	The Masonry Society www.masonrysociety.org	(303) 939-9700
UL	Underwriters Laboratories Inc. www.ul.com	(877) 854-3577 (847) 272-8800
UNI	Uni-Bell PVC Pipe Association www.uni-bell.org	(972) 243-3902
USGBC	U.S. Green Building Council www.usgbc.org	(800) 795-1747

- C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

IAPMO	International Association of Plumbing and Mechanical Officials www.iapmo.org	(909) 472-4100
ICC	International Code Council www.iccsafe.org	(888) 422-7233
ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543
NYSBC	New York State Building Code (See ICC)	

- D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CE	Army Corps of Engineers www.usace.army.mil	(202) 761-0011
CPSC	Consumer Product Safety Commission www.cpsc.gov	(800) 638-2772 (301) 504-7923
DOC	Department of Commerce www.commerce.gov	(202) 482-2000
DOD	Department of Defense http://dodssp.daps.dla.mil	(215) 697-6257
DOE	Department of Energy www.energy.gov	(202) 586-9220
EPA	Environmental Protection Agency www.epa.gov	(202) 272-0167
FAA	Federal Aviation Administration www.faa.gov	(866) 835-5322
FCC	Federal Communications Commission www.fcc.gov	(888) 225-5322
NIST	National Institute of Standards and Technology www.nist.gov	(301) 975-6478
OSHA	Occupational Safety & Health Administration	(800) 321-6742

TSA Transportation Security Administration

Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA) Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities Available from U.S. Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080
CFR	Code of Federal Regulations Available from Government Printing Office www.gpoaccess.gov/cfr/index.html	(866) 512-1800 (202) 512-1800
DOD	Department of Defense Military Specifications and Standards Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	(215) 697-2664
DSCC	Defense Supply Center Columbus (See FS)	
FED-STD	Federal Standard (See FS)	
FS	Federal Specification Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil Available from Defense Standardization Program www.dps.dla.mil Available from General Services Administration www.gsa.gov Available from National Institute of Building Sciences www.wbdg.org/ccb	(215) 697-2664 (202) 619-8925 (202) 289-7800
FTMS	Federal Test Method Standard (See FS)	
MIL	(See MILSPEC)	
MIL-STD	(See MILSPEC)	
MILSPEC	Military Specification and Standards Available from Department of Defense Single Stock Point	(215) 697-2664

<http://dodssp.daps.dla.mil>

UFAS Uniform Federal Accessibility Standards
Available from Access Board
www.access-board.gov

(800) 872-2253
(202) 272-0080

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Division 01 Section "Summary" for work restrictions and limitations on utility interruptions.

1.3 GENERAL DESCRIPTION

- A. Provide all items in this section, which are not specifically assigned to another Contractor. Contractor shall provide all construction facilities and temporary controls needed for the safe and proper execution of its work which is not provided for in his section.
- B. Contractor is required to provide construction facilities and temporary controls shall keep them operational for a period of time fifteen minutes before the established starting time of that trade which starts work earliest in the morning to fifteen minutes after the established quitting time of that trade which stops work latest in the evening, Monday through Friday inclusive.
- C. Contractor is required to provide construction facilities and temporary controls shall install them as soon after award of the Contract as necessary to enable the Work to proceed in accordance with the Progress Schedule. The construction facilities and temporary controls shall be extended as required to keep up with the job progress and maintained until completion of the project unless otherwise directed in writing by the Engineer.
- D. Contractor who requires extensions to the construction facilities and temporary controls specified to be provided by another Contractor, or requires them at times other than those specified, shall provide and maintain them at their own cost.

1.4 USE CHARGES

- A. General: Installation and removal of temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and

facilities without cost, including, but not limited to Engineer, Construction Manager, testing agencies, and authorities having jurisdiction.

- B. Water Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service and Data from Existing System: Electric power and Data from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.5 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- D. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.
 - 1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.
 - 2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
 - 3. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
- E. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:
 - 1. Locations of dust-control partitions at each phase of work.
 - 2. HVAC system isolation schematic drawing.
 - 3. Location of proposed air-filtration system discharge.
 - 4. Waste handling procedures.
 - 5. Other dust-control measures.

1.6 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Engineerural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

1.7 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

1.8 TEMPORARY LIGHT AND POWER

- A. Contractor shall provide, within 20 days from the Notice to Proceed, temporary power to the work area as follows:
 - 1. Provide temporary electric power for the construction sites: as required by all Contractors. Submit a distribution diagram for site coverage to the Engineer for review. Provide for multiple panel locations.
 - 2. Minimum 100A, 120/240V, single phase service, per site.
 - 3. Minimum eight (8) GFCI protected 20A rated receptacles available at the temporary pole and sub-poles. Provide connections for office trailers. Provide additional GFCI protected 20A rated receptacles at other areas as required for the particular site.
 - 4. When the structure is enclosed, causing darkness in certain areas, provide temporary lighting in the form of wiring, bulbs, guards, hard wired into the panel. Make power (120V) available to all trades from any point in the structure for maximum distance of 75 feet.
 - 5. Energize and utilize permanent power equipment and distribution for temporary requirements as soon as construction activities permit. Terminate temporary power facilities as soon as possible after permanent facilities are utilized for the temporary electric. Maintain and transfer temporary power for office trailers as required to completion of all work.
 - 6. Contractor shall pay for all materials, equipment, connection fees, and utility charges for installing and retiring the temporary services.
 - 7. Contractor shall furnish and install temporary poles as required at various locations on site.

8. Contractor shall maintain lighting levels in publicly occupied areas of the building to a minimum of 20 foot candles per square feet
 9. Verify with the Construction Manager where to set up the various temporary electrical systems for temporary electric for the construction activity sites.
- B. Contractor shall:
1. Provide and maintain temporary extensions and equipment, required for work.
 2. Provide larger lamps required for work, but do not exceed rated capacity of any circuit or feeder.
 3. Provide flashlights or electric lanterns not requiring use of temporary light system for own employees in building after regular working hours.
 4. Provide new materials for temporary light and power, except that transformers need not be new if they are in satisfactory operating condition.
 5. Provide ground-fault protection (such as portable plug-in type ground-fault circuit-interrupters) on single phase 15 and 20 ampere receptacle outlets which are used by own personnel.
 6. Provide receptacle outlets, portable cord connectors and attachment plugs with standard NEMA configurations.
 7. Install all temporary light and power materials in accordance with National Electric Code.
 8. Upon completion of the project remove all temporary electric light and power work and restore all affected finishes and connections.

1.9 TEMPORARY HEATING AND VENTILATING

- A. Contractor shall provide and pay for temporary heat and ventilation to maintain the approved Progress Schedule and to protect the various materials and assemblies from damage throughout the duration of the project.
- B. Temporary Heat and/or Ventilation shall be provided from systems other than the permanent equipment and as approved by the Engineer.
- C. Provide and pay for heating devices and heat as needed to maintain specified conditions for construction operations.
- D. Prior to operation of permanent equipment for temporary heating purposes, verify installation is approved for operation, equipment is lubricated and filters are in place. Provide and pay for operation, maintenance, and regular replacement of filters and worn or consumed parts.

- E. Maintain minimum ambient temperature of 40 degrees F in areas where construction is in progress, unless indicated otherwise in product sections.
- F. Ventilate enclosed areas to achieve curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

1.10 TEMPORARY WATER

- A. Contractor shall install the temporary water service to the work area within 5 days of the request of the Construction Manager. This service shall be taken from a location near the project site subject to the approval of the Engineer and shall be complete with a backflow prevention device and shall be positioned and prepared to be used as the temporary water for use by all trades for the project. Contractor shall be responsible for the costs of all material, labor, and shall reposition and re-pipe the service as the system changes to the permanent installation. Contractor shall be responsible for protection from damage and vandalism for all equipment until final acceptance of the project.

1.11 TEMPORARY SANITARY FACILITIES

- A. Contractor shall provide, install and maintain toilet accommodations one per twelve in the number required for use by for all the multiple project prime Contractor's personnel employed or engaged in the work, which facilities shall meet any and all requirements of law, rule or regulation. Contractor shall remove such facilities at the completion of the work or at such earlier time as the Construction Manager may direct.
- B. Such facilities shall be of a chemical type, at locations approved by the Construction Manager, and shall be maintained in a sanitary condition at all times. In all permanent toilet rooms, all plumbing fixtures and room finish shall, upon completion of the work, be free from any damage, defacement or other defects. The cost of any necessary repair or replacement shall be borne by the Contractor.

1.12 TEMPORARY FIRST AID FACILITIES

- A. Contractor shall:
 - 1. Provide at the site and make available to all workers medical supplies and equipment necessary to render first aid.
 - 2. Post at Contractor's job site telephone the emergency telephone numbers for doctor, hospital, ambulance service, police and fire fighting services.

1.13 TEMPORARY FIRE PROTECTION

- A. Contractor shall:

1. Take all precautions necessary to prevent fires, coordinate with local Fire Department.
2. Fuel for cutting and heating torches shall be contained in Underwriters Laboratory approved containers.
3. Furnish and maintain a 20 pound capacity, dry chemical type fire extinguisher in the immediate vicinity where welding tools or torches of any type are in use.
4. Flammable liquids other than those specified shall not be used within a building without the written approval of the Engineer.
5. Tarpaulins shall be flameproof and shall be securely anchored when attached to scaffolding or when used to enclose any portion of a building.

1.14 TEMPORARY ENCLOSURES

A. Contractor shall provide:

1. Temporary enclosures for weatherability, sound attenuation, dust barriers and security. Construct the enclosures of metal studs of the size and gauge as noted on the contract drawings insulated and sheathed with multiple layers of fire rated gypsum board again as indicated on the contract drawings. Secure the partitions in place without damaging existing construction. Seal joints tight. Provide doors and hardware including locks as indicated on the drawings and in the specifications. Furnish the Owner with 2 keys for each lock. Furnish keys to other Contractors.
2. Temporary enclosures of window and door openings. Construct the barriers of wood framing sheathed with 6 mil fire resistant polyethylene film and/or fire rated gypsum board for security. Secure the barriers in place without damaging existing construction.
3. Scaffolding and Equipment Barriers: provide temporary fence enclosures as required to prevent unauthorized persons from coming in contact with ground supported scaffolding and equipment.
4. Provide fire rated and smoke sealed barriers as indicated in the contract drawings. On public side provide level 4 gypsum board finished and then painted with two coats of paint, color as selected by Engineer.

1.15 PROTECTION OF PROPERTY

A. Contractor shall:

1. Protect existing construction and finishes during performance of the work.

2. Maintain the building in a watertight condition during performance of the work.

1.16 SECURITY OF CONTRACTOR MATERIALS AND EQUIPMENT

A. Contractor shall:

1. Remove all tools and materials from work areas when the work areas are not attended by workers and at the end of each day's work. Store tools in a locked tool box or cabinet. Store materials where directed by the Construction Manager.
2. Be responsible to secure stored and installed materials to prevent theft and vandalism.

1.17 FIRE WATCH

A. System Impairment Notes:

1. Prior to removing any life safety system from service the contractor shall notify the Owner's representative, local fire department, and Code Enforcement Official in writing a minimum of 72 hours beforehand that the system is to be removed from service. The notification shall include the date and time the system will be removed from service and the projected date and time the system will be restored.
2. During any life safety system impairments, the building shall be provided with a fire watch as required by the 2021 International Fire Code with current New York State supplements. The sole responsibility of the individual assigned to the watch shall be to perform constant patrols of the impaired area to keep watch for fires. The fire watch shall be provided with an approved means of notification for the fire department. If the building is protected by multiple fire protection systems only the impaired area of the building shall be required to be patrolled by the fire watch.
3. The Contractor, at their expense, shall provide all fire watches.
4. The system impairment for the renovation shall be conducted as a pre-planned impairment. To minimize the impairment time all necessary tools and materials shall be assembled onsite prior to removing the system from service.
5. Within 24 hours of restoring any life safety system to service the Contractor shall provide in writing to the Owner's representative, local Fire Department, and Code Enforcement Official certification that the following has been implemented:
 - a. All inspections and test have been completed to insure the affected system is operational.
 - b. The Owner and or occupant have been instructed on the operation of the system.
 - c. The third party monitoring company has been advised that the system is in service.
6. The Contractor shall, upon start of the project, submit to the Owner's representative an impairment plan that addresses how any scheduled or

emergency impairment will be conducted and shall indicate who the competent responsible individuals will be.

1.18 CONSTRUCTION SAFETY (UNIFORM SAFETY STANDARDS)

A. Any occupied portion of the Terminal Building shall always comply with the minimum requirements necessary to maintain a certificate of occupancy.

1. General safety and security standards for construction projects:

- a. All construction materials shall be stored in a safe and secure manner.
- b. Fences around construction supplies or debris shall be maintained.
- c. Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.
- d. During demolition work, overhead protection shall be provided for any sidewalks or areas immediately beneath the work site or such areas shall be fenced off and provided with warning signs to prevent entry.
- e. There are security requirements for workers within the airport secure area which include but are not limited to fingerprinting, background checks and photo id badges, all for which there is a Contractor fee associated with. Refer to Section 80 for detailed requirements

3. Separation of construction areas from occupied spaces: Construction areas which are under the control of a Contractor and therefore not occupied by Owner shall be separated from occupied areas. Provisions shall be made to prevent the passage of dust and contaminants into occupied parts of the building. Periodic inspection and repairs of the containment barriers must be made to prevent exposure to dust and contaminants. Gypsum board must be used in exit ways or other areas that require fire rated separation. Heavy duty plastic sheeting may be used only for a vapor, fine dust or air infiltration barrier, and shall not be used to separate occupied spaces from construction areas.

- a. A specific entrance should be assigned for construction worker use during work hours. In general, workers may not use corridors, stairs, or elevators designated for the public or airport personnel.
- b. Large amounts of debris must be removed by using enclosed chutes or a similar sealed system. There shall be no movement of debris through occupied spaces of the building. No material shall be dropped or thrown outside the walls of the building.
- c. All occupied parts of the building affected by renovation activity shall be cleaned at the close of each workday. The Contractor must

maintain required health, safety and security standards in occupied areas of the Terminal Building during construction.

- d. A plan detailing how exiting required by the applicable building code will be maintained.
- e. A plan detailing how adequate ventilation will be maintained during construction.
- f. Construction and maintenance operations shall not produce noise in excess of 60 dba in occupied spaces or shall be scheduled for times when the building or affected building spaces are not occupied or acoustical abatement measures shall be taken.
- g. The Contractor shall be responsible for the control of chemical fumes, gases, and other contaminants produced by welding, gasoline or diesel engines, roofing, paving, painting, etc. to ensure they do not enter occupied portions of the building or air intakes.
- h. The Contractor shall be responsible to ensure that activities and materials which result in "off-gassing" of volatile organic compounds such as glues, paints, furniture, carpeting, wall covering, drapery, etc. are scheduled, cured or ventilated in accordance with manufacturer's recommendations before a space can be occupied.

1.19 ACCESS ROADS AND PARKING AREAS

A. Contractor:

- 1. Store materials and perform the work so that pedestrian and vehicular traffic is not obstructed.
- 2. Keep designated access routes and parking areas clear of dirt and debris resulting from its work.

1.20 PROGRESS CLEANING AND WASTE REMOVAL

- A. All Contractors shall comply with Section 40 of the General Contract Provisions and shall include the following provisions listed in items B through F.
- B. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
- C. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing spaces.
- D. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- E. Collect and remove waste materials, debris, and rubbish from site periodically and dispose off-site.

- F. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.
- G. **CONTRACTOR WILL BE BACK CHARGED FOR NOT PARTICIPATING IN THE PROJECT CLEAN UP PROCESS.**

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Portable Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized-steel, chain-link fabric fencing; minimum 8 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails and 3 strands of barb wire at the top. Provide concrete bases for supporting posts or as detailed on the contract drawings.
- B. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil (0.25-mm) minimum thickness, with flame-spread rating of 15 or less per ASTM E 84 and passing NFPA 701 Test Method 2.
- C. Dust-Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches (914 by 1624 mm).
- D. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. Division 01 Section "Allowances" for products selected under an allowance.
 - 2. Division 01 Section "Substitution Procedures" for requests for substitutions.
 - 3. Division 01 Section "References" for applicable industry standards for products specified.

1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products.

1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
 - 2. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Engineer will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Division 01 Section "Submittal Procedures" and Section 60 "Control of Materials".
 - b. Use product specified if Engineer does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
 - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Engineer will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
 3. See Divisions 02 through 33 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
 - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 - 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 - 4. Where products are accompanied by the term "as selected," Engineer will make selection.
 - 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
 - 6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:
 - 1. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, provide the specified or indicated product or a comparable product by other manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
- C. Visual Selection Specification: Where Specifications include the phrase "as selected by Engineer from manufacturer's full range" or similar phrase, select a product that complies with requirements. Engineer will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Engineer may return requests without action, except to record noncompliance with these requirements:
 - 1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 - 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance,

weight, size, durability, visual effect, and specific features and requirements indicated.

3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners, if requested.
5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes for all the prime contracts the general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. Installation of the Work.
 - 4. Cutting and patching.
 - 5. Coordination of Owner-installed products.
 - 6. Progress cleaning.
 - 7. Starting and adjusting.
 - 8. Protection of installed construction.
 - 9. Correction of the Work.
- B. Related Requirements:
 - 1. Division 01 Section "Summary" for limits on use of Project site.
 - 2. Section 50-07 "Construction layout and stakes" for survey verification requirements
 - 3. Division 01 Section "Submittal Procedures" for submitting surveys.
 - 4. Division 01 Section "Construction Waste Management and Disposal" for recycling and disposing of nonhazardous of construction and demolition waste.
 - 5. Division 01 Section "Closeout Procedures" for submitting final work area property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL 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 Plumbing, 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.
 - a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.

1.5 QUALITY ASSURANCE

- A. Cutting and Patching: 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.
 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
 - a. Primary operational systems and equipment.
 - b. Fire separation assemblies.
 - c. Air or smoke barriers.
 - d. Fire-suppression systems.
 - e. Mechanical systems piping and ducts.
 - f. Control systems.
 - g. Communication systems.
 - h. Main airport security systems
 - i. TSA communication and security systems
 - j. Fire-suppression and -alarm systems.
 - k. Electrical wiring systems.
 - l. Operating systems of special construction.

3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
 - a. Water, moisture, or vapor barriers.
 - b. Membranes and flashings.
 - c. Exterior curtain-wall construction.
 - d. Sprayed fire-resistive material.
 - e. Equipment supports.
 - f. Piping, ductwork, vessels, and equipment.
 - g. Noise- and vibration-control elements and systems.
 4. 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.
- B. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including plumbing, mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with requirements in Division 01 sustainable design requirements Section.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Engineer for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - 1. Description of the Work.
 - 2. List of detrimental conditions, including substrates.
 - 3. List of unacceptable installation tolerances.
 - 4. Recommended corrections.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Engineer according to requirements in Division 01 Section "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the building features and existing benchmarks. If discrepancies are discovered, notify Engineer and Construction Manager promptly.
- B. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- C. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Engineer and Construction Manager.

3.4 FIELD ENGINEERING

- A. Identification: Owner will identify existing benchmarks, control points, and property corners.

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
 - 4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces. The new crawl space shall maintain 77 inches to the underside of the concrete deck unless otherwise noted.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Engineer.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.

- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Division 01 Section "Summary."
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 5. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

- a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
- 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
- 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 OWNER-INSTALLED EQUIPMENT

- A. Site Access: Provide access to Project site for Owner's construction personnel.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.
 - 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
 - 2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.8 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
 - 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.

- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Division 01 Section "Construction Waste Management and Disposal."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.9 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with requirements in Division 01 Section "General Commissioning Requirements."
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Division 01 Section "Quality Requirements."

3.10 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Salvaging nonhazardous demolition waste.
 - 2. Recycling nonhazardous demolition and construction waste.
 - 3. Disposing of nonhazardous demolition and construction waste.
- B. Related Requirements:
 - 1. None

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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Reuse in the Work: Salvage items for reuse and handle as follows:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
 - 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 for Sale and Donation: Not permitted on Project site.
- C. Salvaged Items for Owner's Use: Salvage items for Owner's use and handle as follows:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
 - 3. Store items in a secure area until delivery to Owner.
 - 4. Transport items to Owner's storage area on-site.
 - 5. Protect items from damage during transport and storage.

3.2 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.
- C. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.
- D. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
 - 1. Provide appropriately marked containers or bins for controlling recyclable waste until 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 from Owner's property and transport to recycling receiver or processor.

3.3 RECYCLING DEMOLITION WASTE

- A. Asphalt Paving: Break up and transport paving to asphalt-recycling facility.
- B. Masonry: Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.
 - 1. Clean and stack undamaged, whole masonry units on wood pallets.
- C. Metals: Separate metals by type.
 - 1. Structural Steel: Stack members according to size, type of member, and length.
 - 2. Remove and dispose of bolts, nuts, washers, and other rough hardware.
- D. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.
- E. Conduit: Reduce conduit to straight lengths and store by type and size.

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. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location.

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: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION 017419

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 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.
- B. Related Requirements:
 - 1. Division 01 Section "Photographic Documentation" for submitting final completion construction photographic documentation.
 - 2. Division 01 Section "Execution" for progress cleaning of Project site.
 - 3. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 4. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
 - 5. Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
 - 6. Divisions 02 through 32 Sections for specific closeout and special cleaning requirements for the Work in those Sections.
 - 7. Section 90-11 "Contractor Final Project Documentation"
 - 8. Section SP 90-12 "Security for Construction Warranty"
 - 9. Section SP 90-13 "Lien Law"

1.3 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.
- D. Written guarantee on the Contractor's letterhead of all work as called for in this Contract.
- E. Contractor's Affidavit of Payment of Debts and Claims, AIA Document G706.
- F. Contractor's Affidavit of Release of Liens, AIA Document G706A, for the Contractor.
- G. Contractor's Affidavit of Release Of Liens, AIA Document G706A , for each Subcontractor.
- H. Consent of Surety Form, AIA Document G707.
- I. Record Product Data and Shop Drawing: Provide one set in three ring binder and drawings bound together with index sheet where too large to fit in book.
- J. Application and Certificate for Payment: Provide fully executed AIA Document G702 and G703.
- K. Fire Underwriter's Certificate: Provide New York State Board of Fire Underwriter's Certificate of Approval of Electrical Wiring, or equivalent Electric AHJ Inspector's Approval.
- L. Labor Affidavits (Prime and Subcontractor's Certifications).
- M. Any other closeout documents requested by the Owner.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 working days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services

- and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 3. Submit closeout submittals specified in individual Divisions 02 through 34 Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Submit maintenance material submittals specified in individual Divisions 02 through 33 Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Construction Manager. Label with manufacturer's name and model number where applicable.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Construction Manager's signature for receipt of submittals.
 5. Submit test/adjust/balance records.
 6. Submit sustainable design submittals required in Division 01 sustainable design requirements Section and in individual Division 02 through 34 Sections.
 7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 working days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
 2. Complete startup and testing of systems and equipment.
 3. Perform preventive maintenance on equipment used prior to Substantial Completion.
 4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Division 01 Section "Demonstration and Training."
 5. Advise Owner of changeover in heat and other utilities.
 6. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 8. Complete final cleaning requirements, including touchup painting.
 9. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 working days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Engineer and Construction Manager 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.

1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
 1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
 2. Certified List of Incomplete Items: Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit pest-control final inspection report.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Engineer and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction 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.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization 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, starting with exterior areas first and proceeding from lowest floor to highest floor.
 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 Construction Manager.
 - d. Name of Contractor.

- e. Page number.
- 4. Submit list of incomplete items in the following format:
 - a. MS Excel electronic file. Engineer, through Construction Manager, will return annotated file.
 - b. PDF electronic file. Engineer, through Construction Manager, will return annotated file.
 - c. Three paper copies. Engineer, through Construction Manager, will return two copies.

1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: 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, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within 15 working 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. Extend Warranty to one (1) year past project completion.
- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, three-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.
 - 4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

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.
 - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform 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 designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. 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.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.

- i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
 - 1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report on completion of cleaning.
 - p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
 - q. Leave Project clean and ready for occupancy.
- C. Pest Control: Comply with pest control requirements in Division 01 Section "Temporary Facilities and Controls." Prepare written report.
- D. Construction Waste Disposal: Comply with waste disposal requirements in Division 01 Section "Construction Waste Management and Disposal."

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.

- a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
- 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
- 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Emergency manuals.
 - 3. Operation manuals for systems, subsystems, and equipment.
 - 4. Product maintenance manuals.
 - 5. Systems and equipment maintenance manuals.
- B. Related Requirements:
 - 1. Division 01 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
 - 2. Divisions 02 through 32 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Engineer will comment on whether content of operations and maintenance submittals are acceptable.
 - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operations and maintenance manuals in the following format:

1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Engineer.
 - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
 - b. Enable inserted reviewer comments on draft submittals.
 2. Three paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Construction Manager, will return two copies.
- C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Engineer and Commissioning Authority will comment on whether general scope and content of manual are acceptable.
- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Engineer and Commissioning Authority will return copy with comments.
1. Correct or revise each manual to comply with Engineer's and Commissioning Authority's comments. Submit copies of each corrected manual within 15 days of receipt of Engineer's and Commissioning Authority's comments and prior to commencing demonstration and training.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:
1. List of documents.
 2. List of systems.
 3. List of equipment.
 4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation

used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 - 1. Title page.
 - 2. Table of contents.
 - 3. Manual contents.
- B. Title Page: Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.
 - 5. Name and contact information for Contractor.
 - 6. Name and contact information for Construction Manager.
 - 7. Name and contact information for Engineer.
 - 8. Name and contact information for Commissioning Authority.
 - 9. Names and contact information for major consultants to the Engineer that designed the systems contained in the manuals.
 - 10. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
 - 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
 - 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
 - 2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked

files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

F. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for each of the following:

1. Type of emergency.
2. Emergency instructions.
3. Emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:

1. Fire.
 2. Flood.
 3. Gas leak.
 4. Water leak.
 5. Power failure.
 6. Water outage.
 7. System, subsystem, or equipment failure.
 8. Chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
1. Instructions on stopping.
 2. Shutdown instructions for each type of emergency.
 3. Operating instructions for conditions outside normal operating limits.
 4. Required sequences for electric or electronic systems.
 5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
 2. Performance and design criteria if Contractor has delegated design responsibility.
 3. Operating standards.
 4. Operating procedures.
 5. Operating logs.
 6. Wiring diagrams.
 7. Control diagrams.
 8. Piped system diagrams.
 9. Precautions against improper use.
 10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
1. Product name and model number. Use designations for products indicated on Contract Documents.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.
 4. Equipment function.
 5. Operating characteristics.
 6. Limiting conditions.
 7. Performance curves.
 8. Engineering data and tests.
 9. Complete nomenclature and number of replacement parts.

- C. Operating Procedures: Include the following, as applicable:
 - 1. Startup procedures.
 - 2. Equipment or system break-in procedures.
 - 3. Routine and normal operating instructions.
 - 4. Regulation and control procedures.
 - 5. Instructions on stopping.
 - 6. Normal shutdown instructions.
 - 7. Seasonal and weekend operating instructions.
 - 8. Required sequences for electric or electronic systems.
 - 9. Special operating instructions and procedures.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUALS

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 5. Aligning, adjusting, and checking instructions.
 - 6. Demonstration and training video recording, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 - 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.
- B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
 - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control

sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of operation and maintenance manuals.
 2. Comply with requirements of newly prepared record Drawings in Division 01 Section "Project Record Documents."
- G. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
 - 4. Miscellaneous record submittals.
- B. Related Requirements:
 - 1. Division 01 Section "Execution" for final property survey.
 - 2. Division 01 Section "Closeout Procedures" for general closeout procedures.
 - 3. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 4. Divisions 02 through 32 Sections for specific requirements for project record documents of the Work in those Sections.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set of marked-up record prints, and one fully edited Cadd version of project modifications.
 - a. Review Submittal:
 - 1) Submit one paper-copy set(s) of marked-up record prints.
 - 2) Submit electronic files of record prints.
 - 3) Engineer will indicate whether general scope changes, additional information recoded, and quality of drafting are acceptable.
 - b. Final Submittal:
 - 1) Submit three paper-copy set(s) of marked-up record prints.

- 2) Submit electronic files of record prints. Original Design was performed using AutoCad and Revit software platforms. Record documents shall be created using AutoCad or REVIT, version 2024 or later.
 - 3) Print each drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit one paper copy annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one paper copy 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. Utilize format specified under the project submittal section of these documents. Que Centre form.
- D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit one paper copy annotated PDF electronic files and directories of each submittal.
- E. 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 or Work Change Directive.
 - 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 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.

2.2 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 and paper copy.
 - 1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

2.3 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 scanned PDF electronic file(s) of marked-up miscellaneous record submittals.
 - 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 and Construction Manager's reference during normal working hours.

END OF SECTION 017839

SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems, and equipment.
 - 2. Training in operation and maintenance of systems, subsystems, and equipment.
- B. Related Requirements:
 - 1. Divisions 02 through 32 Sections for specific requirements for demonstration and training for products in those Sections.

1.3 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
 - 1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.
- B. Attendance Record: For each training module, submit list of participants and length of instruction time.
- C. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

1.4 QUALITY ASSURANCE

- A. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 01 Section "Quality Requirements," experienced in operation and maintenance procedures and training.
- B. Pre-instruction Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review

methods and procedures related to demonstration and training including, but not limited to, the following:

1. Inspect and discuss locations and other facilities required for instruction.
2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
3. Review required content of instruction.
4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.5 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor has delegated design responsibility.
 - c. Operating standards.
 - d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.
 2. Documentation: Review the following items in detail:

- a. Emergency manuals.
 - b. Operations manuals.
 - c. Maintenance manuals.
 - d. Project record documents.
 - e. Identification systems.
 - f. Warranties and bonds.
 - g. Maintenance service agreements and similar continuing commitments.
3. Emergencies: Include the following, as applicable:
- a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
4. Operations: Include the following, as applicable:
- a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.
 - l. Required sequences for electric or electronic systems.
 - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
- a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
- a. Diagnostic instructions.
 - b. Test and inspection procedures.
7. Maintenance: Include the following:
- a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. List of cleaning agents and methods of cleaning detrimental to product.
 - d. Procedures for routine cleaning
 - e. Procedures for preventive maintenance.
 - f. Procedures for routine maintenance.

- g. Instruction on use of special tools.
- 8. Repairs: Include the following:
 - a. Diagnosis instructions.
 - b. Repair instructions.
 - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - d. Instructions for identifying parts and components.
 - e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Division 01 Section "Operations and Maintenance Data."
- B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Architect will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
 - 2. Owner will furnish an instructor to describe Owner's operational philosophy.
 - 3. Owner will furnish Contractor with names and positions of participants.
- B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 - 1. Schedule training with Owner, through Construction Manager, with at least 10 working days' advance notice.
- C. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
- D. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a demonstration performance-based test.
- E. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

END OF SECTION 017900

SECTION 019113 - GENERAL COMMISSIONING REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. General requirements for coordinating and scheduling commissioning activities.
2. Commissioning meetings.
3. Commissioning reports.
4. Construction checklists, including, but not limited to, installation checks, startup, performance tests, and performance test demonstration.
5. Commissioning tests and commissioning test demonstration.
6. Adjusting, verifying, and documenting identified systems and assemblies.

B. Related Requirements:

1. Section 011000 "Summary" for Commissioning Authority responsibilities.
2. Section 230593 "Testing, Adjusting, and Balancing for HVAC" for testing and balancing procedures and reporting requirements for HVAC systems.
3. Section 230900 "Instrumentation & Control for HVAC" for commissioning requirements associated with the BMS controls system.

1.2 DEFINITIONS

- A. Acceptance Criteria: Threshold of acceptable work quality or performance specified for a commissioning activity, including, but not limited to, construction checklists, performance tests, performance test demonstrations, commissioning tests, and commissioning test demonstrations.
- B. Basis-of-Design Document: A document prepared by Engineer that records concepts, calculations, decisions, and product selections used to comply with Owner's Project Requirements and to suit applicable regulatory requirements, standards, and guidelines.
- C. Commissioning Authority: An entity engaged by Owner, and identified in Section 011000 "Summary," to evaluate Commissioning-Process Work.
- D. Commissioning Plan: A document, prepared by Commissioning Authority, that outlines the organization, schedule, allocation of resources, and documentation of commissioning requirements.
- E. Commissioning: A quality-focused process for verifying and documenting that the facility and all of its systems and assemblies are planned, designed, installed, and tested to comply with Owner's Project Requirements. The requirements specified here are limited to the construction phase commissioning activities. The scope of the commissioning process is defined in Section 011000 "Summary."

- F. Construction-Phase Commissioning-Process Completion: The stage of completion and acceptance of commissioning process when resolution of deficient conditions and issues discovered during commissioning process and retesting until acceptable results are obtained has been accomplished. Owner will establish in writing the date construction-phase commissioning-process completion is achieved. See Section 017700 "Closeout Procedures" for Certificate of Construction-Phase Commissioning Process Completion submittal requirements.
1. Commissioning process is complete when the Work specified of this Section and related Sections has been completed and accepted, including, but not limited to, the following:
 - a. Completion of tests and acceptance of test results.
 - b. Resolution of issues, as verified by retests performed and documented with acceptance of retest results.
 - c. Comply with requirements in Section 017900 "Demonstration and Training."
 - d. Completion and acceptance of submittals and reports.
- G. Owner's Project Requirements: A document that details the functional requirements of a project and the expectations of how it will be used and operated, including Project goals, measurable performance criteria, cost considerations, benchmarks, success criteria, and supporting information. This document is prepared either by the Owner or for the Owner by the Engineer or Commissioning Authority.
- H. Owner's Witness: Commissioning Authority, Owner's Project Manager, or Engineer-designated witness authorized to authenticate test demonstration data and to sign completed test data forms.
- I. "Systems," "Assemblies," "Subsystems," "Equipment," and "Components": Where these terms are used together or separately, they shall mean "as-built" systems, assemblies, subsystems, equipment, and components.
- J. Test: Performance tests, performance test demonstrations, commissioning tests, and commissioning test demonstrations.
- K. Sampling Procedures and Tables for Inspection by Attributes: As defined in ASQ Z1.4.

1.3 COMPENSATION

- A. If Engineer, Commissioning Authority, other Owner's witness, or Owner's staff perform additional services or incur additional expenses due to actions of Contractor listed below, compensate Owner for such additional services and expenses.
1. Failure to provide timely notice of commissioning activities schedule changes.
 2. Failure to meet acceptance criteria for test demonstrations.
- B. Contractor shall compensate Owner for such additional services and expenses at the rate of \$150 per labor hour, plus \$200 per round trip for personnel travelling more than 200 miles, plus per diem allowances for meals and lodging according to current U.S. General Services Administration (GSA) Per Diem Rates.

1.4 COMMISSIONING TEAM

A. Members Appointed by Owner:

1. Commissioning Authority, plus consultants that Commissioning Authority may deem appropriate for a particular portion of the commissioning process.
2. Owner representative(s), facility operations and maintenance personnel, plus other employees, separate contractors, and consultants that Owner may deem appropriate for a particular portion of the commissioning process.
3. Engineer, plus employees and consultants that Engineer may deem appropriate for a particular portion of the commissioning process.

1.5 INFORMATIONAL SUBMITTALS

A. Comply with requirements in Section 013300 "Submittal Procedures" for submittal procedure general requirements for commissioning process.

B. Test Reports:

1. Pre-Startup Report: Prior to startup of equipment or a system, submit signed, completed construction checklists.
2. Test Data Reports: At the end of each day in which tests are conducted, submit test data for tests performed.
3. Data Trend Logs: Submit data trend logs at the end of the trend log period.
4. System Alarm Logs: Daily, at the start of days following a day in which tests were performed, submit printout of log of alarms that occurred since the last log was printed.

C. Construction Checklists:

1. Material checks.
2. Installation checks.
3. Startup procedures, where required.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.1 PREPARATION

A. Review preliminary construction checklists and preliminary test procedures and data forms.

3.2 CONSTRUCTION CHECKLISTS

A. Construction checklists cannot modify or conflict with the Contract Documents.

B. Create construction checklists based on actual systems and equipment to be included

in Project.

- C. **Material Checks:** Compare specified characteristics and approved submittals with materials as received. Include factory tests and other evaluations, adjustments, and tests performed prior to shipment if applicable.
 - 1. Service connection requirements, including configuration, size, location, and other pertinent characteristics.
 - 2. Included optional features.
 - 3. **Delivery Receipt Check:** Inspect and record physical condition of materials and equipment on delivery to Project site, including agreement with approved submittals, cleanliness, and lack of damage.
 - 4. **Installation Checks:**
 - a. Location according to Drawings and approved Shop Drawings.
 - b. Configuration.
 - c. Compliance with manufacturers' written installation instructions.
 - d. Attachment to structure.
 - e. Access clearance to allow for maintenance, service, repair, removal, and replacement without the need to disassemble or remove other equipment or building elements. Access coordinated with other building elements and equipment, including, but not limited to, ceiling and wall access panels, in a manner consistent with OSHA fall-protection regulations and safe work practices.
 - f. Utility connections are of the correct characteristics, as applicable.
 - g. Correct labeling and identification.
 - h. **Startup Checks:** Verify readiness of equipment to be energized. Include manufacturer's standard startup procedures and forms.
- D. **Startup:** Perform and document initial operation of equipment to prove that it is installed properly and operates as intended according to manufacturer's standard startup procedures, at minimum.
- E. **Performance Tests:**
 - 1. **Static Tests:** As specified elsewhere, including, but not limited to, duct and pipe leakage tests, insulation-resistance tests, and water-penetration tests.
 - 2. **Component Performance Tests:** Tests evaluate the performance of an input or output of components under a full range of operating conditions.
 - 3. **Equipment and Assembly Performance Tests:** Test and evaluate performance of equipment and assemblies under a full range of operating conditions and loads.
 - 4. **System Performance Tests:** Test and evaluate performance of systems under a full range of operating conditions and loads.
 - 5. **Intersystem Performance Tests:** Test and evaluate the interface of different systems under a full range of operating conditions and loads.
- F. **Deferred Construction Checklists:** Obtain Owner approval of proposed deferral of construction checklists, including proposed schedule of completion of each deferred construction checklist, before submitting request for Certificate of Construction-Phase Commissioning Process Completion. When approved, deferred construction checklists may be completed after date of Construction-Phase Commissioning Completion.

Include the following in a request for Certificate of Construction-Phase Commissioning Process Completion:

1. Identify deferred construction checklists by number and title.
2. Provide a target schedule for completion of deferred construction checklists.
3. Written approval of proposed deferred construction checklists, including approved schedule of completion of each deferred construction checklist.

G. Delayed Construction Checklists: Obtain Owner approval of proposed delayed construction checklists, including proposed schedule of completion of each delayed construction checklist, before submitting request for Certificate of Construction-Phase Commissioning Process Completion. When approved, delayed construction checklists may be completed after date of Construction-Phase Commissioning Completion. Include the following in a request for Certificate of Construction-Phase Commissioning Process Completion:

1. Identify delayed construction checklist by construction checklist number and title.
2. Provide a target schedule for completion of delayed construction checklists.
3. Written approval of proposed delayed construction checklists, including approved schedule of completion of each delayed construction checklist.

3.3 GENERAL EXECUTION REQUIREMENTS

- A. Schedule and coordinate commissioning process with the Construction Schedule.
- B. Perform activities identified in construction checklists, including tests, and document results of actions as construction proceeds.
- C. Perform test demonstrations for Owner's witness. Unless otherwise indicated, demonstrate tests for 100 percent of work to which the test applies. In some instances, demonstration of a random sample of other than 100 percent of the results of a test is specified.
- D. Report test data and commissioning issue resolutions.
- E. Schedule personnel to participate in and perform Commissioning-Process Work.
- F. Installing contractors' commissioning responsibilities include, but are not limited to, the following:
 1. Operating the equipment and systems they install during tests.
 2. In addition, installing contractors may be required to assist in tests of equipment and systems with which their work interfaces.

3.4 COMMISSIONING AUTHORITY RESPONSIBILITIES (OWNER REPRESENTATIVE)

- A. Management and Coordination: Manage, schedule, and coordinate commissioning process, including, but not limited to, the following:
 1. Coordinate with subcontractors on their commissioning responsibilities and

- activities.
2. Obtain, assemble, and submit commissioning documentation.
 3. Conduct periodic on-site commissioning meetings. Comply with requirements in Section 013100 "Project Management and Coordination."
 4. Develop and maintain the commissioning schedule. Integrate commissioning schedule into the Construction Schedule. Update Construction Schedule at specified intervals.
 5. Review and comment on preliminary test procedures and data forms.
 6. Report inconsistencies and issues in system operations.
 7. Verify that tests have been completed and results comply with acceptance criteria, and that equipment and systems are ready before scheduling test demonstrations.
 8. Direct and coordinate test demonstrations.
 9. Coordinate witnessing of test demonstrations by Owner's witness.
 10. Coordinate and manage training. Be present during training sessions to direct video recording, present training, and direct the training presentations of others. Comply with requirements in Section 017900 "Demonstration and Training."
 11. Prepare and submit specified commissioning reports.
 12. Track commissioning issues until resolution and retesting is successfully completed.
 13. Retain original records of Commissioning-Process Work, organized as required for the commissioning report. Provide Owner's representative access to these records on request.
 14. Assemble and submit commissioning report.

3.5 COMMISSIONING TESTING (BY CONTRACTOR)

- A. Quality Control: Construction checklists, including tests, are quality-control tools designed to improve the functional quality of Project. Test demonstrations evaluate the effectiveness of Contractor's quality-control process.
- B. Owner's witness will be present to witness commissioning work requiring the signature of an owner's witness, including, but not limited to, test demonstrations. Owner's project manager will coordinate attendance by Owner's witness with Contractor's published Commissioning Schedule. Owner's witness will provide no labor or materials in the commissioning work. The only function of Owner's witness will be to observe and comment on the progress and results of commissioning process.
- C. Construction Checklists:
 1. Complete construction checklists as Work is completed.
 2. Distribute construction checklists to installing contractors before they start work.
 3. Installers:
 - a. Verify installation using approved construction checklists as Work proceeds.
 - b. Complete and sign construction checklists weekly for work performed during the preceding week.
 4. Provide Commissioning Authority access to construction checklists.

- D. Installation Compliance Issues: Record as an installation compliance issue Work found to be incomplete, inaccessible, at variance with the Contract Documents, nonfunctional, or that does not comply with construction checklists. Record installation compliance issues on the construction checklist at the time they are identified. Record corrective action and how future Work should be modified before signing off the construction checklist.
- E. Pre-Startup Audit: Prior to executing startup procedures, review completed installation checks to determine readiness for startup and operation. Report conditions, which, if left uncorrected, adversely impact the ability of systems or equipment to operate satisfactorily or to comply with acceptance criteria. Prepare pre-startup report for each system.
- F. Test Procedures and Test Data Forms:
1. Test procedures shall define the step-by-step procedures to be used to execute tests and test demonstrations.
 2. Test procedures shall be specific to the make, model, and application of the equipment and systems being tested.
 3. Completed test data forms are the official records of the test results.
 4. Commissioning Authority will provide to Contractor preliminary test procedures and test data forms for performance tests and commissioning tests after approval of Product Data, Shop Drawings, and preliminary operation and maintenance manual.
 5. Review preliminary test procedures and test data forms, and provide comments within 14 days of receipt from Commissioning Authority. Review shall address the following:
 - a. Equipment protection and warranty issues, including, but not limited to, manufacturers' installation and startup recommendations, and operation and maintenance instructions.
 - b. Applicability of the procedure to the specific software, equipment, and systems approved for installation.
 6. After Contractor has reviewed and commented on the preliminary test procedures and test data forms, Commissioning Authority will revise and reissue the approved revised test procedures and test data forms marked "Approved for Testing."
 7. Use only approved test procedures and test data forms marked "Approved for Testing" to perform and document tests and test demonstrations.
- G. Performance of Tests:
1. The sampling rate for tests is 100 percent. The sampling rate for test demonstrations is 100 percent unless otherwise indicated.
 2. Perform and complete each step of the approved test procedures in the order listed.
 3. Record data observed during performance of tests on approved data forms at the time of test performance and when the results are observed.
 4. Record test results that are not within the range of acceptable results on commissioning issue report forms in addition to recording the results on

approved test procedures and data forms according to the "Commissioning Compliance Issues" Paragraph in this Article.

5. On completion of a test, sign the completed test procedure and data form. Tests for which test procedures and data forms are incomplete, not signed, or which indicate performance that does not comply with acceptance criteria will be rejected. Tests for which test procedures and data forms are rejected shall be repeated and results resubmitted.

H. Performance of Test Demonstration:

1. Perform test demonstrations on a sample of tests after test data submittals are approved. The sampling rate for test demonstrations shall be 100 percent unless otherwise indicated in the individual test specification.
2. Notify Owner's witness at least three days in advance of each test demonstration.
3. Perform and complete each step of the approved test procedures in the order listed.
4. Record data observed during performance of test demonstrations on approved data forms at the time of demonstration and when the results are observed.
5. Provide full access to Owner's witness to directly observe the performance of all aspects of system response during the test demonstration. On completion of a test demonstration, sign the completed data form and obtain signature of Owner's witness at the time of the test to authenticate the reported results.
6. Test demonstration data forms not signed by Contractor and Owner's witness at the time of the completion of the procedure will be rejected. Test demonstrations for which data forms are rejected shall be repeated and results shall be resubmitted.
 - a. Exception for Failure of Owner's Witness to Attend: Failure of Owner's witness to be present for agreed-on schedule of test demonstration shall not delay Contractor. If Owner's witness fails to attend a scheduled test, Contractor shall proceed with the scheduled test. On completion, Contractor shall sign the data form for Contractor and for Owner's witness, and shall note the absence of Owner's witness at the scheduled time and place.
7. False load test requirements are specified in related sections.
 - a. Where false load testing is specified, provide temporary equipment, power, controls, wiring, piping, valves, and other necessary equipment and connections required to apply the specified load to the system. False load system shall be capable of steady-state operation and modulation at the level of load specified. Equipment and systems permanently installed in this work shall not be used to create the false load without Engineer's written approval.

I. Deferred Tests:

1. Deferred Test List: Identify, in the request for Certificate of Construction-Phase Commissioning Process Completion, proposed deferred tests or other tests approved for deferral until specified seasonal or other conditions are available. When approved, deferred tests may be completed after the date of Construction-

Phase Commissioning Completion. Identify proposed deferred tests in the request for Certificate of Construction-Phase Commissioning Process Completion as follows:

- a. Identify deferred tests by number and title.
 - b. Provide a target schedule for completion of deferred tests.
2. Schedule and coordinate deferred tests. Schedule deferred tests when specified conditions are available. Notify Engineer and Commissioning Authority at least three working days (minimum) in advance of tests.
 3. Where deferred tests are specified, coordinate participation of necessary personnel and of Engineer, Commissioning Authority, and Owner's witness. Schedule deferred tests to minimize occupant and facility impact. Obtain Engineer's approval of the proposed schedule.

J. Delayed Tests:

1. Delayed Test List: Identify, in the request for Certificate of Construction-Phase Commissioning Process Completion, proposed delayed tests. Obtain Owner approval of proposed delayed tests, including proposed schedule of completion of each delayed test, before submitting request for Certificate of Construction-Phase Commissioning Process Completion. Include the following in the request for Certificate of Construction-Phase Commissioning Process Completion:
 - a. Identify delayed tests by test number and title.
 - b. Written approval of proposed delayed tests, including approved schedule of completion of delayed tests.
2. Schedule and coordinate delayed tests. Schedule delayed tests when conditions that caused the delay have been rectified. Notify Engineer and Commissioning Authority at least three working days (minimum) in advance of tests.
3. Where delayed tests are approved, coordinate participation of necessary personnel and of Engineer, Commissioning Authority, and Owner's witness. Schedule delayed tests to minimize occupant and facility impact. Obtain Engineer's approval of the proposed schedule.

K. Commissioning Compliance Issues:

1. Test results that are not within the range of acceptable results are commissioning compliance issues.
2. Track and report commissioning compliance issues until resolution and retesting are successfully completed.
3. If a test demonstration fails, determine the cause of failure. Direct timely resolution of issue and then repeat the demonstration. If a test demonstration must be repeated due to failure caused by Contractor work or materials, reimburse Owner for billed costs for the participation in the repeated demonstration.
4. Test Results: If a test demonstration fails to meet the acceptance criteria, perform the following:
 - a. Complete a commissioning compliance issue report form promptly on

- discovery of test results that do not comply with acceptance criteria.
 - b. Submit commissioning compliance issue report form within 24 hours of the test.
 - c. Determine the cause of the failure.
 - d. Establish responsibility for corrective action if the failure is due to conditions found to be Contractor's responsibility.
- 5. Commissioning Compliance Issue Report: Provide a commissioning compliance issue report for each issue. Do not report multiple issues on the same commissioning compliance issue report.
 - a. Exception: If an entire class of devices is determined to exhibit the identical issue, they may be reported on a single commissioning compliance issue report. (For example, if all return-air damper actuators that are specified to fail to the open position are found to fail to the closed position, they may be reported on a single commissioning issue report. If a single commissioning issue report is used for multiple commissioning compliance issues, each device shall be identified in the report, and the total number of devices at issue shall be identified.
 - b. Complete and submit Part 1 of the commissioning compliance issue report immediately when the condition is observed.
 - c. Record the commissioning compliance issue report number and describe the deficient condition on the data form.
 - d. Resolve commissioning compliance issues promptly. Complete and submit Part 2 of the commissioning compliance issue report when issues are resolved.
- 6. Diagnose and correct failed test demonstrations as follows:
 - a. Perform diagnostic tests and activities required to determine the fundamental cause of issues observed.
 - b. Record each step of the diagnostic procedure prior to performing the procedure. Update written procedure as changes become necessary.
 - c. Record the results of each step of the diagnostic procedure.
 - d. Record the conclusion of the diagnostic procedure on the fundamental cause of the issue.
 - e. Determine and record corrective measures.
 - f. Include diagnosis of fundamental cause of issues in commissioning compliance issue report.
- 7. Retest:
 - a. Schedule and repeat the complete test procedure for each test demonstration for which acceptable results are not achieved. Obtain signature of Owner's witness on retest data forms. Repeat test demonstration until acceptable results are achieved. Except for issues that are determined to result from design errors or omissions, or other conditions beyond Contractor's responsibility, compensate Owner for direct costs incurred as the result of repeated test demonstrations to achieve acceptable results.
 - b. For each repeated test demonstration, submit a new test data form, marked

"Retest."

8. Do not correct commissioning compliance issues during test demonstrations.

- a. Exceptions will be allowed if the cause of the issue is obvious and resolution can be completed in less than five minutes. If corrections are made under this exception, note the deficient conditions on the test data form and issue a commissioning compliance issue report. A new test data form, marked "Retest," shall be initiated after the resolution has been completed.

3.6 COMMISSIONING MEETINGS

- A. Commissioning Authority will schedule and conduct commissioning meetings. Comply with requirements in Section 013100 "Project Management and Coordination."

3.7 SEQUENCING

- A. Sequencing of Commissioning Verification Activities: For a particular material, item of equipment, assembly, or system, perform the following in the order listed unless otherwise indicated:
 - 1. Construction Checklists:
 - a. Material checks.
 - b. Installation checks.
 - c. Startup, as appropriate. Some startup may depend on component performance. Such startup may follow component performance tests on which the startup depends.
 - d. Performance Tests:
 - 1) Static tests, as appropriate.
 - 2) Component performance tests. Some component performance tests may depend on completion of startup. Such component performance tests may follow startup.
 - 3) Equipment and assembly performance tests.
 - 4) System performance tests.
 - 5) Intersystem performance tests.
 - 2. Commissioning tests.
- B. Before performing commissioning tests, verify that materials, equipment, assemblies, and systems are delivered, installed, started, and adjusted to perform according to construction checklists.
- C. Verify readiness of materials, equipment, assemblies, and systems by performing tests prior to performing test demonstrations. Notify Engineer if acceptable results cannot be achieved due to conditions beyond Contractor's control or responsibility.

- D. Commence tests as soon as installation checks for materials, equipment, assemblies, or systems are satisfactorily completed. Tests of a particular system may proceed prior to completion of other systems, provided the incomplete work does not interfere with successful execution of test.

3.8 SCHEDULING

- A. Commence commissioning process as early in the construction period as possible.
- B. Commissioning Schedule: Integrate commissioning activities into Construction Schedule. See Section 013200 "Construction Progress Documentation."
 - 1. Include detailed commissioning activities in monthly updated Construction Schedule and short-interval schedule submittals.
 - 2. Schedule the start date and duration for the following commissioning activities:
 - a. Submittals.
 - b. Preliminary operation and maintenance manual submittals.
 - c. Installation checks.
 - d. Startup, where required.
 - e. Performance tests.
 - f. Performance test demonstrations.
 - g. Commissioning tests.
 - h. Commissioning test demonstrations.
 - 3. Schedule shall include a line item for each installation check, startup, and test activity specific to the equipment or systems involved.
 - 4. Determine milestones and prerequisites for commissioning process. Show commissioning milestones, prerequisites, and dependencies in monthly updated critical-path-method construction schedule and short-interval schedule submittals.
- C. Two-Week Look-Ahead Commissioning Schedule:
 - 1. Two weeks prior to the beginning of tests, submit a detailed two-week look-ahead schedule. Thereafter, submit updated two-week look-ahead schedules weekly for the duration of commissioning process.
 - 2. Two-week look-ahead schedules shall identify the date, time, beginning location, Contractor personnel required, and anticipated duration for each startup or test activity.
 - 3. Use two-week look-ahead schedules to notify and coordinate participation of Owner's witnesses.
- D. Owner's Witness Coordination:
 - 1. Coordinate Owner's witness participation via Engineer.
 - 2. Notify Engineer of commissioning schedule changes at least two work days in advance for activities requiring the participation of Owner's witness.

3.9 COMMISSIONING REPORTS (SCOPE BY OWNER'S COMMISSIONING AUTHORITY)

A. Test Reports:

1. Pre-startup reports include observations of the conditions of installation, organized into the following sections:
 - a. Equipment Model Verification: Compare contract requirements, approved submittals, and provided equipment. Note inconsistencies.
 - b. Preinstallation Physical Condition Checks: Observe physical condition of equipment prior to installation. Note conditions including, but not limited to, physical damage, corrosion, water damage, or other contamination or dirt.
 - c. Preinstallation Component Verification Checks: Verify components supplied with the equipment, preinstalled or field installed, are correctly installed and functional. Verify external components required for proper operation of equipment correctly installed and functional. Note missing, improperly configured, improperly installed, or nonfunctional components.
 - d. Summary of Installation Compliance Issues and Corrective Actions: Identify installation compliance issues and the corrective actions for each. Verify that issues noted have been corrected.
 - e. Evaluation of System Readiness for Startup: For each item of equipment for each system for which startup is anticipated, document in summary form acceptable to Owner completion of equipment model verification, preinstallation physical condition checks, preinstallation component verification checks, and completion of corrective actions for installation compliance issues.
2. Test data reports include the following:
 - a. "As-tested" system configuration. Complete record of conditions under which the test was performed, including, but not limited to, the status of equipment, systems, and assemblies; temporary adjustments and settings; and ambient conditions.
 - b. Data and observations, including, but not limited to, data trend logs, recorded during the tests.
 - c. Signatures of individuals performing and witnessing tests.
 - d. Data trend logs accumulated overnight from the previous day of testing.
3. Commissioning Compliance Issue Reports: Report as commissioning compliance issues results of tests and test demonstrations that do not comply with acceptance criteria. Report only one issue per commissioning compliance issue report. Use sequentially numbered facsimiles of commissioning compliance issue report form included in this Section, or other form approved by Owner. Distribute commissioning compliance issue reports to parties responsible for taking corrective action. Identify the following:
 - a. Commissioning compliance issue report number. Assign unique, sequential numbers to individual commissioning compliance issue reports when they are created, to be used for tracking.
 - b. Action distribution list.
 - c. Report date.

- d. Test number and description.
 - e. Equipment identification and location.
 - f. Briefly describe observations about the performance associated with failure to achieve acceptable results. Identify the cause of failure if apparent.
 - g. Diagnostic procedure or plan to determine the cause (include in initial submittal)
 - h. Diagnosis of fundamental cause of issues as specified below (include in resubmittal).
 - i. Fundamental cause of unacceptable performance as determined by diagnostic tests and activities.
 - j. When issues have been resolved, update and resubmit the commissioning issue report forms by completing Part 2. Identify resolution taken and the dates and initials of the persons making the entries.
 - k. Schedule for retesting.
4. Weekly progress reports include information for tests conducted since the preceding report and the following:
- a. Completed data forms.
 - b. Equipment or system tested, including test number, system or equipment tag number and location, and notation about the apparent acceptability of results.
 - c. Activities scheduled but not conducted per schedule.
 - d. Commissioning compliance issue report log.
 - e. Schedule changes for remaining Commissioning-Process Work, if any.
5. Data trend logs shall be initiated and running prior to the time scheduled for the test demonstration.
- a. Trend log data format shall be multiple data series graphs. Where multiple data series are trend logged concurrently, present the data on a common horizontal time axis. Individual data series may be presented on a segmented vertical axis to avoid interference of one data series with another, and to accommodate different axis scale values. Graphs shall be sufficiently clear to interpret data within the accuracy required by the acceptance criteria.
 - b. Attach to the data form printed trend log data collected during the test or test demonstration.
 - c. Record, print out, and attach to the data form operator activity during the time the trend log is running. During the time the trend log is running, operator intervention not directed by the test procedure invalidates the test results.
6. System Alarm Logs: Record and print out a log of alarms that occurred since the last log was printed. Evaluate alarms to determine if the previous day's work resulted in any conditions that are not considered "normal operation."
- a. Conditions that are not considered "normal operation" shall be reported on a commissioning issue report attached to the alarm log. Resolve as necessary. The intent of this requirement is to discover control system points or sequences left in manual or disabled conditions, equipment left

disconnected, set points left with abnormal values, or similar conditions that may have resulted from failure to fully restore systems to normal, automatic control after test completion.

3.10 CERTIFICATE OF CONSTRUCTION-PHASE COMMISSIONING PROCESS COMPLETION

- A. When Contractor considers that construction-phase commissioning process, or a portion thereof which Owner agrees to accept separately, is complete, Contractor shall prepare and submit to Owner and Commissioning Authority through Engineer a comprehensive list of items to be completed or corrected. Failure to include an item on such list does not alter Contractor's responsibility to complete commissioning process.
- B. On receipt of Contractor's list, Commissioning Authority will make an inspection to determine whether the construction-phase commissioning process or designated portion thereof is complete. If Commissioning Authority's inspection discloses items, whether included on Contractor's list, which is not sufficiently complete as defined in "Construction-Phase Commissioning Process Completion" Paragraph in the "Definitions" Article, Contractor shall, before issuance of the Certificate of Construction-Phase Commissioning Process Completion, complete or correct such items on notification by Commissioning Authority. In such case, Contractor shall then submit a request for another inspection by Commissioning Authority to determine construction-phase commissioning process completion.
- C. Contractor shall promptly correct deficient conditions and issues discovered during commissioning process. Costs of correcting such deficient conditions and issues, including additional testing and inspections, the cost of uncovering and replacement, and compensation for Engineer's and Commissioning Authority's services and expenses made necessary thereby, shall be at Contractor's expense.
- D. When construction-phase commissioning process or designated portion is complete, Commissioning Authority will prepare a Certificate of Construction-Phase Commissioning Process Completion that shall establish the date of completion of construction-phase commissioning process. Certificate of Construction-Phase Commissioning Process Completion shall be submitted prior to requesting inspection for determining date of Substantial Completion.

END OF SECTION 019113