

ONONDAGA COUNTY RESOURCE RECOVERY AGENCY

EXISTING LEY CREEK TRANSFER STATION DEMOLITION AND SITE RESTORATION
5158 LEY CREEK DRIVE, LIVERPOOL, NY 13088
ONONDAGA COUNTY RESOURCE RECOVERY AGENCY

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INVITATION TO BID
EXISTING LEY CREEK TRANSFER STATION DEMOLITION AND SITE RESTORATION
5158 LEY CREEK DRIVE, LIVERPOOL, NY 13088

Sealed Bids for the demolition and site restoration of the Ley Creek Transfer Station Facility for the Onondaga County Resource Recovery Agency (OCRRA) (Owner) will be received by OCRRA in the Agency's office at 100 Elwood Davis Road, North Syracuse, NY 13212-4312 until 2:00 p.m. local time on July 8, 2024 and at that place and time will be publicly opened and read aloud.

The work consists of building demolition and site restoration in accordance with the Bidding Documents prepared by Cornerstone Engineering and Land Surveying, PLLC (Cornerstone).

All Bids must be received via mail or hand delivered in sealed envelopes to OCRRA, 100 Elwood Davis Road, North Syracuse, NY 13212-4312, Attn: Cristina Albuio, P.E., Agency Engineer. Bids shall be labeled: "EXISTING LEY CREEK TRANSFER STATION DEMOLITION AND SITE RESTORATION Contract No. 1"

Electronic copies of Bidding Documents may be requested from Owner. Direct all technical questions and inquires regarding distribution of Bidding Documents to Owner's Procurement Contact Person, Mr. John Connery, who will process all questions by email at jconnery@ocrra.org. The subject heading for all e-mails shall be:

Existing Ley Creek Transfer Station Demolition and Site Restoration

Questions will be received until 5:00 p.m. on June 19, 2024. No response will be given to questions received after that date. OCRRA will provide a full written response/an addendum to all potential bidders by close of business June 26, 2024.

Bidders shall review and acknowledge all Addenda on the Bid Form.

A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price and in the form of a Bid Bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of the Contract's General Conditions. The Owner may accept alternative bid securities proposed by the Bidder.

If, upon acceptance of a Bid, a Bidder fails to enter into a Contract with Owner, the bid security shall be forfeited to and become the property of OCRRA.

No Bidder may withdraw its Bid within 60 days after the date of the Bid opening. The successful Bidder must furnish a 100% Performance Bond and a 100% Payment Bond with a surety company satisfactory to Owner and conforming to the prerequisite requirements of the General Conditions on the forms included in the Bidding Documents.

The Owner reserves the right to waive any informalities or to reject any or all Bids.

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, equipment, and supplies sold to the Owner pursuant to this Contract. These taxes are not to be included in the Bid.

The Owner is an equal opportunity organization. All qualified Minority and Women-Owned Business Enterprises (MBE/WBE) suppliers, contractors, and/or businesses will be afforded equal opportunity without discrimination because of race, color, religion, national origin, sex, sexual preference, age, or disability.

Bidders are to familiarize themselves with the State Finance Law Procurement Compliance Provisions and fill out the "Disclosure to OCRRA During Procurement Process and Prior Non-Responsibility

Determinations” form, both of which are attached to the Bid Form.

Bidders are required to certify, under penalty of perjury, that Bids have been prepared without collusion with other Bidders, subcontractors, suppliers, etc. This certification is included with the Bid Form and each Bidder must sign in the space provided.

A non-mandatory pre-bid conference will be held at 1 p.m. on the 13th day of June 2024 at the site. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference.

Cristina Albuño, PE
Agency Engineer, OCRRA

Dated: May 31, 2024

SECTION 00100

INSTRUCTIONS TO BIDDERS

ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. Issuing Office—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Electronic Documents
- A. When the Bidding Requirements indicate that electronic copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner, Construction Manager and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner, Construction Manager and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents. However, Bidder assumes all risks associated with differences arising from transmission/receipt of electronic versions

of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed versions of the documents, and for Bidder's reliance upon such derived information.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 Bidder must submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Bidder's state or other contractor license number, if applicable.
 - D. Subcontractor and Supplier qualification information.
 - E. Other required information regarding qualifications.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Contractor shall perform a minimum of 50% of the Work, excluding material and equipment purchases, with its own labor force. Contractor shall abide by the minimum hourly wage rates attached to the Supplementary Conditions.
- 3.05 The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract, and to complete the work contemplated therein. Conditional bids will not be accepted.
- 3.06 Before awarding this Contract, a meeting may be conducted with the lowest Bidder(s) to discuss the Contractor's plan for constructing the proposed project (i.e., equipment that will be used, field representative, overall understanding of the project, etc.). The purpose of this meeting is to further allow the Owner and Engineer to select the appropriate Contractor for this project.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner, Construction Manager and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.

- 4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 Site and Other Areas

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 Existing Site Conditions

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
1. The Supplementary Conditions identify existing conditions at or adjacent to the Site.
 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

5.03 Other Site-related Documents

- A. Owner will make copies of these other Site-related documents available to any Bidder on request.
- B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.
- C. The other Site-related documents are not part of the Contract Documents.
- D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.

5.04 Site Visit and Testing by Bidders

- A. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- B. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- C. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 Other Work at the Site

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Express Representations and Certifications in Bid Form, Agreement

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Construction Manager in writing. Contact information and submittal procedures for such questions are defined on the Invitation to Bid.

- 7.03 Interpretations or clarifications considered necessary by Construction Manager or Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received after the deadline defined in the Bidding Documents may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents. The Owner may accept alternative bid securities proposed by the Bidder.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Construction Manager authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Construction Manager until after the Effective Date of the Contract.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for portions of the Work within five days after Bid opening.
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner, Construction Manager, or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, then Construction Manager may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, without an increase in Bid price
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner, Construction Manager, or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner, Construction Manager, and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed, and the Bid Form must be duly signed. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price

must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall submit its Bid on a paper copy of the Bid Form printed from the Electronic Document version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder’s name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder’s authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder’s licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder’s state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 Lump Sum

- A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

13.02 Base Bid with Alternates

- A. Bidders must submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

13.03 Unit Price

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity”, which Owner or its representative has set forth in the Bid Form, for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.04 Allowances

- A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 14—SUBMITTAL OF BID

14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.

14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and

other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.

- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Construction Manager, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed or electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21 - SALES AND USE TAXES

- 21.01. Owner is exempt under Section 2045 of the Public Authorities Law from New York State sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall

not be included in the Bid. Refer to Paragraph 6.10 of the Supplementary Conditions for additional information.

ARTICLE 22 - NEW YORK STATE BIDDING PROVISIONS

22.1 Hours and Wages (See Labor Law Section 220)

- A. No laborer, workman or mechanic in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or part of the work contemplated by this Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency, including fire, flood or danger to life or property.
- B. Each laborer, workman or mechanic employed by the Contractor, Subcontractor or other person about or upon the work under this contract shall be paid no less than the prevailing rate wages and shall be provided the supplements not less than the prevailing supplements as determined by the Fiscal Officer pursuant to Article 8 of the Labor Law. The prevailing rate schedule as determined by the Fiscal Officer follows this section and is a part of this Contract. Wage rates redetermined in accordance with the law will be transmitted, when received, to the Contractor and will become a part of this Contract at no cost to the Owner. Any person employed on the site of the work in an occupation not listed in the following prevailing rate schedule shall be paid not less than the minimum rate per hour and shall be provided not less than the supplements designated by the Fiscal Officer.
- C. The Contractor is encouraged to review Labor Law, Section 220 and related Sections in their entirety.

22.2 Discrimination Prohibited (see Labor Law Section 220-e)

- A. The Contractor agrees, in accordance with the applicable provisions of the Labor Law of the State of New York:
 - (1) That in the hiring of employees for the performance of work under this Contract or any subcontract hereunder, no Contractor, Subcontractor nor any person acting on behalf of such Contractor or Subcontractor, shall by reason of race, creed, color, national origin, or sex discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
 - (2) That no Contractor, Subcontractor, nor any person on his behalf shall, in any

manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, color, national origin, or sex;

- (3) That there may be deducted from the amount payable to the Contractor by the Owner under this Contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract;
- (4) That this Contract may be canceled or terminated by the Owner and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the Contract;
- (5) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

22.3 Dust Hazards (See Labor Law Section 222-a)

- A. If, in the construction of the work covered by the Contract, a harmful dust hazard is created for which appliances or methods for the elimination of dust have been approved by the Board of Standards and Appeals, such appliances or methods shall be installed and maintained and effectively operated by the Contractor at his expense.
- B. The Contract shall be void and of no effect unless the Contractor complies with the provisions of this subdivision of the Contract and Labor Law Section 222-a.

22.4 Non-Collusion Certification (see General Municipal Law Section 103-d or where applicable Public Authorities Law Section 2878)

- A. Each bidder shall complete the Non-Collusive Bidding Certification attached to the Bid Form.

22.3 Worker's Compensation (see General Municipal Law Section 108)

- A. This Contract shall be void and of no effect unless the person or corporation making or performing such contract shall secure compensation for the benefit of, and keep insured during the life of such contract, such employees, in compliance with the provisions of the worker's compensation law.

22.4 Lien Law

- A. The attention of the Contractor is invited to the provisions of the Lien Law of the State of New York, wherein funds received by a contractor for a public improvement are declared to constitute trust funds in the hands of such contractor to be applied first to the payment of certain claims.

22.5 Sales and Use Tax Exemptions

- A. Owner is exempt under Section 2045 of the Public Authorities Law from New York State sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid. Refer to Paragraph 6.10 of the Supplementary Conditions for additional information.

Accordingly, the following transactions, if occurring under this Contract, are exempt from the sales and compensating use taxes of the State of New York and of cities and counties thereof, and no sales and compensating use taxes relative to these exempt transactions shall be included in Bids:

- (1) the sale of materials, equipment and supplies to the owner;
 - (2) the sale to the Contractor or his Subcontractors of materials, equipment, and supplies for use in erecting any structure or building included in the Project or in adding to, altering or improving any real property included in the Project, provided that such materials, equipment, and supplies are to become an integral component part of such structure, building or real property (i.e., incorporated in the Project);
 - (3) the sale to the Contractor or his Subcontractors of materials, equipment and supplies to be resold to the Owner other than those described in (3) above.
- B. This Project is to be bid, the Contract drawn and payments made in such manner that the Owner shall have the full advantage of all available exemptions from sales and compensating taxes.
 - C. The Contractor, his Subcontractor and his materialmen shall complete New York Sales Tax Form ST120.1 (Contractor Exempt Purchase Certificate) and shall furnish such certificate to all persons, firms or corporations from whom they purchase materials, equipment and supplies which may be tax exempt as provided above.
 - D. The Contractor and his Subcontractor shall maintain and keep for a period of six 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 year period, until such claim is finally determined and settled, records which in the judgement of the New York State

Department of Taxation and Finance adequately show all such tax exempt materials, equipment and supplies purchased by each.

- E. Each Bidder shall include in his Bid and shall be responsible for the payment of all costs and liabilities (other than those directed to be excluded as in this section above provided) for the amounts assessed under any applicable sales, consumer, use or similar tax, any assessment or tax upon the wages and salaries paid employees of the Contractor and the Subcontractor under the Contract and any other applicable taxes however assessed.

ARTICLE 23 - OCRRA PROVISIONS

23.1 Communications

- A. Communications with the Owner shall be solely through the OCRRA Procurement Contact Person as indicated below. Bidders are specifically directed not to contact any other OCRRA officials or employees in any fashion regarding this bid without prior approval. Unauthorized communications may result in the rejection of the bid.
- B. Owner's Procurement Contact Person, Mr. Jack Connery, will process all questions by email at jconnery@ocrra.org.

23.2 State Finance Law Procurement Compliance Provisions

- C. Bidders are to familiarize themselves with the summary of the State Finance Law Procurement Compliance Provisions and are required to fill out the "Disclosure to OCRRA During Procurement Process of Prior Non-Responsibility Determinations" form, both of which are attached to the Bid Form. Failure to do so will result in disqualification of the Bid.

END OF
SECTION

BID FORM

CONTRACTOR'S BID FOR
EXISTING LEY CREEK TRANSFER STATION DEMOLITION AND SITE
RESTORATION
ONONDAGA COUNTY RESOURCE RECOVERY AGENCY
5158 LEY CREEK DRIVE, LIVERPOOL, NY 13088

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Onondaga County Resource Recovery Agency
100 Elwood Davis Road
North Syracuse, NY 13212-4312
Attn: Cristina Alburnio, P.E., Agency Engineer

Bids must be received via mail or hand delivered in sealed envelopes to OCRRA at the above address, and be clearly labeled "EXISTING LEY CREEK TRANSFER STATION DEMOLITION AND SITE RESTORATION"

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security in the form of a Bid Bond;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement with supporting data; and
- G. Certificate of Non-Collusion
- H. Resolution Accompanying Bid
- I. Conflict of Interest Affidavit
- J. Important State Finance Law Procurement Compliance Provisions
- K. Disclosure to OCRRA During Procurement Process of Prior Non-Responsibility Determinations

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ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

CONTRACT NO. 1 – General Demolition and Site Restoration

3.01 Lump Sum Bids

- A. Bidder will complete the Work in accordance with the Contact Documents for the following lump sums (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02 and as further described in Section 1.3 of Technical Specification Section 01 10 00 – Summary of Work:

| Item | Description | Estimated Quantity | Unit | Bid Amount |
|--|--|--------------------|------|------------|
| Division 1 – General Requirements | | | | |
| 1-1 | General Conditions | 1 | LS | \$ |
| 1-2 | Mobilization and Demobilization | 1 | LS | \$ |
| 1-3 | Temporary Construction Facilities and Controls | 1 | LS | \$ |
| 1-4 | Third Party Quality Assurance | 1 | LS | \$ |
| 1-5 | Survey | 1 | LS | \$ |
| Division 2 – Existing Conditions | | | | |
| 2-1 | ACM Abatement and Lead/Hazardous Materials Remediation | 1 | LS | \$ |
| 2-2 | Demolition and Removal of Existing Building Systems & Components (<i>Electric, HVAC Equipment, Plumbing, etc.</i>) - (Load, Transport & Delivery for Documented Recycling or Disposal) | 1 | LS | \$ |
| 2-3 | Demolition and Removal of Existing Transfer Station Building (<i>Roof, Walls, Structure, & Appurtenances</i>) - (Load, Transport & Delivery for Documented Recycling or Disposal) | 1 | LS | \$ |
| 2-4 | Demolition and Processing of Existing Transfer Station Building Foundation (<i>Concrete Foundation Components, excluding Pile Caps (see Alt-2 through Alt-4)</i>) - (Demolition, Stockpiling & Resizing) | 1 | LS | \$ |
| 2-5 | Demolition and Removal of Existing Site Features (<i>Asphalt Pavement</i>) - (Load, Transport & Delivery for Documented Recycling) | 1 | LS | \$ |
| 2-6 | Demolition and Processing of Existing Site Features (<i>Concrete Pads</i>) - (Demolition, Stockpiling & Resizing) | 1 | LS | \$ |
| 2-7 | Demolition and Removal of Existing Site Features (<i>Retaining Walls & Earthen Ramp</i>) - (Demolition, Stockpiling & Resizing) | 1 | LS | \$ |
| 2-8 | Demolition and Removal of Existing Site Features (<i>Bollards, Sheds, Transfer Station Truck Scales & Scale House</i>) - (Demolition, Removal & Disposal/Recycling) | 1 | LS | \$ |
| 2-9 | Demolition and Removal of Existing Site Features (<i>Truck Scale Foundation, Scale House Foundation & Ancillary Structure Foundations</i>) - (Demolition, Stockpiling & Resizing) | 1 | LS | \$ |
| 2-10 | Demolition and Removal of Existing Site Utilities (<i>Stormwater Structure & Piping</i>) - (Demolition, Removal & Disposal/Recycling) | 1 | LS | \$ |

BID FORM

| Item | Description | Estimated Quantity | Unit | Bid Amount |
|--|---|--------------------|------|------------|
| 2-11 | Demolition and Removal of Existing Site Utilities (<i>Sanitary Piping & Appurtenances</i>) - (Demolition, Removal & Disposal/Recycling) | 1 | LS | \$ |
| 2-12 | Demolition and Removal of Existing Site Utilities (<i>Water Piping & Appurtenances</i>) - (Demolition, Removal & Disposal/Recycling) | 1 | LS | \$ |
| 2-13 | Demolition and Removal of Existing Site Utilities (<i>Electrical Conduits, Service, Light Poles & Appurtenances</i>) - (Demolition, Removal & Disposal/Recycling) | 1 | LS | \$ |
| 2-14 | Demolition and Removal of Existing Site Utilities (<i>Telecommunication Conduits, Service & Appurtenances</i>) - (Demolition, Removal & Disposal/Recycling) | 1 | LS | \$ |
| Division 31 – Earthwork | | | | |
| 31-1 | Earthwork (<i>On-Site Common Fill Materials</i>) (Excavate, Dewater, Backfill, Place & Compact) | 1 | LS | \$ |
| 31-2 | Rough Grading (<i>Limits of Disturbance</i>) | 1 | LS | \$ |
| 31-3 | Clearing & Grubbing | 1 | LS | \$ |
| Total of All Lump Sum Bid Items | | | | |

- B. All specified allowance(s) are included in the price(s) set forth below and have been computed in accordance with Paragraph 13.02 of the General Conditions.

| | |
|-------------------------------|-----------|
| Owner's Contingency Allowance | \$150,000 |
|-------------------------------|-----------|

3.02 Unit Price Bids

- A. Bidder will perform the following Work at the indicated unit prices:

| Item | Description | Estimated Quantity | Unit | Bid Unit Price | Bid Amount |
|----------------------------------|---|--------------------|------|----------------|------------|
| Division 2 – Existing Conditions | | | | | |
| 2-15 | Termination of Existing Site Features (<i>Sanitary Service</i>) | 1 | EA | \$ | \$ |
| 2-16 | Termination of Existing Site Features (<i>Optional Water Service – with Gate Valve</i>) | 1 | EA | \$ | \$ |
| 2-17 | Termination of Existing Site Features (<i>Water Service – at Existing Gate Valve, Cap Only</i>) | 1 | EA | \$ | \$ |
| 2-18 | Termination of Existing Site Features (<i>Electrical Service</i>) | 1 | EA | \$ | \$ |

BID FORM

| Item | Description | Estimated Quantity | Unit | Bid Unit Price | Bid Amount |
|--|--|--------------------|------|----------------|------------|
| 2-19 | Termination of Existing Site Features (<i>Telecommunication Service</i>) | 1 | EA | \$ | \$ |
| Division 31 – Earthwork | | | | | |
| 31-4 | Earthwork - Import and Placement of Balance Fill Materials - (Furnish, Install & Compact Type 2 Subbase Cap) | 2,000 | TONS | \$ | \$ |
| Division 32 – Exterior Improvements | | | | | |
| 32-1 | Topsoil, Erosion Control Mat & Seeding - (<i>Furnish & Install Vegetative Cover</i>) | 110 | SY | \$ | \$ |
| Total of All Unit Price Bid Items | | | | | |

3.03 Alternate Bids

- A. All Alternates will be awarded, however, Contractor shall not proceed with Work involving any Alternate, until written approval from the Owner or Owner’s designee, (*via email, fax, postal or express mail*) indicating the Alternate(s) to proceed with is received by Contractor.
- B. Notwithstanding the estimated quantities for each Alternate, if certain Alternates are not selected and/or the total cost of any selected Alternate exceeds or is less than the estimated cost, as long as the cost to complete the Work involving all selected Alternates does not exceed the Contract Sum at that point in the Project, costs may be shifted between lines during the Project as an adjustment to the Schedule of Values.
- C. Bidder will provide pricing for the following Work as further described in Section 1.4 of Technical Specification Section 01 10 00 – Summary of Work:

BID FORM

| Item No. | Description | Unit | Estimated Quantity | Bid Unit Price | Bid Amount |
|---|---|------|--------------------|----------------|------------|
| Alt-1A | Alternate Bid Item #1A - Static Compressive Load Testing of Pile Cap for first pile cap | EA | 1 | \$ | \$ |
| Alt-1B | Alternate Bid Item #1B - Static Compressive Load Testing of Pile Cap for additional pile caps | EA | 5 | \$ | \$ |
| Alt-2 | Alternate Bid Item #2 – Extraction of Wood Pile | EA | 2 | \$ | \$ |
| Alt-3 | Alternate Bid Item #3 – Cutting of Wood Piles to Four Feet (4') Below Finished Grade | EA | 10 | \$ | \$ |
| Alt-4 | Alternate Bid Item #4 – Cutting Steel Piles to Four Feet (4') Below Finished Grade | EA | 10 | \$ | \$ |
| Alt-5 | Alternate Bid Item #5 – Soil Sampling and Testing <i>(Per Section 02 41 16 of the Technical Specifications)</i> | EA | 6 | \$ | \$ |
| Alt-6 | Alternate Bid Item #6 – Export and Management of Balance Clean Fill Materials - (Test, Load, Transport & Delivery for Documented Beneficial Use) | TONS | 100 | \$ | \$ |
| Alt-7 | Alternate Bid Item #7 – Import and Placement of Balance Fill Materials - (Furnish, Install & Compact Common Fill) | TONS | 2,000 | \$ | \$ |
| Alt-8 | Alternate Bid Item #8 – Export and Management of Balance Concrete Materials - (Load, Transport & Delivery for Documented Recycling or Beneficial Use) | TONS | 100 | \$ | \$ |
| Alt-9 | Alternate Bid Item #9 – Export and Disposal of Contaminated Fill Materials - (Load & Transport) | TONS | 750 | \$ | \$ |
| Total of All Alternative Bid Items | | | | | \$ |

D. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.04 Total Bid Price (Lump Sum, Allowances, Unit Prices and all Alternates)

| | |
|-----------------|----|
| Total Bid Price | \$ |
|-----------------|----|

- A. The Award will be made to the Lowest Responsive and Responsible Bidder based upon Total Bid Price, however, while Alternates 1-6 will be considered to determine the low bid the Owner will only select the necessary Alternates as determined by the Owner.
- B. The Owner reserves the right to negotiate all pricing (e.g. Unit, Alternate, Lump Sums on Bid Sheet) with the low bidder and to select certain Alternates.
- C. The Total Contract Sum, in the executed contract, may not include all Alternates and, even if all Alternates are included, for purposes of Bond requirements, the total amount required for Performance and Payment Bonds will be only be the Total Bid Price amount from this Bid Form unless a lower Total Bid Price was negotiated.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete within 120 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 140 days after the date when the Contract Times commence to run.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS—ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 Bid Acceptance Period
 - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 Instructions to Bidders
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 Receipt of Addenda
 - A. Bidder hereby acknowledges receipt of the following Addenda

| Addendum Number | Addendum Date |
|-----------------|---------------|
| | |
| | |
| | |

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 Bidder’s Representations
 - A. In submitting this Bid, Bidder represents the following:

Bidder has examined and carefully studied the Bidding Documents, including Addenda.

1. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
2. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
3. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
4. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in

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the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

5. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
6. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
7. Bidder 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 Bidding Documents.
8. Bidder has given Construction Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Construction Manager is acceptable to Contractor.
9. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at

BID FORM

artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
5. Bidder will perform the Work in accordance with the Contract Documents for the prices shown in the Bid Schedules that follow.
 6. Bidder acknowledges that Bidder's price(s) constitute Bidder's sole compensation for performing all portions of the Work assigned to the specific Contractor required by the Contract Documents, and if a particular part of the Work is not listed specifically in the Bid Item Descriptions, Bidder has included that part of the Work in the Bid Item Description which it most logically belongs.

BID FORM

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) _____

SUBMITTED on _____, 20

BID BOND (PENAL SUM FORM)

| | |
|--|--|
| <p>Bidder Name: _____ Address <i>(principal place of business)</i>: _____</p> | <p>Surety Name: _____ Address <i>(principal place of business)</i>: _____</p> |
| <p>Owner Name: Onondaga County Resource Recovery Agency (OCRRA) Address <i>(principal place of business)</i>: 100 Elwood Davis Road Syracuse NY 13212</p> | <p>Bid Project <i>(name and location)</i>: Existing Ley Creek Transfer Station Demolition and Site Restoration Contract No. 1 5158 Ley Creek Drive, Liverpool, NY 13088 Bid Due Date: 2pm, July 8, 2024</p> |
| <p>Bond Penal Sum: _____ Date of Bond: _____</p> | |
| <p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p> | |
| <p>Bidder</p> | <p>Surety</p> |
| <p style="text-align: center;"><i>(Full formal name of Bidder)</i></p> | <p style="text-align: center;"><i>(Full formal name of Surety) (corporate seal)</i></p> |
| <p>By: _____ <i>(Signature)</i></p> | <p>By: _____ <i>(Signature) (Attach Power of Attorney)</i></p> |
| <p>Name: _____ <i>(Printed or typed)</i></p> | <p>Name: _____ <i>(Printed or typed)</i></p> |
| <p>Title: _____</p> | <p>Title: _____</p> |
| <p>Attest: _____ <i>(Signature)</i></p> | <p>Attest: _____ <i>(Signature)</i></p> |
| <p>Name: _____ <i>(Printed or typed)</i></p> | <p>Name: _____ <i>(Printed or typed)</i></p> |
| <p>Title: _____</p> | <p>Title: _____</p> |
| <p><i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i></p> | |

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

BID SECURITY

(ATTACH BID SECURITY TO THIS PAGE.)

BID SECURITY

STATEMENT OF SURETY'S INTENT

(To be completed if Bid Security is to be
Certified or Bank Cashier's Check)

To: _____
(Owner)

We have reviewed the Bid of _____
(Contractor)

of _____
(Address)

for _____

(Project)

Bids for which will be received on _____
(Bid Opening Date)

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

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to do business in the State of _____.

Attest:

Surety's Authorized Signature(s)

Attach Power of Attorney

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

(This form must be completed prior to the submission of the bid.)

BIDDER'S QUALIFICATION STATEMENT

To induce the making of this Contract, the Bidder represents to the Owner the following, as evidence of Bidder's Qualifications to perform the work herein specified:

1. How many years has your organization been in business under the name in which you propose to execute this Contract?
 ___ Years

2. What projects of character similar to that proposed has your present organization completed? Give the information indicated by the following tabulations:

| NAME, ADDRESS, AND PHONE NO. OF OWNER FOR WHOM WORK WAS DONE | DESCRIPTION OF WORK | APPROXIMATE AMOUNT OF CONTRACT | APPROXIMATE DATE WORK WAS DONE |
|--|------------------------|--------------------------------------|--------------------------------------|
| | | | |
| | | | |
| | | | |

3. Has your present organization ever failed to complete any work awarded to it? If so, state when, where and why.

4. Do you have, or can you procure the necessary personnel, equipment, facilities and financial resources to immediately undertake and satisfactorily complete the work contemplated in this Contract?

5. Define the percentage of the total contract that will be performed by a Minority or Women Owned Business. If any portion of this work will be performed by a subcontractor, please list the subcontractor with their percentage of the total contract.

LIST OF PROPOSED SUBCONTRACTORS

This document is an Attachment to the Bid Form and is a legally binding part thereof.

Each Bidder shall complete this "List of Proposed Subcontractors" in its entirety. Failure to do so shall render the Bid Form non-responsive and be grounds for its rejection by Owner. If Bidder intends to self-perform the type of work indicates, write "Self Perform" under Subcontractor Name.

| Type of Work | Subcontractor Name and Address | Certified Disadvantage Business Enterprise? | Subcontract Amount | State Contractor License Number |
|--------------|--------------------------------|---|--------------------|---------------------------------|
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OCRRA reserves the right to review Subcontractor qualifications prior to, and at the consideration for, award of the contract.

Total Subcontracted Amount: \$ _____

Percent of Total Contract: _____%

CONTRACTOR'S LICENSE NO.

OR

**EVIDENCE OF BIDDER'S ABILITY TO
OBTAIN STATE CONTRACTOR'S LICENSE**

**CONTRACTOR'S LICENSE NO. OR
EVIDENCE OF BIDDER'S ABILITY TO OBTAIN
STATE CONTRACTOR'S LICENSE**

CERTIFICATE OF NON-COLLUSION

Non-collusive Certifications required of all bidders/proposers/quoters under Section 103-d of the General Municipal Law as amended by Chapter 751 of the Laws of 1965 and Chapter 675 of the Laws of 1966 effective September 1, 1966, is as follows:

By submission of this bid/proposal/quote, the bidder/proposer/quoter and each person signing on behalf of the bidder/proposer/quoter certifies, and in the case of a joint bid/proposal/quote 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/proposal/quote have been arrived at independently without collusion, consultation, communications, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer/quoter or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid/proposal/quote have not been knowingly disclosed by the bidder/proposer/quoter and will not knowingly be disclosed by the bidder/proposer/quoter prior to opening, directly or indirectly, to any other bidder/proposer/quoter or to any competitor; and

(3) No attempt has been made or will be made by the bidder/proposer/quoter to induce any other person, partnership, or corporation to submit or not to submit a bid/proposal/quote for the purpose of restricting competition.

Legal Name of Bidder/Proposer/Quoter (Typed)

Address (Typed)

City State Zip

BY: _____
Signature

Name (Typed)

Dated _____, 20__

Title (Typed)

RESOLUTION ACCOMPANYING BID
(To be filled out by corporate Bidders only)

To: Onondaga County Resource Recovery Agency
(Name of Owner)

I HEREBY CERTIFY that the following is a true and correct copy of resolutions duly adopted at a meeting of the Board of Directors of _____, a corporation incorporated under the Laws of the State of New York, duly called and held on the _____ day of _____, 2024, a quorum then being present; that the said resolutions have been entered upon the regular minute book of the corporation and are in accordance with the certificate of incorporation and the by-laws and are now in full force and effect:

RESOLVED THAT _____
be and hereby is authorized to sign and submit the Bid Proposal of this corporation for the following project:

and to include in such Bid Proposal the certificate as to non- collusion required by law as the act and deed of such corporation, and for all inaccuracies or misstatements in such certificate this corporation shall be liable under the penalty of perjury; and to enter into the contract if awarded to this corporation;

Resolved that the following officer(s) of this corporation is/are authorized on behalf of this corporation to sign proposal and the contract:

(Authorized Officer[s])

I FURTHER CERTIFY that the names of the persons holding titles referred to in the foregoing resolutions are as follows:

| Name | Title |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Secretary: _____

Dated: _____

(Corporate seal, if any)

RESOLUTION ACCOMPANYING BID

CONFLICT OF INTEREST AFFIDAVIT

STATE OF _____)
) ss:
COUNTY OF _____)

_____, being duly sworn, deposes and says for and on behalf of
_____ that:

1. Our (my) firm, _____, is an independent firm or company, and has this date submitted a bid, proposal, or quote to provide goods and/or services to the Onondaga County Resource Recovery Agency.
2. I certify on behalf of the bidder, proposer, or quoter that it and its employees have no interest, direct or indirect, which could conflict in any manner or degree with the performance or provision of these goods and/or services to the Onondaga County Resource Recovery Agency.
3. If awarded a contract my (our) firm agrees that in providing the goods or in the rendering of services to the Onondaga County Resource Recovery Agency, no persons having any such interest shall be employed by the firm. I assume full responsibility for knowing whether my (our) employees or agents have any such interest and hereby certify that no such interest exists.

Dated: _____, 20____ By: _____
For and on Behalf of: _____

Sworn before me this _____ day of _____, 20_ _.

Notary Public

Important State Finance Law Procurement Compliance Provisions

OCRRA Procurement regarding: EXISTING LEY CREEK TRANSFER STATION
DEMOLITION AND SITE RESTORATION

OCRRA Designated Procurement Contact Person(s): Mr. Jack Connery

OCRRA conducts its procurements to provide all vendors with an opportunity to compete fairly to maximize competition. New York State has enacted provisions in its State Finance Law, applicable to any contract over \$15,000.00, that further promotes fair competition. This law now requires that all communications i.e. "contacts" with the Agency regarding this procurement, after the Request to Bid, Request for Proposals, or Request for Quotes go out, must be through a designated OCRRA Procurement Contact Person. Our Designated Procurement Contact Person is listed above. All contacts by potential vendors should be through the Designated Procurement Contact Person and NO ONE ELSE! All such contacts will be recorded by the Designated Procurement Contact Person and any responding information given to a potential vendor will also be shared with all potential vendors, so no one has a competitive advantage. As a potential vendor on this procurement, you will need to fill in the Permissible Contacts Affirmation form, attached, and submit it with your bid/proposal/quote. You will also need to fill in the other part of this two page form that advises OCRRA of any Non-Responsibility Determinations under this law. If you fail to comply with the above Procurement contacts restrictions or you submit knowingly false, inaccurate or incomplete information, or you violate our OCRRA Ethics Code, you may be found to be a "Non-Responsible" vendor. This can result in a rejection of your firm for contract award, or a cancellation of the contract if later discovered (the Contract will include a cancellation provision for such a contingency), and in the event of two such findings in a four year period, debarment from obtaining any further OCRRA procurement contracts for a period of four years from the time of the second violation.

Please be sure to familiarize yourself with these new legal provisions, fill out the attached forms, and contact only the Designated Procurement Contact Person during the procurement process. This will promote fair competition on this procurement and will not disqualify your firm from a potential OCRRA contract award.

IMPORTANT STATE FINANCE LAW
PROCUREMENT COMPLIANCE PROVISIONS

**Disclosure to OCRRA During Procurement Process of
Prior Non-Responsibility Determinations**

OCRRA Procurement regarding: EXISTING LEY CREEK TRANSFER STATION DEMOLITION AND SITE RESTORATION

OCRRA Designated Procurement Contact Person: Mr. Jack Connery

OCRRA conducts its procurements to maximize competition and provide all vendors with an opportunity to compete fairly. New York law now provides that, for any procurement over \$15,000.00, all potential vendors must disclose whether a governmental entity in New York has made a finding of "Non-Responsibility." "Non-Responsibility" is defined in State Finance Law Section 139-j and can include failure of a potential bidder/proposer/quoter to timely disclose truthful, accurate, or complete information that may allow OCRRA to make a determination as to its "responsibility" relative to this procurement as well as unauthorized procurement contacts (including contacts to someone other than the designated procurement contact) and ethics code violations. In order to qualify for consideration on this procurement, the bidder/proposer/quoter must complete and sign the form below.

| |
|--|
| <p>Name and Address of Bidder/Proposer/Quoter Seeking to Enter into the Procurement Contract with OCRRA: _____ _____</p> <p>Name, Title, and Phone Number of Person Submitting this Form: _____ _____</p> <p>Has any Governmental Entity in New York made a finding of Non-Responsibility regarding the bidder/proposer/quoter seeking to enter into the Procurement Contract in the previous four years? (Please circle):</p> <p style="text-align: center;">No Yes</p> <p>If you answered yes to the above question, please provide details regarding the finding of Non-Responsibility below.</p> <p>New York Governmental Entity: _____</p> <p>Date of Finding of Non-Responsibility: _____</p> <p><u>Basis of Finding of Non-Responsibility:</u> _____ _____ _____ _____ _____ _____</p> <p>Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named bidders/proposers/quoters after a finding of intentional provision of false or incomplete information? (Please circle):</p> <p style="text-align: center;">No Yes</p> |
|--|

If yes, please provide details below.

New York Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

Bidder/proposer/quoter certifies that all information provided to OCRRA above with respect to State Finance Law §139-k is complete, true, and accurate.

By: _____ Date: _____

Signature _____

PERMISSIBLE CONTACTS AFFIRMATION

As a potential bidder/proposer/quoter on an OCRRA solicitation where the contract amount may exceed \$15,000.00, I recognize that once the solicitation issues, New York law requires that all contacts with OCRRA regarding that procurement must be through the designated OCRRA Procurement Contact Person and no one else. On behalf of my client as a potential bidder/proposer/quoter, I affirm that my client understands and agrees to comply with the procedures of the Onondaga County Resource Recovery Agency relative to permissible contacts as required by New York State Finance Law §139-j (3) and §139- j (6) (b). This form must be submitted with the bid, proposal, or quote.

OCRRA Designated Procurement Contact Person: Mr. Jack Connery

Vendor Signature

Print Signer's Name

Vendor Title:

Date:

Vendor Name:

Vendor Address:

OCRRA CONSTRUCTION CONTRACT

This **AGREEMENT** made as of the _____ day of _____ 20_____.

Between: **Onondaga County Resource Recovery Agency**
 100 Elwood Davis Road
 North Syracuse, NY 13212

hereinafter called "**OCRRA**"

and

hereinafter called "**CONTRACTOR**"

In consideration of the promises and mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. SUPERSEDING EFFECT

This Contract supersedes all prior written or oral agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed under this Contract.

2. SCOPE OF WORK

The Contractor shall furnish all the services and materials necessary to perform the work associated with the OCRRA Existing Ley Creek Transfer Station Demolition and Site Restoration, at 5158 Ley Creek Drive, Liverpool, NY, as set forth in Exhibit A attached hereto entitled "**Statement of Work**" (hereinafter "SOW" or the "**Work**"). The Contractor agrees to provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the **Work**, whether temporary or permanent, and whether or not incorporated or to be incorporated in the **Work**.

3. PERIOD OF PERFORMANCE

A. The **Work** to be accomplished under this Contract shall be performed as follows: **Work** should not begin at the project site before receiving "Notice to Proceed" and shall be substantially complete 120 calendar days from said date of "Notice to Proceed," and shall be fully completed 140 calendar days from the date of "Notice to Proceed."

B. Specific periods of performance and completion dates, if applicable, for Contract line items are set forth in the SOW.

4. CONSIDERATION AND PAYMENT

A. Subject to the limitations and other conditions contained in this Contract, the price of the **Work** to be performed under this Contract ("Contract Sum") shall not exceed _____ Dollars (\$ _____).

B. Payment shall be in accordance with the following schedule:

Monthly progress payments in accordance with the Contract Documents.
Retainage of 5% held from each payment held until project is fully completed.

- C. The hourly rates to be charged by Contractor to OCRRA for services hereunder, if applicable, are set forth in the SOW.
- D. Scheduled payments will be paid by OCRRA net 30 days after receipt of an invoice by OCRRA for a portion or all of the **Work** completed by Contractor, inspected and accepted by OCRRA in writing. OCRRA will have the right to reduce and set-off against amounts payable by OCRRA hereunder for any indebtedness or amounts previously owed by Contractor to OCRRA, however and whenever arising.

5. **LIQUIDATED DAMAGES**

Contractor agrees that if it fails to complete the SOW within the time articulated in 3. Period of Performance, Contractor will pay OCRRA daily stipulated liquidated damages in the amount of One Thousand Five Hundred Dollars (\$1,000.00) per diem.

6. **NOTICES AND CORRESPONDENCE**

All notices and correspondence shall be sent by either party, in all matters dealing with this Contract, to the following addresses:

A. To OCRRA: **Onondaga County Resource Recovery Agency
Attention: Executive Director
100 Elwood Davis Road
North Syracuse, NY 13212**

B. To Contractor: _____

7. **PERFORMANCE BOND**

Contractor will provide to OCRRA, within five (5) days of execution of this Contract, a performance bond in the amount of the Contract. The performance bond provided must be with an A Rated Insurance Company as determined by the New York State Insurance Department.

8. **CONTRACT ADMINISTRATION**

The names of the individuals specifically authorized to make changes or re-direct the **Work** required by this Contract when permitted pursuant to the provisions hereunder are:

For OCRRA: Executive Director For Contractor: _____

9. **PROJECT COORDINATOR**

Contractor shall employ a competent Project Coordinator who shall be in attendance at the Project Site during the progress of the **Work**. The Project Coordinator shall represent the Contractor and all communications given to the Project Coordinator will be as binding as if given to the Contractor.

10. **PROGRESS REPORTS**

Contractor shall, within five (5) days after date of commencement of the **Work**, prepare and submit to OCRRA for approval a practicable schedule, showing the order in which the Contractor proposes to carry on the **Work**, the date on which it will start, the most important features, including procurement of materials, plant and equipment, and the contemplated dates for completing the same.

11. RISK OF LOSS

The Contractor assumes the risk of, and shall be responsible for, any loss or damage to equipment or materials furnished under this Contract until delivered to OCRRA, installed (if required) and accepted in writing by OCRRA. The Contractor shall maintain adequate insurance to cover this risk.

12. REQUIRED INSURANCE

Before commencing the **Work** to be performed under this Contract, Contractor shall procure and maintain insurance of the kinds and limits enumerated hereunder. The proposed insurance carrier must have an A.M. Best rating of A or better and be admitted to do business in New York State. Certificates of such insurance issued by the Contractor's insurance carrier shall be filed with OCRRA before commencement of Project **Work** and shall name OCRRA and Onondaga County as Additional Insureds. Contractor will provide the following insurance:

- A. Worker's Compensation: Contractor's possession of worker's compensation insurance in accordance with the laws of the State of New York.
- B. Comprehensive General Liability:
 - General Aggregate: \$5,000,000
 - Each Occurrence (Bodily Injury and Property Damage: Combined single limit \$1,000,000)
- C. Comprehensive Automobile Liability:
 - Each Occurrence (Bodily Injury and Property Damage: Combined single limit \$1,000,000)
- D. Builder's Risk Insurance \$1,000,000
- E. Pollution Liability \$1,000,000 each occurrence
- F. Continuity and Extent of Coverage: Contractor shall purchase and maintain the insurance required hereunder, effective for the full period of its performance as set forth in Paragraph 3 above. The insurance coverage shall be for protection of claims which may arise out of or result from Contractor's operations under this Contract, whether the operations be by the Contractor or by the Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
- G. Notice of Termination or Cancellation: The insurance coverage to be required under this Contract may not be terminated or cancelled unless OCRRA is given 30 days prior written notice by the insurance carrier and Contractor provides proof of equivalent alternative coverage.

13. HOLD HARMLESS

Contractor shall, to the fullest extent permitted by applicable law, indemnify, defend, and hold harmless OCRRA from any and all actions, claims, damages, losses and expenses, including but not limited to attorneys' fees, arising directly or indirectly out of Contractor's performance of the **Work**, regardless of whether OCRRA is partially negligent, excluding liability created by OCRRA's sole and exclusive negligence. OCRRA and Contractor agree to reservation by OCRRA of the right to contribution or indemnification from Contractor that would otherwise be barred by Section 11 of the Workers' Compensation Law.

14. **INSPECTION OF SERVICES**

Contractor agrees that the Construction **Work** and/or other services it provides to OCRRA under this Contract will be subject to periodic inspection and testing by OCRRA or its outside designated inspection service, at its option, without unduly delaying the **Work**. Contractor will also maintain an adequate inspection system and perform its own such inspections as will assure that the **Work** performed under the Contract conforms to the Contract specifications and other requirements and make records of such inspections available to OCRRA. The **Work** will also be subject to a final inspection by OCRRA.

15. **MATERIAL AND WORKMANSHIP**

All equipment, material, and articles used in the **Work** covered by this Contract are to be of the most suitable grade for the purpose intended. Contractor will provide new equipment, materials, and articles to be used or incorporated into the **Work** unless the invitation to submit bids/proposals specifically permits the use of used goods and, the responsive Bid/Proposal specifies what used equipment, materials, and articles are intended to be used or incorporated into the **Work**. Reference to any equipment, materials, or articles by trade name or make shall be regarded as establishing a standard and the Contractor may, with OCRRA's prior written approval, substitute any material, equipment, or article which in the judgment of OCRRA is equal to that named.

16. **ERRORS AND OMISSIONS**

Contractor will be responsible for any defect, error, or omission in the execution of the **Work** plans, drawings, and specifications submitted, regardless of whether or not OCRRA had approved such plans, drawings, and specifications. Contractor will correct any such errors or omissions and any defective **Work** associated therewith during the performance of this Contract.

17. **WARRANTY OF CONSTRUCTION/SERVICES**

With respect to the Construction/Service **Work** performed by Contractor hereunder, Contractor agrees that, in addition to any other warranties set forth in the Contract, Contractor warrants that the **Work** performed under this Contract will conform to the Contract requirements and be free from defects in equipment, material, design, or workmanship for the entire warranty period set forth in the Invitation to Bid or Request for Proposals. Contractor further agrees that all of the services it performs under this Contract, including any goods or equipment supplied under this Contract, will be free from defects and conform to the Bid Specifications and the requirements of this Contract. Contractor agrees to promptly correct or re-perform any defective or non-conforming services at no cost to OCRRA and to replace any defective or non-conforming Goods or Equipment installed as part of the **Work** performed under this Contract. If Contractor fails or refuses to correct or re-perform, OCRRA may, by Contract with a third party, or otherwise, correct or replace same with similar services, goods or equipment and charge to Contractor the entire cost incurred to OCRRA thereby or, alternatively, OCRRA may obtain an equitable adjustment in the Contract Sum set forth in Paragraph 4 above.

18. **MANUFACTURERS' WARRANTIES**

Contractor agrees that the manufacturers' warranties it receives that are applicable to any material, equipment, parts or components furnished or installed by Contractor under this Contract will survive the Contract and will run to OCRRA for the full term provided by the manufacturer, and will not be deemed to be exclusive, but in addition to any warranty provided by Contractor under this Contract.

19. **TITLE/LIENS**

Title to all drawings, designs, specifications, notes, and other architect-engineering work produced in performance of this Contract will, at the end of the Contract, vest in OCRRA. Title to any

materials, parts, equipment or other items installed by Contractor under this Contract will vest in OCRRA immediately upon payment. Contractor will pay for all labor, services, materials, equipment and parts installed as part of the **Work** under this Contract as well as other expenses incurred by it or its suppliers in connection with the **Work** and Contractor will defend and indemnify OCRRA against all claims arising out of any unpaid accounts.

20. DOCUMENTS AND SAMPLES AT THE SITE

Contractor will maintain at the Project Site, on a current basis, one record copy of all drawings, specifications, addenda, change orders, and other modifications, in good order and marked currently to record all changes made during construction or the performance of other services. Upon completion of the **Work**, Contractor will provide OCRRA with two (2) copies of the "as built" drawings for the completed **Work**.

21. CHANGES

OCRRA may, at its sole option, at any time, and from time-to-time, by a written order, make changes within the general scope of this Contract, including but not limited to the definition of services to be performed, and the time (i.e. hours of the day, days of the week, etc.) and place of performance thereof. If any such change causes an increase or decrease in the cost of or the time required for the performance of any part of the **Work** under this Contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the Contract price or performance schedule, or both, and the Contract shall be modified in writing accordingly. Any claim by the Contractor for an adjustment under this clause must be asserted by the Contractor in writing within fifteen (15) days from the date of receipt by the Contractor of the written change order unless OCRRA grants, in writing, an extension to the fifteen (15) day period. Charges for any extra work or material will not be allowed unless made pursuant to this clause. Other than the above, the terms and conditions contained in this Contract will not be added to, modified, superseded, or otherwise altered except by written notification signed by an authorized representative of OCRRA and the Contractor.

22. ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

If OCRRA prefers to accept defective or non-conforming **Work**, OCRRA may do so instead of requiring its removal and correction, in which case there will be a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effective whether or not final payment has been made.

23. CONCEALED CONDITIONS

Should concealed conditions be encountered in the Performance of the **Work** below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Invitation to Bid or Request for Proposals, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in **Work** of the character provided for in this Contract, be encountered, the Contract Sum will be equitably adjusted upon a written request by either party made within twenty days after the first observance of such concealed conditions.

24. USE AND POSSESSION PRIOR TO COMPLETION

Unless it actually interferes with Contractor's performance of the **Work**, OCRRA shall have the right to take possession of or use any completed or partially completed part of the **Work** and such possession or use shall not be deemed an acceptance of any **Work** not completed in accordance with this Contract.

25. **NO WAIVER OF CONDITIONS**

Failure of OCRRA to insist on strict performance shall not constitute a waiver of any of the provisions of this Contract by OCRRA or waiver of any other default of the Contractor.

26. **TERMINATION**

OCRRA reserves the right to terminate this Contract upon thirty (30) days written notice to Contractor. If this Contract is so terminated, OCRRA shall be liable only for the payment of services performed and approved prior to the effective date of termination, which for purposes herein is the date of mailing of the Notice of Termination. If Contractor refuses or fails to prosecute the **Work**, or any separate part thereof, with such diligence as will ensure its completion within the time specified herein, or any extension thereof, or fails to complete the **Work** within such time set forth in Paragraph 3, Period of Performance, OCRRA may, by written notice to the Contractor, terminate the Contractor's right to proceed with the **Work** or such part of the **Work** as to which there has been such a delay.

27. **TERMINATION FOR FAILURE TO COMPLY WITH STATE FINANCE LAW**

If the goods or services to be provided hereunder by Contractor to OCRRA exceeds \$15,000.00, in total, OCRRA reserves the right to terminate this contract, at any time during its term, by written notification to Contractor, in accordance with the notification provisions above, in the event it is found that the certification filed by the Contractor during the procurement process was intentionally false or intentionally incomplete or in the event that Contractor engages in an impermissible contact under State Finance Law Sections 139-j and 139-k.

28. **PREVAILING WAGES**

Where applicable, Contractor shall pay its employees the prevailing wages for work, labor or services as required by New York Labor Law Article 8 and Article 9.

29. **TAXES**

OCRRA is exempt from the payment of sales and compensating use taxes of the State of New York and of cities and counties on all materials, equipment, and supplies sold to OCRRA pursuant to this Contract. Also exempt from such taxes are purchases by the Contractor of materials, equipment, and supplies to be sold to OCRRA pursuant to this Contract, including tangible personal property to be incorporated into any structure, building or other real property hereunder.

30. **PROTECTION OF BUILDINGS, EQUIPMENT AND VEGETATION**

The Contractor shall use reasonable care to avoid damaging existing buildings, structures, equipment, and vegetation at OCRRA's facility. If the Contractor fails to do so, Contractor shall promptly replace or repair the damage at Contractor's expense. If Contractor refuses or fails to promptly make such repair or replacement, the Contractor shall be liable for the cost thereof which may be deducted by OCRRA from payments due or which may become due to the Contractor.

31. **INDEPENDENT CONTRACTOR/APPLICABILITY TO SUBCONTRACTORS AND SUPPLIERS**

In all matters relating to this Contract, Contractor shall be acting as an independent contractor. Contractor shall not have any authority to assume or create any obligation, express or implied on behalf of OCRRA and Contractor shall not have the authority to represent himself/herself/itself as an agent or employee of OCRRA. Each subcontractor and supplier shall be bound by all OCRRA Construction Services Contract documents to the same extent and with the same effect as if the subcontractor or supplier were the Contractor.

32. **BANKRUPTCY**

Contractor agrees that if it becomes insolvent or makes a general assignment for the benefit of creditors, OCRRA may, at its option, terminate the balance of this Contract, in whole or in part.

33. **NOTICE TO OCRRA OF LABOR DISPUTES**

Contractor agrees that whenever it has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of its obligations under this Contract, it will immediately give OCRRA notice thereof, including all relevant information with respect to its effect on the timing or completion of the **Work**.

34. **CONFIDENTIAL RELATIONSHIP**

Contractor shall treat as confidential all information supplied by OCRRA to Contractor, to assist Contractor in its performance under this Contract, unless such information is in the public domain. Contractor shall not disclose any such information related to this Contract to any person not authorized by OCRRA to receive it.

35. **CONFLICT OF INTEREST**

Contractor hereby warrants that there is no conflict of interest with Contractor's other contracts or other employment, if any, with the activities to be performed by Contractor hereunder and that Contractor shall advise OCRRA if any conflict or potential conflict of interest exists or arises in the future.

36. **NON-DISCRIMINATION**

Contractor agrees that, in the hiring of employees and subcontractors to perform any **Work**, hereunder, it will not discriminate against any individual or firm on the basis of race, creed, color, gender, sexual orientation, or national origin.

37. **EMERGENCIES**

In the case of an emergency affecting the safety of persons or property, Contractor will act to prevent threatened damage, injury, or loss.

38. **SAFETY**

The Contractor shall be responsible for safety related to and during the performance hereunder. The Contractor shall ensure that its employees are notified of and observe and abide by all applicable safety regulations and laws. The Contractor shall take any additional precautions necessary or proper under the circumstances to prevent injury to or death of persons and/or damage to property.

39. **CLEANING UP**

Contractor agrees that it will keep the **Work** Site and storage areas free from accumulations of waste material or rubbish.

40. **PROHIBITION OF ASSIGNMENT**

This Contract cannot be assigned by Contractor without the prior written consent of OCRRA. Should OCRRA agree to such an assignment of this Contract, Contractor agrees, notwithstanding OCRRA's approval of such an assignment, to remain fully liable for the performance of the **Work** in the event that its assignee does not fully perform all of the **Work** within the Period of Performance

specified herein. Contractor will, in such event, also be responsible to OCRRA with respect to all covenants, obligations, and warranties set forth herein.

41. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, ordinances, rules, and regulations including Federal, State and Municipal authorities, agencies and departments relating to or affecting the **Work** hereunder or any part thereof, and shall secure and obtain any and all permits, licenses, and consents as may be necessary in connection therewith.

42. APPLICABLE LAW

This Contract shall be interpreted in accordance with the laws of the State of New York.

43. GENERAL CONDITIONS

The General Conditions are attached hereto and incorporated by reference herein.

In Witness Whereof, the parties have executed this Contract.

A T T E S T:

Company Name:

Onondaga County Resource Recovery Agency

By: _____
Executive Director

100 Elwood Davis Road,
North Syracuse, NY 13212

(Signature)

(Print Name)

(Print Title)

Dated: _____

EXHIBIT A

**STATEMENT OF WORK
Existing Ley Creek Transfer Station Demolition
and Site Restoration
5158 ROCK CUT ROAD, LIVERPOOL, NY 13088**

EXHIBIT A

STATEMENT OF WORK

**Existing Ley Creek Transfer Station Demolition and Site Restoration
5158 Ley Creek Drive, Liverpool, NY 13088**

OCRRA is seeking bids for demolition and site restoration of the Existing Ley Creek Transfer Station in Liverpool, NY consistent with all work items outlined in the Contract Documents (Contract Drawings and Technical Specifications).

EXHIBIT B

COMPETITIVE BID OR PROPOSAL SUBMITTED

EXHIBIT C

CONTRACTOR SPECIFICATIONS, LITERATURE, WARRANTIES

EXHIBIT D

PERFORMANCE BOND

PERFORMANCE BOND

| | |
|---|---|
| <p>Contractor</p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p> | <p>Surety</p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p> |
| <p>Owner</p> <p>Name: Onondaga County Resource Recovery Agency (OCRRA)</p> <p>Mailing address <i>(principal place of business)</i>: 100 Elwood Davis Road, Syracuse New York 13212</p> | <p>Contract</p> <p>Description <i>(name and location)</i>: Existing Ley Creek Transfer Station Demolition and Site Restoration 5158 Ley Creek Drive, Liverpool NY 13088</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p> |
| <p>Bond</p> <p>Bond Amount: _____</p> <p>Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p> | |
| <p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p> | |
| Contractor as Principal | Surety |
| _____ <i>(Full formal name of Contractor)</i> | _____ <i>(Full formal name of Surety) (corporate seal)</i> |
| By: _____ <i>(Signature)</i> | By: _____ <i>(Signature)(Attach Power of Attorney)</i> |
| Name: _____ <i>(Printed or typed)</i> | Name: _____ <i>(Printed or typed)</i> |
| Title: _____ | Title: _____ |
| Attest: _____ <i>(Signature)</i> | Attest: _____ <i>(Signature)</i> |
| Name: _____ <i>(Printed or typed)</i> | Name: _____ <i>(Printed or typed)</i> |
| Title: _____ | Title: _____ |
| <p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p> | |

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: _____

EXHIBIT E

INSURANCE REQUIREMENTS/CERTIFICATE OF INSURANCE

EXHIBIT E

INSURANCE REQUIREMENTS

HOLD HARMLESS

Regarding the operations and responsibilities concerning this agreement, the Contractor further covenants and agrees to indemnify, defend and hold harmless OCRRA and Onondaga County, its officers, agents, the owner's hired Project Engineer, Cornerstone Engineering and Geology PLLC and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the Contractor, its employees or agents, or because of any joint omission of duty, negligence or wrongful act on the part of the Contractor and OCRRA, their officers, agents or employees in connection with this agreement.

INSURANCE BROAD FORM PROPERTY DAMAGE

The Contractor agrees to obtain and maintain General Liability Insurance including comprehensive Form, Premises/Operations, Products/Completed Operations, Broad Form Contractual, Independent Contractors and Personal Injury, with minimum limits of not less than five million dollars (\$5,000,000) combined single limit (\$1,000,000 each occurrence) for bodily injury, including wrongful death, and property damage.

The Contractor also agrees to obtain and maintain Automobile Liability Insurance, including for owned, hired and non-owned vehicles with minimum limits of not less than one million dollars (\$1,000,000) combined single limit for bodily injury and property damage.

The Contractor also agrees to obtain and maintain Builder's Risk Insurance and Pollution Liability Insurance.

THE CONTRACTOR SHALL PROVIDE TO THE OWNER, OCRRA, A CERTIFICATE OF INSURANCE EVIDENCING THE ABOVE INSURANCE REQUIREMENTS AND SHALL NAME OCRRA, ONONDAGA COUNTY, AND CORNERSTONE ENGINEERING AND GEOLOGY PLLC AS ADDITIONAL INSURED. THE CERTIFICATE SHALL CONTAIN A PROVISION THAT THE ISSUING COMPANY WILL NOTIFY OCRRA BY CERTIFIED MAIL THIRTY (30) DAYS PRIOR TO ANY CHANGE IN OR CANCELLATION OF THE POLICY.

STATUTORY COMPLIANCE

In acceptance of this agreement, the Contractor covenants and agrees to comply in all respects with all Federal, State and County laws which pertain hereto regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and Human Rights.

MAILING INSTRUCTIONS

The Certificate of insurance shall be mailed to:

OCRRA
100 Elwood Davis Road
North Syracuse, NY 13212-4312
Attn: Ms. Cristina Albuio, PE

CERTIFICATE OF INSURANCE

THIS CERTIFIES to OCRRA, 100 Elwood Davis Road, North Syracuse, NY 13212-4312, that the following described policies have been issued to, and are in force now for:

NAME & ADDRESS

OF INSURED:

COVERING:

| Kind of Insurance | Company and Policy No. | Expiration Date | Limits of Liability |
|-------------------------------------|------------------------|-----------------|---|
| (X) Worker's Compensation | | | Statutory |
| (X) Disability Benefits Law | | | Statutory |
| (X) Comprehensive General Liability | | | CSL of \$5,000,000 Agg. in the Primary Policy \$1,000,000 per Occ. |
| (X) Comprehensive Auto Liability | | | CSL of \$1,000,000 per Occ. Primary Policy |
| (X) Builders Risk Insurance | | | \$1,000,000 |
| (X) Pollution Liability | | | \$1,000,000 per Occ. |

The above described policies provide the following features or contain the following provisions, by endorsement for this project:

1. The above policies will not expire and/or non-renew by canceled, for any reason or restricted in coverage until at least thirty (30) days prior to written notice has been given, by certified mail, to OCRRA.
2. The Comprehensive General Liability policy specifically includes premises/operations, products/completed operations, blanket broad form contractual, and independent contractors liability coverage.
3. Personal injury liability coverage is provided under bodily injury liability insurance.
4. Broad form property damage coverage is provided.
5. The exclusion for actions on a contract by a third party beneficiary arising out of a project for a public authority is deleted from the contractor's and the owner's contractual liability policies.
6. The above described policies have been endorsed as necessary to provide the limits of liability indicated.
7. The CGL policy has been endorsed to include OCRRA and Cornerstone Engineering and Geology PLLC as an additional insured.

Name of Insurance Agency

Signature of Authorized Representative

Address of Insurance Agency

Telephone Number

Date

EXHIBIT E

CERTIFICATE OF NON-COLLUSION

EXHIBIT F

CERTIFICATE OF NON-COLLUSION

Non-collusive Certifications required of all bidders/proposers/quoters under Section 103-d of the General Municipal Law as amended by Chapter 751 of the Laws of 1965 and Chapter 675 of the Laws of 1966 effective September 1, 1966, is as follows:

By submission of this bid/proposal/quote, the bidder/proposer/quoter and each person signing on behalf of the bidder/proposer/quoter certifies, and in the case of a joint bid/proposal/quote 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/proposal/quote have been arrived at independently without collusion, consultation, communications, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer/quoter or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid/proposal/quote have not been knowingly disclosed by the bidder/proposer/quoter and will not knowingly be disclosed by the bidder/proposer/quoter prior to opening, directly or indirectly, to any other bidder/proposer/quoter or to any competitor; and

(3) No attempt has been made or will be made by the bidder/proposer/quoter to induce any other person, partnership, or corporation to submit or not to submit a bid/proposal/quote for the purpose of restricting competition.

Legal Name of Bidder/Proposer/Quoter (Typed)

Address (Typed)

City State Zip

BY:

Signature

Name (Typed)

Title (Typed)

Dated _____, 20____

EXHIBIT G

CONFLICT OF INTEREST AFFIDAVIT

EXHIBIT G

CONFLICT OF INTEREST AFFIDAVIT

STATE OF _____)
) ss:
COUNTY OF _____)

_____, being duly sworn, deposes and says for and on behalf of _____ that:

1. Our (my) firm, _____, is an independent firm or company, and has this date submitted a bid, proposal, or quote to provide goods and/or services to the Onondaga County Resource Recovery Agency.
2. I certify on behalf of the bidder, proposer, or quoter that it and its employees have no interest, direct or indirect, which could conflict in any manner or degree with the performance or provision of these goods and/or services to the Onondaga County Resource Recovery Agency.
3. If awarded a contract my (our) firm agrees that in providing the goods or in the rendering of services to the Onondaga County Resource Recovery Agency, no persons having any such interest shall be employed by the firm. I assume full responsibility for knowing whether my (our) employees or agents have any such interest and hereby certify that no such interest exists.

Dated: _____, 20__ By: _____
For and on Behalf of: _____

Sworn before me this _____ day of _____, 20__.

EXHIBIT H

**NOTICE OF AWARD
NOTICE TO PROCEED**

NOTICE OF AWARD

Date of Issuance:

Owner:

Owner's Project No.:

Engineer:

Engineer's Project No.:

Project:

Contract Name:

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated _____ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Existing Ley Creek Transfer Station Demolition and Site Restoration

The Contract Price of the awarded Contract is \$_____. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

TWO unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **TWO** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): _____

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Onondaga County Resource Recovery Agency**

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer

NOTICE TO PROCEED

DATE: _____

Owner: _____ Owner's Project No.: _____
Engineer: _____ Engineer's Project No.: _____
Contractor: _____ Contractor's Project No.: _____
Project: Existing Ley Creek Transfer Station Demolition and Site Restoration
Contract Name: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____ pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is **120 days from said commencement date of "Notice to Proceed"**, resulting in a date for Substantial Completion of _____; and the number of days to achieve readiness for final payment is **140 days from said commencement date of "Notice to Proceed"** in a date for readiness for final payment of _____.

Before starting any Work at the Site, Contractor must comply with the following:

Owner: Onondaga County Resource Recovery Agency
By (signature): _____
Name (printed): _____
Title: _____
Date Issued: _____
Copy: Engineer

EXHIBIT I

SAMPLE PARTIAL PAYMENT ESTIMATE FORM

Form RD 1924-18
(Rev. 6-97)

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT
FARM SERVICE AGENCY

PARTIAL PAYMENT ESTIMATE

CONTRACT NO. _____

PARTIAL PAYMENT ESTIMATE NO. _____

PAGE _____

OWNER: _____

CONTRACTOR: _____

PERIOD OF ESTIMATE

FROM _____ TO _____

CONTRACT CHANGE ORDER SUMMARY

ESTIMATE

| No. | Agency Approval Date | Amount | | |
|------------|-------------------------|-----------|------------|-----------------------------------|
| | | Additions | Deductions | |
| | | | | 1. Original Contract |
| | | | | 2. Change Orders |
| | | | | 3. Revised Contract (1 + 2) |
| | | | | 4. Work Completed* |
| | | | | 5. Stored Materials* |
| | | | | 6. Subtotal (4 + 5) |
| | | | | 7. Retainage* |
| | | | | 8. Previous Payments |
| | | | | 9. Amount Due (6-7-8) |
| TOTALS | | | | * Detailed breakdown attached |
| NET CHANGE | | | | |

CONTRACT TIME

Original (days) _____
Revised _____
Remaining _____

On Schedule

Yes
 No

Starting Date _____
Projected Completion _____

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.

Contractor _____

By _____

Date _____

APPROVED BY OWNER:

Owner _____

By _____

Date _____

ARCHITECT OR ENGINEER'S CERTIFICATION:

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

Architect or Engineer _____

By _____

Date _____

ACCEPTED BY AGENCY:

The review and acceptance of this estimate does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents.

By _____

Title _____

Date _____

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0042. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

TYPICAL UNIT PRICE BREAKDOWN *

| ITEM | DESCRIPTION | CONTRACT <i>(revised)</i> | | | THIS PERIOD | | TOTAL TO DATE | | % COMPLETE |
|--------|-------------|---------------------------|------------|--------|-------------|--------|---------------|--------|------------|
| | | QUANTITY | UNIT PRICE | AMOUNT | QUANTITY | AMOUNT | QUANTITY | AMOUNT | |
| | | | \$ | \$ | | \$ | | \$ | |
| TOTALS | | | | | | | | | |

TYPICAL LUMP SUM PRICE BREAKDOWN *

TYPICAL STORED MATERIALS AND RETAINAGE BREAKDOWN *

| ITEM | DESCRIPTION | SCHEDULED VALUE | WORK COMPLETED | | % COMPLETE | MATERIALS STORED AT END OF THIS PAYMENT PERIOD | | | | | |
|------------------------|-------------|-----------------|----------------|---------|------------|--|----------|------------|--------|----------|--|
| | | | THIS PERIOD | TO DATE | | DESCRIPTION | QUANTITY | UNIT VALUE | AMOUNT | | |
| | | \$ | \$ | \$ | | | \$ | \$ | | | |
| | | | | | | RETAINAGE | | | | | |
| | | | | | | THIS ESTIMATE | | PERCENT | | RETAINED | |
| | | | | | | \$ | | % | | \$ | |
| WORK COMPLETED: | | | | | | | | | | | |
| STORED MATERIALS: | | | | | | | | | | | |
| OTHER <i>(explain)</i> | | | | | | | | | | | |
| TOTALS | | | | | | TOTAL | | | | | |

* As a minimum, detailed breakdowns should contain this information.

EXHIBIT J

SAMPLE CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

EXHIBIT J

SAMPLE CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

OWNER

CONTRACTOR

ENGINEER

FUNDING AGENCIES

TO (Owner):

CONTRACT FOR:

PROJECT (Name, address):

CONTRACT DATE:

STATE OF _____)
) ss:
COUNTY OF _____)

RELEASE OF LIENS

The undersigned, having received payment in full for all labor, materials, supplies or equipment, in the construction or repair of the improvements upon the property located at _____, and furnished in the execution and fulfillment of contract between said Contractor and _____ Owner, dated _____ day of 20_____, do (does) hereby release and waive any and all claims, liens, and lien rights, of any kind, nature, or description whatsoever, against said property and the owner thereof.

| Lien or Claimant | Work or Materials | Amount | Date |
|-------------------------|--------------------------|---------------|-------------|
| | | | |
| | | | |
| | | | |
| | | | |

(Provide attachments as needed.)

Contractor: _____

By (Owner/Officer): _____

Address: _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public: _____ My Commission Expires: _____

Seal:

EXHIBIT K

SAMPLE CONTRACT CHANGE ORDER FORM

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT AND
FARM SERVICE AGENCY

CONTRACT CHANGE ORDER

| | |
|--------------|-----------|
| CONTRACT FOR | ORDER NO. |
| OWNER | DATE |
| | STATE |
| | COUNTY |

To _____
(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

| Description of Changes (Supplemental Plans and Specifications Attached) | DECREASE in Contract Price | INCREASE in Contract Price |
|--|-------------------------------|-------------------------------|
| | \$ _____ | \$ _____ |
| TOTALS | \$ _____ | _____ |
| NET CHANGE IN CONTRACT PRICE | \$ _____ | _____ |

JUSTIFICATION:

The amount of the Contract will be (Decreased) (Increased) By The Sum Of: _____
Dollars (\$ _____).

The Contract Total Including this and previous Change Orders Will Be: _____
Dollars (\$ _____).

The Contract Period Provided for Completion Will Be (Increased) (Decreased) (Unchanged): _____ Days.
This document will become a supplement to the contract and all provisions will apply hereto.

| | |
|---|--------------|
| Requested _____ (Owner) | _____ (Date) |
| Recommended _____ (Owner's Architect/Engineer) | _____ (Date) |
| Accepted _____ (Contractor) | _____ (Date) |
| Approved by Agency _____ (Name and Title) | _____ (Date) |

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Agriculture, Clearance Officer, STOP 7402, 1400 Independence Avenue, S.W., Washington, D.C. 20250-7402. Please DO NOT RETURN this form to this address. Forward to the local USDA office only. You are not required to respond to this collection of information unless it displays a currently valid OMB control number.

EXHIBIT L

IDENTIFICATION OF CONTRACT DRAWINGS AND TECHNICAL SPECIFICATIONS

The Contract Drawings show the character and scope of the work to be performed and have been prepared or approved by the Engineer. Contractors shall refer to all Drawings. The drawings, all of which constitute an integral part of the Contract Documents as approved for construction on the date so designated on said drawings, and are listed below by sheet number and title:

| | |
|----|---|
| 00 | Title Sheet – Area Map |
| 01 | Demolition & Construction Notes |
| 02 | Existing Conditions |
| 03 | Building & Structure Demolition Plans |
| 04 | Pile Cap Location Plan |
| 05 | Utility Abandonment Plan |
| 06 | Site Restoration Plan |
| 07 | Site Restoration Details |
| 08 | Soil Erosion & Sediment Control Plan |
| 09 | Soil Erosion & Sediment Control Details |

The Technical Specifications define the work to be performed and have been prepared or approved by the Engineer. Contractors shall refer to all Technical Specifications. The technical Specifications, all of which constitute an integral part of the Contract Documents as approved for construction on the date so designated on said specifications, and are listed below by division number and title:

TECHNICAL SPECIFICATIONS

Division 01 – General Requirements

| | |
|----------|-------------------------------------|
| 01 10 00 | Summary of Work |
| 01 20 00 | Price and Payment Procedures |
| 01 25 00 | Substitution Procedures |
| 01 30 00 | Administrative Requirements |
| 01 32 16 | Construction Progress Schedule |
| 01 32 23 | Survey and Layout Data |
| 01 33 00 | Submittal Procedures |
| 01 40 00 | Quality Requirements |
| 01 50 00 | Temporary Facilities and Controls |
| 01 50 01 | Health and Safety Provisions |
| 01 60 00 | Product Requirements |
| 01 70 00 | Execution and Closeout Requirements |
| 01 90 00 | Reference Standards |

Division 02 – Existing Conditions

| | |
|----------|--|
| 02 41 16 | Site Clearing and Structure Demolition |
|----------|--|

Division 31 – Earthwork

| | |
|----------|---------------------|
| 31 05 13 | Earthwork |
| 31 08 13 | Pile Load Testing |
| 31 22 13 | Rough Grading |
| 31 23 16 | Excavation |
| 31 23 19 | Dewatering |
| 31 67 00 | Shoring and Bracing |

Division 32 – Exterior Improvements

| | |
|----------|------------------|
| 32 91 19 | Site Restoration |
|----------|------------------|

Division 33 – Utilities

| | |
|----------|---------------------------------------|
| 33 41 00 | Stormwater and Groundwater Management |
|----------|---------------------------------------|

The Attachments to the Contract Drawings and Technical Specifications have been reviewed by and considered by the Engineer. Contractors shall refer to all Attachments. The Attachments, all of which constitute an integral part of the Contract Documents, are listed below reference:

Attachment 1 – Pre-Demolition Building Survey at Ley Creek Transfer Station (July 2023)

Attachment 2 – Topographic Survey Ley Creek OCRRA Site Part of Lot No. 17 (June 2022 – updated December 2022)

Attachment 3 – Topographic Survey Ley Creek OCRRA Site Part of Lot No. 17 (June 2022)

Attachment 4 – Onondaga County Resource Recover Agency Ley Creek Transfer Station – *Electrical Service Upgrade (September 2019)*

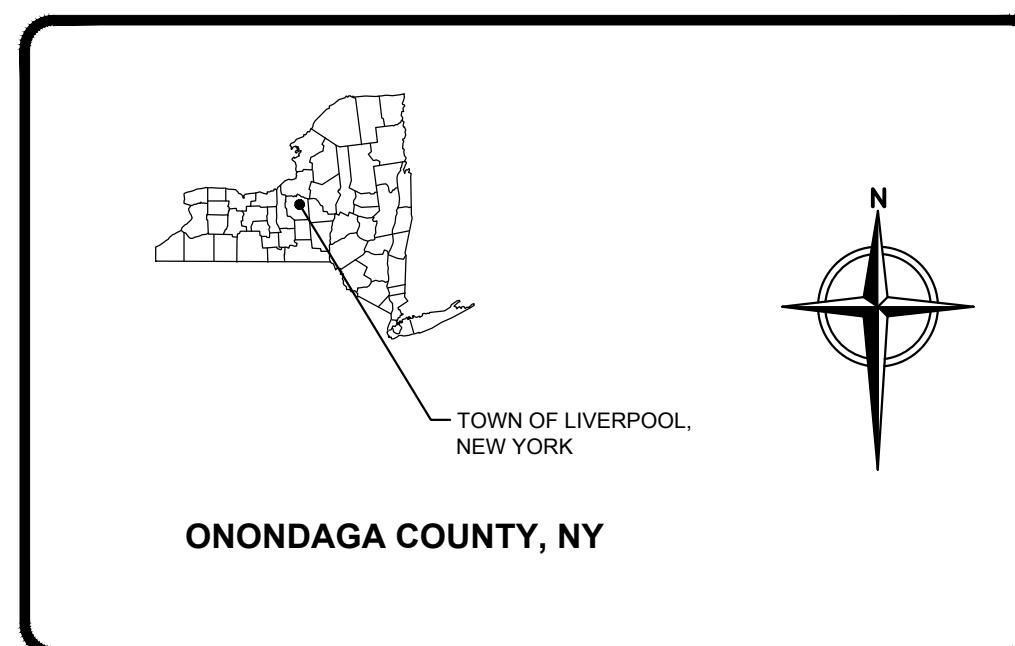
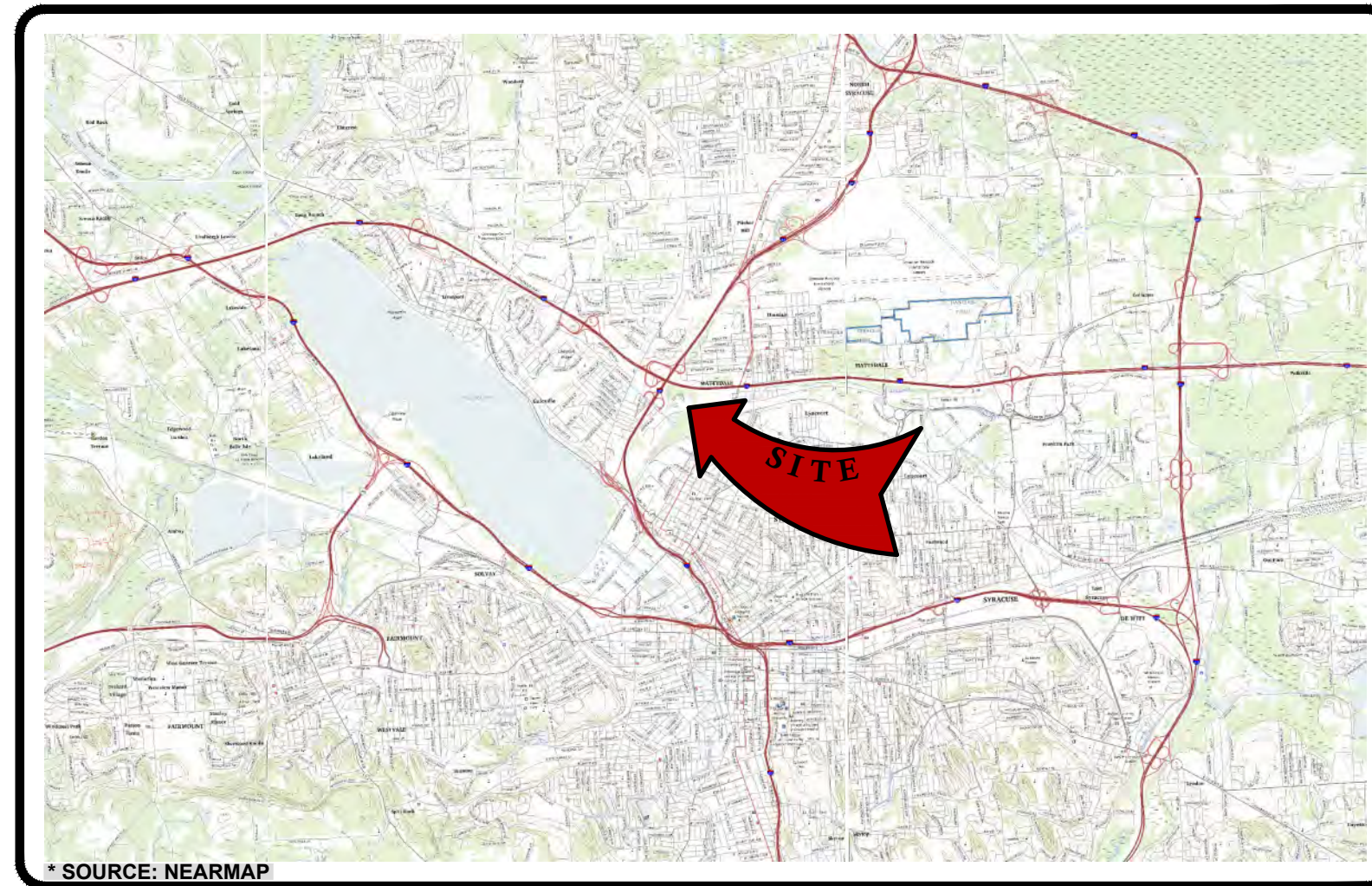
Attachment 5 – Map of Facilities Onondaga County Resource Recovery Agency Part of Military Lot 17 (October 1992, revised October 1994)

Attachment 6 – LCTS Building Sprinkler System Design (1991+ estimated)

Attachment 7 – Contract Drawings Ley Creek Transfer Station Modifications (April 1991)

Attachment 8 – County of Onondaga Ley Creek Shredding Plant (1974)

DEMOLITION & SITE RESTORATION PLANS
FOR THE
EXISTING LEY CREEK
TRANSFER STATION
 PREPARED FOR
ONONDAGA COUNTY RESOURCE RECOVERY AGENCY
ONONDAGA COUNTY, NEW YORK
MAY 2024



LOCATION MAPS

INDEX OF DRAWINGS

| | |
|----|---|
| 00 | TITLE SHEET - AREA MAP |
| 01 | DEMOLITION & CONSTRUCTION NOTES |
| 02 | EXISTING CONDITIONS PLAN |
| 03 | BUILDING & STRUCTURE DEMOLITION PLAN |
| 04 | PILE CAP LOCATION PLAN |
| 05 | UTILITY ABANDONMENT PLAN |
| 06 | SITE RESTORATION PLAN |
| 07 | SITE RESTORATION DETAILS |
| 08 | SOIL EROSION & SEDIMENT CONTROL PLAN |
| 09 | SOIL EROSION & SEDIMENT CONTROL DETAILS |



PREPARED BY: CORNERSTONE ENGINEERING AND GEOLOGY, PLLC

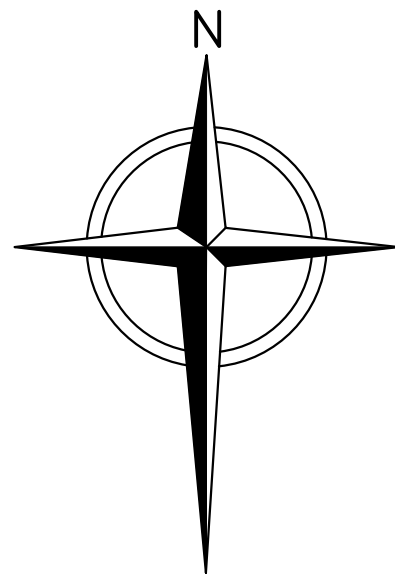
100 CRYSTAL RUN ROAD
 SUITE 101
 MIDDLETOWN, NEW YORK 10941
 Tel: (877) 294-9070
 Fax (845) 692-5894

PROJECT NO. 209 - 4243001

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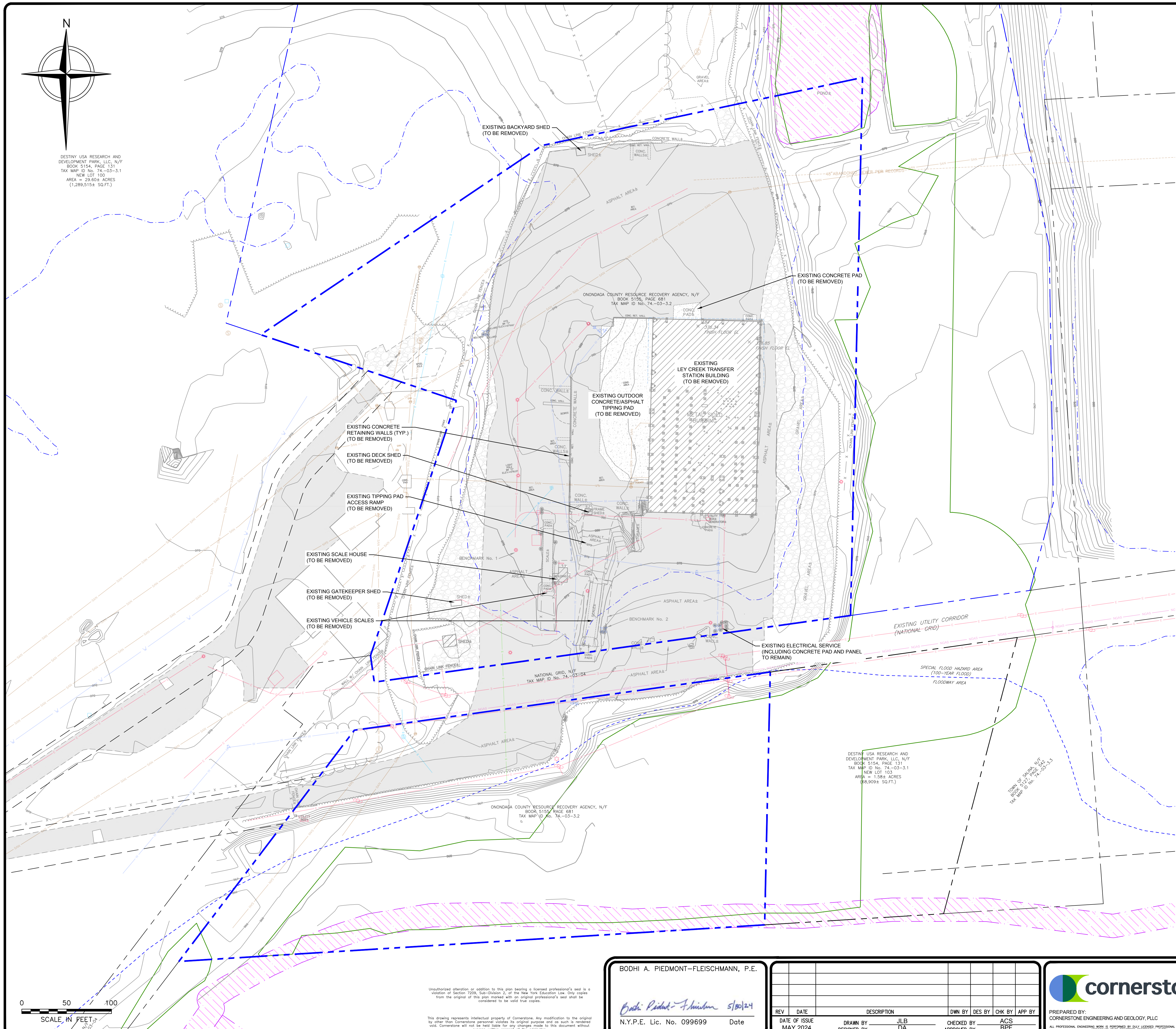
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 1" 1/2" 0" 1"



DESTINY USA RESEARCH AND DEVELOPMENT PARK, LLC, N/F
 BOOK 5154, PAGE 131
 TAX MAP ID No. 74-03-3.1
 NEW LOT 150
 AREA = 29.60± ACRES
 (1,289,515± SQ.FT.)

FILE: X:\PROJECTS\OCRRASAL\01 LEY CREEK DEMO AND GEOTECH PLAN SET\240301-502 EXISTING SITE PLAN.dwg, Layout, SHEET 02, User: h.pedmont@cornerstone.com, May 2024, 8:00pm



LEGEND

- APPROXIMATE FACILITY PROPERTY BOUNDARY
- APPROXIMATE OCRRRA CONTROLLED PROPERTY BOUNDARY
- ADJACENT PROPERTY BOUNDARY
- EXISTING 1' CONTOUR
- EXISTING 5' CONTOUR
- EXISTING BUILDING/SHED/ENCLOSURE
- EXISTING EDGE OF PAVEMENT
- EXISTING EDGE OF GRAVEL
- EXISTING EDGE OF CONCRETE
- EXISTING FENCELINE
- EXISTING UTILITY POLE & OVERHEAD OR UNDERGROUND ELECTRICAL SERVICE
- EXISTING WATER MAIN, WATER VALVE & HYDRANT
- EXISTING STORM SEWER, CATCH BASIN & MANHOLE
- EXISTING SANITARY SEWER, SEWER VENT & MANHOLE
- EXISTING NATURAL GAS
- EXISTING EDGE OF TREES/BRUSH
- EXISTING EDGE OF WATER
- EXISTING LIGHT POLE
- EXISTING BOLLARD
- EXISTING STORM MANHOLE
- EXISTING CATCH BASIN
- SPECIAL FLOOD HAZARD AREA (100-YEAR FLOOD)
- FLOODWAY AREA
- FEDERAL WETLANDS (NATIONAL WETLANDS INVENTORY)
- PRELIMINARILY FLAGGED NON-PRISTINE WETLANDS (B&L 6/29/2022)
- EXISTING PILES AND PIERS
- EXISTING AREA OF PAVEMENT
- EXISTING AREA OF CONCRETE
- EXISTING AREA OF GRAVEL

BENCHMARKS:

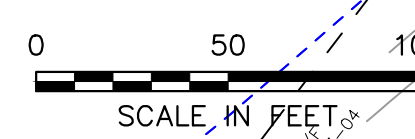
1. BENCHMARK NO. 1 - CHISELED "X" AT SOUTHEAST CORNER LIGHT POLE BASE
 25'± WEST OF EXISTING VEHICLE SCALE
 ELEV.: 376.59 (COORDINATES TO BE PROVIDED BY OWNER)
2. BENCHMARK NO. 2 - CHISELED "X" ON TOP OF HYDRANT (2008 MUELLER)
 BOLT @ POINT OF ARROW
 ELEV.: 376.40 (COORDINATES TO BE PROVIDED BY OWNER)
3. CONTRACTOR TO ESTABLISH NEW BENCHMARKS (MINIMUM OF THREE (3)) OUTSIDE THE LIMIT OF DISTURBANCE UPON DEMOLITION OF THE EXISTING BENCHMARKS. LOCATION OF NEW BENCHMARKS SHALL BE COORDINATED WITH THE OWNER.

NOTES:

1. HORIZONTAL CONTROL SHOWN HEREON IS BASED UPON THE NEW YORK STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE. SEE REFERENCE 1.
2. VERTICAL CONTROL IS BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). SEE REFERENCE 1.
3. WORK WITHIN THE EXISTING UTILITY CORRIDOR (NATIONAL GRID) SHALL BE COORDINATED WITH THE OWNER AND LIMITED TO THE ACTIVITIES NECESSARY FOR DEMOLITION AND SITE RESTORATION OF THE SOUTHERN MOST ACCESS RAMP SERVING THE EXISTING EASTERN VEHICLE SCALE (SEE SHEET NOS. 02 & 03 FOR ADDITIONAL DETAIL).

REFERENCES:

1. "TOPOGRAPHIC SURVEY, LEY CREEK OCRRRA SITE, PART OF LOT NO. 17, TOWN OF SALINA, ONONDAGA COUNTY, NEW YORK", SCALE 1"=50', DATED JUNE 29, 2022, LAST UPDATED DECEMBER 2022, PREPARED BY IANUZI & ROMANS LAND SURVEYING, P.C. OF NORTH SYRACUSE, NEW YORK.
2. "ONONDAGA COUNTY RESOURCE RECOVERY AGENCY, DELINEATED RESOURCES, ONONDAGA COUNTY, NEW YORK", SCALE 1"=200', DATED JUNE 29, 2022, PREPARED BY BARTON & LOGUIDICE.
3. APPROXIMATE LOCATION OF SELECT HISTORIC SANITARY SEWER, STORMWATER, AND ELECTRICAL UTILITIES: "COUNTY OF ONONDAGA, LEY CREEK SHREDDING PLANT, TOWN OF SALINA - ONONDAGA COUNTY, NEW YORK, CONTRACT NO. 2, EQUIPMENT FOR 24.5 KV SUBSTATION AND 0.4 KV DISTRIBUTION CENTER", DATED SEPTEMBER 18, 1973, LAST REVISED APRIL 1974, PREPARED BY BARTON, BROWN, CLYDE & LOGUIDICE, P.C., CONSULTING ENGINEERS & LAND SURVEYORS OF NORTH SYRACUSE, NEW YORK.
4. APPROXIMATE LOCATION OF SELECT HISTORIC SANITARY SEWER, STORMWATER, GAS, WATER, AND ELECTRICAL UTILITIES: "COUNTY OF ONONDAGA, LEY CREEK SHREDDING PLANT, TOWN OF SALINA - ONONDAGA COUNTY, NEW YORK, CONTRACT NO. 5A - GENERAL, CONTRACT NO. 5B - ELECTRICAL, CONTRACT NO. 5C - HEATING & VENTILATING, CONTRACT NO. 5D - PLUMBING", DATED APRIL 5, 1974, MAY 15, 1974, AND JUNE 29, 1974, PREPARED BY BARTON, BROWN, CLYDE & LOGUIDICE, P.C., CONSULTING ENGINEERS & LAND SURVEYORS OF NORTH SYRACUSE, NEW YORK.
5. "CONTRACT DRAWINGS, LEY CREEK TRANSFER STATION MODIFICATIONS, CONTRACT NO. #1 - GENERAL, SOLID WASTE DISPOSAL AUTHORITY, ONONDAGA COUNTY, NEW YORK", DATED SEPTEMBER 1990, PREPARED BY O'BRIEN & GERE ENGINEERS, INC. OF SYRACUSE, NEW YORK.
6. APPROXIMATE LOCATION OF SELECT HISTORIC ELECTRICAL, SANITARY SEWER, GAS, AND WATER UTILITIES: "CONTRACT DRAWINGS, LEY CREEK TRANSFER STATION MODIFICATIONS, CONTRACT NO. 1 - GENERAL, CONTRACT NO. 2 - ELECTRICAL, CONTRACT NO. 3 - FIRE PROTECTION, ONONDAGA COUNTY RESOURCE RECOVERY AGENCY, ONONDAGA COUNTY, SYRACUSE, NEW YORK", DATED APRIL 1991, LAST REVISED DECEMBER 1991, PREPARED BY O'BRIEN & GERE ENGINEERS, INC. OF SYRACUSE, NEW YORK.
7. APPROXIMATE LOCATION OF SELECT HISTORIC UTILITIES AND FEATURES: "MAP OF FACILITIES, ONONDAGA COUNTY RESOURCE RECOVERY AGENCY, PART OF MILITARY LOT 17", DATED OCTOBER 1992, LAST REVISED OCTOBER 1994, PREPARED BY PHILIPS & ASSOCIATES SURVEYORS, P.C. OF LIVERPOOL, NEW YORK.
8. APPROXIMATE LOCATION OF SELECT HISTORIC ELECTRICAL UTILITIES: "ONONDAGA COUNTY RESOURCE RECOVERY AGENCY, LEY CREEK TRANSFER STATION", DATED SEPTEMBER 2019 (PRELIMINARY), PREPARED BY GHD CONSULTING SERVICES, INC. OF CAZENOVIA, NEW YORK.
9. "NATIONAL FLOOD INSURANCE PROGRAM NFIP01, FIRM, FLOOD INSURANCE RATE MAP, ONONDAGA COUNTY, NEW YORK, (ALL JURISDICTIONS), PANEL 208 OF 500, MAP NUMBER 3067C0208F, EFFECTIVE DATE NOVEMBER 4, 2016", SCALE 1"=500', PUBLISHED BY DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
10. FEDERAL WETLANDS FROM THE UNITED STATES FISH & WILDLIFE - NATIONAL WETLANDS INVENTORY, DATED MAY 13, 2022.
11. STATE REGULATED WETLANDS FROM THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, ENVIRONMENTAL RESOURCE MAPPER, ACCESSED AUGUST 24, 2022. NO STATE REGULATED WETLANDS WERE MAPPED IN THE DEPICTED AREA.



Unauthorized alteration or addition to this plan bearing a licensed professional's seal is a violation of Section 7209, Sub-Division 2, of the New York Education Law. Only copies from the original of this plan marked with an original professional's seal shall be considered to be valid true copies.

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BODHI A. PIEDMONT-FLEISCHMANN, P.E.

Bodhi Piedmont-Fleischmann 5/30/24

N.Y.P.E. Lic. No. 099699 Date

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DATE OF ISSUE: MAY 2024
 DRAWN BY: JLB
 DESIGNED BY: DA
 CHECKED BY: ACS
 APPROVED BY: BPF

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 CORNERSTONE ENGINEERING AND GEOLOGY, PLLC

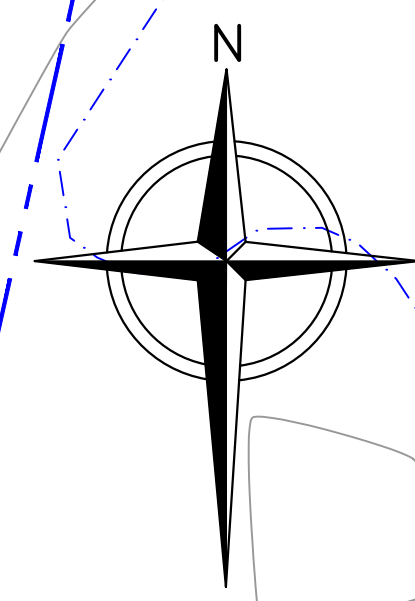
ALL PROFESSIONAL ENGINEERING WORK IS PERFORMED BY DULY LICENSED PROFESSIONAL ENGINEERS UNDER THE APPROPRIATE STATE REGISTERED PROFESSIONAL DUTY.

ONONDAGA COUNTY RESOURCE RECOVERY AGENCY
 EXISTING LEY CREEK TS DEMOLITION & SITE RESTORATION
 5158 LEY CREEK DRIVE, LIVERPOOL, NY

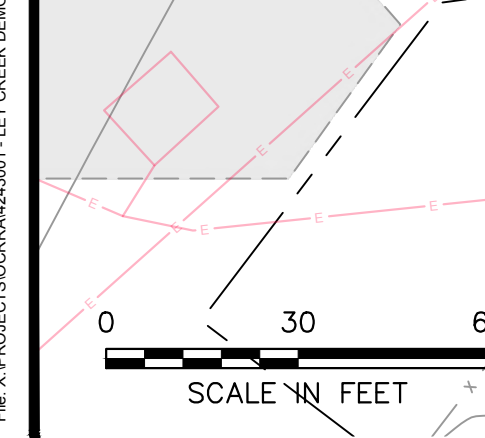
EXISTING CONDITIONS PLAN

SHEET NO.
02

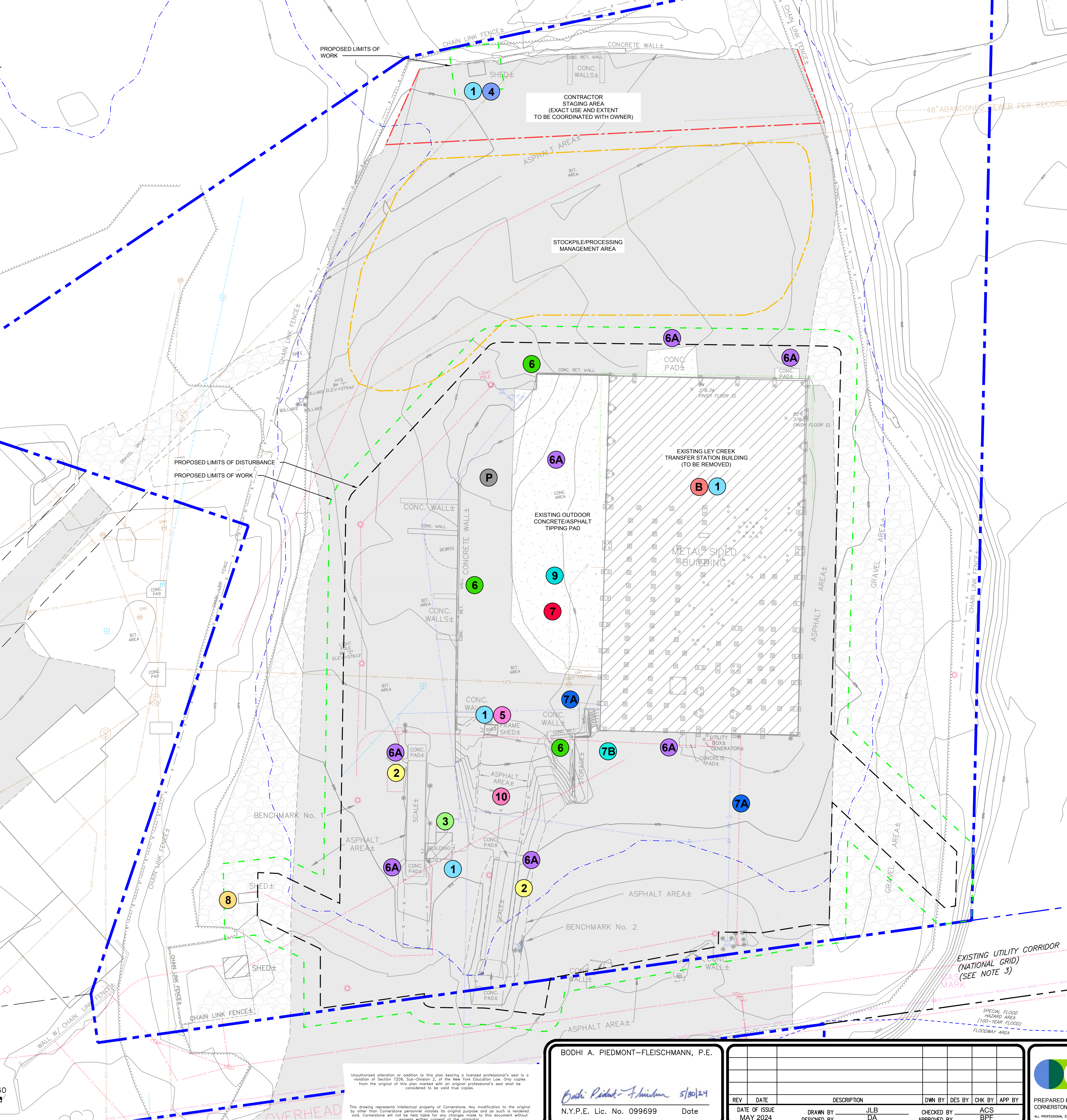
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SCALE IN FEET



LEGEND

| | |
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| | APPROXIMATE FACILITY PROPERTY BOUNDARY |
| | APPROXIMATE OCRRA CONTROLLED PROPERTY BOUNDARY |
| | ADJACENT PROPERTY BOUNDARY |
| | EXISTING 1' CONTOUR |
| | EXISTING 5' CONTOUR |
| | EXISTING BUILDING/SHED/ENCLOSURE |
| | EXISTING EDGE OF PAVEMENT |
| | EXISTING EDGE OF GRAVEL |
| | EXISTING EDGE OF CONCRETE |
| | EXISTING FENCELINE |
| | EXISTING UTILITY POLE & OVERHEAD OR UNDERGROUND ELECTRICAL SERVICE |
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| | EXISTING BOLLARD |
| | EXISTING STORM MANHOLE |
| | EXISTING CATCH BASIN |
| | EXISTING PILES AND PIERS |
| | EXISTING AREA OF PAVEMENT |
| | EXISTING AREA OF CONCRETE |
| | EXISTING AREA OF GRAVEL |
| | SPECIAL FLOOD HAZARD AREA (100-YEAR FLOOD) |
| | PROPOSED LIMITS OF DISTURBANCE (APPROXIMATE) |
| | PROPOSED CONTRACTOR STAGING AREA (APPROXIMATE) |
| | PROPOSED STOCKPILE/PROCESSING MANAGEMENT AREA (APPROXIMATE) |
| | PROPOSED LIMIT OF WORK (APPROXIMATE) |

- KEY NOTES:**
- B** EXISTING LEY CREEK TRANSFER STATION BUILDING, FOUNDATION, AND APPURTENANCES (TO BE REMOVED). (SEE ATTACHMENTS 2 & 3 FOR HISTORICAL CONSTRUCTION DRAWINGS)
 - P** EXISTING PAVEMENT (TO BE REMOVED WITHIN LIMIT DEPICTED)
 - 1** REMOVAL OF HOUSEHOLD HAZARDOUS MATERIALS FROM ALL EXISTING ON-SITE STRUCTURES. (SEE ATTACHMENT 1 FOR HAZARDOUS MATERIALS SURVEY)
 - 2** EXISTING TRUCK SCALES AND ANCILLARY CONCRETE PADS (TO BE REMOVED)
 - 3** EXISTING SCALE HOUSE (TO BE REMOVED)
 - 4** EXISTING BACKYARD SHED (TO BE REMOVED)
 - 5** EXISTING DECK SHED (TO BE REMOVED)
 - 6** EXISTING CONCRETE RETAINING WALLS (TO BE REMOVED)
 - 6A** EXISTING CONCRETE PADS (TO BE REMOVED)
 - 7** EXISTING SANITARY SERVICE CONNECTION (TO BE CAPPED AND ABANDONED). (SEE DETAIL SHEET NO. 05)
 - 7A** EXISTING WATER SERVICE CONNECTION (TO BE CAPPED AND ABANDONED). (SEE DETAIL SHEET NO. 05)
 - 7B** EXISTING ELECTRICAL SERVICE AND/OR TELECOMMUNICATIONS SERVICE (TO BE TERMINATED). (SEE DETAIL SHEET NO. 05)
 - 8** EXISTING GATEKEEPER SHED (TO BE REMOVED)
 - 9** EXISTING OUTDOOR CONCRETE/ASPHALT TIPPING PAD (TO BE REMOVED)
 - 10** EXISTING TIPPING PAD ACCESS RAMP (TO BE REMOVED)

- NOTES:**
- HORIZONTAL CONTROL SHOWN HEREON IS BASED UPON THE NEW YORK STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE. SEE REFERENCE 1.
 - VERTICAL CONTROL IS BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). SEE REFERENCE 1.
 - WORK WITHIN THE EXISTING UTILITY CORRIDOR (NATIONAL GRID) SHALL BE COORDINATED WITH THE OWNER AND LIMITED TO THE ACTIVITIES NECESSARY FOR DEMOLITION AND SITE RESTORATION OF THE SOUTHERN MOST ACCESS RAMP SERVING THE EXISTING EASTERN VEHICLE SCALE (SEE SHEET NOS. 02 & 03 FOR ADDITIONAL DETAIL).
 - NO FILL MAY BE PLACED WITHIN THE MAPPED SPECIAL FLOOD HAZARD AREA (100-YEAR FLOOD) WITHOUT APPLICABLE LOCAL PERMITS. FOR THE PURPOSES OF THE PROPOSED WORK, NO FILL IN THESE REGULATED AREAS IS EXPECTED.
 - ADDITIONAL DETAIL REGARDING UTILITY ABANDONMENT CAN BE FOUND ON SHEET NO. 05, "UTILITY ABANDONMENT PLAN."

- REFERENCES:**
- "TOPOGRAPHIC SURVEY, LEY CREEK OCRRA SITE, PART OF LOT NO. 17, TOWN OF SALINA, ONONAGA COUNTY, NEW YORK", SCALE 1"=50', DATED JUNE 29, 2022, LAST UPDATED DECEMBER 2022, PREPARED BY IANUZI & ROMANS LAND SURVEYING, P.C. OF NORTH SYRACUSE, NEW YORK.
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BODHI A. PIEDMONT-FLAISCHMANN, P.E.
Bodhi Piedmont-Flaischmann 5/30/24
 N.Y.P.E. Lic. No. 099699 Date

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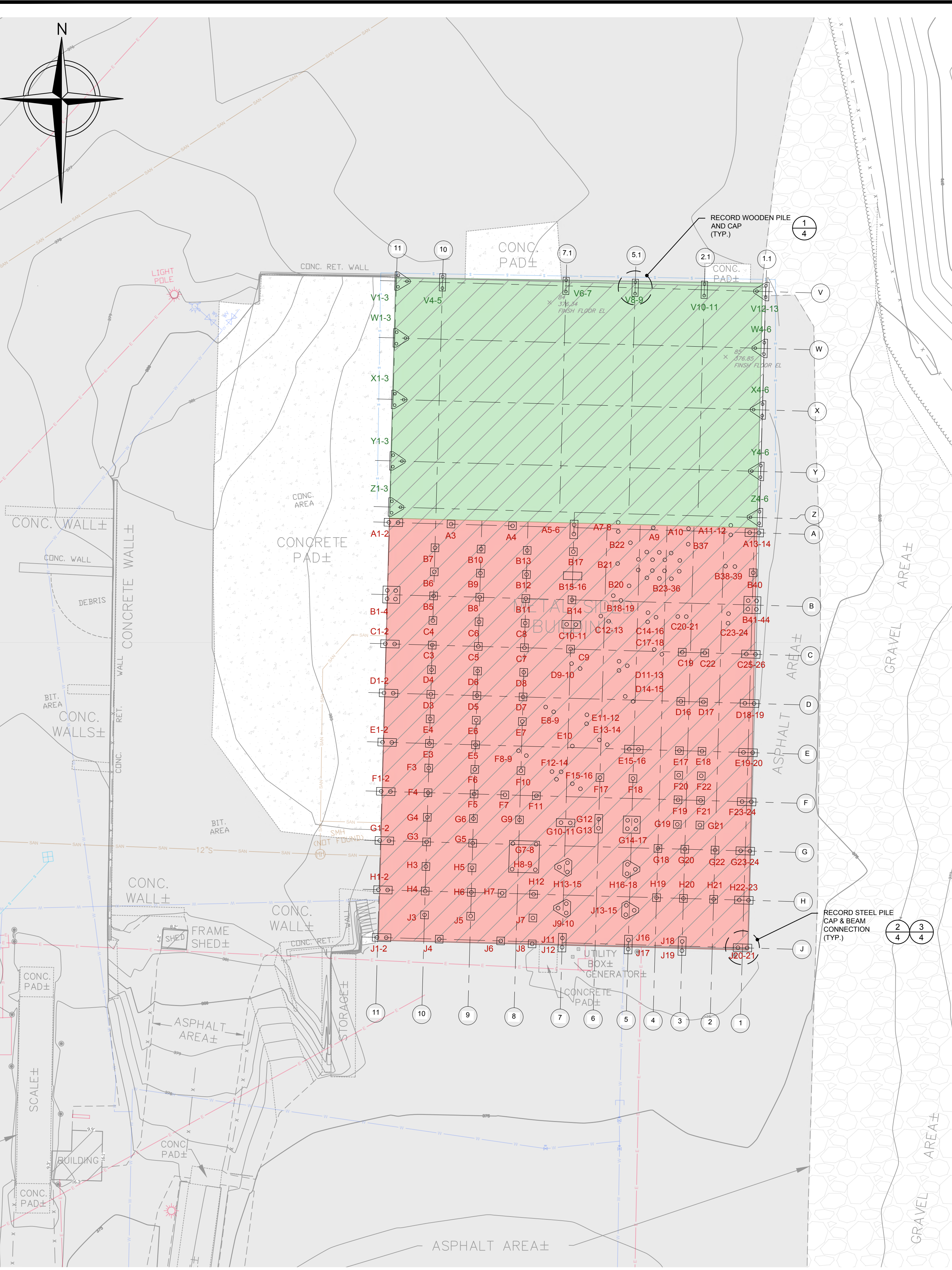
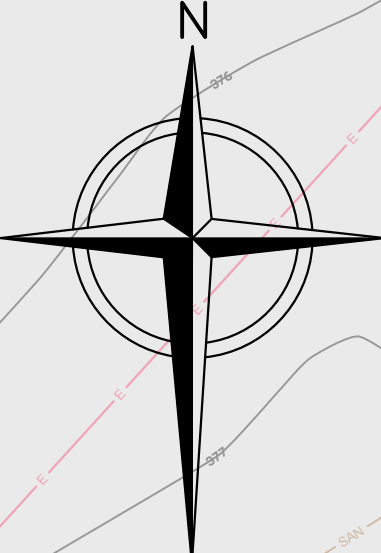
DATE OF ISSUE: MAY 2024
 DRAWN BY: JLB
 DESIGNED BY: DA
 CHECKED BY: ACS
 APPROVED BY: BPF

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ONONAGA COUNTY RESOURCE RECOVERY AGENCY
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 5158 LEY CREEK DRIVE, LIVERPOOL, NY

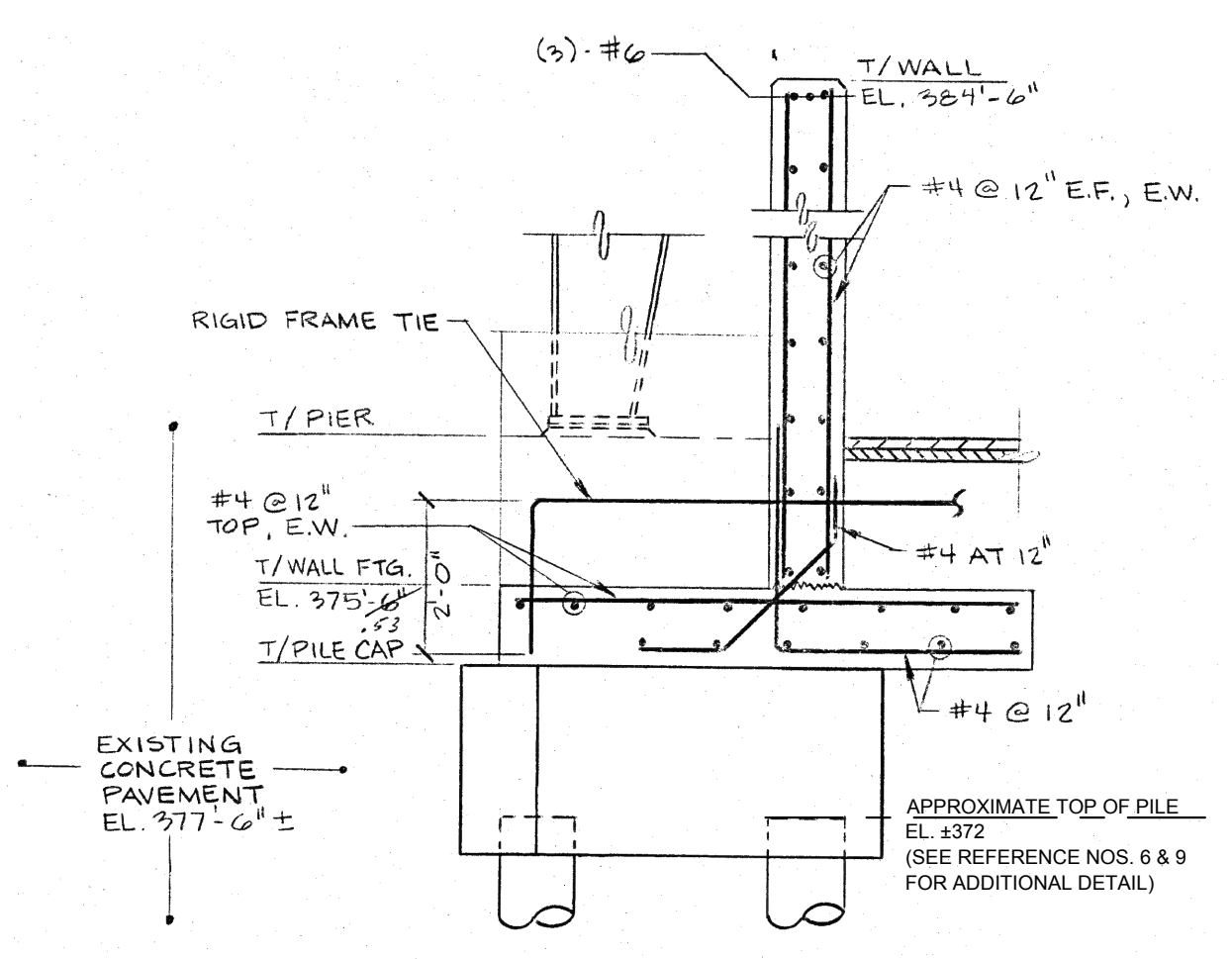
BUILDING & STRUCTURE DEMOLITION PLAN

SHEET NO. **03**
 PROJECT NO. 4243001



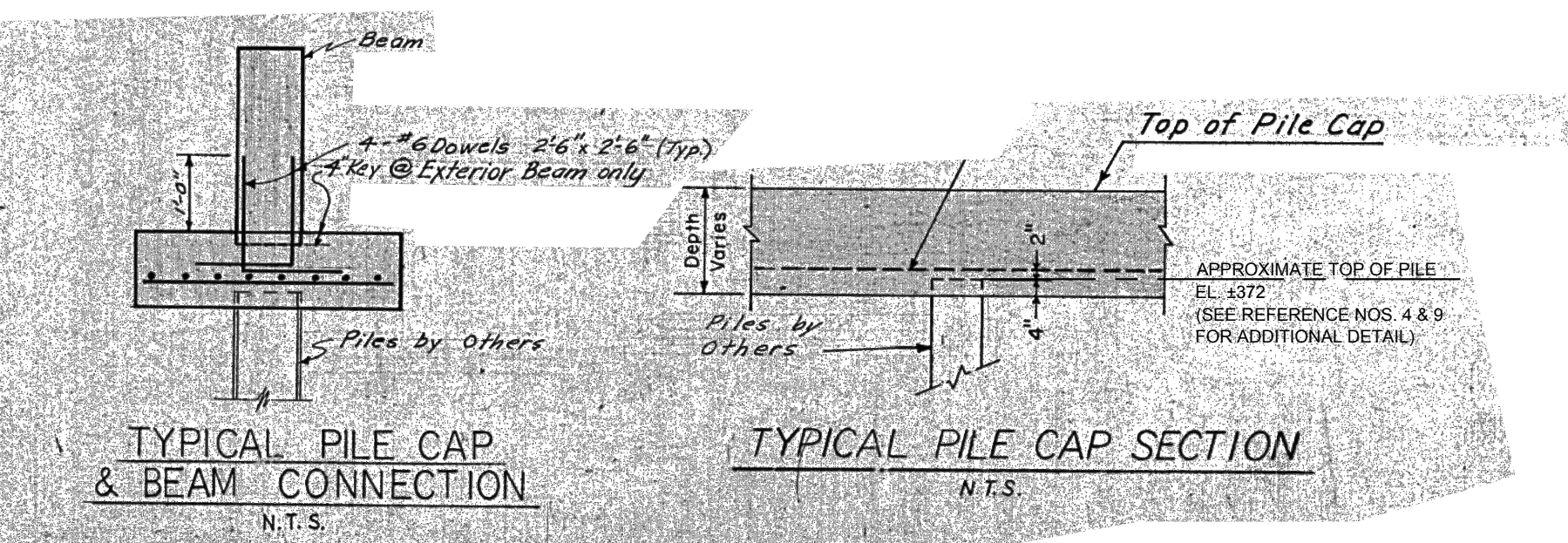
LEGEND

- APPROXIMATE FACILITY PROPERTY BOUNDARY
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- EXISTING 1' CONTOUR
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- EXISTING EDGE OF WATER
- EXISTING LIGHT POLE
- EXISTING BOLLARD
- EXISTING STORM MANHOLE
- EXISTING CATCH BASIN
- EXISTING PILES AND PIERS
- EXISTING STRUCTURAL COLUMN LINE AND GRID IDENTIFICATION
- EXISTING PILE IDENTIFICATION (WOODEN)
- EXISTING PILE IDENTIFICATION (STEEL)
- EXISTING WOODEN PILE AND CAP LOCATION
- EXISTING STEEL PILE AND CAP LOCATION
- EXISTING AREA OF PAVEMENT
- EXISTING AREA OF CONCRETE
- EXISTING AREA OF GRAVEL



RECORD WOODEN PILE AND CAP SECTION

NOTES:
1. DETAIL FROM: "ONONDAGA COUNTY RESOURCE RECOVERY AGENCY, ONONDAGA COUNTY, SYRACUSE, NEW YORK", DATED APRIL 1991, LAST REVISED DECEMBER 1991, PREPARED BY O'BRIEN & GERE ENGINEERS, INC. OF SYRACUSE, NEW YORK.



RECORD STEEL PILE CAP & BEAM CONNECTION DETAIL

SCALE: N.T.S.

RECORD STEEL PILE CAP SECTION

SCALE: N.T.S.

NOTES:
1. DETAILS FROM: "COUNTY OF ONONDAGA LEY CREEK SHREDDING PLANT CONTRACT NO.5A, PLAN PILE CAPS", DATED MAY 15, 1974, PREPARED BY BARTON, BROWN, CLYDE & LOGUIDICE, P.C., CONSULTING ENGINEERS & LAND SURVEYORS OF NORTH SYRACUSE, NEW YORK.

NOTES:

1. HORIZONTAL CONTROL SHOWN HEREON IS BASED UPON THE NEW YORK STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE. SEE REFERENCE 1.
2. VERTICAL CONTROL IS BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). SEE REFERENCE 1.

REFERENCES:

1. "TOPOGRAPHIC SURVEY: LEY CREEK OCRRA SITE, PART OF LOT NO. 17, TOWN OF SALINA, ONONDAGA COUNTY, NEW YORK", SCALE 1"=50', DATED JUNE 29, 2022, LAST UPDATED DECEMBER 2022, PREPARED BY JANUZI & ROMANS LAND SURVEYING, P.C. OF NORTH SYRACUSE, NEW YORK.
2. "ONONDAGA COUNTY RESOURCE RECOVERY AGENCY, DELINEATED RESOURCES, ONONDAGA COUNTY, NEW YORK", SCALE 1"=200', DATED JUNE 29, 2022, PREPARED BY BARTON & LOGUIDICE.
3. APPROXIMATE LOCATION OF SELECT HISTORIC SANITARY SEWER, STORMWATER, AND ELECTRICAL UTILITIES: "COUNTY OF ONONDAGA, LEY CREEK SHREDDING PLANT, TOWN OF SALINA - ONONDAGA COUNTY, NEW YORK, CONTRACT NO. 2, EQUIPMENT FOR 34.5 KV SUBSTATION AND 24 KV DISTRIBUTION CENTER", DATED SEPTEMBER 18, 1973, LAST REVISED APRIL 1974, PREPARED BY BARTON, BROWN, CLYDE & LOGUIDICE, P.C., CONSULTING ENGINEERS & LAND SURVEYORS OF NORTH SYRACUSE, NEW YORK.
4. APPROXIMATE LOCATION OF SELECT HISTORIC SANITARY SEWER, STORMWATER, GAS, WATER, AND ELECTRICAL UTILITIES: "COUNTY OF ONONDAGA, LEY CREEK SHREDDING PLANT, TOWN OF SALINA - ONONDAGA COUNTY, NEW YORK, CONTRACT NO. 5A - GENERAL, CONTRACT NO. 5B - ELECTRICAL, CONTRACT NO. 5C - HEATING & VENTILATING, CONTRACT NO. 5D - PLUMBING", DATED APRIL 5, 1974, MAY 15, 1974, AND JUNE 29, 1974, PREPARED BY BARTON, BROWN, CLYDE & LOGUIDICE, P.C., CONSULTING ENGINEERS & LAND SURVEYORS OF NORTH SYRACUSE, NEW YORK.
5. "CONTRACT DRAWINGS, LEY CREEK TRANSFER STATION MODIFICATIONS, CONTRACT NO. #1 - GENERAL, SOLID WASTE DISPOSAL AUTHORITY, ONONDAGA COUNTY, NEW YORK", DATED SEPTEMBER 1990, PREPARED BY O'BRIEN & GERE ENGINEERS, INC. OF SYRACUSE, NEW YORK.
6. APPROXIMATE LOCATION OF SELECT HISTORIC ELECTRICAL, SANITARY SEWER, GAS, AND WATER UTILITIES: "CONTRACT DRAWINGS, LEY CREEK TRANSFER STATION MODIFICATIONS, CONTRACT NO. 1 - GENERAL, CONTRACT NO. 2 - ELECTRICAL, CONTRACT NO. 3 - FIRE PROTECTION, ONONDAGA COUNTY RESOURCE RECOVERY AGENCY, ONONDAGA COUNTY, SYRACUSE, NEW YORK", DATED APRIL 1991, LAST REVISED DECEMBER 1991, PREPARED BY O'BRIEN & GERE ENGINEERS, INC. OF SYRACUSE, NEW YORK.
7. APPROXIMATE LOCATION OF SELECT HISTORIC UTILITIES AND FEATURES: "MAP OF FACILITIES, ONONDAGA COUNTY RESOURCE RECOVERY AGENCY, PART OF MILITARY LOT 17", DATED OCTOBER 1992, LAST REVISED OCTOBER 1994, PREPARED BY PHILIPS & ASSOCIATES SURVEYORS, P.C. OF LIVERPOOL, NEW YORK.
8. APPROXIMATE LOCATION OF SELECT HISTORIC ELECTRICAL UTILITIES: "ONONDAGA COUNTY RESOURCE RECOVERY AGENCY, LEY CREEK TRANSFER STATION", DATED SEPTEMBER 2019 (PRELIMINARY), PREPARED BY GHD CONSULTING SERVICES, INC. OF CAZENOVIA, NEW YORK.
9. APPROXIMATE LOCATION OF SELECT FOUNDATION COMPONENTS: "COUNTY OF ONONDAGA LET CREEK SHREDDING PLANT CONTRACT NO.5A, PLAN PILE CAPS", DATED MAY 15, 1974, PREPARED BY BARTON, BROWN, CLYDE & LOGUIDICE, P.C., CONSULTING ENGINEERS & LAND SURVEYORS OF NORTH SYRACUSE, NEW YORK, AND "ONONDAGA COUNTY RESOURCE RECOVERY AGENCY, ONONDAGA COUNTY, SYRACUSE, NEW YORK", DATED APRIL 1991, LAST REVISED DECEMBER 1991, PREPARED BY O'BRIEN & GERE ENGINEERS, INC. OF SYRACUSE, NEW YORK.

BODHI A. PIEDMONT-FLEISCHMANN, P.E.

Handwritten signature and date: 5/30/24

| REV | DATE | DESCRIPTION | DWN BY | DES BY | CHK BY | APP BY |
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| | | | | | | |

cornerstone
PLLC

PREPARED BY:
CORNERSTONE ENGINEERING AND GEOLOGY, PLLC

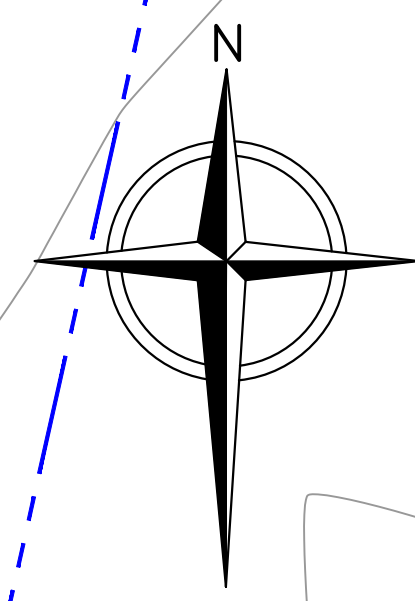
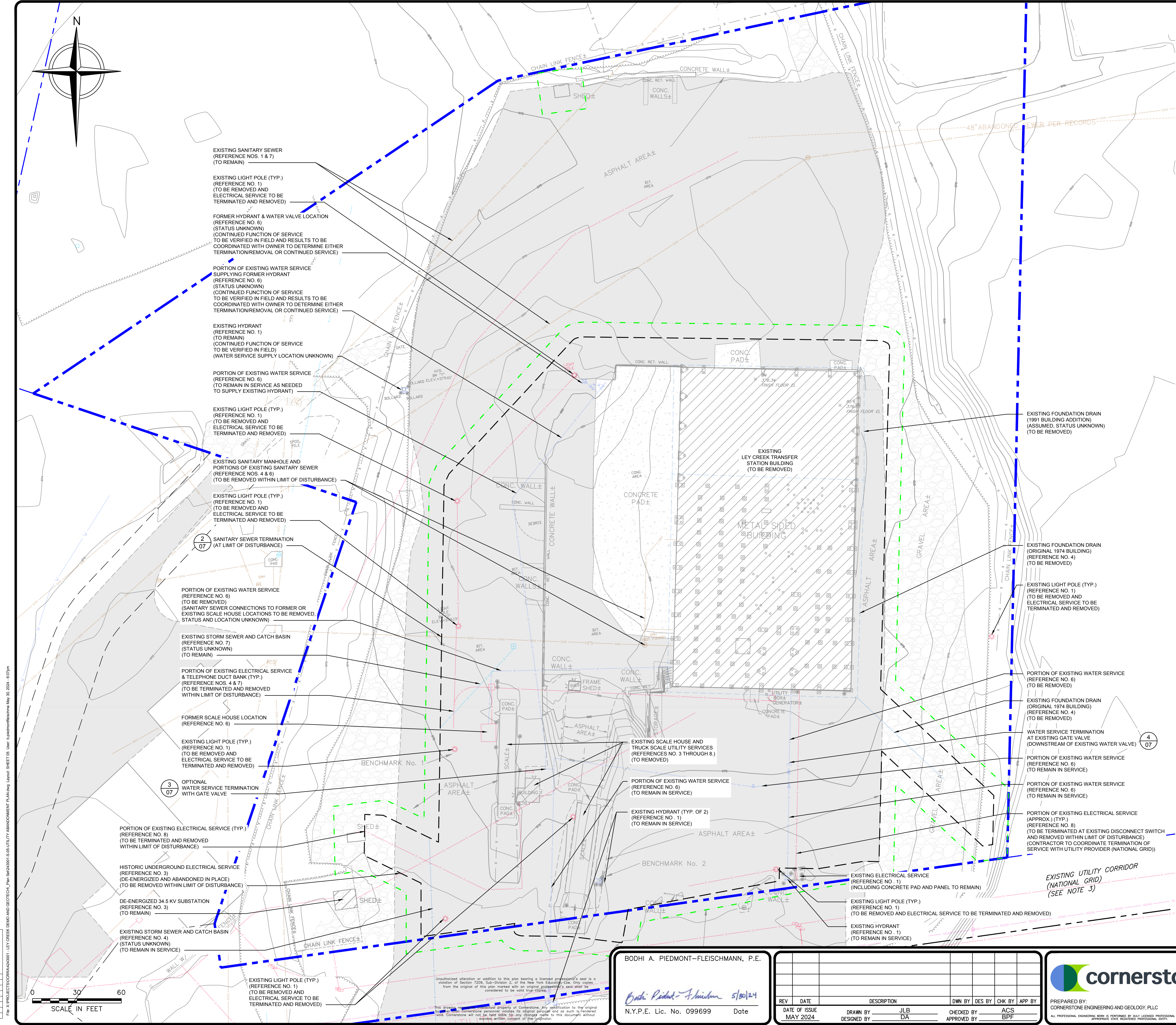
ALL PROFESSIONAL ENGINEERING WORK IS PERFORMED BY DULY LICENSED PROFESSIONAL ENGINEERS UNDER THE APPROPRIATE STATE REGISTERED PROFESSIONAL ENTITY.

ONONDAGA COUNTY RESOURCE RECOVERY AGENCY
EXISTING LEY CREEK TS DEMOLITION & SITE RESTORATION
5158 LEY CREEK DRIVE, LIVERPOOL, NY

PILE CAP LOCATION PLAN

SHEET NO. **04**
PROJECT NO. 4243001

Unauthorized alteration or addition to this plan bearing a licensed professional's seal is a violation of Section 2209, Sub-Division 2, of the New York Education Law. Only copies from the original of this plan marked with an original professional's seal shall be considered to be valid true copies.



SCALE IN FEET
0 30 60

- LEGEND**
- APPROXIMATE FACILITY PROPERTY BOUNDARY
 - APPROXIMATE OCRRA CONTROLLED PROPERTY BOUNDARY
 - ADJACENT PROPERTY BOUNDARY
 - EXISTING 1' CONTOUR
 - EXISTING 5' CONTOUR
 - EXISTING BUILDING/SHED/ENCLOSURE
 - EXISTING EDGE OF PAVEMENT
 - EXISTING EDGE OF GRAVEL
 - EXISTING EDGE OF CONCRETE
 - EXISTING FENCELINE
 - EXISTING UTILITY POLE & OVERHEAD OR UNDERGROUND ELECTRICAL SERVICE
 - EXISTING WATER MAIN, WATER VALVE & HYDRANT
 - EXISTING STORM SEWER, CATCH BASIN & MANHOLE
 - EXISTING SANITARY SEWER, SEWER VENT & MANHOLE
 - EXISTING NATURAL GAS
 - EXISTING FOUNDATION DRAIN (PERFORATED PIPE AND/OR SOLID OUTLET PIPE)
 - EXISTING EDGE OF TREE/BRUSH
 - EXISTING EDGE OF WATER
 - EXISTING LIGHT POLE
 - EXISTING BOLLARD
 - EXISTING STORM MANHOLE
 - EXISTING CATCH BASIN
 - EXISTING PILES AND PIERS
 - EXISTING AREA OF PAVEMENT
 - EXISTING AREA OF CONCRETE
 - EXISTING AREA OF GRAVEL
 - PROPOSED LIMITS OF DISTURBANCE (APPROXIMATE)
 - PROPOSED LIMITS OF WORK (APPROXIMATE)

- NOTES:**
- HORIZONTAL CONTROL SHOWN HEREON IS BASED UPON THE NEW YORK STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE. SEE REFERENCE 1.
 - VERTICAL CONTROL IS BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). SEE REFERENCE 1.
 - WORK WITHIN THE EXISTING UTILITY CORRIDOR (NATIONAL GRID) SHALL BE COORDINATED WITH THE OWNER AND LIMITED TO THE ACTIVITIES NECESSARY FOR DEMOLITION AND SITE RESTORATION OF THE SOUTHERN MOST ACCESS RAMP SERVING THE EXISTING EASTERN VEHICLE SCALE (SEE SHEET NOS. 02 & 03 FOR ADDITIONAL DETAIL).
 - APPROXIMATE STATUS AND LOCATIONS OF EXISTING AND/OR FORMER UTILITIES ARE DEPICTED, AS OBTAINED FROM HISTORIC DOCUMENTS (SEE REFERENCES). NOT ALL EXISTING PIPES AND UTILITIES ARE KNOWN OR DEPICTED. CONTRACTOR SHALL INFORM OWNER AND ENGINEER OF ALL UTILITIES ENCOUNTERED DURING THE WORK BUT NOT DEPICTED ON CONTRACT PLANS TO VERIFY OWNER'S PREFERENCE FOR CONTINUED FUNCTION.
 - ALL UTILITIES THAT REMAIN IN PLACE WITHIN THE LIMIT OF DISTURBANCE (IN SERVICE, CAPPED, OR ABANDONED) SHALL BE SURVEYED AND DOCUMENTED AS DETAILED WITHIN THE TECHNICAL SPECIFICATIONS.

- REFERENCES:**
- "TOPOGRAPHIC SURVEY, LEY CREEK OCRA SITE, PART OF LOT NO. 17, TOWN OF SALINA, ONONDAGA COUNTY, NEW YORK, SCALE 1"=50', DATED JUNE 29, 2022, LAST UPDATED DECEMBER 2022, PREPARED BY IANUZI & ROMANS LAND SURVEYING, P.C. OF NORTH SYRACUSE, NEW YORK.
 - "ONONDAGA COUNTY RESOURCE RECOVERY AGENCY, DELINEATED RESOURCES, ONONDAGA COUNTY, NEW YORK, SCALE 1"=200', DATED JUNE 29, 2022, PREPARED BY BARTON & LOGUICIDE.
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BODHI A. PIEDMONT-FLEISCHMANN, P.E.

Bodhi Piedmont-Fleischmann 5/30/24
N.Y.P.E. Lic. No. 099699 Date

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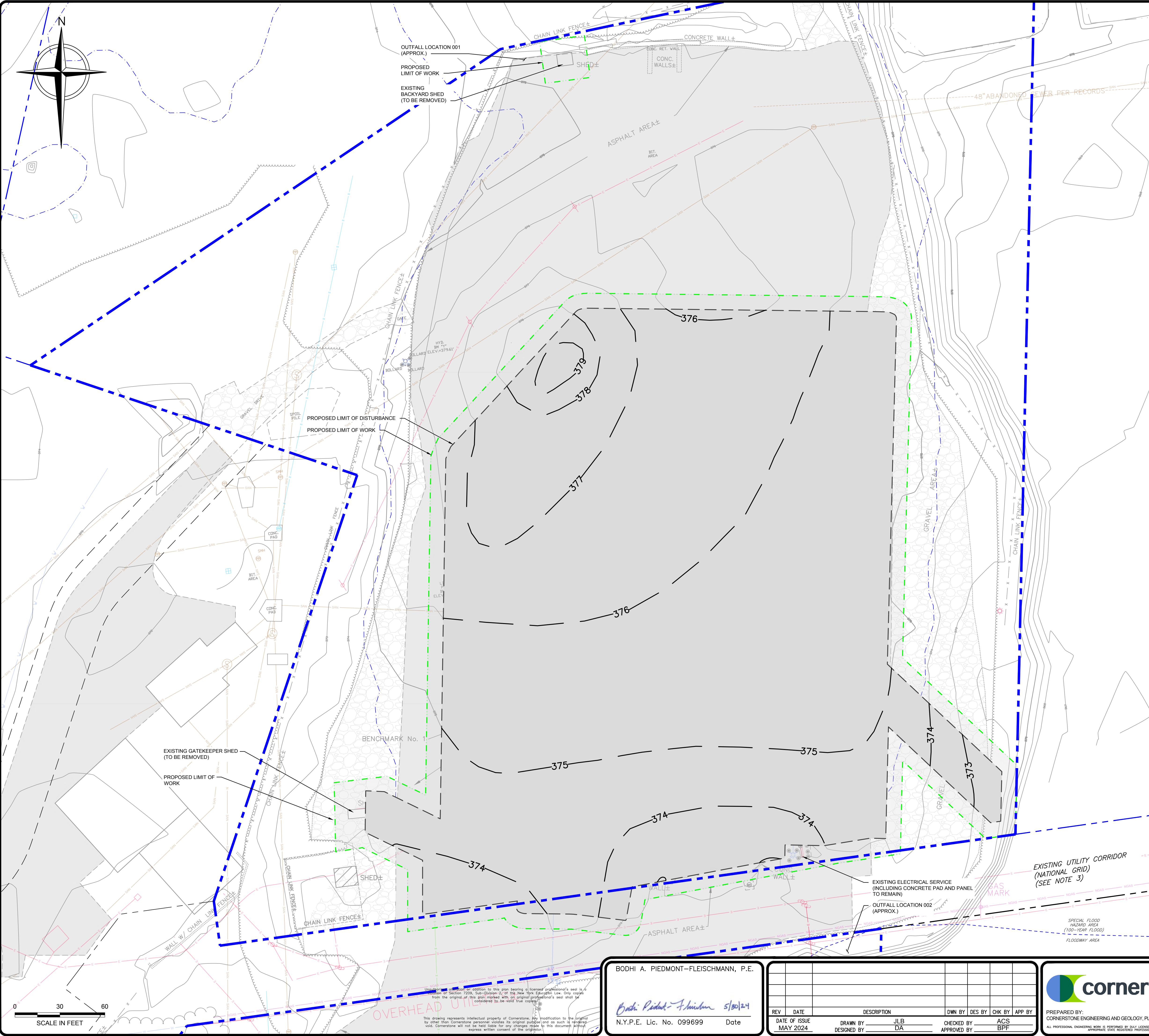
DATE OF ISSUE MAY 2024 DRAWN BY JLB CHECKED BY ACS APPROVED BY BPF

cornerstone PLLC
PREPARED BY: CORNERSTONE ENGINEERING AND GEOLOGY, PLLC
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ONONDAGA COUNTY RESOURCE RECOVERY AGENCY
EXISTING LEY CREEK TS DEMOLITION & SITE RESTORATION
5158 LEY CREEK DRIVE, LIVERPOOL, NY

UTILITY ABANDONMENT PLAN

SHEET NO. **05**
PROJECT NO. 4243001



LEGEND

| | |
|--|--|
| | APPROXIMATE FACILITY PROPERTY BOUNDARY |
| | APPROXIMATE OCRRA CONTROLLED PROPERTY BOUNDARY |
| | ADJACENT PROPERTY BOUNDARY |
| | EXISTING 1' CONTOUR |
| | EXISTING 5' CONTOUR |
| | EXISTING BUILDING/SHED/ENCLOSURE |
| | EXISTING EDGE OF PAVEMENT |
| | EXISTING EDGE OF GRAVEL |
| | EXISTING EDGE OF CONCRETE |
| | EXISTING FENCELINE |
| | EXISTING UTILITY POLE & OVERHEAD OR UNDERGROUND ELECTRICAL SERVICE |
| | EXISTING WATER MAIN, WATER VALVE & HYDRANT |
| | EXISTING STORM SEWER, CATCH BASIN & MANHOLE |
| | EXISTING SANITARY SEWER, SEWER VENT & MANHOLE |
| | EXISTING NATURAL GAS |
| | EXISTING EDGE OF TREES/BRUSH |
| | EXISTING EDGE OF WATER |
| | EXISTING LIGHT POLE |
| | EXISTING BOLLARD |
| | EXISTING STORM MANHOLE |
| | EXISTING CATCH BASIN |
| | EXISTING PILES AND PIERS |
| | EXISTING AREA OF PAVEMENT |
| | EXISTING AREA OF CONCRETE |
| | EXISTING AREA OF GRAVEL |
| | SPECIAL FLOOD HAZARD AREA (100-YEAR FLOOD) |
| | PROPOSED CONTOUR (SEE NOTES 6 & 7) |
| | PROPOSED LIMITS OF DISTURBANCE (APPROXIMATE) |
| | PROPOSED LIMITS OF WORK (APPROXIMATE) |
| | PROPOSED AREA AND LIMIT OF TYPE 2 SUBBASE CAP (APPROXIMATE) |

- NOTES:**
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 - NO FILL MAY BE PLACED WITHIN THE MAPPED SPECIAL FLOOD HAZARD AREA (100-YEAR FLOOD) WITHOUT APPLICABLE LOCAL PERMITS. FOR THE PURPOSES OF THE PROPOSED WORK, NO FILL IN THESE REGULATED AREAS IS EXPECTED.
 - CONTRACTOR TO VERIFY EXISTING TOPOGRAPHY AND THE LOCATION OF EXISTING UTILITIES WITHIN THE PROPOSED LIMITS OF WORK PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY IN ACCORDANCE WITH TECHNICAL SPECIFICATIONS.
 - PROPOSED CONTOURS AND GRADING SURFACE REPRESENT APPROXIMATE TOP OF PROPOSED TYPE 2 SUBBASE CAP ELEVATIONS.
 - THE DEPICTED PROPOSED GRADING SURFACE WAS DEVELOPED TO APPROXIMATE A NET SOIL BALANCE FROM EXISTING GRADES, AFTER REMOVAL OF THE ESTIMATED EXISTING PAVEMENT, CONCRETE, AND FOUNDATION ELEMENTS (SLABS, WALLS, FOOTINGS AND PIERS). AS THE EXACT VOLUME OF THE REMOVED ELEMENTS AND RECOVERABLE COMMON FILL IS UNKNOWN, THE CONTRACTOR IS TO COORDINATE THE FINAL GRADES WITH THE OWNER AND ENGINEER TO MAINTAIN A NET SOIL BALANCE WITH MINIMUM IMPORT OF COMMON FILL AND/OR TYPE 2 SUBBASE.

- REFERENCES:**
- "TOPOGRAPHIC SURVEY, LEY CREEK OCRRA SITE, PART OF LOT NO. 17, TOWN OF SALINA, ONONDAGA COUNTY, NEW YORK", SCALE 1"= 50', DATED JUNE 29, 2022, LAST UPDATED DECEMBER 2022, PREPARED BY IANUZI & ROMANS LAND SURVEYING, P.C. OF NORTH SYRACUSE, NEW YORK.
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 - "NATIONAL FLOOD INSURANCE PROGRAM NFIP, FIRM, FLOOD INSURANCE RATE MAP, ONONDAGA COUNTY, NEW YORK, (ALL JURISDICTIONS), PANEL 208 OF 500, MAP NUMBER 36067C0208F, EFFECTIVE DATE NOVEMBER 4, 2016", SCALE 1"= 500', PUBLISHED BY DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).

FILE: K:\PROJECTS\CRRA\2021\LEY CREEK DEMO AND GEOTECH PLAN\DWG LEY CREEK SHEET 06.dwg
 DATE: 5/30/24
 USER: JLD
 PLOT: 5/30/24 8:07am



BODHI A. PIEDMONT-FLEISCHMANN, P.E.
Bodi Piedmont-Fleischmann 5/30/24
 N.Y.P.E. Lic. No. 099699 Date

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| | | DESIGNED BY | DA | APPROVED BY | BPF | |

PREPARED BY:
 CORNERSTONE ENGINEERING AND GEOLOGY, PLLC
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ONONDAGA COUNTY RESOURCE RECOVERY AGENCY
 EXISTING LEY CREEK TS DEMOLITION & SITE RESTORATION
 5158 LEY CREEK DRIVE, LIVERPOOL, NY
SITE RESTORATION PLAN

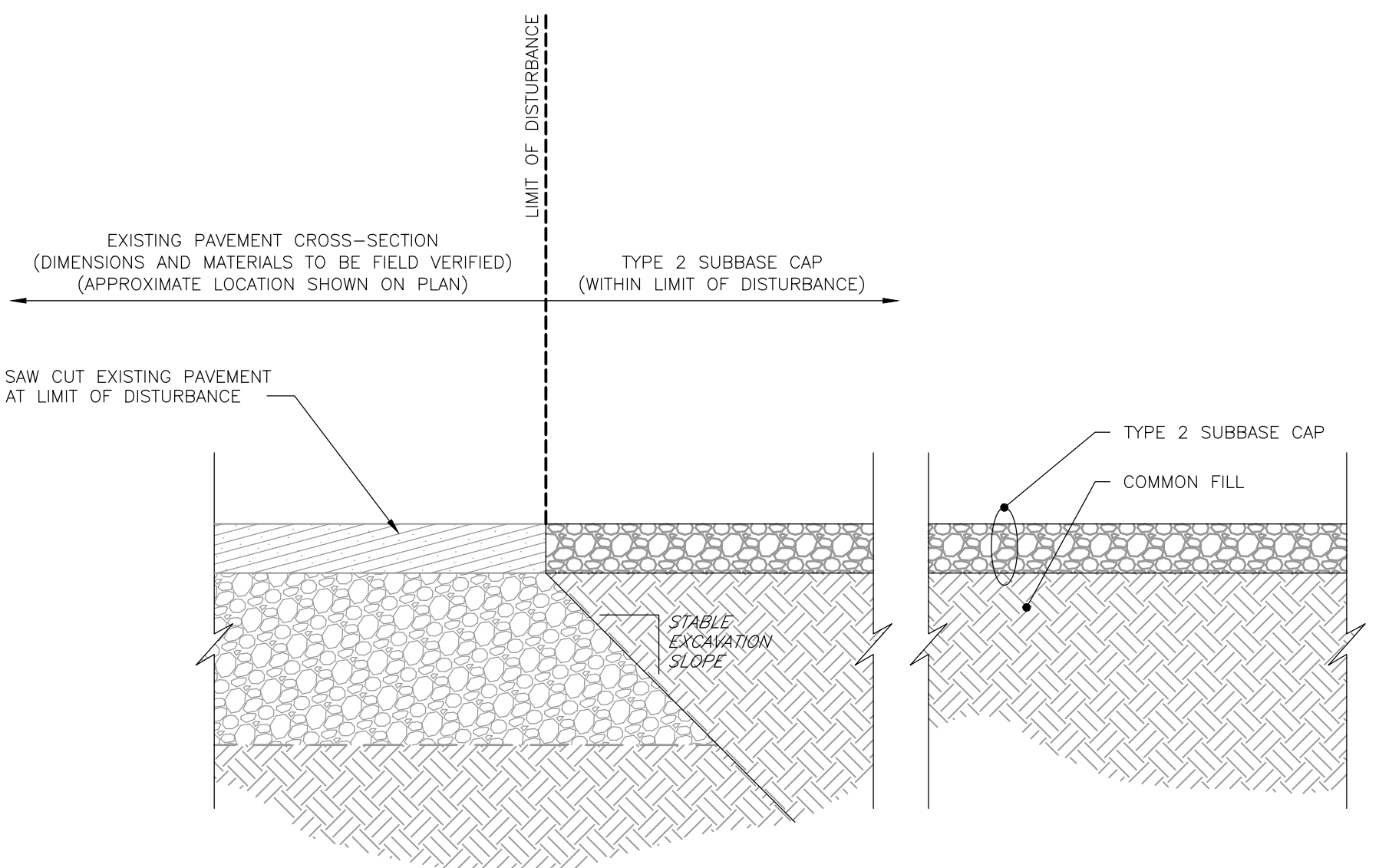
SHEET NO.
06
 PROJECT NO.
 4243001

1" = 12"

1/2" = 6"

0" = 0"

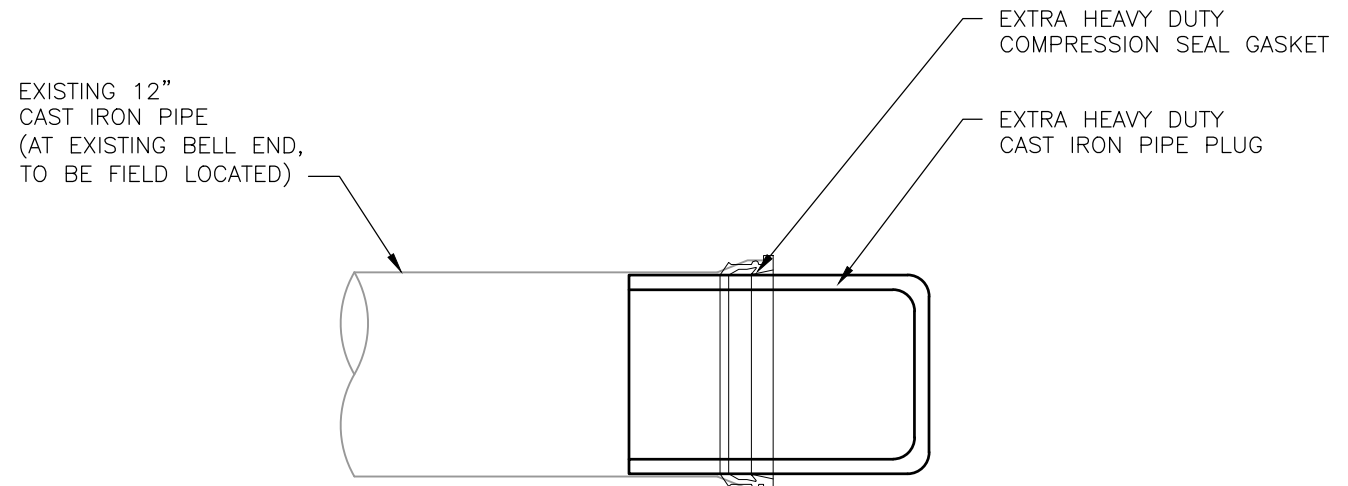
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TYPICAL BACKFILL/TYPICAL TYPE 2 SUBBASE CAP

DETAIL 1

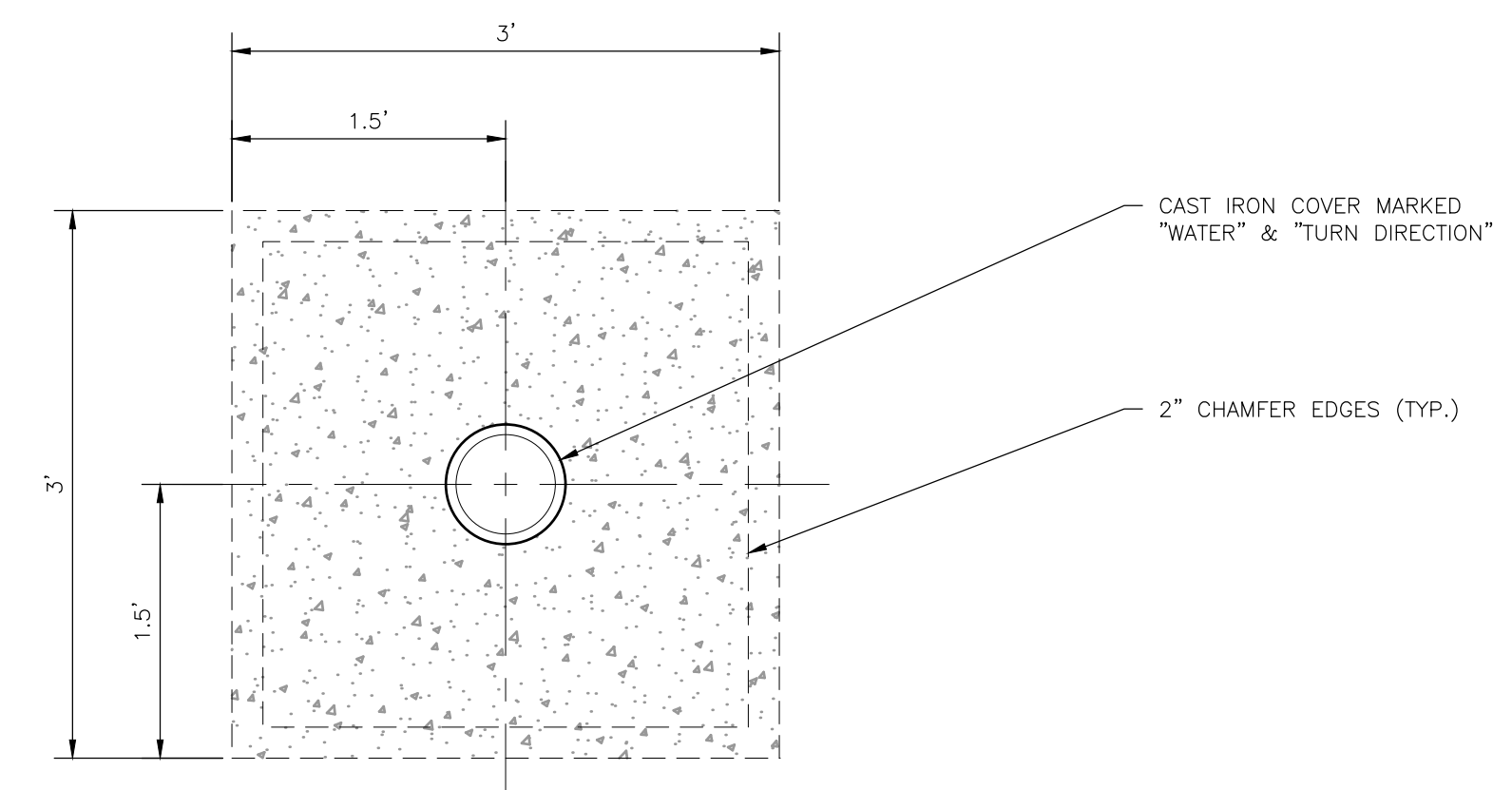
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SANITARY SEWER TERMINATION

DETAIL 2

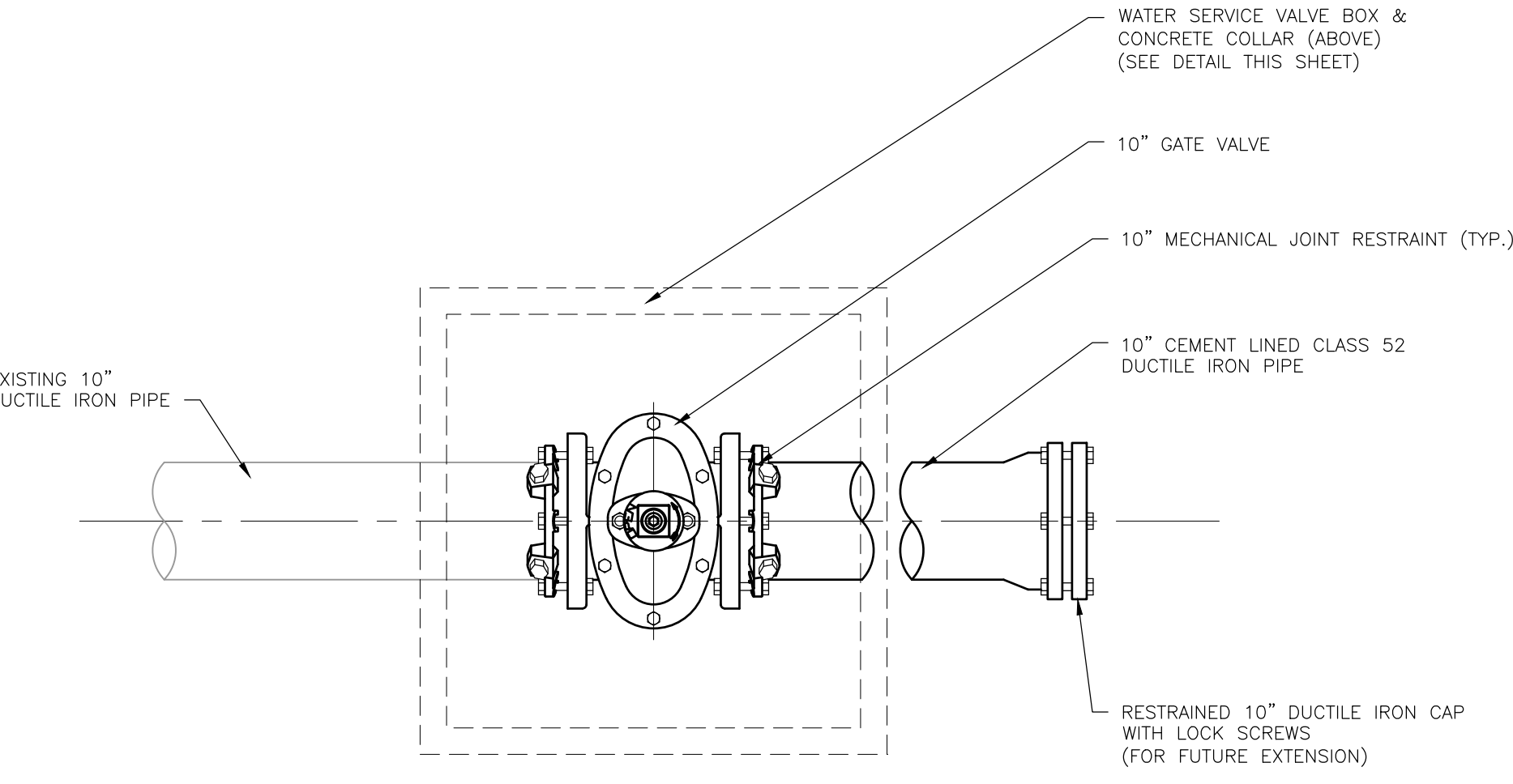
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WATER SERVICE VALVE BOX & CONCRETE COLLAR

DETAIL 5

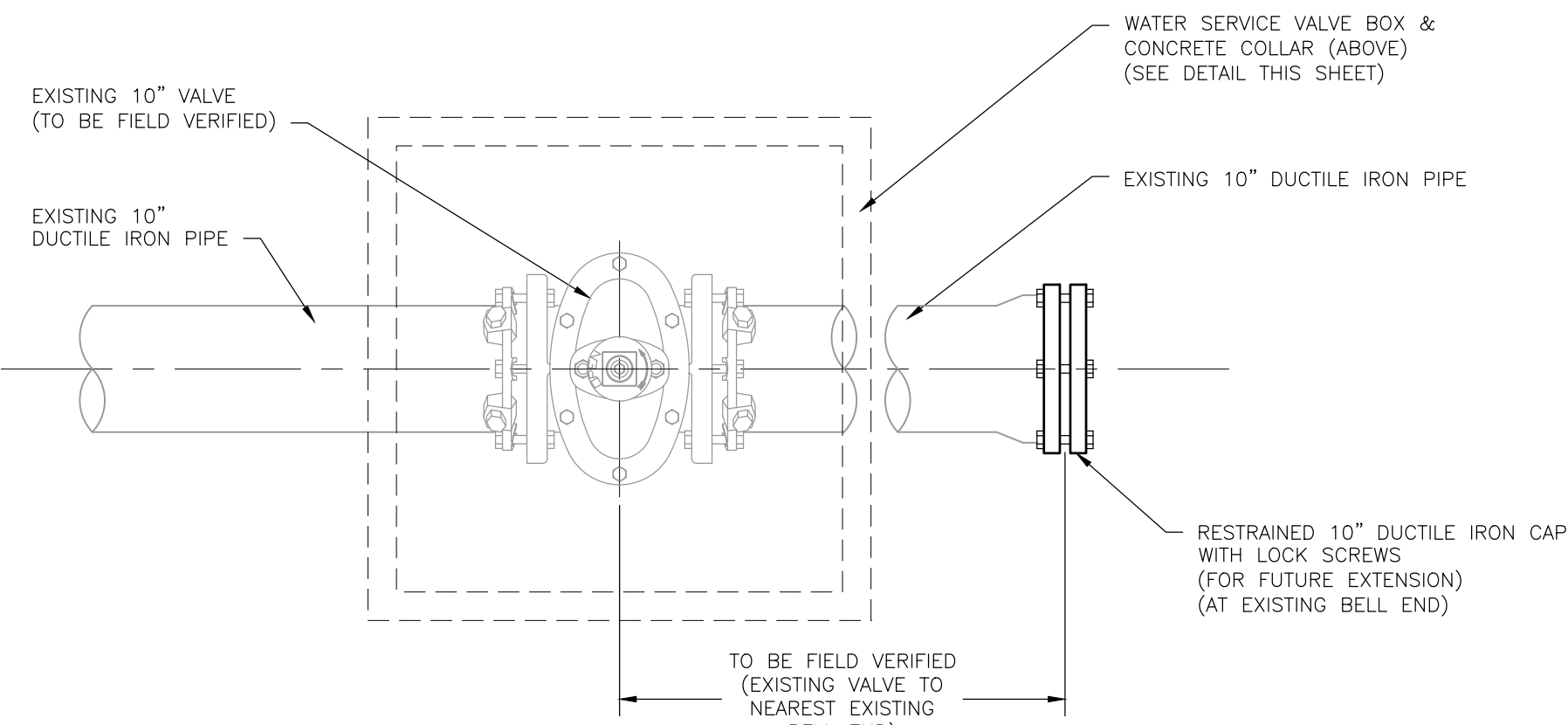
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OPTIONAL WATER SERVICE TERMINATION WITH GATE VALVE

DETAIL 3

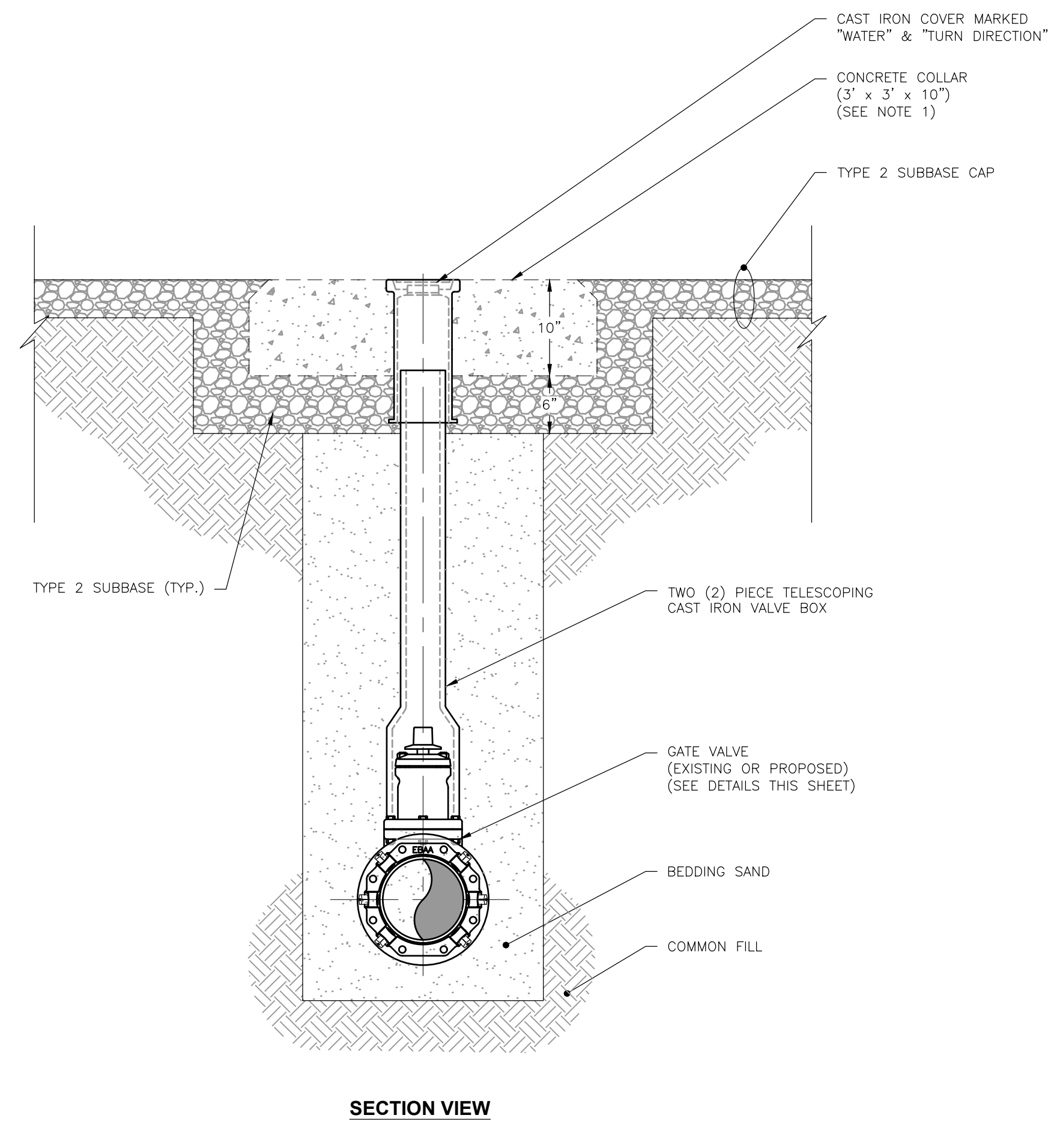
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WATER SERVICE TERMINATION AT EXISTING GATE VALVE

DETAIL 4

SCALE: NOT TO SCALE $\frac{4}{07}$



NOTE:
1. CONCRETE COLLAR REINFORCING TO BE INSTALLED AS FOLLOWS:
• 3' x 3' x 10"; #4 @ 12" O.C. EACH WAY

Unauthorized alteration or addition to this plan bearing a licensed professional's seal is a violation of Section 7209, Sub-Division 2, of the New York Education Law. Only copies from the original of this plan marked with an original professional's seal shall be considered to be valid true copies.

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BODHI A. PIEDMONT-FLEISCHMANN, P.E.

Bodhi Piedmont-Fleischmann 5/30/24

N.Y.P.E. Lic. No. 099699 Date

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DATE OF ISSUE: MAY 2024

DRAWN BY: JLB
DESIGNED BY: DA

CHECKED BY: ACS
APPROVED BY: BPF

cornerstone PLLC

PREPARED BY:
CORNERSTONE ENGINEERING AND GEOLOGY, PLLC

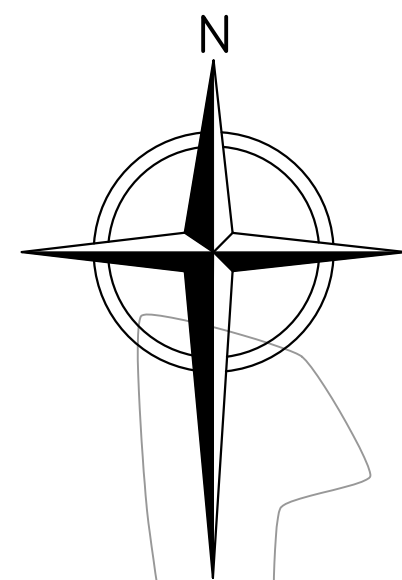
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ONONDAGA COUNTY RESOURCE RECOVERY AGENCY
EXISTING LEY CREEK TS DEMOLITION & SITE RESTORATION
5158 LEY CREEK DRIVE, LIVERPOOL, NY

SITE RESTORATION DETAILS

SHEET NO. **07**

PROJECT NO. 4243001



OUTFALL LOCATION 001 (APPROX.)

48" ABANDONED FEWER PER RECORDS

PROPOSED LIMITS OF DISTURBANCE
PROPOSED LIMITS OF WORK

EXISTING LEY CREEK TRANSFER STATION BUILDING (TO BE REMOVED)

METAL SIDED BUILDING

BENCHMARK No. 1

BENCHMARK No. 2

EXISTING UTILITY CORRIDOR (NATIONAL GRID)

OUTFALL LOCATION 002 (APPROX.)

OVERHEAD UTILITY

LEGEND

- APPROXIMATE FACILITY PROPERTY BOUNDARY
- APPROXIMATE OCRRA CONTROLLED PROPERTY BOUNDARY
- ADJACENT PROPERTY BOUNDARY
- EXISTING 1' CONTOUR
- EXISTING 5' CONTOUR
- EXISTING BUILDING/SHED/ENCLOSURE
- EXISTING EDGE OF PAVEMENT
- EXISTING EDGE OF GRAVEL
- EXISTING EDGE OF CONCRETE
- EXISTING FENCELINE
- EXISTING UTILITY POLE & OVERHEAD OR UNDERGROUND ELECTRICAL SERVICE
- EXISTING WATER MAIN, WATER VALVE & HYDRANT
- EXISTING STORM SEWER, CATCH BASIN & MANHOLE
- EXISTING SANITARY SEWER, SEWER VENT & MANHOLE
- EXISTING NATURAL GAS
- EXISTING EDGE OF TREES/BRUSH
- EXISTING EDGE OF WATER
- EXISTING LIGHT POLE
- EXISTING BOLLARD
- EXISTING STORM MANHOLE
- EXISTING CATCH BASIN
- EXISTING PILES AND PIERS
- EXISTING AREA OF PAVEMENT
- EXISTING AREA OF CONCRETE
- EXISTING AREA OF GRAVEL
- PROPOSED LIMITS OF DISTURBANCE (APPROXIMATE)
- PROPOSED LIMIT OF WORK (APPROXIMATE)
- PROPOSED SILT FENCE
- PROPOSED EROSION CONTROL FILTER SOCK
- PROPOSED DANDY SACK LOCATION

NOTES:

1. HORIZONTAL CONTROL SHOWN HEREON IS BASED UPON THE NEW YORK STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE. SEE REFERENCE 1.
2. VERTICAL CONTROL IS BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). SEE REFERENCE 1.
3. WORK WITHIN THE EXISTING UTILITY CORRIDOR (NATIONAL GRID) SHALL BE COORDINATED WITH THE OWNER AND LIMITED TO THE ACTIVITIES NECESSARY FOR DEMOLITION AND SITE RESTORATION OF THE SOUTHERN MOST ACCESS RAMP SERVING THE EXISTING EASTERN VEHICLE SCALE (SEE SHEET NOS. 02 & 03 FOR ADDITIONAL DETAIL).
4. NO FILL MAY BE PLACED WITHIN THE MAPPED SPECIAL FLOOD HAZARD AREA (100-YEAR FLOOD) WITHOUT APPLICABLE LOCAL PERMITS. FOR THE PURPOSES OF THE PROPOSED WORK, NO FILL IN THESE REGULATED AREAS IS EXPECTED.
5. CONTRACTOR TO VERIFY EXISTING TOPOGRAPHY AND THE LOCATION OF EXISTING UTILITIES WITHIN THE PROPOSED LIMITS OF WORK PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY IN ACCORDANCE WITH TECHNICAL SPECIFICATIONS.
6. THE DEPICTED SOIL EROSION AND SEDIMENT CONTROL FEATURES DEMONSTRATE THE MINIMUM INITIAL CONTROL FEATURES TO BE PLACED BY THE CONTRACTOR PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITY.
7. ADDITIONAL SOIL EROSION AND SEDIMENT CONTROL FEATURES ARE TO BE PLACED AT THE DIRECTION OF THE ENGINEER AND/OR OWNER IN ACCORDANCE WITH THE STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL IN NEW YORK, THE CONTRACT DOCUMENTS, AND THE SPDES GENERAL PERMIT FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITY OBTAINED AND MAINTAINED BY THE CONTRACTOR FOR THE DURATION OF THE CONTRACT.

REFERENCES:

1. "TOPOGRAPHIC SURVEY, LEY CREEK OCRRA SITE, PART OF LOT NO. 17, TOWN OF SALINA, ONONDAGA COUNTY, NEW YORK", SCALE 1"= 50', DATED JUNE 29, 2022, LAST UPDATED DECEMBER 2022, PREPARED BY IANUZI & ROMANS LAND SURVEYING, P.C. OF NORTH SYRACUSE, NEW YORK.
2. "ONONDAGA COUNTY RESOURCE RECOVERY AGENCY, DELINEATED RESOURCES, ONONDAGA COUNTY, NEW YORK", SCALE 1"= 200', DATED JUNE 29, 2022, PREPARED BY BARTON & LOGUIDICE.
3. APPROXIMATE LOCATION OF SELECT HISTORIC SANITARY SEWER, STORMWATER, AND ELECTRICAL UTILITIES: "COUNTY OF ONONDAGA, LEY CREEK SHREDDING PLANT, TOWN OF SALINA - ONONDAGA COUNTY, NEW YORK, CONTRACT NO. 2, EQUIPMENT FOR 34.5 KV SUBSTATION AND 24.4 KV DISTRIBUTION CENTER", DATED SEPTEMBER 18, 1973, LAST REVISED APRIL 1974, PREPARED BY BARTON, BROWN, CLYDE & LOGUIDICE, P.C., CONSULTING ENGINEERS & LAND SURVEYORS OF NORTH SYRACUSE, NEW YORK.
4. APPROXIMATE LOCATION OF SELECT HISTORIC SANITARY SEWER, STORMWATER, GAS, WATER, AND ELECTRICAL UTILITIES: "COUNTY OF ONONDAGA, LEY CREEK SHREDDING PLANT, TOWN OF SALINA - ONONDAGA COUNTY, NEW YORK, CONTRACT NO. 5A - GENERAL, CONTRACT NO. 5B - ELECTRICAL, CONTRACT NO. 5C - HEATING & VENTILATING, CONTRACT NO. 5D - PLUMBING", DATED APRIL 5, 1974, MAY 15, 1974, AND JUNE 29, 1974, PREPARED BY BARTON, BROWN, CLYDE & LOGUIDICE, P.C., CONSULTING ENGINEERS & LAND SURVEYORS OF NORTH SYRACUSE, NEW YORK.
5. "CONTRACT DRAWINGS, LEY CREEK TRANSFER STATION MODIFICATIONS, CONTRACT NO. #1 - GENERAL, SOLID WASTE DISPOSAL AUTHORITY, ONONDAGA COUNTY, NEW YORK", DATED SEPTEMBER 1990, PREPARED BY O'BRIEN & GERE ENGINEERS, INC. OF SYRACUSE, NEW YORK.
6. APPROXIMATE LOCATION OF SELECT HISTORIC ELECTRICAL, SANITARY SEWER, GAS, AND WATER UTILITIES: "CONTRACT DRAWINGS, LEY CREEK TRANSFER STATION MODIFICATIONS, CONTRACT NO. 1 - GENERAL, CONTRACTS NO. 2 - ELECTRICAL, CONTRACT NO. 3 - FIRE PROTECTION, ONONDAGA COUNTY RESOURCE RECOVERY AGENCY, ONONDAGA COUNTY, SYRACUSE, NEW YORK", DATED APRIL 1991, LAST REVISED DECEMBER 1991, PREPARED BY O'BRIEN & GERE ENGINEERS, INC. OF SYRACUSE, NEW YORK.
7. APPROXIMATE LOCATION OF SELECT HISTORIC UTILITIES AND FEATURES: "MAP OF FACILITIES, ONONDAGA COUNTY RESOURCE RECOVERY AGENCY, PART OF MILITARY LOT 17", DATED OCTOBER 1992, LAST REVISED OCTOBER 1994, PREPARED BY PHILIPS & ASSOCIATES SURVEYORS, P.C. OF LIVERPOOL, NEW YORK.
8. APPROXIMATE LOCATION OF SELECT HISTORIC ELECTRICAL UTILITIES: "ONONDAGA COUNTY RESOURCE RECOVERY AGENCY, LEY CREEK TRANSFER STATION", DATED SEPTEMBER 2019 (PRELIMINARY), PREPARED BY GHD CONSULTING SERVICES, INC. OF CAZENOVIA, NEW YORK.

FILE: K:\PROJECTS\OCRRA\001 LEY CREEK DEMO AND GEOTECH PLAN SHEET 08 SOIL EROSION AND SEDIMENT CONTROL PLAN.dwg Layer: SHEET 08 User: b.hernandez Date: May 30, 2024 6:07pm

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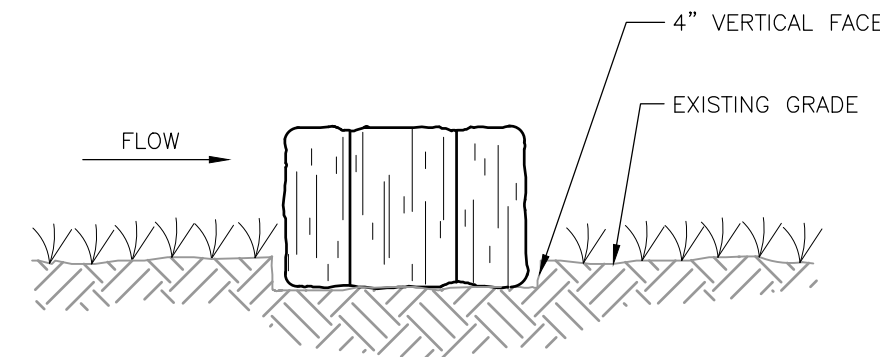
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 EXISTING LEY CREEK TS DEMOLITION & SITE RESTORATION
 5158 LEY CREEK DRIVE, LIVERPOOL, NY

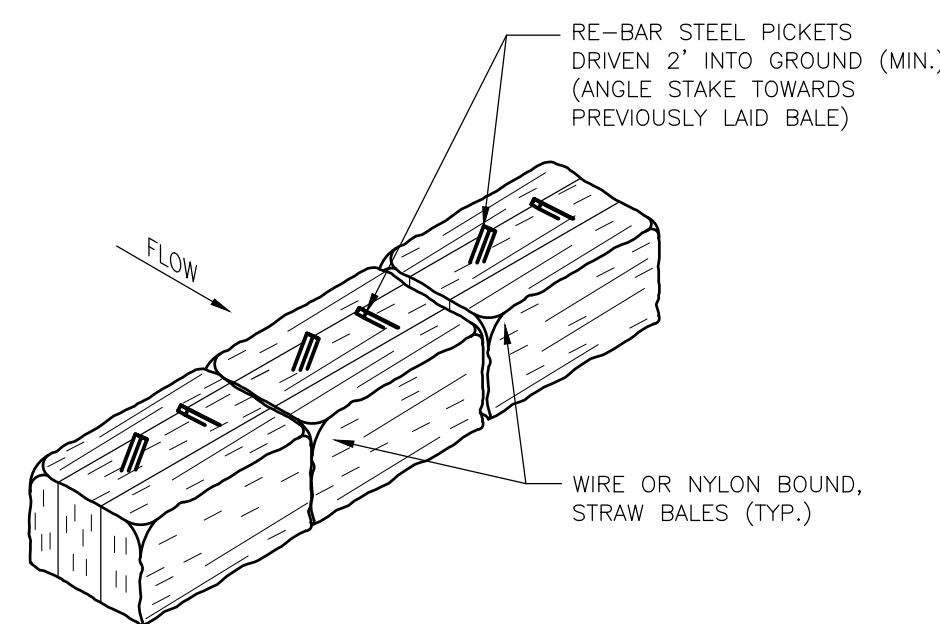
SOIL EROSION & SEDIMENT CONTROL PLAN

SHEET NO.
08

PROJECT NO.
4243001



EMBEDDING VIEW

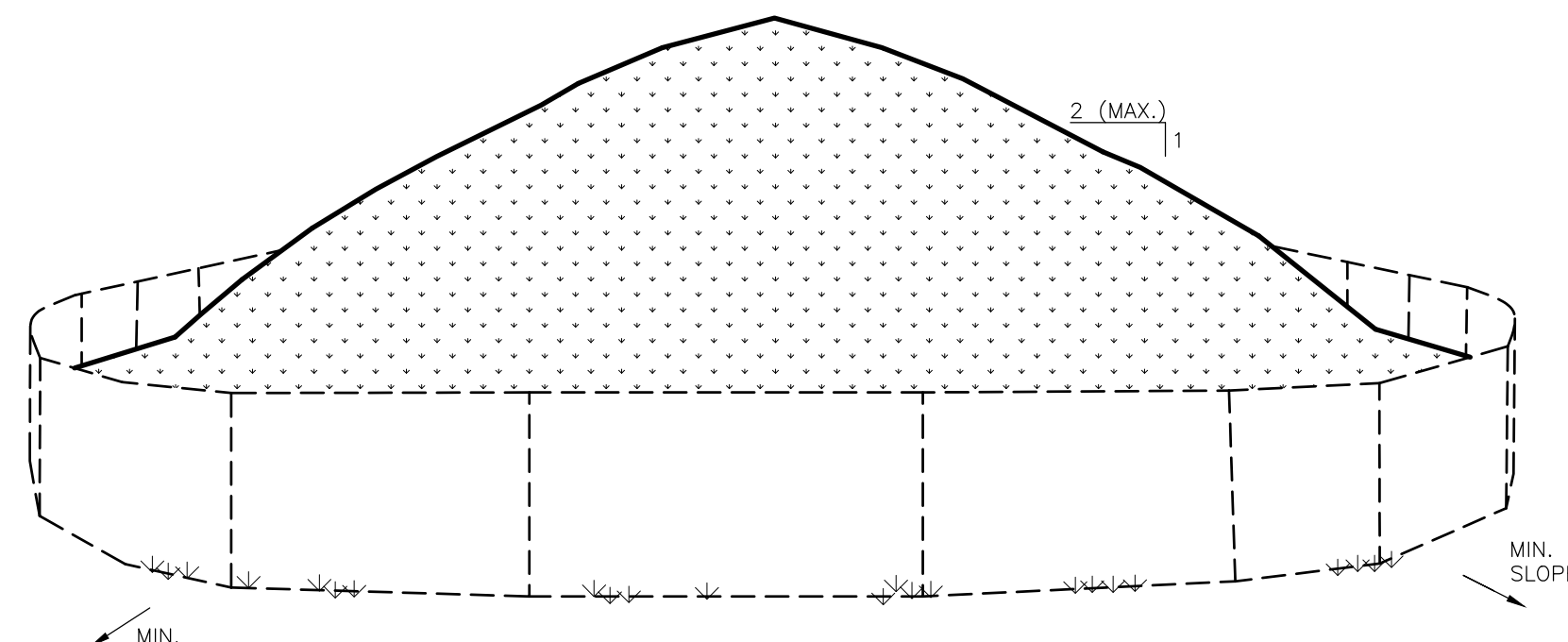
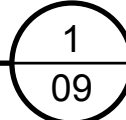


ISOMETRIC VIEW

STRAW BALE

DETAIL

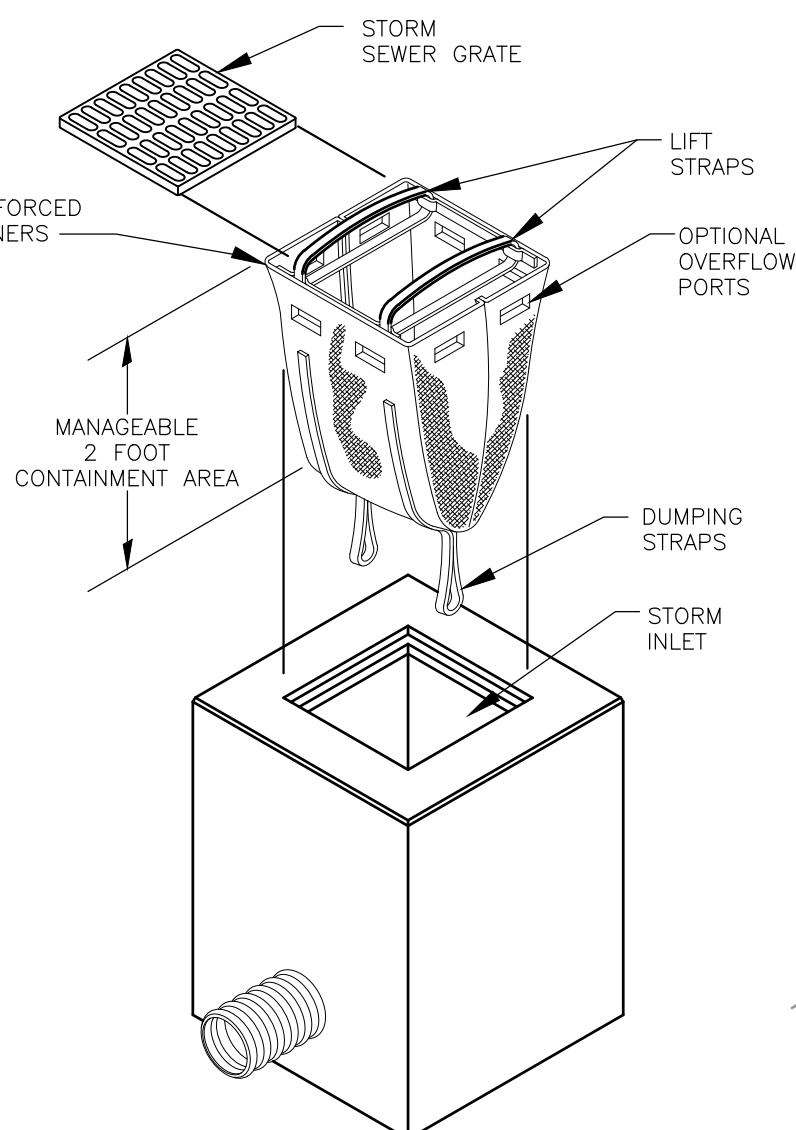
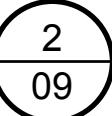
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TEMPORARY SOIL STOCKPILE

DETAIL

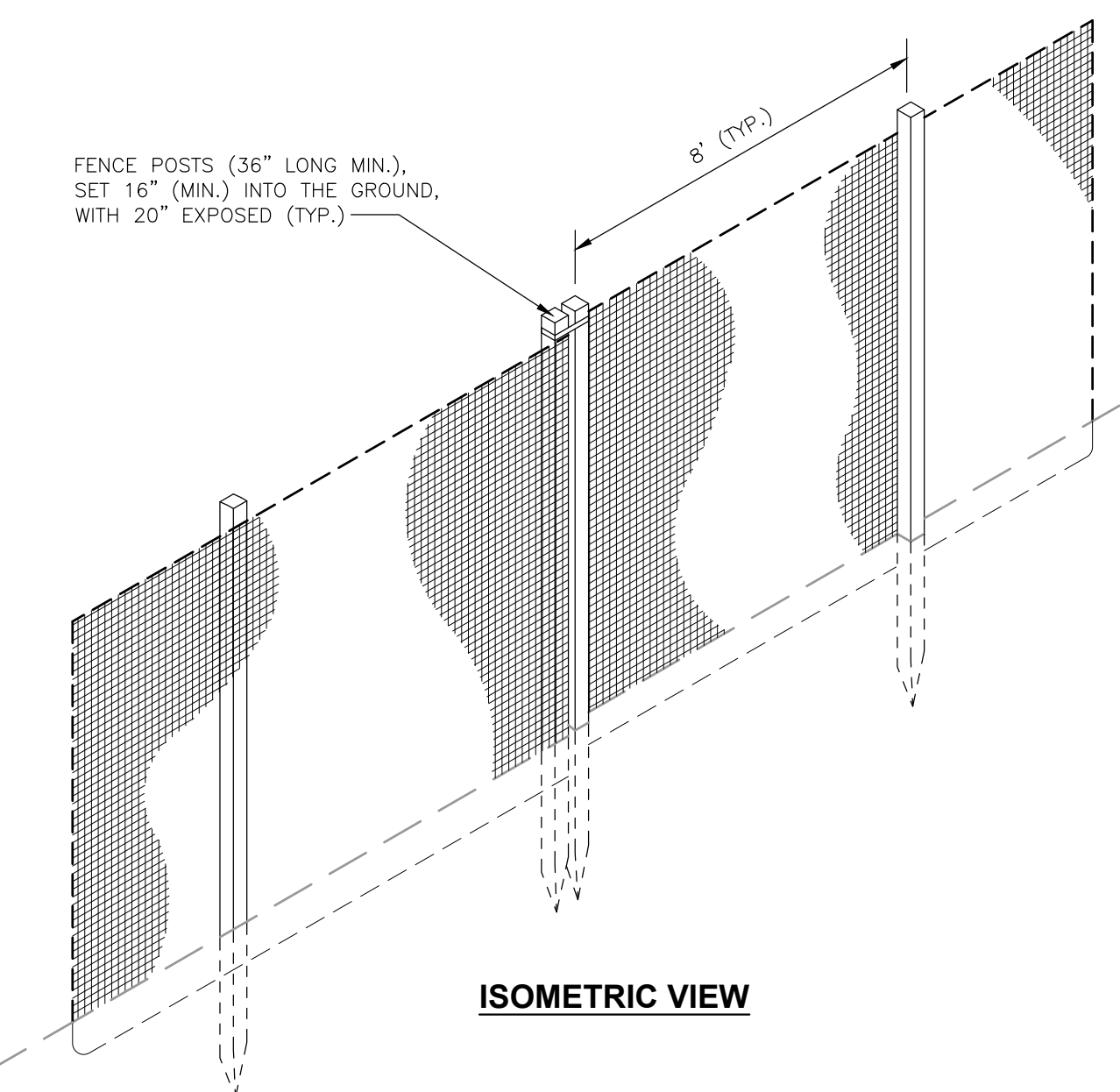
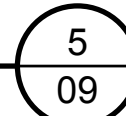
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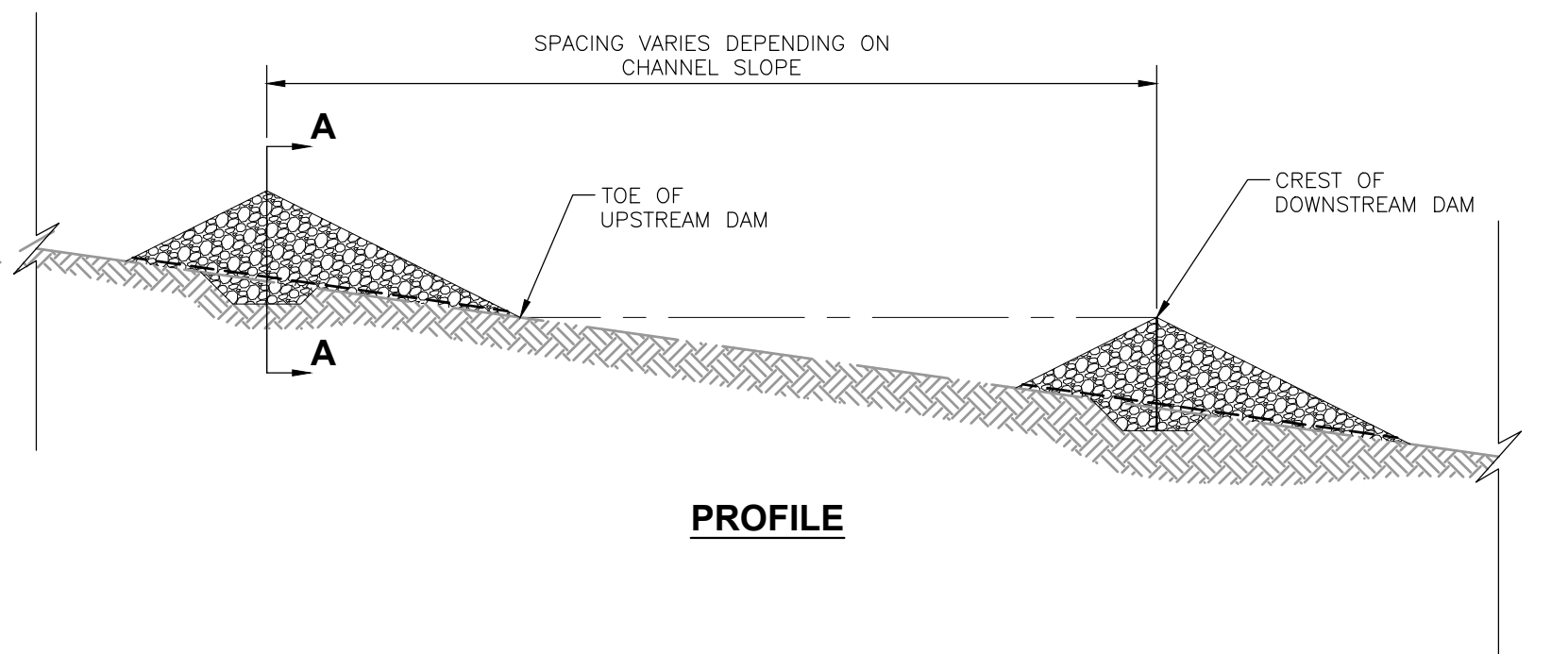
DANDY SACK INLET PROTECTION

DETAIL

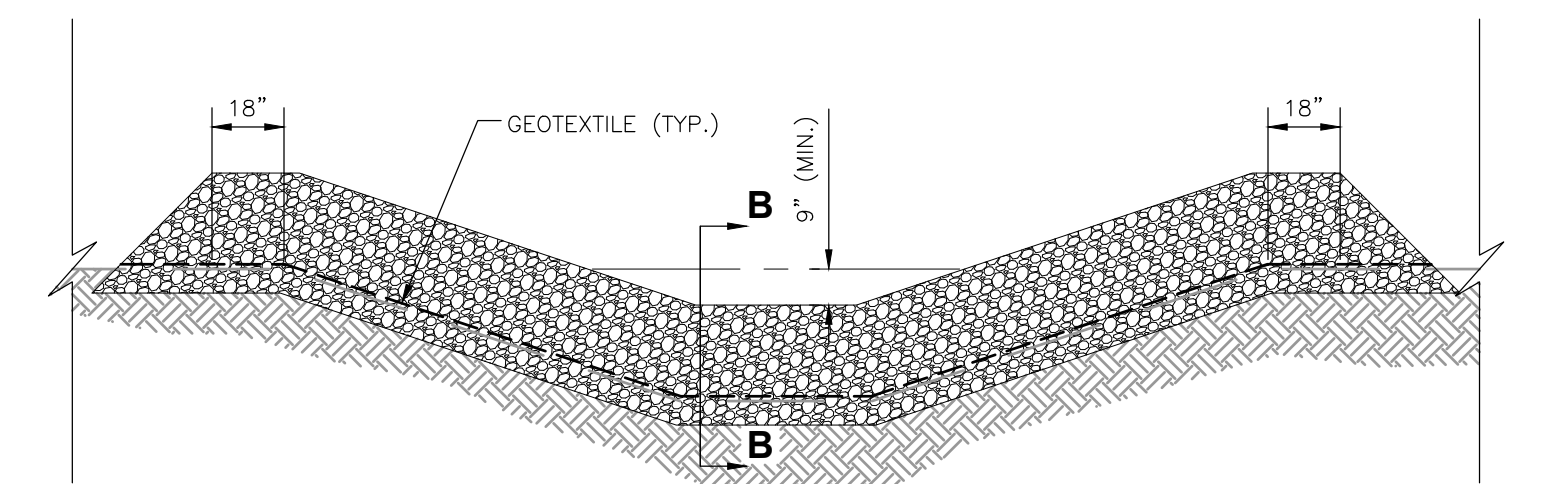
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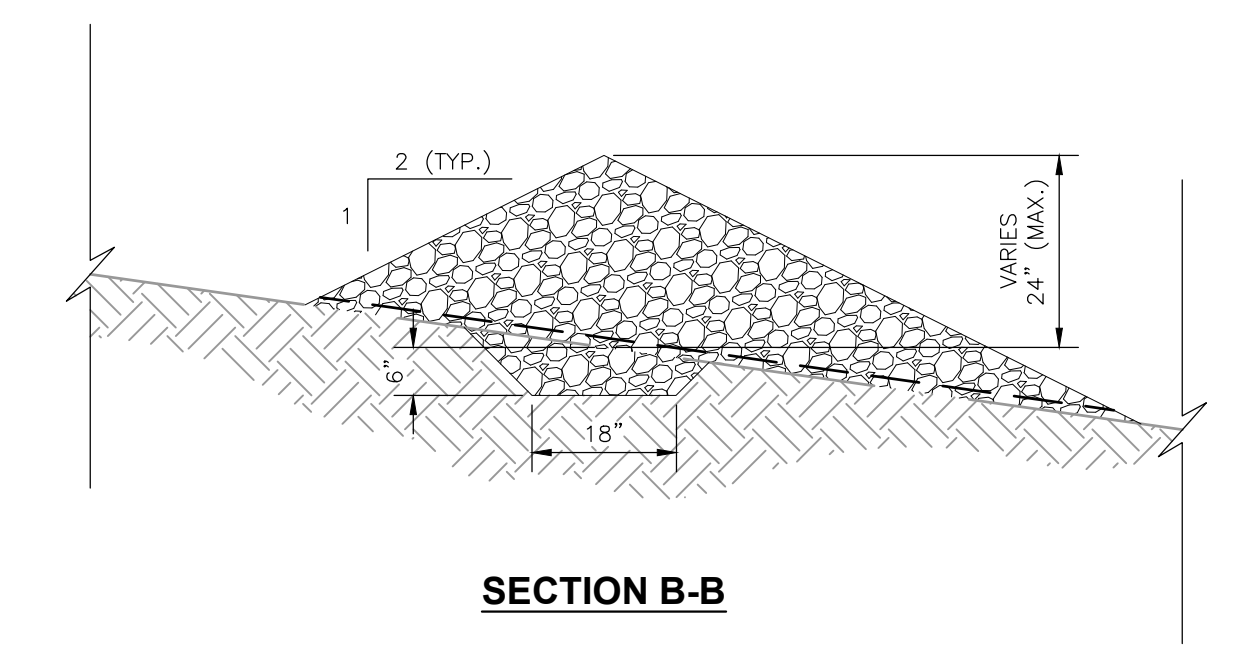
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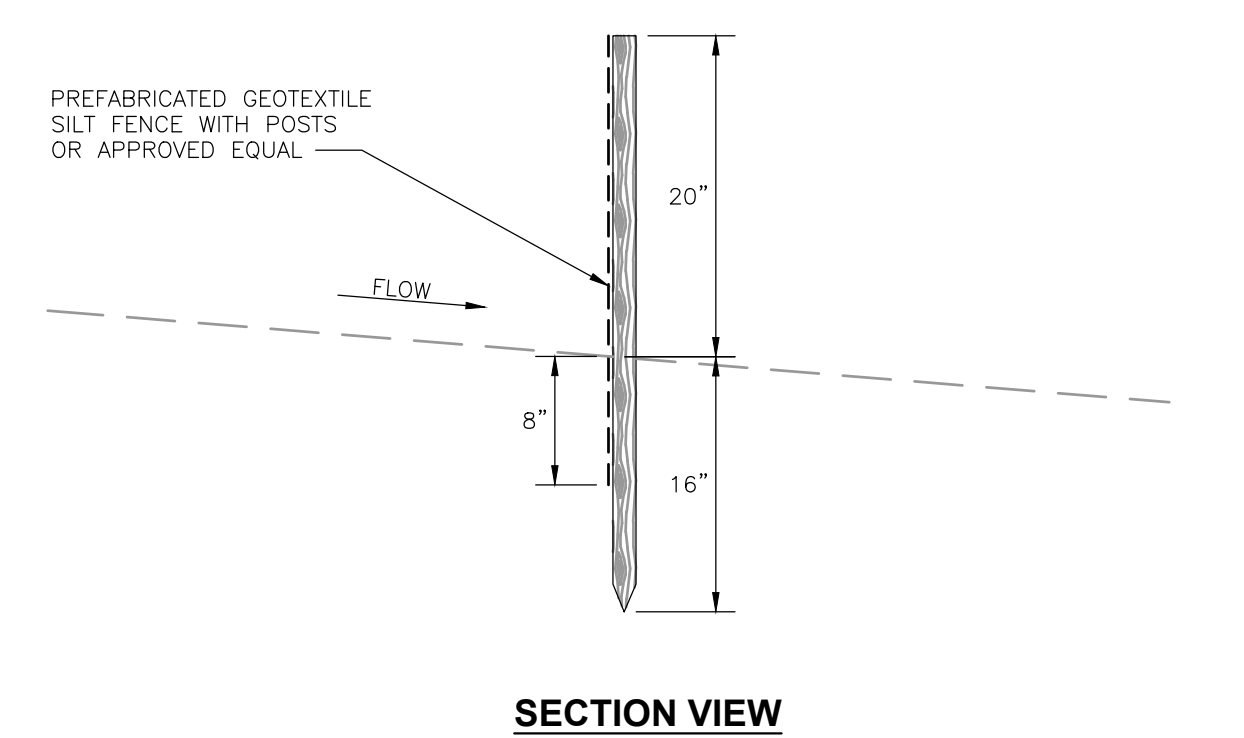
PROFILE



SECTION A-A



SECTION B-B



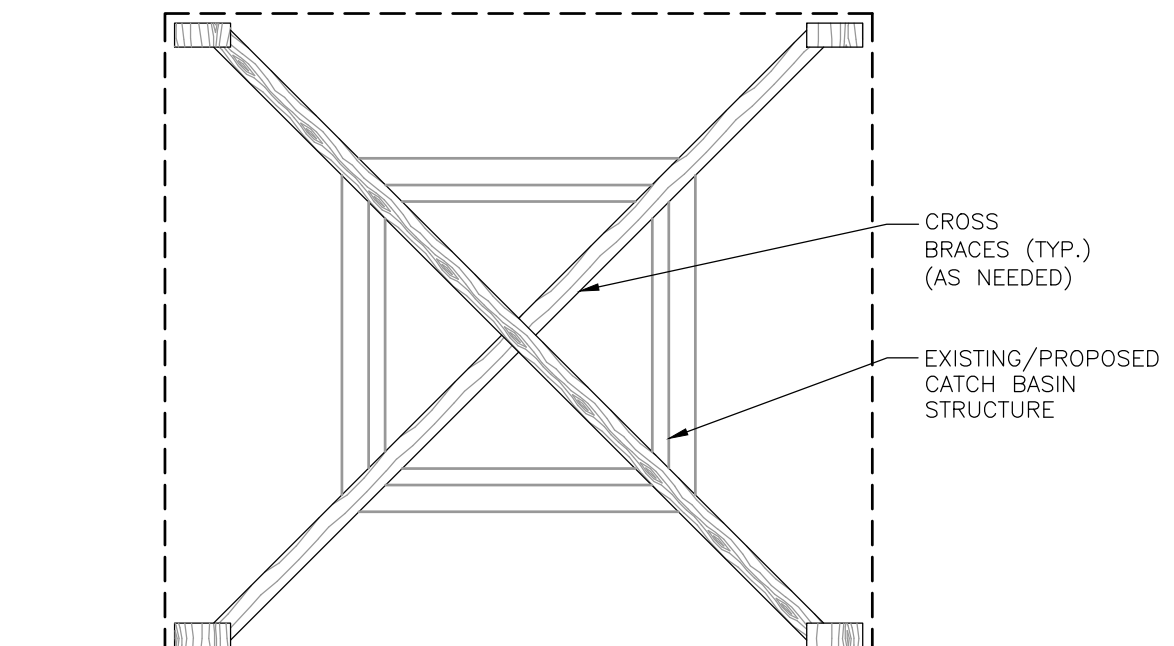
SECTION VIEW

NOTES:

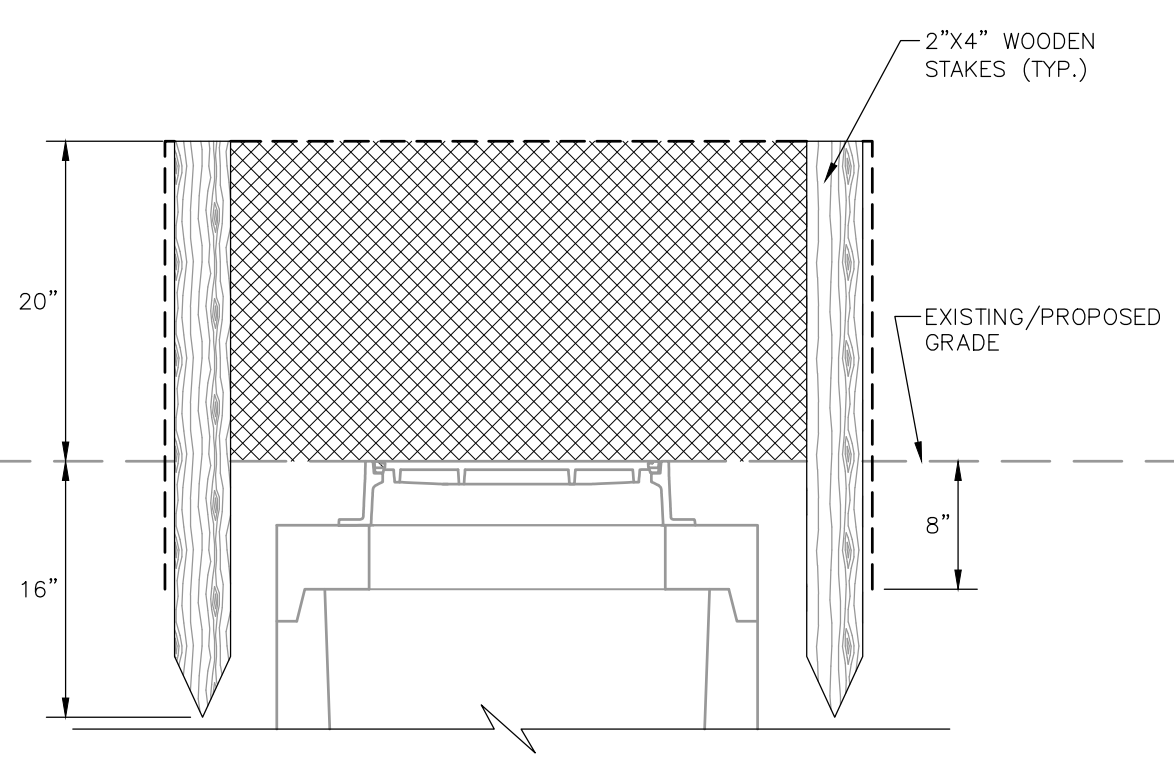
1. DUE TO THE DENSE COMPACTION AND PHYSICAL COMPOSITION OF THE IN-SITU SOILS THE CONTRACTOR MAY BE REQUIRED TO UTILIZE ALTERNATE MATERIALS FOR USE AS FENCE POSTS OR PRE-DRILL EMBEDMENT CORES TO ENSURE SATISFACTORY INSTALLATION AND PERFORMANCE OF THE SILT FENCE.
2. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES.
3. FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 12" AT TOP AND MID SECTION. FENCE SHALL BE WOVEN WIRE.
4. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED BY 6" AND FOLDED. FILTER CLOTH SHALL BE TENAX 700 OR APPROVED EQUAL.
5. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIALS REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.
6. MAXIMUM DRAINAGE AREA FOR OVERLAND FLOW TO A SILT FENCE SHALL NOT EXCEED 1/4 ACRE PER 100 FEET OF FENCE.
7. SILT FENCE SHALL BE USED WHERE EROSION COULD OCCUR IN THE FORM OF SHEET EROSION.
8. SILT FENCE SHALL NOT BE USED WHEN A CONCENTRATION OF WATER IS FLOWING TO THE BARRIER.
9. MAXIMUM ALLOWABLE SLOPE LENGTHS CONTRIBUTING RUN-OFF TO A SILT FENCE ARE TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NEW YORK STATE STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL (BLUE BOOK), CURRENT EDITION.

NOTES:

1. PLACEMENT OF STONE CHECK DAMS WILL BE DETERMINED BY THE ENGINEER DURING CONSTRUCTION.
2. STONE SHALL BE PLACED ON A GEOTEXTILE FOUNDATION TO THE LINES, GRADES AND LOCATIONS SHOWN ON THE PLAN AND/OR DETERMINED BY THE ENGINEER DURING CONSTRUCTION.
3. SET SPACING OF CHECK DAMS SUCH THAT THE ELEVATIONS OF THE CREST OF THE DOWNSTREAM DAM ARE AT THE SAME ELEVATION OF THE TOE OF THE UPSTREAM DAM.
4. EXTEND THE STONE A MINIMUM OF EIGHTEEN INCHES (18") BEYOND THE DITCH BANKS TO PREVENT CUTTING AROUND THE DAM.
5. PROTECT THE CHANNEL DOWNSTREAM OF THE LOWEST CHECK DAM FROM SCOUR AND EROSION WITH STONE OR EROSION CONTROL MAT AS APPROPRIATE.
6. ENSURE THAT CHANNEL APPURTENANCES SUCH AS CULVERT ENTRANCES BELOW CHECK DAM ARE NOT SUBJECT TO DAMAGE OR BLOCKAGE FROM DISPLACED STONE.
7. MAXIMUM DRAINAGE AREA IS TWO ACRES (2 AC).



PLAN VIEW



SIDE VIEW

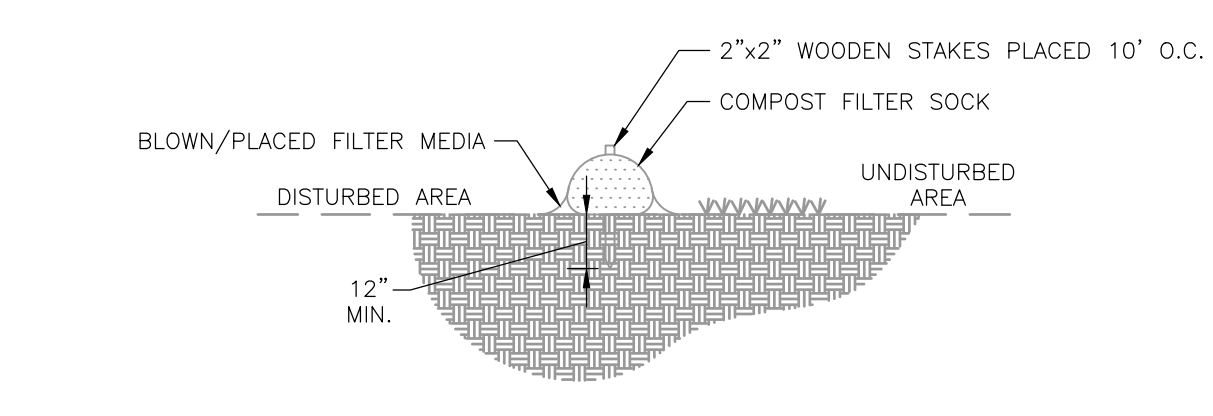
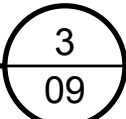
NOTES:

1. CUT FABRIC FROM CONTINUOUS ROLL TO ELIMINATE JOINTS. IF JOINTS ARE NEEDED, OVERLAP TO THE NEXT STAKE.
2. STAKE MATERIALS WILL BE STANDARD 2"x4" WOOD OR EQUIVALENT, WITH A MINIMUM LENGTH OF 3 FEET.
3. SPACE STAKES EVENLY AROUND INLET 3 FEET APART AND DRIVE MINIMUM 16" DEEP. SPANS GREATER THAN 3 FEET MAY BE BRIDGED WITH THE USE OF WIRE MESH BEHIND FABRIC FOR SUPPORT.
4. FABRIC SHALL BE EMBEDDED 8" MINIMUM BELOW GROUND AND BACKFILLED. IT SHALL BE SECURELY FASTENED TO THE STAKES AND FRAME.
5. A 2"x4" WOOD FRAME SHALL BE COMPLETED AROUND THE CREST OF THE FABRIC FOR OVERFLOW STABILITY.
6. INLET PROTECTION SHALL REMAIN IN-PLACE UNTIL SITE HAS BEEN STABILIZED.

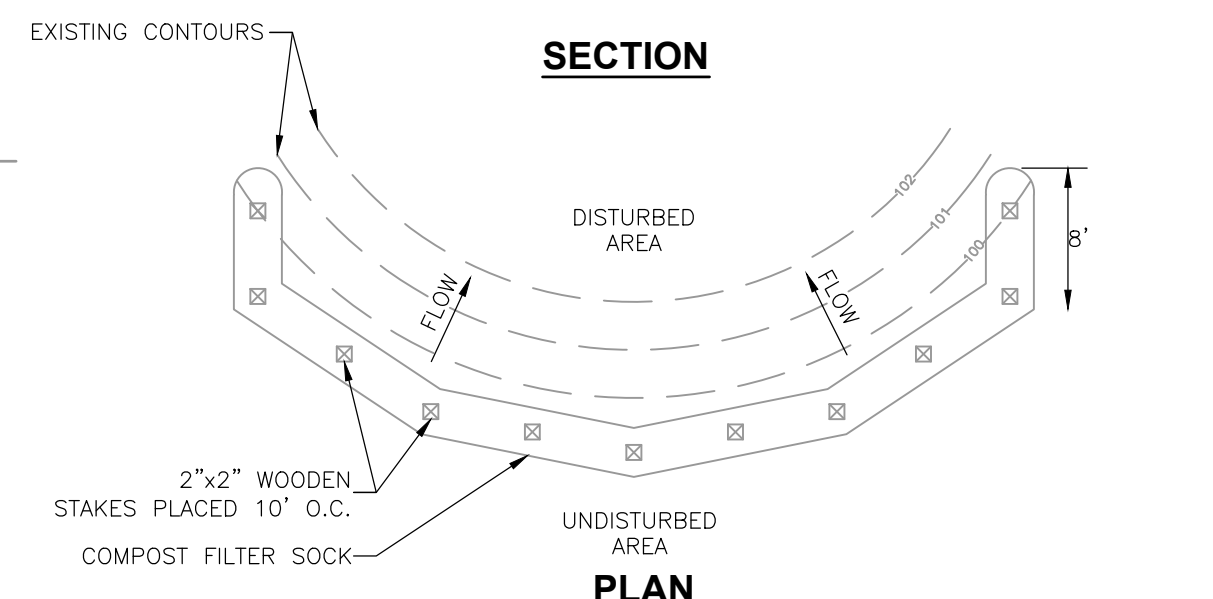
CATCH BASIN INLET PROTECTION

DETAIL

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SECTION



PLAN

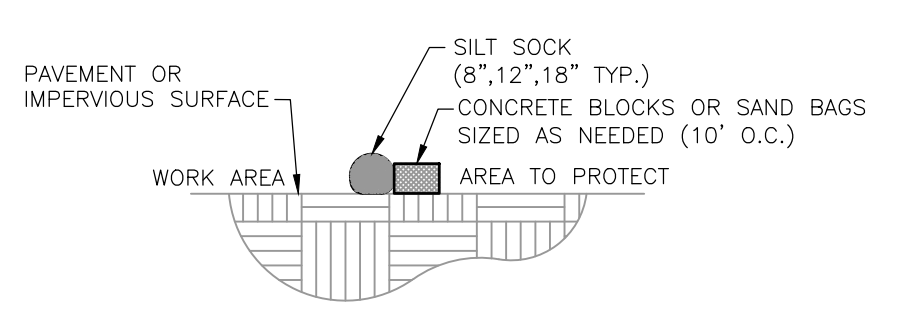
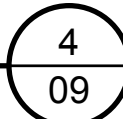
NOTES:

1. FILTER SOCK FABRIC MATERIAL, FILTER MEDIA, INSTALLATION, AND MAINTENANCE REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS FOR COMPOST FILTER SOCKS WITHIN THE NEW YORK STATE STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL (BLUE BOOK), CURRENT EDITION AND THE MANUFACTURER'S RECOMMENDATIONS.
2. TRAFFIC SHALL NOT BE PERMITTED TO CROSS FILTER SOCKS.
3. ACCUMULATED SEDIMENT SHALL BE REMOVED WHEN IT REACHES HALF THE ABOVEGROUND HEIGHT OF THE SOCK AND DISPOSED IN THE MANNER DESCRIBED ELSEWHERE IN THE PLAN.
4. SOCKS SHALL BE INSPECTED WEEKLY AND AFTER EACH RUNOFF EVENT. DAMAGED SOCKS SHALL BE REPAIRED ACCORDING TO MANUFACTURER'S SPECIFICATIONS OR REPLACED WITHIN 24 HOURS OF INSPECTION.

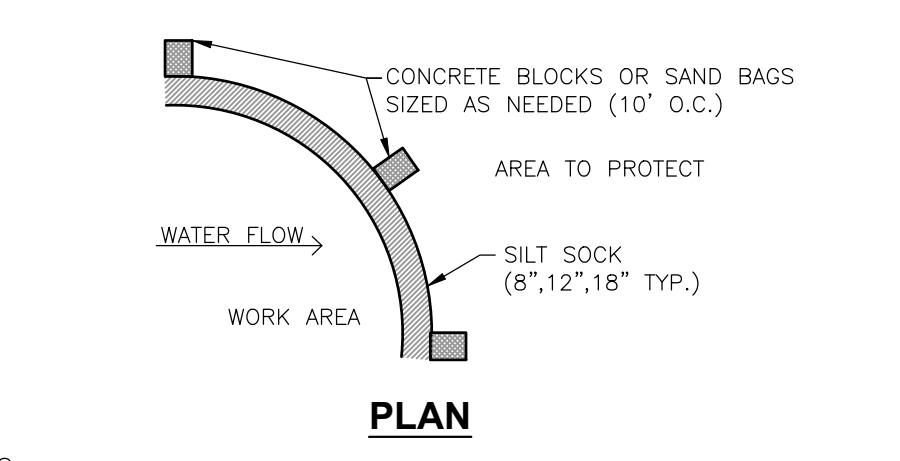
COMPOST FILTER SOCK

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SECTION



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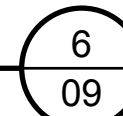
NOTES:

1. FILTER SOCK FABRIC MATERIAL, FILTER MEDIA, INSTALLATION, AND MAINTENANCE REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS FOR COMPOST FILTER SOCKS WITHIN THE NEW YORK STATE STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL (BLUE BOOK), CURRENT EDITION AND THE MANUFACTURER'S RECOMMENDATIONS.
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SILT SOCK ON PAVEMENT

DETAIL

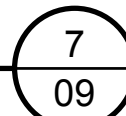
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REINFORCED SILT FENCE

DETAIL

SCALE: N.T.S.



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ONONDAGA COUNTY RESOURCE RECOVERY AGENCY
 EXISTING LEY CREEK TS DEMOLITION & SITE RESTORATION
 5158 LEY CREEK DRIVE, LIVERPOOL, NY

SOIL EROSION & SEDIMENT CONTROL DETAILS

SHEET NO. **09**

PROJECT NO. 4243001

1" = 12' 0" = 144" = 12 feet
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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor one electronic portable document format (PDF) copy of the Contract (including one fully signed counterpart of the Agreement)
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments

during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will 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.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 120th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 and terms of the Contract as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
- a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

- Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
 - E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
 - F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
 - G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
 - H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
1. Observations by Engineer;
 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

- 9.05 *Lands and Easements; Reports, Tests, and Drawings*
- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
 - B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
 - C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 *Insurance*
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 *Change Orders*
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 *Inspections, Tests, and Approvals*
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 *Limitations on Owner's Responsibilities*
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 *Undisclosed Hazardous Environmental Condition*
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 *Evidence of Financial Arrangements*
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).
- 9.12 *Safety Programs*
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
 - B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
- 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
- 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
- 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. *Payment Becomes Due*
1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- E. *Reductions in Payment by Owner*
1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

- attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
 - G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is 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.

18.09 *Successors and Assigns*

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

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor up to one printed copy of the Contract Documents (including one fully signed counterpart of the Agreement) upon request, and one copy in electronic portable document format (PDF).

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

SC-3.01 Add the following new paragraph immediately after Paragraph 3.01.G:

- D. Contractor Documents are written in the imperative mood. When direction is given, it shall be understood that the direction is given to Contractor. For example, the phrase "Provide two pumps" shall be understood to mean "Contractor shall provide two pumps."

SC-3.03 *Reporting and Resolving Discrepancies*

SC-3.03 Add the following new paragraph immediately after Paragraph 3.03.B.1.b:

- 2. In determining Contract Price with respect to a conflict, error, or discrepancy within the Contract Documents, the Contract Documents shall be given precedence in the following order with Change Orders being the highest precedence:
 - 1. Change Orders
 - 2. Work Change Directives
 - 3. Field Orders
 - 4. Agreement
 - 5. Addenda
 - 6. Laws and Regulations
 - 7. Supplementary Conditions

8. General Conditions
9. Drawings
10. Specifications

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

No Supplementary Conditions in this Article.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. In the preparation of Drawings and Specifications, Engineer relied upon the following drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site. Most of the contents of such reports constitutes “technical data” on which the Contractor may rely. Information contained in drawings of existing physical conditions does not eliminate the need for the Contractor to conduct additional investigations in the field.

| Drawings Title | Date of Drawings | Technical Data |
|---|-------------------------|-----------------------|
| Topographic Survey Ley Creek OCRRA Site Part of Lot No. 17 | December 2022 | All |
| Topographic Survey Ley Creek OCRRA Site Part of Lot No. 17 | June 2022 | All |
| Onondaga County Resource Recover Agency Ley Creek Transfer Station – Electrical Service Upgrade | September 2019 | All |
| Map of Facilities Onondaga County Resource Recovery Agency Part of Military Lot 17 | October 1994 | All |
| LCTS Building Sprinkler System Design | 1991 | All |
| Contract Drawings Ley Creek Transfer Station Modifications | April 1991 | All |
| County of Onondaga Ley Creek Shredding Plant | 1974 | All |

- G. Contractor may examine copies of reports and drawings identified in SC-5.03.E that were not included with the Bidding Documents at Onondaga County Resource Recovery Agency (100 Elwood Davis Road, Syracuse NY) during regular business hours, or may request copies from Engineer.

5.06 *Hazardous Environmental Conditions*

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

| Report Title | Date of Report | Technical Data |
|--|----------------|----------------|
| Pre-Demolition Building Survey at Ley Creek Transfer Station | July 2023 | All |

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form*: The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

D. See Certificate of Insurance requirements provided in the Agreement.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.10 *Taxes*

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

- A. Owner is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties thereof on all materials to be incorporated into the Work.
 1. Owner will furnish the required documents for tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
 2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

ARTICLE 8—OTHER WORK AT THE SITE

No Supplementary Conditions in this Article.

ARTICLE 9—OWNER'S RESPONSIBILITIES

SC-9.11 Add the following new paragraph immediately after Paragraph 9.11.A:

- B. On request of Contractor prior to execution of any Change Order involving a significant

increase in Contract Price, Owner shall furnish to Contractor reasonable evidence that adequate financial arrangements have been made by Owner to enable Owner to fulfill the increased financial obligations to be undertaken by Owner as a result of such Change Order.

ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION

10.03 Resident Project Representative

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 3. *Liaison*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
 4. *Review of Work; Defective Work*
 - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.
 - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
 5. *Inspections and Tests*
 - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
 - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
 6. *Payment Requests:* Review Applications for Payment with Contractor.

7. *Completion*
 - a. Participate in Engineer's visits regarding Substantial Completion.
 - b. Assist in the preparation of a punch list of items to be completed or corrected.
 - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.
- D. The RPR will not:
 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

No suggested Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 Cost of the Work

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of Rental Rate Blue Book for Construction Equipment.

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a. For purposes of this paragraph, “small tools and hand tools” means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 Progress Payments

SC-15.01.A Add the following to the end of Subparagraph 15.01.A of the General Conditions:

By signing the Application and Certificate for Payment, Contractor certifies that all items, units, quantities, and prices of Work and material in the estimate are correct, that all claimed Work has been performed and materials supplied in full accordance with the Contract, and that Contractor has no claims for damages, losses or expense against Owner for compensation in addition to that provided for in the application except such claims for change of Contract Price as Contractor has filed with Engineer and Owner in writing (in accordance with Article 10) prior to the date of his certifying the application.

SC-15.01.C.6 Add the following subparagraph after subparagraph 15.01.C.6.e of the General Conditions:

- f. or because of Contractor’s failure to submit certifications, affidavits, schedules, or other written information when and as required in the Contract Documents, or Contractor’s failure to make submittals in accordance with the Schedule of Submittals.

15.03 Substantial Completion

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

15.06 Final Payment

SC-15.06.A Add the following subparagraph immediately after Paragraph 15.06.A.3:

4. By signing the application and certificate for Final Payment, Contractor certifies that the total cost of the Work and the amount due Contractor for payment is full compensation for all Work done under the terms of the Contract in its original form; that the payment is full compensation for all Work ordered to be done under Change Orders; and that the payment is full compensation for all other Work done by Contractor and for all damages, losses, and expense incurred by

Contractor for doing and furnishing everything relating to or arising out of the Work, and that Contractor waives all right to claim or receive any further compensation in addition to that provided for in the final payment except as provided in paragraph 15.07.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.02 Arbitration

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 Arbitration

- A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of \$100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.
- C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
- D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.
- E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.
- F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witnesses. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the

making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

- G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
 - 1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;
 - 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;
 - 3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and
 - 4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.
- H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

17.03 Attorneys' Fees

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02. [Note: If there is no Paragraph 17.02, because neither arbitration nor any other dispute resolution process has been specified here in the Supplementary Conditions, then revise this to state "Add the following new Paragraph immediately after Paragraph 17.01" and revise the numbering accordingly].

17.03 Attorneys' Fees

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 18—MISCELLANEOUS

Add the following new paragraphs immediately after Paragraph

18.10: SC-18.11 *Labor and Legal Requirements*

- A. Contractor shall abide by all regulations and laws that relate to labor that may affect the Work of this Contract, including Federal, State, County, and Town regulations.
- B. The latest Prevailing Wage Rate Schedules setting forth minimum wages and supplements for this area of the state, together with labor standard provisions and non-discrimination in employment provisions are appended to the Agreement.
- C. Contractor shall make provision for the disability benefits, unemployment insurance and social security required by law.
- D. The Contractor shall keep himself fully informed of all laws of the State (in which the Project is located) and of the United States of America, and of all municipal laws and ordinances in any manner affecting the Work of this Contract, and of all orders or decrees of any body or tribunal having any jurisdiction or authority in any manner affecting such Work, and shall be responsible for strict compliance therewith. If any clause of this Contract does not conform to any such law, such clause shall be void insofar as it conflicts with such law, and such law shall be operative in lieu thereof.
- E. Each and every provision of law and clause required by law to be inserted in this Contract should be, is and is deemed to be inserted herein, and if through a mistake or otherwise any such provision is not inserted, or it is not correctly inserted, then upon the application of either party the Contract shall forthwith be amended physically to make such insertion.
- F. If any provision herein shall be as to destroy the mutuality of this Contract or to render it invalid or illegal, then if such provision shall not appear to have been so material that without it the Contract would not have been made by the parties, it shall not be deemed to form part thereof but the balance of the Contract shall remain in full force and effect.

MINIMUM HOURLY WAGE RATES

The Contractor and every subcontractor shall post in a prominent and accessible place at the site of the Work, a legible copy of the Federal Wage Determination Rate Schedule (if such is included in the Contract Documents).

The rates established by each schedule are minimum, and all employees shall be paid no less than the established rate listed for each trade or occupation. In case of conflict between schedules in any one trade or occupation, the higher rate listed shall control and such higher rate shall be considered to be the minimum.

State: The minimum rates of wages and schedule of supplements to be provided for the various trades shall be in accordance with the Prevailing Wage Rate Schedule which is included herein. The rate of wage and schedule of supplements for any trade not appearing or mentioned in this schedule shall be in accordance with the prevailing rates established for that particular trade by the New York State Industrial Commissioner, or if the Owner be a City, by the Comptroller or other analogous officer of such City. Minimum Wages required to be paid shall include supplements for hospital, surgical, medical or other benefits as determined by Article 8 of the State Labor Law. If for any reason at any time the State of New York or the proper City Office, shall in any way supplement, change or amend such Prevailing Wage Rate Schedule, then the Contractor, Subcontractor or other person about or upon such public Work shall follow such Schedule as supplemented, changed or amended. In no case shall the Contractor be entitled to any additional compensation or extras because of any supplement, change, redetermination or amendment of the Prevailing Wage Rate Schedule.

Federal: If this project is to receive a grant-in-aid from the Federal Government, then the Contractor shall comply with the requirements of the Labor Standards and with such other Federal requirements specifically issued by the Federal Government, including compliance with the specific Federal Wage Determination Rate for this project. The above requirements are reproduced in these Contract Documents if the project is to receive Federal Aid. The appropriate form shall be used to record weekly payrolls, including amounts paid to employees and certifications by employer. Such records will be examined by the Federal Government and shall be carefully maintained by each Contractor and Subcontractor.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

OCRRA
Cristina Albuino
100 Elwood Davis Road
Suite 300
North Syracuse NY 13212

Schedule Year 2023 through 2024
Date Requested 05/29/2024
PRC# 2024006327

Location Ley Creek Transfer Station
Project ID#
Project Type Demolition work of transfer station and site restoration for upcoming construction improvements.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2023 through June 2024. 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 12226

General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission; a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion [online](#).

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule from the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 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 www.labor.ny.gov.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

The filing of payrolls to the Department of Jurisdiction is a condition of payment. Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 . Section 220-a).

Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "[Public Work Project](#)" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers. compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers. Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 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

OCRRA
Cristina Albunio
100 Elwood Davis Road
Suite 300
North Syracuse NY 13212

Schedule Year 2023 through 2024
Date Requested 05/29/2024
PRC# 2024006327

Location Ley Creek Transfer Station
Project ID#
Project Type Demolition work of transfer station and site restoration for upcoming construction improvements.

Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information

All information must be supplied

| | | |
|---|--|------------|
| Federal Employer Identification Number: _____ | | |
| Name: _____ | | |
| Address: _____ _____ | | |
| City: _____ | State: _____ | Zip: _____ |
| Amount of Contract: \$ _____ | Contract Type: | |
| Approximate Starting Date: ____/____/____ | <input type="checkbox"/> (01) General Construction | |
| Approximate Completion Date: ____/____/____ | <input type="checkbox"/> (02) Heating/Ventilation | |
| | <input type="checkbox"/> (03) Electrical | |
| | <input type="checkbox"/> (04) Plumbing | |
| | <input type="checkbox"/> (05) Other : _____ | |

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 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.

(12.20)

**To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

**To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 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.

Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury.

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

Apprentice Training Ratios

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

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

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

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

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

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

| District Office Locations: | Telephone # | FAX # |
|--|--------------|--------------|
| Bureau of Public Work - Albany | 518-457-2744 | 518-485-0240 |
| Bureau of Public Work - Binghamton | 607-721-8005 | 607-721-8004 |
| Bureau of Public Work - Buffalo | 716-847-7159 | 716-847-7650 |
| Bureau of Public Work - Garden City | 516-228-3915 | 516-794-3518 |
| Bureau of Public Work - Newburgh | 845-568-5287 | 845-568-5332 |
| Bureau of Public Work - New York City | 212-932-2419 | 212-775-3579 |
| Bureau of Public Work - Patchogue | 631-687-4882 | 631-687-4902 |
| Bureau of Public Work - Rochester | 585-258-4505 | 585-258-4708 |
| Bureau of Public Work - Syracuse | 315-428-4056 | 315-428-4671 |
| Bureau of Public Work - Utica | 315-793-2314 | 315-793-2514 |
| Bureau of Public Work - White Plains | 914-997-9507 | 914-997-9523 |
| Bureau of Public Work - Central Office | 518-457-5589 | 518-485-1870 |

Onondaga County General Construction

Boilermaker **05/01/2024**

JOB DESCRIPTION Boilermaker **DISTRICT 6**

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

WAGES

| | | |
|-------------|------------|------------|
| Per hour: | 07/01/2023 | 01/01/2024 |
| Boilermaker | \$ 36.98 | \$ 37.98 |

SUPPLEMENTAL BENEFITS

| | | |
|------------|-----------|-----------|
| Per hour: | | |
| Journeyman | \$ 26.31* | \$ 26.62* |
| | + 1.48 | + 1.48 |

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

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

HOLIDAY
 Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE

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

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

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

SUPPLEMENTAL BENEFITS per hour:

| | | | | | | | |
|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| \$ 19.58* | \$ 19.58* | \$ 20.54* | \$ 21.49* | \$ 22.44* | \$ 23.42* | \$ 24.40* | \$ 25.35* |
| + 1.48 | + 1.48 | + 1.48 | + 1.48 | + 1.48 | + 1.48 | + 1.48 | + 1.48 |

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

6-175

Carpenter - Building **05/01/2024**

JOB DESCRIPTION Carpenter - Building **DISTRICT 6**

ENTIRE COUNTIES
 Onondaga

WAGES

| | | | |
|-----------------|------------|------------|------------|
| Per hour: | 07/01/2023 | 07/01/2024 | 07/01/2025 |
| | | Additional | Additional |
| Carpenter | \$ 30.60 | \$ 1.15 | \$ 1.15 |
| Floor Coverer | 30.60 | 1.15 | 1.15 |
| Carpet Layer | 30.60 | 1.15 | 1.15 |
| Drywall | 30.60 | 1.15 | 1.15 |
| Diver - Wet Day | 61.25 | -- | -- |
| Diver - Dry Day | 31.60 | 1.15 | 1.15 |
| Dive Tender | 31.60 | 1.15 | 1.15 |

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

- Pile Drivers/Dock Builders shall receive \$0.25 per hour over the Journeyman's rate of pay when performing piledriving/dock building work.
- Certified Welders shall receive \$1.00 per hour over the Journeyman's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work
- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus \$1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
 - 0' to 80' no additional fee
 - 81' to 100' additional \$.50 per foot

- 101' to 150' additional \$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
- 3rd Shift - Premium of 14% of base wage per hour

Shift work shall be defined as implementing at least two (2) shifts in a twenty-four (24) consecutive hour period. Shift work must be for a minimum of three (3) consecutive days.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 21.24

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

CARPENTER APPRENTICES

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

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

Supplemental Benefits per hour:

| | | | |
|----------|----------|----------|----------|
| \$ 12.55 | \$ 12.56 | \$ 15.16 | \$ 15.16 |
|----------|----------|----------|----------|

PILEDRIVER/DOCK BUILDER APPRENTICES

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

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

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

Supplemental Benefits per hour:

| | | | |
|----------|----------|----------|----------|
| \$ 12.55 | \$ 12.56 | \$ 15.16 | \$ 15.16 |
|----------|----------|----------|----------|

LINOLEUM, RESILIENT TILE, AND CARPET LAYER APPRENTICES

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

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

Supplemental Benefits per hour:

| | | | |
|----------|----------|----------|----------|
| \$ 12.55 | \$ 12.56 | \$ 15.16 | \$ 15.16 |
|----------|----------|----------|----------|

ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:

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

6-277 On

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: | 07/01/2023 | 07/01/2024 |
| | | Additional |
| Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface | \$ 34.48 | \$ 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:

Journeyman \$ 26.30

OVERTIME PAY

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

HOLIDAY

Paid: See (5) on HOLIDAY PAGE

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

Notes:

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

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

REGISTERED APPRENTICES

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

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

Supplemental Benefits per hour:

| | |
|----------|----------|
| 1st term | \$ 17.56 |
| 2nd term | 18.04 |
| 3rd term | 20.06 |
| 4th term | 20.54 |

2-42AtSS

Carpenter - Heavy&Highway

05/01/2024

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 | 07/01/2023 | 07/01/2024 |
| | | Additional |
| Carpenter | \$ 35.78 | \$ 2.75* |
| Piledriver | 35.78 | 2.75* |
| Diver-Wet Day | 60.78 | 2.75* |
| Diver-Dry Day | 36.78 | 2.75* |
| Diver-Tender | 36.78 | 2.75* |

*To be allocated at a later date.

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

- When project owner mandates a single irregular work shift, the employee will receive an additional \$3.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.50 per hour.
- Certified welders when required to perform welding work will receive an additional \$2.50 per hour.

ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:

- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- All crew members aboard a submersible shall receive the Diver-Wet Day rate.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
 - 0' to 50' no additional fee
 - 51'to 100' additional \$.50 per foot
 - 101'to 150' additional \$0.75 per foot
 - 151'and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
 - 0' to 50' no additional fee
 - 51' to 100' additional \$.75 per foot
 - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 26.30

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

- The employee must work their scheduled workday before and their scheduled workday after the holiday to receive holiday pay.

REGISTERED APPRENTICES

CAPRENTER APPRENTICES

Wages per hour (1040 hour terms at the following percentage of journeyman's base wage):

| 1st | 2nd | 3rd | 4th | 5th |
|-----|-----|-----|-----|-----|
| 65% | 70% | 75% | 80% | 85% |

Supplemental Benefits per hour:

| | | | | |
|----------|----------|----------|----------|----------|
| \$ 17.56 | \$ 18.04 | \$ 20.01 | \$ 20.49 | \$ 20.97 |
|----------|----------|----------|----------|----------|

PILEDRIVER/DOCKBUILDER APPRENTICES

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

| 1st | 2nd | 3rd | 4th |
|-----|-----|-----|-----|
| 65% | 70% | 80% | 85% |

Supplemental Benefits per hour:

| | | | |
|----------|----------|----------|----------|
| \$ 17.56 | \$ 18.04 | \$ 20.49 | \$ 20.97 |
|----------|----------|----------|----------|

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

- When project owner mandates a single irregular work shift, the employee will receive an additional \$3.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.50 per hour.
- Certified welders when required to perform welding work will receive an additional \$2.50 per hour.

2-277HH-Bro

Electrician

05/01/2024

JOB DESCRIPTION Electrician

DISTRICT 7

ENTIRE COUNTIES

Yates

PARTIAL COUNTIES

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

WAGES

| Per Hour: | 07/01/2023 | 06/01/2024 |
|------------------------------|------------|------------|
| Electrician | \$ 41.00 | \$ 43.50 |
| Teledata, Sound Wireman | 41.00 | 43.50 |
| Work from 4:30PM - 1:00AM** | 47.15 | 50.03 |
| Work from 12:30AM - 9:00AM** | 49.20 | 52.20 |

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

IMPORTANT NOTE - WORKING ABOVE THE FLOOR:

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

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

| Per hour: | | |
|------------|-------------------------------------|-------------------------------------|
| Journeyman | \$ 25.27 plus 3% of wage paid | \$ 27.02 plus 3% of wage paid |

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

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

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

REGISTERED APPRENTICES

WAGES: hourly terms at the following wages per hour:

| | | |
|--------------------------|----------|----------|
| 1st term (0-1000 hrs) | \$ 18.40 | \$ 19.40 |
| 2nd term (1001-2000 hrs) | 20.45 | 21.60 |
| 3rd term (2001-3500 hrs) | 22.50 | 23.75 |
| 4th term (3501-5000 hrs) | 26.60 | 28.10 |
| 5th term (5001-6500 hrs) | 30.70 | 32.45 |
| 6th term (6501-8000 hrs) | 34.80 | 36.80 |

SUPPLEMENTAL BENEFITS per hour worked:

| | | |
|------------------------|-------------------------------------|-------------------------------------|
| Appr. 1st and 2nd term | \$ 12.00 plus 3% of wage paid | \$ 12.50 plus 3% of wage paid |
| All other terms | \$ 23.27 plus 3% of wage paid | \$ 25.02 plus 3% of wage paid |

7-840 Z1

Electrician

05/01/2024

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: 07/01/2023

| | |
|---------------|----------|
| Electrician | \$ 44.00 |
| Teledata | 44.00 |
| Cable Splicer | 48.40 |

NOTE: Additional premiums for the following work listed:

- Additional \$2.00 per hour for work performed over 35 feet above the ground, floor, or roof levels or where work is required in tunnels, shafts, or under compressed air 35 feet below the ground level.

- Additional \$2.50 per hour for working over 50 feet above or below ground, floor, or roof level. This includes work on ladders, "toothpicks", scaffolds, boatswain chairs, towers, smokestacks or other open structures, or mechanical lifts used over 60 feet.

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% |

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

- 1) "Alternate" hours shall consist of a minimum of eight consecutive hours per day
- 2) Hours worked in excess of eight (8) hours per day, Monday through Friday, shall be paid at a rate of one and one-half times the applicable rate (day-shift + 15%)
- 3) Hours worked on Saturday shall be paid at time and one-half the applicable rate.
- 4) Hours worked on 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.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

| | |
|------------|-------------------------|
| Per hour: | \$ 30.17 plus |
| Journeyman | 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 10 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.

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

HOLIDAY

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

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

REGISTERED APPRENTICES

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

| | |
|------------------------------|----------|
| 1st period 40% (0-1000 hrs.) | \$ 17.60 |
| 2nd period 45% (1001-2000) | 19.80 |
| 3rd period 50% (2001-3500) | 22.00 |
| 4th period 60% (3501-5000) | 26.40 |
| 5th period 70% (5001-6500) | 30.80 |
| 6th Period 80% (6501-8000) | 35.20 |

SUPPLEMENTAL BENEFITS per hour:

| | |
|------------|-----------|
| 1st period | \$ 13.59* |
| 2nd period | \$ 13.59* |
| 3rd period | \$ 27.42* |
| 4th period | \$ 27.97* |
| 5th period | \$ 28.52* |
| 6th period | \$ 29.07* |

* PLUS 3% OF HOURLY WAGE PAID, STRAIGHT TIME RATE OR PREMIUM RATE.

6-43

Elevator Constructor **05/01/2024**

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: | 07/01/2023 | 01/01/2024 | 01/01/2025 | 01/01/2026 |
|----------------------|------------|------------|------------|------------|
| Elevator Constructor | \$ 53.69 | \$ 56.02 | \$ 58.455 | \$ 61.003 |
| Helper | 37.58 | 39.21 | 40.92 | 42.70 |

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour:

| | | | | |
|------------|------------|------------|------------|------------|
| Journeyman | \$ 37.335* | \$ 37.885* | \$ 38.435* | \$ 38.985* |
|------------|------------|------------|------------|------------|

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

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

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

REGISTERED APPRENTICES

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

| | | | | |
|------------|-------------|----------|----------|----------|
| 0-6 months | 6-12 months | 2nd year | 3rd year | 4th 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 Journeyman.

6-62.1

Glazier

05/01/2024

JOB DESCRIPTION Glazier

DISTRICT 5

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2023

Glazier \$ 26.80

** NOTE-The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to JUNE 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four(4),Ten(10)hour days may be worked at straight time during a week Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 25.39

OVERTIME PAY

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

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

HOLIDAY

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

REGISTERED APPRENTICES

1000 hour terms:

| | |
|----------------|---------|
| Appr. 1st term | \$17.50 |
| Appr. 2nd term | 18.50 |
| Appr. 3rd term | 19.50 |
| Appr. 4th term | 20.50 |
| Appr. 5th term | 21.50 |
| Appr. 6th term | 22.50 |
| Appr. 7th term | 23.50 |
| Appr. 8th term | 24.50 |

Supplemental Benefits per hour:

| | |
|----------------|----------|
| Appr. 1st term | \$ 12.58 |
| Appr. 2nd term | 12.58 |
| Appr. 3rd term | 18.58 |
| Appr. 4th term | 18.58 |
| Appr. 5th term | 19.58 |
| Appr. 6th term | 19.58 |
| Appr. 7th term | 20.58 |
| Appr. 8th term | 20.58 |

5-677.Z-2

Insulator - Heat & Frost

05/01/2024

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2023

Asbestos Installer \$ 38.50
 Insulation Installer 38.50
 (On mechanical systems only)

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

1ST SHIFT \$ 38.50
 2ND SHIFT 44.27
 3RD SHIFT 46.20

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 25.09

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 year terms at the following percentage of Journeyman's wage.

| | | | |
|----------|----------|----------|----------|
| 1st | 2nd | 3rd | 4th |
| 60% | 70% | 80% | 90% |
| \$ 23.10 | \$ 26.95 | \$ 30.80 | \$ 34.65 |

SUPPLEMENTAL BENEFITS per hour:

| | | | |
|----------|----------|----------|----------|
| \$ 22.59 | \$ 22.59 | \$ 25.09 | \$ 25.09 |
|----------|----------|----------|----------|

6-30-Syracuse

Ironworker

05/01/2024

JOB DESCRIPTION Ironworker

DISTRICT 6

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Chenango: Only the Townships of Lincklaen, Otselic, Pitcher, Pharsalia, German, McDonough, Preston, Norwich, Smithville, Oxford, Guilford, Greene, Coventry, Bainbridge and Afton.

Jefferson: Only the Townships of Alexandria, Theresa, Clayton, Orleans, Cape Vincent, Lyme, Brownville, Pamela, LeRay, Hounsfield, Watertown, Rutland, Adams, Henderson, Rodman, Ellisburg, Lorraine and Worth.

Madison: Only the Townships of Sullivan, Lenox, Lincoln, Fenner, Smithfield, Cazenovia, Nelson, DeRuyter and Georgetown.

Schuyler: Only the Townships of Cayuta, Catharine, Hector and Montour.

Wayne: Only the Townships of Galen, Savannah, Rose, Butler, Huron and Wolcott

WAGES

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

Per hour: 07/01/2023

Ironworker \$ 33.00

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

1st Shift \$ 33.00
 2nd Shift 36.30
 3rd Shift 37.95

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 30.83

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

| | |
|----------|----------|
| 1st year | \$ 12.03 |
| 2nd year | 20.26 |
| 3rd year | 21.43 |
| 4th year | 22.61 |

6-60

Laborer - Building

05/01/2024

JOB DESCRIPTION Laborer - Building

DISTRICT 7

ENTIRE COUNTIES

Onondaga

WAGES

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

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

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

| | | | |
|---|------------|------------|--------------------------------------|
| Per hour: | 07/01/2023 | 06/01/2024 | 06/01/2025 Additional \$ 1.90* |
| Building Laborer | \$ 29.60 | \$ 31.35 | |
| Asbestos, Toxic & Hazardous Waste Work | 32.10 | 33.85 | 1.90* |

*To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour:

| | | |
|------------|----------|----------|
| Journeyman | \$ 23.12 | \$ 23.28 |
|------------|----------|----------|

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyman.

7-633 bON

Laborer - Heavy&Highway

05/01/2024

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 7

ENTIRE COUNTIES

Onondaga

WAGES

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

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

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

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

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

| | | |
|-----------|------------|------------|
| Per hour: | 07/01/2023 | 07/01/2024 |
| GROUP A | \$ 34.46 | \$ 36.31 |
| GROUP B | 34.66 | 36.51 |
| GROUP C | 34.86 | 36.71 |
| GROUP D | 35.06 | 36.91 |
| GROUP E | 37.66 | 39.51 |

NOTE: A single irregular work shift starting any time between 5:00 PM and 1:00 AM on governmental mandated night work shall be paid an additional \$3.00 per hour. Night work, when mandated by DOT shall be paid an additional \$3.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

| | | |
|------------|----------|----------|
| Journeyman | \$ 25.05 | \$ 25.70 |
|------------|----------|----------|

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

NOTE: If a holiday falls on Saturday, it will be celebrated on Saturday. Employees who work a Saturday holiday shall be paid double time plus the holiday pay. If a holiday falls on Sunday, it will be celebrated on Monday. Employees who work a Sunday holiday shall be paid double time. Employees who work on Monday shall be paid double time plus the holiday pay. Accordingly, the Monday following the Sunday is treated as the holiday.

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyman.

7-633 hON

Laborer - Tunnel **05/01/2024**

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 7

ENTIRE COUNTIES

Onondaga

WAGES

GROUP A: Changehouse Men.

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

GROUP C: Blaster.

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

| | | |
|-----------|------------|------------|
| Per hour: | 07/01/2023 | 07/01/2024 |
| GROUP A | \$ 36.39 | \$ 37.99 |
| GROUP B | 36.59 | 38.19 |
| GROUP C | 37.59 | 39.19 |
| GROUP D | 40.59 | 42.19 |

NOTE: A single irregular work shift starting any time between 5:00 PM and 1:00 AM on governmental mandated night work shall be paid an additional \$3.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

| | | |
|------------|----------|----------|
| Journeyman | \$ 26.30 | \$ 27.20 |
|------------|----------|----------|

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyman.

7-633T (ON)

Lineman Electrician **05/01/2024**

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.

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. (Ref #14.01.01)

| Per hour: | 07/01/2023 | 05/06/2024 |
|-------------------------|------------|------------|
| Group A: | | |
| Lineman, Technician | \$ 57.40 | \$ 58.90 |
| Crane, Crawler Backhoe | 57.40 | 58.90 |
| Welder, Cable Splicer | 57.40 | 58.90 |
| Group B: | | |
| Digging Mach. Operator | 51.66 | 53.01 |
| Tractor Trailer Driver | 48.79 | 50.07 |
| Groundman, Truck Driver | 45.92 | 47.12 |
| Equipment Mechanic | 45.92 | 47.12 |
| Flagman | 34.44 | 35.34 |

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

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

| | | |
|--------------------------------------|----------|----------|
| Group A: | | |
| Lineman, Technician | \$ 57.40 | \$ 58.90 |
| Crane, Crawler Backhoe | 57.40 | 58.90 |
| Cable Splicer | 63.14 | 64.79 |
| Certified Welder, Pipe Type Cable | 60.27 | 61.85 |
| Group B: | | |
| Digging Mach. Operator | 51.66 | 53.01 |
| Tractor Trailer Driver | 48.79 | 50.07 |
| Groundman, Truck Driver | 45.92 | 47.12 |
| Equipment Mechanic | 45.92 | 47.12 |
| Flagman | 34.44 | 35.34 |

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

Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (Ref #14.02.01-B)

| | | |
|--------------------------------------|----------|----------|
| Group A: | | |
| Lineman, Tech, Welder | \$ 58.72 | \$ 60.22 |
| Crane, Crawler Backhoe | 58.72 | 60.22 |
| Cable Splicer | 64.59 | 66.24 |
| Certified Welder, Pipe Type Cable | 61.66 | 63.23 |
| Group B: | | |
| Digging Mach. Operator | 52.85 | 54.20 |
| Tractor Trailer Driver | 49.91 | 51.19 |
| Groundman, Truck Driver | 46.98 | 48.18 |
| Equipment Mechanic | 46.98 | 48.18 |
| Flagman | 35.23 | 36.13 |

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

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

| | | |
|-------------------------|----------|----------|
| Group A: | | |
| Lineman, Tech, Welder | \$ 59.91 | \$ 61.41 |
| Crane, Crawler Backhoe | 59.91 | 61.41 |
| Cable Splicer | 59.91 | 61.41 |
| Group B: | | |
| Digging Mach. Operator | 53.92 | 55.27 |
| Tractor Trailer Driver | 50.92 | 52.20 |
| Groundman, Truck Driver | 47.93 | 49.13 |
| Equipment Mechanic | 47.93 | 49.13 |
| Flagman | 35.95 | 36.85 |

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

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

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

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour:

| | 07/01/2023 | 05/06/2024 |
|---------|--|--|
| Group A | \$ 29.40 *plus 7% of the hourly wage paid | \$ 30.90 *plus 7% of the hourly wage paid |
| Group B | \$ 26.40 *plus 7% of the hourly wage paid | \$ 26.90 *plus 7% of the hourly wage paid |

*The 7% is based on the hourly wage paid, 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.

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

HOLIDAY

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

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

| | |
|------------|------------|
| 07/01/2023 | 05/06/2024 |
|------------|------------|

| | |
|--|--|
| \$ 26.40 *plus 7% of the hourly wage paid | \$ 26.90 *plus 7% of the hourly wage paid |
|--|--|

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

6-1249a

Lineman Electrician - Teledata **05/01/2024**

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

ENTIRE COUNTIES

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

WAGES

Per hour:

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

| | 07/01/2023 | 01/01/2024 | 01/01/2025 |
|------------------------|------------|------------|------------|
| Cable Splicer | \$ 37.73 | \$ 39.24 | \$ 40.81 |
| Installer, Repairman | \$ 35.81 | \$ 37.24 | \$ 38.73 |
| Teledata Lineman | \$ 35.81 | \$ 37.24 | \$ 38.73 |
| Tech., Equip. Operator | \$ 35.81 | \$ 37.24 | \$ 38.73 |
| Groundman | \$ 18.98 | \$ 19.74 | \$ 20.53 |

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

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED:

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

SUPPLEMENTAL BENEFITS

| Per hour: | 07/01/2023 | 01/01/2024 | 01/01/2025 |
|------------|--|--|--|
| Journeyman | \$ 5.70 | \$ 5.70 | \$ 5.70 |
| | *plus 3% of the hourly wage paid | *plus 3% of the hourly wage paid | *plus 3% of the hourly wage paid |

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting **05/01/2024**

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

ENTIRE COUNTIES

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

WAGES

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

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

A flagger's duties shall consist of traffic control only.
 (Ref #14.01.01)

| Per hour: | 07/01/2023 | 05/06/2024 |
|-------------------------|------------|------------|
| Group A: | | |
| Lineman, Technician | \$ 49.32 | \$ 50.54 |
| Crane, Crawler Backhoe | 49.32 | 50.54 |
| Certified Welder | 51.79 | 53.07 |
| Group B: | | |
| Digging Machine | 44.39 | 45.49 |
| Tractor Trailer Driver | 41.92 | 42.96 |
| Groundman, Truck Driver | 39.46 | 40.43 |
| Equipment Mechanic | 39.46 | 40.43 |
| Flagman | 29.59 | 30.32 |

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

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

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

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

| | 07/01/2023 | 05/06/2024 |
|---------|--|--|
| Group A | \$ 29.40 *plus 7% of the hourly wage paid | \$ 30.90 *plus 7% of the hourly wage paid |
| Group B | \$ 26.40 *plus 7% of the hourly wage paid | \$ 26.90 *plus 7% of the hourly wage paid |

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.

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

HOLIDAY

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

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

| | |
|--|--|
| 07/01/2023 | 05/06/2024 |
| \$ 26.40 | \$ 26.90 |
| *plus 7% of the hourly wage paid | *plus 7% of the hourly wage paid |

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

6-1249a-LT

Lineman Electrician - Tree Trimmer

05/01/2024

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

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

| | | |
|--------------------|------------|------------|
| Per hour: | 07/01/2023 | 12/31/2023 |
| Tree Trimmer | \$ 29.80 | \$ 31.44 |
| Equipment Operator | 26.35 | 27.80 |
| Equipment Mechanic | 26.35 | 27.80 |
| Truck Driver | 21.95 | 23.15 |
| Groundman | 18.07 | 19.07 |
| Flag person | 14.20 | 14.20* |

*NOTE- Rate effective on 01/01/2024 - \$15.00 due to minimum wage increase

SUPPLEMENTAL BENEFITS

Per hour:

| | | |
|------------|--|--|
| | 07/01/2023 | 12/31/2023 |
| Journeyman | \$ 10.48 | \$ 10.48 |
| | *plus 4.5% of the hourly wage paid | *plus 4.5% of the hourly wage paid |

* The 4.5% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

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

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

HOLIDAY

Paid: See (5, 6, 8, 15) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday. All paid holidays falling on a Sunday shall be observed on the following Monday.

Mason - Building

05/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 12

ENTIRE COUNTIES

Cayuga, Onondaga, Oswego

PARTIAL COUNTIES

Madison: The townships of Sullivan and Cazenovia ONLY

WAGES

Per hour

07/01/2023

Tile/Terrazzo/Marble

Setter \$ 33.62

Finisher 26.99

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman Setter \$ 20.64

Journeyman Finisher 19.54

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

Hour terms at the following percentage of journeyman's wage

Setter:

1st term 500 hours 60%

2nd term 1000 hours 70%

3rd term 1000 hours 80%

4th term 1000 hours 85%

5th term 1000 hours 90%

6th term 1500 hours 95%

Finisher:

1st term 500 hours 70%

2nd term 1000 hours 80%

3rd term 1000 hours 90%

4th term 1200 hours 95%

Supplemental Benefits per hour worked

Setter:

1st & 2nd Term \$ 14.26

3rd & 4th Term 17.45

5th Term 19.06

6th Term 20.64

Finisher:

1st & 2nd Term \$ 13.31

All others 16.43

12-2TS.3

Mason - Building

05/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 12

ENTIRE COUNTIES

Onondaga

WAGES

Per hour

07/01/2023

| | |
|---|----------|
| Cement Mason | \$ 35.08 |
| Plasterer | 35.08 |
| Ext insulation finish systems-plasterer(EIFF) | 35.08 |

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

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour worked

| | |
|------------|----------|
| Journeyman | \$ 23.07 |
|------------|----------|

OVERTIME PAY

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

*Only on EIFF work can Saturday be used as a makeup day.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

| | |
|-----------|----------|
| All Terms | \$ 23.07 |
|-----------|----------|

12-2b-on

Mason - Building

05/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 12

ENTIRE COUNTIES

Cayuga, Onondaga

PARTIAL COUNTIES

Madison: The townships of Sullivan and Cazenovia ONLY

WAGES

Per hour

07/01/2023

| | |
|-------------------------|----------|
| Bricklayer/Blocker | \$ 37.50 |
| Fireproofing* | 37.50 |
| Stone Mason | 37.50 |
| Pointer/Caulker/Cleaner | 37.50 |
| Cement Mason/Plaster** | 37.50 |

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

(*)Fireproofing on Structural only.

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

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 22.88

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked:

All Terms \$ 22.88

12-2b.3

Mason - Heavy&Highway

05/01/2024

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 12

ENTIRE COUNTIES

PARTIAL COUNTIES

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

WAGES

Per hour 07/01/2023

Cement Mason \$ 38.26

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

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 23.12

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

If the holiday falls on Sunday, holiday pay for next day Monday.

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

0 to 500 Hours \$ 15.97
 All Others 23.12

12-2h/h on

Mason - Heavy&Highway **05/01/2024**

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 12

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

Per hour

07/01/2023

Mason &
Bricklayer

\$ 41.46

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

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman

\$ 21.98

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If a holiday falls on Sunday, the Monday following shall constitute the day of the legal holiday.

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

| | |
|----------------|----------|
| 0 to 500 Hours | \$ 13.38 |
| All Other | 21.98 |

12-2hh.1

Millwright **05/01/2024**

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: | 07/01/2023 | 07/01/2024 | 07/01/2025 |
|-------------------------------|------------|--------------------|--------------------|
| Millwright - Power Generation | \$ 43.05 | Additional \$ 2.50 | Additional \$ 2.50 |

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 he/she is directed to perform certified welding.
- If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive 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:

Journeyman \$ 27.40*

*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 Journeyman'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 | 1.00 |
| (500' and below) | |

SUPPLEMENTAL BENEFITS per hour:

| | |
|----------------|----------|
| Appr. 1st year | \$ 11.89 |
| Appr. 2nd year | 22.75 |
| Appr. 3rd year | 24.30 |
| Appr. 4th year | 25.85 |

6-1163Power

Millwright

05/01/2024

JOB DESCRIPTION Millwright

DISTRICT 2

ENTIRE COUNTIES

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

WAGES

| Per hour: | 07/01/2023 | 07/01/2024 | 07/01/2025 |
|-----------------|------------|------------|------------|
| | | Additional | Additional |
| Building | \$ 34.32 | \$ 3.00* | \$ 3.00* |
| Heavy & Highway | 37.32 | 3.50* | 3.00 |

*To be allocated at a later date

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 25.59

OVERTIME PAY

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

HOLIDAY

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

Note: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour:

Apprentices:

| | |
|----------|----------|
| 1st term | \$ 11.74 |
| 2nd term | 21.44 |
| 3rd term | 22.82 |
| 4th term | 24.21 |

2-1163.2

Operating Engineer - Building

05/01/2024

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*: Cranes, All types (A1 Includes Boom Truck, 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), 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, Dual Drum Paver, Elevating Grader (self-propelled or towed), Elevator Hoist - Two Cage, Excavator - all purpose hydraulically operated, Fork Lift (Loed/Lull and other rough terrain type), Front End Loader (4 c.y. and over), Gradall, Grader (Power), Head Tower (Saurman or equal), Hoist (2 or 3 Drum), Hydroblaster (Laser Pump), Light Plants - Compressors and Generators, Locomotive, Maintenance Engineer, Maintenance Welder, Mine Hoist, Mucking Machine or Mole, Quarry Master or Equivalent, Refrigeration Equipment (for soil stabilization), Scraper, Sea Mule, Shovel, Side Boom, Slip Form Paver, Straddle Buggy (Ross Carrier, Lumber Carrier), Tractor Drawn Belt Type Loader (Euclid Loader), Trenching Machine (digging capacity of over 4ft. depth), Truck or Trailer Mounted Log Chipper (self-feeder), Tug Operator (Manned, rented equipment excluded), Tunnel Shovel, Vibro or Sonic Hammer Controls (when not mounted in proximity to Rig Operator), Work Boat Operator including LCM's.

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), Fork Lift (over 10 ton with or without attachments), Front End Loader (under 4 c.y.), Grout Pump, Gunitite 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, Fork Lift ("with or without" attachments, 10 ton and under), Form Tamper, Generator (2,500 watts and over), Hydraulic Pump, Mechanical Heaters (More than two (2) Mechanical Heaters or any Mechanical Heater or Heaters whose combined output exceeds 640,000 BTU per hour (manufacturer's rating) plus one self-contained heating unit - i.e. Sundog or Air Heat type - New Holland Hay Dryer type excluded), Mulching Machine, Oiler, Power Driven Welding Machine (300 amp and over, other than all electric. One Welding Machine under 300 amp will not require an engineer unless in a battery), Power Heaterman (hay dryer), Pumps (water and trash), Revinus Widener (road widener), Single Light Plant, Steam Cleaner or Jenny.

| Per hour: Building | 07/01/2023 | 07/01/2024 | 07/01/2025 |
|--------------------|------------|------------|------------|
| Class A1* | \$ 45.75 | \$ 47.62 | \$ 49.61 |
| Class A | 44.25 | 46.12 | 48.11 |
| Class B | 42.13 | 44.00 | 45.99 |
| Class C | 37.91 | 39.78 | 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 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

SUPPLEMENTAL BENEFITS

Per hour:

| | | | |
|------------|----------|----------|----------|
| Journeyman | \$ 29.91 | \$ 31.02 | \$ 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 Journeyman's CLASS A wage:

| | |
|----------|-----|
| 1st year | 60% |
| 2nd year | 65% |
| 3rd year | 70% |
| 4th year | 80% |

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

SUPPLEMENTAL BENEFITS per hour:

| | 07/01/2023 | 07/01/2024 | 07/01/2025 |
|------------|------------|------------|------------|
| All Terms: | \$ 29.85 | \$ 30.95 | \$ 32.05 |

6-158-545b.s

Operating Engineer - Heavy&Highway

05/01/2024

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*: Cranes, All types (Boom Truck, Cherry Picker, Derrick, Dragline, Overhead Crane (Gantry or Straddle Type), Pile Driver, Tower Crane (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; Cableway; Bull Dozer being operated with active GPS; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled, slipform); Concrete Pump; 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 (over 105 h.p.); Power Grader; Quad 9; Quarry Master (or equivalent); Rotating Telehandler; Scraper (including challenger type); Shovel; 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 (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; Fork Lift; Form Tamper; Generators**; Grout Pump; Gunite Machine; Hammers (hydraulic self-propelled); Heaters**; Hydra-Spiker (ride-on); Hydraulic Pump (jacking system); Hydro-Blaster (water); Light Plants**; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Post Hole Digger (excluding hand-held); Post Driver; Power Broom (towed); Power Heaterman; Power Sweeper; Pumps**; 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: H/H | 07/01/2023 | 07/01/2024 | 07/01/2025 |
|---------------|------------|------------|------------|
| CLASS A1* | \$ 54.30 | \$ 56.51 | \$ 58.85 |
| CLASS A | 51.30 | 53.51 | 55.85 |
| CLASS B | 50.42 | 52.63 | 54.97 |
| CLASS C | 47.14 | 49.35 | 51.69 |

(*) TONNAGE PREMIUMS:

- 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

- 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.

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.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

| Per hour: | 07/01/2023 | 07/01/2024 | 07/01/2025 |
|------------|------------|------------|------------|
| Journeyman | \$ 31.35 | \$ 32.45 | \$ 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 Journeyman's CLASS B wage.

| | |
|----------|-----|
| 1st term | 60% |
| 2nd term | 70% |
| 3rd term | 80% |
| 4th Term | 90% |

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

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

6-158-545h

Operating Engineer - Survey Crew

05/01/2024

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, Schoenectady, 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.

07/01/2023

| | |
|-------------------|----------|
| Party Chief | \$ 48.97 |
| Instrument Person | 44.99 |
| Rod Person | 33.37 |

Additional \$3.00/hr. for Tunnel Work

Additional \$2.50/hr. for Hazardous Work Site

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 28.90

OVERTIME PAY

See (B, E, P, *X) on OVERTIME PAGE

*Note: \$24.60/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

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

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2023

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

SUPPLEMENTAL BENEFIT per hour worked:

| | |
|-----------|------------------------|
| 0-1000 | \$ 20.68 / PHP \$17.53 |
| 1001-2000 | 23.70 / " 19.95 |
| 2001-3000 | 26.73 / " 22.43 |

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

05/01/2024

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, Schuylar, 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.

07/01/2023

| | |
|-------------------|----------|
| Party Chief | \$ 48.97 |
| Instrument Person | 44.99 |
| Rod Person | 33.37 |

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 | \$ 28.90 |
|------------|----------|

OVERTIME PAY

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

*Note: \$24.10/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 percentage of Rod Persons Wage:

07/01/2023

| | |
|--------|-----|
| 0-1000 | 60% |
|--------|-----|

| | |
|-----------|-----|
| 1001-2000 | 70% |
| 2001-3000 | 80% |

SUPPLEMENTAL BENEFIT per hour worked:

| | |
|-----------|------------------------|
| 0-1000 | \$ 20.68 / PHP \$17.53 |
| 1001-2000 | \$ 23.70 / " 19.95 |
| 2001-3000 | \$ 26.73 / " 22.43 |

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

Operating Engineer - Tunnel

05/01/2024

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, Schoenectady, 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 Inserter (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point.

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

| Per hour: | 07/01/2023 | 07/01/2024 | 07/01/2025 |
|-----------|------------|------------|------------|
| CLASS A | \$ 53.52 | \$ 55.91 | \$ 58.44 |
| CLASS B | 52.30 | 54.69 | 57.22 |
| CLASS C | 49.51 | 51.90 | 54.43 |
| CLASS D | 46.50 | 48.89 | 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. Fringe benefits will be paid at the hourly wage premium.

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 | \$ 57.52 | \$ 59.91 | \$ 62.44 |
| Crane 2 | 56.52 | 58.91 | 61.44 |
| Crane 3 | 55.52 | 57.91 | 60.44 |

SUPPLEMENTAL BENEFITS

| | | | |
|-----------|----------|----------|----------|
| Per hour: | \$ 24.20 | \$ 25.05 | \$ 25.90 |
| | + 9.60* | + 9.85* | + 10.10* |

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

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

If a holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

WAGES:(1000) hours terms at the following percentage of Journeyman's Class B wage.

| | |
|----------|-----|
| 1st term | 60% |
| 2nd term | 65% |
| 3rd term | 70% |
| 4th term | 75% |

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman.

7-158-832TL.

Painter

05/01/2024

JOB DESCRIPTION Painter

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Herkimer, Madison, Oneida, Onondaga, Seneca

PARTIAL COUNTIES

Lewis: Only the Townships of High Market, Lewis, Leyden, Lyonsdale, Osceola, Turin and West Turin.

Ontario: The City and Township of Geneva.

Oswego: Only the Townships of Amboy, Constantia, Williamstown and Oneida Lake.

WAGES

| Per hour: | 07/01/2023 | 05/01/2024 |
|-------------------------------|------------|------------|
| Basic Rate (Brush & Roll) | \$ 26.27 | \$ 27.27 |
| Sign Painting | 26.27 | 27.27 |
| Lead Based Paint Abatement | 26.27 | 27.27 |
| Drywall Taper/ Finisher | 26.77 | 28.02 |
| Wallcovering | 26.77 | 28.02 |
| Drywall Machine Operator | 27.27 | 28.52 |
| Spray | 26.77 | 27.77 |
| Parking Lot, Hwy Striping | 26.77 | 27.77 |
| Epoxy (Brush-Roller) | 26.77 | 27.77 |
| Epoxy (Spray) | 26.77 | 27.77 |
| Sandblasting (Operator) | 26.77 | 27.77 |
| Boatswain Chair | 26.77 | 27.77 |
| Swing Scaffold | 26.77 | 27.77 |
| Structural Steel | 26.77 | 27.77 |
| (except bridges,tanks,tunnel) | | |
| Coal Tar epoxy | 27.77 | 28.77 |
| Asbestos Encapsulation | 28.47 | 29.47 |

NOTE - SEE BRIDGE PAINTER RATES FOR BRIDGES, TANKS, OR TUNNELS.

NOTE: FOR ANY SHIFT WHICH STARTS PRIOR TO 6:00 AM OR AFTER 12:00 NOON, ALL EMPLOYEES WHO WORK A SINGLE IRREGULAR WORK SHIFT ON GOVERNMENTAL MANDATED WORK SHALL BE PAID AN ADDITIONAL \$2.00 PER HOUR ABOVE THE APPLICABLE WAGE SCALE.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 25.82 \$ 26.53

OVERTIME PAY

See (B, *F, R) on OVERTIME PAGE

* NOTE - On exterior work only, if work was missed during the week due to inclement weather, Saturday may be worked at straight time.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: A holiday that falls on a Sunday will be celebrated on Monday. A holiday that falls on a Saturday will be celebrated on Friday.

REGISTERED APPRENTICES

WAGES per hour:

Painter/Decorator: 750 hour terms at the following wage rate:

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

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

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

SUPPLEMENTAL BENEFITS per hour:

Painter/Decorator:

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

Drywall Taper/ Finisher:

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

6-31

Painter

05/01/2024

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: 07/01/2023

| | |
|--------|----------|
| Bridge | \$ 42.06 |
| Tunnel | 42.06 |
| Tank* | 40.06 |

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

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

Note an additional \$1.50 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:

\$ 30.89

OVERTIME PAY

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

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage rate:

| | | | | | |
|----------|----------|----------|----------|----------|----------|
| 1st | 2nd | 3rd | 4th | 5th | 6th |
| \$ 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

05/01/2024

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

| | |
|------------------|------------|
| | 07/01/2023 |
| Metal Polisher | \$ 38.18 |
| Metal Polisher* | 39.28 |
| Metal Polisher** | 42.18 |

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2023

Journeyworker:
 All classification \$ 12.34

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:

07/01/2023

| | |
|------------|----------|
| 1st year | \$ 16.00 |
| 2nd year | 17.00 |
| 3rd year | 18.00 |
| 1st year* | \$ 16.39 |
| 2nd year* | 17.44 |
| 3rd year* | 18.54 |
| 1st year** | \$ 18.50 |
| 2nd year** | 19.50 |
| 3rd year** | 20.50 |

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

Supplemental benefits:
 Per hour:

| | |
|----------|---------|
| 1st year | \$ 8.69 |
| 2nd year | 8.69 |
| 3rd year | 8.69 |

8-8A/28A-MP

Plumber **05/01/2024**

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: 07/01/2023

| | |
|------------------------|----------|
| Plumber/Steamfitter | \$ 42.01 |
| Pipefitter/Welder/HVAC | 42.01 |
| Refrigeration | 42.01 |

SINGLE IRREGULAR WORK SHIFT: Additional 15% premium added to the wages above for a single irregular work shift outside of normal working hours.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
 Per hour:

| | |
|------------|-----------|
| Journeyman | \$ 26.90* |
|------------|-----------|

*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 prior 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 Journeyman's wage:

| | | | | |
|-----|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th | 5th |
| 50% | 55% | 60% | 70% | 85% |

SUPPLEMENTAL BENEFITS per hour*:

| | |
|-----|----------|
| 1st | \$ 13.00 |
| 2nd | 23.56 |
| 3rd | 23.93 |
| 4th | 24.66 |
| 5th | 25.77 |

*NOTE: Below is the portion of supplemental benefits paid at overtime premiums for work performed at semi-conductor manufacturer and/or fabrication plants:

| | |
|-----|---------|
| 1st | n/a |
| 2nd | \$ 8.58 |
| 3rd | \$ 8.77 |
| 4th | \$ 9.14 |
| 5th | \$ 9.71 |

6-81-SF

Roofer **05/01/2024**

JOB DESCRIPTION Roofer

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

| | | |
|----------------------|------------|------------------------|
| Per hour: | 07/01/2023 | 06/01/2024 |
| Roofer, Waterproofer | \$ 32.25 | Additional \$ 2.00* |

Additional per hour:

| | |
|-----------------------|---------|
| Green Roofing** | \$ 0.25 |
| Pitch Removal & Appl. | 1.50 |
| Asbestos Abatement | 1.50 |
| Irregular Shift(s)*** | 4.00 |

*To be allocated at a later date.

Does not include metal roof flashings, gravel stop, or metal roofing; See Sheetmetal Worker wage schedule.

NOTES:

** Green Roofing is any component of green technology or living roof above the roof membrane including, but not limited to, the fabric, dirt and plantings.

***WHEN MANDATED BY THE OWNER OR CONTRACTING AGENCY, THERE IS AN ADDITIONAL PREMIUM FOR HOURS WORKED BEFORE 5:30AM AND AFTER 5:30PM.

SUPPLEMENTAL BENEFITS

| | |
|--|----------|
| Per hour: | |
| Journeyman | \$ 25.85 |
| Additional contribution on any Asbestos Abatement work | 0.75 |

OVERTIME PAY

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

*NOTE - If a holiday falls in that week and 32 hours were worked, Saturday will be paid at 1 1/2 times the rate.

HOLIDAY

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

NOTE: When any of these holidays falls on Sunday, the following day shall be observed as a holiday.

REGISTERED APPRENTICES

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

| | |
|-------------------------|-----|
| 1st term (0 to 999) | 65% |
| 2nd term (1000 to 1999) | 70% |
| 3rd term (2000 to 2999) | 75% |
| 4th term (3000 to 3999) | 85% |

Additional per hour:

| | |
|-----------------------|---------|
| Green Roofing** | \$ 0.25 |
| Pitch Removal & Appl. | 1.50 |
| Asbestos Abatement | 1.50 |

SUPPLEMENTAL BENEFITS per hour:

| | |
|----------|----------|
| 1st term | \$ 19.48 |
| 2nd term | 21.40 |

| | |
|---|---------|
| 3rd term | 24.85 |
| 4th term | 25.85 |
| Additional contribution on any Asbestos Abatement work | \$ 0.75 |

6-195

Sheetmetal Worker **05/01/2024**

JOB DESCRIPTION Sheetmetal Worker **DISTRICT 6**

ENTIRE COUNTIES

Cayuga, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence

WAGES

| | | |
|-------------------------|------------|------------|
| Per hour: | 07/01/2023 | 05/01/2024 |
| Sheetmetal Worker: | | |
| ** (under \$10 million) | \$ 34.25 | \$ 35.25 |
| ** (over \$10 million) | \$ 35.25 | \$ 36.25 |

**For total cost of Sheetmetal contract only.

TO INCLUDE METAL ROOF FLASHINGS, GRAVEL STOP, AND METAL STANDING SEAM ROOFING.

SUPPLEMENTAL BENEFITS

Per hour:

| | | |
|------------|----------|-------|
| Journeyman | \$ 22.60 | 22.85 |
|------------|----------|-------|

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

When any holiday falls on a Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

REGISTERED APPRENTICES

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

| | 1st 45% | 2nd 55% | 3rd 65% | 4th 75% | 5th 85% |
|--------|------------|------------|------------|------------|------------|
| 7/1/23 | \$15.41 | \$18.84 | \$22.26 | \$25.69 | \$29.11 |
| 5/1/24 | \$15.86 | \$19.39 | \$22.91 | \$26.44 | \$29.96 |

SUPPLEMENTAL BENEFITS per hour:

| | | | | | |
|--------|---------|---------|---------|---------|---------|
| 7/1/23 | \$13.36 | \$14.43 | \$15.49 | \$17.59 | \$18.66 |
| 5/1/24 | \$13.53 | \$14.60 | \$15.66 | \$17.77 | \$18.84 |

6-58

Sprinkler Fitter **05/01/2024**

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 | 07/01/2023 |
| Sprinkler Fitter | \$ 40.04 |

SUPPLEMENTAL BENEFITS

Per hour

| | |
|---------------|----------|
| Journeyperson | \$ 28.24 |
|---------------|----------|

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 |
| \$ 19.15 | \$ 21.28 | \$ 23.16 | \$ 25.29 | \$ 27.41 | \$ 29.54 | \$ 31.67 | \$ 33.80 | \$ 35.93 | \$ 38.05 |

Supplemental Benefits per hour

| | | | | | | | | | |
|---------|---------|----------|----------|----------|----------|----------|----------|----------|-------------------|
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
| \$ 8.74 | \$ 8.74 | \$ 20.32 | \$ 20.32 | \$ 20.57 | \$ 20.57 | \$ 20.57 | \$ 20.57 | \$ 20.57 | \$ 20.57 1-669 |

Teamster - Building **05/01/2024**

JOB DESCRIPTION Teamster - Building

DISTRICT 6

ENTIRE COUNTIES

Broome, Cayuga, Cortland, Delaware, Onondaga, Seneca, Tompkins, Yates

PARTIAL COUNTIES

Allegany: Only the Townships of Almond, Burns, and Alfred.
 Chenango: Only the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.
 Madison: Only the Townships of Cazenovia, DeRuyter, Fenner, Georgetown, Lenox, Nelson and Sullivan.
 Oswego: All Townships except Redfield, Boylston and Sandy Creek.
 Otsego: Only the Townships of Butternuts, Laurens, Maryland, Millford, Morris, Oneonta, Otego, Unadilla, and Worchester.
 Steuben: Only the Townships of Prattsburg, Canisteo, Fremont, Cohoctan, Dansville, Hornell, Hartsville, Greenwood, West Union, Troupsburg, and Jasper.
 Tioga: Only the Townships of Berkshire, Candor, Newark Valley, Nichols, Owego, Richford, and Tioga. All territory east of Nichols/Smithboro to Broome County, within State of New York.

WAGES

GROUP A: Straight Trucks
 GROUP B: Tractor Trailer, Farm Tractor, Fuel Truck.
 GROUP C: Euclid.
 GROUP D: On site Mechanic.

| | | | |
|---------------------------------|------------|------------|------------|
| Per hour: | 07/01/2023 | 06/01/2024 | 06/01/2025 |
| Building: (under \$ 5 million*) | | | |
| GROUP A,B,C,D | \$ 28.43 | \$ 31.43 | \$ 34.43 |
| Building: (over \$ 5 million*) | | | |
| GROUP A,B | \$ 29.48 | \$ 32.48 | \$ 35.48 |
| GROUP C | 29.83 | 32.83 | 35.83 |
| GROUP D | 29.63 | 32.63 | 35.63 |

* Total project cost including General Construction, Plumbing, HVAC and Electrical

SUPPLEMENTAL BENEFITS

| | | | |
|----------------------|----------|----------|----------|
| Per hour: | | | |
| (under \$5 million*) | \$ 29.37 | \$ 30.02 | \$ 30.87 |
| (over \$5 million*) | 30.14 | 30.80 | 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

Teamster - Heavy&Highway **05/01/2024**

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 6

ENTIRE COUNTIES

Onondaga

PARTIAL COUNTIES

Madison: Only the Townships of Cazenovia, DeRuyter, Fenner, Georgetown, Lenox, Nelson and Sullivan.
 Oswego: All Townships except Redfield, Sandy Creek and Boylston

WAGES

GROUP 1: Warehousemen*, Yardmen*, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers & Receivers*, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers. Tandems and Batch Trucks, Mechanics, Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks and Agitator, Mixer Trucks and Dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

*NOTE: Applies when a temporary warehouse structure is built/utlized specifically for a public work project.

GROUP 2:

Specialized Earth Moving Equipment-Euclid type, or similar off-highway equipment, where not self-loading, Straddle (Ross) Carrier and self-contained concrete mobile unit, Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

| | | |
|-----------|------------|------------|
| Per hour: | 07/01/2023 | 06/01/2024 |
| GROUP 1 | \$ 31.80 | \$ 33.79 |
| GROUP 2 | 32.00 | 33.99 |

Additional \$ 1.50 per hour on City, County, Federal and/or State designated hazardous waste site when personal protection is required by regulation to be used or worn.

**NOTE: For all work bid, there shall be a twelve month carryover of the rates in effect at the time of the bid.

**Will be removed on 07/01/2024

SUPPLEMENTAL BENEFITS

| | | |
|-------------|------------|------------|
| Per hour: | 07/01/2023 | 06/01/2024 |
| Journeyman: | \$ 27.77 | \$ 28.28 |

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. Any work performed on the Monday in which the holiday is celebrated shall be payable at triple time.

6-317h

Welder **05/01/2024**

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 | 07/01/2023 |
|----------|------------|

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day
- (28) Easter Sunday

(29) Juneteenth

**New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 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).

01 DOT

02 OGS

03 Dormitory Authority

04 State University
Construction Fund

05 Mental Hygiene
Facilities Corp.

06 OTHER N.Y. STATE UNIT

07 City

08 Local School District

09 Special Local District, i.e.,
Fire, Sewer, Water District

10 Village

11 Town

12 County

13 Other Non-N.Y. State
(Describe)

3. SEND REPLY TO (check if new or change)
Name and complete address:

Telephone

Fax

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:

Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

1. New Building
2. Addition to Existing Structure
3. Heavy and Highway Construction (New and Repair)
4. New Sewer or Waterline
5. Other New Construction (Explain)
6. Other Reconstruction, Maintenance, Repair or Alteration
7. Demolition
8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- Construction (Building, Heavy Highway/Sewer/Water)
- Tunnel
- Residential
- Landscape Maintenance
- Elevator maintenance
- Exterminators, Fumigators
- Fire Safety Director, NYC Only
- Fuel Delivery
- Guards, Watchmen
- Janitors, Porters, Cleaners, Elevator Operators
- Moving furniture and equipment
- Trash and refuse removal
- Window cleaners
- Other (Describe)

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 where WCB is listed as the "Agency", please call 1-866-546-9322

NYSDOL Bureau of Public Work Debarment List 05/24/2024

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 | AG | ****1812 | ADVANCED BUILDERS & LAND DEVELOPMENT, INC. | | 400 OSER AVE #2300HAUPPAUGE NY 11788 | 09/11/2019 | 09/11/2024 |
| DOL | DOL | ****1687 | ADVANCED SAFETY SPRINKLER INC | | 261 MILL ROAD P.O BOX 296EAST AURORA NY 14052 | 05/29/2019 | 05/29/2024 |
| DOL | NYC | | ALL COUNTY SEWER & DRAIN, INC. | | 7 GREENFIELD DR WARWICK NY 10990 | 03/25/2022 | 03/25/2027 |
| DOL | NYC | | AMJED PARVEZ | | 401 HANOVER AVENUE STATEN ISLAND NY 10304 | 01/11/2021 | 01/11/2026 |
| DOL | DOL | | ANGELO F COKER | | 2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | | ANGELO GARCIA | | 515 WEST AVE UNIT PH 13NORWALK CT 06850 | 05/12/2021 | 05/12/2026 |
| 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 MONGELLI | | PO BOX 2064 MONROE NY 10950 | 02/12/2024 | 02/12/2029 |
| DOL | NYC | | ARADCO CONSTRUCTION CORP | | 115-46 132RD ST SOUTH OZONE PARK NY 11420 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | | ARNOLD A. PAOLINI | | 1250 BROADWAY ST BUFFALO NY 14212 | 02/03/2020 | 02/03/2025 |
| DOL | NYC | | ARSHAD MEHMOOD | | 168-42 88TH AVENUE JAMAICA NY 11432 | 11/20/2019 | 11/20/2024 |
| DOL | NYC | | AVM CONSTRUCTION CORP | | 117-72 123RD ST SOUTH OZONE PARK NY 11420 | 09/17/2020 | 09/17/2025 |
| DOL | NYC | | AZIDABEGUM | | 524 MCDONALD AVENUE BROOKLYN NY 11218 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | ****8421 | B & B DRYWALL, INC | | 206 WARREN AVE APT 1WHITE PLAINS NY 10603 | 12/14/2021 | 12/14/2026 |
| DOL | DOL | | B&L RENOVATION CO. | | 618 OCEAN PARKWAY APT A6BROOKLYN NY 11230 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | | BERNARD BEGLEY | | 38 LONG RIDGE ROAD BEDFORD NY 10506 | 12/18/2019 | 12/18/2024 |
| DOL | NYC | ****2113 | BHW CONTRACTING, INC. | | 401 HANOVER AVENUE STATEN ISLAND NY 10304 | 01/11/2021 | 01/11/2026 |
| DOL | DOL | ****3627 | BJB CONSTRUCTION CORP. | | 38 LONG RIDGE ROAD BEDFORD NY 10506 | 12/18/2019 | 12/18/2024 |
| DOL | DOL | ****5078 | BLACK RIVER TREE REMOVAL, LLC | | 29807 ANDREWS ROAD BLACK RIVER NY 13032 | 10/17/2023 | 10/17/2028 |
| DOL | DOL | ****4512 | BOB BRUNO EXCAVATING, INC | | 5 MORNINGSIDE DR AUBURN NY 13021 | 05/28/2019 | 05/28/2024 |
| DOL | DOL | | BRADLEY J SCHUKA | | 4 BROTHERS ROAD WAPPINGERS FALLS NY 12590 | 10/20/2020 | 10/20/2025 |
| DOL | DOL | ****9383 | C.C. PAVING AND EXCAVATING, INC. | | 2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | ****4083 | C.P.D. ENTERPRISES, INC | | P.O BOX 281 WALDEN NY 12586 | 03/03/2020 | 03/03/2025 |
| DOL | DOL | ****5161 | CALADRI DEVELOPMENT CORP. | | 1223 PARK ST. PEEKSKILL NY 10566 | 05/17/2021 | 05/17/2026 |
| DOL | DOL | ****3391 | CALI ENTERPRISES, INC. | | 1223 PARK STREET PEEKSKILL NY 10566 | 05/17/2021 | 05/17/2026 |
| DOL | NYC | | CALVIN WALTERS | | 465 EAST THIRD ST MT. VERNON NY 10550 | 09/09/2019 | 09/09/2024 |
| DOL | DOL | ****4155 | CASA BUILDERS, INC. | FRIEDLANDER CONSTRUCTION | 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 | ****0026 | CHANTICLEER CONSTRUCTION LLC | | 4 BROTHERS ROAD WAPPINGERS FALLS NY 12590 | 10/20/2020 | 10/20/2025 |
| DOL | NYC | ****2117 | CHARAN ELECTRICAL ENTERPRISES | | 9-11 40TH AVENUE LONG ISLAND CITY NY 11101 | 09/26/2023 | 09/26/2028 |
| DOL | NYC | | CHARLES ZAHRADKA | | 863 WASHINGTON STREET FRANKLIN SQUARE NY 11010 | 03/10/2020 | 03/10/2025 |

NYS DOL Bureau of Public Work Debarment List 05/24/2024

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| | | | | | | | |
|-----|-----|----------|---|-----------------------------|--|------------|------------|
| DOL | DOL | | CHRISTOPHER GRECO | | 26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956 | 02/18/2021 | 02/18/2026 |
| DOL | DOL | | CHRISTOPHER PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU | | 1445 COMMERCE AVE BRONX NY 10461 | 05/30/2019 | 05/30/2024 |
| DOL | DOL | | CRAIG JOHANSEN | | 10 SOUTH 5TH ST LOCUST VALLEY NY 11560 | 09/26/2022 | 09/26/2027 |
| DOL | DOL | ****3228 | CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC. | ROCKLAND TREE SERVICE | 26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956 | 02/18/2021 | 02/18/2026 |
| DOL | DOL | ****7619 | DANCO CONSTRUCTION UNLIMITED INC. | | 485 RAFT AVENUE HOLBROOK NY 11741 | 10/19/2021 | 10/19/2026 |
| DOL | DOL | | DANIEL ROBERT MCNALLY | | 7 GREENFIELD DRIVE WARWICK NY 10990 | 03/25/2022 | 03/25/2027 |
| DOL | DOL | | DARIAN L COKER | | 2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | | DAVID FRIEDLANDER | | 64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561 | 05/10/2023 | 05/10/2028 |
| DOL | NYC | | DAVID WEINER | | 14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306 | 11/14/2019 | 11/14/2024 |
| DOL | DOL | | DELPHI PAINTING & DECORATING CO INC | | 1445 COMMERCE AVE BRONX NY 10461 | 05/30/2019 | 05/30/2024 |
| DOL | DOL | | DINA TAYLOR | | 64 N PUTT CONNERS RD NEW PALTZ NY 12561 | 05/10/2023 | 05/10/2028 |
| DOL | DOL | ****5175 | EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC | | 11371 RIDGE RD WOLCOTT NY 14590 | 02/03/2020 | 02/03/2025 |
| 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 | ****0780 | EMES HEATING & PLUMBING CONTR | | 5 EMES LANE MONSEY NY 10952 | 01/20/2002 | 01/20/3002 |
| 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 | NYC | ****6616 | G & G MECHANICAL ENTERPRISES, LLC. | | 1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554 | 11/29/2019 | 11/29/2024 |
| DOL | DOL | ****2998 | G.E.M. AMERICAN CONSTRUCTION CORP. | | 195 KINGSLAND AVE BROOKLYN NY 11222 | 12/22/2023 | 12/22/2028 |
| DOL | NYC | | GAYATRI MANGRU | | 21 DAREWOOD LANE VALLEY STREAM NY 11581 | 09/17/2020 | 09/17/2025 |
| DOL | DA | | GEORGE LUCEY | | 150 KINGS STREET BROOKLYN NY 11231 | 01/19/1998 | 01/19/2998 |
| DOL | DOL | | GIGI SCHNECKENBURGER | | 261 MILL RD EAST AURORA NY 14052 | 05/29/2019 | 05/29/2024 |
| DOL | DA | | GIOVANNA TRAVAJA | | 3735 9TH ST LONG ISLAND CITY NY 11101 | 01/05/2023 | 01/05/2028 |
| DOL | DA | ****0213 | GORILLA CONTRACTING GROUP, LLC | | 505 MANHATTAN AVE WEST BABYLON NY 11704 | 10/05/2023 | 10/05/2028 |
| DOL | DOL | | HANS RATH | | 24 ELDOR AVENUE NEW CITY NY 10956 | 02/03/2020 | 02/03/2025 |
| 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 | | IRENE KASELIS | | 32 PENNINGTON AVE WALDWICK NJ 07463 | 05/30/2019 | 05/30/2024 |
| DOL | DOL | ****9211 | J. WASE CONSTRUCTION CORP. | | 8545 RT 9W ATHENS NY 12015 | 03/09/2021 | 03/09/2026 |
| DOL | DOL | | J.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 |

NYS DOL Bureau of Public Work Debarment List 05/24/2024

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| 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 |
| 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 | | 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 | NYC | | JENNIFER GUERRERO | | 1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554 | 11/29/2019 | 11/29/2024 |
| DOL | DOL | | JIM PLAUGHER | | 17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896 | 07/16/2021 | 07/16/2026 |
| DOL | 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 GOCEK | | 14B COMMERCIAL AVE ALBANY NY 12065 | 11/14/2019 | 11/14/2024 |
| DOL | DOL | | JOHN MARKOVIC | | 47 MANDON TERRACE HAWTHORN NJ 07506 | 03/29/2021 | 03/29/2026 |
| DOL | DOL | | JOHN WASE | | 8545 RT 9W ATHENS NY 12015 | 03/09/2021 | 03/09/2026 |
| DOL | DOL | | JON E DEYOUNG | | 261 MILL RD P.O BOX 296EAST AURORA NY 14052 | 05/29/2019 | 05/29/2024 |
| DOL | DOL | | JORGE RAMOS | | 8970 MIKE GARCIA DR MANASSAS VA 20109 | 07/16/2021 | 07/16/2026 |
| DOL | DOL | | 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 |
| 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 |

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|-----|-----|----------|---|--|--|------------|------------|
| 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 | | KARIN MANGIN | | 796 PHELPS ROAD FRANKLIN LAKES NJ 07417 | 12/01/2020 | 12/01/2025 |
| DOL | DOL | | KATE E. CONNOR | | 7088 INTERSTATE ISLAND RD SYRACUSE NY 13209 | 03/31/2021 | 03/31/2026 |
| DOL | DOL | | 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 | | KIMBERLY F. BAKER | | 7901 GEE ROAD CANASTOTA NY 13032 | 08/17/2021 | 08/17/2026 |
| 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 | AG | ****3291 | LINTECH ELECTRIC, INC. | | 3006 TILDEN AVE BROOKLYN NY 11226 | 02/16/2022 | 02/16/2027 |
| DOL | DOL | | LOUIS A. CALICCHIA | | 1223 PARK ST. PEEKSKILL NY 10566 | 05/17/2021 | 05/17/2026 |
| DOL | NYC | | LUBOMIR PETER SVOBODA | | 27 HOUSMAN AVE STATEN ISLAND NY 10303 | 12/26/2019 | 12/26/2024 |
| DOL | NYC | | M & L STEEL & ORNAMENTAL IRON CORP. | | 27 HOUSMAN AVE STATEN ISLAND NY 10303 | 12/26/2019 | 12/26/2024 |
| DOL | DOL | ****2196 | MAINSTREAM SPECIALTIES, INC. | | 11 OLD TOWN RD SELKIRK NY 12158 | 02/02/2021 | 02/02/2026 |
| DOL | DA | | MANUEL P TOBIO | | 150 KINGS STREET BROOKLYN NY 14444 | 08/19/1998 | 08/19/2998 |
| DOL | DA | | MANUEL TOBIO | | 150 KINGS STREET BROOKLYN NY 11231 | 08/19/1998 | 08/19/2998 |
| DOL | DOL | | MAQSOOD AHMAD | | 618 OCEAN PKWY BROOKLYN NY 11230 | 09/17/2020 | 09/17/2025 |
| DOL | NYC | | MARIA NUBILE | | 84-22 GRAND AVENUE ELMHURST NY 11373 | 03/10/2020 | 03/10/2025 |
| DOL | NYC | ****9926 | MILLENNIUM FIRE PROTECTION, LLC | | 325 W. 38TH STREET SUITE 204NEW YORK NY 10018 | 11/14/2019 | 11/14/2024 |
| DOL | NYC | ****0627 | MILLENNIUM FIRE SERVICES, LLC | | 14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306 | 11/14/2019 | 11/14/2024 |
| DOL | 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 | NYC | | MUHAMMED A. HASHEM | | 524 MCDONALD AVENUE BROOKLYN NY 11218 | 09/17/2020 | 09/17/2025 |

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| DOL | NYC | | NAMOW, INC. | | 84-22 GRAND AVENUE ELMHURST NY 11373 | 03/10/2020 | 03/10/2025 |
| DOL | DOL | ****7790 | NATIONAL BUILDING & RESTORATION CORP | | 1010 TILDEN AVE UTICA NY 13501 | 07/24/2023 | 07/24/2028 |
| 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 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 | ****7429 | NICOLAE I. BARBIR | BESTUCCO CONSTRUCTI ON, INC. | 444 SCHANTZ ROAD ALLEN TOWN PA 18104 | 09/17/2020 | 09/17/2025 |
| 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 | | PETER STEVENS | | 11 OLD TOWN ROAD SELKIRK NY 12158 | 02/02/2021 | 02/02/2026 |
| DOL | DOL | | PETER STEVENS | | 8269 21ST ST BELLEROSE NY 11426 | 12/22/2022 | 12/22/2027 |
| DOL | DOL | ****0466 | PRECISION BUILT FENCES, INC. | | 1617 MAIN ST PEEKSKILL NY 10566 | 03/03/2020 | 03/03/2025 |
| DOL | NYC | | RASHEL CONSTRUCTION CORP | | 524 MCDONALD AVENUE BROOKLYN NY 11218 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | ****1068 | RATH MECHANICAL CONTRACTORS, INC. | | 24 ELDOR AVENUE NEW CITY NY 10956 | 02/03/2020 | 02/03/2025 |
| DOL | DOL | ****2633 | RAW POWER ELECTRIC CORP. | | 3 PARK CIRCLE MIDDLETOWN NY 10940 | 07/11/2022 | 07/11/2027 |
| DOL | DA | ****7559 | REGAL CONTRACTING INC. | | 24 WOODBINE AVE NORTHPORT NY 11768 | 10/01/2020 | 10/01/2025 |
| DOL | DOL | | RICHARD REGGIO | | 1617 MAIN ST PEEKSKILL NY 10566 | 03/03/2020 | 03/03/2025 |
| DOL | DOL | | ROBBYE BISSE SAR | | 89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427 | 01/11/2003 | 01/11/3003 |
| DOL | DOL | | ROBERT A. VALERINO | | 3841 LANYARD COURT NEW PORT RICHEY FL 34652 | 07/09/2019 | 07/09/2024 |
| DOL | DOL | | ROBERT BRUNO | | 5 MORNINGSIDE DRIVE AUBURN NY 13021 | 05/28/2019 | 05/28/2024 |
| DOL | DOL | | ROMEO WARREN | | 161 ROBYN RD MONROE NY 10950 | 07/11/2022 | 07/11/2027 |
| DOL | DOL | | RONALD MESSEN | | 14B COMMERCIAL AVE ALBANY NY 12065 | 11/14/2019 | 11/14/2024 |
| 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 RD POMPEI NY 13138 | 07/16/2021 | 07/16/2026 |
| DOL | DOL | | SALVATORE A FRESINA A/K/A SAM FRESINA | | 107 FACTORY AVE P.O BOX 11070 SYRACUSE NY 13218 | 07/16/2021 | 07/16/2026 |
| DOL | DOL | | SAM FRESINA | | 107 FACTORY AVE P.O BOX 11070 SYRACUSE NY 13218 | 07/16/2021 | 07/16/2026 |
| DOL | NYC | ****0349 | SAM WATERPROOFING INC | | 168-42 88TH AVENUE APT.1 AJAMAICA NY 11432 | 11/20/2019 | 11/20/2024 |

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| DOL | DA | ****0476 | SAMCO ELECTRIC CORP. | | 3735 9TH ST LONG ISLAND CITY NY 11101 | 01/05/2023 | 01/05/2028 |
| DOL | NYC | ****1130 | SCANA CONSTRUCTION CORP. | | 863 WASHINGTON STREET FRANKLIN SQUARE NY 11010 | 03/10/2020 | 03/10/2025 |
| DOL | DOL | ****2045 | SCOTT DUFFIE | DUFFIE'S ELECTRIC, INC. | P.O BOX 111 CORNWALL NY 12518 | 03/03/2020 | 03/03/2025 |
| DOL | DOL | | SCOTT DUFFIE | | P.O BOX 111 CORNWALL NY 12518 | 03/03/2020 | 03/03/2025 |
| DOL | DA | | SILVANO TRAVALJA | | 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 | | SOMATIE RAMSUNAHAI | | 115-46 132ND ST SOUTH OZONE PARK NY 11420 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | ****2221 | SOUTH BUFFALO ELECTRIC, INC. | | 1250 BROADWAY ST BUFFALO NY 14212 | 02/03/2020 | 02/03/2025 |
| DOL | 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 |
| DOL | DOL | ****6844 | STEAM PLANT AND CHX SYSTEMS INC. | | 14B COMMERCIAL AVENUE ALBANY NY 12065 | 11/14/2019 | 11/14/2024 |
| DOL | DOL | ****9933 | STEED GENERAL CONTRACTORS, INC. | | 1445 COMMERCE AVE BRONX NY 10461 | 05/30/2019 | 05/30/2024 |
| DOL | DOL | ****9528 | STEEL-IT, LLC. | | 17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896 | 07/16/2021 | 07/16/2026 |
| DOL | DOL | | STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR. | | 256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458 | 05/30/2019 | 05/30/2024 |
| DOL | DOL | ****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 RAZA | | 198 RIDGE AVENUE NY 11581 | 06/06/2022 | 06/06/2027 |
| DOL | DOL | | TERRY THOMPSON | | 11371 RIDGE RD WOLCOTT NY 14590 | 02/03/2020 | 02/03/2025 |
| DOL | DOL | ****9733 | TERSAL CONSTRUCTION SERVICES INC | | 107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208 | 07/16/2021 | 07/16/2026 |
| DOL | DOL | | TERSAL CONTRACTORS, INC. | | 221 GARDNER RD P.O BOX 14POMPEI NY 13138 | 07/16/2021 | 07/16/2026 |
| DOL | DOL | | TERSAL DEVELOPMENT CORP. | | 1935 TEALL AVENUE SYRACUSE NY 13206 | 07/16/2021 | 07/16/2026 |
| DOL | DOL | ****5766 | THE COKER CORPORATION | COKER CORPORATION | 2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205 | 09/17/2020 | 09/17/2025 |
| 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 | ****8210 | UPSTATE CONCRETE & MASONRY CONTRACTING CO INC | | 449 WEST MOMBASHA ROAD MONROE NY 10950 | 06/06/2022 | 06/06/2027 |
| DOL | DOL | ****6418 | VALHALLA CONSTRUCTION, LLC. | | 796 PHLEPS ROAD FRANKLIN LAKES NJ 07417 | 12/01/2020 | 12/01/2025 |
| DOL | NYC | ****2426 | VICKRAM MANGRU | VICK CONSTRUCTION | 21 DAREWOOD LANE VALLEY STREAM NY 11581 | 09/17/2020 | 09/17/2025 |
| DOL | NYC | | VICKRAM MANGRU | | 21 DAREWOOD LANE VALLEY STREAM NY 11581 | 09/17/2020 | 09/17/2025 |
| DOL | DOL | | VIKTORIA RATH | | 24 ELDOR AVENUE NEW CITY NY 10956 | 02/03/2020 | 02/03/2025 |
| DOL | NYC | ****3673 | WALTERS AND WALTERS, INC. | | 465 EAST AND THIRD ST MT. VERNON NY 10550 | 09/09/2019 | 09/09/2024 |
| DOL | DOL | ****3296 | WESTERN NEW YORK CONTRACTORS, INC. | | 3841 LAYNARD COURT NEW PORT RICHEY FL 34652 | 07/09/2019 | 07/09/2024 |
| DOL | DOL | ****8266 | WILLIAM CHRIS MCCLENDON | MCCLENDON ASPHALT PAVING | 1646 FALLS STREET NIAGARA FALLS NY 14303 | 05/01/2023 | 05/01/2028 |

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| DOL | DOL | | WILLIAM CHRIS MCCLENDON | | 1646 FALLS STREET NIAGARA FALLS NY 14303 | 05/01/2023 | 05/01/2028 |
| DOL | DOL | | WILLIAM G. PROERFRIEDT | | 85 SPRUCEWOOD ROAD WEST BABYLON NY 11704 | 01/19/2021 | 01/19/2026 |
| DOL | DOL | *****5924 | WILLIAM G. PROPHY, LLC | WGP CONTRACTIN G, INC. | 54 PENTAQUIT AVE BAYSHORE NY 11706 | 01/19/2021 | 01/19/2026 |
| DOL | DOL | | XENOFON EFTHIMIADIS | | 29-10 38TH AVENUE LONG ISLAND CITY NY 11101 | 10/11/2023 | 10/11/2028 |

Contract Documents

for the

Onondaga County Resource Recovery Agency
Ley Creek Transfer Station
Demolition & Site Restoration

MAY 2024

PRESENTED TO

Onondaga County Resource Recovery Agency

100 Elwood Davis Road
North Syracuse, NY 13212-4312

SUBMITTED BY

Cornerstone Engineering and Geology, PLLC
100 Crystal Run Road, Suite 101
Middletown, NY 10941

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tetrattech.com

TECHNICAL SPECIFICATION CERTIFICATION

Technical Specifications (Divisions 01 through 32)

**Onondaga County Resource Recovery Agency
Ley Creek Transfer Station – Demolition & Site Restoration
Liverpool, New York 13088**

These Technical Specifications were prepared under the supervision and direction of the undersigned, whose seal as a registered professional engineer is affixed below.

Cornerstone Engineering and Geology, PLLC

Bodhi A. Piedmont-Fleischmann
Bodhi A. Piedmont-Fleischmann, P.E.
N.Y.P.E. License No. 099699



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| 01 25 00 | Substitution Procedures |
| 01 30 00 | Administrative Requirements |
| 01 32 16 | Construction Progress Schedule |
| 01 32 23 | Survey and Layout Data |
| 01 33 00 | Submittal Procedures |
| 01 40 00 | Quality Requirements |
| 01 50 00 | Temporary Facilities and Controls |
| 01 50 01 | Health and Safety Provisions |
| 01 60 00 | Product Requirements |
| 01 70 00 | Execution and Closeout Requirements |
| 01 90 00 | Reference Standards |

Division 02 – Existing Conditions

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| 02 41 16 | Site Clearing and Structure Demolition |
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Division 31 – Earthwork

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| 31 05 13 | Earthwork |
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| 31 22 13 | Rough Grading |
| 31 23 16 | Excavation |
| 31 23 19 | Dewatering |
| 31 67 00 | Shoring and Bracing |

Division 32 – Exterior Improvements

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Demolition & Site Restoration Plans

| | |
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| 00 | Title Sheet - Area Map |
| 01 | Demolition & Construction Notes |
| 02 | Existing Conditions Plan |
| 03 | Building & Structure Demolition Plan |
| 04 | Pile Cap Location Plan |
| 05 | Utility Abandonment Plan |
| 06 | Site Restoration Plan |
| 07 | Site Restoration Details |
| 08 | Soil Erosion & Sediment Control Plan |
| 09 | Soil Erosion & Sediment Control Details |

Attachment 1 – Pre-Demolition Building Survey at Ley Creek Transfer Station (July 2023)

Attachment 2 – Topographic Survey Ley Creek OCRRA Site Part of Lot No. 17 (June 2022 – updated December 2022)

Attachment 3 – Topographic Survey Ley Creek OCRRA Site Part of Lot No. 17 (June 2022)

Attachment 4 – Onondaga County Resource Recovery Agency Ley Creek Transfer Station - Electrical Service Upgrade (September 2019)

**Attachment 5 – Map of Facilities Onondaga County Resource Recovery Agency Part of Military Lot 17
(October 1992, revised October 1994)**

Attachment 6 – LCTS Building Sprinkler System Design (1991+ estimated)

Attachment 7 – Contract Drawings Ley Creek Transfer Station Modifications (April 1991)

Attachment 8 – County of Onondaga Ley Creek Shredding Plant (1974)

1.0 LIMITATIONS

The work product included in the attached was undertaken in full conformity with generally accepted professional consulting principles and practices and to the fullest extent as allowed by law we expressly disclaim all warranties, express or implied, including warranties of merchantability or fitness for a particular purpose. The work product was completed in full conformity with the contract with our client and this document is solely for the use and reliance of our client and this document is solely for the use and reliance of our client and the New York State Department of Environmental Conservation (*unless previously agreed upon that a third party could rely on the work product*) and any reliance on this work product by an unapproved outside party is at such party's risk.

The work product herein (*including opinions, conclusions, suggestions, etc.*) was prepared based on the situations and circumstances as found at the time, location, scope and goal of our performance and thus should be relied upon and used by our client and the New York State Department of Environmental Conservation recognizing these considerations and limitations. Cornerstone Engineering and Geology, PLLC shall not be liable for the consequences of any change in environmental standards, practices, or regulations following the completion of our work and there is no warrant to the veracity of information provided by third parties, or the partial utilization of this work product.

DIVISION 01 – GENERAL REQUIREMENTS

SECTION 01 10 00
SUMMARY OF WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Contract Description.
- B. Bid Alternates.
- C. Owner-Furnished Products.
- D. Work by Owner.
- E. Contractor's Use of Site and Premises.
- F. Supervision by Contractor.
- G. Permits.
- H. Involved Agencies.
- I. Weekend or Night Work.
- J. Maintenance of Traffic.
- K. Specification Conventions.

1.2 RELATED SECTIONS

- A. All Divisions and Sections referenced in this Section
- B. Division 00 – Procurement and Contracting Requirements
- C. Section 00 70 00 - General Conditions
- D. Section 01 20 00 – Price and Payment Procedures
- E. Section 01 30 00 – Administrative Requirements
- F. Section 01 90 00 – Reference Standards

1.3 CONTRACT DESCRIPTION

- A. The Work is identified on the Demolition & Site Restoration Plans and in the Technical Specifications.

- B. It is the intent of the Demolition & Site Restoration Plans and Technical Specifications to provide alterations and/or new construction as indicated to provide complete systems in every respect, capable of operating as designed. It is not intended that every fitting, minor detail or feature be shown on Demolition & Site Restoration Plans or detailed within the Technical Specifications. The Contractor shall be responsible for any additional detail necessary for completion of these systems in accordance with good practice. Demolition and installation shall be executed so as to contribute to efficiency of operation, proper and safe functioning of the construction and its equipment, minimum maintenance, accessibility, and sightliness. The requirements specified herein shall govern applicable portions of all Sections whether so stated herein or not.
- C. Comply with applicable regulatory requirements and various codes. Where conflicts exist between local, State, and/or Federal regulatory requirements, codes, or these Technical Specifications, Contractor shall advise the Engineer and Owner. The Engineer will assist in resolving the conflicts to the satisfaction of the regulatory agencies prior to commencing the Work.
- D. All Work shall comply with OSHA (*site specific safety plan is required from the Contractor*), the New York State Uniform Fire Prevention and Building Code (the "Uniform Code"), which includes the current editions, Part 1221 (Building Code), Part 1222 (Plumbing Code), Part 1223 (Mechanical Code), Part 1224 (Fuel Gas Code), Part 1225 (Fire Code), Part 1226 (Property Maintenance Code), Part 1227 (Existing Building Code), and Part 1240 (New York State Energy Conservation).
- E. The Contractor shall be advised that where noted, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is in no way intended to limit or restrict competition.
- F. The Contractor shall furnish all material, labor, equipment, incidentals, and appurtenances required to perform the Work under the Contract for demolition and site restoration including, but not limited to, the following:

Division 01 – General Requirements

- Item #1-1 - General Conditions, including supervision and management, ongoing Project related expenses such as site health and safety, utilities, dust control, bonds and insurances, obtaining necessary permits and compliance with any and all requirements of regulatory agencies and utility companies pertaining to the Work, and any other item not covered in the other paragraphs of this Section.
- Item #1-2 - Mobilization and Demobilization of all parts, material, and equipment to and from the Site that are necessary to complete the Work, as well as connection and disconnection of Contractor-provided utilities, site restoration, and final site cleaning.

- Item #1-3 - Temporary Construction Facilities and Controls, including Contractor's facilities, furnishings, sheds, and their related expenses, etc.; vehicles and related maintenance including supplies such as fuel; temporary services; preparation and submission of Submittals, Shop Drawings, and operations and maintenance manuals, etc.; provide and maintain erosion and sedimentation controls; protection of existing facilities to remain; protection of completed work; and any other requirements as identified and described in Section 01 50 00 - Temporary Facilities and Controls.
- Item #1-4 - Third Party Quality Assurance - Testing & Construction Documentation (*as required*) by a certified, independent testing laboratory and service to perform specified testing such as soil testing and inspection, etc., as required by the Demolition & Site Restoration Plans, Technical Specifications, and permits. Testing laboratory will perform tests, inspections, Special Inspections required by code, and other services specified in individual Technical Specification sections and as required by Engineer, Owner, and Authorities Having Jurisdiction.
- Item #1-5 - Survey services by a licensed and registered New York State Land Surveyor to establish all lines, elevations, and reference marks necessary to complete the Work and preparation of Record As-Built Survey and Record Drawings suitable for use by the Engineer, Owner, and NYSDEC, signed and sealed by a Professional Engineer or Land Surveyor licensed and registered in the State of New York, as required by the Contractor and Engineer during the progress of the Work, and from time to time to verify original construction stakeout and resetting of control points for interim elevation checks and soil compaction testing to allow accurate and satisfactory construction and completion of all Work in accordance with the requirements of the Demolition & Site Restoration Plans and Technical Specifications.

Specifically, Record As-Built Survey and Record Drawings will be required as identified and described in Section 01 70 00 - Execution and Closeout Requirements, with required survey elements including, but not limited to, pile and pile cap locations, Site Utility locations (*terminus points for abandoned utilities and vertices for utilities to remain in place within the Limit of Disturbance*), final grade elevations, and additional survey information sufficient to verify quantities as requested by the Owner or Engineer.

Division 02 – Existing Conditions

- Item #2-1 through #2-14 - Provide all labor, materials, equipment, incidentals and appurtenances necessary to complete the Site Clearing and Structure Demolition to remove and lawfully dispose of all materials identified in the Pre-Demolition Building Survey at Ley Creek Transfer Station, the demolition and removal of the existing buildings and structures and site features, demolition and processing of concrete site features for use as Common Fill, and locating and removal of Site Utilities as required to complete the Work in accordance with the Demolition & Site Restoration Plans and Technical Specifications.

Unless specified elsewhere, all site soils and concrete site features are to be processed as necessary to remain on site and meet the specification for Common Fill. Recovered asphalt, metals, and other recyclable materials are to be transported and managed by the Contractor at an authorized and approved recycler as part of the Work. Waste materials generated by the Contractor or as part of the demolition activities are to be characterized and disposed of by the Contractor at an authorized and approved disposal facility as part of the Work. The Contractor is responsible for expenses and entitled to revenue associated with the disposal or recycling of materials managed off site. The destination of any materials leaving the site must be approved by the Owner and Engineer prior to shipment and documentation/proper manifests for such transportation and disposal or recycling shall be submitted to the Owner and Engineer.

- Item #2-15 through #2-19 - Provide all labor, materials, equipment, incidentals and appurtenances, as necessary, to complete the termination and testing of Site Utilities as required to complete the Work in accordance with the Demolition & Site Restoration Plans and Technical Specifications. The unit prices for these Items are to be presented on a per each basis and the payment will be made based on actual termination of Site Utilities performed in accordance with the Demolition & Site Restoration Plans and Technical Specifications.

Division 31 – Earthwork

- Item #31-1 through #31-3 - Provide all labor, materials, equipment, incidentals and appurtenances, as necessary, to complete all Earthwork including, but not limited to, Excavation, Clearing & Grubbing, Stockpiling, Dewatering, Placement and Compaction of Backfill, Rough Grading, testing and additional components as required to complete the Work in accordance with the Demolition & Site Restoration Plans and Technical Specifications.

Rough Grading, accounting for installation of the Type 2 Subbase Cap (*Item #31-4*) and reuse of select site features as Common Fill (*Division 02*), is intended to maintain a net soil balance with minimum import or export of fill materials while also providing for the management of surface runoff meeting the intent and spirit of the Site's current stormwater management practices.

- Item #31-4 - Provide all labor, materials, equipment, incidentals and appurtenances, as necessary, to complete the installation of the Type 2 Subbase Cap, testing and additional components as required to complete the Work in accordance with the Demolition & Site Restoration Plans and Technical Specifications. The unit price for this Item is to be presented on a per ton basis and the payment will be made based on actual tons of material imported, installed, and tested. Measurement of this Item for payment must be provided by the Contractor via weight tickets from the material source or other weighing system certified for trade in New York State, Onondaga County, and/or the applicable certifying agency as approved by the Owner and Engineer.

Division 32 – Exterior Improvements

- Item #32-1 - Provide all labor, materials, equipment, incidentals and appurtenances, as necessary, to complete the Exterior Improvements including, but not limited to Site Restoration and testing as required to complete the Work in accordance with the Demolition & Site Restoration Plans and Technical Specifications. The unit price for this Item is to be presented on a per square yard basis and the payment will be made based on actual area of Topsoil, Erosion Control Mat, and Seeding installed and maintained in accordance with the Demolition & Site Restoration Plans and Technical Specifications.
- G. All fees, labor, material, and consultation from manufacturers and manufacturer's representatives during construction and during one (1) year warranty period shall be borne by Contractor as may be required to accomplish intent of Contract Documents and functional service thereof. Warranty period shall commence upon date of issuance of Final Payment.
- H. Confirm and survey all existing utility locations and elevations prior to their termination and abandonment. Contractor is responsible for protecting all utilities and existing features during the course of the Project.
- I. All Work shall be complete, tested, and proper operations demonstrated. Contractor shall present certificates of inspection as required to the Owner and Engineer for approval and demonstrate that installation and testing was performed in accordance with the Demolition & Site Restoration Plans, Technical Specifications, and applicable permits.
- J. The Work to be done shall include all Work shown on the Demolition & Site Restoration Plans and specified herein. All Work shall be in accordance with the Demolition & Site Restoration Plans and the requirements of the Technical Specifications and addenda (*if any*).
- K. The foregoing is a general description only and shall not be construed as a complete description of the Work to be performed. The Contractor is responsible for performing all Work required to complete the Work as detailed on the Demolition & Site Restoration Plans and Technical Specifications.
- L. All electrical Work shall be coordinated with National Grid and the Owner and/or Engineer.
- M. All sanitary sewer and water service Work shall be coordinated with the Onondaga County Department of Water Environment Protection (WEP), and/or Town of Salina, and the Owner, and the Engineer.
- N. Temporary facilities and utilities shall be provided and maintained as indicated in Section 01 50 00 – Temporary Facilities and Controls.

- O. Provide a one (1) year warranty onto all parts and workmanship with no portal to portal charges for any warranty work performed.

1.4 BID ALTERNATES

- A. Contractor shall not proceed with Work involving any Bid Alternate, until written approval from the Owner or Owner's designee indicating the Bid Alternate(s) to proceed with is received by Contractor.
- B. Alternates may or may not be selected at the Owner's sole discretion and actual quantities authorized by the Owner may vary from the estimated quantities.
- C. Alternate Bid Item #1A and #1B – Static Compressive Load Testing of Pile Cap
 - 1. The Owner and/or Engineer may request the Contractor perform static load testing of existing pile caps for the purpose of determining if the existing deep foundation system components may be of value or beneficial reuse in the design and construction of future infrastructure planned for the Site.
 - 2. Provide all labor, materials, equipment, incidentals, and appurtenances as necessary, to conduct a static compressive load test on a Pile Cap as requested by the Owner and/or Engineer. Work is to be performed in accordance with Section 31 08 13 – Pile Load Testing.
 - 3. The unit price for this Item is to be presented in two (2) parts. The first unit price shall provide all labor, materials, equipment, incidentals, and appurtenances (*including mobilization and demobilization*) for Static Compressive Load Testing of the first Pile Cap. A second unit price shall be provided to conduct a Static Compressive Load Test on each additional Pile Cap as requested by the Owner or Engineer. Payment will be made based on the actual number of Pile Caps subject to Static Compressive Load Testing per the conditions of this Section.
- D. Alternate Bid Item #2 – Extraction of Wood Pile
 - 1. The Work may result in the Owner and/or Engineer identifying and requesting extraction of existing wood pile(s) at the Site for inspection purposes.
 - 2. Provide all labor, materials, equipment, incidentals, and appurtenances, as necessary to extract a Wood Pile for inspection by the Owner and/or Engineer and then transport and lawfully dispose of the same.
 - 3. The unit price for this Item is to be presented on a per Wood Pile basis and the payment will be made based on actual number of Wood Piles extracted from Site as requested by the Owner and/or Engineer.

E. Alternate Bid Item #3 – Cutting of Wood Piles to Four Feet (4’) Below Finished Grade

1. The Work may result in the Owner and/or Engineer identifying and requesting Wood Piles to be cut below grade so as to not interfere with future redevelopment at the Site.
2. Provide all labor, materials, equipment, incidentals, and appurtenances, as necessary to remove concrete Pile Cap and cut off top of a Wood Pile to a depth of at least four feet (4’) below finished grade, backfill the excavation, and compact.
3. The unit price for this Item is to be presented on a per Wood Pile basis and the payment will be made based on actual number of Wood Piles cut at Site at the request of the Owner and/or Engineer.

F. Alternate Bid Item #4 – Cutting of Steel Piles to Four Feet (4’) Below Finished Grade

1. The work may result in the Owner and/or Engineer identifying and requesting Steel Piles to be cut below grade so as to not interfere with future redevelopment at the Site.
2. Provide all labor, materials, equipment, incidentals, and appurtenances, as necessary to remove concrete Pile Cap and cut off top of a Steel Pile to a depth of at least four feet (4’) below finished grade, backfill the excavation, and compact.
3. The unit price for this Item is to be presented on a per Steel Pile basis and the payment will be made based on actual number of Steel Piles cut at Site at the request of the Owner and/or Engineer.

G. Alternate Bid Item #5 – Soil Sampling and Testing (Per Section 02 41 16 of the *Technical Specifications*)

1. The work may result in the Owner and/or Engineer identifying and requesting procurement of soil analytics to characterize on-site soil as further detailed within Section 02 41 16 – Site Clearing and Structure Demolition.
2. Provide all labor, materials, equipment, incidentals, and appurtenances, as necessary, to collect a soil sample and analyze the soil sample for the contaminants of concern in accordance with the Demolition & Site Restoration Plans and Technical Specifications and the NYSDEC Sampling Guidelines and Protocols manual.
3. The unit price for this Item is to be presented on a per each basis and the payment will be made based on actual soil samples procured and analyzed.

H. Alternate Bid Item #6 – Export and Management of Balance Clean Fill Materials - (Test, Load, Transport & Delivery for Documented Beneficial Use)

1. The Work may result in a limited volume of existing fill material export from the Site after desired final grades have been established in accordance with the intent of the Demolition & Site Restoration Plans and described within the Technical Specifications. The unit price for this Item includes the soil sampling and analytics required by the Contractor-selected and Owner-approved clean fill/beneficial use destination to properly characterize the fill materials.
2. Provide all labor, materials, equipment, incidentals, and appurtenances (*including transport vessels/containers*), as necessary, to analyze, load, transport, and lawfully manage fill materials off site. All Work shall be performed in accordance with the Demolition & Site Restoration Plans and Technical Specifications.
3. The unit price for this Item is to be presented on a per ton basis and the payment will be made based on actual tons of material exported from the Site.

I. Alternate Bid Item #7 – Import and Placement of Balance Fill Materials - (Furnish, Install & Compact Common Fill)

1. The Work may result in a limited volume of Common Fill material requiring import to the Site to establish desired final grades in accordance with the intent of the Demolition & Site Restoration Plans and described within the Technical Specifications.
2. Provide all labor, materials, equipment, incidentals, and appurtenances (*including transport vessels/containers*), as necessary, to procure, place, and compact Common Fill materials to establish proposed grades in accordance with the intent of the Demolition & Site Restoration Plans and Technical Specifications. All Work shall be performed in accordance with the Demolition & Site Restoration Plans and Technical Specifications.
3. The unit price for this Item is to be presented on a per ton basis and the payment will be made based on actual tons of material imported and placed at the Site.

J. Alternate Bid Item #8 – Export and Management of Balance Concrete Materials - (Load, Transport & Delivery for Documented Recycling or Beneficial Use)

1. The Work may result in a limited volume of existing concrete material export from the Site after desired final grades have been established in accordance

with the intent of the Demolition & Site Restoration Plans and described within the Technical Specifications. The unit price for this Item includes characterization that may be required by the Contractor-selected and Owner-approved destination prior to acceptance.

2. Provide all labor, materials, equipment, incidentals, and appurtenances (*including transport vessels/containers*), as necessary, to load, transport and lawfully manage concrete materials off site. All Work shall be performed in accordance with the Demolition & Site Restoration Plans and Technical Specifications.
3. The unit price for this Item is to be presented on a per ton basis and the payment will be made based on actual tons of material exported from the Site.

K. Alternate Bid Item #9 – Export and Contaminated Fill Materials - (*Load & Transport*)

1. The Work may result in a limited volume of existing fill material export from the Site after desired final grades have been established in accordance with the intent of the Demolition & Site Restoration Plans and described within the Technical Specifications. The unit price for this Item includes the soil sampling and analytics required by the Contractor-selected End Disposal Facility(ies) to properly characterize the fill materials and this Item applies only to contaminated soils that are not lawfully fit for use as fill under Alternate Bid Item #6.
2. Provide all labor, materials, equipment, incidentals, and appurtenances (*including transport vessels/containers*), as necessary, to load and transport fill materials over and above those necessary to establish proposed grades in accordance with the Demolition & Site Restoration Plans and Technical Specifications to a Contractor-selected lawful disposal destination. All Work shall be performed in accordance with the Demolition & Site Restoration Plans and Technical Specifications.
3. The per ton cost for disposal of the contaminated soils at an Owner and Engineer approved, properly licensed and/or permitted End Disposal Facility will be reimbursed to the Contractor, without markup, upon submission of acceptable receipts or invoices from the End Disposal Facility(ies) within an Application for Payment, based on actual tons of material removed from the project site. The End Disposal Facility(ies), including the quoted per ton disposal price, shall be approved by the Owner/Engineer in accordance with Section 01 3300 – Submittal Procedures.
4. The unit price for this Item is to be presented on a per ton basis for loading and disposal only and the payment will be made based on actual tons of material exported from the Site.

1.5 OWNER-FURNISHED PRODUCTS

A. None.

1.6 WORK BY OWNER

A. None.

1.7 CONTRACTOR'S USE OF SITE AND PREMISES

A. The Contractor shall anticipate continued use of the Site and premises to allow:

1. Access by the Owner to support ancillary storage operations outside of the Limit of Work.
2. Work by Others.

B. The Contractor's access to the Site will be via the Site Access Gate. The Owner will be using the same entrance as the Contractor to access Site locations outside of the Limit of Work. The Contractor shall therefore anticipate vehicular traffic at the Site Access Gate and outside the Limit of Work.

C. Construction Operations: The Contractor shall confine Contractor's materials and their storage, and the operation of Contractor's workers to limits depicted within the Contract Documents, indicated by laws, ordinances permits, directions of the Owner and/or Engineer, and will not unreasonably encumber the premises with such materials, but shall store them in orderly fashion so that they will not interfere with the Work under this Contract or other contracts, or with the operation of the Owner's facilities.

D. The Contractor shall not load nor permit any part of the Work to be loaded with a weight that will endanger its safety or unduly affect the structure or any part thereof.

E. The Contractor shall enforce the instructions of the Owner regarding signs, fires, and smoking.

F. Contractor staging areas and stockpiles of material shall be coordinated by the Contractor and off-site areas reviewed, and on-site areas approved by the Owner.

Contractor shall not stockpile or stage any materials in the Existing Utility Corridor (National Grid) as identified on the Demolition & Site Restoration Plans.

G. Neither the Contractor nor any of the Contractor's employees shall park any vehicle anywhere on the site, except at such locations as shown or as specifically approved by the Owner for the purpose.

H. Construction Plan: Before start of construction, submit three (3) copies of the Construction Plan regarding access to Work, use of Site, staging and stockpile areas, and

utility outages for acceptance by the Owner. After acceptance of the Plan, construction operations shall comply with accepted the Plan unless deviations are accepted by the Owner in writing.

1.8 SUPERVISION BY CONTRACTOR

- A. The Contractor shall supervise and direct the Work using best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, procedures, and safety precautions employed for the Work under the Contract.
- B. The Contractor shall employ at the site during the performance of the Work or any part thereof, a competent Superintendent or Foreman who shall be satisfactory to the Owner and Engineer, and who shall not be replaced except with the written consent of the Owner and Engineer, unless the Superintendent or Foreman ceases to be an employee of the Contractor. Such Superintendent or Foreman shall represent and have full authority to act for their Contractor in his absence and all directions given to such Superintendent or Foreman shall be as binding as if given to the Contractor.

1.9 PERMITS

- A. The Contractor shall furnish all necessary permits for the Work including, but not limited to, the following:
 - 1. Demolition Permit(s) (*Onondaga County*)
 - 2. SPDES General Permit for Stormwater Discharge from Construction Activity
- B. The Owner maintains and existing Solid Management Facility Permit for the Site and has a permit modification on file with the NYSDEC for the future construction and operation of an improved Solid Waste Management Facility. All Work is to be performed by the Contractor in accordance with the applicable requirements of this NYSDEC Permit.

1.10 INVOLVED AGENCIES

- A. The following agencies shall be involved in the Work:
 - 1. Onondaga County Resource Recovery Agency (OCRRA) – Owner.
 - 2. Onondaga County Water Environment Protection (WEP).
 - 3. Onondaga County Water Authority (OCWA).
 - 4. Onondaga County Soil & Water Conservation District.
 - 5. New York State Department of Environmental Conservation (NYSDEC).
 - 6. National Grid.

7. Town of Salina, New York.
8. Onondaga County Health Department.
9. Onondaga County Department of Emergency Management.

B. Electric – the Contractor is required to obtain certification and approval for all electric services from a certified UL Underwriter to ensure that all Work has been performed in accordance with all local, State, and Federal codes. In addition, all service connections and terminations shall be coordinated with National Grid.

1.11 WEEKEND OR NIGHT WORK

- A. If it becomes necessary to perform Work at night or on Saturdays, Sundays or legal holidays, the Contractor shall submit written notice to the Owner at least ten (10) days in advance of the need for such Work and approval from the Owner and/or Owner's Representative. Contractor shall provide personnel to monitor the Site entrance. Work at night is subject to review by the Owner and is not guaranteed. If approved, Work at night may be subject to Owner provided conditions.
- B. The Contractor may be responsible for covering the costs of all personnel provided by the Owner and/or Owner's Representative.
- C. Good lighting and all other necessary facilities for carrying out and observing the Work shall be provided and maintained where such Work is being performed at night.
- D. Any extension of hours beyond an eight (8) hour day shall be subject to the Contractor recovery approval for the New York State Department of Labor.
- E. Weekend Work may be allowed, but is not guaranteed, by the Owner. Hours of operation will be established at the Pre-Construction Meeting.

1.12 MAINTENANCE OF TRAFFIC

- A. The Contractor shall use the Site Access Road, at 5158 Ley Creek Drive, located off 7th N Street, Liverpool, NY. The entrance is located approximately 0.2 miles east of intersection of Interstate 81 and 7th N Street.
- B. The Contractor shall provide flagmen as necessary during the delivery or retrieval of construction equipment and materials at no additional cost to the Owner.

1.13 SPECIFICATION CONVENTIONS

- A. These Technical Specifications are written in imperative mood and streamlined form. This imperative language is directed to Contractor unless specifically noted otherwise.

The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 20 00

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Testing and Inspection.
- B. Schedule of Values.
- C. Application for Payment.
- D. Change Procedures.
- E. Defect Assessment.
- F. Alternates.

1.2 RELATED SECTIONS

- A. All Divisions and Sections referenced in this Section.
- B. Division 00 – Procurement and Contracting Requirements

1.3 TESTING AND INSPECTION

- A. Costs borne by the Contractor (*as applicable*) and to be included in Division 01 - General Requirements, as summarized in Section 01 10 00 – Summary of Work, and further detailed within the remainder of the Contract Documents:
 - 1. Cost of engaging testing and inspecting agency.
 - 2. Execution of tests and inspecting.
 - 3. Reporting results.
 - 4. Costs of incidental labor and facilities required to assist testing or inspecting agency.
 - 5. Costs of testing services used by Contractor separate from Contract Document requirements.
 - 6. Costs of retesting upon failure of previous tests as determined by Engineer.

1.4 SCHEDULE OF VALUES

- A. Submit printed schedule on AIA G703 - Continuation Sheet for G702.
- B. Submit Schedule of Values in duplicate within fifteen (15) days after date of commencement of Contract.
- C. Format: Use the line items from the Bid Form. Identify each line item with Item # consistent with Bid Form and Section 01 10 00 – Summary of Work.
- D. Include in each line item the amount of allowances as specified in this Section.
- E. Revise Schedule of Values to list approved Change Orders with each Application for Payment.

1.5 APPLICATION FOR PAYMENT

- A. Submit one (1) original and two (2) copies of each of the following in accordance with requirements of Division 00 – Procurement and Contracting Requirements, as applicable:
 - 1. Application for Payment on AIA G702.
 - 2. Continuation Sheet for G702 (*if required*).
 - 3. Application and Certificate for Payment on AIA G703.
 - 4. Certified payrolls.
- B. Content and Format: Use Schedule of Values for listing items in Application for Payment.
- C. Submit updated Construction Progress Schedule with each Application for Payment.
- D. Payment Period: Submit at intervals specified in Division 00 – Procurement and Contracting Requirements.
- E. Submit Submittals with transmittal letter as specified in Section 01 33 00 – Submittal Procedures.
- F. Substantiating Data: When Owner or Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
 - 1. Current construction photographs specified in Section 01 33 00 – Submittal Procedures.

2. Partial release of liens from major Subcontractors and vendors.
3. Record Documents as specified in Section 01 70 00 – Execution and Closeout Requirements, for review by Owner, which will be returned to Contractor.
4. Affidavits attesting to off-site stored products.
5. Construction Progress Schedule, revised and current as specified in Section 01 32 16 – Construction Progress Schedule.

1.6 CHANGE PROCEDURES

- A. See Division 00 – Procurement and Contracting Requirements
- B. Document requested substitutions according to Section 01 25 00 – Substitution Procedures.

1.7 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements in accordance with Division 00 – Procurement and Contracting Requirements.
- B. If, in the opinion of Engineer, it is not practical to remove and replace the Work, Engineer will direct appropriate remedy or adjust payment.
- C. Individual Technical Specifications Sections may modify these options or may identify specific formula or percentage sum/price reduction.
- D. Authority of Engineer and/or Owner to assess defects and identify payment adjustments is final.
- E. Payment will not be made for rejected products for any of the following reasons:
 1. Products wasted or disposed of in a manner that is not acceptable.
 2. Products determined as unacceptable before or after placement.
 3. Products not completely unloaded from transporting vehicle.
 4. Products placed beyond lines and levels of the required Work.
 5. Products remaining on hand after completion of the Work.

1.8 ALTERNATES

- A. Alternates quoted on Bid Form will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Contract. The Contract may identify certain Alternates to remain an Owner option for a stipulated period of time.
- B. Coordinate related Work and modify surrounding Work. Description for each Alternate is recognized to be abbreviated but requires that each change shall be complete for scope of Work affected.
 - 1. Coordinate related requirements among Technical Specifications Sections as required.
 - 2. Include as part of each Alternate: Miscellaneous devices, appurtenances, and similar items incidental to or necessary for complete installation.
 - 3. Coordinate Alternate with adjacent Work and modify or adjust as necessary to ensure integration.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 25 00
SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality Assurance.
- B. Product Options.
- C. Product Substitution Procedures.
- D. Installer Substitution Procedures.

1.2 RELATED SECTIONS

- A. All Divisions and Sections referenced in this Section.
- B. Division 00 - Procurement and Contracting Requirements
- C. Section 01 20 00 – Price and Payment Procedures
- D. Section 01 33 00 – Submittal Procedures
- E. Section 01 40 00 – Quality Requirements
- F. Section 01 60 00 – Product Requirements
- G. Section 01 70 00 – Execution and Closeout Requirements
- H. Section 01 90 00 – Reference Standards

1.3 QUALITY ASSURANCE

- A. Contract is based on products and standards established in Contract Documents without consideration of proposed substitutions.
- B. Products specified define standard of quality, type, function, dimension, appearance, and performance required.
- C. Substitution Proposals: Permitted for specified products except where specified otherwise. Do not substitute products unless substitution has been accepted and approved in writing by Owner and Engineer.

1.4 PRODUCT OPTIONS

- A. See Section 01 60 00 - Product Requirements.

1.5 PRODUCT SUBSTITUTION PROCEDURES

- A. Contractor shall submit requests for substitutions in a timely manner to allow for appropriate review by the Engineer and Owner.
- B. Substitutions may be considered when a product becomes unavailable through no fault of Contractor; when another product is deemed to offer a performance advantage compared to the specified product; or when another product is deemed to offer equivalent performance to the specified product but at a savings in cost and/or schedule to the Owner.
- C. Document each request with complete data, substantiating compliance of proposed substitution with Contract Documents, including:
 - 1. Reason for the proposed substitution.
 - 2. Manufacturer's name and address, product, trade name, model, or catalog number, performance and test data, and reference standards.
 - 3. Itemized point-by-point comparison of proposed substitution with specified product, listing variations in quality, performance, and other pertinent characteristics.
 - 4. Reference to article and paragraph numbers in relevant Technical Specifications Section.
 - 5. Cost data comparing proposed substitution with specified product and amount of net change to Contract Sum.
 - 6. Changes required in other Work.
 - 7. Availability of maintenance service and source of replacement parts as applicable.
 - 8. Certified test data to show compliance with performance characteristics specified.
 - 9. Samples when applicable or requested.
 - 10. Other information as necessary to assist Engineer's evaluation.
- D. A request constitutes a representation that Contractor:
 - 1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product. The Contractor shall furnish in writing along with their request, a detailed comparison of the substituted product to the specified product

showing the substituted product's ability to meet or exceed all performance criteria of the originally specified product.

2. Will provide same Warranty for Substitution as for specified product.
 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 4. Waives claims for additional costs or time extension relating to use of proposed product that may subsequently become apparent.
 5. Will coordinate installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
 6. Will reimburse Owner and Engineer for review or redesign services associated with reapproval by authorities having jurisdiction.
- E. Substitution will not be considered unless all conditions in Paragraphs C and D above are met and included within a Request for Substitution.
- F. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data Submittals without separate written request or when acceptance will require revision to Contract Documents.
- G. Substitution Submittal procedure:
1. Submit three (3) hard copies or one (1) electronically of Request for Substitution for consideration. Limit each request to one (1) proposed Substitution.
 2. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on the Contractor.
 3. Engineer will notify Contractor in writing of decision to accept or reject request.

1.6 INSTALLER SUBSTITUTION PROCEDURES

- A. Contractor shall submit Requests for Substitutions in a timely manner to allow for appropriate review by the Engineer.
- B. Document each request with:
1. Reason for the proposed Substitution.
 2. Installer's qualifications.
 3. Installer's experience in Work similar to that specified.

4. Other information as necessary to assist Engineer's evaluation.

C. Substitution Submittal Procedure:

1. Submit three (3) hard copies or one (1) electronically of Request for Substitution for consideration. Limit each request to one (1) proposed substitution.
2. Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Contractor Coordination and Project Conditions.
- B. Pre-construction Meeting.
- C. Site Mobilization Meeting.
- D. Construction Progress Meetings.
- E. Pre-installation Meetings.
- F. Closeout Meeting

1.2 RELATED SECTIONS

- A. All Divisions and Sections referenced in this Section
- B. Division 00 - Procurement and Contracting Requirements
- C. Section 01 70 00 – Execution and Closeout Requirements

1.3 CONTRACTOR COORDINATION AND PROJECT CONDITIONS

- A. Contract Administrator: See Division 00 - Procurement and Contracting Requirements.
- B. Engineer: See Division 00 - Procurement and Contracting Requirements.
- C. Owner: Division 00 - Procurement and Contracting Requirements.
- D. Coordinate Scheduling, Submittals, and Work of various Sections of Project to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- E. Verify that requirements and characteristics of installed equipment are compatible with utilities. Coordinate Work of various Sections having interdependent responsibilities for installing, connecting to, and placing installed equipment in service.
- F. Coordinate space requirements, supports, sequence, and installation of site, structural, mechanical, electrical, and plumbing Work indicated diagrammatically on Demolition & Site Restoration Plans. Follow routing shown for pipes and conduit as closely as

practical; place runs parallel with lines of structures unless depicted otherwise. Use spaces efficiently to maximize accessibility for other installations (*whether present or future*), for maintenance, and for repairs.

1. Coordination Drawings: Prepare as required to coordinate all portions of Work. Show relationship and integration of different construction elements that require coordination during fabrication or installation to fit in space provided or to function as intended. Indicate locations where space is limited for installation and access and where sequencing and coordination of installations are important.
- G. Coordination Meetings: In addition to other meetings specified in this Section, hold Coordination Meetings with personnel and Subcontractors to ensure coordination of Work.
- H. Coordinate locations of signage, equipment, operators/switches, fixtures and outlets with Owner, Engineer, and Subcontractors to ensure robust, future operations as a solid waste transfer station and accommodation of finish elements.
- I. Coordinate completion and clean-up of Work of separate Sections in preparation for substantial completion and for portions of Work designated for Owner's partial occupancy and for portions of Work designated for Owner's occupancy.
- J. After Owner's occupancy of premises, coordinate access to Site for correction of defective Work and Work not complying with Contract Documents, to minimize disruption of Owner's activities.

1.4 PRE-CONSTRUCTION MEETING

- A. Contract Administrator will schedule and preside over meeting after notice of award.
- B. Attendance required by Engineer, Owner, and Contractor.
- C. Minimum agenda:
 1. Distribution of Contract Documents.
 2. Contractor submission of List of Subcontractors, List of Products, Preliminary List of Proposed Submittals, Schedule of Values, and Construction Progress Schedule.
 3. Designation of personnel representing parties in Contract and Engineer.
 4. Communication procedures.
 5. Procedures and processing of requests for interpretations, field decisions, field orders, Submittals, Substitutions, Applications for Payments, Proposed Change

Order Requests, Change Orders, Construction Change Directives and Contract Closeout procedures.

6. Confirmation of Survey Reference Points and Site Control Datum.

7. Construction Progress Scheduling.

8. Critical Work sequencing.

D. Contract Administrator will record minutes and distribute copies to participants within five (5) weekdays after meeting.

1.5 SITE MOBILIZATION MEETING

A. Contract Administrator will schedule and preside over the meeting at the Site prior to Contractor occupancy.

B. Attendance required by Engineer, Owner, Contractor, Contractor's Superintendent/Foreman, and major Subcontractors.

C. Minimum agenda:

1. Use of premises by Owner and Contractor.

2. Owner's requirements and partial occupancy (*if required*).

3. Construction facilities and controls provided by Owner.

4. Temporary utilities provided by Contractor.

5. Survey layout.

6. Construction certification requirements.

7. Security and housekeeping procedures.

8. Contractor submission of Final List of Submittals.

9. Schedules.

10. Procedures for Quality Assurance Testing, including both source and field quality control.

11. Owner submission of a List of Tests and Inspections and subsequent Record Documents required by the Authorities Having Jurisdiction.

12. Procedures for maintaining Record Documents.

13. Requirements for startup of equipment (*if required*).

14. Inspection and acceptance of equipment put into service during construction period (*if required*).

D. Contract Administrator will record minutes and distribute to participants within five (5) weekdays after meeting.

1.6 CONSTRUCTION PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at maximum every other week intervals.

B. Contract Administrator will make arrangements for meetings, prepare agenda with copies for participants, and preside over meetings.

C. Attendance required by Contractor's Superintendent/Foreman, major Subcontractors, Engineer, and Owner, as appropriate to agenda topics for each meeting.

D. Minimum agenda:

1. Review minutes of previous meetings.

2. Review of Work progress.

3. Maintenance of Record Documents

4. Field observations, problems, and decisions.

5. Identification of problems impeding planned progress.

6. Review of Submittal schedule and status of Submittals.

7. Review of off-site fabrication and delivery schedules.

8. Maintenance of Construction Progress Schedule.

9. Corrective measures, as necessary, to regain projected schedules.

10. Planned progress during succeeding Work period.

11. Coordination of projected progress.

12. Inspections by Authorities Having Jurisdiction.

13. Maintenance of quality and Work standards.

- 14. Effect of proposed changes on Construction Progress Schedule and coordination.
- 15. Other business relating to Work.
- E. Contract Administrator will record minutes and distribute to participants within five (5) weekdays after meeting.

1.7 PRE-INSTALLATION MEETINGS

- A. When required in individual Technical Specifications Sections, Contractor to convene Pre-installation Meeting(s) at Site before starting Work of specific Section.
- B. Require attendance of parties directly affecting, or affected by, Work of specific Section.
- C. Notify Owner and Engineer five (5) Working Days in advance of meeting date.
- D. Contractor to prepare agenda and preside over meeting:
 - 1. Review conditions of installation, preparation, and installation procedures.
 - 2. Review coordination with related Work.
- E. Contract Administrator will record minutes and distribute to participants within five (5) Working Days after meeting.

1.8 CLOSEOUT MEETING

- A. Contractor to schedule Project Closeout Meeting with sufficient time to prepare for requesting substantial completion.
- B. Attendance required by Contractor's Superintendent/Foreman, major Subcontractors, Engineer, Owner, and others appropriate to agenda.
- C. Notify Contract Administrator five (5) Working Days in advance of meeting date.
- D. Minimum agenda:
 - 1. Start-up of facilities and systems (*if required*).
 - 2. Operations and maintenance manuals (*if required*).
 - 3. Testing, adjusting, and balancing (*if required*).
 - 4. System demonstration and observation (*if required*).
 - 5. Operation and maintenance instructions for Owner's personnel (*if required*).

6. Contractor's inspection of Work.
 7. Contractor's preparation of an Initial Punch List.
 8. Procedure to request Engineer inspection to determine date of substantial completion.
 9. Completion time for correcting deficiencies.
 10. Inspections by Authorities Having Jurisdiction.
 11. Certificate of Occupancy (*if needed*) and transfer of insurance responsibilities.
 12. Final Cleaning.
 13. Preparation for final inspection of construction.
 14. Closeout Submittals:
 - a. Project Record Documents, including Record As-built Survey and Record Drawings.
 - b. Operating and maintenance documents.
 - c. Operating and maintenance materials.
 - d. Affidavits.
- E. Contract Administrator will record minutes and distribute to participants within five (5) weekdays after meeting.

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION – Not Used

END OF SECTION

SECTION 01 32 16

CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittals.
- B. Quality Assurance.
- C. Format for Construction Progress Schedule.
- D. Construction Progress Schedule.
- E. Review and Evaluation.
- F. Updating Schedules.
- G. Distribution.

1.2 RELATED SECTIONS

- A. All Divisions and Sections referenced in this Section
- B. Division 00 - Procurement and Contracting Requirements
- C. Section 01 30 00 – Administrative Requirements
- D. Section 01 33 00 – Submittal Procedures

1.3 SUBMITTALS

- A. Within ten (10) Working Days of the Pre-construction Meeting and prior to the Site Mobilization Meeting, submit proposed preliminary network diagram defining planned operations for the completion of Work and date of substantial completion.
- B. Participate in review of preliminary and complete network diagrams jointly with Engineer.
- C. Within five (5) Working Days of joint review, submit written certification that major Subcontractors have reviewed and accepted proposed schedule along with a complete Construction Progress Schedule consisting of network diagrams and mathematical analyses (*as required*).
- D. Submit updated Construction Progress Schedules at each Construction Progress Meeting.

- E. Submit number of opaque reproductions Contractor requires, plus two (2) copies Engineer will retain.
- F. Submit Construction Progress Schedules under transmittal letter form specified in Section 01 33 00 - Submittal Procedures.
- G. Construction Progress Schedule updates:
 - 1. Overall percent complete, projected and actual.
 - 2. Completion progress by listed activity and subactivity, to within five (5) Working Days prior to submittal.
 - 3. Changes in Work scope and activities modified since submittal.
 - 4. Delays in Submittals or Resubmittals, deliveries, or Work.
 - 5. Adjusted or modified sequences of Work.
 - 6. Other identifiable changes.
 - 7. Revised projections of progress and completion.
- H. Narrative Progress Report:
 - 1. Submit with each submission of Construction Progress Schedule.
 - 2. Summary of Work completed during the past period between Reports.
 - 3. Work planned during the next period.
 - 4. Explanation of differences between summary of Work completed and Work planned in previously submitted Narrative Progress Report.
 - 5. Current and anticipated delaying factors and estimated impact on other activities and completion milestones.
 - 6. Corrective action taken or proposed.

1.4 QUALITY ASSURANCE

- A. Scheduler: Contractor's personnel specializing in critical path method (CPM) scheduling with three (3) years' minimum experience in scheduling construction work of complexity comparable to the Project and having use of computer facilities capable of delivering detailed graphic printout within forty-eight (48) hours of request.

- B. Contractor's Administrative Personnel: three (3) years' minimum experience in using and monitoring CPM schedules on comparable Projects.

1.5 FORMAT FOR CONSTRUCTION PROGRESS SCHEDULE

- A. Listings: Reading from left to right, in ascending order for each activity. Identify each activity with applicable Technical Specification Section number.
- B. Diagram sheet size: 24 inches high x 36 inches wide (*maximum or that required to render elements legible when printed*).
- C. Scale and spacing: To allow for notations and revisions.

1.6 CONSTRUCTION PROGRESS SCHEDULE

- A. Prepare Construction Progress Schedule diagrams and supporting mathematical analyses (*as required*) using CPM.
- B. Illustrate order and interdependence of activities and sequence of Work; how start of given activity depends on completion of preceding activities, and how completion of activity may restrain start of subsequent activities.
- C. Illustrate complete sequence of construction by activity, identifying Work of separate stages. Indicate dates for submittals, including dates for Owner-furnished items, and return of Submittals; dates for procurement and delivery of critical products; and dates for installation and provision for testing. Include legend for symbols and abbreviations used.
- D. Mathematical analysis: Tabulate each activity of detailed network diagrams using calendar dates, and identify for each activity:
 - 1. Preceding and following event numbers.
 - 2. Activity description.
 - 3. Estimated duration of activity, in maximum fifteen (15) day intervals.
 - 4. Status of critical activities.
 - 5. Earliest start date.
 - 6. Earliest finish date.
 - 7. Actual start date.
 - 8. Actual finish date.

9. Latest start date.
 10. Latest finish date.
 11. Total and free float; accrue float time to Owner and to Owner's benefit.
 12. Monetary value of activity, keyed to Schedule of Values.
 13. Percentage of activity completed.
 14. Responsibility.
- E. Analysis program: Capable of compiling monetary value of completed and partially completed activities, of accepting revised completion dates, and of recomputing of scheduled dates and float.
- F. Required sorts: List activities in sorts or groups:
1. By preceding Work item or event number from lowest to highest.
 2. By longest float, then in order of early start.
 3. By responsibility in order of earliest possible start date.
 4. In order of latest allowable start dates.
 5. In order of latest allowable finish dates.
 6. Contractor's periodic payment request sorted by specification sections.
 7. List of basic input data-generating report.
 8. List of activities on critical path.
- G. Prepare subschedules for each stage of Work and sequencing of Construction Plan identified in Section 01 10 00 – Summary of Work.
- H. Coordinate contents with Schedule of Values in Section 01 33 00 – Submittal Procedures.

1.7 REVIEW AND EVALUATION

- A. Participate in joint review and evaluation of schedules with Engineer at each Submittal.
- B. Evaluate Project status to determine Work behind schedule and Work ahead of schedule.
- C. After review, revise schedules incorporating results of review, and resubmit at the next Construction Progress Meeting.

1.8 UPDATING SCHEDULES

- A. Maintain Construction Progress Schedule to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity. Update Construction Progress Schedule to depict current status of Work.
- C. Identify activities modified since previous Submittal, major changes in Work, and other identifiable changes.
- D. Upon approval of a Change Order, include the change in the next Construction Progress Schedule Submittal.
- E. Indicate changes required to maintain date of substantial completion.
- F. Submit sorts as required to support recommended changes.
- G. Prepare Narrative Report to define problem areas, anticipated delays, and impact on Construction Progress Schedule. Report corrective action taken or proposed and its effect including effects of changes on schedules of separate Subcontractors.

1.9 DISTRIBUTION

- A. Following joint review, distribute copies of updated Construction Progress Schedule to Contractor's Project Site file, to Subcontractors, suppliers, Engineer, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 32 23
SURVEY AND LAYOUT DATA

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality Control.
- B. Submittals.
- C. Project Record Documents.
- D. Survey Reference Points.
- E. Survey Requirements.

1.2 RELATED SECTIONS

- A. All Divisions and Sections referenced in this Section
- B. Division 00 - Procurement and Contracting Requirements
- C. Section 01 33 00 – Submittal Procedures
- D. Section 01 70 00 – Execution and Closeout Requirements

1.3 QUALITY CONTROL

- A. The Contractor shall employ a Land Surveyor licensed and registered in the State of New York and acceptable to Owner and Engineer.
- B. All survey and layout Work shall be performed by or under the direct supervision of the Land Surveyor.

1.4 SUBMITTALS

- A. Submit name, address, telephone number, license, and current registration of Contractor's Land Surveyor to the Contract Administrator before starting any survey or layout Work.
- B. On request, submit documentation verifying accuracy of survey Work.
- C. Submit a minimum of two (2) prints of Final As-Built Survey(s) in paper format along with the electronic (AutoCAD) file(s) following completion of Work. Final As-Built Survey(s) shall be stamped and signed by the Land Surveyor and shall attest that the elevations and locations of the Work are in conformance with Contract Documents.

1.5 PROJECT RECORD DOCUMENTS

- A. Maintain a complete and accurate log of control and survey Work as it progresses.
- B. Submit Project Record Documents under provisions of 01 70 00 – Execution and Closeout Requirements.

1.6 SURVEY REFERENCE POINTS

- A. Contractor to locate and protect survey control and reference points outside the limits of Work.
- B. Horizontal control datum for survey shall match that utilized in existing site Topographic Survey (Attachment 2), which is assumed to be North American Datum of 1983 (NAD 83) tied to control points established on Site. Horizontal control datum to be confirmed by the Owner at the Pre-Construction Meeting.
- C. Vertical control datum for survey is North American Vertical Datum of 1988 (NAVD 88) tied to control points established on Site.
- D. Protect survey control points prior to starting Work; preserve permanent reference points during construction.
- E. Promptly report to Owner and Engineer the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- F. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Owner and Engineer.

1.7 SURVEY REQUIREMENTS

- A. The Contractor's Land Surveyor shall install and maintain construction stakes as necessary to accurately locate planimetrically and vertically buildings/structures, utilities, pavement edges, retaining walls, and all other proposed site features.
- B. All Work under this Contract shall be constructed in accordance with the lines and grades shown on the Demolition & Site Restoration Plans or as directed by the Engineer. The Owner will provide control points with appropriate horizontal and vertical control. The Contractor shall provide such materials as templates, stakes, ranges, spikes, nails and boards, etc. and give such assistance as may be required. Elevation of existing ground, structures and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and, therefore, presented only as approximations. Any error or apparent discrepancy in the data shown, or omissions of data required for accurately accomplishing the stakeout survey shall be referred immediately to the Engineer for interpretation or correction.

C. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:

1. The Contractor shall survey the horizontal and vertical location of all Piles and Pile Caps encountered during the Work.
2. The Contractor shall survey the horizontal and vertical terminus point of all underground utilities abandoned and capped at the Site or remaining in place within the Limit of Disturbance.
3. The Contractor shall utilize a grid system for purpose of determining cut and fill quantities, locating Work and testing by Contractor and preparing Record Drawings.
4. The Contractor shall establish the ground elevations within the Project area before and after excavation and final grade elevations after applicable surface restoration has occurred. The "Topographic Survey, Ley Creek OCRRA Site, Part of Lot No. 17, Town of Salina, Onondaga County, New York", dated June 29, 2022, last updated December 2022, prepared by Ianuzi & Romans Land Surveying, P.C. of North Syracuse, New York may be used to document ground elevations within the project area prior to the start of Work.
5. The Contractor shall furnish the Record Drawings as identified in Section 01 70 00 - Execution and Closeout Requirements.
6. The Contractor shall provide sufficient survey to verify quantities as requested by Owner or Engineer.

D. Periodically verify layouts by same means.

E. Maintain a complete and accurate log of control and survey Work as it progresses.

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION – Not Used

END OF SECTION

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. General Submittal Requirements.
- B. Product Data Submittals.
- C. Shop Drawing Submittals.
- D. Samples.
- E. Other Submittals.
- F. Certified Shop Test Reports.
- G. Test Reports.
- H. Certificates.
- I. Manufacturer's Instructions.
- J. Manufacturer's Field Reports.
- K. Erection Drawings.
- L. Construction Photographs.
- M. Contractor Review.
- N. Engineer Review.
- O. Reliance on Electronic CAD Files of Construction Plans.

1.2 RELATED SECTIONS

- A. All Divisions and Sections referenced in this Section
- B. Division 00 - Procurement and Contracting Requirements
- C. Section 01 20 00 – Price and Payment Procedures
- D. Section 01 25 00 – Substitution Procedures
- E. Section 01 30 00 – Administrative Requirements
- F. Section 01 32 16 – Construction Progress Schedule
- G. Section 01 40 00 – Quality Requirements
- H. Section 01 50 00 – Temporary Facilities and Controls
- I. Section 01 70 00 – Execution and Closeout Requirements
- J. Section 01 90 00 – Reference Standards

1.3 GENERAL SUBMITTAL REQUIREMENTS

- A. The Contractor shall prepare a Preliminary List of Proposed Submittals which will be provided to the Engineer for review and approval at the Pre-construction Meeting, prior to the commencement of Work. Shop Drawings for all materials, products, and fabrications included on the approved, Final List of Submittals, provided to the Engineer at the Site Mobilization Meeting, shall be submitted to the Engineer for review and approval. The Final List of Submittals shall identify each Submittal with a unique identification code and the reference in the Technical Specifications which require the Submittal. The Final List of Submittals shall contain spaces to insert the following information:
 - 1. Anticipated and actual date when Submittals will be/were transmitted to Engineer for review.
 - 2. Date on which Submittals are returned by Engineer.
 - 3. Subsequent dates of transmittal and returns for Submittals requiring revision or resubmission, as appropriate.
 - 4. Status of Submittal (*i.e., Accepted, Accepted as Noted, Revise and Resubmit, or Rejected*) based on Engineer's latest review.
- B. The Contractor shall maintain an updated Final List of Submittals to identify the status of Submittals and shall bring the current list to Construction Progress Meetings and

transmitted to the Engineer upon request. Receipt of the updated Final List of Submittals shall also be a prerequisite to any partial estimate made for items for which Submittals are required.

- C. Transmit each Submittal with AIA G810 - Transmittal Letter.
- D. Each transmittal form shall indicate unique identification code from the Final List of Submittals. Mark revised Submittals with original number and sequential alphabetic suffix.
- E. Apply Contractor's stamp, signed or initialed, certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is according to requirements of the Work and Contract Documents.
- F. Submit number of copies Contractor requires, plus one (1) electronic copy to the Engineer and one (1) electronic copy to the Owner.
- G. Each Submittal shall have a space for the Engineer's stamp. The space shall be at least 3-1/2 inches wide by 5 inches high.
- H. Schedule Submittals to expedite project and email a PDF file to Engineer at email address and/or cloud-based file sharing platform (e.g. *SharePoint, etc.*) provided at the Pre-construction Meeting. Coordinate submission of related items.
- I. Identify variations in Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
- J. Complete Submittals for each item are required. Delays resulting from incomplete Submittals are not the responsibility of the Engineer.
- K. Allow ten (10) business days for Engineer's review of each Submittal, starting from the date the Submittal is received by the Engineer.
- L. After review, produce copies and distribute according to "Submittal Procedures" Article and for Record Documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.4 PRODUCT DATA SUBMITTALS

- A. Submit to Engineer for review for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

- C. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances (*as required*).

1.5 SHOP DRAWINGS SUBMITTALS

- A. Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. The Contractor, on approval from the Engineer, may submit manufacturer's literature as a substitute for, or supplement to, the Shop Drawings. The minimum size for any submission shall be 8½ inches by 11 inches, and the maximum size shall not exceed 24 inches by 36 inches.
- C. Shop Drawings or printed matter shall give all dimensions and sizes to enable the Engineer to pass on the suitability of the material or layout for the purpose intended. The Shop Drawings shall, where needed for clarity, include outline and sectional views, and detailed working dimensions and designations of the kind of materials and kinds of machine work and finishes required. Shop Drawings for submission shall be coordinated by the Contractor with Shop Drawings previously submitted, with Shop Drawings being prepared, and with the design and function of any equipment or structure.
- D. If the Shop Drawings show variances from the requirements of the Contract Documents because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in the Transmittal Letter in order that, if acceptable, suitable action may be taken for proper adjustment; otherwise the Contractor will not be relieved of the responsibility for executing the Work in accordance with the Contract Documents even though such Shop Drawings have been accepted by the Engineer.
- E. When required by individual Technical Specification Sections, provide Shop Drawings signed and sealed by a professional Engineer licensed in the State of New York responsible for designing components shown on Shop Drawings.
 - 1. Include signed and sealed calculations to support design.
 - 2. Submit Shop Drawings and calculations in form suitable for submission to and approval by Authorities Having Jurisdiction.
- F. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances (*as required*).
- G. Material shall not be purchased or fabricated for equipment or structures until the Engineer has reviewed the Shop Drawings, which shall represent all materials and Work involved in the construction. No materials or equipment for which a Submittal of a Shop

Drawing is required shall be delivered to the Site unless they are in conformance with the Shop Drawings which have been "Accepted" or "Accepted as Noted."

- H. Work shall not be done upon any part of a structure, the design or construction of which is dependent upon the design of equipment or other features, for which approval is required, until such approval has been received from the Engineer.
- I. For all major construction items, essential for the operation of the facility, Shop Drawing, Samples and Other Submittals shall be submitted to the Engineer sufficiently in advance of construction of each item to afford adequate time for review and revisions if necessary.

1.6 SAMPLES

- A. Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Samples for selection as specified in Product Sections:
 - 1. Submit to Engineer for aesthetic, color, and finish selection.
 - 2. Submit Samples of finishes, textures, and patterns for Engineer selection.
- C. Submit Samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Coordinate Sample Submittals for interfacing Work.
- D. Include identification on each Sample, with full Project information.
- E. Submit number of Samples specified in individual Technical Specification Sections; Engineer will retain one (1) Sample.
- F. Reviewed Samples that may be used in the Work are indicated in individual Technical Specification Sections.
- G. Samples will not be used for testing purposes unless specifically stated in Technical Specification Section.
- H. After review, produce copies and distribute according to "Submittal Procedures" Article and for Record Documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.7 OTHER SUBMITTALS

- A. Closeout Submittals: Comply with Section 01 70 00 - Execution and Closeout Requirements.

- B. Submit information for assessing conformance with information given and design concept expressed in Contract Documents.

1.8 CERTIFIED SHOP TEST REPORTS

- A. Each piece of equipment for which pressure, duty, capacity, rating, efficiency, performance, function or special requirements are specified shall be tested in the shop of the manufacturer in a manner which shall conclusively prove that its characteristics comply fully with the requirements of the Contract Documents. Tests shall be conducted in accordance with the test codes of the ASME, NEMA, ASTM, and other applicable standards.
- B. Equipment shall not be shipped to the Work until the Engineer notified the Contractor in writing that the results of the shop tests are acceptable.
- C. When the Technical Specifications require witness shop tests at the point of manufacture, the only tests which will be accepted are those made in the presence of the Engineer or their representative. The Contractor shall give the Engineer written notice ten (10) business days in advance of the time when the equipment will be ready for the witness shop tests, or as required by the Technical Specifications. This notification shall include a diagram of the testing setup and a list of the instruments the manufacturer proposes to use for the tests. All instruments shall be ranges suitable for the quantities to be measured, with approved laboratory calibration. Five (5) copies of the witness shop test data and interpreted results thereof, accompanied by a certificate of authenticity sworn to by a responsible official of the manufacturing company, shall be forwarded to the Engineer.

1.9 TEST REPORTS

- A. Submit test reports for assessing conformance with performance requirements contained in the Contract Documents.

1.10 CERTIFICATES

- A. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- B. Certificates may be recent or previous test results on material or product but must be acceptable to Engineer.

1.11 MANUFACTURER'S INSTRUCTIONS

- A. Submit printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing, to Engineer in quantities specified for product data.

- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.12 MANUFACTURER'S FIELD REPORTS

- A. Submit reports within five (5) business days of observation for assessing conformance with information given and design concept expressed in Contract Documents.

1.13 ERECTION DRAWINGS

- A. Submit drawings for information assessing conformance with information given and design concept expressed in Contract Documents.
- B. Data indicating inappropriate or unacceptable Work may be subject to action by Engineer or Owner.

1.14 CONSTRUCTION PHOTOGRAPHS

- A. Provide photographs of Site and for each construction element throughout progress of Work produced by an experienced photographer acceptable to Engineer.
- B. Submit photographs during Construction Progress Meetings.
- C. Take five (5) time stamped Site photographs from different locations indicating relative progress of the Work, two (2) days maximum before submitting.
- D. Take photographs as evidence of Work performed since prior Construction Progress Meeting to depict existing project conditions as follows:
 - 1. Interior views: minimum ten (10) photos (*as applicable*).
- E. Identify each print on front. Identify name of Project, Contract number orientation of view, subject of photo, date and time of view, name and address of photographer, and photographer's numbered identification of exposure.
- F. Digital Images: Deliver complete set of digital image electronic files on CD-ROM, USB Drive, or similar external storage device to Owner with Project Record Documents. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as sensor, uncropped.
 - 1. Digital Images: Uncompressed TIFF or JPEG format, produced by digital camera with minimum sensor size of 4.0 megapixels, and image resolution of not less than 1600 by 1200 pixels.
 - 2. Date and Time: Include date and time in filename for each image.

1.15 CONTRACTOR REVIEW

- A. Review for compliance with Contract Documents and approve Submittals before transmitting to Engineer.
- B. Contractor shall be responsible for:
 - 1. Determination and verification of materials including manufacturer's catalog numbers.
 - 2. Determination and verification of field measurements and field construction criteria.
 - 3. Checking and coordinating information in Submittal with requirements of Work and of Contract Documents.
 - 4. Determination of accuracy and completeness of dimensions and quantities.
 - 5. Confirmation and coordination of dimensions and field conditions at Site.
 - 6. Construction means, techniques, sequences, and procedures.
 - 7. Safety precautions.
 - 8. Coordination and performance of Work of all trades.
- C. Stamp, sign or initial, and date each Submittal to certify compliance with requirements of Contract Documents.
- D. Do not fabricate products or begin Work for which Submittals are required until approved Submittals have been received from Engineer.

1.16 ENGINEER REVIEW

- A. To reduce delays and costs, Submittals shall be made electronically (*via .PDF file format*) whenever possible to the Engineer and Owner.
- B. The Contractor shall review all Shop Drawings or literature submitted, and those submitted on behalf of Subcontractors and manufacturers, for correctness and adequacy of data prior to submitting such Shop Drawings and literature to the Engineer for approval. The Contractor shall be responsible for the prompt transmission of Submittals to the Engineer, so that there shall be no delay to the Work due to the absence of such drawings.
- C. The Engineer's review will be performed to assess conformance with the design concept of the Project and with the information given in the Contract Documents.

- D. Marked Submittals will be retained by the Engineer and the Owner and will be emailed back to, or placed on a cloud-based file sharing platform accessible by, the Contractor. Following review by the Engineer, all Submittals will be marked by the Engineer in one (1) of the following ways, all subject to Contract requirements:
1. "Accepted," which means that no exceptions are taken. Any approval by the Engineer of such, or part of such, Shop Drawings, manufacturer's literature, or other data relative to the Work or material to be furnished for the Contract shall not be construed in any way as relieving the Contractor from its responsibility for errors or omissions in the Shop Drawings or from any of its other responsibilities under the terms of the Contract, but shall be interpreted only to mean that an examination of the exhibits has been made, that no variation from the Contract requirements has been discovered, and that no criticism is offered. The Engineer's approval of a separate item shall not indicate approval of an assembly in which the item functions.
 2. "Accepted as Noted," which means that minor corrections as noted and/or indicated on the Submittal shall be made. Resubmittal is not required as long as the material for which the Submittal was made is produced, delivered, and installed as notated by the Engineer.
 3. "Revise and Resubmit," which means that major corrections are noted and/or indicated on the Submittal and resubmittal is required.
 4. "Rejected," which means that the Submittal is completely rejected and a resubmittal is required. The Contractor shall direct specific attention, in writing or on resubmittals, to revisions other than the corrections noted and/or indicated by the Engineer on previous submission.
- E. When revised for resubmission, identify changes made since previous submission.
- F. Distribute copies of reviewed Submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- G. The Contractor shall be responsible for the prompt submission of all Shop Drawings, so that there shall be no delay to the Work due to the absence of Shop Drawings.
- H. Any approval by the Engineer of a Submittal shall not be construed in any way as relieving the Contractor from its full responsibilities under the terms of the Contract, but shall be interpreted only to mean that an examination of the exhibits has been made, that no variation from the Contract requirements has been discovered, and that no criticism is offered. Approval of a separate item shall not indicate approval of an assembly in which the item functions.
- I. Do not make "Mass Submittals" to Engineer. "Mass Submittals" are defined as six (6) or more Submittals or items in one (1) day or twenty (20) or more Submittals or items in one (1) week. If "Mass Submittals" are received, Engineer's review time stated above

will be extended as necessary to perform proper review. Engineer will review "Mass Submittals" based on priority determined by Engineer after consultation with Owner and Contractor.

- J. Submittals made by Contractor that are not required by Contract Documents may be returned without action. Submittal and/or return of such non-required Submittals shall not be construed by the Contractor as an approval, unless specifically marked by the Engineer with a review stamp and disposition.
- K. Submittal approval does not authorize changes to Contract requirements unless accompanied by Change Order.
- L. Owner may withhold monies due to Contractor to cover additional costs beyond the second Submittal review.

1.17 RELIANCE ON ELECTRONIC CAD FILES OF CONSTRUCTION PLANS

- A. Electronic CAD Files of Construction Plans: May only be used to expedite production of Shop Drawings for the Project. Use for other projects or purposes is not allowed.
- B. Electronic CAD Files of Construction Plans: Distributed only under the following conditions:
 - 1. Use of CAD files is solely at receiver's risk. Engineer and Owner do not warrant accuracy of CAD files. Receiving CAD files in electronic form does not relieve receiver of responsibilities for measurements, dimensions, and quantities set forth in Contract Documents. In the event of ambiguity, discrepancy, or conflict between information in CAD files and that in Contract Documents, notify Engineer and Owner of discrepancy and use information in PDF or hard-copy Construction Plans and Technical Specifications.
 - 2. CAD files may not necessarily represent the latest Contract Documents, existing conditions, and as-built conditions. Receiver is responsible for determining and complying with these conditions and for incorporating addenda and modifications.
 - 3. User is responsible for removing information not normally provided on Shop Drawings and removing references to Contract Documents. Shop Drawings submitted with information associated with other trades or with references to Contract Documents will not be reviewed and will be immediately returned.
 - 4. Receiver shall not hold Engineer or Owner responsible for data or file clean-up required to make CAD files usable, nor for error or malfunction in translation, interpretation, or use of this electronic information.
 - 5. Receiver shall understand that, even though Engineer and Owner have computer scanning software to detect presence of computer viruses and other malware, there is

no guarantee that computer viruses or other malware are not present in files or in electronic media used to transmit CAD or PDF files.

6. Receiver shall not hold Engineer or Owner responsible for viruses or other malware or their consequences and shall hold Engineer and Owner harmless against costs, losses, or damage caused by presence of computer virus or other malware in files or media.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality Control.
- B. Tolerances.
- C. References.
- D. Labeling.
- E. Mock-up Requirements.
- F. Testing and Inspection Services Requirements.
- G. Testing and Inspection Services.
- H. Manufacturers' Field Services.

1.2 RELATED SECTIONS

- A. All Divisions and Sections referenced in this Section
- B. Division 00 - Procurement and Contracting Requirements
- C. Section 01 33 00 – Submittal Procedures
- D. Section 01 90 00 – Reference Standards

1.3 QUALITY CONTROL

- A. Contractor shall employ and pay for all services of an independent testing agency and laboratory acceptable to Owner to perform specified testing. Independent firm will perform tests, inspections, special inspections required by code, and other services specified in individual Technical Specification Sections and as required by Engineer, Owner, and Authorities Having Jurisdiction.
- B. Monitor quality control over suppliers, manufacturers, products, services, Site conditions, and workmanship, to produce Work of specified quality.

- C. Comply with specified standards as the minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- D. Perform Work using persons qualified and equipment designed and maintained to produce required and specified quality.
- E. Products, materials, and equipment may be subject to inspection by Engineer and Owner at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.
- F. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

1.4 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate or “stack”.
- B. Comply with manufacturers' recommended tolerances and tolerance requirements in reference standards. When such tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.5 REFERENCES

- A. ANSI/ASTM D3740 – Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- B. ANSI/ASTM E329 – Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction.
- C. 2020 Building Code of New York State, Chapter 17 Special Inspections and Tests.
- D. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard except when more rigid requirements are specified or are required by applicable codes.
- E. Conform to reference standard by date of issue current as of date of Contract Documents except where specific date is established by code.
- F. Obtain copies of standards and maintain on Site when required by product Technical Specifications Sections.

- G. When requirements of indicated reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- H. Neither contractual relationships, duties, or responsibilities of parties in Contract nor those of Engineer shall be altered from Contract Documents by mention or inference in reference documents.

1.6 LABELING

- A. Attach label from agency approved by Authorities Having Jurisdiction for products, assemblies, and systems required to be labeled by applicable code.
- B. Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label:
 - 1. Model number.
 - 2. Serial number.
 - 3. Performance characteristics.
- C. Manufacturer's Nameplates, Trademarks, Logos, and Other Identifying Marks on Products: Not allowed on surfaces exposed to view in public areas, interior or exterior.

1.7 MOCK-UP REQUIREMENTS

- A. Tests will be performed under provisions identified in this Section and identified in individual product Technical Specifications Sections.
- B. Assemble and erect specified or indicated items with specified or indicated attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mockups shall be comparison standard for remaining Work.
- D. Where mockup has been accepted by Engineer and is specified in product Technical Specifications Sections to be removed, remove mockup and clear area when directed to do so by Engineer.

1.8 TESTING AND INSPECTION SERVICES REQUIREMENTS

- A. Inspection – The Contractor agrees to a thorough inspection of the Work, including all labor performed and materials furnished, delivered, or intended to be used in the Work, and including manufacture, preparations and testing at such times as the Owner, Engineer, or the Authorities Having Jurisdiction desire. The Contractor shall not use any material which has not been inspected or tested and accepted. The Contractor shall keep the Engineer advised of the progress of the Work away from the Site requiring inspection

or witnessing of tests, so that arrangements may be made for inspection at the proper time.

- B. Inspection, tests, or acceptance of any material prior to shipment shall not be deemed as a final acceptance of the materials. The Engineer may inspect or require tests or analyses of any portion of the materials at any time after delivery to the Site either before or after installation, and any material which is found to be defective or which does not otherwise conform to the requirements of the Contract Documents will be rejected and shall be removed forthwith from the Site, as provided in the Contract.
- C. The performance of such inspections and acceptance of the Work by the Owner or the Engineer will in no way release the Contractor of its complete responsibility for construction means, methods and techniques, and for performing the Work in accordance with the Contract Documents.
- D. No Work shall be closed or covered up until it has been duly inspected and approved by the Engineer and/or the Authorities Having Jurisdiction. Should unapproved Work be covered, the Contractor shall, at its own expense, uncover all Work so that it can be properly inspected, properly repair and replace all such Work if found defective, and shall close or cover the approved Work according to Project requirements.
- E. Significance of Tests - Test results shall be binding on both the Contractor and the Owner, and shall be considered irrefutable evidence of compliance or non-compliance with the Technical Specification requirements, unless supplementary testing shall prove, to the satisfaction of the Engineer and the Authorities Having Jurisdiction, that the initial samples were not representative of actual conditions.
- F. Supplementary and Other Testing - Nothing shall restrict the Contractor from conducting tests they may require. If the Contractor at any time requests that the Owner consider such test results, the test reports shall be certified by an independent testing laboratory acceptable to the Owner. Testing of this nature shall be conducted at the Contractor's expense.
- G. In the event of a conflict between initial and supplementary testing to determine the acceptability of the Work with respect to Project requirements, a third set of testing shall be performed to determine the acceptability of the Work. Absent this third set of testing, the Work represented by such testing shall be considered to be nonconforming and shall be remedied to the satisfaction of the Engineer and the Authorities Having Jurisdiction and subsequently retested.

1.9 TESTING AND INSPECTION SERVICES

- A. Testing agency or laboratory will perform tests, inspections, Special Inspections required by code, and other services specified in individual Technical Specifications Sections and as required by Engineer, Owner, and Authorities Having Jurisdiction.

1. A list of the tests, inspections, and subsequent Record Documents required by the Authority Having Jurisdiction will be provided to the Contractor by the Owner during the Site Mobilization Meeting.
 2. Before starting Work, coordinate and document all testing agency and laboratory names, addresses, and telephone numbers, with the Owner prior to commencement of Work.
 3. Submit copy of report of testing laboratory facilities' inspection made by Material Measurement Laboratory of National Institute of Standards and Technology (NIST) during most recent inspection, with memorandum of remedies of deficiencies reported by inspection (*if applicable*).
 4. Employment of testing agency or laboratory shall in no way relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- B. Inspection or testing performed exclusively for the Contractor's convenience and its own quality assurance shall be the sole responsibility of the Contractor.
- C. Independent firm will perform tests, inspections, Special Inspections required by code, and other services specified in individual Technical Specifications Sections and as required by Engineer, Owner, and Authorities Having Jurisdiction.
1. Comply with requirements of GAI-LAP, ANSI/ASTM E329, and ANSI/ASTM D3740.
 2. Laboratory: Authorized to operate in State of New York.
 3. Laboratory Staff: Maintain full-time Professional Engineer or specialist on staff to review services, as required by the Contract Documents.
 4. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to National Bureau of Standards (NBS) or accepted values of natural physical constants.
 5. Laboratory Responsibilities:
 - a. Test samples of materials submitted by Contractor and/or Owner.
 - b. Provide qualified personnel. Cooperate with Engineer and Contractor in performance of services.
 - c. Perform specified inspection, sampling, and testing of products in accordance with specified standards.

- d. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - e. Promptly notify Engineer and Contractor of observed irregularities or non-conformance of Work or Products.
 - f. Perform additional inspections and tests required by Engineer.
- D. Testing, inspections, and source quality control may occur on or off Site. Perform off-site testing as required by Engineer or Owner.
- E. Laboratory Reports:
- 1. Reports shall be submitted by independent firm to Engineer, Contractor, and Authorities Having Jurisdiction, in duplicate, indicating observations and results of tests and compliance or noncompliance with Contract Documents.
 - 2. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and Technical Specifications Section.
 - f. Location in the Project.
 - g. Type of inspection or test.
 - h. Date of test.
 - i. Results of tests.
 - j. Conformance with Contract Documents.
 - 3. When requested by Engineer, provide interpretation of test results.
 - 4. Submit final report indicating correction of Work previously reported as noncompliant.
- F. Cooperate with independent firm; provide access to the Work, furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.

1. Notify Engineer and independent firm minimum of forty-eight (48) hours (*not including Saturday, Sunday, or Holidays*), prior to expected time for operations requiring inspection and testing services.
 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
 3. Provide incidental labor and facilities to provide access to Work to be tested, to obtain and handle samples at the Site or at source of products to be tested, to facilitate tests and inspections, storage and curing of test samples.
 4. Notify Engineer and laboratory a minimum of forty-eight (48) hours (*not including Saturday, Sunday, or Holidays*), prior to expected time for operations requiring inspection and testing services.
- G. Employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work according to requirements of Contract Documents.
- H. Retesting or re-inspection required because of nonconformance with specified or indicated requirements shall be performed by same independent firm on instructions from Engineer. Payment for retesting or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.
- I. Testing Agency responsibilities:
1. Test samples of mixes submitted by Contractor.
 2. Provide qualified personnel at Site. Cooperate with Engineer, the Authorities Having Jurisdiction, and Contractor in performance of services.
 3. Perform indicated sampling and testing of products according to specified standards.
 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 5. Promptly notify Engineer and Contractor of observed irregularities or nonconformance of Work or products.
 6. Perform additional tests required by Engineer and/or the Authorities Having Jurisdiction.
 7. Attend Preconstruction Meeting, Site Mobilization Meeting and Construction Progress Meetings.

J. Agency reports: After each test, promptly submit two (2) copies of report to Engineer, Contractor, and Owner. When requested by Engineer, provide interpretation of test results. Include the following:

1. Date issued.
2. Project title and number.
3. Name of inspector.
4. Date and time of sampling or inspection.
5. Identification of product and Technical Specifications Section.
6. Location in Project.
7. Type of inspection or test.
8. Date of test.
9. Results of tests.
10. Conformance with Contract Documents.

K. Limits on Testing Authority:

1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
2. Agency or laboratory may not approve or accept any portion of the Work.
3. Agency or laboratory may not assume duties of Contractor nor the Engineer.
4. Agency or laboratory has no authority to stop the Work.

1.10 MANUFACTURER'S FIELD SERVICES

- A. When specified in individual Technical Specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe Site conditions, conditions of surfaces and installation, quality of workmanship, startup of equipment, testing, adjusting, and balancing of equipment commissioning, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Engineer thirty (30) days in advance of required observations. Observer is subject to approval of Engineer.

- C. Report observations and Site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.
- D. Refer to Section 01 33 00 – Submittal Procedures, "Manufacturer's Field Reports" Article.

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION – Not Used

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. References.
- B. Applicable Regulations.
- C. Temporary Utilities:
 - 1. Temporary Electricity.
 - 2. Temporary Heating.
 - 3. Temporary Cooling.
 - 4. Temporary Ventilation.
 - 5. Temporary Communication Services.
 - 6. Temporary Water Service.
 - 7. Temporary Sanitary Facilities.
- D. Construction Facilities:
 - 1. First Aid Facilities and Accidents.
 - 2. Field Offices and Sheds.
 - 3. Vehicular Access.
 - 4. Parking.
 - 5. Progress Cleaning and Waste Removal.
 - 6. Traffic Regulation.
 - 7. Security.
- E. Soil Erosion and Sediment Control.
- F. Materials.

- G. Protection of Land Resources.
- H. Protection of Water Resources.
- I. Protection of Fish and Wildlife.
- J. Maintenance.
- K. Dust Control.
- L. Noise Control.
- M. Water Control.
- N. Pest and Rodent Control.
- O. Pollution Control.
- P. Removal of Utilities, Facilities, and Controls.

1.2 RELATED SECTIONS

- A. All Divisions and Sections referenced in this Section
- B. Division 00 – Procurement and Contracting Requirements
- C. Section 01 70 00 – General Conditions
- D. Section 01 50 01 – Health and Safety Provisions

1.3 REFERENCES

- A. Not used.

1.4 APPLICABLE REGULATIONS

- A. In order to prevent environmental pollution and to provide for environmental protection arising from construction activities related to the performance of this Contract, the Contractor and Subcontractors shall comply with all applicable Federal, State, and local laws and regulations concerning environmental protection, as well as the specific requirements in this Section and elsewhere in the Technical Specifications.

1.5 TEMPORARY ELECTRICITY

- A. The Contractor shall be responsible for providing temporary portable electric power or electric utility service for construction. Contractor shall coordinate requirements of other

Subcontractors, arrange for payments, and contact the electric utility (*as necessary*) to provide the service for the temporary power.

- B. If temporary electric utility service will be supplied by a local utility provider, either at the request of the Owner or option of the Contractor, the Contractor shall install a meter and pay for all expenses for electrical service used during the course of the Work.

1.6 TEMPORARY HEATING

- A. It is the responsibility of the Contractor to provide any temporary heat services required during the course of construction including fuel and electric to protect installed materials, equipment, and facilities to meet the requirements of the Contract Documents.

1.7 TEMPORARY COOLING

- A. It is the responsibility of the Contractor to provide any temporary cooling services required during the course of construction including fuel and electric to protect installed materials, equipment, and facilities to meet the requirements of the Contract Documents.

1.8 TEMPORARY VENTILATION

- A. The Contractor shall ventilate enclosed areas to achieve curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

1.9 TEMPORARY COMMUNICATION SERVICES

- A. Internet Service: The Contractor shall arrange with appropriate communications provider to provide internet service to the Site for construction needs at field offices and other locations as required to provide services for Owner, Engineer, and Contract Administrator.

1.10 TEMPORARY WATER SERVICE

- A. It is the responsibility of the Contractor to provide the temporary water service for construction, sanitary facilities, fire protection, and for required cleaning. Potable water shall be furnished for construction personnel by portable containers provided by the Contractor.
- B. The Contractor shall pay for all expenses associated with temporary water service during the course of the Work.
- C. The Contractor shall comply with all applicable codes and arrange for all necessary inspections and approvals.
- D. Upon completion of the Work, the Contractor shall remove all temporary water service appurtenances.

1.11 TEMPORARY SANITARY FACILITIES

- A. Contractor shall provide at the Site, suitable enclosed toilet facilities for the use of construction personnel. The Contractor shall observe and enforce all sanitary regulations and maintain satisfactory sanitary conditions around and on all parts of the Work.
- B. Adequate washing facilities shall be provided for the construction personnel.
- C. Contractor shall maintain service and clean and disinfect facilities in a satisfactory manner and enforce proper use of the sanitary facilities.
- D. Contractor shall pay for all expenses associated with temporary sanitary facilities during the course of the Work, including furnishing all necessary permits and fees required for temporary sanitary facilities.
- E. Comply with all applicable codes and arrange for all necessary inspections and approvals.

1.12 FIRST AID FACILITIES AND ACCIDENTS

- A. First aid facilities.
 - 1. The Contractor shall provide, at the Site, such equipment and facilities as are necessary to supply first aid to Contractor's personnel who may be injured in connection with the Work.
- B. Accidents.
 - 1. Contractor shall comply with all requirements of the Site-Specific Health and Safety Plan (HASP) developed in conformance with the requirements of Section 01 50 01 – Health and Safety Provisions.
 - 2. The Contractor shall within twenty-four (24) hours report in writing to the Owner all accidents and incidents arising out of, or in connection with, the performance of the Work, whether on or adjacent to the Site, which cause death, personal injury or property damage, giving full details and statements of witnesses.
 - 3. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Owner, the Engineer, and all appropriate regulatory agencies.
 - 4. If any claim is made by anyone against the Contractor or a Subcontractor on account of any accidents, the Contractor shall promptly report the facts in writing to the Owner, giving full details of the claim.

1.13 FIELD OFFICES AND SHEDS

- A. Contractor shall provide field offices for their own purposes and for the Contract Administrator/Engineer/Owner.
- B. Contractor shall have their identified Superintendent/Foreman on-site at all times when their forces or Subcontractor(s) are performing Work.
- C. Do not use existing facilities for field offices or for storage. Construction meetings will be conducted at the Contractor's field office.
- D. Contractor facilities and parking location shall be coordinated with the Owner.
- E. Permanent facilities shall not be used for field offices or for storage.
- F. Two (2) separate field offices for Contractor and Contract Administrator/Engineer/Owner shall consist of portable or mobile buildings, or buildings constructed with floors raised aboveground, securely fixed to foundations with steps and landings at entrance doors as per applicable building codes.
 - 1. Construction shall be structurally sound and result in secure and weathertight enclosures for office and storage spaces. Maintain during progress of Work; remove enclosures at completion of Work.
 - 2. Provide appropriate fire extinguishers at each office and each storage area as per applicable building and fire codes.
- G. Environmental Control.
 - 1. Heating, cooling, and ventilating for offices: Office spaces shall be insulated and shall be equipped with automatic equipment to maintain comfort conditions.
- H. Contractor office and facilities.
 - 1. Size – Contractor's option but appropriate to accommodate expected occupancy and usage, including construction progress meetings attended by Contractor, Subcontractor(s), Owner, Contract Administrator, and Engineer.
 - 2. Telephone/Equipment – Contractor's option.
 - 3. Other Furnishings – Contractor's option but appropriate to accommodate expected use.
 - 4. Size and location of trailers to be coordinated with Subcontractors who do not maintain a field office shall provide other suitable means for being available to

coordinate and execute the Work without delay according to the directives of the Project Coordinator and the requirements of the Construction Progress Schedule.

- I. Contract Administrator/Engineer/Owner office and facilities
 - 1. Size – Contractor shall provide a separate/partitioned space appropriate to accommodate a common area and offices for two (2) people.
 - 2. Furnishings – Contractor shall provide appropriate furniture including at least two (2) desks, two (2) desk chairs, three (3) side chairs, one (1) drafting table, one (1) plan holder, and two (2) four-drawer file cabinets.
- J. Storage areas and sheds: Size to storage requirements for products of individual Sections, allowing for access and orderly provision for maintenance and inspection of products to suit requirements in Section 01 60 00 - Product Requirements.
- K. Preparation: Fill and grade Site for temporary structures sloped for drainage away from buildings.
- L. Installation.
 - 1. Install office spaces required for Contractor's use, ready for occupancy fifteen (15) Working days after date of Notice to Proceed.
 - 2. Employee residential occupancy: Not allowed on Owner's property.
- M. Maintenance and cleaning.
 - 1. Daily janitorial services for field offices; periodic cleaning and maintenance for sheds and storage areas.
 - 2. Maintain walks free of mud, water, snow, and the like.
- N. At completion of Work remove buildings, foundations, utility services, and debris. Restore areas to same or better condition as original condition.
 - 1. Remove temporary above grade or buried utilities, equipment, facilities, materials, prior to Final Application for Payment inspection.
 - 2. Remove underground installations and grade site as indicated on the Demolition & Site Restoration Plans.
 - 3. Clean and repair damage caused by installation or use of temporary Work.

1.14 VEHICULAR ACCESS

- A. Provide means of removing mud from vehicle wheels before leaving Site.

- B. Use existing on-site roads for construction traffic.

1.15 PARKING

- A. Locate as approved by Engineer and Owner.
- B. If Site space is not adequate, provide additional off-site parking.
- C. Do not allow heavy vehicles or construction equipment in parking areas.
- D. Mud from Site vehicles: Provide means of removing mud from vehicle wheels before entering public and private streets. Contractor shall clean all mud and debris from construction traffic at no additional expense to Owner. Comply with all State and local regulations.

1.16 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain Site in clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, before enclosing spaces.
- C. Broom and vacuum clean interior areas before starting surface finishing and continue cleaning to eliminate dust.
- D. Contractor shall provide roll-off containers for material disposal.
- E. Burning of rubbish or unused materials will not be permitted.

1.17 TRAFFIC REGULATION

- A. Traffic cones, drums, flares, and lights shall be as required by Authorities Having Jurisdiction.
- B. Flag person equipment shall be as required by Authorities Having Jurisdiction .
- C. Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.
- D. Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

1.18 SECURITY

- A. Security Program:

1. Protect Work on existing premises and Owner's operations from theft, vandalism, and unauthorized entry.
2. Initiate program in coordination with Owner's existing security system at Project mobilization.
3. Maintain program throughout construction period until Owner occupancy.

B. Entry Control:

1. Restrict entrance of persons and vehicles to Project Site but allow unrestricted access by OCRRA personnel
2. Allow entrance to Project Site only to authorized persons with proper identification.
3. Maintain log of workers and visitors and make available to Owner on request.

C. Restrictions:

1. Do not allow cameras on Site or photographs to be taken (*other than as required by these Technical Specifications*) except by written approval of Owner.
2. Do no Work on days or Holidays indicated in the Contract.

1.19 SOIL EROSION AND SEDIMENT CONTROL

- A. Furnish all labor, equipment, and materials required for environmental protection during and as the result of construction operations under this Contract except for those measures set forth in other provisions of these Technical Specifications. Environmental protection requires consideration of air, water, and land, and involves noise and solid waste management as well as other pollutants.
- B. Furnish and install soil erosion and sedimentation control measures needed to maintain compliance with local, state, and federal soil erosion and sedimentation control laws. This shall include areas disturbed by the Contractor beyond the Limit of Work indicated in the Demolition & Site Restoration Plans with or without the approval of the Owner.
- C. Prepare and submit for the Engineer's approval a Soil Erosion and Sediment Control Plan to be implemented during construction. Soil Erosion and Sediment Control Plan shall be prepared in accordance with all local and federal regulations and shall be modified as needed or ordered by the Engineer or Owner during construction.
- D. Plan and execute construction using methods to control surface drainage from cuts and fills and to prevent erosion and sedimentation.

- E. Minimize surface area of bare soil exposed at any given time.
- F. Provide temporary measures including berms, dikes, drains, and other devices to control water flow.
- G. Construct fill areas by selective placement to avoid erodible surface silts and clays.
- H. Periodically inspect earthwork to detect evidence of erosion and sedimentation. Promptly apply corrective measures.
- I. Comply with Soil Erosion & Sediment Control Plan, Notes, and Details as indicated on Demolition & Site Restoration Plans.

PART 2 PRODUCTS

2.1 GENERAL

- A. All materials shall be in accordance with the Demolition & Site Restoration Plans and the Contractor's plan for environmental protection.

2.2 MATERIALS

- A. Silt Fence
- B. Dandy Sack Inlet Protection
- C. Erosion Control Filter Sock
- D. Straw Bales
- E. Stone Check Dams

PART 3 EXECUTION

3.1 PROTECTION OF LAND RESOURCES

- A. General – It is intended that the land resources within the project boundaries and outside the Limit of Work performed under this Contract be preserved in their present condition, or be restored to a condition after completion of construction, that will appear to be natural and not detract from the appearance of the Project. The Contractor shall confine its construction activities to areas defined on the Demolition & Site Restoration Plans and in the Technical Specifications except with written approval of the property owner and the Engineer.
- B. Prevention of Landscape Defacement – Limit of Work area shall be cleared in a manner which will enable satisfactory restoration and which will not affect the environment

during or after the construction period. The Contractor shall not enter beyond the Limit of Work except with written approval of the Engineer and Owner.

- C. Location of Storage – The location of areas for storage of the Contractor's materials shall require written approval of the Engineer or Owner prior to use. The preservation of the landscape shall be an imperative consideration in the selection of all such sites. Where temporary structures are constructed on sidehills, the Engineer may require cribbing to be used to obtain level foundation. Benching or leveling of earth may not be allowed.
- D. Post-Construction Cleanup or Obliteration – The Contractor shall obliterate all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other vestiges of construction. It is anticipated that excavation, filling and plowing of roadways will be required to restore the area to near natural conditions which permit the growth of vegetation thereon. The disturbed areas shall be graded, filled as required and capped with Type 2 Subbase, or topsoiled and seeded over areas outside of the limits of pavement.

3.2 PROTECTION OF WATER RESOURCES

- A. General – The Contractor shall not pollute streams, lakes or reservoirs with sediments, fuels, oils, bitumens, calcium chloride, acids, fertilizers, or any other harmful materials. It is the responsibility of the Contractor to investigate and comply with all applicable Federal, State, County, and Municipal laws concerning pollution of rivers, streams, wetlands and impounded water. All Work under this Contract shall be performed in such a manner that objectionable conditions will not be created in streams through, or bodies of water adjacent to, the project area.
- B. Plan and execute construction by methods to control surface drainage from cuts and fills and to prevent erosion and sedimentation.
- C. Minimize surface area of bare soil exposed at any given time.
- D. Provide temporary measures including berms, dikes, drains, and other devices to control water flow.
- E. Construct fill areas by selective placement to avoid erodible surface silts and clays.
- F. Periodically inspect earthwork to detect evidence of erosion and sedimentation. Promptly apply corrective measures.
- G. Comply with Soil Erosion & Sediment Control Plan, Notes, and Details as indicated on Demolition & Site Restoration Plans.
- H. Erosion – Surface drainage from cuts and fills within the construction limits, whether or not completed, and from borrow areas, shall, if turbidity-producing materials are present,

be held in suitable sedimentation basins or shall be graded to control erosion within acceptable limits. Temporary erosion and sediment control measures such as berms, dikes, drains, or sedimentation basins, if required to meet the above standards, shall be provided and maintained until permanent drainage and erosion control facilities are completed and operative.

- I. Apply temporary mulch on denuded ground immediately after rough grading is completed. This shall apply to all areas not subject to appreciable traffic during construction, even those that are to receive some form of construction later if ground is to be exposed seven (7) days or more.
- J. Upon approval by the Engineer, stream and drainage ditch crossings by fording with equipment shall be limited to control turbidity, and in areas of frequent crossings, temporary culverts or bridge structures shall be installed. Any temporary culverts or bridge structures shall be removed upon completion of the project.
- K. Spillages – At all times of the year, special measures shall be taken to prevent chemicals, fuels, oils, greases, bituminous materials, waste washings, fertilizers, herbicides and insecticides, and cement and surface drainage from entering public waters. Should a spillage into the public waters occur, the Contractor shall immediately notify the proper authorities. The Contractor will be responsible for any and all costs associated with the cleanup of spillages.
- L. Washing and Curing Water – Water used in concrete curing, foundation and concrete cleanup, and other wastewaters shall not be allowed to reenter the waterway if an increase in the turbidity of the waterway will result therefrom. At the point where this water enters the waterway, precautions must be taken to assure that no permanent damage or serious temporary damage is caused by change of the pH factor of the stream or by introduction of nutrients or oxygen-consuming materials.
- M. Disposal – Disposal of any materials, wastes, effluents, trash, garbage, oil, grease, chemicals, etc., in areas adjacent to streams or other waterways is strictly prohibited. If any waste material is dumped in an unauthorized area, the Contractor shall remove the material and restore the area to the condition of the adjacent undisturbed area. If necessary, contaminated ground shall be excavated, disposed of as specified, and replaced with suitable fill material, compacted and finished with topsoil, all at the expense of the Contractor.

3.3 PROTECTION OF FISH AND WILDLIFE

- A. The Contractor shall at all times perform all Work and take such steps required to prevent any interference or disturbance to fish and wildlife. The Contractor will not be permitted to alter water flows or otherwise disturb native habitat adjacent to the project area which, in the opinion of the Engineer, are critical to fish or wildlife. Fouling or polluting of water will not be permitted. Wash waters and wastes shall be processed, filtered, ponded,

or otherwise treated prior to their release into streams or other waterways. Should polluting or fouling the water occur, the Contractor shall immediately notify the proper authorities. The Contractor will be responsible for any and all costs associated with the cleanup of polluted or fouled waters.

3.4 MAINTENANCE

- A. The Contractor shall dispose of all discarded debris, aggregate samples and concrete test samples from any source whatsoever, in a manner approved by the Owner as discussed during Pre-construction Meeting. Toilet facilities shall be kept clean and sanitary at all times. Services shall be performed at such a time and in such a manner to least interfere with the operations. Services shall be accomplished to the satisfaction of the Owner.
- B. The Contractor shall frequently remove materials no longer required on the Site, such as forms, temporary structures and similar materials and equipment so that, at all times, the Site, access routes to the Site and any other areas disturbed by his operations shall present a neat, orderly, workmanlike appearance.
- C. Before substantial completion inspection, the Contractor shall remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description, and put the Site in a neat, orderly condition; and restore all areas which have been used for storage of materials and equipment, and all areas which have been disturbed by its operations, to their original condition or to a condition satisfactory to and approved by the Owner

3.5 DUST CONTROL

- A. The Contractor shall maintain all excavations, embankments, stockpiles, haul roads, permanent access roads, borrow areas, and all other Work areas within or without the project boundaries free from dust which would cause a hazard or nuisance to others or contaminate surface water. The water for dust control will be provided by the Contractor.
- B. The Contractor shall, at its own expense, keep dust under control at all times on all roadways and other areas adjacent to the Work or on the Site by the use of at least once a day and at other times when directed, including after working hours, Saturdays, Sundays and holidays, of self-loading motor sweepers, vacuums, spraying water, dust suppressants, or a combination of these methods.
- C. Approved temporary methods of stabilization consisting of motor sweepers, vacuums, spraying water, dust suppressants, or a combination of these methods, will be permitted to control dust. Spraying water shall be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the Contractor shall have sufficient suitable equipment on-site to accomplish this, if sprinkling is used. Dust control shall be performed daily as the Work proceeds and whenever a dust nuisance or hazard occurs.

- D. All areas undergoing excavation, grading, filling, cutting or subject to other dust-producing activities by vehicles should be subjected to dust inhibiting practices. The use of liquid palliatives and penetrating asphaltic materials will not be permitted. Anchored mulch (*asphaltic binders will not be permitted*) shall be applied to non-traffic areas subject to blowing as a temporary treatment. Permanent vegetation shall be established as soon as possible.

3.6 NOISE CONTROL

- A. The Contractor shall use every effort and means possible to minimize or eliminate noise caused by its operation which the Engineer may consider objectionable. The Contractor shall provide working machinery, designed to operate with the least possible noise. The Contractor is responsible for maintaining compliance with all applicable noise regulations and all County and local noise ordinances.

3.7 WATER CONTROL

- A. Grade Site to drain. Maintain excavations free of water. Provide, operate, and maintain necessary pumping equipment.
- B. Protect Site from puddles or running water. Provide water barriers as required to protect Site from soil erosion.
- C. Provide temporary control of surface water, stormwater runoff, and discharge from pumping in accordance with Contractor's approved soil erosion and sediment control plan.

3.8 PEST AND RODENT CONTROL

- A. Provide methods, means, and facilities to prevent pests and insects from damaging the Work or infesting the Site.
- B. Provide methods, means, and facilities to prevent rodents from accessing or invading premises.
 - 1. Where infestation of any kind is discovered, immediately notify Owner and advise him as to what steps will be immediately taken to eliminate the infestation and what periodic preventative means will be employed to prevent future infestations.
 - 2. Submit a detailed plan for eliminating the infestation for review by the Owner. Follow procedures for submittals as described in Section 01 33 00 – Submittal Procedures.
 - 3. Do not use any chemicals to treat any infestation without obtaining the Owner's written approval.

4. Use only methods and materials, which have been submitted and accepted by the Owner.

3.9 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances and pollutants produced by construction operations.
- B. Comply with pollution and environmental control requirements of Federal, State, County, and Municipal laws.

3.10 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials before Final Application for Payment inspection.
- B. Remove underground installations and grade Site as indicated on the Demolition & Site Restoration Plans.
- C. Clean and repair damage caused by installation or use of temporary Work.

END OF SECTION

SECTION 01 50 01

HEALTH AND SAFETY PROVISIONS

PART 1 GENERAL

1.1 This Section requires compliance with applicable safety codes, standards and regulations, including but not limited to OSHA, PESH, Building Code of New York State, Fire Code of New York State, and Facility Regulations.

1.2 SECTION INCLUDES

- A. General Requirements.
- B. Use of Hazardous Materials.

1.3 RELATED SECTIONS

- A. All Divisions and Sections referenced in this Section
- B. Division 00 - Procurement and Contracting Requirements
- C. Section 01 50 00 – Temporary Facilities and Controls
- D. Section 01 90 00 – Reference Standards

1.4 GENERAL REQUIREMENTS

- A. Contractor shall prepare a Site-Specific Health and Safety Plan (HASP) to provide specific guidelines and establish procedures for the protection of personnel performing the scope of activities, as described in the Contract Documents. The information in the HASP shall be developed in accordance with applicable standards, including but not limited to Section 01 90 00 – Reference Standards, Title 29, Code of Federal Regulations, Parts 1910 and 1926, and to the extent possible, on previous studies and information available to date. The HASP is intended to be a working document in that it shall continually evolve as Site conditions and knowledge of the Site and Work activities develop further. Adherence to the HASP as drafted alone shall provide the guidance necessary to initiate the Work and allow monitoring of Site conditions to determine the required protection. The Contractor shall update the HASP based upon consistent monitoring and implementation of the document to reflect lessons learned and to mitigate risks as they are identified during the course of the Work.
- B. The Contractor shall be solely responsible for the content and implementation of the HASP as far as its personnel and any Subcontractors are concerned. All of the Contractor's personnel and Subcontractors working on-site shall be required to read and sign a statement attesting that they have read and agree to abide by the requirements of the Contractor's HASP.

C. The Contractor agrees to comply with all the requirements and procedures contained in the HASP document. The requirements and procedures are as follows:

1. The Contractor shall be responsible for maintaining a safe workplace and taking all prudent environmental, health and safety precautions to protect its employees, all other workers, and the public.
2. Comply with all applicable Federal, State, municipal, local, and any other applicable occupational safety and health regulations and requirements issued imposed by any governmental authority (*including, but not limited to, Section 01 90 00 – Reference Standards, Title 29, Code of Federal Regulations Parts 1910 and 1926*).
3. The Contractor agrees to monitor working conditions at all times during construction and, as necessary, to provide appropriate protective clothing, equipment and facilities for its personnel, and/or to establish workplace procedures to ensure their safety. Any personnel on Site shall comply with the PPE requirements listed within the Contractor supplied HASP.
4. If, at any time, the Owner or the Engineer is apprised of a safety hazard which demands immediate attention due to potential for harm to the public, persons on or about the Work, or public or private property, the Owner or the Engineer shall have the right to order such safeguards to be erected and such precautions to be taken as necessary, and the Contractor shall comply with such orders. If, under such circumstances the Contractor does not or cannot immediately put the Work into proper and approved condition, or if the Contractor or its representative is not upon the Site so that it can be notified immediately of the insufficiency of safety precautions, then the Owner may put the Work into such a condition that it shall be, in its opinion, in all respects safe, and the Contractor shall pay all expenses of such labor and materials as may have been used for this purpose by Contractor or by Owner.

The fact that the Owner or the Engineer may not observe a safety hazard or does not order the Contractor to take remedial measures, shall in no way relieve the Contractor of the entire responsibility for any costs or claims for loss, damage or injury, by or against any party sustained on account of the insufficiency of the safety precautions taken by him or by the Owner acting under authority of this Section.

5. It is the responsibility of the Contractor to take appropriate safety precautions to meet where conditions of hazard may be present during the performance of the Work, and whether or not reasonably foreseeable. The Contractor is alerted to the fact that it shall be his sole responsibility to anticipate and provide such additional safety precautions, facilities, personnel, and equipment as shall be necessary to protect life and property from whatsoever conditions of hazard are present or may be present.

1.5 USE OF HAZARDOUS MATERIALS

- A. The Contractor personnel shall not bring any hazardous substances (*as defined by OSHA and/or PESH*) onto the Site premises unless accompanied by a Safety Data Sheets (SDS). SDS' must be maintained at the Site.
- B. Contractor shall ensure all containers of hazardous materials are labeled in compliance with State and Federal OSHA regulations with the product name, appropriate hazard warnings, and the name and address of the manufacturer.
- C. Contractor shall ensure its employees are trained in the safe handling and use of hazardous materials in accordance with Title 29 CFR 1910.1200 - Hazard Communication.
- D. Contractor shall ensure that all applicable employees are medically qualified (*as defined by OSHA and/or PESH*) to perform the Work assigned.
- E. Contractor shall coordinate for proper disposal of any and all hazardous materials as per details of the Pre-construction Meeting.

1.6 ADDITIONAL SAFETY POLICIES THAT WILL BE ADHERED TO THROUGHOUT THE CONSTRUCTION PHASE

- A. Seatbelts shall be utilized when operating all vehicles and heavy equipment designed to be operated in a seated position.
- B. Inspections of scaffolding prior to use, and excavations prior to entry shall be documented by the Contractor's on-site competent person. Documented inspection will be available on-site for review by the Owner and Engineer.
- C. All heavy equipment being utilized on Site shall have a fire extinguisher of suitable size/rating within reach of operator.
- D. Any fuel-powered equipment shall have a fire extinguisher of suitable size/rating no closer than ten feet (10') and no further than twenty-five feet (25') from the equipment.
- E. All electrical Work shall be done when panels/lines/boxes have been de-energized and locked out, unless otherwise approved in writing by the Engineer.
- F. An applicable sized Spill Kit shall be available where heavy equipment is being utilized.

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION – Not Used

END OF SECTION

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Product Delivery Requirements.
- C. Product Storage and Handling Requirements.

1.2 RELATED SECTIONS

- A. All Divisions and Sections referenced in this Section
- B. Division 00 - Procurement and Contracting Requirements
- C. Section 01 30 00 – Administrative Requirements
- D. Section 01 33 00 – Submittal Procedures
- E. Section 01 70 00 – Execution and Closeout Requirements
- F. Section 01 90 00 – Reference Standards

1.3 PRODUCTS

- A. Products – Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- B. At minimum, comply with specified requirements and Reference Standards.
- C. Specified products define standard of quality, type, function, dimension, appearance, and performance required.
- D. Furnish products of qualified manufacturers that are suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise. Confirm that manufacturer's production capacity can provide sufficient product, on time, to meet Project requirements.
- E. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.

- F. Provide interchangeable components of the same manufacturer, for similar components.
- G. Asbestos products or equipment or materials containing asbestos shall not be used.

1.4 PRODUCT DELIVERY REQUIREMENTS

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

1.5 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products according to manufacturer's instructions.
- B. Store products with seals and labels intact and legible.
- C. Store sensitive products in weathertight, climate-controlled enclosures in an environment suitable to product.
- D. For exterior storage of fabricated products, place products on sloped supports aboveground.
- E. Provide bonded off-site storage and protection when Site does not permit on Site storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products; use methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 70 00

EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Field Engineering.
- B. Survey Requirements.
- C. Closeout Procedures.
- D. Project Record Documents.
- E. Product Warranties and Product Bonds.
- F. Examination.
- G. Preparation.
- H. Execution.
- I. Protecting Installed Construction.
- J. Final Cleaning.

1.2 RELATED SECTIONS

- A. All Divisions and Sections referenced in this Section
- B. Division 00 – Procurement and Contracting Requirements
- C. Section 01 10 00 – Summary of Work
- D. Section 01 20 00 – Price and Payment Procedures
- E. Section 01 25 00 – Substitution Procedures
- F. Section 01 30 00 – Administrative Requirements
- G. Section 01 32 23 – Survey and Layout Data
- H. Section 01 33 00 – Submittal Procedures
- I. Section 01 40 00 – Quality Requirements

- J. Section 01 50 00 – Temporary Facilities and Controls
- K. Section 01 50 01 – Health and Safety Provisions
- L. Section 01 60 00 – Product Requirements
- M. Section 01 90 00 – Reference Standards

1.3 FIELD ENGINEERING

- A. Employ Land Surveyor licensed and registered in State of New York and acceptable to Engineer.
 - 1. Submit name, address, and telephone number of Contractor's Surveyor before starting survey Work.
 - 2. On request, submit documentation verifying accuracy of survey Work.
- B. Locate and protect survey control and reference points. Promptly notify Engineer of discrepancies discovered.
- C. Submit a copy of registered site drawing and certificate signed by the Land Surveyor that the elevations and locations of the Work are in conformance with Contract Documents prior to the start of construction.
- D. Control datum for survey is to be coordinated with Owner.
- E. Verify setbacks and easements; confirm dimensions and elevations shown on the Demolition & Site Restoration Plans.
- F. Provide field engineering services. Establish elevations, lines, and levels using recognized engineering survey practices.
- G. Maintain complete and accurate log of control and survey work as Work progresses.
- H. Protect survey control points prior to starting Work; preserve permanent reference points during construction.
- I. Promptly report to Engineer loss or destruction of reference point or relocation required because of changes in grades or other reasons.
- J. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Engineer.
- K. Final As-Built Survey: Prior to Substantial Completion, prepare Final As-Built Survey illustrating the Work has been completed in accordance with the Demolition &

Restoration Plans indicating their relationship to permanent benchmarks and property lines.

1. Show ALL constructed features for Project.
2. Include certification on survey, signed by surveyor, that principal dimensions, lines, levels, and elevations of Project are accurately shown.

1.4 SURVEY REQUIREMENTS

- A. Contractor shall comply with the requirements of 01 32 23 - Survey and Layout Data.
- B. The Contractor shall layout all Work which requires surveying or layout.
- C. All Work under this Contract shall be constructed in accordance with the lines and grades shown on the Demolition & Site Restoration Plans or as directed by the Engineer. The Owner will provide control points with appropriate horizontal and vertical control. The Contractor shall provide such materials as templates, stakes, ranges, spikes, nails and boards, etc. and give such assistance as may be required. Elevation of existing ground, structures and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and, therefore, are presented only as approximations. Any error or apparent discrepancy in the data shown, or omissions of data required for accurately accomplishing the stakeout survey shall be referred immediately to the Engineer for interpretation or correction.
- D. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 1. The Contractor shall survey the horizontal and vertical location of all Piles and Pile Caps encountered during the Work.
 2. The Contractor shall survey the horizontal and vertical terminus point of all underground utilities abandoned and capped at the Site or remaining in place within the Limit of Disturbance.
 3. The Contractor shall utilize a grid system for purpose of determining cut and fill quantities, locating Work and testing by Contractor and preparing Record Drawings.
 4. The Contractor shall establish the ground elevations within the Project area before and after excavation and final grade elevations after applicable surface restoration has occurred. The "Topographic Survey, Ley Creek OCRRA Site, Part of Lot No. 17, Town of Salina, Onondaga County, New York", dated June 29, 2022, last updated December 2022, prepared by Ianuzi & Romans Land Surveying, P.C. of North Syracuse, New York may be used to document ground elevations within the project area prior to the start of Work.

5. The Contractor shall furnish the Record Drawings as identified in Section 01 70 00 - Execution and Closeout Requirements.
 6. The Contractor shall provide sufficient survey to verify quantities as requested by Owner or Engineer.
- E. Periodically verify layouts by same means.
- F. Maintain a complete and accurate log of control and survey Work as it progresses.

1.5 CLOSEOUT PROCEDURES

Refer to Division 00 – Procurement and Contracting Requirements.

1.6 PROJECT RECORD DOCUMENTS

- A. Maintain on Site one (1) set of the following Project Record Documents; record actual revisions to the Work:
1. Demolition & Site Restoration Plans.
 2. Technical Specifications.
 3. Addenda.
 4. Change Orders and other modifications to the Contract.
 5. Reviewed Shop Drawings, Product Data, and Samples.
 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store Record Documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record, at each product section, description of actual products installed, including the following:
1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates used.
 3. Changes made by Addenda and modifications.

F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction as follows:

1. Include Contract modifications such as Addenda, supplementary instructions, change directives, field orders, minor changes in the Work, and change orders.
2. Include locations of concealed elements of the Work.
3. Identify depth of existing buried utility lines, where encountered, and provide dimensions showing distances from permanent facility components that are parallel to utilities.
4. Dimension ends, corners, and junctions of existing buried utilities, where encountered, to permanent facility components using triangulation.
5. Identify and locate existing buried or concealed items encountered during Project.
6. Field changes of dimension and detail.
7. Details not on original Demolition & Site Restoration Plans.

G. Record Drawings:

1. Submit Record Drawings that have been signed and sealed by a Professional Engineer licensed and registered in State of New York or Land Surveyor licensed and registered in State of New York to Engineer within five (5) days of substantial completion.
2. The Record Drawings shall be provided for the following Demolition & Site Restoration Plans:
 - a. Sheet 00, "Title Sheet – Area Map"
 - b. Sheet 04, "Pile Cap Location Plan" – *compiled from Project survey data*
 - c. Sheet 05, "Utility Abandonment Plan" – *compiled from Project survey data*
 - d. Sheet 06, "Site Restoration Plan" - *via Surveyor's As-built Survey*
 - e. Sheet 07, "Site Restoration Details"
3. Maintain Record Drawings throughout construction.
4. Submit a minimum of four (4) prints for each Record Drawing required, along with the electronic AutoCAD files.

- H. Submit PDF electronic files of Record Drawings to Engineer with Final Application for Payment.

1.7 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Obtain warranties and bonds executed in duplicate by responsible Subcontractors, suppliers, and manufacturers within ten (10) days after completion of applicable item of Work.
- B. Execute and assemble transferable warranty documents and bonds from Subcontractors, suppliers, and manufacturers.
- C. Verify documents are in proper form, contain full information, and are notarized.
- D. Co-execute Submittals when required.
- E. Include table of contents and assemble in three (3) D side ring binder with heavy-duty plastic cover.
- F. 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.
- G. Identify each binder on the front and spine with the typed or printed title "WARRANTIES", Project name and name of Contractor.
- H. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- I. Submit prior to Final Application for Payment.
- J. Time of Submittals:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten (10) days after acceptance.
 - 2. Make other Submittals within ten (10) days after date of Substantial Completion, prior to Final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Substantial Completion, submit within ten (10) days after acceptance, listing date of acceptance as beginning of warranty or bond period.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that existing Site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Examine and verify specific conditions described in individual Technical Specification Sections.
- C. Verify that utility services are available with correct characteristics and in correct locations.

3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance according to manufacturer's instructions.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer-required or -recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

3.3 EXECUTION

- A. Comply with manufacturer's installation instructions, performing each step in sequence, as applicable. Maintain one (1) set of manufacturer's installation instructions at Project Site during installation and until completion of construction.
- B. When manufacturer's installation instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Verify that field measurements are as indicated on approved Shop Drawings or as instructed by manufacturer.

3.4 PROTECTING INSTALLED CONSTRUCTION

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

3.5 FINAL CLEANING

- A. Execute final cleaning prior to Final Completion Inspection.
 - 1. Employ experienced personnel or professional cleaning firm.
- B. In addition to the requirements of Division 00 – Procurement and Contracting Requirements:
 - 1. Remove debris and silts/soils from limited access spaces, including catch basins and similar spaces.
 - 2. Clean Site; sweep paved areas, rake clean landscaped surfaces to a smooth, even-textured surface. Remove all spills, stains and other foreign deposits.
 - 3. Remove waste and surplus materials, rubbish, and construction tools and equipment from Site.
 - 4. Remove snow and ice to provide safe access to Site, as applicable.

END OF SECTION

SECTION 01 90 00
REFERENCE STANDARDS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality Assurance.
- B. Schedule of References.
- C. Reference Documents.

1.2 RELATED SECTIONS

- A. All Divisions and Sections of the Technical Specifications
- B. Division 00 – Procurement and Contracting Requirements

1.3 QUALITY ASSURANCE

- A. For products or workmanship specified by association, trade, or Federal Standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to the latest reference standard as of the date of these Contract Documents.
- C. Maintain copy at Site during submittals, planning, and progress of the specific Work, until Substantial Completion.
- D. Should specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- E. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.4 SCHEDULE OF REFERENCES

| | |
|--------|---|
| AA | The Aluminum Association 1400 Crystal Drive Arlington, VA 22202 |
| AASHTO | American Association of State Highway and Transportation Officials 55512 th Street NW, Ste. 1000 Washington, DC 20004 |

| | |
|-------|--|
| ACI | American Concrete Institute 38800 Country Club Drive Farmington Hills, MI 48331-3439 |
| AGC | Associated General Contractors of America 2300 Wilson Blvd., Suite 300 Arlington, VA 22201 |
| AI | Asphalt Institute 2696 Research Park Drive Lexington, KY 40511-8480 |
| AIA | American Institute of Architects 1735 New York Avenue, N.W. Washington, DC 20006 |
| AISC | American Institute of Steel Construction 130 East Randolph Suite 2000 Chicago, IL 60601 |
| AISI | American Iron and Steel Institute 25 Massachusetts Avenue NW, Suite 800 Washington, DC 20001 |
| ANSI | American National Standards Institute 25 West 43 rd Street New York, NY 10036 |
| ASTM | American Society for Testing and Materials 100 Barr Harbor Drive P.O. Box C700 West Conshohocken, PA 19428-2959 |
| AWS | American Welding Society 8669 NW 36 Street, #130 Miami, FL 33166-6672 |
| CLFMI | Chain Link Fence Manufacturers Institute 10015 Old Columbia R, Ste. B215 Columbia, MD 21046 |

| | |
|-------|---|
| CRSI | Concrete Reinforcing Steel Institute 933 North Plum Grove Road Schaumburg, IL 60195-4758 |
| EJCDC | Engineers' Joint Contract Documents Committee American Consulting Engineers Council 1015 15th Street, N.W., 8 th Floor Washington, DC 20005 |
| EJMA | Expansion Joint Manufacturers Association 25 North Broadway Tarrytown, NY 10591 |
| GSI | Geosynthetic Institute 475 Kedron Avenue Folsom, PA 19033 |
| ICBO | International Code Conference 500 New Jersey Avenue, 6 th Floor Washington, DC 20001 |
| IEEE | Institute of Electrical and Electronics Engineers 3 Park Avenue, 17 th Floor New York, NY 10016-5997 |
| NEMA | National Electrical Manufacturers' Association 1300 17 th St. N #900 Arlington, VA 22209 |
| NFPA | National Fire Protection Association Battery March Park Quincy, MA 02269 |
| NIST | National Institute of Standards and Technology Headquarters 100 Bureau Drive Gaithersburg, MD 20899 |
| OSHA | Occupational Safety and Health Administration U.S. Department of Labor 200 Constitution Avenue NW Washington, DC 20210 |

| | |
|------|---|
| PCA | Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077 |
| PCI | Precast/Prestressed Concrete Institute 8770 W. Bryn Mawr Ave, Ste. 1150 Chicago, IL 60631 |
| PPI | Plastics Pipe Institute 105 Decker Ct. #825 Irving, TX 75062 |
| SSPC | Steel Structures Painting Council 800 Trumbull Drive Pittsburgh, PA 15205 |
| UL | Underwriters' Laboratories, Inc. 2500 Dundee Road Northbrook, IL 60062 |

1.5 REFERENCE DOCUMENTS

- A. The following documents are incorporated by reference and made part of these Technical Specifications. All provisions of these documents except as noted herein shall apply.
1. New York State Department of Environmental Conservation, 6 NYCRR Part 360, Solid Waste Management Facilities Title 6 of the Official Compilation of Codes, Rules and Regulations.
 2. New York State Standards and Specifications for Erosion and Sediment Control, November 2016.
 3. 2020 Building Code of New York State.
 4. 2020 Energy Conservation Code of New York State.
 5. 2020 Fire Code of New York State.
 6. 2020 Plumbing Code of New York State.
 7. 2020 Mechanical Code of New York State.
 8. 2020 Energy Conservation Construction Code of New York State.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

DIVISION 02 – EXISTING CONDITIONS

SECTION 02 41 16

SITE CLEARING AND STRUCTURE DEMOLITION

PART 1 GENERAL

1.1 SUMMARY

- A. The Contractor shall furnish all labor, materials, equipment, tools, and appurtenances required to complete the Work contained within the Contract Documents including that depicted on the Demolition & Site Restoration Plans, detailed within the Technical Specifications, and outlined within the Pre-Demolition Building Survey at Ley Creek Transfer Station.
- B. Limit of Disturbance and Limit of Work areas are to be coordinated with the Owner and Engineer prior to execution.

1.2 SECTION INCLUDES

- A. Asbestos Containing Material Survey and Abatement.
- B. PCB and Lead Containing and Hazardous Material Survey and Remediation.
- C. Preparation.
- D. Sanitary Sewer Decommissioning/Removal.
- E. Clearing.
- F. Removal.
- G. Topsoil Excavation.
- H. Building/Structure Demolition.
- I. Soil Sampling and Testing.
- J. Concrete Sampling and Testing
- K. Disposal of Waste Materials.

1.3 RELATED SECTIONS

- A. Section 31 05 13 – Earthwork.
- B. Section 31 23 16 – Excavation.

- C. Section 31 23 19 – Dewatering
- D. Section 31 67 00 – Shoring and Bracing

1.4 SUBMITTALS

- A. Section 01 33 00 – Submittal Procedures

1.5 JOB CONDITIONS

- A. Traffic: Conduct site clearing operations to ensure minimum interference with existing site elements outside of the Limit of Disturbance. Do not close or obstruct streets, driveways, walks or other facilities without permission from Owner.
- B. Protection of Existing Improvements:
 - 1. Provide protection necessary to prevent damage to existing improvements indicated to remain in place.
 - 2. Protect improvements on adjoining properties and on the Owner's property.
 - 3. Restore damaged improvements to their original condition, as acceptable to parties having jurisdiction.
- C. Protection of Existing Trees and Vegetation:
 - 1. Coordinate and tag existing trees and other vegetation to remain in place with Owner and protect against unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line. Provide temporary guards at drip line to protect trees and vegetation to be left standing.
 - 2. Water trees and other vegetation to remain within the Limit of Disturbance as required to maintain their health during course of construction operations.
 - 3. Provide protection for roots over 1-1/2-inch diameter cut during construction operations. Coat cut faces with an emulsified asphalt, or other acceptable coating, formulated for use on damaged plant tissues. Temporarily cover exposed roots with wet burlap to prevent roots from drying out; cover with earth as soon as possible.
 - 4. Repair or replace trees and vegetation indicated to remain which are damaged by construction operations, in a manner acceptable to Owner and Engineer.

1.6 PRE-DEMOLITION/DEMOLITION SEQUENCING

- A. Section 01 10 00 – Summary of Work.
- B. General sequence of activities necessary to allow for demolition of Existing LCTS Building, Existing Outdoor Concrete/Asphalt Tipping Pad, Existing Tipping Pad Access Ramp, Existing Concrete Retaining Walls, Existing Scale House, Existing Vehicle Scales, Existing Gatekeeper, Backyard, and Deck Sheds, and utilities and subsequent site restoration activities:
 - 1. Installation of Soil Erosion and Sediment Controls. Note, adjustment (*as required or directed by the Owner and/or Engineer*) and maintenance of these features shall be performed through the duration of the Work in accordance with the SPDES General Permit for Storm Water Discharges from Construction Activity.
 - 2. Perform any abatement work required to address the findings within the Pre-Demolition Building Survey at Ley Creek Transfer Station.
 - 3. Disconnect electrical power to Existing LCTS Building, Existing Vehicle Scales, Existing Scale House, Existing Sheds, and site utilities.
 - 4. Pump-out/remove all sanitary sewer materials from existing sanitary sewer trenches, sumps, manhole(s), and appurtenances. Terminate and cap existing sanitary sewer piping and remove portion depicted on the Demolition & Site Restoration Plans.
 - 5. Terminate and cap existing water service piping and remove portion depicted on the Demolition & Site Restoration Plans.
 - 6. Removal of select existing groundwater collection/foundation drain system components as depicted on the Demolition & Site Restoration Plans.
 - 7. Terminate and remove portions of the existing telecommunications/data service conductors and appurtenances depicted on the Demolition & Site Restoration Plans.
 - 8. Terminate and remove portions of the existing electrical service conductors and appurtenances depicted on the Demolition & Site Restoration Plans.
 - 9. Demolish and remove Existing LCTS Building, Existing Outdoor Concrete/Asphalt Tipping Pad, Existing Tipping Pad Access Ramp, Existing Concrete Retaining Walls, Existing Scale House, Existing Vehicle Scales, Existing Gatekeeper, Backyard, and Deck Sheds, etc.

10. Perform pile evaluation and load testing (*as directed by the Owner and/or Engineer*) in accordance with Section 31 08 13.00 – Pile Load Testing.
11. Perform soil sampling and testing.
12. Perform concrete sampling and testing.
13. Perform site restoration activities.
14. Removal of Soil Erosion and Sediment Controls (*as directed by the Owner and/or Engineer*) in accordance with the SPDES General Permit for Storm Water Discharges from Construction Activity.

1.7 WORK BY OWNER

- A. None.

1.8 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures.
- B. Shop Drawings:
 1. Lead-Based Paint (LBP) and Lead-Containing Paint (LCP) Safe Work Practice Compliance Plan
 - a. The contractor shall prepare a detailed LBP and LCP Safe Work Practice Compliance Plan (Plan) that identifies the work procedures, health and safety measures to be used in LBP and LCP work procedures; and that addresses spill prevention, containment, and emergency response procedures. The Plan shall be maintained on-site and shall address the methods to be undertaken during LBP and LCP disturbances to include all requirements of 29 CFR Part 1926.62 including, but not limited to the following key elements:
 - 1) LBP and LCP containment methods to control employee exposure to lead at or below the permissible exposure limit.
 - 2) Training requirements as required by Federal, State, and Local regulations.
 - 3) Unique problems associated with this LBP and LCP project.
 - 4) Sketch of location and details of LBP and LCP control areas, decontamination procedures.
 - 5) Eating, drinking, smoking, and rest room procedures.

- 6) Sequencing of LBP and LCP related work.
 - 7) Personal protective equipment and respiratory protection program, including controls.
 - 8) Engineering controls, containment structures and safety measures.
 - 9) Worker exposure assessment procedures.
 - 10) Work Practice controls.
 - 11) Housekeeping.
 - 12) Hygiene facilities and practice.
 - 13) Medical surveillance, including medical removal procedures.
 - 14) Sampling, testing and analytical methods for personal air sampling requirements of 29 CFR Part 1926.62. Procedures must include frequency, locations, sampling, and analytical methods to be used.
 - 15) Contractor to include the segregation and minimization of lead waste streams from construction and demolition waste in their lead-based paint management plan.
 - 16) Visual clearance log for each control area that is maintained by the Contractor's Competent Person.
2. Compliance Program
 - a. Contractor's Compliance Program prepared in accordance with 29 CFR Part 1926.62 (e) (2) shall be maintained on-site.
 3. Sampling and Laboratory Analysis Reports
 - a. Maintain on-site all field sampling logs for all personal air samples taken, including copies of laboratory analysis reports and chain of custody records for all sample analyses.
 4. Demolition and Removal Plan including sequence and location of salvageable items.
 5. Location and construction of barricades, fences and temporary work.

- C. Delegated Design Submittals: Submit signed and sealed Shop Drawings with design calculations and assumptions for bracing, shoring, and underpinning (*if required*).
- D. Qualifications Statements:
 - 1. Submit qualifications for demolition firm and licensed professional.

1.9 PROTECTION

- A. Locate, identify, and protect from damage utilities indicated to remain.
- B. Protect trees, plant growth, and features designated to remain, as final landscaping.
- C. Protect benchmarks, survey control points, and existing structures from damage or displacement.

1.10 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements.

1.11 QUALIFICATIONS

- A. Demolition Firm: Company specializing in performing Work of this Section with a minimum of five (5) years of experience.
 - 1. Documentation that the Contractor has prior experience on LBP and LCP activity projects similar in nature and extent to ensure the capability to perform the required work procedures in a satisfactory manner.
- B. Licensed Professional: Design shoring, bracing, and underpinning under direct supervision of professional engineer experienced in design of this Work and licensed in State of New York (*if required*).

1.12 EXISTING CONDITIONS

- A. Buildings and structures indicated to be demolished will be vacated by Owner before start of Work.
- B. Owner assumes no responsibility for actual condition of buildings/structures to be demolished.
- C. Notify Owner and Engineer upon discovery of ACM, lead containing materials, PCB, and/or other hazardous concerns, beyond that determined within the Pre-Demolition Building Survey at Ley Creek Transfer Station.
- D. Contractor shall not sell, trade, or barter materials resultant from Work on-site.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.1 SCOPE

- A. Individual elements include, but are not limited to, the demolition of the entire Existing LCTS Building, foundation, and appurtenances, Existing Outdoor Concrete/Asphalt Tipping Pad, Existing Tipping Pad Access Ramp, Existing Scale House, foundation, and appurtenances, Existing Vehicle Scales, foundation and appurtenances, Existing Gatekeeper, Backyard, and Deck Sheds, aboveground and belowground utilities, Existing Concrete Retaining Walls, concrete slabs and pavement within the Limit of Work as depicted on the Demolition & Site Restoration Plans.
- B. Elements of the Work may also include Alternate Bid Items as further detailed within Section 01 10 00 - Summary of Work.
- C. Fill excavations, open pits, and holes in ground areas generated as result of removals, using Common Fill and capped with Type 2 Subbase as required and specified so that resultant rough grade elevations are stabilized and do not subside after completion.

3.2 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits and complete required site posting and notifications.
 - 2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 - 3. Provide, erect, and maintain temporary barriers and security devices.
 - 4. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 5. Do not close or obstruct roadways or sidewalks without permit.
 - 6. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
 - 7. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.

- B. Do not begin removal until receipt of notification to proceed from Owner and Engineer.
- C. Protect existing structures and other elements that are not to be removed.
 - 1. Provide bracing and shoring.
 - 2. Prevent movement or settlement of adjacent structures.
 - 3. Stop work immediately if adjacent structures appear to be in danger.

3.3 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements.
- B. Verify existing plant life designated to remain is tagged or identified.
- C. Identify areas for temporary staging of removed materials.
- D. Examine existing buildings, structures, and appurtenances indicated to be demolished before demolition.
- E. Determine where removals may result in structural deficiency or unplanned building collapse during demolition. Coordinate demolition sequence and procedures to prevent structures from becoming unstable.
- F. Determine where demolition may affect structural integrity or weather resistance of adjacent buildings indicated to remain.
 - 1. Identify measures required to protect buildings from damage.
 - 2. Identify remedial Work including patching, repairing, bracing, and other Work required to leave buildings indicated to remain in structurally sound, weathertight, and watertight condition.
- G. Verify ACM, LBP/LCP, PCB and hazardous material abatement is complete before beginning demolition.
- H. Existing Building Documentation
 - 1. Monitor buildings for movement during demolition operations. Notify Engineer of measured movement.

3.4 ASBESTOS CONTAINING MATERIAL SURVEY AND ABATEMENT

- A. Prior to demolition, in accordance with United States Environmental Protection Agency 40 CFR Part 61 and New York State 12 NYCRR Part 56 [Code Rule 56-5.1(a)], a New York State Licensed Asbestos Inspector shall perform a survey of the Existing LCTS

Building, Existing Scale House, and Existing Gatekeeper, Backyard, and Deck Sheds to identify and quantify locations of suspect asbestos containing material (ACM) and obtain bulk homogeneous samples to determine the presence or absence of asbestos.

- B. In September 2023, samples of suspect ACM were collected, handled, and analyzed in accordance with applicable federal and State requirements.
- C. Upon completion of the ACM survey and receipt of the sample data, the Pre-Demolition Building Survey at Ley Creek Transfer Station report was prepared, documenting the activities conducted as part of the survey and presenting the sampling results, and the locations, estimated quantities, and condition of the ACM.
- D. Refer to the Pre-Demolition Building Survey at Ley Creek Transfer Station report in Attachment 1 for details.
- E. Abatement shall be performed in accordance with State and Federal Regulations by a licensed Asbestos Abatement Contractor prior to building demolition. All ACM shall be abated, transported, and disposed of in accordance with State and Federal requirements at a licensed disposal facility. Closeout documentation as required by USEPA 40 CFR Part 61 and NYS Code Rule #56 shall be provided to the Owner prior to building demolition.

3.5 PCB AND LEAD CONTAINING AND HAZARDOUS MATERIAL SURVEY AND REMEDIATION

- A. A pre-demolition survey shall also be performed to include identification of potential PCB containing, lead containing and hazardous materials, including but not limited to lead based paint/lead containing paint, fluorescent light fixtures, and liquid filled transformers or other fixtures and samples collected if potential for these materials are observed for the purpose of analytical laboratory testing.
- B. In September 2023, samples of suspect PCB, lead and/or hazardous materials were collected, handled, and analyzed in accordance with applicable federal and State requirements.
- C. Upon completion of the PCB, lead and hazardous materials survey and receipt of the sample data, the Pre-Demolition Building Survey at Ley Creek Transfer Station report was prepared documenting the activities conducted as part of the survey and presenting the sampling results, and the locations, estimated quantities, and condition of the PCB, lead and/or hazardous materials.
- D. Refer to the Pre-Demolition Building Survey at Ley Creek Transfer Station report in Attachment 1 for details.
- E. Remediation shall be performed by the Contractor in accordance with State and Federal Regulations prior to building demolition. PCB containing, lead containing, and/or hazardous materials shall be remediated, transported, and disposed of in accordance with

State and Federal requirements at a licensed disposal facility. Closeout documentation shall be provided to the Owner prior to building demolition.

3.6 PREPARATION

- A. Section 01 70 00 - Execution and Closeout Requirements.
- B. Call 811 not less than two (2) full working days, excluding the day of the call, before performing Work.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.
- C. Notify affected utility companies before starting Work and comply with utility company requirements.
- D. Erect and maintain temporary barriers and security devices as directed by the Owner and/or Engineer, including warning signs and lights, and similar measures, for protection of the public and existing improvements indicated to remain.
- E. Protect existing trees and structures indicated to remain.

3.7 SANITARY SEWER SYSTEM DECOMMISSIONING/REMOVAL

- A. The sanitary sewer system and appurtenances to be removed shall be pumped out/cleaned prior to removal and proof of pumping, cleaning, transport, and disposal at an authorized receiving facility shall be supplied to the Owner and Engineer.
- B. The sanitary sewer system and appurtenances shall be removed and properly disposed at an Owner/Engineer approved End Disposal Facility.
- C. Upon removal, the area shall be backfilled with specified fill materials to prevent a safety hazard.

3.8 CLEARING

- A. Clear areas required for access to site and execution of Work to minimum depth of four (4) inches.
- B. Remove trees and shrubs within marked areas and as indicated. Completely remove stumps, main root ball, root system, surface rock and other debris protruding through ground surface.
- C. Carefully and cleanly cut roots and branches of trees indicated to be left standing, where such roots and branches obstruct new construction.
- D. Clear undergrowth and deadwood, without disturbing subsoil.

- E. Apply herbicide to remaining stumps to inhibit growth.
- F. Use only hand methods for grubbing inside drip line of trees indicated to be left standing.

3.9 REMOVAL

- A. Remove debris, rock, and extracted plant life from site.
- B. Remove paving, slabs on grade, curbs as indicated on the Demolition & Site Restoration Plans. Neatly saw cut edges at right angle to surface where removal limits abut existing pavement, slabs, and curbs that are to remain.
- C. Remove abandoned utilities. Indicated removal termination point for underground utilities on Record Documents.
- D. Continuously clean-up and remove waste materials from site. Do not allow materials to accumulate on site.
- E. Do not burn or bury materials on site. Leave site in clean condition.

3.10 TOPSOIL EXCAVATION

- A. Remove heavy growths of grass from areas before stripping.
- B. Excavate topsoil from areas to be further excavated, regraded, and/or landscaped without mixing with foreign materials for use in finish grading. Strip topsoil to whatever depths encountered in manner to prevent intermingling with the underlying subsoil or other objectionable material.
- C. Do not excavate wet topsoil.
- D. Stockpile topsoil (*to be re-used for future finish grading*) in storage piles where directed by Owner or Engineer, in accordance with the Soil Erosion & Sediment Control Plan and Soil Erosion & Sediment Control Details. Construct storage piles to freely drain surface water. Cover storage piles if required to prevent wind-blown dust.
- E. Remove excess topsoil not intended for reuse, from site.
- F. Where trees are indicated to be left standing, stop topsoil stripping a sufficient distance to prevent damage to main root system.

3.11 BUILDING/STRUCTURE DEMOLITION

- A. General:
 - 1. Use of explosives is not permitted.

2. Conduct demolition to minimize interference with Owners use of the site.
 3. Conduct operations with minimum interference to public or private accesses to occupied adjacent structures. Maintain continuous egress and access from the site.
- B. Sprinkling:
1. Sprinkle Work with water to minimize dust.
 2. Provide hoses and water connections required for this purpose.
- C. Capped Utilities:
1. Remove designated utilities from buildings and structures.
- D. Remove foundation walls and footings.
- E. Remove concrete slabs-on-grade.
- F. Remove underground components, piping, and conduit from site.
- G. Backfill areas excavated resulting from demolition according to Section 31 05 13 – Earthwork and 31 23 16 – Excavation.
- H. Rough grade and compact areas affected by demolition to accommodate subsequent construction operations according to Section 31 22 13 – Rough Grading.
- I. Continuously clean up and remove demolished materials from site. Do not allow materials to accumulate on-site.
- J. Do not burn or bury materials on-site; leave site in clean condition.

3.12 SOIL SAMPLING AND TESTING

- A. Contractor to provide notice to the Owner five (5) working days prior to the planned removal of the Existing LCTS Building concrete floors and foundation.
- B. Following removal of the concrete floor in areas that are in contact with the underlying soil, the soil may be visually inspected by the Engineer for evidence of impact (*staining or odors*) at the request of the Owner.
- C. If impacted soils are identified by the Owner/Engineer based on visual field screening, the Contractor shall excavate and stockpile the soil and place it on plastic sheeting for characterization by the Engineer while awaiting soil analytical results.
- D. Stockpiled material shall be covered with plastic and secured at the end of each day.

- E. If required by the NYSDEC or requested by the Owner or Engineer, the Engineer shall direct the contractor to collect samples from field-selected locations and/or representative stockpile locations based on a visual inspection.
- F. Requests for soil sampling and testing will be paid for by the Owner using the Alternate Bid Item price for Soil Sampling and Testing provided by the Contractor within the Bid Form.
- G. Collected soil samples shall be sent by the Contractor via chain-of-custody to a New York State certified laboratory to be analyzed for contaminants of concern historically attributable to leachate including the following:
 - 1. Target Compound List (TCL) VOCs.
 - 2. TCL Base Neutral compounds (BNs).
 - 3. TAL metals.
- H. Upon receipt of the laboratory analyses, the Contractor shall forward to the Engineer for review with subsequent notification to the Owner.
- I. The Contractor shall be responsible for any additional sampling and the analysis of impacted soils that have been removed and stockpiled for disposal for those parameters specified by the Contractor selected, Owner/Engineer approved End Disposal Facility, prior to transport in accordance with the Alternate Bid Item for Export and Disposal of Contaminated Fill Materials.
- J. Upon completion of the construction, the chain-of-custody and laboratory analyses for the soils shall be provided along with the Project Record Documents, detailed within Section 01 70 00 – Execution and Closeout Requirements.

3.13 DISPOSAL OF WASTE MATERIALS

- A. Burning will not be permitted on the property.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from the property and adjoining public and private lands.
- D. Waste materials generated by demolition activities shall be disposed of at a, Owner/Engineer approved, licensed, offsite End Disposal Facility.

END OF SECTION

DIVISION 31 – EARTHWORK

SECTION 31 05 13

EARTHWORK

PART 1 GENERAL

1.1 SUMMARY

- A. The Contractor shall furnish all labor, materials (*not supplied by Owner*), equipment, tools and appurtenances required to complete the work of backfill and fill, including rock fill, backfill, subgrade fill placement, embankments, grading, and other related and incidental work within the designated area and as required for the construction of other work, as shown, specified or required.

1.2 SECTION INCLUDES

- A. Materials – General.
- B. Type 2 Subbase.
- C. Common Fill.

1.3 RELATED SECTIONS

- A. Division 31 – Earthwork.

1.4 REFERENCES

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO T180 – Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
- B. ASTM International:
 - 1. ASTM D422 – Standard Test Method for Particle-Size Analysis of Soils.
 - 2. ASTM D1557 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m<sup>3 - 3. ASTM D2216 – Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by mass.
 - 4. ASTM D2487 – Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).</sup>

5. ASTM D2974 – Standard Test Methods for Moisture, Ash, and Organic Matter of Peat and Other Organic Soils.
6. ASTM D4318 – Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
7. ASTM D6938 – Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

1.5 DEFINITIONS

- A. Backfill and fill shall consist of furnishing Common Fill (*if not supplied by Owner*), placing, and compacting material within excavated areas as specified.
- B. Type 2 Subbase shall consist of furnishing material, placing, and compacting where specified.

1.6 SUBMITTALS

- A. Section 01 33 00 – Submittal Procedures: Requirements for submittals.
- B. Samples: Contractor to retain a NYS certified laboratory to provide laboratory services as described herein. Submit samples to the testing laboratory in containers approved by the Engineer. At a minimum two (2) samples of each material shall be collected and each sample shall be of the following quantities:
 1. Common Fill: 40 - 50 lb.
 2. Type 2 Subbase: 50 - 60 lb.
- C. Materials Source: Name and location of source and if from a NYSDOT approved source, the DOT Source Number. The results of the gradation and soundness tests performed by an ASTM certified soils laboratory will be required.
- D. The Contractor shall submit to the Engineer a certification from the owner(s) of the source(s) of the materials utilized stating that to the best of his knowledge, the site was never used as a dump site for chemical, toxic, hazardous or radioactive materials and it is not now, nor has ever been listed as a suspected depository for chemical, toxic, hazardous, or radioactive materials by a federal, state, or other governmental agency, department, or bureau.
- E. The Contractor shall test each type of material, whether from an off-site source or from on-site materials for the properties listed in Part 2 of this Section and submit the results to the Engineer for review prior to delivery or use of the material.
- F. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.7 SOURCE QUALITY CONTROL

- A. Section 01 40 00 – Quality Requirements: Testing and Inspection Services.
- B. Tests and analysis of fill material will be performed in accordance with ASTM D1557, ASTM D422, and ASTM D2487.
- C. Compaction testing will be performed in accordance with ASTM D6938.
- D. If tests indicate work does not meet specified requirements, remove work, replace and retest at no cost to Owner.
- E. Furnish materials of each type from same source throughout the Work.

1.8 PROTECTION OF PEOPLE AND PROPERTY

- A. Protection of people and property shall conform to the requirements of Section 31 23 16 – Excavation.

PART 2 PRODUCTS

2.1 MATERIALS - GENERAL

- A. All fill materials, unless otherwise specified, shall consist of clean, non-plastic, well-drained granular soil from stockpiled material or from borrow areas. The fill material shall meet the approval of the Engineer and the requirements of USCS Classification GW, GP, GM, GC, SW, SP, SM.
- B. Unless otherwise stated, the maximum particle size shall be no larger 1/2 of the maximum specified uncompacted lift thickness.
- C. All materials shall be free from all perishable and objectionable materials.
- D. Where backfill or fill density requirements are not specified a minimum density of 90 percent of maximum dry density shall be used as determined by Modified Proctor Test (ASTM D1557), unless otherwise specified.
- E. All required materials shall be free from organic materials, wood, trash, and other objectionable materials which may be compressible or which cannot be properly compacted. It shall have physical properties such that it can be readily spread and compacted to the specified permeability and/or density.

2.2 TYPE 2 SUBBASE

- A. Type 2 Subbase shall conform to New York State Department of Transportation (NYSDOT) standard, Section 304 – Subbase Course. Type 2 Subbase shall be approved

by the Engineer and shall meet the following gradation and material requirements of NYSDOT Section 733-04:

| Sieve Designation | % Passing |
|-------------------|-----------|
| 2 inch | 100 % |
| ¼ inch | 25-60% |
| No. 40 | 5-40% |
| No. 200 | 0-8% |

1. Magnesium Sulfate Soundness Test: 20 percent maximum loss by weight after four test cycles.
2. Plasticity Index: The plasticity index of the material passing the No. 40 mesh sieve will not exceed 5.0.
3. Elongated Particles: Not more than 30 percent, by weight, of the particles retained on a ½ inch sieve will consist of flat or elongated particles. A flat or elongated particle is defined as one which has its greatest dimension more than three (3) times its least dimension.

2.3 COMMON FILL

- A. Common Fill shall consist of any clean, non-plastic, natural inorganic soil (*gravel, sand, silt and clay mixture*), or manmade crusher run stone, crushed concrete, or gravel and sand product, including mixtures thereof. Common Fill shall be from off-site locations or excavated and/or recycled on-site material and shall be free of soft, nondurable particles, organic materials, and elongated particles, and shall be well graded from coarse to fine particles having no particles with a dimension in excess of four inches (4-in.), less than 50% quantity by weight passing the No. 200 sieve, and less than 10% by weight smaller than 0.002mm (clay).
- B. Common fill gradations shall be approved by the Engineer prior to placement.
- C. Material containing cinders, industrial waste, sludge, land fill, muck, and peat will be considered unsuitable for fill and backfill, except topsoil and organic silt may be used as suitable material in landscaped areas provided it is placed in the top layer of the subgrade surface. It shall not contain deleterious materials.

PART 3 EXECUTION

3.1 PRECAUTIONS AND INCLEMENT WEATHER

- A. Backfill and fill placement shall NOT:
 1. Be performed with frozen materials.

2. Be placed on snow that has a thickness greater than one tenth of an inch (1/10-inch).
3. Be placed on frozen materials or ice. Ice shall be defined as frozen water on the surface of in situ soils or previously placed material.
4. Backfill and fill placement will not be permitted on frozen underlying layers.

3.2 EXCAVATION

- A. Install and maintain all soil erosion and sedimentation controls measures during all earthwork operations as specified on the Demolition & Site Restoration Plans.
- B. All excavation work shall be executed to the lines and grades shown on the Demolition & Site Restoration Plans, unless directed otherwise by the Engineer. All excavation shall be performed in such a manner as to minimize disturbance and maintain stability of subgrade soils and slopes. Special care shall be taken not to disturb the bottom of excavations and proposed bearing elevations and surfaces. Excavation to the final subgrade levels must be done by methods that minimize traffic on or disturbance to the subgrade.
- C. The excavation equipment must be of such size and capacity sufficient to excavate the materials encountered and to the specified depths as shown.
- D. The Contractor shall be responsible at all times for safe and prudent excavation operations so as to protect the workmen, utilities, structures, and adjacent property. The Contractor shall perform all excavation in accordance with OSHA standards. The Contractor shall observe all applicable local, state and federal requirements and acquire all necessary permits.
- E. The Contractor shall bench or cut back excavated slopes, dewater and sheet, as necessary for stability, safety and protection of adjacent utilities, structures, and properties.
- F. Excavate subsoil and topsoil from areas designated. Strip topsoil to full depth of topsoil in designated areas.

3.3 PROTECTION OF SUBGRADES AND FILL GRADES

- A. The subgrade soils are generally fine-grained natural soils of varying composition and strength properties. They may be sensitive to disturbance from construction activity when in the presence of excessive moisture. Water shall not be allowed to collect on earthen fill surfaces. The Contractor shall also properly drain and protect all grades.
- B. Failure of the Contractor to properly excavate and protect approved subgrades resulting in additional excavation and backfill to attain a suitable subgrade in accordance with these specifications shall be at no cost to the Owner.

- C. Subgrades and slopes which have been damaged or degraded as a result of Contractor's activities, or failure of the Contractor to properly protect them shall be repaired at the Contractor's expense as directed by the Engineer.
- D. Subgrades in which soft or unsuitable materials are encountered which are not a result of Contractor's operations or failure to protect subgrades shall be undercut and backfilled with appropriate fill as directed by the Engineer.
- E. All subgrades shall be monitored and tested as determined necessary by the Engineer. The Contractor, at the direction of the Engineer, shall be required to proof roll subgrades. All proof rolling, if required, shall be done in the presence of the Engineer.
- F. No materials or fill shall be placed by the Contractor until the subgrades are observed and tested by the Engineer.
- G. The Contractor shall maintain both work in progress and completed work until the construction is complete and accepted by the Engineer. Any erosion or degradation of the Contractor's work shall be repaired by the Contractor at no cost to the Owner.
- H. Unauthorized Excavations: Unless otherwise directed, backfill unauthorized excavation under footings, foundation bases, and retaining walls with Type 2 Subbase or Drainage Stone without altering the required footing elevation. Backfill shall be compacted in accordance with the requirements of Section 3.7. Elsewhere, backfill and compact unauthorized excavation as specified for authorized excavation of the same classification, unless otherwise directed by the Engineer.

3.4 STOCKPILING

- A. Suitable materials removed during excavation shall be stockpiled in approved areas as designated on the Demolition & Site Restoration Plans or directed by the Owner or Engineer.
- B. Suitable materials procured elsewhere and brought on-site shall be stored and protected in accordance with Section 31 23 16 - Excavation.
- C. Material from excavation that is deemed unsuitable for use as backfill or fill materials shall be handled in accordance with Section 31 23 16 - Excavation.
- D. Stockpile in sufficient quantities to meet Project schedule and requirements.
- E. Separate differing materials with dividers or stockpile apart to prevent mixing of soil types or contamination.
- F. Stored material shall be protected from erosion in accordance with the approved Soil Erosion & Sediment Control Plan for the project as shown on the Demolition & Site

Restoration Plans or as approved by the Engineer. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.

- G. Remove from Site excess excavated subsoil and topsoil not intended for reuse.
- H. Remove from Site excavated materials not meeting requirements for Common Fill materials and Topsoil materials.
- I. Stockpile unsuitable materials on impervious material and cover to prevent erosion and leaching, until removal from Site.

3.5 BACKFILL

- A. Backfill shall not be placed until the subject construction component has been inspected in place and approved by the Engineer. The extent of excavation left open shall be kept to a minimum.
- B. Unless otherwise directed, excavations shall be backfilled as soon as possible after components are constructed and the work is inspected, tested as required and accepted, and permission to backfill has been given by the Engineer. Immediately prior to backfilling, all rubbish, debris, forms and similar materials shall be removed from the excavations.
- C. Backfill shall be brought up evenly on each side of the components being constructed, and for their full length. The thickness of each compacted layer shall not exceed nine (9) inches in loose lift thickness unless specified otherwise or as directed by the Engineer. Care shall be taken to ensure that no damage is done to constructed components or protective coatings thereon.
- D. Where sheeting is withdrawn, all cavities left thereby shall be filled with Common Fill and tamped in place so as to fill all voids thoroughly.

3.6 TRENCH BACKFILL PROCEDURES

- A. Trenches shall be bedded and backfilled as shown in the Demolition & Site Restoration Plans or as directed by the Engineer. Care shall be taken to place and compact material under pipe haunches.
- B. Trenches shall be backfilled by hand to a depth of not less than twelve (12) inches above the top of the pipe, for the full width of the trench. Such backfill shall be uniformly placed in maximum six (6) inch loose lift thickness layers. Care shall be taken not to damage the pipe. Each layer shall be hand tamped and compacted before the next layer is placed. After the trench has been backfilled to twelve (12) inches above the top of the pipe, backfill may then be placed and compacted in maximum nine (9) inch loose lift thickness layers.

- C. Backfill in areas of overlying structures or features shall be compacted to 95% of maximum dry density as determined by Modified Proctor Test (ASTM D1557) at a moisture content within $\pm 2\%$ percent of the optimum moisture content.
- D. Backfill of all electrical service and signal cables and force mains shall include magnetic locator tape suitably marked for the type of utility that it represents.

3.7 COMPACTION

- A. All fill shall be compacted to the maximum dry density noted on the Demolition & Site Restoration Plans as determined by Modified Proctor Test (ASTM D1557). The density shall be at least equal to that shown or specified and as noted below:
 - 1. Soil fill placed beneath slabs, structures, and pavements shall be compacted to 95% of maximum dry density as determined by Modified Proctor (ASTM D1557).
 - 2. Soil fill placed in areas where there are no overlying slabs, structures, or features shall be compacted to 90% of maximum dry density as determined Modified Proctor (ASTM D1557).
- B. The moisture content of the material shall be such that proper compaction shall be obtained and the moisture content shall be not less than 2% drier or more than 2% percent wetter than the optimum content.
- C. Puddling for compacting will not be permitted.
- D. It is the responsibility of the Contractor to select, furnish and properly maintain equipment which will excavate and compact subgrade and fill materials uniformly to the required density.
- E. Equipment used to compact fill must be compatible with the material type and lift thickness. Hand-operated plate type vibratory tampers or other suitable equipment may be used in areas not accessible to larger rollers or compactors and to avoid damaging pipes. Lift thickness shall be reduced to reflect the use of hand operated equipment.
- F. Acceptance and/or rejection of materials placed and compacted shall be based upon in-place density test result requirements and other requirements as stated in these specifications.
- G. If a compacted layer fails to meet the specified percentage of maximum density, the layer will be recompacted and retested. If compaction cannot be achieved the material/layer will be removed and replaced. No additional material may be placed over a compacted layer until the specified density is achieved.

3.8 FILLING

- A. Areas on which grading fill will be constructed shall be cleared and prepared as for backfilling. Immediately prior to filling, the subgrade shall be proofrolled unless otherwise specified. All unsuitable material as determined by the Engineer shall be removed prior to filling.
- B. Fill shall be brought uniformly throughout the area. The thickness of each compacted layer shall not exceed nine (9) inches unless otherwise specified by the Engineer.
- C. Lift thickness shall be reduced should hand operated compaction equipment be used.

3.9 QUALITY CONTROL

A. Approval of Fill Materials:

- 1. Tests for the fill materials used will be performed by the Contractor. The test information will be submitted to the Engineer for approval before any fill material is used in construction.
- 2. Tests that are to be conducted include, but are not limited to:

| Test Number | Test Description |
|-------------|---|
| 1 | Natural Moisture Content (ASTM D2216) |
| 2 | Grain Size Analysis (ASTM D422) |
| 3 | Liquid and Plastic Limits (ASTM D4318) |
| 4 | Moisture-Density Relationship (ASTM D1557) or other appropriate test determined by the Engineer where material gradation does not permit use of ASTM D1557. |
| 5 | In-Place Density (ASTM D6938) |
| 6 | Organic Content (ASTM D2974) |

- B. Before delivery to or use at the site, the Testing Laboratory shall perform the above stated tests on the required minimum number of samples obtained from each proposed source's designated fill material stockpiles, as follows:

| Material | Test Number | Test Frequency |
|----------------|---------------------|-----------------------------------|
| Common Fill | 1, 2, 3, 4 and 6 | 2 tests for each proposed source. |
| Type 2 Subbase | 1, 2 and 4 | 2 tests for each proposed source. |

- C. During construction the Testing Laboratory shall perform the above stated tests at the required frequency shown below.

| Material | Test Number | Test Frequency |
|-----------------|--------------------|---|
| Common Fill | 1, 2, 3 and 6 | Every 5,000 cy of material used. |
| | 5 | Every 150 cy. Placed and per lift of material placed on a daily basis |
| Subbase Type 2 | 1 and 2 | Every 5,000 cy of material used; but not less than 2 tests. |
| | 5 | Every 150 cy. Placed and as required for special inspections for foundations. |

1. Backfill material excavated from on-site “uncontrolled fill” sources shall also be screened of organic materials to the satisfaction of the Owner and Engineer.
2. Backfill material sourced off-site shall be free from chemical contamination. Borrow sources must be accessible for inspection and collection of soil samples for chemical and physical testing. The material supplier shall provide a written statement that, to the best of the supplier’s knowledge and belief, the fill from each source provided is not contaminated pursuant to any applicable remediation standards. Backfill material shall not be used until borrow source test results have been submitted and approved.

D. Field Control During Placement:

1. Any areas not meeting the specified compaction will be reworked or replaced and re-compacted and retested until a passing test is achieved (*at no additional cost to the Owner*).
2. In areas where the degree of compaction is doubtful, or the uniformity of materials is not maintained, additional tests will be made as directed by the Engineer.
3. The Engineer retains the right to perform additional on-site and laboratory testing. The results of such testing are binding and may require the Contractor to perform additional work or reworking of the material at no additional cost to the Owner.

- E. The Contractor shall assist the Engineer with this testing as required. The Contractor shall repair damage to finished work caused by the Engineer testing activities.

3.10 STOCKPILE CLEANUP AND MAINTENANCE AND RESTORATION

- A. Remove stockpile, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.
- B. Restore grades to indicated levels where settlement or damage due to performance of the Work has occurred. Correct conditions contributing to settlement. Remove and replace improperly placed or poorly compacted fill materials.
- C. Restore pavements, walks, curbs, lawns, and other exterior surfaces damaged during performance of the Work to match the appearance and performance of existing corresponding surfaces as closely as practicable.

END OF SECTION

SECTION 31 08 13
PILE LOAD TESTING

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Conduct Static Compressive Load Testing (SCLT) of existing Pile Caps as directed by the Owner and/or Engineer.

1.2 SECTION INCLUDES

- A. Equipment.
- B. Preparation.
- C. Static Axial Compression Testing.
- D. Field Quality Control and Documentation.
- E. Equipment Removal.

1.3 RELATED SECTIONS

- A. Section 02 41 16 – Site Clearing and Structure Demolition
- B. Section 31 05 13 – Earthwork
- C. Section 31 23 16 – Excavation
- D. Section 31 23 19 – Dewatering
- E. Section 31 67 00 – Shoring and Bracing

1.4 REFERENCES

- A. ASTM D1143/D1143M – Standard Test Methods for Deep Foundations Under Static Axial Compressive Load

1.5 DEFINITIONS

- A. Static Compressive Load Test (SCLT): A type of test to measure the response of a Pile under an applied load; the most accurate method for determining Pile capacities. SCLT determines the ultimate failure load of a foundation Pile and determines its capacity to support the load without excessive or continuous displacement.

1.6 UNIT PRICES

A. Additional Tests:

1. Basis of Measurement: Unit prices for initial test Pile and each additional test Pile.
2. Basis of Payment: The first unit price shall provide all labor, materials, equipment, incidentals and appurtenances (*including mobilization and demobilization*) for Static Compressive Load Testing of the first Pile Cap. A second unit price shall be provided to conduct a Static Compressive Load Test on each additional Pile Cap as requested by the Owner or Engineer.

1.7 SEQUENCING

A. Sequence Work to allow other Work during testing.

1.8 SUBMITTALS

- A. Shop Drawings:** For each load test, indicate test Pile location(s), test method and equipment, load type, loading schedule, maximum test load, calibration equipment, proposed arrangement sketch and design of load reaction system, design of reaction piles or reaction systems, types and locations of all instruments to be installed, and a test schedule.
1. Submit detailed description of testing sequence and procedure, evaluation of results, and planned reports.
 2. Signed and sealed by the Qualified Professional Engineer responsible for their preparation.
- B. Calibrate pressure gage, pump, and jack as a unit, or calibrate load cell by a certified testing laboratory within thirty (30) days prior to load test. Submit a calibration record certificate to the before commencing load tests.**
- C. Submit load test program information, including the details of proposed load test equipment, all load test instrumentation, and load test procedures, as well as the details and arrangement of the reaction frame and reaction piles, recent calibrations of jacks, required load cells, and all monitoring equipment.**

1.9 QUALITY ASSURANCE

- A. Licensed Professionals Qualifications:** Monitor static pile load test under direct supervision of a Qualified Professional Engineer experienced in design of this Work and licensed in the State of New York.
- B. Contractor to perform Work according to the following:**

1. Static Compressive Load Tests: ASTM D1143/D1143M

PART 2 PRODUCTS

2.1 EQUIPMENT

- A. Equipment Type, Load Carrying Device, Load, and Instrumentation: Conform to ASTM D1143/D1143M.
- B. Quantity: Provide test crib for Static Compressive Load Testing.
- C. Hydraulic Jack: Capable of moving a Pile a minimum of six inches (6") without being reset.

PART 3 EXECUTION

3.1 PREPARATION

- A. Establish stable working elevation for test equipment.
- B. Provide personnel to maintain and operate hydraulic jack and related equipment necessary to vary test pile load increments. Contractor's Qualified Professional Engineer shall record dial gauge readings during the tests. Always have Contractor's representative present at the Site during pile load testing.
- C. Perform testing of pile loading and unloading only in the presence of the Owner or Engineer.

3.2 STATIC AXIAL COMPRESSION TESTING

- A. Perform Static Pile Load Tests for axial compression conforming to standard loading and measuring requirements in ASTM D1143/D1143M.
- B. Commence compression load testing no sooner than seventy-two (72) hours after completion of driving the test and reaction piles (*if reaction piles are utilized*).
- C. Contractor is responsible for the design and construction of loading system to apply required test loads. Reaction loads shall be generated by use of a weighted box or platform as described in Sections 8.3. through 8.6 of ASTM D1143/D1143M, or by reaction piles.
- D. Provide materials and equipment necessary to conduct Static Pile Load Tests including, but not limited to, hydraulic jack, load reaction system, reference beam, load cell, dial gauges, piano wire and mirror setup, and survey. The Contractor is responsible for setting up and monitoring load tests.

- E. The Contractor is responsible for installation and operation of all required monitoring equipment required for execution of the Static Pile Load Tests .

3.3 FIELD QUALITY CONTROL AND DOCUMENTATION

- A. The Contractor will be responsible to observe and document test method and results.
- B. The Contractor will be responsible to document test equipment used, method of calibration and recording, test results, and recommendations or modification of piling method used.
- C. The Contractor will be responsible to accurately record actual dimensions and locations of tested piles and movement or distortion caused by testing.
- D. Upon completion of the Static Pile Load Tests, the Contractor's Qualified Professional Engineer is responsible for preparation and submittal of report results.

3.4 EQUIPMENT REMOVAL

- A. The Contractor shall remove all test and temporary load equipment from Site.
- B. Test Piles and reaction piles installed for testing (*if required*) at Pile locations will require removal for inspection and documentation by Owner and Engineer before removal from the Site.

END OF SECTION

SECTION 31 22 13

ROUGH GRADING

PART 1 GENERAL

1.1 SUMMARY

- A. Furnish all labor, materials, equipment, tools and appurtenances required to meet the grading requirements for project.

1.2 SECTION INCLUDES

- A. Cutting, grading, filling, rough contouring, compacting, for sitework.

1.3 RELATED SECTIONS

- A. Section 02 41 16 – Site Clearing and Structure Demolition.
- B. Section 31 05 13 – Earthwork.
- C. Section 31 23 16 – Excavation.

1.4 REFERENCES

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
- B. ASTM International:
 - 1. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
 - 2. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).
 - 3. ASTM D2434 - Standard Test Method for Permeability of Granular Soils (Constant Head).
 - 4. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).
 - 5. ASTM D4318 - Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

6. ASTM D6938 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

1.5 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures

1.6 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Refer to Section 31 05 13 - Earthwork.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements.
- B. Verify site conditions under provisions of Section 01 70 00 - Execution and Closeout Requirements.
- C. Verify survey benchmark and intended elevations for the Work are as provided by the Owner.

3.2 PREPARATION

- A. Call Local Utility Line Information service at 811 not less than two (2) working days before performing Work.
 1. Request underground utilities to be located and marked within and surrounding construction areas.
- B. Identify required lines, levels, contours, and datum.
- C. Notify utility company to remove and relocate utilities, if required.
- D. Protect utilities indicated to remain from damage.
- E. Protect plant life and other features remaining as portion of final landscaping.
- F. Protect benchmarks, survey control points, and existing structures to remain in place, and pavement from excavating equipment and vehicular traffic.

3.3 FILLING

- A. Fill areas to contours and elevations with specified materials.
- B. Place material in continuous layers as follows:
 - 1. Fill and Backfill: Maximum nine (9) inches loose lift thickness.
 - 2. Pipe Bedding: Maximum six (6) inches loose lift thickness.
- C. Maintain optimum moisture content of fill materials to attain required compaction density.
- D. Make grade changes gradual. Blend slope into level areas.
- E. Repair or replace items indicated to remain damaged by excavation or filling.

3.4 CONSTRUCTION

- A. General.
 - 1. Grade to the contours and elevations shown on the Demolition & Site Restoration Plans and smoothly blend into existing contours. Grade to uniform levels or slopes between points where grades or contours are given, round surfaces at abrupt changes in levels.
- B. Excess Material.
 - 1. Remove excess material, not required for grading, from the Site.

3.5 TOLERANCES

- A. Section 01 40 00 - Quality Requirements.
- B. Top Surface of Subgrade: Plus or minus 1/10 foot from required elevation.

3.6 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements.
- B. Perform laboratory material tests in accordance with Section 31 05 13 - Earthwork.
- C. Perform in place compaction tests in accordance with the following:
 - 1. The Contractor is to perform on site field moisture and density testing on each lift over the entire area of fill in accordance with Section 31 05 13 - Earthwork. In place density and water content of soils to be performed in accordance with ASTM D6938.

2. Any areas not meeting the specified compaction will be reworked or replaced and re-compacted and retested until a passing test is achieved (*at no additional cost to the Owner*).
 3. In areas where the degree of compaction is doubtful, or the uniformity of materials is not maintained, additional tests will be made as directed by the Engineer.
 4. The Engineer retains the right to perform additional on-site and laboratory testing. The results of such testing are binding and may require the Contractor to perform additional work or reworking of the material at no additional cost to the Owner.
- D. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.

END OF SECTION

SECTION 31 23 16

EXCAVATION

PART 1 GENERAL

1.1 SUMMARY

- A. Furnish all labor, materials, equipment, tools and appurtenances required to complete the work of excavation, disposal of excess and unsuitable materials, and other related and incidental work within the designated area and as required for the construction of other work, as shown, specified or required.
- B. Locate all existing utilities in work areas prior to commencing excavation activities. Notify Owner and Engineer immediately of any discrepancies between field conditions and Demolition & Site Restoration Plans.

1.2 RELATED SECTIONS

- A. Section 01 50 00 – Temporary Facilities and Controls.
- B. Section 01 50 01 – Health and Safety Provisions.
- C. Division 31 05 13 – Earthwork.

1.3 REFERENCES

- A. Local utility standards when working within twenty-four (24) inches of utility lines.

1.4 DEFINITIONS

- A. Excavation shall mean the removal from place of all materials and shall include soil, structures above and below ground, rock, pavements, topsoil, tree stumps, or organic materials.
- B. Muck excavation if required shall mean the excavation and removal of soft, wet unsuitable subgrade material to the depth as directed by the Engineer.

1.5 PROTECTION OF PEOPLE AND PROPERTY

- A. The Contractor shall plan and conduct their operations so as to prevent damage to existing structures, safeguard people and property, minimize traffic inconvenience, protect the structures to be installed, and provide safe working conditions.
- B. The Contractor shall not stockpile any material without the Engineer's approval.

- C. Stockpiles that are approved by the Owner or Engineer shall be carefully placed and the surrounding area shall be protected by placement of soil erosion control and sediment control measures in accordance with local rules and regulations.
- D. Excavation may be made without sheeting and bracing within the limitations and requirements of the governmental agencies having jurisdiction, provided that:
 - 1. Hazards, such as described hereinbefore, do not exist in the proximity of the excavation.
 - 2. Work is not in streets or other paved, landscaped or improved areas.
 - 3. Work can be restricted to the land provided for the Contractor's use.
 - 4. The Contractor shall submit an Excavation Protection Plan, certified by a Professional Engineer licensed in the State of New York, indicating the maximum slope of the sides of the excavation proposed, and that said slopes will be stable under all normal anticipated weather conditions for the period that the excavation will be open. Such certification shall be based upon the Contractor's own subsurface exploration, and consideration of the options available to the Contractor such as dewatering, construction equipment, and proximity of spoil area. Any review or comments by the Engineer shall not relieve the Contractor of their responsibility arising from the excavation.
- E. In cases where excavation without sheeting and bracing is not permissible solely because of protection of workmen, trench boxes may be used. Such use shall be certified by the Professional Engineer retained by the Contractor.

1.6 SUBMITTALS

- A. Section 01 33 00 – Submittal Procedures.
- B. Excavation Protection Plan: Describe maximum slope of the sides of excavation, sheeting, shoring, and bracing materials and installation required to protect excavations and adjacent structures and property; include structural calculations to support Plan.

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION

3.1 PREPARATION

- A. Call Local Utility Line Information service at 811 not less than two (2) working days before performing Work.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.

- B. Identify required lines, levels, contours, and datum.
- C. Protect utilities indicated to remain from damage.
- D. Protect plant life and other features remaining as portion of final landscaping.
- E. Protect benchmarks, survey control points, existing structures, and paving from excavating equipment and vehicular traffic.

3.2 LIMITS OF EXCAVATION

- A. Excavation shall be carried to the dimensions indicated on the Demolition & Site Restoration Plans, specified or required, or as directed by the Engineer to provide sufficient clearance for the construction and inspection of the structures and utilities to be installed.
- B. Excavation carried below the depths shown, specified or required, without written directions from the Engineer, shall be refilled to the proper grade with thoroughly compacted Common Fill or Type 2 Subbase as directed by the Engineer and in accordance with Section 31 05 13 – Earthwork; all Work of this nature shall be at the Contractor's expense.

3.3 STORAGE AND DISPOSAL OF EXCAVATION MATERIALS

- A. The final location to be used by the Contractor for the placement of soil stockpiles and staging of materials shall be designated by the Owner or Engineer and provided to the successful bidder at the Pre-construction Meeting.
- B. Excavated material, which is suitable and approved for backfill and fill, shall be placed in stockpiles unless or until it can be placed in the Work. As per OSHA regulation, stockpiles shall not be placed close to the side of excavations, where the weight of the material could create a surcharge on such sides. Places for stockpiles shall be only where shown or approved and shall avoid environmentally sensitive areas. The Contractor shall provide soil erosion and sediment control methods such as mulching, perimeter hay bales, etc., in accordance with Section 01 50 00 – Temporary Facilities and Controls and all applicable local rules and regulations.
- C. Unsuitable material shall be placed in storage piles as directed by the Owner or Engineer.

3.4 EXCAVATION INSTRUCTIONS

- A. No excavation shall commence until the Contractor has staked out and surveyed the proposed work.
- B. Following excavation necessary for installation any project components (*e.g. structures, foundations, tanks, outlets, outfalls, pipes, etc.*), the Contractor shall regrade and add

compacted fill materials in accordance with the Technical Specifications as needed in order to achieve required surface for placement of materials as shown in the Demolition & Site Restoration Plans. All visible sharp protruding objects shall be removed.

3.5 EXCAVATION

- A. Excavate subsoil to accommodate retaining walls, foundations, slabs-on-grade, utilities, paving, and site components/structures, and construction operations.
- B. Slope banks with machine to angle of repose or less until shored.
- C. Grade top perimeter of excavation to prevent surface water from draining into excavation.
- D. Trim excavation. Remove loose matter.
- E. Remove lumped subsoil, boulders, and rock up to 1/3 cu yd. measured by volume.
- F. Notify Engineer of unexpected subsurface conditions.
- G. Correct areas over excavated with backfill as directed by Engineer.
- H. Remove/coordinate removal of excess and unsuitable material from site in accordance with Contract.
- I. Repair or replace items indicated to remain which have been damaged by excavation.

3.6 FIELD QUALITY CONTROL

- A. Section 01 40 00 – Quality Requirements.
- B. Perform inspection of excavation and controlled fill operations in accordance with these Technical Specifications, applicable codes and regulations.
- C. Request visual inspection of bearing surfaces by Engineer and/or Independent Testing Agency before installing subsequent work.
- D. The depth and limit of excavation will be in accordance with these Technical Specifications, Demolition & Site Restoration Plans and the Engineer's direction and will be verified during the course of excavation by the Engineer.

3.7 PROTECTION

- A. Prevent displacement or loose soil from falling into excavation; maintain soil stability.
- B. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing in accordance with Section 31 05 13 – Earthwork.

- C. Provide dewatering as required in accordance with Section 31 23 19 – Dewatering.
- D. Protect structures, utilities and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth operations.

END OF SECTION

SECTION 31 23 19

DEWATERING

PART 1 GENERAL

1.1 SUMMARY

A. Furnish all labor, materials, equipment, tools and appurtenances required to complete and maintain the Work of lowering and control of groundwater levels, hydrostatic pressures, and surface water to permit all excavations, muck excavations, trenching, earthwork, and construction to be performed on dry and stable subgrade as shown on the Demolition & Site Restoration Plans, specified or required by the Engineer. The control of all ground water, surface water, and temporary drainage shall be considered as part of this Work. The Contractor shall correct all damage resulting from inadequacy of the dewatering system or from flooding of the Site from other causes.

1.2 SECTION INCLUDES

- A. Dewatering System.
- B. Surface Water Control System.
- C. System Removal.
- D. Field Quality Control.

1.3 RELATED SECTIONS

- A. Section 01 50 00 – Temporary Facilities and Controls
- B. Section 02 41 16 – Site Clearing and Structure Demolition
- C. Section 31 05 13 – Earthwork
- D. Section 31 22 13 – Rough Grading
- E. Section 31 23 16 – Excavation
- F. Section 33 41 00 – Stormwater and Groundwater Management

1.4 DEFINITIONS

A. Dewatering includes the following:

1. Lowering of ground water table and intercepting horizontal water seepage to prevent ground water from entering excavations, trenches, etc.

2. Reducing piezometric pressure within strata to prevent failure or heaving of excavations, trenches, etc.
3. Disposing of removed water (dewatering liquids).

B. Surface Water Control: Management of surface water run-off and removal of surface water within open excavations.

1.5 SYSTEM DESCRIPTION

A. Provide dewatering and surface water control systems to permit Work to be completed on dry and stable subgrade. The dewatering system shall be designed by a Professional Engineer licensed to practice in New York.

B. Contractor shall submit Dewatering System Design Drawings for review and approval by Engineer prior to installing and operating the system(s).

1.6 PERFORMANCE REQUIREMENTS

A. Design dewatering systems to:

1. Lower water table within areas of excavation to permit Work to be completed on dry and stable subgrade.
2. Relieve hydrostatic pressures in confined water bearing strata below excavation to eliminate risk of uplift or other instability of excavation.
3. Prevent damage to adjacent properties, buildings, structures, utilities, and facilities from construction operations.
4. Prevent loss of fines, quick condition, or softening of subgrade.
5. Maintain stability of sides and bottoms of excavations and trenches.
6. Discharges are in accordance with all regulations and approved surface water discharge plans.

B. Design surface water control systems to:

1. Collect and remove surface water and seepage entering excavation.
2. Maintain discharges in accordance with all regulations and approved discharge plans.

1.7 QUALITY ASSURANCE

A. Comply with authorities having jurisdiction for the following:

1. Water discharge and disposal from pumping operations.
- B. The Owner shall obtain coverage from the New York State Department of Environmental Conservation (NYSDEC) under the State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Construction Activity – GP-0-20-001 prior to commencement of construction activities.

1.8 QUALIFICATIONS

- A. The Contractor shall be responsible for dewatering and surface water and groundwater control systems and for loss or damage resulting from partial or complete failure of protective measures and settlement or resultant damage caused by surface water and groundwater control operations.

1.9 COORDINATION

- A. Section 01 30 00 – Administrative Requirements.
- B. Coordinate work to permit the following construction operations to be completed on dry stable substrate.
1. Excavation for structures specified in Section 31 23 16 - Excavation.

PART 2 PRODUCTS

2.1 DEWATERING EQUIPMENT

- A. Select dewatering equipment to meet specified performance requirements.

PART 3 EXECUTION

3.1 REQUIREMENTS

- A. The Contractor shall comply with the following requirements for dewatering:
1. The static water level within the excavation shall be drawn down a minimum of one (1) foot below the bottom of the excavation so as to maintain the undisturbed state of the subgrade soils and allow the installation of the structure and placement of backfill to the required density.
 2. The pumping water well shall be provided with filters to prevent loss of fine materials. Water that is pumped out shall be passed through a sedimentation tank before discharging to natural drainage courses in accordance with all discharge requirements. No injection of water to areas outside the excavation will be allowed.

3. The system used shall not cause settlement damage to adjacent structures. The Contractor shall carry out the work by the use of other methods which will not endanger adjacent structures; all such work shall be done at the Contractor's expense. The Contractor shall be responsible for correcting, as necessary, any adverse effects their dewatering may have on existing buildings, structures, wells, utilities, and water courses at no additional cost to the Owner.
4. Pumping shall be carefully controlled. The Contractor shall observe the elevation of the groundwater in trench and other excavations and shall control the pumping as necessary.
5. Contractor shall immediately cease dewatering operations if loss of ground is observed or fines are observed in the system discharge.
6. The Contractor shall provide sufficient standby equipment for immediate operation. This equipment shall be capable of maintaining dewatering on a continuous basis in the event that all of, or part of, the system should become inadequate or fail, including failure by a power outage.
7. The release of groundwater to its static level shall be performed in a manner as to maintain the undisturbed state of the soils, prevent disturbance of the backfill and prevent flotation or movement of the structures.
8. The Contractor is responsible for all permits and approvals associated with construction dewatering and temporary surface water control.
9. Protect existing adjacent buildings, structures, and improvements from damage caused by dewatering operations.

3.2 EXAMINATION

- A. Section 01 30 00 – Administrative Requirements.
- B. Call Local Utility Line Information service at 811 not less than two (2) working days before performing Work.
 1. Request underground utilities to be located and marked within and surrounding construction areas.

3.3 PREPARATION

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

3.4 DEWATERING SYSTEM

- A. Locate system components to allow continuous dewatering operations without interfering with installation of permanent Work and existing public rights-of-way, sidewalks, and adjacent buildings, structures, and improvements.

3.5 SURFACE WATER CONTROL SYSTEM

- A. Provide ditches, berms, and other devices to divert and drain surface water from excavation area as necessary.
- B. Divert surface water and seepage water within excavation areas into sumps and pump water into drainage channels or settling basins in accordance with requirements of agencies having jurisdiction.
- C. Control and remove unanticipated water seepage into excavation.
- D. There shall be NO discharge of silty, muddy or polluted water from construction or dewatering operations to a natural water course. The Contractor shall ensure that all waters reaching existing water courses meet or exceed the existing quality of the water course. To allow sediment to settle out of water that interferes with construction before such water enters any wetlands, streams or ponds, dewatering operations shall direct pump discharge as far away from such areas as practical. Care should be taken not to impact, damage, or kill vegetation by excessive watering or by damaging silt accumulation in the discharge area.
- E. If required by the Owner, Engineer, or authority having jurisdiction (e.g. NYSDEC), all dewatering liquids shall be collected, stored, and analyzed to meet New York State standards for discharge to surface water and/or groundwater. No dewatering liquids shall be discharged without the approval of the Owner and Engineer.

3.6 SYSTEM REMOVAL

- A. Remove dewatering and surface water control systems after dewatering operations are discontinued.

3.7 FIELD QUALITY CONTROL

- A. Section 01 40 00 – Quality Requirements and/or 01 70 00 – Execution and Closeout Requirements.
- B. After dewatering system is installed, perform pumping test to determine when selected pumping rate lowers water level in well below pump intake. Adjust pump speed, discharge volume, or both to ensure proper operation of each pump.

END OF SECTION

SECTION 31 67 00
SHORING AND BRACING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. All Sheeting Requirements.
- B. Permanent Steel Sheet Piling.
- C. Temporary Steel or Timber Sheeting.
- D. Trench Boxes.

1.2 RELATED SECTIONS

- A. Section 02 41 16 – Site Clearing and Structure Demolition
- B. Section 31 05 13 – Earthwork
- C. Section 31 23 16 – Excavation
- D. Section 31 23 19 – Dewatering
- E. Section 33 41 00 – Stormwater and Groundwater Management

1.3 REFERENCES

- A. Recommended Technical Provisions for Shoring and Sloping of Trenches and Excavations, U.S. Department of Commerce.
- B. 29 CFR 1926 – Safety and Health Regulations for Construction, U.S. Department of Labor, Occupational Safety and Health Administration.
- C. ASTM International:
 - 1. ASTM A328M – Standard Specification for Steel Sheeting Piling
 - 2. ASTM A36M – Standard Specification for Carbon Structural Steel

1.4 SUBMITTALS

- A. Submit drawings, computations and substantiating data prepared, and signed and sealed by a Professional Engineer licensed in the State of New York, showing proposed sheeting and bracing design and method of construction for the information of the Engineer prior

to the start of such construction. Any review or comments by the Engineer shall not relieve the Contractor of his responsibility for sheeting and bracing.

- B. Pressures on sheeting and the stability of the sheeting and bottom of the excavation are dependent not only on soil conditions but upon many procedures and options available to the Contractor, such as dewatering, staging of excavation and installation of bracing, flexibility of sheeting, construction equipment used, and time of completing the Work. All such factors shall be considered investigated in the design of the sheeting and bracing.
- C. In trenches, the sheeting shall be designed so that the lowest brace is no closer than twelve inches (12”) above the structure to be installed.

1.5 QUALITY CONTROL

- A. During the installation of the sheeting and bracing, and as long as the excavation is open, the Contractor's Professional Engineer shall monitor the Work to ensure that it is carried out in accordance with his design and procedures. For this purpose, leveling observations for heave and settlement shall be made in addition to piezometric readings where excavations extend below the water table or through soft cohesive soils.

PART 2 PRODUCTS

2.1 GENERAL

- A. All materials shall conform to the minimum requirements of the applicable codes and those assumed in the design submitted by the Contractor.

PART 3 EXECUTION

3.1 VERIFYING EXISTING CONDITIONS

- A. Check and verify all governing dimensions and elevations, including field measurements of existing and adjoining work to assure proper fit and clearance of each part of the Work to new and existing structures before commencing Work.
- B. Refer to Division 1 – General Requirements of these Technical Specifications and the supplemental Attachments for information on evaluating existing conditions which may affect this Work.

3.2 COORDINATION WITH OTHER OPERATIONS

- A. The schedule and progress of the shoring, bracing, and sheeting Work shall be coordinated with the dewatering, excavation, and backfilling work. If lateral movement is discovered during the progress of the excavation, corrective measures shall be taken immediately to prevent further movement.

- B. Bracing of existing structures and new work during backfill operations shall be provided.

3.3 INSTALLATION

A. All Sheeting Requirements

1. All sheeting, whether steel or timber, permanent or temporary, shall be safely designed and shall be carried to adequate depths and braced as necessary for proper performance of the Work. Construction shall be such as to permit excavation as required. Interior dimension shall give sufficient clearance for construction of forms and their inspection. Movements of sheeting or bracing which prevent the proper completion of a substructure or cause damage to any adjacent structure by undermining or any other change shall be corrected at the sole expense of the Contractor. No part of the sheeting or bracing shall be allowed to extend into a structure without written permission of the Engineer.
2. At any point the Engineer may order additional supports put in at the expense of the Contractor, if in their opinion proper supports have not been provided. Compliance with such an order shall not relieve or release the Contractor from their responsibility for the sufficiency of such supports. Care shall be taken to prevent voids outside of the sheeting, but if voids are formed, they shall be immediately filled and rammed.

B. Permanent Steel Sheet Piling

1. In locations where sheeting is installed to protect existing structures, it shall remain in place unless otherwise specified. All permanent sheeting shall be steel and shall conform to ASTM A328M.
2. Permanent steel sheet piling shall be cut-off five feet (5') feet below the original ground, or as directed by the Engineer. All material cut off shall be disposed of by the Contractor.

C. Temporary Steel or Timber Sheeting

1. Temporary sheeting shall be either steel or timber.
2. Unless otherwise ordered by the Engineer, all parts of the temporary sheeting shall be removed upon completion of the work for which it was provided. The excavation shall be backfilled and properly compacted prior to removal of sheeting unless otherwise permitted by the Engineer. Sheeting may be left in place at the option of the Contractor if so permitted by the Engineer and the cut-offs removed from the site.
3. The Engineer may direct in writing at any time during the progress of the work to leave in place, embedded in the backfill, any sheeting and bracing for the purpose of preventing injury to structures, utilities, or property, whether public or private. The

Engineer may direct that steel or timber used for sheeting and bracing be cut off at any specified elevation.

4. The right of the Engineer to order sheeting and bracing left in place shall not be construed as creating any obligation on their part to issue such orders, and their failure to exercise these rights to do so shall not relieve the Contractor from liability for damages to persons or property occurring from or upon the work occasioned by negligence or otherwise, growing out of a failure on the part of the Contractor to leave in place sufficient sheeting and bracing to prevent any caving or moving of the ground.
5. No sheeting is to be completely withdrawn if driven below mid-diameter of any pipe or structure footing, and under no circumstances shall any sheeting be cut-off at a level lower than one foot (1') above the top of any pipe.

D. Trench Boxes

1. Trench boxes (shields) shall be certified by a Licensed Registered Professional Engineer in the State of New York. The Contractor shall keep the certification at the Site throughout the entire duration of construction.
2. The excavation at the end wall of open-ended trench boxes shall be sloped to prevent cave in from the end.
3. Trench boxes shall be installed in a manner to restrict lateral or other hazardous movement of the box, such as sudden lateral movement of the trench side walls.
4. The trench box shall not be occupied when being installed, removed, or moved within the trench.
5. Excavations of earth materials to a level not greater than two feet (2') below the bottom of the shield shall be permitted, but only if the shield is designed to resist the forces calculated for the full depth of the trench, and there are no indications while the trench is open of a possible loss of soil from behind or below the bottom of the shield.

3.4 REMOVAL OF SHORING AND BRACING MATERIALS

- A. Where the Contractor elects not to remove shoring and bracing material, all such material shall be removed to the extent that the top of the material shall be a minimum of five feet (5') below the proposed finished grade.
- B. Removal of shoring and bracing shall be carried out in a manner such that no structure shall be disturbed or damaged during or after removal. Protection of structures during the removal of shoring and bracing shall be the sole responsibility of the Contractor, and any disturbance or damage shall be rectified at no expense to the Owner.

3.5 SAFETY

- A. Installation and removal methods of shoring and bracing shall meet, or exceed, the minimum requirements of the applicable codes and safety precautions as outlined in such codes and shall be enforced by the Contractor.

END OF SECTION

DIVISION 32 – EXTERIOR IMPROVEMENTS

SECTION 32 91 19.13

SITE RESTORATION

PART 1 GENERAL

1.1 WORK INCLUDED

- A. The Contractor shall furnish all labor, materials, equipment, tools, and appurtenances required to complete the Work of site restoration by supplying and placing backfill consisting of Common Fill and a Type 2 Subbase cap (*for Work areas within the limits of existing paved surfaces*) and/or Topsoil, Lime, Fertilizer, Temporary and Permanent Seeding, Jute Mesh or Erosion Control Mat, and Mulch (*for Work areas outside of the limits of existing paved surfaces*) as shown on the Demolition & Site Restoration Plans and/or as directed by the Engineer.

1.2 SECTION INCLUDES

- A. Common Fill
- B. Type 2 Subbase
- C. Topsoil.
- D. Lime.
- E. Fertilizer.
- F. Permanent Seed Mixture.
- G. Temporary Seed Mixture.
- H. Jute Mesh.
- I. Erosion Control Mat.
- J. Mulch.

1.3 RELATED SECTIONS

- A. Section 02 41 16 – Site Clearing and Structure Demolition
- B. Section 31 05 13 – Earthwork
- C. Section 31 23 16 – Excavation
- D. Section 33 41 00 – Stormwater and Groundwater Management

1.4 REFERENCES

A. New York State Department of Environmental Conservation, Division of Water:

1. New York State Standards and Specifications for Erosion and Sediment Control.

B. ASTM International:

1. ASTM C602 – Standard Specification for Agricultural Liming Materials.

1.5 DEFINITIONS

A. Weeds: Plants that are not valued where growing and which tend to overgrow or choke out the vegetation established from Permanent and Temporary Seeding described below. Examples include, but are not limited to, Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

1.6 SUBMITTALS

A. Section 01 33 00 – Submittal Procedures.

B. Refer to Section 31 05 13 – Earthwork for Common Fill and Type 2 Subbase submittal requirements.

C. The Contractor shall submit Lime, Fertilizer, Seed Mixture, Jute Mesh, Erosion Control Mat, Mulch and other accessories to the Engineer for approval before starting Work. Seed tickets shall be marked with name of Project and Seed analysis. Mark Fertilizer tickets showing weight, analysis, and name of manufacturer.

D. Additionally, the manufacturer's certification that materials meet specification requirements must be submitted. Tickets will be saved by Engineer to verify quantities used.

E. Test Reports: Submit three (3) copies of material test reports from qualified independent testing agency indicating and interpreting test results relative to compliance of the following materials with requirements indicated:

1. Analysis of existing surface soil.
2. Analysis of imported Topsoil.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Do not install plant life when ambient temperatures may drop below thirty-five (35) degrees F or above ninety (90) degrees F.
- B. Do not place Common Fill, Type 2 Subbase, or Topsoil when the subgrade is frozen, excessively wet, extremely dry, or in a condition detrimental to seeding or finish grading.
- C. Perform seeding between March 15 and June 1 or between August 15 and October 15, unless permitted by Engineer.
- D. Do not install plants or seeding when wind velocity exceeds thirty (30) mph.

1.8 QUALITY ASSURANCE

- A. Provide Seed Mixture in containers showing percentage of seed mix, germination percentage, inert matter percentage, weed percentage, year of production, net weight, date of packaging, and location of packaging.

1.9 SOURCE QUALITY CONTROL

- A. Section 01 40 00 – Quality Requirements.
- B. Analyze Topsoil(s) to ascertain gradation, percentage of nitrogen, phosphorus, potash, soluble salt content, organic matter content, and pH value.
- C. Provide recommendation for Fertilizer and Lime application rates for specified Seed Mix as result of testing.
- D. Testing is not required when recent tests and certificates are available for imported Topsoil. Submit these test results to testing laboratory. Indicate, by test results, information necessary to determine suitability.

1.10 QUALIFICATIONS

- A. Seed Supplier: Company specializing in manufacturing products specified in this Section with minimum three (3) years documented experience.

1.11 DELIVERY AND STORAGE

- A. Section 01 60 00 – Product Requirements.
- B. Deliver grass Seed Mixture in original sealed, labeled, undamaged containers showing percentage of seed mix, year of production, net weight, date of packaging, and location of packaging. Seed in damaged packaging is not acceptable.

C. Deliver Fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

1.12 MAINTENANCE SERVICE

A. Section 01 70 00 – Execution and Closeout Requirements.

B. For a period of twelve (12) months from the date that the Work under this Contract is certified complete, warranty all seeding and replant during this warranty period. Replace poor stands of grass with the same materials as originally specified at no additional cost.

C. Replacements made within six (6) months after the beginning of the “Warranty Period” will not extend the “Warranty Period” of this planting. Replacements made six (6) months or more after the beginning of the “Warranty Period” shall be guaranteed for a period of six (6) months from the time of replacement.

PART 2 PRODUCTS

2.1 COMMON FILL

A. Refer to Section 31 05 13 – Earthwork for Common Fill product requirements.

2.2 TYPE 2 SUBBASE

A. Refer to Section 31 05 13 – Earthwork for Type 2 Subbase product requirements.

2.3 TOPSOIL

A. Topsoil shall be the surface layer of soil with no admixture of refuse or material toxic to plant growth and shall be free from subsoil, stumps, roots, brush, stones, clay, lumps or similar objects larger than one inch (1”) or greater diameter and shall have less than ten percent (10%) gravel. The organic content shall not be less than six percent (6%), nor more than twenty percent (20%) as determined by loss on ignition of moisture free samples dried at one hundred degrees Celsius (100°C).

B. Topsoil shall conform to the below gradation requirements:

| SIEVE DESIGNATION | PERCENT PASSING |
|-------------------|---|
| 1 inch | 100 |
| 1/4 inch | 97 - 100 |
| No. 200 | 20 - 65 (<i>of the 1/4” sieve</i>) (<i>no more 15% clay</i>) |

C. Topsoil containing soluble salts greater than five hundred parts per million (500 ppm) shall not be used.

- D. Containing a pH value within the range of 4.5 to 7 on that portion of the sample which passes a one-quarter inch (1/4") sieve.
- E. Topsoil shall be taken from a well-drained arable site. Topsoil stripped from Site may be used if above specifications are met. Acceptability of Topsoil shall be determined by Engineer.
- F. The Contractor shall submit to the Engineer a certification from the owner(s) of the source(s) of offsite topsoil stating that to the best of his knowledge, the site was never used as a dump site for chemical, toxic, hazardous or radioactive materials and it is not now, nor has ever been listed as a suspected depository for chemical, toxic, hazardous, or radioactive materials by a federal, state, or other governmental agency, department, or bureau.

2.4 LIME

- A. Ground limestone, ninety-five percent (95%) of which shall pass 100 mesh screen.

2.5 FERTILIZER

- A. Commercial Fertilizer recommended for grass; having a minimum analysis of 5-10-5 or equivalent.

2.6 PERMANENT SEED MIXTURE

- A. Fresh, clean, new crop seed composed of following varieties mixed by volume as follows:

| Mixtures | Amount by Weight (%) | Application Rate | |
|--------------------------|----------------------|--------------------|----------|
| | | (lbs/1000 sq. ft.) | (lbs/ac) |
| Open Areas | | | |
| 65% Creeping Red Fescue | 65 | 2.0 – 2.6 | 85 – 114 |
| 20% Perennial Ryegrass | 20 | 0.6 – 0.8 | 26 – 35 |
| 15% Fine Fescue | 15 | 0.4 – 0.6 | 19 – 26 |
| Drainage Channels | | | |
| 45% Birdsfoot Trefoil | 45 | 0.60 | 25 |
| 40% Tall Fescue | 40 | 0.50 | 25 |
| 15% Perennial Ryegrass | 15 | 0.20 | 10 |

- B. A certificate attesting that the Seed mixture is of the specified varieties and proportions shall be submitted to the Engineer. Five (5) copies of the certificate are required. Approval of this and other certificates called for by these Specifications does not constitute acceptance of this Work.

2.7 TEMPORARY SEED AND MULCH

A. Spring or summer or early fall seeding:

1. Seed the area with ryegrass (*annual or perennial*) at one pound per thousand square feet (1 lb/1,000 ft²).

B. Late fall or early winter seeding:

1. Seed Certified 'Aroostook' winter rye (*cereal rye*) at two and one-half pounds per thousand square feet (2 ½ lb/1,000 ft²).

C. Any seeding method may be used that will provide uniform application of Seed to the area and result in relatively good soil to Seed contact.

D. Mulch the area with hay or straw at ninety pounds per thousand square feet (90 lbs/1,000 ft² - approximately 2 bales). Quality of hay or straw Mulch allowable shall be determined based on long term use and visual concerns. Mulch anchoring shall be required where wind or areas of concentrated water are of concern, as directed by the Engineer.

E. Wood fiber hydromulch or other sprayable products approved for erosion control (*nylon web or mesh*) may be used if applied according to manufacturers' specification. Caution is advised when using nylon or other synthetic products.

2.8 JUTE MESH

A. Jute mesh, if required, shall comply with NYSDOT Standard Specifications, Section 713.07 Rolled Erosion Control Products and Soil Stabilizers.

2.9 EROSION CONTROL MAT

A. Erosion control mat shall be Rollmax SC250 as manufactured by Tensar North American Green or approved equal.

2.10 MULCH

A. Unrotted salt hay, hay, or small grain straw free of undesirable seeds and coarse materials shall be apply at a rate of one hundred pounds per thousand square feet (100 lbs/1,000 ft² - approximately 2 to 3 bales).

B. Wood fiber Mulch made from natural wood usually with green dye and dispersing agent.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 – Administrative Requirements.
- B. Verify prepared soil base is ready to receive the Work of this Section. Examine surfaces and conditions before starting Work. Do not proceed until unsatisfactory surfaces or conditions have been corrected. Start of Work implies acceptance of surfaces and conditions upon which this Work will be done.
- C. All disturbed areas within the limits of existing paved surfaces are to be restored by supplying and placing backfill consisting of Common Fill and a Type 2 Subbase cap. Type 2 Subbase cap shall be a minimum of four inches (4”) in thickness as measured after compaction.
- D. All disturbed areas *outside of the limits of existing paved surfaces are to be restored by supplying and placing* Topsoil, Lime, Fertilizer, Temporary and Permanent Seeding, Jute Mesh or Erosion Control Mat, and Mulch. Restoration of these area(s) shall be a minimum of four inches (4”) of Topsoil and Lime, Fertilizer, Seed, and Mulch as required to achieve a minimum of eighty percent (80%) perennial vegetative cover.

3.2 SOIL RESTORATION

- A. Soil restoration (*if required*) shall be applied to areas where heavy construction traffic is done and final stabilization is to begin.
- B. Soil restoration shall be completed during periods of relatively low to moderate subsoil moisture. The disturbed subsoils shall be returned to rough grade and the soil restoration steps described below shall be applied.
- C. Apply three inches (3”) of compost over subsoil. The compost shall be well decomposed (*matured at least 3 months*), weed-free, organic matter. It shall be aerobically composted, possess no objectionable odors, and contain less than one percent (1%), by dry weight, of man-made foreign matter. The physical parameters of the compost shall meet the following standards:

| | |
|----------------------------|--------------------------------------|
| Organic Matter Content | 25% - 100% (<i>dry weight</i>) |
| Organic portion | Fibrous and elongated |
| pH | 6.0 – 8.0 |
| Moisture content | 30% - 60% |
| Particle Size | 100% passing a ½ inch screen |
| Soluble Salt Concentration | 5.0 dS/m (<i>mmhos/cm</i>) maximum |

- D. Till compost into subsoil to a depth of at least inches (12") using a cat-mounted ripper, tractor mounted disc, or tiller, to mix and circulate air and compost into the subsoil.
- E. Rock-pick until uplifted stone/rock materials of four inches and larger (≥ 4 ") size are cleaned off the Site.
- F. Apply Topsoil to a depth of four inches (4").
- G. Vegetate as specified. Use appropriate ground cover with deep roots to maintain the soil structure.

3.3 PREPARATION OF SUBGRADE

- A. Subgrade of areas to be capped or Topsoiled shall be graded to finish grade elevations less depth of cap or Topsoil to be applied, as shown on Demolition & Site Restoration Plans, and left at prescribed grades in an even and properly compacted condition so as to prevent formation of depressions where water will stand.
- B. Prior to or during grading and tillage operations, ground surface shall be cleared of all stumps and stones three inch (3") in diameter or larger, roots, cable, wire, grade stakes, and any other material which might hinder proper grading, tillage, or subsequent maintenance operations.
- C. In areas of Topsoil placement, scarify all compacted, slowly permeable, medium and fine textured subsoil areas. Scarify at approximately right angles to the slope direction in soil areas that are steeper than five percent (5%). Areas that have been overly compacted shall be decompacting in accordance with the Soil Restoration.
- D. After subgrade of areas required to be Topsoiled have been brought to proper grade and immediately prior to dumping and spreading of Topsoil, subgrade shall be loosened by disking, or by scarifying to a depth of at least two inches (2"), to permit bonding of Topsoil to subgrade where compaction has occurred. Areas that have been overly compacted shall be decompacting to a minimum depth of twelve inches (12") with a deep ripper or chisel plow prior to placing Topsoil. All unsuitable subgrade material shall be removed from Site and replaced with acceptable fill material.

3.4 PLACING TYPE 2 SUBBASE CAP

- A. Refer to Section 31 05 13 – Earthwork for Type 2 Subbase placement requirements.

3.5 PLACING TOPSOIL

- A. No Topsoil shall be spread until the subgrade elevations and the Topsoil have been approved by the Engineer.

- B. Topsoil shall be spread over the prepared and approved subgrade in sufficient quantity to obtain a minimum compacted layer of four inches (4"). Topsoil depth shall be measured perpendicular to plane of finished grade. All sticks, roots, brush, wire, masonry, and all stones larger than one and one-half inch (1½") and other extraneous matter shall be removed from Topsoil by raking, including hand raking, as may be required, or other approved method. Topsoil shall be raked, compacted, and otherwise manipulated to form, after compaction, smooth draining grades as shown on the Demolition & Site Restoration Plans.
- C. Spreading shall be performed in such a manner that fine grading, liming, fertilizing, and seeding can proceed with little additional soil preparation or tillage. Irregularities in surface resulting from operations thereon shall be corrected to prevent formation of depressions where water will stand.
- D. Placement of Topsoil shall be performed only when it can be followed within a reasonable time by seeding operation. Any weed growth one-half inch (½") or greater that may occur shall be removed by mechanical means prior to seeding operations. New weed growth shall not be allowed to go to seed. After topsoil placement and finish grading, no heavy equipment, trucks, etc., shall be permitted to travel on loamed areas. If this should occur, loamed areas shall be scarified to a depth of four inches (4"), regraded, and reseeded at no additional cost to Owner.
- E. All Topsoil areas shall be protected against trespassing and damage at all times.
- F. Contractor shall take all necessary steps to protect slopes from damage due to erosion, settlement of backfill, or other causes. Topsoil areas damaged shall be promptly repaired to the satisfaction of the Engineer.
- G. Care shall be taken to prevent any erosion of this material, particularly if stockpiles are to remain during the winter season. Any loss of this material due to erosion shall be replaced by Contractor. Likewise, any clean up due to silting or damage resulting from the erosion shall be the entire responsibility of the Contractor with no costs to be incurred by the Owner.
- H. Topsoil shall not be placed or worked when it or the subgrade is partly frozen or frozen, muddy, excessively dry, or in a condition otherwise detrimental to proposed seeding or to proper grading.
- I. Topsoil placed and graded on slopes steeper than five percent (5%) shall be promptly fertilized, seeded, mulched, and stabilized by "tracking" with suitable equipment.
- J. All resupplying of any Topsoil to eroded or settled areas to meet required finish grades shall be the responsibility of the Contractor. Care shall be taken not to damage any newly completed or existing lawn areas in placing additional Topsoil.

3.6 LIMING

- A. The Contractor shall test the Topsoil to determine the amounts of Lime amendment needed to achieve a pH of 7.0.
- B. Lime shall not be applied within fifty feet (50') of a surface water or wetland.

3.7 FERTILIZING

- A. Apply Fertilizer at application rate recommended by soil analysis to eliminate deficiencies of Topsoil.
- B. Fertilizer shall not be applied between December 1 and April 1.
- C. Fertilizer shall not be spread within twenty feet (20') of a surface water or wetland.
- D. Apply Fertilizer after smooth raking of Topsoil and prior to roller compaction.
- E. Do not apply Fertilizer at same time or with same machine used to apply Seed.
- F. Mix Fertilizer thoroughly into upper four inches (4") of Topsoil.
- G. Lightly water Topsoil to aid dissipation of Fertilizer. Irrigate top level of soil uniformly.
- H. Any Fertilizer falling or spilled into impervious surface areas shall be immediately contained and legally applied or placed within an appropriate container.

3.8 SEEDING

- A. Hand rake to an even surface before seeding. Seed lawn areas at a rate of three to four pounds per thousand square feet (3-4 lbs/1,000 ft²). Sow Seed evenly fifty percent (50%) in one direction and fifty percent (50%) in the other, perpendicular, direction. After seeding, rake lightly with fine tooth rake, then roll with an empty steel hand roller, or approved equal.
- B. Irregularities which form low areas which will cause ponding shall be eliminated. The ground shall be scarified, cultivated, iron raked and wood raked until the surface is smooth and friable. The Seed shall be placed to a depth of not exceeding one-half inch (1/2").
- C. Contractor shall be responsible for producing a good stand of grass that provides a minimum eighty percent (80%) perennial vegetative cover. During dry weather, the grass areas shall be kept watered with sprinklers or other methods approved by the Engineer. The Contractor shall mow the grass, as required, to keep the areas in proper condition. Mowing shall not be closer than two inches (2").

- D. The maintenance work shall be continuous until the entire Project is accepted by the Engineer. Damage due to neglect of watering shall be the responsibility of the Contractor. Any areas not doing well or damaged shall be top dressed, re-fertilized and reseeded. No grass areas will be accepted until they are covered with a satisfactory, healthy stand of grass of the varieties specified.
- E. In the event that excessive weed growth occurs, the Contractor shall undertake, at no additional cost to the Owner, a protocol for manual removal of weeds from the affected areas as directed in order to achieve a relatively weed free grass area.
- F. Provide a substantial barrier, not less than thirty inches (30”) high, to serve as protection for all seeded areas against trespassing and damage at all times. Damage due to erosion, settlement of backfill, trespassing or other causes shall promptly be repaired by the Contractor at his own expense.
- G. Contractor will be held responsible for the maintenance of all Work and parts thereof prior to final acceptance by the Engineer and Owner.
- H. Any soil or other material which has been brought onto the paved areas by hauling operation shall be removed promptly, keeping these areas clean at all times. Upon completion of the seeding, all excess soil, stones and debris which has not previously been cleaned up shall be removed from the Site or disposed of as directed by the Owner and/or Engineer.

3.9 HYDROSEEDING

- A. Mix specified Seed, Fertilizer, and fiber Mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogenous slurry suitable for hydraulic application.
- B. Mix slurry with non-asphaltic tackifier.
- C. Apply slurry uniformly to all areas to be seeded in a one (1) step process. Apply Mulch at the minimum rate of fifteen hundred pounds per acre (1,500 lbs/Ac) dry weight but not less than the rate required to obtain specified seed-sowing rate.

3.10 INSTALLATION OF JUTE MESH

- A. Jute Mesh shall be installed in the vegetated areas having slopes less than ten percent (10%) after liming, fertilizing, and after seeding as shown on the Demolition & Site Restoration Plans.
- B. Placement and anchoring of Jute Mesh shall be in accordance with NYSDOT Standard Specifications, Section 713.07 Rolled Erosion Control Products and Soil Stabilizers.

3.11 INSTALLATION OF EROSION CONTROL MAT

- A. Erosions control mat shall be applied in vegetated areas having slopes greater than ten percent (10%) and within all grass lined stormwater channels. Prepare soil before installing rolled Erosion Control Mat, including any necessary application of Lime, Fertilizer, and Seed.
- B. Begin at the top of the slope by anchoring the rolled Erosion Control Mat in a six inch (6") deep by six inch (6") wide anchor trench with approximately twelve inches (12") of rolled Erosion Control Mat extended beyond the upslope portion of the trench. Anchor the rolled Erosion Control Mat with a row of staples a minimum twelve inches (12") apart in the bottom of the anchor trench. Backfill and compact the anchor trench after stapling.
- C. Apply Seed to the compacted soil in the anchor trench, then fold the remaining twelve inch (12") portion of rolled Erosion Control Mat back over the Seed and compacted Topsoil. Secure rolled Erosion Control Mat over compacted Topsoil with a row of staples stakes spaced a minimum of twelve inches (12") apart across the width of the rolled Erosion Control Mat.
- D. Roll the Erosion Control Mat down the sideslope of the channel or sideslope.
- E. The staple pattern for all rolled Erosion Control Mat shall be in accordance with Staple Pattern Guide D as provided by the Tensar North American Green or approved equal. Said pattern shall calculate to a minimum of 3.4 staples per square yard.
- F. The edges of parallel rolled Erosion Control Mats must be overlapped and stapled in accordance with manufacturer's recommendations.
- G. Consecutive rolled Erosion Control Mats which are spliced down the slope must be end over end (*shingle style*) with a minimum of three inches (3") of overlap. The overlapped section shall be stapled through overlapped area, approximately twelve inches (12") apart across entire width of Erosion Control Mat.
- H. In loose soil conditions, the use of stapled or staked lengths greater than six inches (6") may be necessary to properly secure the rolled Erosion Control Mat.

3.12 MULCHING

- A. Seeded areas shall receive straw (*cereal grain*) Mulch applied at two tons per acre (2 T/Ac) or ninety pounds per one thousand square feet (90 lbs/1,000 ft²), machine spread evenly. Mulching shall be completed immediately after previous day's seeding.
- B. Anchor straw with wood fiber Mulch (*hydromulch*) at five hundred to seven hundred-fifty pounds per acre (500-750 lbs/Ac) or eleven to seventeen pounds per thousand square

feet (11-17 lbs/1,000 ft²). Wood fiber shall be applied through a hydroseeder immediately after mulching.

- C. If wind and rain causes Mulch to blow or wash away, additional Mulch shall be furnished and installed at no additional cost to Owner.
- D. Mulch shall be anchored on drainage channels greater than three hundred feet (300') long, and/or where the slopes are greater than five percent (5%).

3.13 PROTECTION

- A. Foot and vehicular traffic shall be restricted from seeded areas after planting to end of established period. Provide, at no additional cost to Owner, protection of all existing seeded and/or grassed areas.
- B. Any existing seeded and/or grassed area outside the Limit of Work, disturbed during this Project, shall be restored following procedures described in this Section at no additional cost to Owner.
- C. Provide, at no extra cost to Owner, protection for newly seeded areas against trespassing and damage at all times. Replace damaged or injured lawns as required.
- D. Areas which will receive concentrated runoff of water shall receive Jute Mesh or Erosion Control Mat. Material shall be secured by means specified.

3.14 MAINTENANCE AND GUARANTEE

- A. The Contractor shall maintain and care for all vegetated areas including watering, weeding, rolling, trimming, and mowing until a good solid turf is established as specified.
- B. All bare or scant spots shall be reseeded until a uniform turf is established over all lawn areas. Erosion is the responsibility of the Contractor who will replace Topsoil in washed out areas and then reseed, re-fertilize and re-mulch at no additional cost to Owner.
- C. Seeded areas lost by "winterkill" or any other causes shall be replaced and reseeded during following spring following procedures described in this Section, at no additional cost to Owner.
- D. Mowing will be done by the Contractor at least two (2) times, as the season permits. In areas not acceptable due to poorer lawn growth, mowing will be continued by Contractor until a good turf is established as specified.
- E. Continue maintenance period at no additional cost to Owner until all previously noted deficiencies have been corrected.
- F. Water at regular intervals and keep from drying out.

3.15 CLEAN-UP

- A. Remove defacement or stains caused by this Work, construction equipment, excess material, and tools.
- B. Remove from seeded areas all debris and rubbish.

END OF SECTION

July 28, 2023

Onondaga County Resource Recovery Agency
ATTN: Jack Connery
100 Elwood Davis Road
North Syracuse, NY 13212-4312

Re: Pre-Demolition Building Survey at Ley Creek Transfer Station

Dear Jack Connery:

I am pleased to provide you with this letter report which details the environmental sampling services that Michael Baker International, Inc. (Michael Baker) has recently provided for this project.

Scope of Work

Michael Baker was requested to conduct a limited hazardous material inspection for the presence of asbestos-containing materials (ACM), lead-containing paint (LCP), and hazardous materials at structures located at the Ley Creek Transfer Station located at 5158 Ley Creek Drive in Liverpool, New York, in Onondaga County. The purpose of the inspection was to meet the requirements of the Environmental Protection Agency (EPA), State of New York, and the National Emission Standards for Hazardous Air Pollutants (NESHAP) standards. The NESHAP standard (40 CFR, Part 61) requires that an asbestos inspection be conducted prior to any renovation/demolition activities of any structure or dwelling. The building plans are shown on the Figures.

Field Visit Investigation

The survey was conducted on June 28, 2023, by a New York Asbestos Inspector (Gary R. Case – NY Certification Number 23-6TLAP-SHAB). The Michael Baker field inspector identified twenty (20) suspected building materials from the buildings. The bulk material samples were collected and analyzed for the presence of asbestos. Samples were submitted using chain-of-custody documentation to EMSL Analytical, Inc. in Cinnaminson, New Jersey. EMSL is accredited by the American Industrial Hygiene Association (AIHA) and the U.S. National Institute of Standards and Technology, under the National Voluntary Laboratory Accreditation Program (NIST/NVLAP) for bulk material analysis for asbestos. The bulk asbestos samples were analyzed by Polarized Light Microscopy (PLM), EPA Method for Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116 (7/93 Edition). Table 1 presents the specific information for all of the building components that were sampled as suspected ACM.

Mr. John Connery

July 28, 2023

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The Michael Baker field personnel also reviewed the suspected painted building components at the buildings. The field inspector identified seven (7) suspected paints on the building materials and evaluated the paint on the structures. The bulk material samples were collected and analyzed for the presence of lead. Samples were submitted using chain-of-custody documentation to EMSL Analytical, Inc. in Cinnaminson, New Jersey. EMSL is accredited by the AIHA, as well as by State and City regulatory bodies, where applicable. The bulk paint samples were analyzed by Flame Atomic Absorption Spectrometers (Flame AAS). Table 2 presents the specific information for the paint inspection.

Michael Baker calculated and sampled the waste stream of the buildings and tested the estimated building debris samples for leachable lead by the Toxicity Characteristic Leaching Procedure (TCLP) method. Materials included: wall and ceiling materials, brick/stone/concrete, painted and unpainted wood, roofing and flooring. Each sample represented the estimated total construction debris that would be associated with the building as one waste stream. The TCLP samples were submitted with chain-of-custody documentation to EMSL for lead analysis by EPA SW846 Method 1311 (TCLP) with lead analysis by EPA 7420 Method. Table 3 presents the specific information for TCLP sampling.

The Michael Baker field personnel also reviewed the buildings for suspected polychlorinated biphenyls (PCBs) containing components. The field inspector identified five (5) suspected materials on the three of the structures. The bulk material samples were collected and analyzed for the presence of PCBs. Samples were submitted using chain-of-custody documentation to EMSL Analytical, Inc. in Cinnaminson, New Jersey. EMSL is accredited by the National Environmental Laboratories Accreditation Conference (NELAC), as well as by State regulatory bodies, where applicable. The bulk samples were analyzed by gas chromatography (GC). Table 4 presents the specific information for the inspection.

Michael Baker performed a visual survey for hazardous materials, such as, but not limited to, abandoned acid batteries; polychlorinated biphenyl (PCB)-containing light ballasts; mercury containing devices; fluorescent bulbs; abandoned chemicals; and other universal waste (potentially containing hazardous and special waste) that may require specific handling or disposal. Michael Baker documented their approximate location and photographed the various hazardous materials; however, did not sample any of the materials due to potential contamination or damage to the equipment. Table 5 provides more information.

Mr. John Connery

July 28, 2023

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Findings and Recommendations

The following chart provides details on the identified concerns within the buildings.

| Building Numbers | ACM Concern | Paint Concern | Hazardous TCLP Concern | PCB Concern | Other Hazards Concern |
|-------------------------|-------------|---------------|------------------------|-------------|-----------------------|
| Main Transfer Warehouse | No | Yes | No | No | Yes |
| Scale House | No | Yes | No | No | No |
| Backyard Shed | No | Yes | No | No | No |
| Deck Shed | No | Yes | No | No | No |
| Gatekeeper Shed | No | Yes | No | No | No |
| Scale 1 | No | Yes | No | No | No |
| Scale 2 | No | Yes | No | No | No |

As for the building materials recorded in Table 1 for the various, the laboratory analyses of the material samples indicated that none (0) of the sampled materials contained asbestos by weight and/or in accordance with USEPA NESHAP regulations. The final laboratory analytical report for these samples is submitted to confirm this determination and is contained in Attachment A. Attachment B contains photographs of the buildings. Attachment C contains the certifications of the analytical laboratory and the field inspector.

Based upon the age of the buildings and the results of the paint samples, all of the painted materials at the buildings should be identified as lead-containing paint (LCP). A majority of the paint on the buildings is in damaged condition. While there is no abatement of paint planned, the Contractor should be aware of the LCP during the demolition activities, so that proper worker safety procedures can be performed. The requirements of the Occupational Safety and Health Administration (OSHA) Construction Standards need to be invoked, if any metal content is present in the paint that may be affected by demolition activities. OSHA does not provide a minimum concentration criteria level for these metals; however, it requires precautions and protection for workers and the working environment be taken at any workplace where an exposure to airborne metals may occur. See Table 2.

As for the TCLP samples, the lead concentration results for each of the buildings were reported as being below the USEPA regulatory limit which is 5.0 milligrams per liter (mg/L) for each building. The final laboratory analytical report for these samples is submitted to confirm this determination and is contained in Attachment A. The demolition debris for the buildings can be considered non-hazardous waste and sent to a NY-approved residual waste disposal facility. Table 3 lists the TCLP results (mg/L of lead) and associated information.

Mr. John Connery

July 28, 2023

Page 4

Based upon the results of the PCB samples, one (1) of the caulking materials (white caulking) located at the Main Transfer Warehouse was identified to contain a small percentage of PCBs; however, the PCB concentration was not enough to require specific disposal action of this material. If manufactured PCB products containing PCBs greater than or equal to 50 parts per million (ppm) are found in a building or other structure, they must be removed and disposed of as PCB bulk product waste in accordance with Title 40 Code of Federal Regulations (CFR) section 761.62. The caulking had a low concentration below 50 ppm; thus, would not be deemed regulated PCB product. The other four samples were reported to be "none detected" by the laboratory. While no regulated PCB materials were found, the proposed contractor shall be responsible to perform the demolition work safely and in accordance with all applicable federal, state, and local laws. See Table 4 for more information.

Based upon the visual survey for hazardous materials, the field inspector identified and documented various items; such as, various containers and cans of oil, solvent, gasoline; propane tanks, industrial and commercial cleaners; potential PCB-containing light ballasts; potential mercury-containing devices; various types of fluorescent light bulbs; abandoned chemicals; and other universal waste (potentially containing hazardous and special waste) that may require specific handling or disposal. Rock salt, ice melt, and oil dry components are located in the Main Transfer Warehouse, along with a portable fuel tank and debris. The chemicals, various containers, propane tanks, extra light bulbs, and other hazardous materials are located in Room 4 of the Main Transfer Warehouse Office. The other potential hazardous materials, such as light ballasts, light bulbs, mercury thermostats, and smoke detectors are located throughout the Main Transfer Warehouse Office. The other buildings that contain light fixtures, ballasts, and air conditioner units as shown on Table 5. Scales 1 and 2 may have potential hazardous fluids (hydraulic fluid) used in the scales. The proposed demolition contractor shall be responsible to perform the safe removal and disposal of the hazardous materials prior to the demolition work in accordance with all applicable federal, state, and local laws. See Table 5 for more information.

Should you have any questions regarding this report, please do not hesitate to contact me at (412) 260-1280.

Sincerely,

MICHAEL BAKER INTERNATIONAL, INC.



Gary R. Case

Sr. Environmental Scientist

Disclaimer

The information presented in this report reflects the conditions that were observed in the buildings during the time frame this inspection was conducted. However, conditions could change due to vandalism, deterioration, or maintenance activities. Although every effort was made to identify all potential suspect building materials and components, there is no guarantee that additional materials are not present. Conditions may exist in the buildings; such that inaccessible materials may only become apparent during renovation activities.

Michael Baker

INTERNATIONAL

FIGURES



OCRRA Ley Creek Drop-Off Site



Liverpool, New York



Imagery ©2023 Airbus, Maxar Technologies, New York GIS, Map data ©2023 50 ft

S.O. No. _____

Subject: Ley Creek Transfer Station
Warehouse

Sheet No. 1 of 3

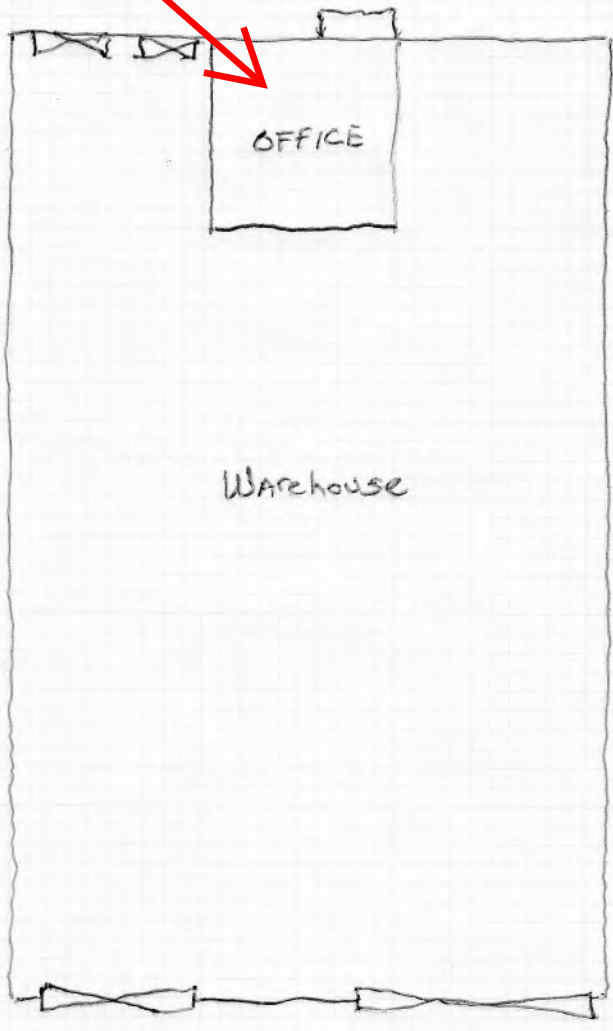
Drawing No. _____

Computed by _____ Checked By _____ Date _____

Baker

NORTH ↑

See sheet 2 for the Office floor plans with room numbers



S.O. No.

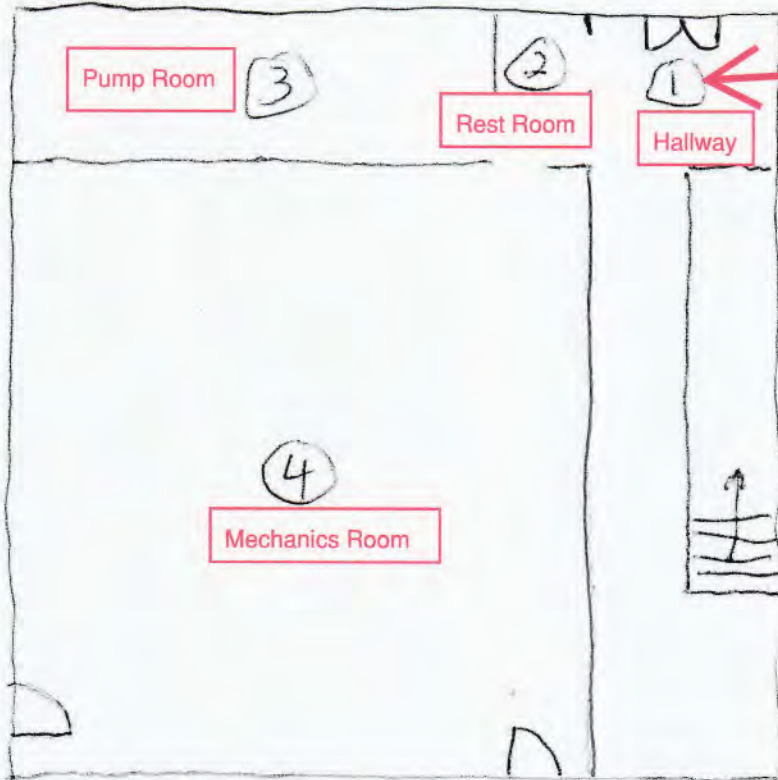
Subject: Ley Creek Transfer Station
Warehouse Office

Sheet No. 2 of 3

Drawing No.

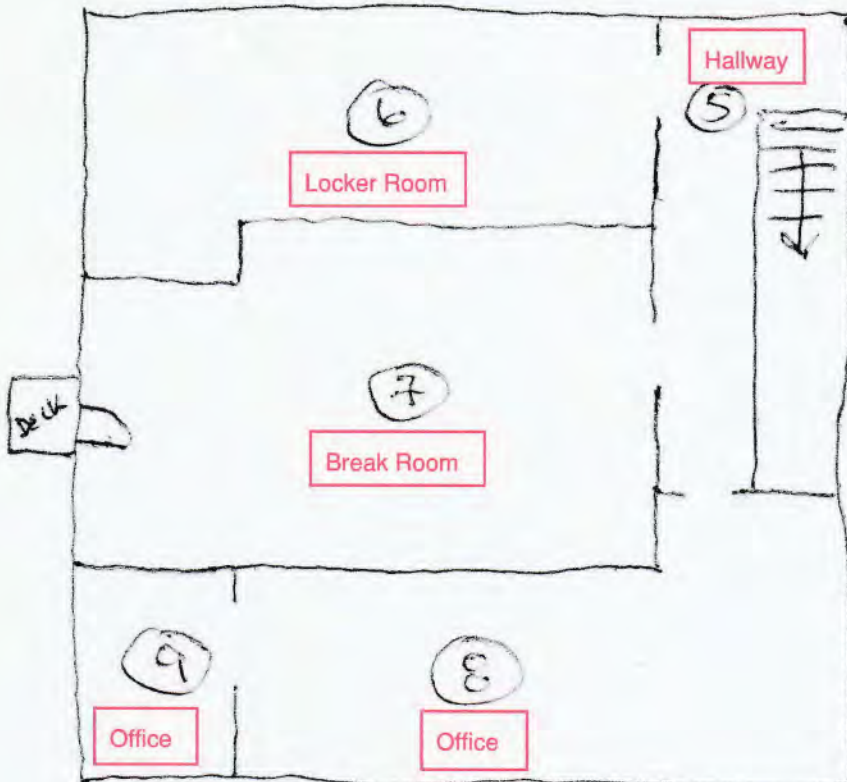
Computed by _____ Checked By _____ Date _____

Baker
NORTH ↑



Room numbers (typical)

First Floor Office



Second Floor Office

S.O. No. _____

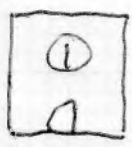
Subject: Ley Creek Transfer Station
Out Buildings

Baker

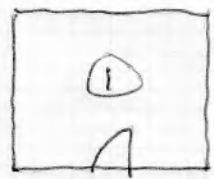
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Drawing No. _____

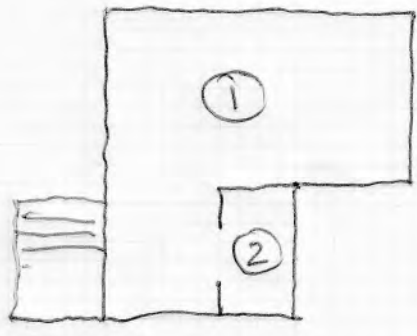
Computed by _____ Checked By _____ Date _____



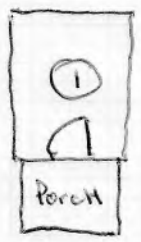
Deck Shed



Backyard Shed



Scale House



Gatekeeper Shed

Michael Baker

INTERNATIONAL

TABLES

TABLE 1

ASBESTOS SURVEY MATERIAL SUMMARY

**MAIN TRANSFER WAREHOUSE,
LEY CREEK TRANSFER STATION,
5158 LEY CREEK DRIVE,
LIVERPOOL, NEW YORK**

| Homogeneous Material Number | Material Type | Material Description | Material Locations | Friable | Sample Numbers | Sample Results | Sample Locations | Asbestos-Containing Material | Approximate Quantity of Asbestos | Condition of Material |
|-----------------------------|-------------------------------------|---|-------------------------------|---------|----------------|----------------|------------------|------------------------------|----------------------------------|-----------------------|
| 01 | Vinyl Floor Tile and Floor Adhesive | 12" x12" Black with White Vinyl Floor Tile and Tan Floor Adhesive | Rooms 1, 2, 5, 6, 7, 8, and 9 | No | LC - 01A | None Detected | Room 1 | No | Not Applicable | Not Applicable |
| | | | | | LC - 01B | None Detected | Room 7 | | | |
| 02 | Cove Base Adhesive | Tan, under 4" Black Vinyl Cove Base | Rooms 1, 2, 5, 6, 7, 8, and 9 | No | LC - 02A | None Detected | Room 2 | No | Not Applicable | Not Applicable |
| | | | | | LC - 02B | None Detected | Room 5 | | | |
| 03 | Ceiling Tile | 2' x 4' Fissured/Pinhole | Rooms 1, 2, 5, 6, 7, 8, and 9 | Yes | LC - 03A | None Detected | Room 1 | No | Not Applicable | Not Applicable |
| | | | | | LC - 03B | None Detected | Room 6 | | | |
| 04 | Wall and Ceiling Board | White, with White Joint Compound | Rooms 7, 8, and 9 | No | LC - 04A | None Detected | Room 7 | No | Not Applicable | Not Applicable |
| | | | | | LC - 04B | None Detected | Room 8 | | | |
| 05 | Sink Coat | Gray, under sink bowl | Room 7 | No | LC - 05A | None Detected | Room 7 | No | Not Applicable | Not Applicable |
| | | | | | LC - 05B | None Detected | Room 7 | | | |

According to EPA, asbestos-containing material (ACM) is defined as any material containing greater than 1% asbestos using laboratory analysis or, by NESHAP, contains less than 10% asbestos is considered positive, unless re-analyzed by PLM point count.

TABLE 1**ASBESTOS SURVEY MATERIAL SUMMARY****MAIN TRANSFER WAREHOUSE,
LEY CREEK TRANSFER STATION,
5158 LEY CREEK DRIVE,
LIVERPOOL, NEW YORK**

| Homogeneous Material Number | Material Type | Material Description | Material Locations | Friable | Sample Numbers | Sample Results | Sample Locations | Asbestos-Containing Material | Approximate Quantity of Asbestos | Condition of Material |
|-----------------------------|---------------------------------|---|-------------------------|---------|----------------|----------------|------------------|------------------------------|----------------------------------|-----------------------|
| 06 | Thermal Pipe Fitting Insulation | White Hard Elbows on Fiberglass-lined Pipes | Room 3 | Yes | LC - 06A | None Detected | Room 3 | No | Not Applicable | Not Applicable |
| | | | | | LC - 06B | None Detected | Room 3 | | | |
| | | | | | LC - 06C | None Detected | Room 3 | | | |
| 07 | Caulking | Gray, on various materials | Throughout the Building | No | LC - 07A | None Detected | Exterior | No | Not Applicable | Not Applicable |
| | | | | | LC - 07B | None Detected | Exterior | | | |
| 08 | Caulking | White, on various materials | Throughout the Building | No | LC - 08A | None Detected | Exterior | No | Not Applicable | Not Applicable |
| | | | | | LC - 08B | None Detected | Exterior | | | |
| 09 | Caulking | Black, on various materials | Throughout the Building | No | LC - 09A | Not Analyzed | Exterior | No | Not Applicable | Not Applicable |
| | | | | | LC - 09B | None Detected | Exterior | | | |

According to EPA, asbestos-containing material (ACM) is defined as any material containing greater than 1% asbestos using laboratory analysis or, by NESHAP, contains less than 10% asbestos is considered positive, unless re-analyzed by PLM point count.

TABLE 1

ASBESTOS SURVEY MATERIAL SUMMARY

BACKYARD SHED, LEY CREEK TRANSFER STATION, 5158 LEY CREEK DRIVE, LIVERPOOL, NEW YORK

| Homogeneous Material Number | Material Type | Material Description | Material Locations | Friable | Sample Numbers | Sample Results | Sample Locations | Asbestos-Containing Material | Approximate Quantity of Asbestos | Condition of Material |
|-----------------------------|----------------------------|----------------------|--------------------|---------|----------------|----------------|------------------|------------------------------|----------------------------------|-----------------------|
| 10 | Asphaltic Roofing Material | Gray Shingles | Exterior Roof | No | LC - 10A | None Detected | Roof | No | Not Applicable | Not Applicable |
| | | | | | LC - 10B | None Detected | Roof | | | |

According to EPA, asbestos-containing material (ACM) is defined as any material containing greater than 1% asbestos using laboratory analysis or, by NESHAP, contains less than 10% asbestos is considered positive, unless re-analyzed by PLM point count.

TABLE 1

ASBESTOS SURVEY MATERIAL SUMMARY

DECK SHED, LEY CREEK TRANSFER STATION, 5158 LEY CREEK DRIVE, LIVERPOOL, NEW YORK

| Homogeneous Material Number | Material Type | Material Description | Material Locations | Friable | Sample Numbers | Sample Results | Sample Locations | Asbestos-Containing Material | Approximate Quantity of Asbestos | Condition of Material |
|-----------------------------|----------------------------|----------------------|--------------------|---------|----------------|----------------|------------------|------------------------------|----------------------------------|-----------------------|
| 11 | Asphaltic Roofing Material | Gray Shingles | Exterior Roof | No | LC - 11A | None Detected | Roof | No | Not Applicable | Not Applicable |
| | | | | | LC - 11B | None Detected | Roof | | | |

According to EPA, asbestos-containing material (ACM) is defined as any material containing greater than 1% asbestos using laboratory analysis or, by NESHAP, contains less than 10% asbestos is considered positive, unless re-analyzed by PLM point count.

TABLE 1**ASBESTOS SURVEY MATERIAL SUMMARY****SCALE HOUSE,
LEY CREEK TRANSFER STATION,
5158 LEY CREEK DRIVE,
LIVERPOOL, NEW YORK**

| Homogeneous Material Number | Material Type | Material Description | Material Locations | Friable | Sample Numbers | Sample Results | Sample Locations | Asbestos-Containing Material | Approximate Quantity of Asbestos | Condition of Material |
|-----------------------------|-------------------------------------|--|--------------------|---------|----------------|----------------|------------------|------------------------------|--|-----------------------|
| 12 | Vinyl Floor Tile and Floor Adhesive | 12" x12" Orange Mottle Vinyl Floor Tile and Tan Floor Adhesive | Rooms 1 and 2 | No | LC - 12A | None Detected | Room 1 | No | Not Applicable | Not Applicable |
| | | | | | LC - 12B | None Detected | Room 2 | | | |
| 13 | Wall and Ceiling Board | White, with White Joint Compound | Rooms 1 and 2 | No | LC - 13A | None Detected | Room 1 | No | Not Applicable | Not Applicable |
| | | | | | LC - 13B | None Detected | Room 2 | | | |
| 14 | Cove Base Adhesive | Tan, under 4" Gray Vinyl Cove Base | Rooms 1 and 2 | No | LC - 14A | Not Analyzed | Room 1 | | Insufficient Material Submitted to Analyze | |
| | | | | | LC - 14B | Not Analyzed | Room 2 | | | |
| 15 | Caulking | Gray, around doors and windows | Exterior | No | LC - 15A | None Detected | Exterior | No | Not Applicable | Not Applicable |
| | | | | | LC - 15B | None Detected | Exterior | | | |

According to EPA, asbestos-containing material (ACM) is defined as any material containing greater than 1% asbestos using laboratory analysis or, by NESHAP, contains less than 10% asbestos is considered positive, unless re-analyzed by PLM point count.

TABLE 1**ASBESTOS SURVEY MATERIAL SUMMARY****GATEKEEPER SHED,
LEY CREEK TRANSFER STATION,
5158 LEY CREEK DRIVE,
LIVERPOOL, NEW YORK**

| Homogeneous Material Number | Material Type | Material Description | Material Locations | Friable | Sample Numbers | Sample Results | Sample Locations | Asbestos-Containing Material | Approximate Quantity of Asbestos | Condition of Material |
|-----------------------------|---|---|--------------------|---------|----------------|----------------|------------------|------------------------------|----------------------------------|-----------------------|
| 16 | Vinyl Floor Tile and Floor Adhesive | 2' x2' Black Vinyl Floor Tile and Tan Floor Adhesive | Room 1 | No | LC - 16A | None Detected | Room 1 | No | Not Applicable | Not Applicable |
| | | | | | LC - 16B | None Detected | Room 1 | | | |
| 17 | Wall and Ceiling Board | White, with White Joint Compound | Rooms 1 and 2 | No | LC - 17A | None Detected | Room 1 | No | Not Applicable | Not Applicable |
| | | | | | LC - 17B | None Detected | Room 1 | | | |
| 18 | Vinyl Floor Sheeting and Floor Adhesive | Yellow Block Vinyl Floor Sheeting and Yellow Floor Adhesive | Room 1 | No | LC - 18A | None Detected | Room 1 | No | Not Applicable | Not Applicable |
| | | | | | LC - 18B | None Detected | Room 1 | | | |
| 19 | Caulking | White, around various materials | Exterior | No | LC - 19A | None Detected | Exterior | No | Not Applicable | Not Applicable |
| | | | | | LC - 19B | None Detected | Exterior | | | |
| 20 | Asphaltic Roofing Material | Gray Shingles | Exterior Roof | No | LC - 20A | None Detected | Roof | No | Not Applicable | Not Applicable |
| | | | | | LC - 20B | None Detected | Roof | | | |

According to EPA, asbestos-containing material (ACM) is defined as any material containing greater than 1% asbestos using laboratory analysis or, by NESHAP, contains less than 10% asbestos is considered positive, unless re-analyzed by PLM point count.

TABLE 2

PAINT SURVEY SUMMARY

LEY CREEK TRANSFER STATION,
5158 LEY CREEK DRIVE,
LIVERPOOL, NEW YORK

| Buildings | Component | Locations | Color | Substrate | Condition | Findings | Recommendations |
|---|------------------------|-----------------------|------------------|----------------|----------------|---|---|
| Main Transfer Warehouse Scale House Gatekeeper Shed Backyard Shed Deck Shed Scale 1 Scale 2 | All painted components | Interior and Exterior | All Paint Colors | All Substrates | All Conditions | All paint contains at least a trace of lead and must be addressed according to OSHA requirements for lead-containing paint. | If Impacted by demolition activities, proper handling, removal, and proper disposal of the lead-containing paint and/or components is needed. |

| Bulk Testing at the Main Transfer Warehouse | | | | | | | |
|---|-----------------------|---------------|-----------|-----------------|------|---------------|---------------|
| Component | Locations | Color | Substrate | Paint Condition | LBP? | Sample Number | Sample Result |
| Siding | Exterior and Interior | Blue | Metal | Damaged | Yes | LC-P01 | 0.54% wt. |
| Siding | Exterior and Interior | Dark Blue | Metal | Damaged | Yes | LC-P02 | 0.52% wt. |
| Support Beams | Interior | Gray | Metal | Damaged | Yes | LC-P03 | 0.71% wt. |
| Support Beams | Interior | Gray | Metal | Damaged | Yes | LC-P04 | <0.0080% wt. |
| Stair Handrail | Exterior and Interior | Safety Yellow | Metal | Damaged | Yes | LC-P05 | 6.0% wt. |
| Block Walls | Exterior and Interior | White | Concrete | Damaged | Yes | LC-P06 | <0.0080% wt. |
| Support Beams | Interior | Red | Metal | Damaged | Yes | LC-P07 | 0.13% wt. |

* The requirements of the Occupational Safety and Health Administration (OSHA) Construction Standards need to be invoked if any metal content is present in the paint that may be affected by renovation activities. OSHA does not provide a minimum concentration criteria level for lead; however, it requires precautions and protection for workers and the working environment be taken at any work place where an exposure to airborne metals may occur.

TABLE 3

WASTE SAMPLING VIA TCLP

LEY CREEK TRANSFER STATION,
5158 LEY CREEK DRIVE,
LIVERPOOL, NEW YORK

| Facility | Material Type | Test Type | Material Description | Sample Numbers | Sample Results | Hazardous or Non-Hazardous |
|-------------------------|--|-------------|----------------------|----------------|----------------|----------------------------|
| Main Transfer Warehouse | Anticipated Waste Debris from Building | TCLP (lead) | Building components | LC - TCLP1 | <0.40 mg/L | Non-Hazardous |
| Scale House | Anticipated Waste Debris from Building | TCLP (lead) | Building components | LC - TCLP2 | <0.40 mg/L | Non-Hazardous |
| Gatekeeper Shed | Anticipated Waste Debris from Building | TCLP (lead) | Building components | LC - TCLP3 | <0.40 mg/L | Non-Hazardous |
| Backyard Shed | Anticipated Waste Debris from Building | TCLP (lead) | Building components | LC - TCLP4 | <0.40 mg/L | Non-Hazardous |
| Deck Shed | Anticipated Waste Debris from Building | TCLP (lead) | Building components | LC - TCLP5 | <0.40 mg/L | Non-Hazardous |
| Scales 1 and 2 | Anticipated Waste Debris from Building | TCLP (lead) | Building components | LC - TCLP6 | <0.40 mg/L | Non-Hazardous |

According to the EPA, TCLP criteria limit for leachable lead is defined as 5 milligrams per liter (mg/L) using laboratory analysis.

TABLE 4

PCB MATERIAL SAMPLING

LEY CREEK TRANSFER STATION,
5158 LEY CREEK DRIVE,
LIVERPOOL, NEW YORK

| Facility | Material Type | Material Description | Sample Numbers | Sample Results (mg/kg which equals ppm) | | | | | | | | | | PCB-Containing Material ? |
|-------------------------|---------------|-----------------------------|----------------|---|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|----|---|
| | | | | Aroclor 1016 | Aroclor 1221 | Aroclor 1232 | Aroclor 1242 | Aroclor 1248 | Aroclor 1254 | Aroclor 1260 | Aroclor 1262 | Aroclor 1268 | | |
| Main Transfer Warehouse | Caulking | Gray, on various materials | LC - PCB1 | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | No |
| Main Transfer Warehouse | Caulking | White, on various materials | LC - PCB2 | ND | ND | ND | 1.0 | ND | ND | ND | ND | ND | ND | Yes; however, it is not considered a regulated PCB- |
| Main Transfer Warehouse | Caulking | Black, on various materials | LC - PCB3 | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | No |
| Scale House | Caulking | Gray, on various materials | LC - PCB4 | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | No |
| Gatekeeper Shed | Caulking | Gray, on various materials | LC - PCB5 | ND | ND | ND | ND | ND | ND | ND | ND | ND | ND | No |

mg/kg = milligrams per kilograms

ppm = parts per million

ND = None Detected

TABLE 5

OTHER POTENTIALLY HAZARDOUS MATERIALS SUMMARY

**LEY CREEK TRANSFER STATION,
5158 LEY CREEK DRIVE,
LIVERPOOL, NEW YORK**

| Buildings | Light Bulbs | Ballasts | Thermostats | Exit Signs | Smoke Detectors | A/C Units | Other Hazardous Materials | Recommendations |
|------------------|-----------------------------|----------|-------------|------------|-----------------|-----------|---------------------------|---|
| Warehouse | 112 - 4' bulbs 3 Mercury | 28 | 0 | 0 | 0 | 0 | Yes | If impacted by demolition activities, proper handling and/or removal of these components is needed. |
| Warehouse Office | 70 - 4' bulbs | 27 | 7 | 1 | 9 | 0 | Yes - in Room 4 | |
| Backyard Shed | 2 - 4' bulbs | 1 | 0 | 0 | 0 | 1 | No | |
| Deck Shed | Regular bulb | 0 | 0 | 0 | 0 | 1 | No | |
| Scale House | 8 - 4' bulbs | 4 | 1 | 0 | 0 | 1 | No | |
| Gatekeepers Shed | Regular bulb | 0 | 0 | 0 | 0 | 0 | No | |
| Scale 1 | 0 | 0 | 0 | 0 | 0 | 0 | Potential Fluids | |
| Scale 2 | 0 | 0 | 0 | 0 | 0 | 0 | Potential Fluids | |

NOTE: These are approximate quantities tallied at the time of the survey. Actual quantities should be field verified upon removal and/or demolition of the buildings.

Michael Baker

INTERNATIONAL

ATTACHMENT A



EMSL Analytical, Inc.

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Tel/Fax: (800) 220-3675 / (856) 786-5974
<http://www.EMSL.com/cinnaslab@EMSL.com>

EMSL Order: 042316027
Customer ID: BAKE51
Customer PO:
Project ID:

Attention: Gary Case
Michael Baker, Jr. Inc.
100 Airside Drive
Moon Township, PA 15108
Project: Ley Creek Station (NY)

Phone: (412) 375-3996
Fax: (412) 375-3996
Received Date: 06/30/2023 9:50 AM
Analysis Date: 07/07/2023 - 07/19/2023
Collected Date:

Test Report:Asbestos Analysis of Bulk Material

| Test | Analyzed Date | Color | Non-Asbestos | | Asbestos |
|---|---------------|--------------------|--------------|---------------|------------------------------------|
| | | | Fibrous | Non-Fibrous | |
| Sample ID LC-01A 042316027-0001 | | Description | | | |
| | | Homogeneity | Homogeneous | | |
| PLM NYS 198.1 Friable | | | | | Not Analyzed |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | 07/18/2023 | Black | | 100.00% Other | Inconclusive: None Detected |
| TEM NYS 198.4 NOB | 07/19/2023 | Black | | 100.00% Other | None Detected |
| Sample ID LC-01A-Mastic 042316027-0001A | | Description | | | |
| | | Homogeneity | Homogeneous | | |
| PLM NYS 198.1 Friable | | | | | Not Analyzed |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | 07/18/2023 | Yellow | | 100.00% Other | Inconclusive: None Detected |
| TEM NYS 198.4 NOB | 07/19/2023 | Yellow | | 100.00% Other | None Detected |
| Sample ID LC-01B 042316027-0002 | | Description | | | |
| | | Homogeneity | Homogeneous | | |
| PLM NYS 198.1 Friable | | | | | Not Analyzed |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | 07/18/2023 | Black | | 100.00% Other | Inconclusive: None Detected |
| TEM NYS 198.4 NOB | 07/19/2023 | Black | | 100.00% Other | None Detected |
| Sample ID LC-02A 042316027-0003 | | Description | | | |
| | | Homogeneity | Homogeneous | | |
| PLM NYS 198.1 Friable | | | | | Not Analyzed |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | 07/18/2023 | Black | | 100.00% Other | Inconclusive: None Detected |
| TEM NYS 198.4 NOB | 07/19/2023 | Black | | 100.00% Other | None Detected |
| Sample ID LC-02A-Adhesive 042316027-0003A | | Description | | | |
| | | Homogeneity | Homogeneous | | |
| PLM NYS 198.1 Friable | | | | | Not Analyzed |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | 07/18/2023 | White | | 100.00% Other | Inconclusive: None Detected |
| TEM NYS 198.4 NOB | 07/19/2023 | White | | 100.00% Other | None Detected |

Initial report from: 07/17/2023 23:02:06



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EMSL Order: 042316027

Customer ID: BAKE51

Customer PO:

Project ID:

Test Report:Asbestos Analysis of Bulk Material

| Test | Analyzed Date | Color | Non-Asbestos | | Asbestos |
|--|---------------|-------|----------------------------|-----------------------------|-----------------------------|
| | | | Fibrous | Non-Fibrous | |
| Sample ID LC-02B 042316027-0004 | | | Description Homogeneity | | |
| | | | Homogeneous | | |
| PLM NYS 198.1 Friable | | | | | Not Analyzed |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | 07/18/2023 | Black | | 100.00% Other | Inconclusive: None Detected |
| TEM NYS 198.4 NOB | 07/19/2023 | Black | | 100.00% Other | None Detected |
| Sample ID LC-02B-Adhesive 042316027-0004A | | | Description Homogeneity | | |
| | | | Homogeneous | | |
| PLM NYS 198.1 Friable | | | | | Not Analyzed |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | 07/18/2023 | White | | 100.00% Other | Inconclusive: None Detected |
| TEM NYS 198.4 NOB | 07/19/2023 | White | | 100.00% Other | None Detected |
| Sample ID LC-03A 042316027-0005 | | | Description Homogeneity | | |
| | | | Homogeneous | | |
| PLM NYS 198.1 Friable | | | | | Not Analyzed |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | 07/18/2023 | Gray | 2.70% Min. Wool | 97.30% Other | Inconclusive: None Detected |
| TEM NYS 198.4 NOB | 07/19/2023 | Gray | | 100.00% Other | None Detected |
| Sample ID LC-03B 042316027-0006 | | | Description Homogeneity | | |
| | | | Homogeneous | | |
| PLM NYS 198.1 Friable | | | | | Not Analyzed |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | 07/18/2023 | Gray | 3.90% Min. Wool | 96.10% Other | Inconclusive: None Detected |
| TEM NYS 198.4 NOB | 07/19/2023 | Gray | | 100.00% Other | None Detected |
| Sample ID LC-04A 042316027-0007 | | | Description Homogeneity | | |
| | | | Homogeneous | | |
| PLM NYS 198.1 Friable | 07/18/2023 | White | | 100.00% Non-fibrous (other) | None Detected |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | | | | | Not Analyzed |
| TEM NYS 198.4 NOB | | | | | Not Analyzed |
| Sample ID LC-04B 042316027-0008 | | | Description Homogeneity | | |
| | | | Homogeneous | | |
| PLM NYS 198.1 Friable | 07/18/2023 | White | 3.00% Glass | 97.00% Non-fibrous (other) | None Detected |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | | | | | Not Analyzed |
| TEM NYS 198.4 NOB | | | | | Not Analyzed |

Initial report from: 07/17/2023 23:02:06



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EMSL Order: 042316027

Customer ID: BAKE51

Customer PO:

Project ID:

Test Report:Asbestos Analysis of Bulk Material

| Test | Analyzed Date | Color | Non-Asbestos | | Asbestos |
|---|---------------|--------------------|--------------------------------------|----------------------------|------------------------------------|
| | | | Fibrous | Non-Fibrous | |
| Sample ID LC-05A 042316027-0009 | | Description | | | |
| | | Homogeneity | Homogeneous | | |
| PLM NYS 198.1 Friable | | | | | Not Analyzed |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | 07/18/2023 | Gray | | 100.00% Other | Inconclusive: None Detected |
| TEM NYS 198.4 NOB | 07/19/2023 | Gray | | 100.00% Other | None Detected |
| Sample ID LC-05B 042316027-0010 | | Description | | | |
| | | Homogeneity | Homogeneous | | |
| PLM NYS 198.1 Friable | | | | | Not Analyzed |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | 07/18/2023 | Gray | | 100.00% Other | Inconclusive: None Detected |
| TEM NYS 198.4 NOB | 07/19/2023 | Gray | | 100.00% Other | None Detected |
| Sample ID LC-06A 042316027-0011 | | Description | | | |
| | | Homogeneity | Heterogeneous | | |
| PLM NYS 198.1 Friable | 07/18/2023 | Gray/ White | 20.00% Cellulose 30.00% Min. Wool | 50.00% Non-fibrous (other) | None Detected |
| Result includes a small amount of inseparable attached material | | | | | |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | | | | | Not Analyzed |
| TEM NYS 198.4 NOB | | | | | Not Analyzed |
| Sample ID LC-06B 042316027-0012 | | Description | | | |
| | | Homogeneity | Homogeneous | | |
| PLM NYS 198.1 Friable | 07/18/2023 | Gray | 5.00% Cellulose 35.00% Min. Wool | 60.00% Non-fibrous (other) | None Detected |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | | | | | Not Analyzed |
| TEM NYS 198.4 NOB | | | | | Not Analyzed |
| Sample ID LC-06C 042316027-0013 | | Description | | | |
| | | Homogeneity | Homogeneous | | |
| PLM NYS 198.1 Friable | 07/18/2023 | Gray/ White | 5.00% Cellulose 40.00% Min. Wool | 55.00% Non-fibrous (other) | None Detected |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | | | | | Not Analyzed |
| TEM NYS 198.4 NOB | | | | | Not Analyzed |
| Sample ID LC-07A 042316027-0014 | | Description | | | |
| | | Homogeneity | Homogeneous | | |
| PLM NYS 198.1 Friable | | | | | Not Analyzed |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | 07/18/2023 | Gray | | 100.00% Other | Inconclusive: None Detected |
| TEM NYS 198.4 NOB | 07/19/2023 | Gray | | 100.00% Other | None Detected |

Initial report from: 07/17/2023 23:02:06



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EMSL Order: 042316027

Customer ID: BAKE51

Customer PO:

Project ID:

Test Report:Asbestos Analysis of Bulk Material

| Test | Analyzed Date | Color | Non-Asbestos | | Asbestos |
|---|---------------|----------------------|--------------|---------------|------------------------------------|
| | | | Fibrous | Non-Fibrous | |
| Sample ID LC-07B 042316027-0015 | | Description | | | |
| | | Homogeneity | Homogeneous | | |
| PLM NYS 198.1 Friable | | | | | Not Analyzed |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | 07/18/2023 | Gray | | 100.00% Other | Inconclusive: None Detected |
| TEM NYS 198.4 NOB | 07/19/2023 | Gray | | 100.00% Other | None Detected |
| Sample ID LC-08A 042316027-0016 | | Description | | | |
| | | Homogeneity | Homogeneous | | |
| PLM NYS 198.1 Friable | | | | | Not Analyzed |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | 07/18/2023 | Tan/ White/ Green | | 100.00% Other | Inconclusive: None Detected |
| TEM NYS 198.4 NOB | 07/19/2023 | Tan/ White/ Green | | 100.00% Other | None Detected |
| Sample ID LC-08B 042316027-0017 | | Description | | | |
| | | Homogeneity | Homogeneous | | |
| PLM NYS 198.1 Friable | | | | | Not Analyzed |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | 07/18/2023 | Tan/ White/ Green | | 100.00% Other | Inconclusive: None Detected |
| TEM NYS 198.4 NOB | 07/19/2023 | Tan/ White/ Green | | 100.00% Other | None Detected |
| Sample ID LC-09A 042316027-0018 | | Description | | | |
| | | Homogeneity | | | |
| PLM NYS 198.1 Friable | | | | | Not Analyzed |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | 07/18/2023 | | | | Insufficient Material |
| TEM NYS 198.4 NOB | | | | | Not Analyzed |
| Sample ID LC-09B 042316027-0019 | | Description | | | |
| | | Homogeneity | Homogeneous | | |
| PLM NYS 198.1 Friable | | | | | Not Analyzed |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | 07/18/2023 | Clear | | 100.00% Other | Inconclusive: None Detected |
| TEM NYS 198.4 NOB | 07/19/2023 | Clear | | 100.00% Other | None Detected |
| Sample ID LC-10A 042316027-0020 | | Description | | | |
| | | Homogeneity | Homogeneous | | |
| PLM NYS 198.1 Friable | | | | | Not Analyzed |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | 07/18/2023 | Black | 1.50% Glass | 98.50% Other | Inconclusive: None Detected |
| TEM NYS 198.4 NOB | 07/19/2023 | Black | | 100.00% Other | None Detected |

Initial report from: 07/17/2023 23:02:06



EMSL Analytical, Inc.

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Tel/Fax: (800) 220-3675 / (856) 786-5974

<http://www.EMSL.com> / cinnasblab@EMSL.com

EMSL Order: 042316027

Customer ID: BAKE51

Customer PO:

Project ID:

Test Report:Asbestos Analysis of Bulk Material

| Test | Analyzed Date | Color | Non-Asbestos | | Asbestos |
|---|---------------|--------------------|--------------|---------------|------------------------------------|
| | | | Fibrous | Non-Fibrous | |
| Sample ID LC-10B 042316027-0021 | | Description | | | |
| | | Homogeneity | Homogeneous | | |
| PLM NYS 198.1 Friable | | | | | Not Analyzed |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | 07/18/2023 | Black | 2.60% Glass | 97.40% Other | Inconclusive: None Detected |
| TEM NYS 198.4 NOB | 07/19/2023 | Black | | 100.00% Other | None Detected |
| Sample ID LC-11A 042316027-0022 | | Description | | | |
| | | Homogeneity | Homogeneous | | |
| PLM NYS 198.1 Friable | | | | | Not Analyzed |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | 07/18/2023 | Black | | 100.00% Other | Inconclusive: None Detected |
| TEM NYS 198.4 NOB | 07/19/2023 | Black | | 100.00% Other | None Detected |
| Sample ID LC-11B 042316027-0023 | | Description | | | |
| | | Homogeneity | Homogeneous | | |
| PLM NYS 198.1 Friable | | | | | Not Analyzed |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | 07/18/2023 | Black | 1.40% Glass | 98.60% Other | Inconclusive: None Detected |
| TEM NYS 198.4 NOB | 07/19/2023 | Black | | 100.00% Other | None Detected |
| Sample ID LC-12A 042316027-0024 | | Description | | | |
| | | Homogeneity | Homogeneous | | |
| PLM NYS 198.1 Friable | | | | | Not Analyzed |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | 07/18/2023 | Tan | | 100.00% Other | Inconclusive: None Detected |
| TEM NYS 198.4 NOB | 07/19/2023 | Tan | | 100.00% Other | None Detected |
| Sample ID LC-12B 042316027-0025 | | Description | | | |
| | | Homogeneity | Homogeneous | | |
| PLM NYS 198.1 Friable | | | | | Not Analyzed |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | 07/18/2023 | Tan | | 100.00% Other | Inconclusive: None Detected |
| TEM NYS 198.4 NOB | 07/19/2023 | Tan | | 100.00% Other | None Detected |
| Sample ID LC-13A 042316027-0026 | | Description | | | |
| | | Homogeneity | Homogeneous | | |
| PLM NYS 198.1 Friable | | | | | Not Analyzed |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | 07/18/2023 | Gray | | 100.00% Other | Inconclusive: None Detected |
| TEM NYS 198.4 NOB | 07/19/2023 | Gray | | 100.00% Other | None Detected |

Initial report from: 07/17/2023 23:02:06



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EMSL Order: 042316027

Customer ID: BAKE51

Customer PO:

Project ID:

Test Report:Asbestos Analysis of Bulk Material

| Test | Analyzed Date | Color | Non-Asbestos | | Asbestos |
|---|---------------|--------------------|--------------|---------------|------------------------------------|
| | | | Fibrous | Non-Fibrous | |
| Sample ID LC-13B 042316027-0027 | | Description | | | |
| | | Homogeneity | Homogeneous | | |
| PLM NYS 198.1 Friable | | | | | Not Analyzed |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | 07/18/2023 | Gray | | 100.00% Other | Inconclusive: None Detected |
| TEM NYS 198.4 NOB | 07/19/2023 | Gray | | 100.00% Other | None Detected |
| Sample ID LC-14A 042316027-0028 | | Description | | | |
| | | Homogeneity | | | |
| PLM NYS 198.1 Friable | 07/18/2023 | | | | Not Submitted |
| Sample bag is empty. | | | | | |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | | | | | Not Analyzed |
| TEM NYS 198.4 NOB | | | | | Not Analyzed |
| Sample ID LC-14B 042316027-0029 | | Description | | | |
| | | Homogeneity | | | |
| PLM NYS 198.1 Friable | 07/18/2023 | | | | Not Submitted |
| Sample bag is empty. | | | | | |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | | | | | Not Analyzed |
| TEM NYS 198.4 NOB | | | | | Not Analyzed |
| Sample ID LC-15A 042316027-0030 | | Description | | | |
| | | Homogeneity | Homogeneous | | |
| PLM NYS 198.1 Friable | | | | | Not Analyzed |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | 07/18/2023 | Gray | | 100.00% Other | Inconclusive: None Detected |
| TEM NYS 198.4 NOB | 07/19/2023 | Gray | | 100.00% Other | None Detected |
| Sample ID LC-15B 042316027-0031 | | Description | | | |
| | | Homogeneity | Homogeneous | | |
| PLM NYS 198.1 Friable | | | | | Not Analyzed |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | 07/18/2023 | Gray | | 100.00% Other | Inconclusive: None Detected |
| TEM NYS 198.4 NOB | 07/19/2023 | Gray | | 100.00% Other | None Detected |
| Sample ID LC-16A 042316027-0032 | | Description | | | |
| | | Homogeneity | Homogeneous | | |
| PLM NYS 198.1 Friable | | | | | Not Analyzed |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | 07/18/2023 | Black | | 100.00% Other | Inconclusive: None Detected |
| TEM NYS 198.4 NOB | 07/19/2023 | Black | | 100.00% Other | None Detected |

Initial report from: 07/17/2023 23:02:06



EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

Tel/Fax: (800) 220-3675 / (856) 786-5974

<http://www.EMSL.com> / cinnasblab@EMSL.com

EMSL Order: 042316027

Customer ID: BAKE51

Customer PO:

Project ID:

Test Report:Asbestos Analysis of Bulk Material

| Test | Analyzed Date | Color | Non-Asbestos | | Asbestos |
|---|---------------|--------------------|--------------|---------------|------------------------------------|
| | | | Fibrous | Non-Fibrous | |
| Sample ID LC-16B 042316027-0033 | | Description | | | |
| | | Homogeneity | Homogeneous | | |
| PLM NYS 198.1 Friable | | | | | Not Analyzed |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | 07/18/2023 | Black | | 100.00% Other | Inconclusive: None Detected |
| TEM NYS 198.4 NOB | 07/19/2023 | Black | | 100.00% Other | None Detected |
| Sample ID LC-17A 042316027-0034 | | Description | | | |
| | | Homogeneity | Homogeneous | | |
| PLM NYS 198.1 Friable | | | | | Not Analyzed |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | 07/18/2023 | Black | | 100.00% Other | Inconclusive: None Detected |
| TEM NYS 198.4 NOB | 07/19/2023 | Black | | 100.00% Other | None Detected |
| Sample ID LC-17B 042316027-0035 | | Description | | | |
| | | Homogeneity | Homogeneous | | |
| PLM NYS 198.1 Friable | | | | | Not Analyzed |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | 07/18/2023 | Black | | 100.00% Other | Inconclusive: None Detected |
| TEM NYS 198.4 NOB | 07/19/2023 | Black | | 100.00% Other | None Detected |
| Sample ID LC-18A 042316027-0036 | | Description | | | |
| | | Homogeneity | Homogeneous | | |
| PLM NYS 198.1 Friable | | | | | Not Analyzed |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | 07/18/2023 | Gray/ Tan | | 100.00% Other | Inconclusive: None Detected |
| TEM NYS 198.4 NOB | 07/19/2023 | Gray/ Tan | | 100.00% Other | None Detected |
| Sample ID LC-18B 042316027-0037 | | Description | | | |
| | | Homogeneity | Homogeneous | | |
| PLM NYS 198.1 Friable | | | | | Not Analyzed |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | 07/18/2023 | Gray/ Tan | <1.00% Glass | 100.00% Other | Inconclusive: None Detected |
| TEM NYS 198.4 NOB | 07/19/2023 | Gray/ Tan | | 100.00% Other | None Detected |
| Sample ID LC-19A 042316027-0038 | | Description | | | |
| | | Homogeneity | Homogeneous | | |
| PLM NYS 198.1 Friable | | | | | Not Analyzed |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | 07/18/2023 | Clear | | 100.00% Other | Inconclusive: None Detected |
| TEM NYS 198.4 NOB | 07/19/2023 | Clear | | 100.00% Other | None Detected |

Initial report from: 07/17/2023 23:02:06



EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

Tel/Fax: (800) 220-3675 / (856) 786-5974

<http://www.EMSL.com> / cinnasblab@EMSL.com

EMSL Order: 042316027
Customer ID: BAKE51
Customer PO:
Project ID:

Test Report:Asbestos Analysis of Bulk Material

| Test | Analyzed Date | Color | Non-Asbestos | | Asbestos |
|---|---------------|--------------------|--------------|---------------|------------------------------------|
| | | | Fibrous | Non-Fibrous | |
| Sample ID LC-19B 042316027-0039 | | Description | | | |
| | | Homogeneity | Homogeneous | | |
| PLM NYS 198.1 Friable | | | | | Not Analyzed |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | 07/18/2023 | Clear | | 100.00% Other | Inconclusive: None Detected |
| TEM NYS 198.4 NOB | 07/19/2023 | Clear | | 100.00% Other | None Detected |
| Sample ID LC-20A 042316027-0040 | | Description | | | |
| | | Homogeneity | Homogeneous | | |
| PLM NYS 198.1 Friable | | | | | Not Analyzed |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | 07/18/2023 | White/ Black | 5.10% Glass | 94.90% Other | Inconclusive: None Detected |
| TEM NYS 198.4 NOB | 07/19/2023 | White/ Black | | 100.00% Other | None Detected |
| Sample ID LC-20B 042316027-0041 | | Description | | | |
| | | Homogeneity | Homogeneous | | |
| PLM NYS 198.1 Friable | | | | | Not Analyzed |
| PLM NYS 198.6 VCM | | | | | Not Analyzed |
| PLM NYS 198.6 NOB | 07/18/2023 | Gray/ Black | 2.10% Glass | 97.90% Other | Inconclusive: None Detected |
| TEM NYS 198.4 NOB | 07/19/2023 | Gray/ Black | | 100.00% Other | None Detected |

Initial report from: 07/17/2023 23:02:06



EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

Tel/Fax: (800) 220-3675 / (856) 786-5974

<http://www.EMSL.com> / cinnasblab@EMSL.com

| |
|------------------------------|
| EMSL Order: 042316027 |
| Customer ID: BAKE51 |
| Customer PO: |
| Project ID: |

Test Report:Asbestos Analysis of Bulk Material

Analyst(s):

Andrew Borsos PLM NYS 198.1 Friable (3)

Michael Bocchicchio PLM NYS 198.1 Friable (2)

Julianna Hosbach PLM NYS 198.6 NOB (17)

Michael Bocchicchio PLM NYS 198.6 NOB (19)

Daniel Blake TEM NYS 198.4 NOB (36)

Samples reviewed and approved by:

Samantha Rundstrom, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. Estimation of uncertainty available upon request. This report is a summary of multiple methods of analysis, fully compliant reports are available upon request. All samples examined for the presence of vermiculite when analyzed via NYS 198.1. A combination of PLM and TEM analysis may be necessary to ensure consistently reliable detection of asbestos. Polarized-light microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. This report must not be used to claim product endorsement by NVLAP of any agency or the U.S. Government . Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing. NOB= Non friable organically bound; N/A= Not applicable VCM= Vermiculite containing material.

Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA LAP, LLC-IHLAP Lab 100194, NJ DEP 03036, PA ID# 68-00367, LA #04127

Initial report from: 07/17/2023 23:02:06



EMSL Analytical, Inc.

200 Route 130 North, Cinnaminson, NJ 08077

Phone/Fax: (856) 303-2500 / (856) 786-5974

<http://www.EMSL.com>

cinnaminsonleadlab@emsl.com

| | |
|-------------|-----------|
| EMSL Order: | 202305334 |
| CustomerID: | BAKE51 |
| CustomerPO: | |
| ProjectID: | |

Attn: **Gary Case**
Michael Baker, Jr. Inc.
100 Airside Drive
Moon Township, PA 15108

Phone: (412) 269-6300
 Fax: (412) 375-3996
 Received: 6/30/2023 11:00 AM
 Collected: 6/29/2023

Project: **Ley Creek Station (NY)**

Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B)*

| <i>Client Sample Description</i> | <i>Lab ID</i> | <i>Collected</i> | <i>Analyzed</i> | <i>Weight</i> | <i>Lead Concentration</i> |
|----------------------------------|------------------------------|------------------|-----------------|---------------|---------------------------|
| LC-P01 | 202305334-0001 | 6/29/2023 | 7/6/2023 | 0.1910 g | 0.54 % wt |
| | Site: Ley Creek Station (NY) | | | | |
| LC-P02 | 202305334-0002 | 6/29/2023 | 7/6/2023 | 0.2567 g | 0.52 % wt |
| | Site: Ley Creek Station (NY) | | | | |
| LC-P03 | 202305334-0003 | 6/29/2023 | 7/6/2023 | 0.2531 g | 0.71 % wt |
| | Site: Ley Creek Station (NY) | | | | |
| LC-P04 | 202305334-0004 | 6/29/2023 | 7/6/2023 | 0.2684 g | <0.0080 % wt |
| | Site: Ley Creek Station (NY) | | | | |
| LC-P05 | 202305334-0005 | 6/29/2023 | 7/7/2023 | 0.2919 g | 6.0 % wt |
| | Site: Ley Creek Station (NY) | | | | |
| LC-P06 | 202305334-0006 | 6/29/2023 | 7/7/2023 | 0.2519 g | <0.0080 % wt |
| | Site: Ley Creek Station (NY) | | | | |
| LC-P07 | 202305334-0007 | 6/29/2023 | 7/7/2023 | 0.0921 g | 0.13 % wt |
| | Site: Ley Creek Station (NY) | | | | |

Owen Mckenna, Lead Laboratory Director
or other approved signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted.

* Analysis following Lead in Paint by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 0.008% wt based on the minimum sample weight per our SOP. "<" (less than) result signifies the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. Definitions of modifications are available upon request.

Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NELAP Certifications: NJ 03036, NY 10872, PA 68-00367, AIHA LAP, LLC-ELLAP Accredited #100194, A2LA Accredited - Certificate #2845.01

Initial report from 07/17/2023 11:53:50



EMSL Analytical, Inc.

10801 Southern Loop Blvd, Pineville, NC 28134
Phone/Fax: (704) 525-2205 / (704) 525-2382
<http://www.EMSL.com> charlottelab@emsl.com

EMSL Order: 412307111
CustomerID: BAKE51
CustomerPO:
ProjectID:

Attn: **Gary Case**
Michael Baker, Jr. Inc.
100 Airside Drive
Moon Township, PA 15108

Phone: (412) 269-6300
Fax: (412) 375-3996
Received: 7/5/2023 09:45 AM
Collected:

Project: **Ley Creek Station**

Test Report: Toxicity Characteristic Leachate Procedure (1311/7000B)

| <i>Client Sample Description</i> | <i>Lab ID</i> | <i>Collected</i> | <i>Analyzed</i> | <i>Lead Concentration</i> |
|----------------------------------|----------------|------------------|-----------------|---------------------------|
| LC - TCLP1 | 412307111-0001 | 7/10/2023 | 7/10/2023 | <0.40 mg/L |
| LC - TCLP2 | 412307111-0002 | 7/10/2023 | 7/10/2023 | <0.40 mg/L |
| LC - TCLP3 | 412307111-0003 | 7/10/2023 | 7/10/2023 | <0.40 mg/L |
| LC - TCLP4 | 412307111-0004 | 7/10/2023 | 7/10/2023 | <0.40 mg/L |
| LC - TCLP5 | 412307111-0005 | 7/10/2023 | 7/10/2023 | <0.40 mg/L |
| LC - TCLP6 | 412307111-0006 | 7/10/2023 | 7/10/2023 | <0.40 mg/L |

Aaron Hartley, Lead Technical Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. Definitions of modifications are available upon request.
Samples analyzed by EMSL Analytical, Inc. Pineville, NC

Initial report from 07/13/2023 10:20:00

**EMSL Analytical, Inc.**

200 Route 130, Cinnaminson, NJ, 08077
Telephone: 856-858-4800 Fax:856-786-5974
EMSL-CIN-01

EMSL Order ID: 012358107**LIMS Reference ID:** AB58107**EMSL Customer ID:** BAKE51

July 10, 2023

Gary Case
Michael Baker, Jr. Inc. [BAKE51]
100 Airside Drive
Moon Township, PA 15108

The following analytical report covers the analysis performed on samples submitted to EMSL Analytical, Inc. on 6/30/2023. The results are tabulated on the attached pages for the following client designated project:

Ley Creek Station (NY)

The reference number for these samples is EMSL Order #: AB58107 . Please use this reference when calling about these samples. If you have any questions, please do not hesitate to contact the lab at 856-858-4800.

Owen McKenna Laboratory Manager or other approved signatory

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EMSL Analytical, Inc.

200 Route 130, Cinnaminson, NJ, 08077
 Telephone: 856-858-4800 Fax:856-786-5974
 EMSL-CIN-01

EMSL Order ID: 012358107

LIMS Reference ID: AB58107

EMSL Customer ID: BAKE51

Attention: Gary Case
 Michael Baker, Jr. Inc. [BAKE51]
 100 Airside Drive
 Moon Township, PA 15108
 (412) 375-3996
 gcase@mbakerintl.com

Project Name: Ley Creek Station (NY)

Customer PO:

EMSL Sales Rep: Gillian Egiazarov

Received: 06/30/2023 09:30

Reported: 07/10/2023 16:45

Sample Condition on Receipt

Cooler ID: Default Cooler **Temperature: 20.8 °C**

| | |
|------------------------|---|
| Custody Seals | Y |
| Containers Intact | Y |
| COC/Labels Agree | Y |
| Preservation Confirmed | Y |

**EMSL Analytical, Inc.**

200 Route 130, Cinnaminson, NJ, 08077
 Telephone: 856-858-4800 Fax:856-786-5974
 EMSL-CIN-01

EMSL Order ID: 012358107**LIMS Reference ID:** AB58107**EMSL Customer ID:** BAKE51**Attention:** Gary Case

Michael Baker, Jr. Inc. [BAKE51]
 100 Airside Drive
 Moon Township, PA 15108
 (412) 375-3996
 gcase@mbakerintl.com

Project Name:

Ley Creek Station (NY)

Customer PO:**EMSL Sales Rep:**

Gillian Egiazarov

Received:

06/30/2023 09:30

Reported:

07/10/2023 16:45

Samples in this Report

| Lab ID | Sample | Matrix | Date Sampled | Date Received |
|---------------|---------------|---------------|---------------------|----------------------|
| AB58107-01 | LC-PCB1 | Solid | 06/01/2023 | 06/30/2023 |
| AB58107-02 | LC-PCB2 | Solid | 06/01/2023 | 06/30/2023 |
| AB58107-03 | LC-PCB3 | Solid | 06/01/2023 | 06/30/2023 |
| AB58107-04 | LC-PCB4 | Solid | 06/01/2023 | 06/30/2023 |
| AB58107-05 | LC-PCB5 | Solid | 06/01/2023 | 06/30/2023 |



EMSL Analytical, Inc.

200 Route 130, Cinnaminson, NJ, 08077
 Telephone: 856-858-4800 Fax:856-786-5974
 EMSL-CIN-01

EMSL Order ID: 012358107

LIMS Reference ID: AB58107

EMSL Customer ID: BAKE51

Attention: Gary Case
 Michael Baker, Jr. Inc. [BAKE51]
 100 Airside Drive
 Moon Township, PA 15108
 (412) 375-3996
 gcase@mbakerintl.com

Project Name: Ley Creek Station (NY)

Customer PO:

EMSL Sales Rep: Gillian Egiazarov

Received: 06/30/2023 09:30

Reported: 07/10/2023 16:45

Positive Hits Summary

| Lab ID | Client ID | | | | Sampled |
|--------------|--------------|--------|-----------|-------|------------------|
| AB58107-02 | LC-PCB2 | | | | 06/01/23 00:00 |
| Method | Analyte | Result | Qualifier | Unit | Analyzed |
| SW 846-8082A | Aroclor-1242 | 1.0 | | mg/kg | 07/06/2023 00:00 |

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted."

**EMSL Analytical, Inc.**

200 Route 130, Cinnaminson, NJ, 08077
 Telephone: 856-858-4800 Fax:856-786-5974
 EMSL-CIN-01

EMSL Order ID: 012358107

LIMS Reference ID: AB58107

EMSL Customer ID: BAKE51

Attention: Gary Case
 Michael Baker, Jr. Inc. [BAKE51]
 100 Airside Drive
 Moon Township, PA 15108
 (412) 375-3996
 gcase@mbakerintl.com

Project Name: Ley Creek Station (NY)

Customer PO:
EMSL Sales Rep: Gillian Egiazarov
Received: 06/30/2023 09:30
Reported: 07/10/2023 16:45

Sample Results

Sample: LC-PCB1
AB58107-01 (Solid)

| Analyte | Result | Q | DF | RL | Units | Prepared Date/Time | Analyzed Date/Time | Prep/Analyst Initials | Prep Method | Analytical Method |
|--|-----------------|----------|----|---------------|-------|--------------------|--------------------|-----------------------|-------------|-------------------|
| GC-SVOA | | | | | | | | | | |
| Aroclor-1016 | ND | | 1 | 5.0 | mg/kg | 07/03/23 13:49 | 07/05/23 23:39 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1221 | ND | | 1 | 5.0 | mg/kg | 07/03/23 13:49 | 07/05/23 23:39 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1232 | ND | | 1 | 5.0 | mg/kg | 07/03/23 13:49 | 07/05/23 23:39 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1242 | ND | | 1 | 5.0 | mg/kg | 07/03/23 13:49 | 07/05/23 23:39 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1248 | ND | | 1 | 5.0 | mg/kg | 07/03/23 13:49 | 07/05/23 23:39 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1254 | ND | | 1 | 5.0 | mg/kg | 07/03/23 13:49 | 07/05/23 23:39 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1260 | ND | | 1 | 5.0 | mg/kg | 07/03/23 13:49 | 07/05/23 23:39 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1262 | ND | | 1 | 5.0 | mg/kg | 07/03/23 13:49 | 07/05/23 23:39 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1268 | ND | | 1 | 5.0 | mg/kg | 07/03/23 13:49 | 07/05/23 23:39 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Surrogate(s) | Recovery | Q | | Limits | | | | | | |
| <i>Surrogate: Tetrachloro-m-xylene</i> | 70% | | | 21-123 | | 07/03/23 13:49 | 07/05/23 23:39 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| <i>Surrogate: Decachlorobiphenyl</i> | 80% | | | 17-128 | | 07/03/23 13:49 | 07/05/23 23:39 | RAG/TL1 | SW846 3540C | SW 846-8082A |

**EMSL Analytical, Inc.**

200 Route 130, Cinnaminson, NJ, 08077
 Telephone: 856-858-4800 Fax:856-786-5974
 EMSL-CIN-01

EMSL Order ID: 012358107

LIMS Reference ID: AB58107

EMSL Customer ID: BAKE51

Attention: Gary Case
 Michael Baker, Jr. Inc. [BAKE51]
 100 Airside Drive
 Moon Township, PA 15108
 (412) 375-3996
 gcase@mbakerintl.com

Project Name: Ley Creek Station (NY)

Customer PO:
EMSL Sales Rep: Gillian Egiazarov
Received: 06/30/2023 09:30
Reported: 07/10/2023 16:45

Sample Results

(Continued)

Sample: LC-PCB2
AB58107-02 (Solid)

| Analyte | Result | Q | DF | RL | Units | Prepared Date/Time | Analyzed Date/Time | Prep/Analyst Initials | Prep Method | Analytical Method |
|--|-----------------|----------|----|---------------|-------|--------------------|--------------------|-----------------------|-------------|-------------------|
| GC-SVOA | | | | | | | | | | |
| Aroclor-1016 | ND | | 1 | 0.77 | mg/kg | 07/03/23 13:49 | 07/06/23 00:00 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1221 | ND | | 1 | 0.77 | mg/kg | 07/03/23 13:49 | 07/06/23 00:00 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1232 | ND | | 1 | 0.77 | mg/kg | 07/03/23 13:49 | 07/06/23 00:00 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1242 | 1.0 | | 1 | 0.77 | mg/kg | 07/03/23 13:49 | 07/06/23 00:00 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1248 | ND | | 1 | 0.77 | mg/kg | 07/03/23 13:49 | 07/06/23 00:00 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1254 | ND | | 1 | 0.77 | mg/kg | 07/03/23 13:49 | 07/06/23 00:00 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1260 | ND | | 1 | 0.77 | mg/kg | 07/03/23 13:49 | 07/06/23 00:00 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1262 | ND | | 1 | 0.77 | mg/kg | 07/03/23 13:49 | 07/06/23 00:00 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1268 | ND | | 1 | 0.77 | mg/kg | 07/03/23 13:49 | 07/06/23 00:00 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Surrogate(s) | Recovery | Q | | Limits | | | | | | |
| <i>Surrogate: Tetrachloro-m-xylene</i> | 75% | | | 21-123 | | 07/03/23 13:49 | 07/06/23 00:00 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| <i>Surrogate: Decachlorobiphenyl</i> | 81% | | | 17-128 | | 07/03/23 13:49 | 07/06/23 00:00 | RAG/TL1 | SW846 3540C | SW 846-8082A |

**EMSL Analytical, Inc.**

200 Route 130, Cinnaminson, NJ, 08077
 Telephone: 856-858-4800 Fax:856-786-5974
 EMSL-CIN-01

EMSL Order ID: 012358107

LIMS Reference ID: AB58107

EMSL Customer ID: BAKE51

Attention: Gary Case
 Michael Baker, Jr. Inc. [BAKE51]
 100 Airside Drive
 Moon Township, PA 15108
 (412) 375-3996
 gcase@mbakerintl.com

Project Name: Ley Creek Station (NY)

Customer PO:
EMSL Sales Rep: Gillian Egiazarov
Received: 06/30/2023 09:30
Reported: 07/10/2023 16:45

Sample Results

(Continued)

Sample: LC-PCB3
AB58107-03 (Solid)

| Analyte | Result | Q | DF | RL | Units | Prepared Date/Time | Analyzed Date/Time | Prep/Analyst Initials | Prep Method | Analytical Method |
|--|-----------------|----------|----|---------------|-------|--------------------|--------------------|-----------------------|-------------|-------------------|
| GC-SVOA | | | | | | | | | | |
| Aroclor-1016 | ND | | 1 | 5.0 | mg/kg | 07/03/23 13:49 | 07/06/23 00:21 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1221 | ND | | 1 | 5.0 | mg/kg | 07/03/23 13:49 | 07/06/23 00:21 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1232 | ND | | 1 | 5.0 | mg/kg | 07/03/23 13:49 | 07/06/23 00:21 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1242 | ND | | 1 | 5.0 | mg/kg | 07/03/23 13:49 | 07/06/23 00:21 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1248 | ND | | 1 | 5.0 | mg/kg | 07/03/23 13:49 | 07/06/23 00:21 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1254 | ND | | 1 | 5.0 | mg/kg | 07/03/23 13:49 | 07/06/23 00:21 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1260 | ND | | 1 | 5.0 | mg/kg | 07/03/23 13:49 | 07/06/23 00:21 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1262 | ND | | 1 | 5.0 | mg/kg | 07/03/23 13:49 | 07/06/23 00:21 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1268 | ND | | 1 | 5.0 | mg/kg | 07/03/23 13:49 | 07/06/23 00:21 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Surrogate(s) | Recovery | Q | | Limits | | | | | | |
| <i>Surrogate: Tetrachloro-m-xylene</i> | 73% | | | 21-123 | | 07/03/23 13:49 | 07/06/23 00:21 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| <i>Surrogate: Decachlorobiphenyl</i> | 90% | | | 17-128 | | 07/03/23 13:49 | 07/06/23 00:21 | RAG/TL1 | SW846 3540C | SW 846-8082A |

**EMSL Analytical, Inc.**

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 Telephone: 856-858-4800 Fax:856-786-5974
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EMSL Order ID: 012358107

LIMS Reference ID: AB58107

EMSL Customer ID: BAKE51

Attention: Gary Case

Michael Baker, Jr. Inc. [BAKE51]
 100 Airside Drive
 Moon Township, PA 15108
 (412) 375-3996
 gcase@mbakerintl.com

Project Name:

Ley Creek Station (NY)

Customer PO:**EMSL Sales Rep:**

Gillian Egiazarov

Received:

06/30/2023 09:30

Reported:

07/10/2023 16:45

Sample Results

(Continued)

Sample: LC-PCB4**AB58107-04 (Solid)**

| Analyte | Result | Q | DF | RL | Units | Prepared Date/Time | Analyzed Date/Time | Prep/Analyst Initials | Prep Method | Analytical Method |
|--|-----------------|----------|----|---------------|-------|--------------------|--------------------|-----------------------|-------------|-------------------|
| GC-SVOA | | | | | | | | | | |
| Aroclor-1016 | ND | | 1 | 4.2 | mg/kg | 07/03/23 13:49 | 07/06/23 00:42 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1221 | ND | | 1 | 4.2 | mg/kg | 07/03/23 13:49 | 07/06/23 00:42 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1232 | ND | | 1 | 4.2 | mg/kg | 07/03/23 13:49 | 07/06/23 00:42 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1242 | ND | | 1 | 4.2 | mg/kg | 07/03/23 13:49 | 07/06/23 00:42 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1248 | ND | | 1 | 4.2 | mg/kg | 07/03/23 13:49 | 07/06/23 00:42 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1254 | ND | | 1 | 4.2 | mg/kg | 07/03/23 13:49 | 07/06/23 00:42 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1260 | ND | | 1 | 4.2 | mg/kg | 07/03/23 13:49 | 07/06/23 00:42 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1262 | ND | | 1 | 4.2 | mg/kg | 07/03/23 13:49 | 07/06/23 00:42 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1268 | ND | | 1 | 4.2 | mg/kg | 07/03/23 13:49 | 07/06/23 00:42 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Surrogate(s) | Recovery | Q | | Limits | | | | | | |
| <i>Surrogate: Tetrachloro-m-xylene</i> | 139% | SH | | 21-123 | | 07/03/23 13:49 | 07/06/23 00:42 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| <i>Surrogate: Decachlorobiphenyl</i> | 150% | SH | | 17-128 | | 07/03/23 13:49 | 07/06/23 00:42 | RAG/TL1 | SW846 3540C | SW 846-8082A |

**EMSL Analytical, Inc.**

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 Telephone: 856-858-4800 Fax:856-786-5974
 EMSL-CIN-01

EMSL Order ID: 012358107

LIMS Reference ID: AB58107

EMSL Customer ID: BAKE51

Attention: Gary Case
 Michael Baker, Jr. Inc. [BAKE51]
 100 Airside Drive
 Moon Township, PA 15108
 (412) 375-3996
 gcase@mbakerintl.com

Project Name: Ley Creek Station (NY)

Customer PO:
EMSL Sales Rep: Gillian Egiazarov
Received: 06/30/2023 09:30
Reported: 07/10/2023 16:45

Sample Results

(Continued)

Sample: LC-PCB5
AB58107-05 (Solid)

| Analyte | Result | Q | DF | RL | Units | Prepared Date/Time | Analyzed Date/Time | Prep/Analyst Initials | Prep Method | Analytical Method |
|--|-----------------|----------|----|---------------|-------|--------------------|--------------------|-----------------------|-------------|-------------------|
| GC-SVOA | | | | | | | | | | |
| Aroclor-1016 | ND | | 1 | 5.0 | mg/kg | 07/03/23 13:49 | 07/06/23 01:03 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1221 | ND | | 1 | 5.0 | mg/kg | 07/03/23 13:49 | 07/06/23 01:03 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1232 | ND | | 1 | 5.0 | mg/kg | 07/03/23 13:49 | 07/06/23 01:03 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1242 | ND | | 1 | 5.0 | mg/kg | 07/03/23 13:49 | 07/06/23 01:03 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1248 | ND | | 1 | 5.0 | mg/kg | 07/03/23 13:49 | 07/06/23 01:03 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1254 | ND | | 1 | 5.0 | mg/kg | 07/03/23 13:49 | 07/06/23 01:03 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1260 | ND | | 1 | 5.0 | mg/kg | 07/03/23 13:49 | 07/06/23 01:03 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1262 | ND | | 1 | 5.0 | mg/kg | 07/03/23 13:49 | 07/06/23 01:03 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Aroclor-1268 | ND | | 1 | 5.0 | mg/kg | 07/03/23 13:49 | 07/06/23 01:03 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| Surrogate(s) | Recovery | Q | | Limits | | | | | | |
| <i>Surrogate: Tetrachloro-m-xylene</i> | 65% | | | 21-123 | | 07/03/23 13:49 | 07/06/23 01:03 | RAG/TL1 | SW846 3540C | SW 846-8082A |
| <i>Surrogate: Decachlorobiphenyl</i> | 82% | | | 17-128 | | 07/03/23 13:49 | 07/06/23 01:03 | RAG/TL1 | SW846 3540C | SW 846-8082A |



EMSL Analytical, Inc.

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 EMSL-CIN-01

EMSL Order ID: 012358107

LIMS Reference ID: AB58107

EMSL Customer ID: BAKE51

Attention: Gary Case
 Michael Baker, Jr. Inc. [BAKE51]
 100 Airside Drive
 Moon Township, PA 15108
 (412) 375-3996
 gcase@mbakerintl.com

Project Name: Ley Creek Station (NY)
Customer PO:
EMSL Sales Rep: Gillian Egiazarov
Received: 06/30/2023 09:30
Reported: 07/10/2023 16:45

Quality Control

GC-SVOA

| Analyte | ResultQual | Reporting Limit | Units | Spike Level | Source Result | %REC | %REC Limits | RPD | RPD Limit |
|---------|------------|-----------------|-------|-------------|---------------|------|-------------|-----|-----------|
|---------|------------|-----------------|-------|-------------|---------------|------|-------------|-----|-----------|

Batch: BBG0019 - SW846 3540C

Blank (BBG0019-BLK1)

Prepared: 7/3/2023 Analyzed: 7/5/2023

| | | | | | | | | | |
|--------------|----|------|-------|--|--|--|--|--|--|
| Aroclor-1016 | ND | 0.25 | mg/kg | | | | | | |
| Aroclor-1221 | ND | 0.25 | mg/kg | | | | | | |
| Aroclor-1232 | ND | 0.25 | mg/kg | | | | | | |
| Aroclor-1242 | ND | 0.25 | mg/kg | | | | | | |
| Aroclor-1248 | ND | 0.25 | mg/kg | | | | | | |
| Aroclor-1254 | ND | 0.25 | mg/kg | | | | | | |
| Aroclor-1260 | ND | 0.25 | mg/kg | | | | | | |
| Aroclor-1262 | ND | 0.25 | mg/kg | | | | | | |
| Aroclor-1268 | ND | 0.25 | mg/kg | | | | | | |

Surrogate(s)

| | | | | | |
|---------------------------------|--|--------|--|----|--------|
| Surrogate: Tetrachloro-m-xylene | | 0.5000 | | 62 | 21-123 |
| Surrogate: Decachlorobiphenyl | | 0.5000 | | 77 | 17-128 |

LCS (BBG0019-BS1)

Prepared: 7/3/2023 Analyzed: 7/5/2023

| | | | | | | |
|--------------|------|------|-------|-------|----|--------|
| Aroclor-1016 | 3.62 | 0.25 | mg/kg | 5.000 | 72 | 37-120 |
| Aroclor-1260 | 3.90 | 0.25 | mg/kg | 5.000 | 78 | 45-121 |

Surrogate(s)

| | | | | | |
|---------------------------------|--|--------|--|----|--------|
| Surrogate: Tetrachloro-m-xylene | | 0.5000 | | 63 | 21-123 |
| Surrogate: Decachlorobiphenyl | | 0.5000 | | 75 | 17-128 |

Matrix Spike (BBG0019-MS1)

Source: AB58194-01

Prepared: 7/3/2023 Analyzed: 7/5/2023

| | | | | | | | |
|--------------|------|------|-------|-------|--------|----|--------|
| Aroclor-1016 | 2.76 | 0.25 | mg/kg | 5.000 | ND | 55 | 30-133 |
| Aroclor-1260 | 2.65 | 0.25 | mg/kg | 5.000 | 0.0992 | 51 | 30-134 |

Surrogate(s)

| | | | | | |
|---------------------------------|--|--------|--|----|--------|
| Surrogate: Tetrachloro-m-xylene | | 0.5000 | | 51 | 21-123 |
| Surrogate: Decachlorobiphenyl | | 0.5000 | | 53 | 17-128 |

Matrix Spike Dup (BBG0019-MSD1)

Source: AB58194-01

Prepared: 7/3/2023 Analyzed: 7/5/2023

| | | | | | | | | | |
|--------------|------|------|-------|-------|--------|----|--------|-----|----|
| Aroclor-1016 | 2.74 | 0.25 | mg/kg | 5.000 | ND | 55 | 30-133 | 0.5 | 28 |
| Aroclor-1260 | 2.63 | 0.25 | mg/kg | 5.000 | 0.0992 | 51 | 30-134 | 0.8 | 28 |

Surrogate(s)

| | | | | | |
|---------------------------------|--|--------|--|----|--------|
| Surrogate: Tetrachloro-m-xylene | | 0.5000 | | 51 | 21-123 |
| Surrogate: Decachlorobiphenyl | | 0.5000 | | 53 | 17-128 |

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted."

**EMSL Analytical, Inc.**

200 Route 130, Cinnaminson, NJ, 08077
 Telephone: 856-858-4800 Fax:856-786-5974
 EMSL-CIN-01

EMSL Order ID: 012358107**LIMS Reference ID:** AB58107**EMSL Customer ID:** BAKE51

Attention: Gary Case
 Michael Baker, Jr. Inc. [BAKE51]
 100 Airside Drive
 Moon Township, PA 15108
 (412) 375-3996
 gcase@mbakerintl.com

Project Name: Ley Creek Station (NY)

Customer PO:
EMSL Sales Rep: Gillian Egiazarov
Received: 06/30/2023 09:30
Reported: 07/10/2023 16:45

Certified Analyses included in this Report

| Analyte | CAS # | Certifications |
|------------------------------|------------|------------------------------------|
| SW 846-8082A in Solid | | |
| Aroclor-1016 | 12674-11-2 | NJDEP,NYSDOH,PADEP,California ELAP |
| Aroclor-1221 | 11104-28-2 | NJDEP,NYSDOH,PADEP,California ELAP |
| Aroclor-1232 | 11141-16-5 | NJDEP,NYSDOH,PADEP,California ELAP |
| Aroclor-1242 | 53469-21-9 | NJDEP,NYSDOH,PADEP,California ELAP |
| Aroclor-1248 | 12672-29-6 | NJDEP,NYSDOH,PADEP,California ELAP |
| Aroclor-1254 | 11097-69-1 | NJDEP,NYSDOH,PADEP,California ELAP |
| Aroclor-1260 | 11096-82-5 | NJDEP,NYSDOH,PADEP,California ELAP |
| Aroclor-1262 | 37324-23-5 | NJDEP,NYSDOH,PADEP |
| Aroclor-1262 [2C] | 37324-23-5 | NJDEP,NYSDOH,PADEP |
| Aroclor-1268 | 11100-14-4 | NJDEP,NYSDOH,PADEP |

List of Certifications

| Code | Description | Number | Expires |
|-----------------|--|----------|------------|
| MADEP | Massachusetts Department of Environmental Protection | M-NJ337 | 06/30/2023 |
| California ELAP | California Water Boards | 1877 | 06/30/2024 |
| A2LA | A2LA Environmental Certificate | 2845.01 | 07/31/2024 |
| AIHA LAP | EMSL Analytical, Inc. Cinnaminson, NJ AIHA-LAP, LLC-ELLAP Accredited | 100194 | 01/01/2025 |
| NJDEP | New Jersey Department of Environmental Protection | 03036 | 06/30/2023 |
| PADEP | Pennsylvania Department of Environmental Protection | 68-00367 | 11/30/2023 |
| NYSDOH | New York State Department of Health | 10872 | 04/01/2024 |
| CTDPH | Connecticut Department of Public Health | PH-0270 | 06/23/2023 |

Please see the specific Field of Testing (FOT) on www.emsl.com <<http://www.emsl.com>> for a complete listing of parameters for which EMSL is certified.

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 EMSL-CIN-01

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EMSL Sales Rep: Gillian Egiazarov
Received: 06/30/2023 09:30
Reported: 07/10/2023 16:45

Notes and Definitions

| Item | Definition |
|--------|--|
| SH | Surrogate outside the control limits, biased high. There were no detections found in the sample. |
| [2C] | Reported from the second channel in dual column analysis. |
| DF | Dilution Factor |
| MDL | Method Detection Limit. |
| ND | Analyte was NOT DETECTED at or above the detection limit. |
| Q | Qualifier |
| RL | Reporting Limit |
| %REC | Percent Recovery |
| RPD | Relative Percent Difference |
| Source | Sample that was matrix spiked or duplicated |

Measurement of uncertainty and any applicable definitions of method modifications are available upon request. Per EPA NLLAP policy, sample results are not blank corrected.

Michael Baker

INTERNATIONAL

ATTACHMENT B

MICHAEL BAKER INTERNATIONAL, INC. – PHOTOGRAPHIC RECORD

PROJECT IDENTIFICATION: LEY CREEK TRANSFER STATION, LIVERPOOL, NEW YORK

PHOTOGRAPH

1

**Transfer Station
Warehouse**

PHOTOGRAPHS BY

Michael Baker



Comments: Front of the Structure

PHOTOGRAPH

2

**Transfer Station
Office**

PHOTOGRAPHS BY

Michael Baker



Comments: View of Office from Warehouse

MICHAEL BAKER INTERNATIONAL, INC. – PHOTOGRAPHIC RECORD

PROJECT IDENTIFICATION: LEY CREEK TRANSFER STATION, LIVERPOOL, NEW YORK

PHOTOGRAPH

3

Scale House

PHOTOGRAPHS BY

Michael Baker



Comments: Front of the Structure

PHOTOGRAPH

4

Backyard Shed

PHOTOGRAPHS BY

Michael Baker



Comments: Front of the Structure

MICHAEL BAKER INTERNATIONAL, INC. – PHOTOGRAPHIC RECORD

PROJECT IDENTIFICATION: LEY CREEK TRANSFER STATION, LIVERPOOL, NEW YORK

PHOTOGRAPH

5

Gatekeeper Shed

PHOTOGRAPHS BY

Michael Baker



Comments Front of the Structure

PHOTOGRAPH

6

Gatekeeper Shed

PHOTOGRAPHS BY

Michael Baker



Comments: Front of the Structure

MICHAEL BAKER INTERNATIONAL, INC. – PHOTOGRAPHIC RECORD

PROJECT IDENTIFICATION: LEY CREEK TRANSFER STATION, LIVERPOOL, NEW YORK

PHOTOGRAPH

7

Scale 1

PHOTOGRAPHS BY

Michael Baker



Comments: Front of the Structure

PHOTOGRAPH

8

Scale 2

PHOTOGRAPHS BY

Michael Baker



Comments: Front of the Structure

MICHAEL BAKER INTERNATIONAL, INC. – PHOTOGRAPHIC RECORD

PROJECT IDENTIFICATION: LEY CREEK TRANSFER STATION, LIVERPOOL, NEW YORK

PHOTOGRAPH

9

**Main Transfer
Warehouse Office**

**PHOTOGRAPHS
BY**

Baker



Comments: Hazardous Materials located in Room 4

PHOTOGRAPH

10

**Main Transfer
Warehouse Office**

**PHOTOGRAPHS
BY**

Baker



Comments: Light Bulbs in Room 4

MICHAEL BAKER INTERNATIONAL, INC. – PHOTOGRAPHIC RECORD

PROJECT IDENTIFICATION: LEY CREEK TRANSFER STATION, LIVERPOOL, NEW YORK

PHOTOGRAPH

11

**Main Transfer
Warehouse Office**

**PHOTOGRAPHS
BY**

Baker



Comments: Light Bulb and Ballast Example

PHOTOGRAPH

12

**Main Transfer
Warehouse Office**

**PHOTOGRAPHS
BY**

Baker



Comments: Thermostat Example

MICHAEL BAKER INTERNATIONAL, INC. – PHOTOGRAPHIC RECORD

PROJECT IDENTIFICATION: LEY CREEK TRANSFER STATION, LIVERPOOL, NEW YORK

PHOTOGRAPH

13

**Main Transfer
Warehouse Office**

**PHOTOGRAPHS
BY**

Baker



Comments: Exit Sign Example

PHOTOGRAPH

14

**Main Transfer
Warehouse Office**

**PHOTOGRAPHS
BY**

Baker



Comments: Smoke Detector Example

MICHAEL BAKER INTERNATIONAL, INC. – PHOTOGRAPHIC RECORD

PROJECT IDENTIFICATION: LEY CREEK TRANSFER STATION, LIVERPOOL, NEW YORK

PHOTOGRAPH

15

**Main Transfer
Warehouse Office**

**PHOTOGRAPHS
BY**

Baker



Comments: Transformer Example in Room 3

PHOTOGRAPH

16

**Main Transfer
Warehouse Office**

**PHOTOGRAPHS
BY**

Baker



Comments: Transformer Example in Room 4

MICHAEL BAKER INTERNATIONAL, INC. – PHOTOGRAPHIC RECORD

PROJECT IDENTIFICATION: LEY CREEK TRANSFER STATION, LIVERPOOL, NEW YORK

PHOTOGRAPH

17

**Main Transfer
Warehouse Office**

**PHOTOGRAPHS
BY**

Baker



Comments: Refrigerator in Room 7

PHOTOGRAPH

18

**Main Transfer
Warehouse**

**PHOTOGRAPHS
BY**

Baker



Comments: Rock Salt Bags

MICHAEL BAKER INTERNATIONAL, INC. – PHOTOGRAPHIC RECORD

PROJECT IDENTIFICATION: LEY CREEK TRANSFER STATION, LIVERPOOL, NEW YORK

PHOTOGRAPH

19

**Main Transfer
Warehouse**

**PHOTOGRAPHS
BY**

Baker



Comments: Floor Dry Chemicals

PHOTOGRAPH

20

**Main Transfer
Warehouse**

**PHOTOGRAPHS
BY**

Baker



Comments: Rock Salt Bags

MICHAEL BAKER INTERNATIONAL, INC. – PHOTOGRAPHIC RECORD

PROJECT IDENTIFICATION: LEY CREEK TRANSFER STATION, LIVERPOOL, NEW YORK

PHOTOGRAPH

21

**Main Transfer
Warehouse**

**PHOTOGRAPHS
BY**

Baker



Comments: Mercury Light Example

PHOTOGRAPH

22

**Main Transfer
Warehouse**

**PHOTOGRAPHS
BY**

Baker



Comments: Portable Fuel Tank

MICHAEL BAKER INTERNATIONAL, INC. – PHOTOGRAPHIC RECORD

PROJECT IDENTIFICATION: LEY CREEK TRANSFER STATION, LIVERPOOL, NEW YORK

PHOTOGRAPH

23

Backyard Shed

**PHOTOGRAPHS
BY**

Baker



Comments: Transformer Example in Room 1

PHOTOGRAPH

24

Deck Shed

**PHOTOGRAPHS
BY**

Baker



Comments: A/C Unit Example

MICHAEL BAKER INTERNATIONAL, INC. – PHOTOGRAPHIC RECORD

PROJECT IDENTIFICATION: LEY CREEK TRANSFER STATION, LIVERPOOL, NEW YORK

PHOTOGRAPH

25

Scale House

**PHOTOGRAPHS
BY**

Baker



Comments: A/C Unit Example in Room 1

PHOTOGRAPH

26

Gatekeeper Shed

**PHOTOGRAPHS
BY**

Baker



Comments: A/C Unit Example in Room 1

Michael Baker

INTERNATIONAL

ATTACHMENT C



EMSL ANALYTICAL, INC.

US East Coast: 800-220-3675
US West Coast: 866-798-1089
Canada: 888-831-0722



United States and Canada Locations

Headquarters
EMSL Laboratory
EMSL Service Center
LA Testing Laboratory

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- Resources
- Contact Us

Home » Accreditations & Proficiencies » Cinnaminson, NJ (LAB List in Description)

Cinnaminson, New Jersey Testing Laboratory

Laboratory Cinnaminson, NJ (LAB List in Description)
Address 200 Route 130 North, Cinnaminson, NJ, 08077
Phone 1-800-220-3675, Fax: (856) 786-5974
Email c@emsl.com



Click here for [map/directions](#) (courtesy Google Maps)
Hours Mon-Fri 8AM-12AM, Sat. 8AM - 6PM, Sun. On-Call
 Department hours may vary - see below

(Chemistry LAB 01) (Asbestos LAB 04) (Lead LAB 20) (Food Chemistry LAB 21) (Industrial Hygiene LAB 28)
 (Materials LAB 36) (Microbiology LAB 37) (Radon LAB 38) (TO-15 LAB 49) (PCR LAB 61) (Food Microbiology LAB 63) (Radiochemistry LAB 78)

| Services Performed | Department Hours |
|--------------------------------------|--|
| Asbestos Lab Services | |
| DNA and PCR Testing Laboratory | |
| Environmental Chemistry Lab Services | |
| Fire & Smoke Testing Lab | |
| Food and Beverage Testing | |
| Industrial Hygiene (IH) Lab Services | M-F 8:30AM-5:00PM |
| Lead and Metals Lab Services | |
| Legionella Testing Lab Services | M-F 9:00AM-6:00PM, Saturday Prep Avail |
| Materials Testing Lab | |
| Microbiology Laboratory | M-F 9AM-6PM, SAT: Prep & Rush Direct Exams Avail |
| Radiological Testing | |
| Silica Lab Services | M-F 9:00AM-5:30PM |
| USP 797 | M-F 9:00AM-6:00PM, Saturday Prep Avail |

| Qualifications | Certificate # | Expires |
|--|----------------------|------------|
| AIHA LAP, LLC ELLAP | 100194 | 01/01/2025 |
| AIHA LAP, LLC EMLAP | 100194 | 01/01/2025 |
| AIHA LAP, LLC IHLAP | 100194 | 01/01/2025 |
| A2LA Asbestos, Lead, Chemistry, IH, Materials and Radiochemistry | 2845.01 | 07/31/2024 |
| A2LA Chemistry (Food Chemistry/Materials Science) | 2845.15 | 07/31/2024 |
| A2LA Food Micro | 2845.14 | 07/31/2024 |
| A2LA Material Science/Mechanical | 2845.16 | 07/31/2024 |
| NVLAP - Air and Bulk | 101048-0 | 06/30/2023 |
| IRSST Recognition - PLM and TEM | See list | |
| NJ - Dept. of Labor and Workforce Development | 32871 | 07/09/2021 |
| National Radon Proficiency Program - Residential Measurement Provider | 110140 | 10/31/2024 |
| National Radon Proficiency Program - Radon | NRPP ID 109000 AL | 05/31/2023 |
| National Radon Safety Board - Radon Measurement Specialist | NRSB 19SS026 | 07/30/2023 |
| National Radon Safety Board - Radon | NRSB-ARL6006 | 07/30/2023 |
| NSF Material Program (Brake Pads) - SAE J2975:2011 | CO192670-AL006 | 02/28/2023 |
| CDC ELITE - Legionella Certificate of Proficiency | Certificate | 12/01/2022 |
| NJ - Radioactive Materials License | 535776- RAD210001 | 10/31/2030 |
| Consumer Product Safety Commission (CPSC) - Cinnaminson - Metals, Lead, Phthalates | Letter - ID #1140 | |
| DOECAP - DOE/DOD - Cinnaminson | 2845.01 | 05/31/2023 |



| | | |
|---|----------------------|------------|
| EPA - UCMR - Inorganic anions (Chlorate) | Approval letter | |
| FDA - Drug Firm Registration | 3003933331 | 12/31/2023 |
| US Dept. of Agriculture - Soil Permit | P330-20-00038 | 02/10/2023 |
| US Dept. of Justice - DEA Certificate | RE0419716 | 08/31/2023 |
| US Dept. of Justice - Explosives License/Permit | 8-NJ-005-33-3F-00326 | 06/01/2023 |
| AL - Metals, Inorganics, Microbiological and Asbestos in DW | 41260 | 06/30/2023 |
| AL - Radon | NRSB-ARL6006 | 07/30/2023 |
| AK - Radon | NRSB-ARL6006 | 07/30/2023 |
| AZ - Airborne and Bulk Asbestos | Letter - AZ0955 | 06/30/2023 |
| AZ - Radon | NRSB-ARL6006 | 07/30/2023 |
| AR- Radon | NRSB-ARL6006 | 07/30/2023 |
| CA - Asbestos, Lead and Chemistry for Metals in Drinking Water; Bulk Asbestos | 1877 | 06/30/2023 |
| CA - Radon | NRSB-ARL6006 | 07/30/2023 |
| CO - PCM, PLM and TEM | AL-15133 | 01/30/2024 |
| CO - Asbestos and Lead in Drinking Water | Letter | 05/31/2023 |
| CO - Cryptosporidium in Drinking Water | Letter | 05/31/2023 |
| CO - Radiochemistry in Drinking Water | Letter | 05/31/2023 |
| CO - Radon | NRSB-ARL6006 | 07/30/2023 |
| CT - Asbestos, Lead, Micro, Legionella, Env. Chemistry, Radiochemicals and Cryptosporidium | PH-0270 | 06/30/2024 |
| CT - Radon | NRSB-ARL6006 | 07/30/2023 |
| DE - Asbestos, Chemistry, Radon, Micro, Cryptosporidium and Giardia in Drinking Water | Letter | 06/30/2023 |
| FL - Asbestos, Lead, Chemistry, Microbiology, Crypto and Giardia, TO-15, PFAS in Drinking Water | E87975 | 06/30/2023 |
| FL - Radon | RB2034 | 07/22/2023 |
| FL - Radon Measurement Specialist | R2687 | 10/14/2023 |
| GA - Asbestos, Lead, Micro and Cryptosporidium-Giardia | 972 | 06/30/2023 |
| GA - Radon | NRSB-ARL6006 | 07/30/2023 |
| HI - Asbestos in Drinking Water 100.2 | Letter | 06/30/2023 |
| HI - PLM, TEM | L-01-032 | 07/10/2023 |
| HI - Radon | NRSB-ARL6006 | 07/30/2023 |
| ID - Asbestos in Drinking Water | NJ00337 | 06/30/2023 |
| ID - Radon | NRSB-ARL6006 | 07/30/2023 |
| IL - Cryptosporidium | 1703036 | 06/30/2023 |
| IL - Radon | RNL2008202 | 07/31/2023 |
| IN - Lead, Chemistry and Asbestos in Drinking Water | C-NJ-04 | 06/30/2023 |
| IN - Radon | RL000015 | 12/19/2024 |
| IA - Asbestos in Drinking Water | 419 | 02/01/2023 |
| IA - Radon Measurement license | RNLAB10005 | 02/28/2023 |
| KS - Radon | KS-LB-0005 | 09/30/2023 |
| KS - Radon Measurement Technician | KS-MS-0482 | 11/30/2023 |
| KY - Asbestos and Metals in Drinking Water | 90123 | 12/31/2022 |
| KY - Radon | NRSB-ARL6006 | 07/30/2023 |
| LA - Asbestos and Radiochemistry in Drinking Water | LA004 | 12/31/2023 |
| LA - Chemistry, Asbestos in Air, Non-potable Water and Solid Hazardous Waste, Fungi Direct and Cultures, Radiochemistry | 04127 | 06/30/2023 |
| LA - Radon | NRSB-ARL6006 | 07/30/2023 |
| ME - Analyst Individual Certification List | See list | |
| ME - Asbestos, Radiochemistry, Env. Lead, E. coli, Crypto and Giardia in DW | 2022021 | 08/16/2024 |
| ME - Radon | SPC202 | 09/30/2024 |
| ME - Air Asbestos Analysis | LA-0038 | 10/31/2023 |
| ME - Bulk Asbestos Analysis | LB-0039 | 10/31/2023 |
| MD - Asbestos, Chemistry and Radiochemistry in Drinking Water | 331 | 09/30/2023 |
| MD - Radon | NRSB-ARL6006 | 07/30/2023 |
| MA - PCM, PLM, TEM | AA000056 | 09/28/2023 |
| MA - Asbestos, Lead, Micro, Radiochemistry and PFAS in Drinking Water | M-NJ337 | 06/30/2023 |
| MA - Cryptosporidium | See letter | 06/30/2023 |
| MA - Radon | NRSB-ARL6006 | 07/30/2023 |
| MI - Asbestos, Microbiology, PFAs, Organics, and Radiochemistry in Drinking Water | 9970 | 06/30/2023 |
| MI - Radon | NRSB-ARL6006 | 07/30/2023 |

Customer Service



Customer Survey

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|--|----------------------|------------|
| MN - Asbestos, Lead, and Radiochemistry in Drinking Water; PCBs | 2367360 | 12/31/2023 |
| MN - Radon | RL-00005 | 01/01/2024 |
| MS - Asbestos in Drinking Water | Letter | 06/30/2023 |
| MS - Radon | NRSB-ARL6006 | 07/30/2023 |
| MO - Radon | NRSB-ARL6006 | 07/30/2023 |
| MT - Asbestos, Chemistry and Radiochemistry in Drinking Water | CERT0016 | 01/01/2024 |
| MT - Radon | NRSB-ARL6006 | 07/30/2023 |
| NE - Micro, Asbestos, Radiochemistry and PFAS in Drinking Water | NE-OS-19-08 | 06/30/2023 |
| NE - Radon Measurement Specialist | 474 | 03/31/2023 |
| NE - Radon Measurement License | RMB-1083 | 03/31/2023 |
| NV - Asbestos in DW, Bulk Asbestos (PLM), PFAS, and Radiochemistry | NJ003372023-1 | 07/31/2023 |
| NV - Radon | NRSB-ARL6006 | 07/30/2023 |
| NH - Asbestos, Radiochemistry, TCLP and PFAS in Drinking Water | 298822 | 10/22/2023 |
| NH - Radon | NRSB-ARL6006 | 07/30/2023 |
| NJ - Asbestos, Chemistry, Gravimetric, TO-15, Microbiology, Radon, Cryptosporidium and Giardia (NELAP) | 03036 | 06/30/2023 |
| NJ - Office of Attorney General - Controlled Dangerous Substances | CA00030200 | 03/31/2023 |
| NJ - Radioactive Materials License | 535776- RAD210001 | 10/31/2030 |
| NJ - Radon Measurement License | MEB92525 | 04/24/2024 |
| NJ - Radon Measurement Specialist | MES13910 | 09/18/2023 |
| NJ - Dept. of Labor and Workforce Development | 32871 | 07/09/2023 |
| NJ - DLWD OSC - Permit to Store Explosives | 14086 | 03/31/2022 |
| NM - Micro, Asbestos, Metals, Radiochemistry and PFAs in Drinking Water | NJ00337 | 06/30/2023 |
| NM - Radon | NRSB-ARL6006 | 07/30/2023 |
| NY - Asbestos, Metals, TCLP, Lead, Chemistry, PCBs, Radon, Total Coliform, TO-15, and TO-10A, PFOS, PFOA | 10872 | 04/01/2023 |
| NY - Legionella, Potable and Non-potable | 10872 | 04/01/2023 |
| NC - Asbestos, Cryptosporidium, Metals and Radiochemistry in Drinking Water | 34700 | 07/31/2023 |
| NC - Radon | NRSB-ARL6006 | 07/30/2023 |
| ND - Radon | NRSB-ARL6006 | 07/30/2023 |
| ND - TCLP, Metals and Pesticides | R-208 | 06/30/2023 |
| OH - Cryptosporidium | Letter | 06/30/2023 |
| OH - Lead in Paint Chips, Wipes, Soil and Air | E10002 | 06/02/2023 |
| OH - Radon | RL39 | 07/11/2023 |
| OH - Ohio VAP - Asbestos | CL105 | 03/11/2023 |
| OK - Asbestos, Lead, Radiochemistry and PFAs in Drinking Water | D9952 | 08/31/2023 |
| OK - Radon | NRSB-ARL6006 | 07/30/2023 |
| OR - Radon | NRSB-ARL6006 | 07/30/2023 |
| PA - Radon | 2573 | 03/19/2023 |
| PA - Radon Analyst Certification | 3393 | 09/18/2023 |
| PA - Asbestos, Chemistry, Radon, Micro and Cryptosporidium | 68-00367 | 11/30/2023 |
| PA - City of Philadelphia - PCM, PLM and TEM | ALL-137 | 04/30/2023 |
| RI - Asbestos, Chemistry and Radiochemistry in DW | LAO00318 | 12/30/2023 |
| RI - PCM | PCM00075 | 04/30/2023 |
| RI - PLM | PLM00075 | 04/30/2023 |
| RI - Radon Analytical Services | CLS00049 | 08/31/2023 |
| RI - TEM | TEM00075 | 04/30/2023 |
| SC - Asbestos in Drinking Water and Cryptosporidium | 94017001 | 06/30/2023 |
| SC - Radon | NRSB-ARL6006 | 07/30/2023 |
| SD - Asbestos in Drinking Water | Letter | 06/30/2023 |
| SD - Radon | NRSB-ARL6006 | 07/30/2023 |
| TN - Asbestos in Drinking Water | TN02856 | 06/30/2023 |
| TN - Radon | NRSB-ARL6006 | 07/30/2023 |
| TX - TO-15; Asbestos, Lead, Chemistry and Micro in Drinking Water | T104704177-22- 21 | 08/31/2023 |
| TX - PCM, PLM and TEM | 300161 | 11/02/2023 |
| TX - Mold | LAB1002 | 01/08/2024 |
| TX - Radon | NRSB-ARL6006 | 07/30/2023 |
| UT - Radon | NRSB-ARL6006 | 07/30/2023 |
| VT - Analyst Individual Certification List | See list | |
| VT - PCM, PLM, TEM | AL818603 | 08/06/2023 |
| VT - Asbestos, Metals and Radiological in Drinking Water | 400622 | 10/03/2023 |

Customer Service



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| | | |
|---|--------------|------------|
| VT - Lead | LL379642 | 08/06/2023 |
| VT - Radon | NRSB-ARL6006 | 07/30/2023 |
| VA - PCM, PLM and TEM | 3333000075 | 02/28/2023 |
| VA - Radon | NRSB-ARL6006 | 07/30/2023 |
| VA - NELAC - Asbestos, Lead, Cryptosporidium, Organics, Metals and Inorganics | 460184 | 09/14/2023 |
| WA - Asbestos in Air, Water, Solids; Lead, Methamphetamine and PCBs in Solid and Chemical Materials | C922 | 07/14/2023 |
| WA - Radon | NRSB-ARL6006 | 07/30/2023 |
| WV - Air and Bulk Asbestos | LT000621 | 07/31/2023 |
| WV - Asbestos, Cryptosporidium, PFAs, Radiochemistry in DW | 9967 M | 12/31/2022 |
| WV - Radon | RL000220 | 07/31/2023 |
| WI - Radon | NRSB-ARL6006 | 07/30/2023 |
| WI - Oneida Nation Vendor | 121065 | 04/30/2023 |
| WY - Radon | NRSB-ARL6006 | 07/30/2023 |

- Chain of Custody Forms
- Asbestos Lab Services
- DNA and PCR Testing Laboratory
- Environmental Chemistry Lab Services
- Fire & Smoke Testing Lab
- Food and Beverage Testing
- Industrial Hygiene (IH) Lab Services
- Lead and Metals Lab Services
- Legionella Testing Lab Services
- Materials Testing Lab
- Microbiology Laboratory
- Radiological Testing
- Silica Lab Services
- USP 797

Customer Service



Customer Survey



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- Canadian Careers
- Contact Us
- Employee Insurance

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- Products
- Website Usage
- Certificate of Insurance
- Privacy Policy

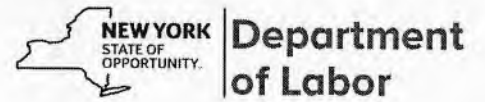
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GARY R CASE
343 SEMINOLE ROAD
SEMINOLE Pennsylvania 16253

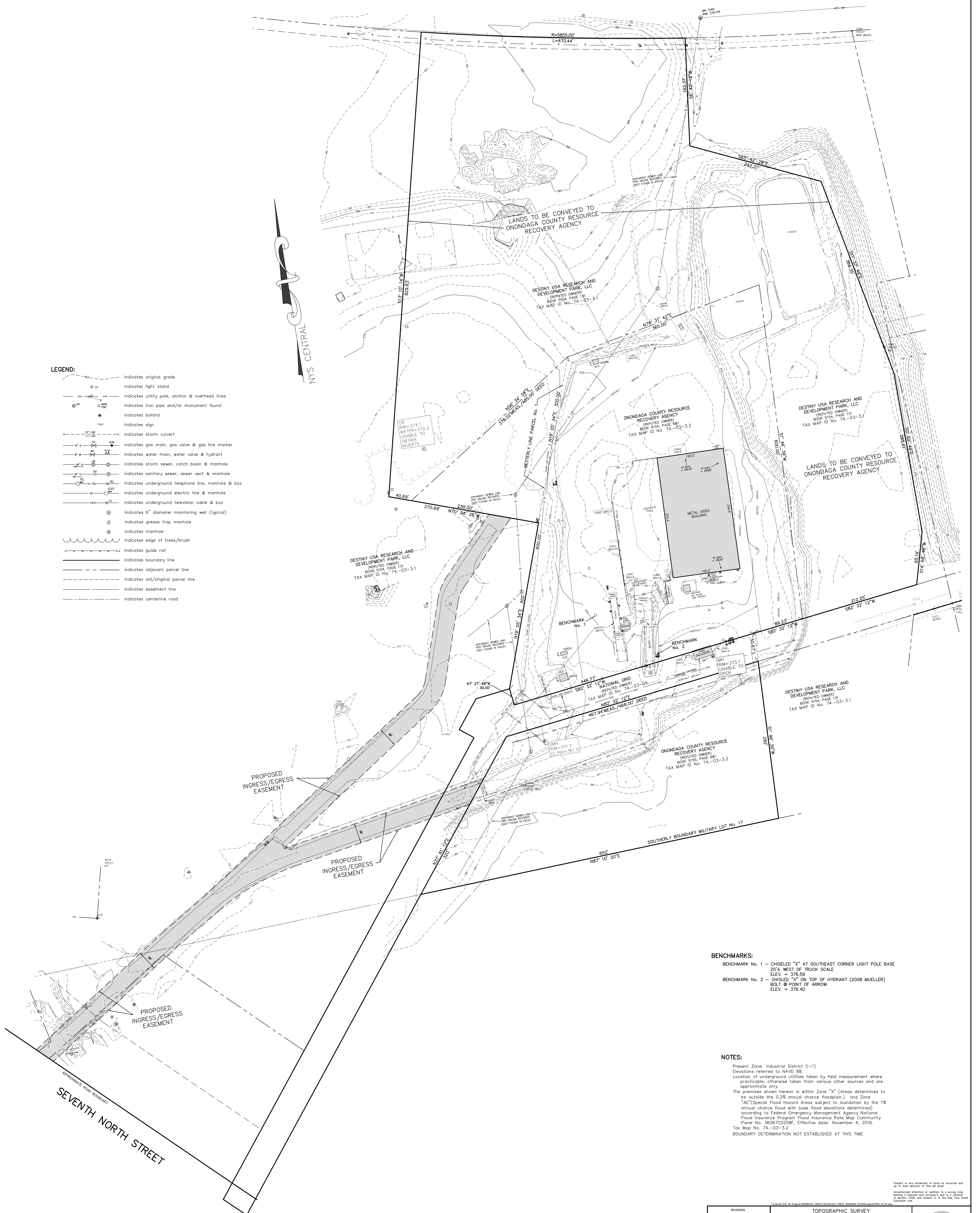
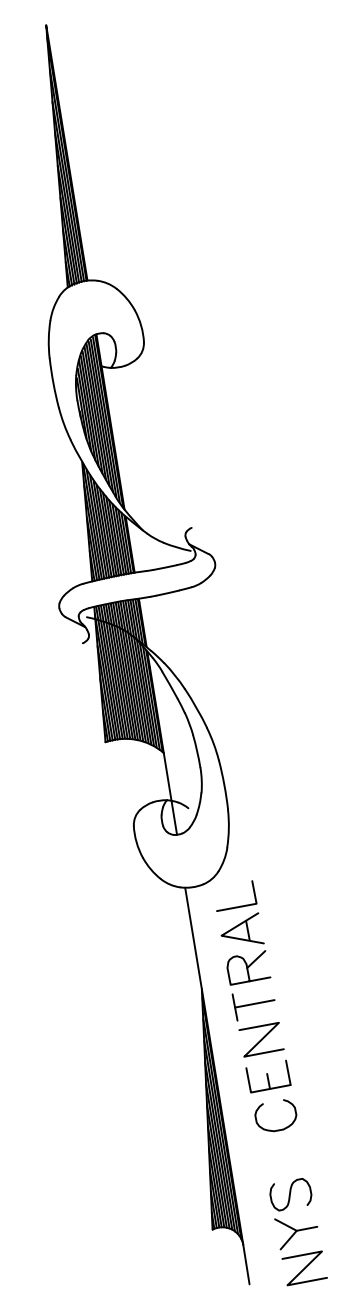
Enclosed is your new card.

NYS Department of Labor
The Department of Labor is happy to provide this improved card. We welcome your comments:
nysdol@labor.ny.gov or call (518) 457-2735

YOUR NEW CARD



- LEGEND:**
- - - - - indicates original grade
 - ⊙ LS indicates light stand
 - indicates utility pole, anchor & overhead lines
 - indicates iron pipe and/or monument found
 - ⊙ indicates bollard
 - indicates sign
 - indicates storm culvert
 - indicates gas main, gas valve & gas line marker
 - indicates water main, water valve & hydrant
 - indicates storm sewer, catch basin & manhole
 - indicates sanitary sewer, sewer vent & manhole
 - indicates underground telephone line, manhole & box
 - indicates underground electric line & manhole
 - indicates underground television cable & box
 - ⊙ indicates 6" diameter monitoring well (typical)
 - ⊙ indicates grease trap manhole
 - ⊙ indicates manhole
 - indicates edge of trees/brush
 - indicates guide rail
 - indicates boundary line
 - indicates adjacent parcel line
 - indicates old/original parcel line
 - indicates easement line
 - indicates centerline road



BENCHMARKS:

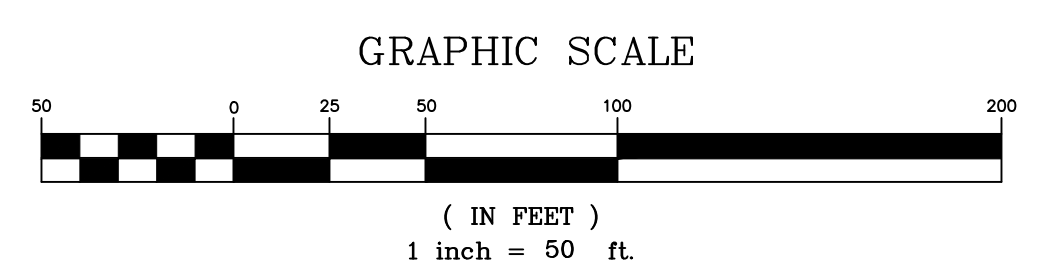
BENCHMARK No. 1 - CHISELED "X" AT SOUTHEAST CORNER LIGHT POLE BASE
25'± WEST OF TRUCK SCALE
ELEV. = 376.59

BENCHMARK No. 2 - CHISELED "X" ON TOP OF HYDRANT (2008 MUELLER)
BOLT @ POINT OF ARROW
ELEV. = 376.40

NOTES:

Present Zone: Industrial District (I-1)
Elevations referred to NAVD 88.
Location of underground utilities taken by field measurement where practicable, otherwise taken from various other sources and are approximate only.
The premises shown hereon is within Zone "X" (Areas determined to be outside the 0.2% annual chance floodplain.) and Zone "AE" (Special Flood Hazard Areas subject to inundation by the 1% annual chance flood with base flood elevations determined) according to Federal Emergency Management Agency National Flood Insurance Program Flood Insurance Rate Map Community Panel No. 36067C0208F, Effective date: November 4, 2016.
Tax Map No. 74-03-3.2
BOUNDARY DETERMINATION NOT ESTABLISHED AT THIS TIME

| | | |
|--|---------------------------------------|--|
| <p>TOPOGRAPHIC SURVEY</p> <p>LEY CREEK OCRA SITE</p> <p>PART OF LOT No. 17</p> <p>TOWN OF SALINA</p> <p>ONONDAGA COUNTY, NEW YORK</p> | | |
| <p>DATE: JUNE 29, 2022</p> <p>SCALE: 1" = 50'</p> <p>FILE No.: 3688.003</p> | <p>SHEET No.</p> <p>F.B. No. 1707</p> | |
| <p>LANDSI & ROMANS LAND SURVEYING, P.C.</p> <p>NORTH SYRACUSE, NY 13212 PHONE: (315) 457-7000 FAX: (315) 457-9251 EMAIL: mail@romanspc.com</p> | | |



Subject to any statement of facts on accurate and up to date information of the site and area.
Unauthorized alteration or addition to a survey map bearing a license plate number shall be a violation of section 1700, sub-section 2, of the New York State Executive Law.

CB
RIM=374.1
WATER=370.2
UNABLE TO
OBTAIN
INVERTS

DESTINY USA RESEARCH AND
DEVELOPMENT PARK, LLC
(REPUTED OWNER)
BOOK 5154, PAGE 131
TAX MAP ID No. 74.-03-3.1

DESTINY USA RESEARCH AND
DEVELOPMENT PARK, LLC
(REPUTED OWNER)
BOOK 5154, PAGE 131
TAX MAP ID No. 74.-03-3.1

ONONDAGA COUNTY RESOURCE
RECOVERY AGENCY
(REPUTED OWNER)
BOOK 5155, PAGE 681
TAX MAP ID No. 74.-03-3.2

DESTINY USA RESEARCH AND
DEVELOPMENT PARK, LLC
(REPUTED OWNER)
BOOK 5154, PAGE 131
TAX MAP ID No. 74.-03-3.1

DESTINY USA RESEARCH AND
DEVELOPMENT PARK, LLC
(REPUTED OWNER)
BOOK 5154, PAGE 131
TAX MAP ID No. 74.-03-3.1

ONONDAGA COUNTY RESOURCE
RECOVERY AGENCY
(REPUTED OWNER)
BOOK 5155, PAGE 681
TAX MAP ID No. 74.-03-3.2

NATIONAL GRID
(REPUTED OWNER)
TAX MAP ID No. 74.-03-04

DMH
RIM=371.7
CL.INV=361.5

MH
RIM=373.1
UNABLE TO
OPEN



BENCHMARKS:

- BENCHMARK No. 1 - CHISELED "X" AT SOUTHEAST CORNER LIGHT POLE BASE
25'± WEST OF TRUCK SCALE
ELEV. = 376.59
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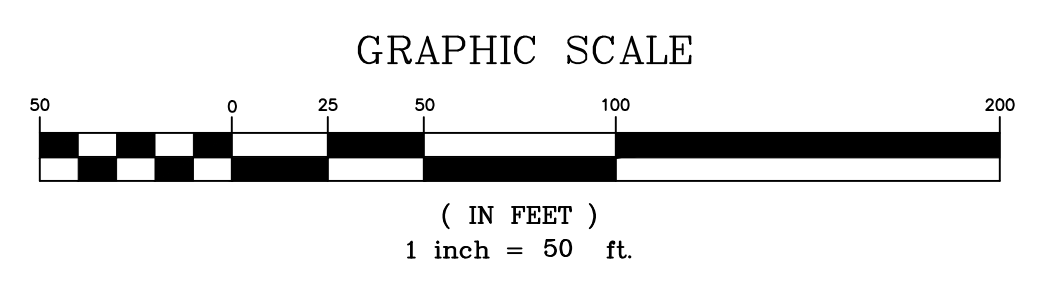
LEGEND:

- indicates original grade
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- indicates manhole found
- indicates bollard
- indicates sign
- indicates storm culvert
- indicates gas main, gas valve & gas line marker
- indicates water main, water valve & hydrant
- indicates storm sewer, catch basin & manhole
- indicates sanitary sewer, sewer vent & manhole
- indicates underground telephone line, manhole & box
- indicates underground electric line & manhole
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- indicates guide rail
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- indicates adjacent parcel line
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- indicates easement line
- indicates centerline road

NOTES:

Present Zone: Industrial District (I-1)
Elevations referred to NAVD 88.
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Tax Map No. 74.-03-3.2
BOUNDARY DETERMINATION NOT ESTABLISHED AT THIS TIME

Subject to any statement of facts on accurate and up to date abstract of title will show.
Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, sub-division 2, of the New York State Education Law.



| | | | |
|-----------|---|--|--|
| REVISIONS | TOPOGRAPHIC SURVEY | | |
| | LEY CREEK OCRA SITE | | |
| | PART OF LOT No. 17 TOWN OF SALINA ONONDAGA COUNTY, NEW YORK | | |
| | IANUZI & ROMANS LAND SURVEYING, P.C. 5251 WITZ DRIVE NORTH SYRACUSE, NY 13212 PHONE: (315) 457-7200 FAX: (315) 457-9251 EMAIL: mail@romanspc.com | DATE: JUNE 29, 2022 SCALE: 1" = 50' FILE No.: 3688.003 | |

ABBREVIATIONS

| | |
|-----------|----------------------------------|
| A or AMP | AMPERE, AMPS |
| AC | ALTERNATING CURRENT |
| AFF | ABOVE FINISHED FLOOR |
| AFG | ABOVE FINISHED GRADE |
| AIC | AMPS INTERRUPTING CURRENT |
| AWG | AMERICAN WIRE GAUGE |
| BKR | BREAKER |
| C or COND | CONDUIT |
| CB | CIRCUIT BREAKER |
| CT | CURRENT TRANSFORMER |
| DS | DISCONNECT SWITCH |
| EA | EACH |
| FLEX | FLEXIBLE |
| FSW | FUSED SWITCH |
| GEN | GENERATOR |
| GENSET | EMERGENCY POWER GENERATOR |
| GFCI | GROUND FAULT CIRCUIT INTERRUPTER |
| GFI | GROUND FAULT INTERRUPTER |
| G or GRD | GROUND |
| JB | JUNCTION BOX |
| KMIL | THOUSAND CIRCULAR MILS |
| KVA | KILOVOLT AMPERES |
| KW | KILOWATT |
| MCB | MAIN CIRCUIT BREAKER |
| MDP | MAIN DISTRIBUTION PANEL |
| MFR | MANUFACTURER |
| NEC | NATIONAL ELECTRIC CODE |
| NP | NAMEPLATE |
| OHE | OVERHEAD ELECTRIC |
| OHL | OVERHEAD TELEPHONE |
| Ø | PHASE |
| P | POLE |
| Pbx | PULL BOX |
| PF | PULLING FITTING |
| PNL | PANEL |
| RGS | RIGID GALVANIZED STEEL CONDUIT |
| SER | SERVICE ENTRANCE RATED |
| SN | SOLID NEUTRAL |
| SS | STAINLESS STEEL |
| SSW | SAFETY SWITCH |
| STR | STRANDED |
| TYP | TYPICAL |
| UGIE | UNDERGROUND ELECTRIC |
| UNK. | UNKNOWN |
| VA | VOLT-AMPERES |
| W | WITH |
| WP | WEATHER PROOF, WATER PROOF |
| XFMR | TRANSFORMER |

GROUNDING NOTES

- THE GROUNDING SYSTEM IS SHOWN DIAGRAMMATICALLY. EXACT LOCATION OF CABLE GROUND RODS AND CONNECTIONS SHALL BE DETERMINED BY THE CONTRACTOR IN THE FIELD.
- ALL BURIED GROUNDING CABLE CONNECTIONS SHALL BE CADWELD OR THERMOWELD. THE WELDED CONNECTIONS SHALL BE LEFT EXPOSED FOR INSPECTION BY ENGINEER PRIOR TO BACKFILLING.
- WHERE EXPOSED TO MECHANICAL INJURY, THE GROUNDING CONDUCTOR SHALL BE SUITABLY PROTECTED BY PIPE OR OTHER MECHANICAL PROTECTION. EACH END OF PROTECTING CONDUIT (IF METALLIC) SHOULD BE GROUNDED TO THE BARE CABLE.
- ALL EXPOSED CABLE LUGS AND CONNECTORS SHALL BE OF THE COMPRESSION TYPE UNLESS OTHERWISE NOTED.
- STEEL MUST BE CLEANED THOROUGHLY AND CABLE MUST BE COMPLETELY DRY BEFORE MAKING WELD CONNECTIONS.
- THE GROUNDING SYSTEM SHALL BE CONNECTED TO A METALLIC WATERLINE WITH A MINIMUM OF 10 FEET LENGTH UNDERGROUND AND TO THE GROUNDING ELECTRODES.
- REMOVE PAINT FROM UNDER ALL GROUND LUGS AND BARS, INCLUDING SHOP FABRICATED PANELS.

SYMBOLS

| | |
|--|-----------------------------------|
| | FLEXIBLE CONDUIT |
| | DRAW OUT |
| | TRANSFORMER |
| | DELTA |
| | WYE |
| | WIRES CONNECTED |
| | SWITCH WITH CURRENT LIMITING FUSE |
| | GROUND GRID |
| | GROUND ROD |
| | ITEM TO BE DEMOLISHED |
| | JUNCTION BOX |
| | PULL BOX |
| | DISCONNECT SWITCH |

GENERAL NOTES

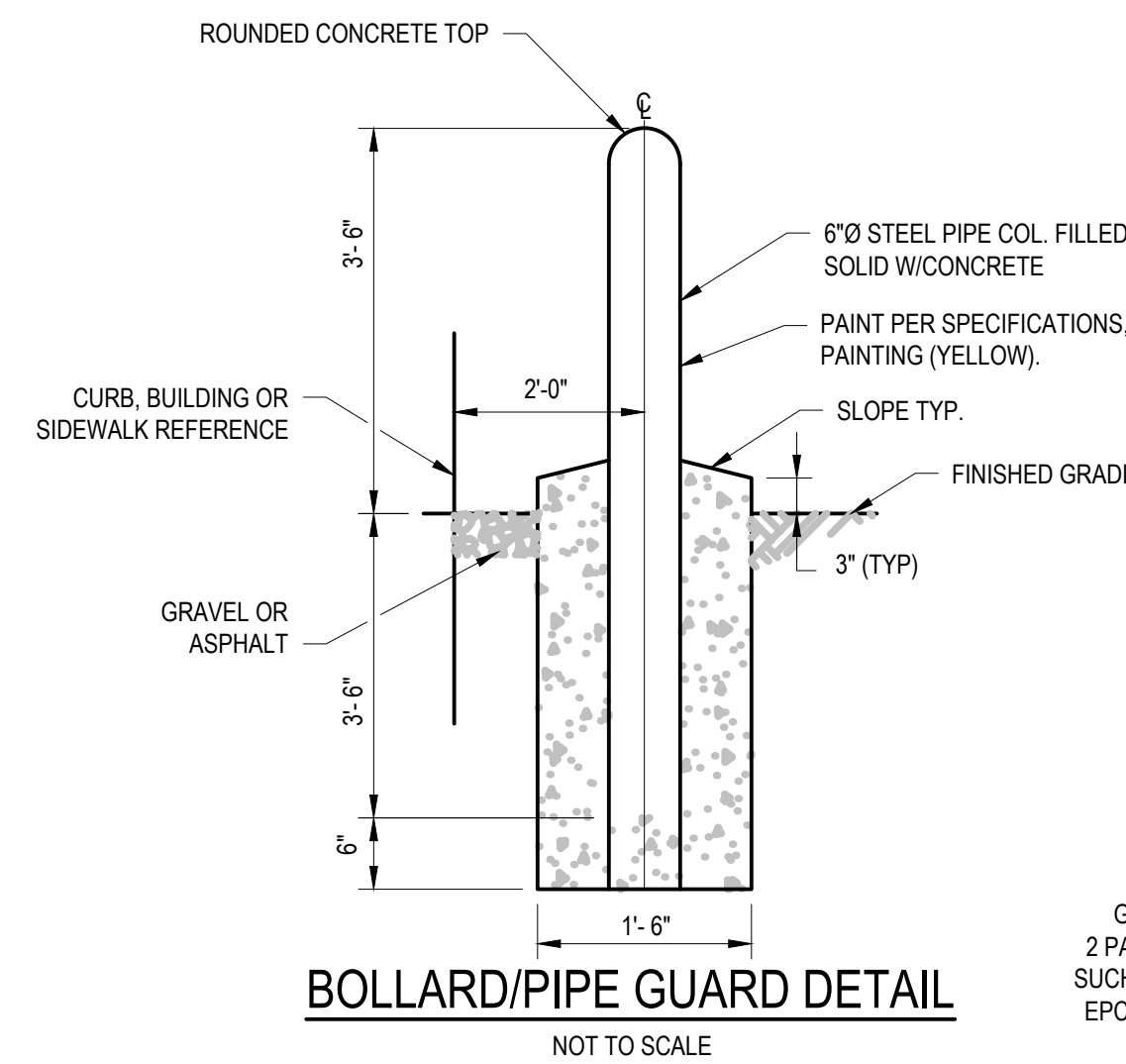
- CIRCUITS ARE SHOWN DIAGRAMMATICALLY. EXACT LOCATION OF CONDUIT RUNS SHALL BE DETERMINED BY THE ELECTRICAL INSTALLER IN THE FIELD, UNLESS SPECIFICALLY DIMENSIONED ON THE PLANS. CONDUIT AND WIRE INFORMATION CAN BE FOUND ON THE PLANS, EQUIPMENT SCHEDULES AND SCHEMATICS.
- EXACT EQUIPMENT CONDUIT CONNECTIONS ARE TO BE DETERMINED BY THE ELECTRICAL INSTALLER BASED UPON THE ACTUAL FIELD LOCATION OF EQUIPMENT. INSTALL CONDUIT IN ACCORDANCE WITH NFPA 70 (NEC).
- ALL PENETRATIONS THROUGH EXISTING SOLID CONCRETE STRUCTURES WHERE SLEEVES HAVE NOT BEEN PROVIDED SHALL BE CORE DRILLED AND SIZED TO ACCEPT MECHANICAL LINK SEALS. THROUGH NON-FIRE RATED WALLS, CORE HOLE AND SEAL AROUND CONDUIT WITH NON-SHRINK GROUT. THROUGH EXTERIOR WALL SEAL WATER TIGHT WITH SILICONE MASONRY SEALANT.
- EVERY EFFORT HAS BEEN MADE TO IDENTIFY REMOTE ITEMS TO BE CONNECTED BY THE ELECTRICAL CONTRACTOR, EITHER IN THE ELEMENTARIES OR IN THE SCHEDULES. HOWEVER, NOT ALL OF THE REMOTE DEVICES MAY HAVE BEEN SHOWN ON THE ELECTRICAL PLAN DRAWINGS. SEE THE DRAWINGS OF RESPECTIVE CONTRACTS TO LOCATE OR CONFIRM THEIR LOCATION.
- IN GENERAL, ALL WORK SHOWN ON THESE ELECTRICAL SHEETS IS THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR UNLESS SPECIFICALLY STATED OTHERWISE. WORK OF THIS CONTRACT IS GENERALLY SHOWN USING HEAVY LINE WEIGHTS, WITH EXISTING FACILITIES AND THE WORK OF OTHER CONTRACTS SHOWN WITH LIGHTER LINE WEIGHTS AND/OR CALLED OUT ON THE PLANS.

NEW / EXISTING TEXT IDENTIFIER

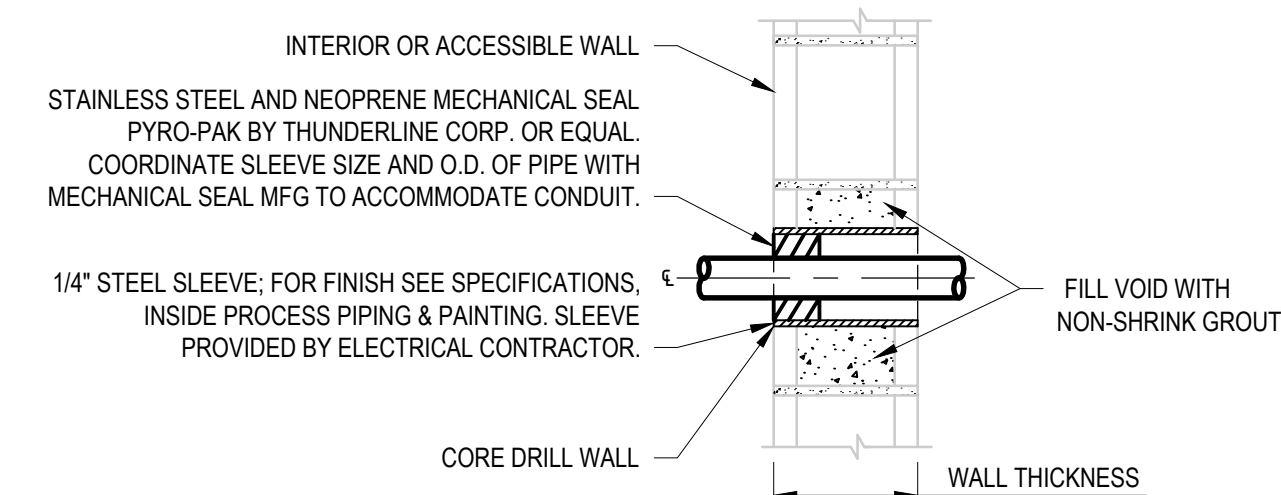
- NEW WORK, EQUIPMENT AND STRUCTURES ARE SHOWN IN THIS TEXT FORMAT
- EXISTING EQUIPMENT, CONDITIONS AND STRUCTURES ARE SHOWN IN THIS TEXT FORMAT.

ELECTRICAL - BILL OF MATERIALS:

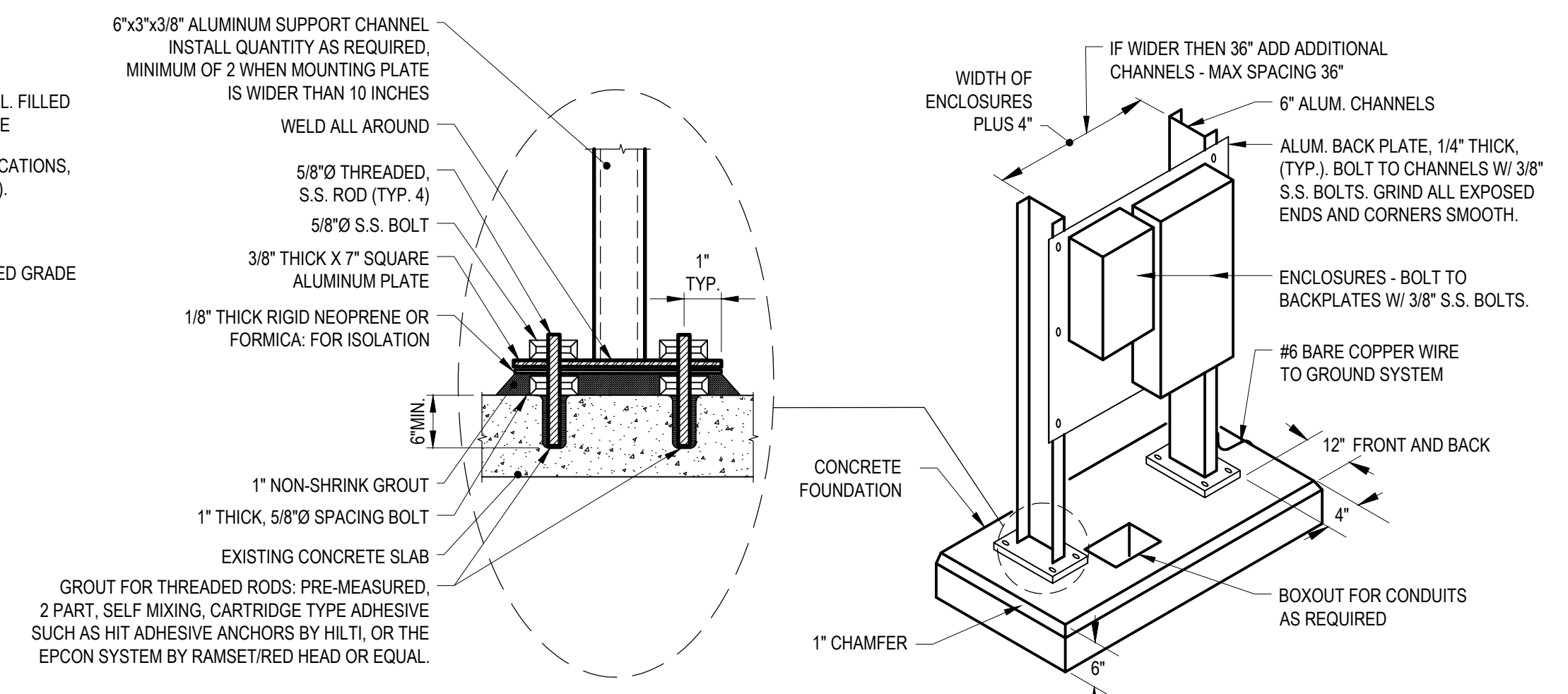
- ALL CONDUIT SHALL BE POLYVINYL CHLORIDE (PVC) -COATED, RIGID STEEL CONDUIT AND SHALL CONFORM TO FEDERAL SPECIFICATIONS WWV-581d AND NEMA RN-1-1986 AND BE COATED WITH A HEAT POLYMERIZING ADHESIVE PRIOR TO PLASTIC COATING. THE PLASTIC COATING SHALL BE A THICKNESS BETWEEN 0.035 INCH AND 0.045 INCH APPLIED BY "PLASTISAL" METHOD. INTERIOR COATING SHALL BE A FACTORY APPLIED, TWO-PART, 2 MIL THICK, CHEMICALLY CURED, HOT DIPPED URETHANE COATING. THE COATING SHALL BE SUFFICIENTLY FLEXIBLE TO PROVIDE FIELD BENDING WITHOUT CRACKING, SPLITTING OR ROLLING UP. AT EACH COUPLING OR FITTING A PLASTIC SLEEVE SHALL EXTEND ON TO THE CONDUIT A MINIMUM OF ONE PIPE DIAMETER. PLASTIC SLEEVES OR PLASTIC GASKETS SHALL NOT INTERFERE WITH THE CONTINUITY OF GROUND, VAPOR-PROOF, OR EXPLOSION-RESISTING CHARACTERISTICS INHERENT WITH THE FITTING. MANUFACTURERS SHALL BE ROBROY PLASTI-BOND PVC COATED GALVANIZED RIGID STEEL CONDUIT AND FITTINGS, OCAL, PERMA-COTE, OR EQUAL.
 - PULLING FITTINGS - SHALL BE CAST IRON ALLOY OR MALLEABLE IRON BODY WITH PVC COATING. PAPERED THREADED HUBS. EACH HUB SHALL HAVE AN EXTENDED PVC COLLAR EQUAL IN LENGTH TO THE PIPE DIAMETER. COVER SHALL BE CAST IRON ALLOY WITH PVCC COATING OUTSIDE, STAINLESS STEEL SCREWS AND SOLID NEOPRENE GASKET. MANUFACTURERS SHALL BE ROBROY PRH SERIES, OCAL COND SERIES, PERMA-COTE CON SERIES, OR EQUAL.
 - EXPANSION FITTINGS - PROVIDE FOR 4-INCH LINEAR MOVEMENT WITH WATERTIGHT CONNECTION AND BE UL CERTIFIED. PVC-COATED IRON BODY, INTERIOR COATED. MANUFACTURERS SHALL BE OCAL TYPE XJ, ROBROY PRXJG SERIES, PERMA-COTE XJG SERIES, OR EQUAL.
 - MISCELLANEOUS FITTINGS AND CONNECTORS - SHALL BE MATERIAL SIMILAR TO CONDUIT SYSTEM AND BY SAME MANUFACTURER AS CONDUIT SYSTEM.
 - ELBOWS - SHALL BE CONDUIT MATERIAL SIMILAR TO CONDUIT SYSTEM AND EITHER FACTORY MADE ELBOWS WITH TAPERED THREAD ENDS OR FIELD BEND AS REQUIRED. FIELD BEND ONLY WITH USE OF HOT BOX.
- CONDUCTORS -
 - SERVICE ENTRANCE WIRE - CABLE CONDUCTORS INSTALLED UP TO TRANSFER STATION MAIN DISCONNECT SWITCH WHETHER ABOVE GRADE OR IN DUCTBANK. ANS/NFPA 70, TYPE RHW, STRANDED COPPER, 600 VOLT RATING, INSULATION TYPE XLP (CROSS-LINKED POLYETHYLENE) OR EP. MANUFACTURERS SHALL BE ANIXTER MODEL 3B, OKONITE MODEL 112-32, ALPHAWIRE MODEL M828 OR EQUAL.
 - BUILDING WIRE AND CABLE FOR GENERAL USE FOR ALL CONDUCTORS UNLESS SPECIFICALLY CALLED OUT OTHERWISE ON THE DRAWINGS OR IN THESE NOTES. NOT FOR USE AS INSTRUMENTATION CABLES. SINGLE CONDUCTOR INSULATED WIRE, STRANDED COPPER, 600 VOLT RATING, INSULATION TYPE THHW/THWN. MANUFACTURERS SHALL BE TRIANGLE PWC, ANIXTER, OKONITE, OR EQUAL.
- JUNCTION BOXES - MATERIALS TO MATCH CONSTRUCTION OF CONDUIT SYSTEM. SIZE AS REQUIRED BY NATIONAL ELECTRIC CODE. BOXES LARGER THAN 100 CENTIMETERS SQUARED SHALL BE EQUIPPED WITH LABELED TERMINAL STRIPS.
- ELECTRICAL SUPPORTS AND MOUNTING HARDWARE - SHALL BE EITHER STAINLESS STEEL OR PVC COATED RIGID STEEL. MANUFACTURER SHALL BE UNI-STRUT, B-LINE, PERMA-COTE, ROBROY, OR EQUAL.
- NAMEPLATES AND LABELS: NAMEPLATES - RIGID LAMINATED PLASTIC, 5/16" HIGH LETTERING, WHITE LETTERS ON BLACK BACKGROUND. LABELS - SELF-DEBOSSING, ALUMINUM FOIL TYPE. TYPEWRITTEN OR PREPRINTED BLACK LEGENDS ON WHITE BACKGROUND. PREPRINTED SLEEVE TYPE FOR CONDUCTORS. MANUFACTURER SHALL BE BRADY-SETON OR EQUAL.



BOLLARD/PIPE GUARD DETAIL
NOT TO SCALE



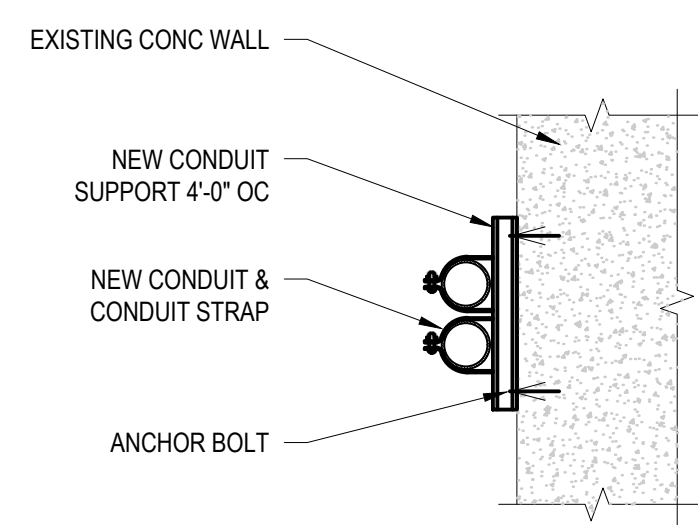
205 TYPICAL CONDUIT THRU BLOCK WALL
SCALE: NTS



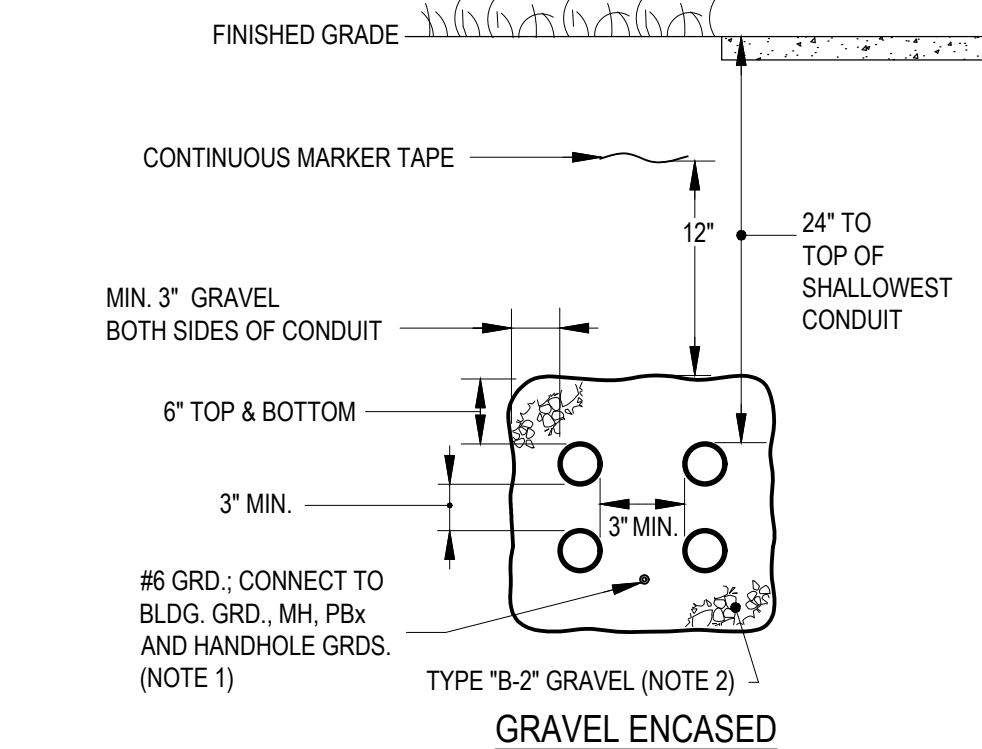
NOTES:

- PROVIDE #6 BARE COPPER WIRE FROM MOUNTING STAND TO GROUND SYSTEM.
- CONCRETE SHALL BE MINIMUM 4000PSI.
- REINFORCING #4 BARS @ 6" O.C. EA. WAY
- PROVIDE 6" COMPACTED CRUSHER RUN STONE BASE UNDER CONCRETE PAD. PAD TO EXTEND 3" ABOVE FINISHED GRADE.

310 TYPICAL MOUNTING STAND DETAIL
SCALE: NTS

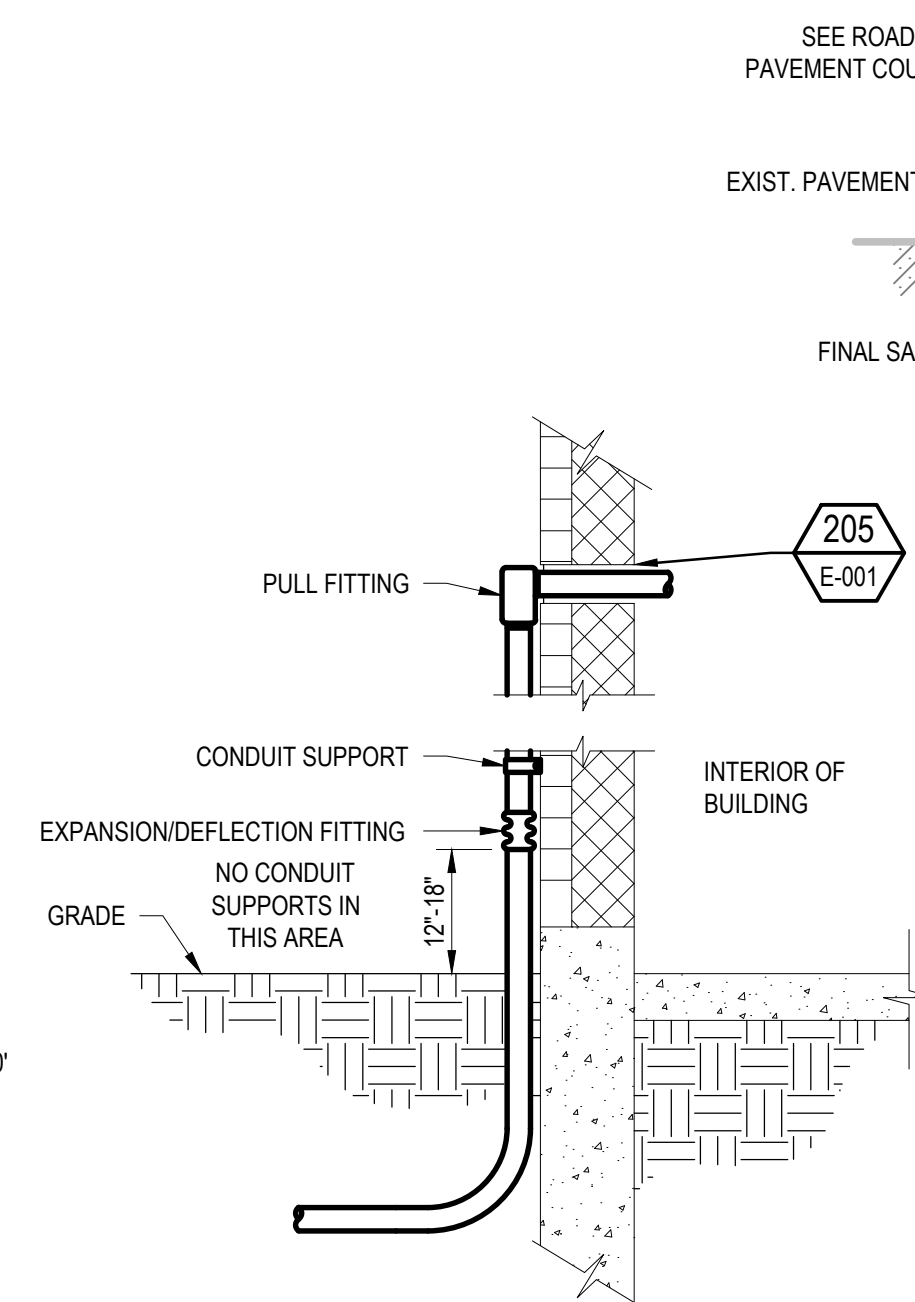


502 VERTICAL WALL MOUNT CONDUIT SUPPORT DETAIL
SCALE: NTS

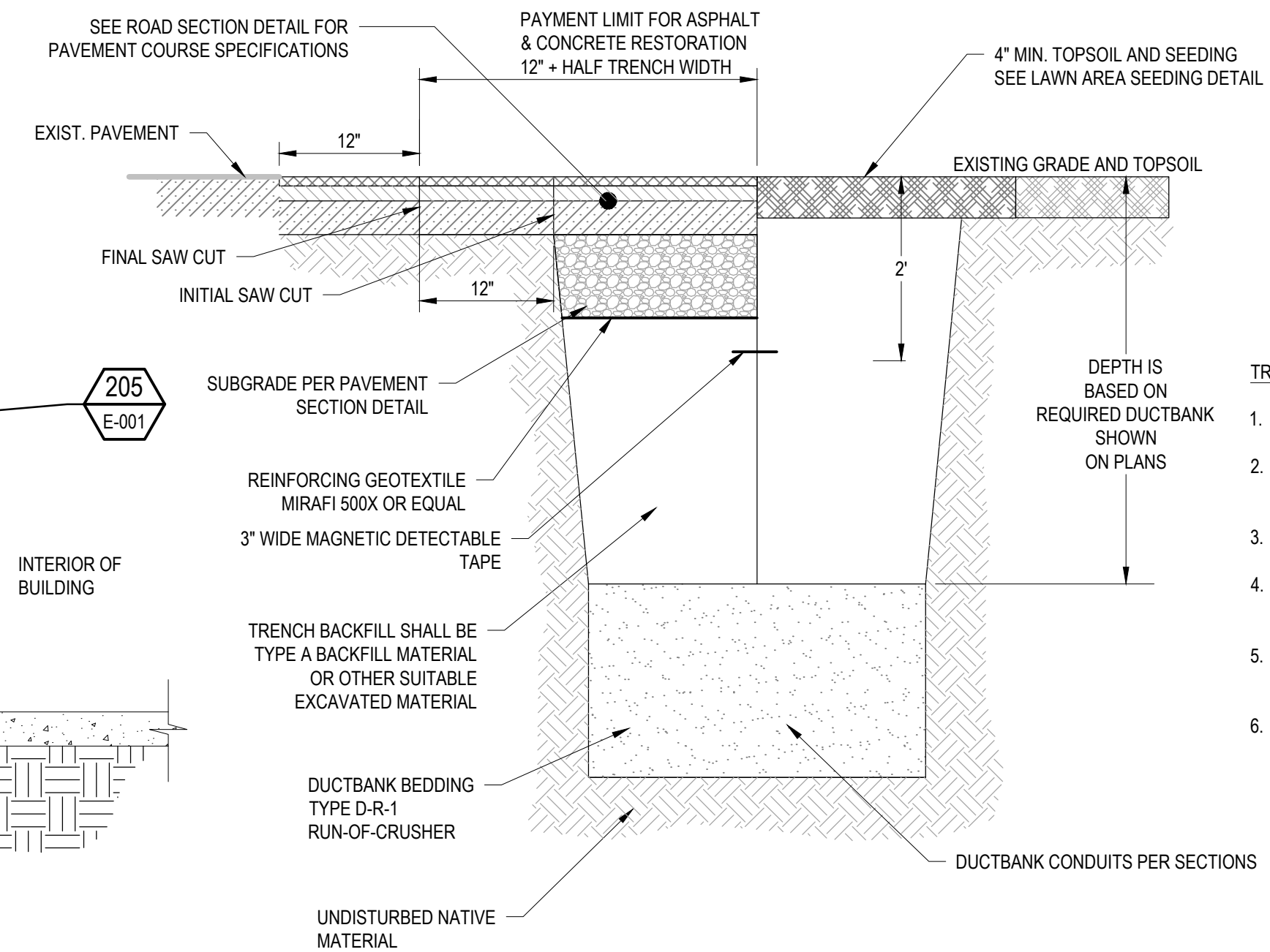


- DUCTBANK NOTES:**
- IF EXISTING OR NEW GROUNDS ARE NOT AVAILABLE AT DUCTBANK ENDS, PROVIDE ONE 3/4"x10" GROUND ROD, OFFSET TO SIDE OF DUCTBANK, FOR TERMINATION OF DUCTBANK GROUNDING CONDUCTORS.
 - CONTRACTOR SHALL BE PERMITTED TO USE OTHER SUITABLE GRAVEL WITH 2" MAXIMUM SIZE EXCEPT CRUSHED AGGREGATE SHALL NOT BE PERMITTED.

106 DUCTBANK DETAIL
SCALE: NTS



201 TYPICAL BELOW GRADE TO ABOVE GRADE CONDUIT DETAIL
SCALE: NTS



TRENCHING & RESTORATION DETAIL (TYP)
NOT TO SCALE

- TRENCHING & RESTORATION NOTES:**
- CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL APPLICABLE SAFETY CONDITIONS ALONG TRENCH.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING NECESSARY SIDE SLOPES, AND IF SHORING AND/OR A TRENCH SHIELD IS REQUIRED.
 - ALL OTHER DRIVEWAYS/ROADS, SEE PRIVATE DRIVEWAY/PARKING AREAS RESTORATION DETAIL.
 - MAXIMUM PAYMENT LIMITS FOR PERMANENT TRENCH PAVEMENT RESTORATION ARE 5' WIDE AS DETAILED ABOVE.
 - PAVEMENT CUTS BY THE CONTRACTOR WILL BE MADE WITH A PNEUMATIC SPADE OR OTHER ACCEPTABLE MEANS PRIOR TO EXCAVATION.
 - FINAL PAVEMENT RESTORATION: THE CONTRACTOR WILL BE RESPONSIBLE TO SAW CUT AN ADDITIONAL 12" ON EACH SIDE OF EXCAVATION SO AS TO PROVIDE A UNIFORM STRAIGHT EDGE. THE CUT WILL BE THEN COATED WITH A BITUMINOUS TACK COAT AND REPLACED IN THE MANNER DESCRIBED ABOVE.

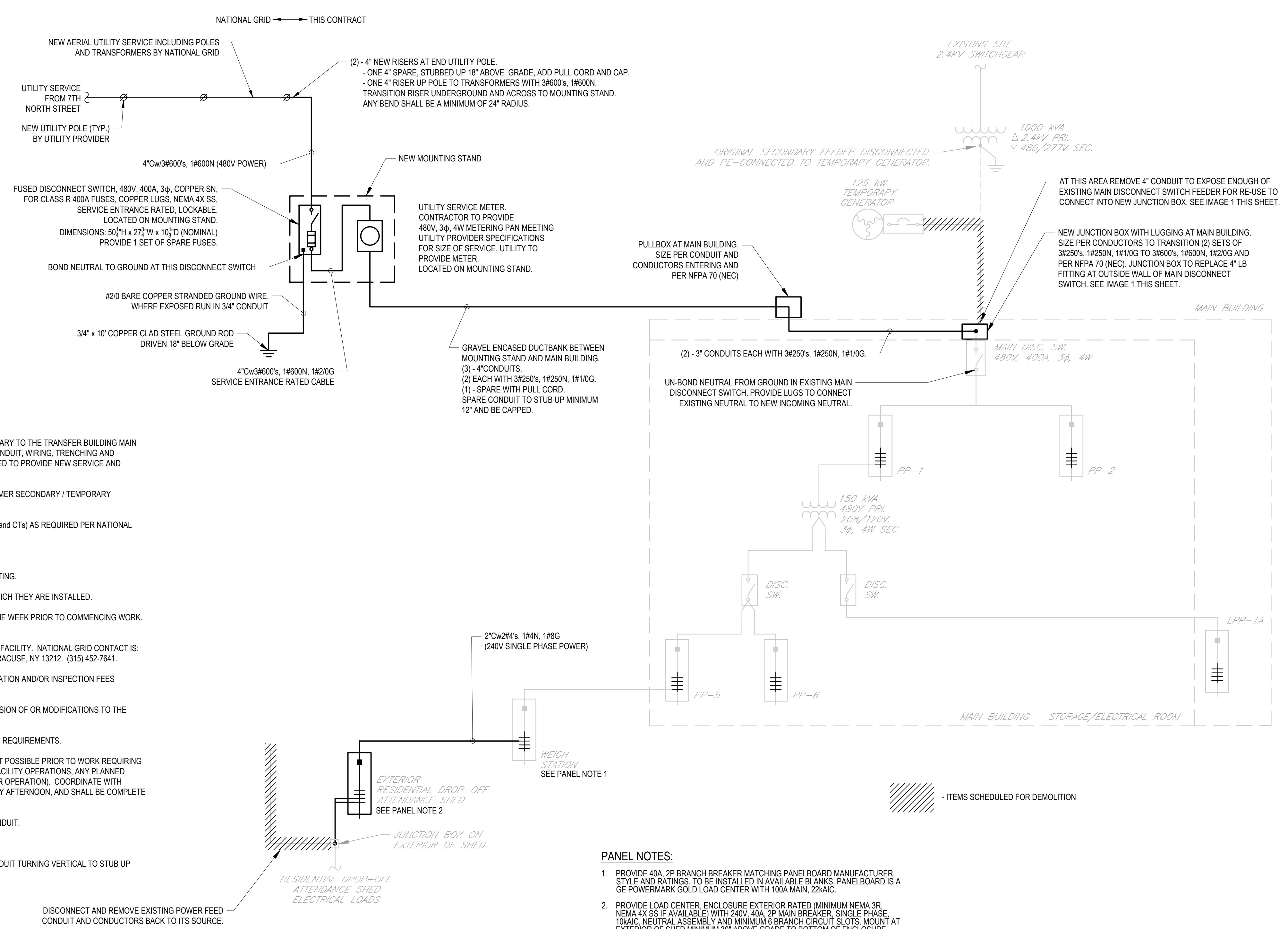


| | | | | | | | | | | | |
|-----|-------------|-------|----------|---|--|--|---|--|--|--|----------------|
| | | | | Notes Underground facilities, structures, and utilities have been plotted from available surveys and records, and therefore their locations must be considered approximate only. There may be others, the existence of which is presently not known. | Bar is one inch on original size sheet 0 1" | | GHD Consulting Services Inc. One Remington Park Drive Cazenovia NY 13035 USA T 1 315 679 5800 F 1 315 679 5801 W www.ghd.com | | Drawn E. PARTRIDGE Designer E. PARTRIDGE Drafting Check T. DEVINE Design Check T. DEVINE Project Director J. HEATH Date 09/2019 Scale NONE | Client ONONDAGA COUNTY RESOURCE RECOVERY AGENCY Project LEY CREEK TRANSFER STATION Title ELECTRICAL LEGEND, ABBREVIATIONS, SYMBOLS, NOTES AND DETAILS Project No. 111-xxxxx Original Size ANS I D Sheet No. E-001 | Contract No. X |
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| No. | Issue | Drawn | Approved | Date | | | | | | | |



LB FITTING TO BE REMOVED AND REPLACED WITH JUNCTION BOX

IMAGE 1
NOT TO SCALE



NOTES:

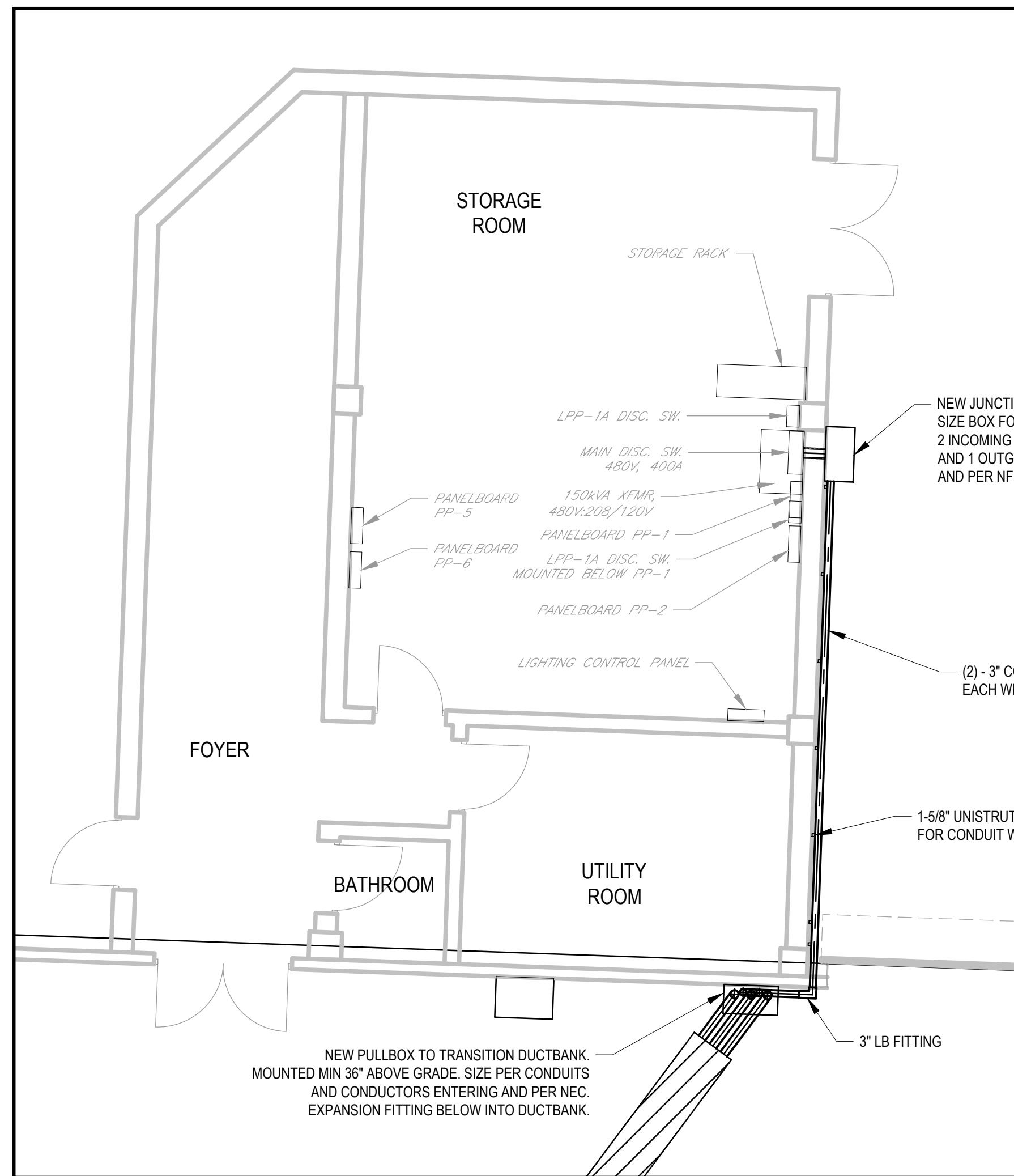
- UTILITY SERVICE ENTRANCE -
- PROVIDE ELECTRICAL SERVICE FROM THE NATIONAL GRID (THE LOCAL UTILITY) TRANSFORMER SECONDARY TO THE TRANSFER BUILDING MAIN DISCONNECT SWITCH, INCLUSIVE OF COORDINATION WITH THE UTILITY, PROVISIONS FOR METERING, CONDUIT, WIRING, TRENCHING AND DUCTBANK, GROUNDING, MOUNTING, ALL NECESSARY ACCESSORIES AND APPURTENANCES AS REQUIRED TO PROVIDE NEW SERVICE AND COMPLY WITH REQUIREMENTS OF THE LATEST VERSION OF NFPA 70 NATIONAL ELECTRIC CODE (NEC).
 - DEMOLISH THE EXISTING FEEDER CONDUIT AND CONDUCTORS FROM THE EXISTING 1000kVA TRANSFORMER SECONDARY / TEMPORARY GENERATOR TO THE MAIN DISCONNECT SWITCH.
 - PROVIDE A METERING ENCLOSURE, BASE AND SPACE FOR CURRENT AND POWER TRANSFORMERS (PTs and CTs) AS REQUIRED PER NATIONAL GRID SPECIFICATIONS.
 - SERVICE ENTRANCE CHARACTERISTICS: 480/277 VOLTS, 3 PHASE, 4 WIRE, 60 HERTZ, 400 AMPS.
 - PROVIDE SUBMITTALS SHOWING EQUIPMENT CUT SHEET RATINGS AND CONDUIT AND CONDUCTOR ROUTING.
 - FURNISH PRODUCTS LISTED BY UNDERWRITER'S LABORATORY AS SUITABLE FOR THE PURPOSE FOR WHICH THEY ARE INSTALLED.
 - COORDINATE WITH THE UTILITY AND ARRANGE FOR A PRE-INSTALLATION CONFERENCE TO CONVENE ONE WEEK PRIOR TO COMMENCING WORK. CONFERENCE SHALL BE AT THE SITE OF THE WORK AND INCLUDE THE OWNER AND ENGINEER.
 - THE OWNER / ENGINEER HAS MADE INITIAL CONTACT WITH THE UTILITY REGARDING SERVICE(S) AT THIS FACILITY. NATIONAL GRID CONTACT IS: TODD FROYSELL, REGIONAL ACCOUNT SERVICES, NATIONAL GRID, 7496 ROUND POND ROAD, NORTH SYRACUSE, NY 13212. (315) 452-7641.
 - CONTRACTOR IS RESPONSIBLE FOR COMPLETING ANY APPLICATIONS INCLUDING ALL REQUIRED APPLICATION AND/OR INSPECTION FEES RELATIVE TO PERMANENT EQUIPMENT, CABLE OR DEVICES.
 - THE OWNER WILL BE RESPONSIBLE FOR ALL UTILITY COMPANY CHARGES ASSOCIATED WITH THE EXTENSION OF OR MODIFICATIONS TO THE UTILITY SERVICES TO THE SITE.
 - COORDINATE WITH THE ELECTRIC UTILITY FOR CONNECTION OF ELECTRICAL SERVICE. ABIDE BY UTILITY REQUIREMENTS.
 - COORDINATE ANY PLANNED POWER OUTAGES WITH THE OWNER. COMPLETE ALL WORK, TO THE EXTENT POSSIBLE PRIOR TO WORK REQUIRING A SHUT DOWN, SO AS TO MINIMIZE THE DURATION OF THE OUTAGE. TO MINIMIZE DISRUPTION TO THE FACILITY OPERATIONS, ANY PLANNED OUTAGES SHALL BE SCHEDULED DURING PERIODS WHEN THE FACILITY IS NOT ACTIVE (I.E. - CLOSED FOR OPERATION). COORDINATE WITH OWNER - PLANNED POWER OUTAGES MAY COMMENCE AFTER THE CLOSE OF OPERATIONS ON SATURDAY AFTERNOON, AND SHALL BE COMPLETE AS SOON AS POSSIBLE BUT BEFORE OPERATIONS RESUME ON THE FOLLOWING MONDAY.
 - WHERE CONDUIT IS ABOVE GRADE CONDUIT SHALL BE PVC COATED RIGID GALVANIZED STEEL(RGS) CONDUIT.
 - WHERE CONDUIT IS BELOW GRADE IN DUCTBANK CONDUIT SHALL BE SCHEDULE 40 PVC CONDUIT.
 - CONDUIT TRANSITION FROM PVC TO PVC COATED RGS SHALL TRANSPIRE BELOW GRADE PRIOR TO CONDUIT TURNING VERTICAL TO STUB UP ABOVE GRADE.

PANEL NOTES:

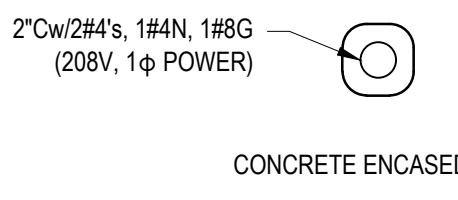
- PROVIDE 40A, 2P BRANCH BREAKER MATCHING PANELBOARD MANUFACTURER, STYLE AND RATINGS. TO BE INSTALLED IN AVAILABLE BLANKS. PANELBOARD IS A GE POWERMARK GOLD LOAD CENTER WITH 100A MAIN, 22kAIC.
- PROVIDE LOAD CENTER, ENCLOSURE EXTERIOR RATED (MINIMUM NEMA 3R, NEMA 4X SS IF AVAILABLE) WITH 240V, 40A, 2P MAIN BREAKER, SINGLE PHASE, 10kAIC, NEUTRAL ASSEMBLY AND MINIMUM 6 BRANCH CIRCUIT SLOTS. MOUNT AT EXTERIOR OF SHED MINIMUM 30" ABOVE GRADE TO BOTTOM OF ENCLOSURE. RE-FEED EXISTING CIRCUITS AT SHED FROM NEW LOAD CENTER WITH 1" CONDUIT BACK TO JUNCTION BOX AT EXTERIOR. VERIFY NUMBER OF CIRCUITS REQUIRED. PROVIDE BRANCH CIRCUIT BREAKERS IN LOAD CENTER PROPERLY SIZED FOR EXISTING SHED CIRCUITS. PROVIDE INCOMING LUGGING SIZED TO ACCOMMODATE A MINIMUM #4AWG WIRE.



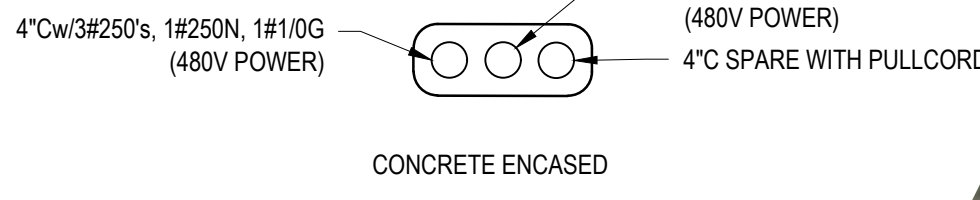
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|--|--|--|--|--|--|--|---|--|---|--|------------------------|--|---|--|
| Notes | | | | | Bar is one inch on original size sheet | | GHD | | Drawn E. PARTRIDGE | | Designer E. PARTRIDGE | | Client ONONDAGA COUNTY RESOURCE RECOVERY AGENCY | |
| Underground facilities, structures, and utilities have been plotted from available surveys and records, and therefore their locations must be considered approximate only. There may be others, the existence of which is presently not known. | | | | | 0 1" | | GHD Consulting Services Inc. One Remington Park Drive Cazenovia NY 13035 USA T 1 315 679 5800 F 1 315 679 5801 W www.ghd.com | | Drafting Check T. DEVINE | | Design Check T. DEVINE | | Project LEY CREEK TRANSFER STATION | |
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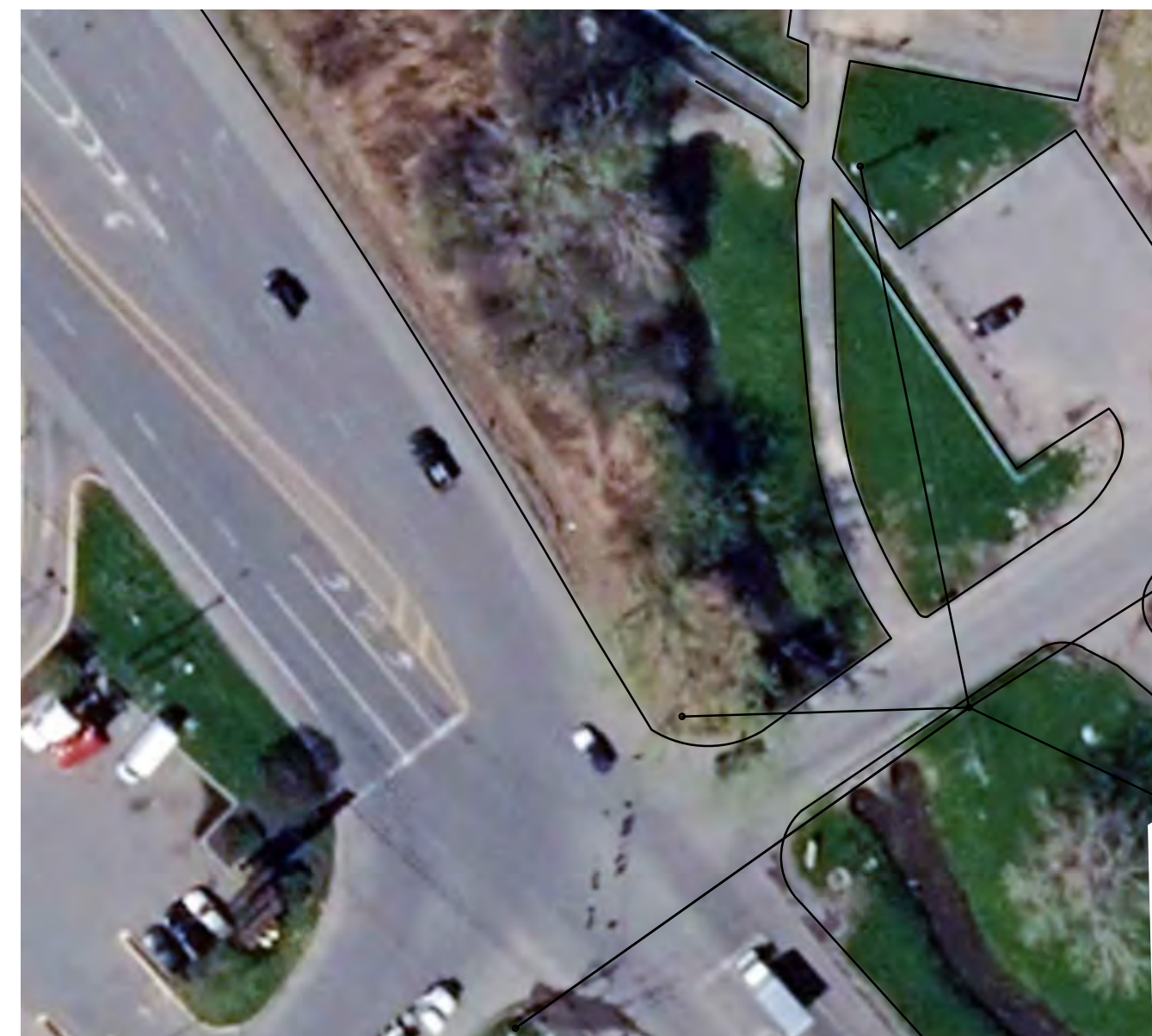
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SCALE 1"=5' AT ORIGINAL SIZE



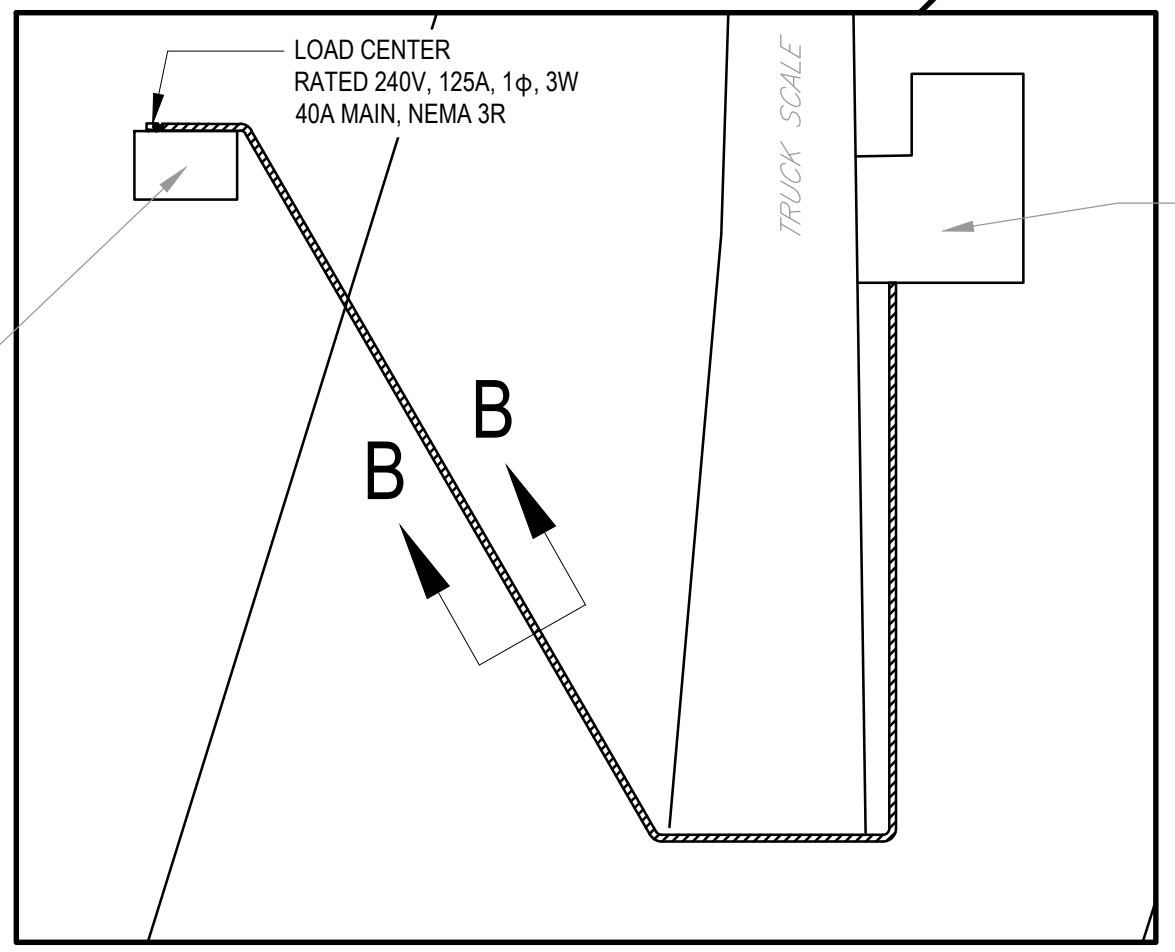
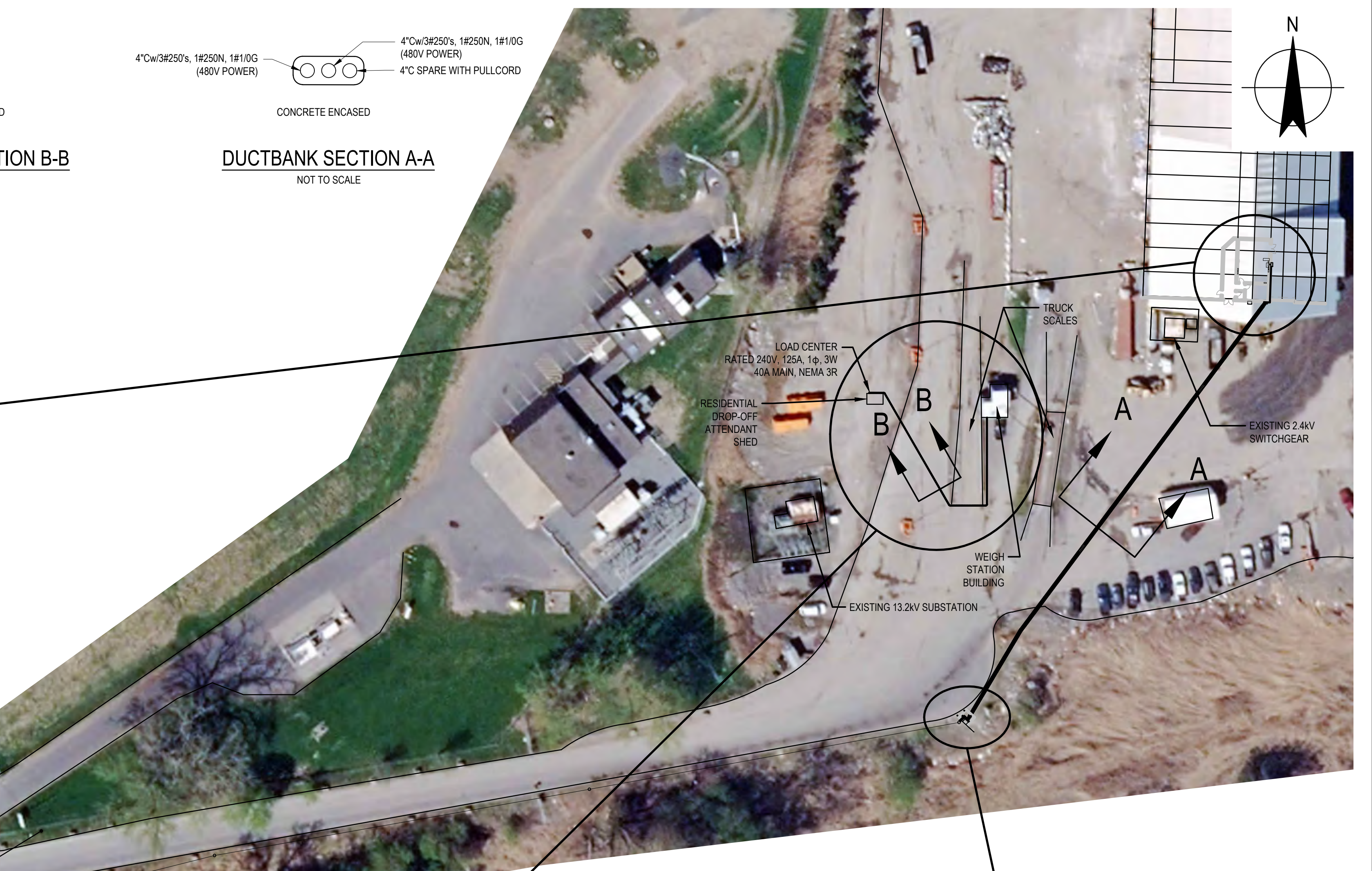
DUCTBANK SECTION B-B
NOT TO SCALE



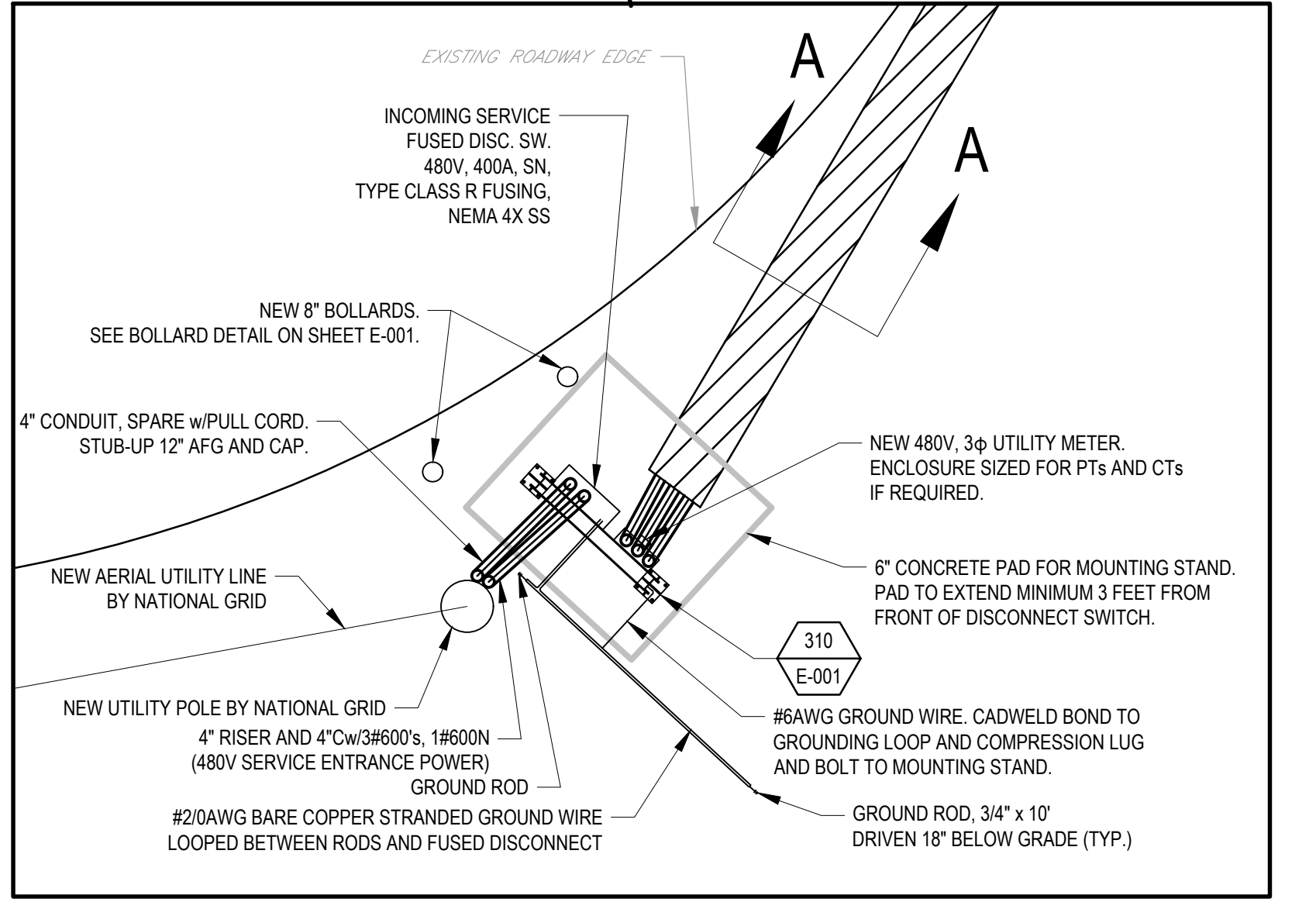
DUCTBANK SECTION A-A
NOT TO SCALE



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SCALE 1"=50' AT ORIGINAL SIZE



0 10 20 30 40'
SCALE 1"=20' AT ORIGINAL SIZE



0 2.5 5 7.5 10'
SCALE 1"=5' AT ORIGINAL SIZE



| | | | | |
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Notes
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0 1"

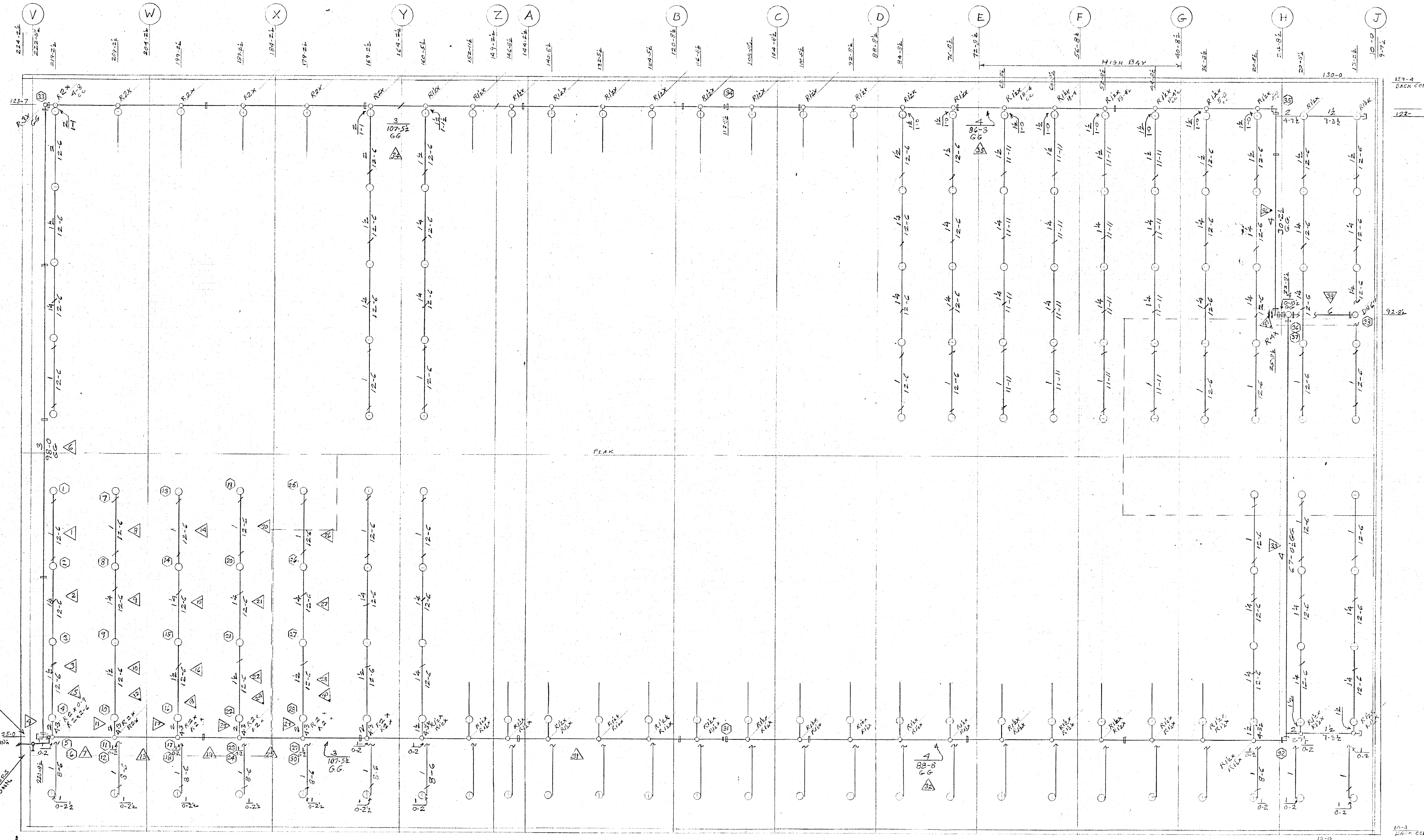
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| | | | |
|---|--------------|--------------|--------------|
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| Drafting Check | T. DEVINE | Design Check | T. DEVINE |
| Project Director | J. HEATH | Date | 09/2019 |
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| | | | |
|---------------|--|--------------|-------|
| Client | ONONDAGA COUNTY RESOURCE RECOVERY AGENCY | | |
| Project | LEY CREEK TRANSFER STATION | | |
| Title | ELECTRICAL SITE PLANS | | |
| Project No. | 111-XXXXX | Contract No. | X |
| Original Size | ANSI D | Sheet No. | E-003 |



NOTES:
 ALL PIPE 1-2" TO BE SCHED 40
 " " 2 1/2" LARGER TO BE SCHED 10
 ALL HANGERS TO BE P10N.

1" DIA TO GLOSS VALVE
 0.75" DIA. AFF. VALVE
 1.00" DIA. AFF. VALVE FOR
 TYP. CORR.
 1.50" DIA. DOWNWELL
 1" DIA. DOWNWELL
 1/2" DIA. DOWNWELL
 1/4" DIA. DOWNWELL

112
 FL AREA
 12071.00 SQ. FT.
 252.00

FIN FL 3775
 HYD. ELEV. 375'

| HYDRAULIC CALCULATION DATA | |
|----------------------------|----------------|
| PIPE SIZE | 1 1/2" INCH |
| DENSITY | 62.4 LB/CSQ FT |
| STATIC PRESSURE | 71 PSI |
| AREA | 2.22 SQ. FT |
| VELOCITY | 10.0 FT/SEC |
| HEAD LOSS | 1.0 FT |
| FRIC. LOSS | 1.0 FT |
| TOTAL HEAD LOSS | 2.0 FT |
| AV. HEAD | 69.4 FT |
| AV. VELOCITY | 10.0 FT/SEC |
| AV. FLOW | 1.5 GPM |

| ALARMS | | | | | | | | | |
|---------|----------------------------|------|------|------|--------|------|---|---------|-------|
| SYMBOL | MFG | MOD. | TYPE | FIN. | DEG. F | THD. | K | ORifice | QUAN. |
| HANGERS | | | | | | | | | |
| 11 | TOP BEAM CLAMP ROD RING | | | | | | | | |
| 12 | WIRE NUT TO C. ROD RING | | | | | | | | |
| 13 | POWER STUD. COUP. ROD RING | | | | | | | | |
| 14 | EXPANDED SHELL ROD RING | | | | | | | | |
| 15 | TRIPLE WIRE TUB RING | | | | | | | | |
| 16 | STUD. TO TOP WIRE ROD RING | | | | | | | | |
| 17 | CLAMP TO CLAMP ROD RING | | | | | | | | |

| SPRINKLERS | | | | | | | | | |
|------------|-----|------|------|------|--------|------|---|---------|-------|
| SYMBOL | MFG | MOD. | TYPE | FIN. | DEG. F | THD. | K | ORifice | QUAN. |
| 18 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |

PROJECT: **CHICAGO...**

ADDRESS: **...**

CITY: **...**

STATE: **...**

DATE: **...**

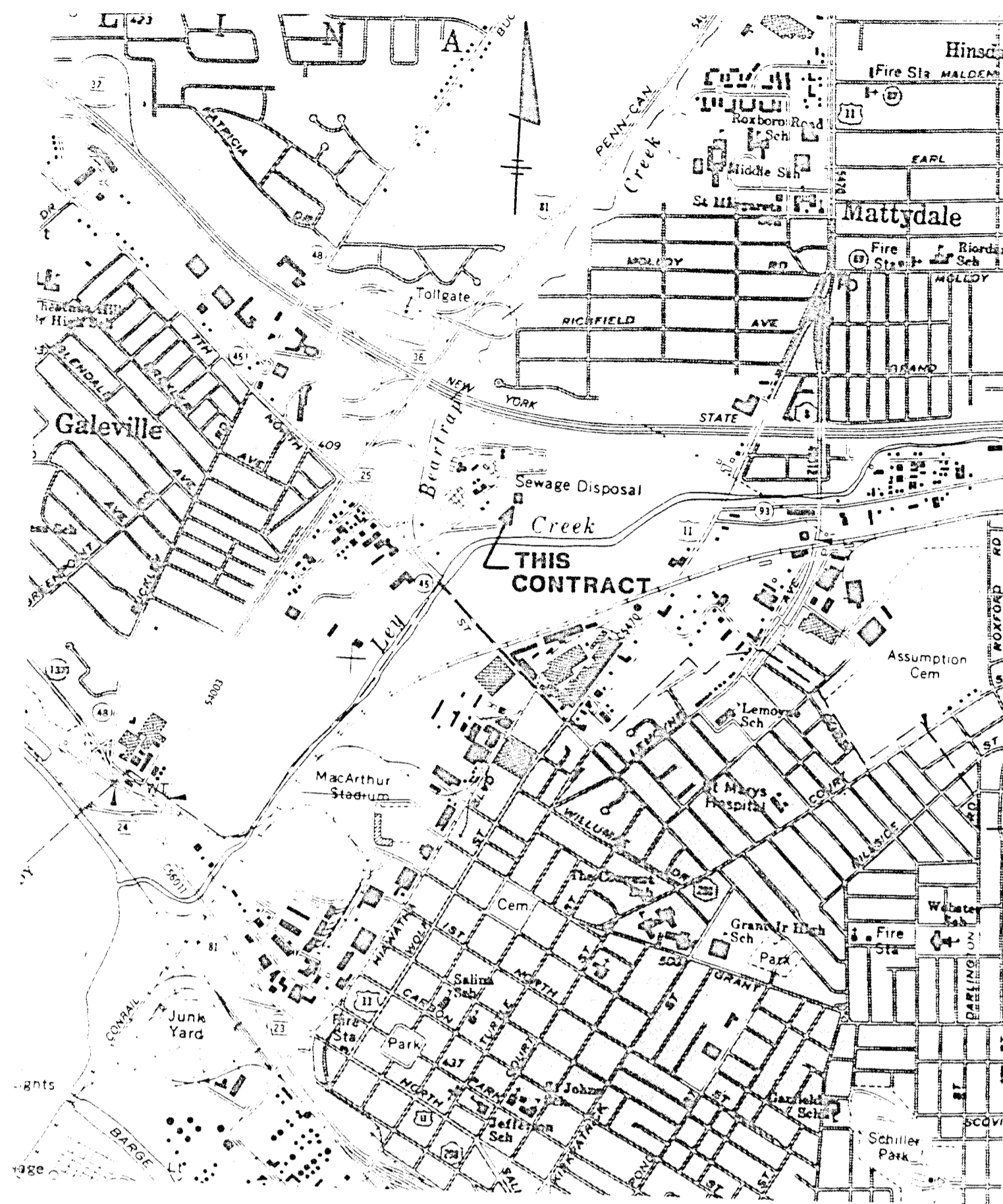
SCALE: **...**

DRAWN BY: **...**

CHECKED BY: **...**

Contract Drawings

LEY CREEK TRANSFER STATION MODIFICATIONS



LOCATION PLAN
SCALE: 1" = 2,000'

- CONTRACT NO. 1 - GENERAL
- CONTRACT NO. 2 - ELECTRICAL
- CONTRACT NO. 3 - FIRE PROTECTION

ONONDAGA COUNTY RESOURCE RECOVERY AGENCY
ONONDAGA COUNTY
SYRACUSE, NEW YORK
APRIL 1991

INDEX TO DRAWINGS

- TITLE SHEET
- G-1 GENERAL SITE PLAN
- G-2 SITE PLAN
- G-3 DETAILS
- A-1 PLAN, ELEVATIONS, SECTIONS & DETAILS
- A-2 SECTIONS & DETAILS
- S-1 FOUNDATION PLAN & SECTIONS
- S-2 ROOF FRAMING PLAN, SECTIONS & DETAILS
- E-1 PLANS & LEGEND
- E-2 ELEMENTARIES & DETAIL
- FP-1 PLAN
- FP-2 PLANS & SECTION

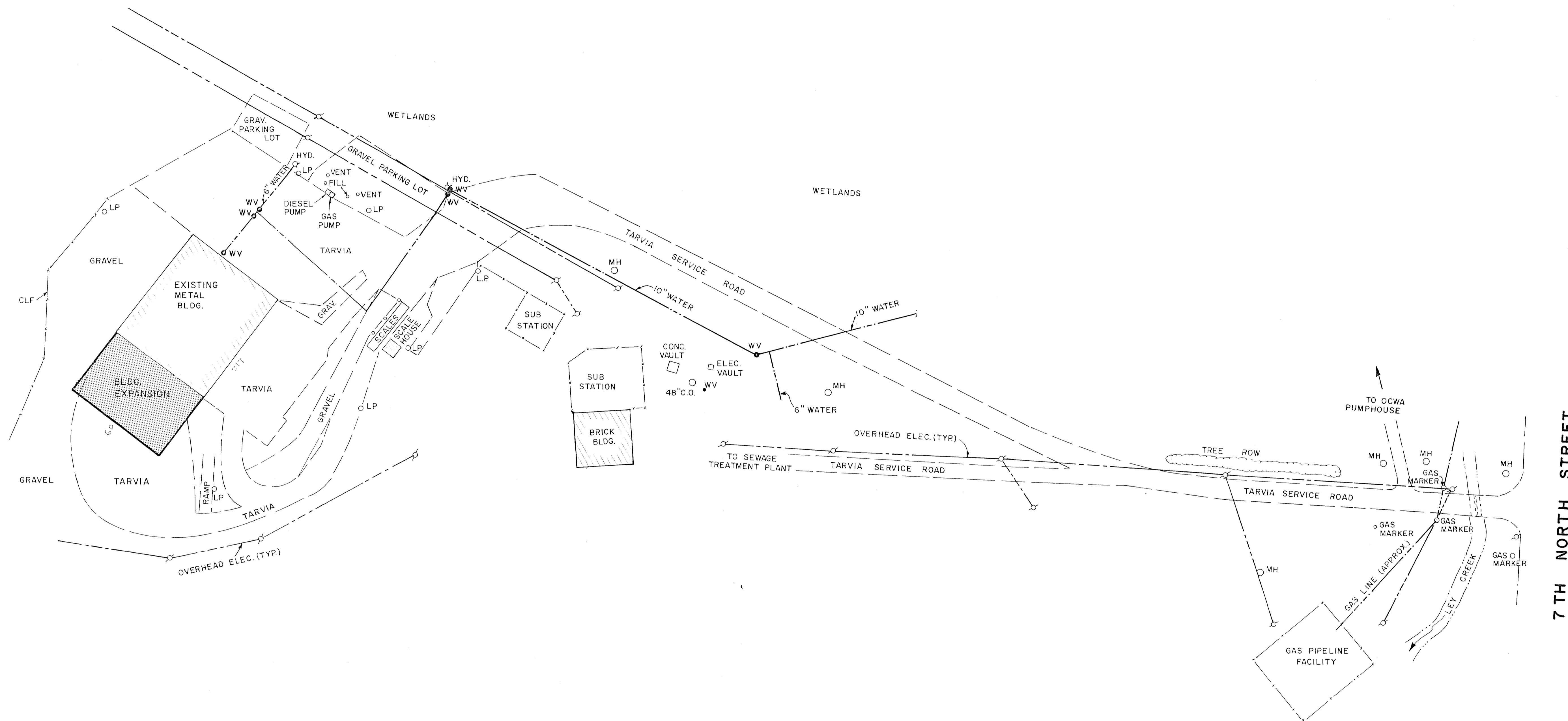
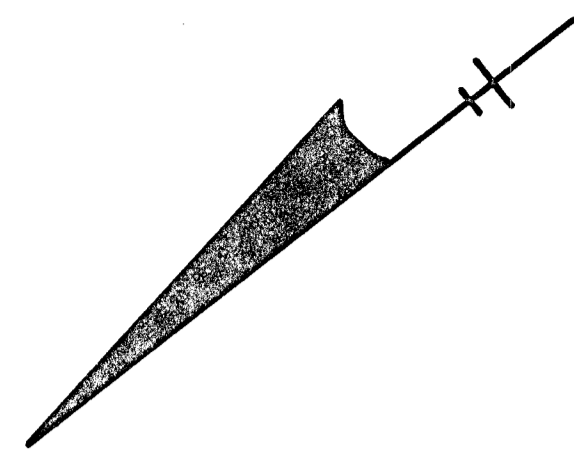


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REPRODUCED.

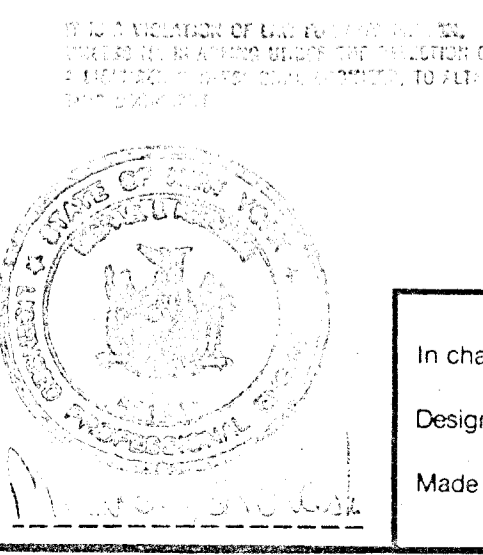


TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

Prepared by R.J.M. Date 12/11/91
Checked by D.F. Date 1/7/92
Reviewed by MSP Date 1/7/92

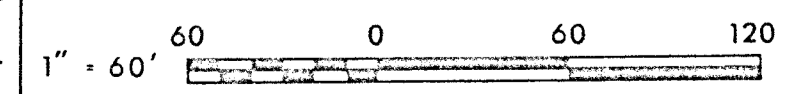



7 TH NORTH STREET



R.J.M. 12/11/91
 D.F. 11/7/92
 H.D.

| | | | | |
|-----------------------|-----|-------|------------------|-------|
| In charge of _____ | NO. | DATE | REVISION | INIT. |
| Designed by _____ | 0 | 12/11 | Revised Drawings | |
| Checked by <i>WRS</i> | | | | |
| Made by _____ | | | | |



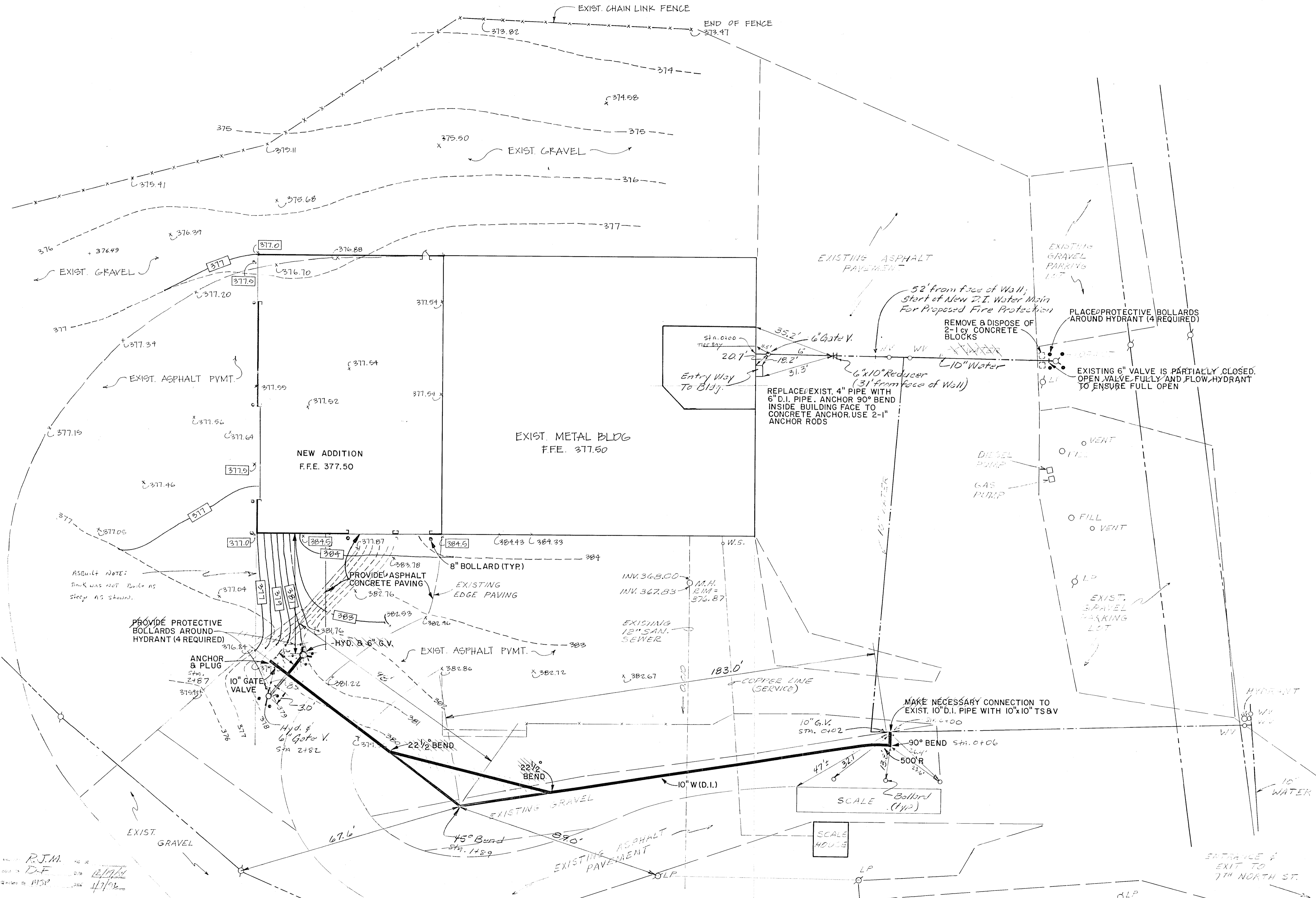

O'BRIEN & GERE
 ENGINEERS, INC.
 Syracuse, New York

ONON. COUNTY RESOURCE RECOVERY AGENCY
 LEY CREEK TRANSFER STATION
 MODIFICATIONS

GENERAL
GENERAL SITE PLAN

FILE NO.
 5129.001-02 RD
 DATE
 DEC., 1991

G-1



LEGEND

- 374 --- Existing Contour
- 377 --- Proposed Contour
- x 377.20 Existing Spot Elevation
- x 380.5 Spot Elevation
- Chain Link Fence
- Edge of Existing Paving
- LP Light Pole
- WV Water Valve
- Overhead Electric
- Water Line

ASBUILT NOTE:
Duck was not built as steep as shown.

PROVIDE PROTECTIVE BOLLARDS AROUND HYDRANT (4 REQUIRED)

ANCHOR & PLUG STA. 2+87

HYD. & 6" G.V.

EXIST. ASPHALT PYMT.

10" G.V. STA. 0+02

MAKE NECESSARY CONNECTION TO EXIST. 10" D.I. PIPE WITH 10"x10" TS&V

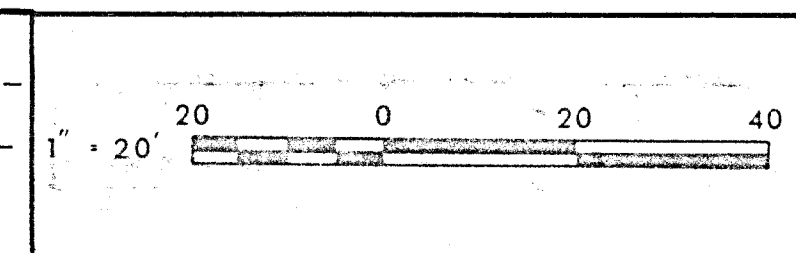
SCALE (1/2")

SCALE HOUSE

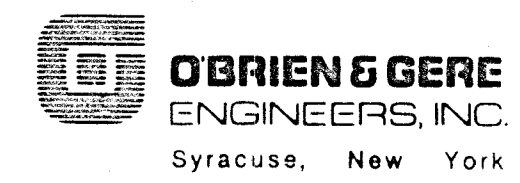
DESIGNER'S CERTIFICATION
I, the undersigned, being a duly licensed Professional Engineer in the State of New York, do hereby certify that I am the Designer of the above described project and that I am a duly licensed Professional Engineer in the State of New York.
R.J.M. 12/91
D.F. 1/7/92



In charge of R.J.M.
Designed by R.J.M. Checked by D.F.
Made by G.E.P.



| NO. | DATE | REVISION | INIT. |
|-----|-------|-----------------|-------|
| 0 | 12/91 | Record Drawings | |

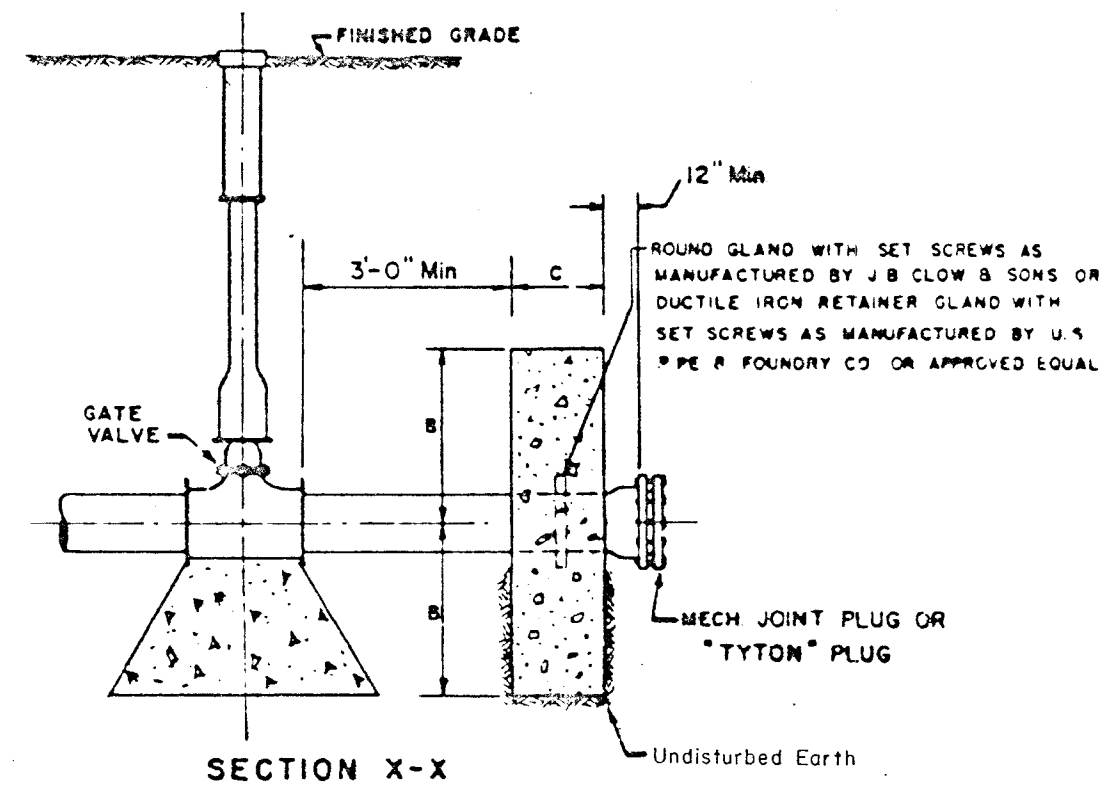


ONON. COUNTY RESOURCE RECOVERY AGENCY
LEY CREEK TRANSFER STATION
MODIFICATIONS

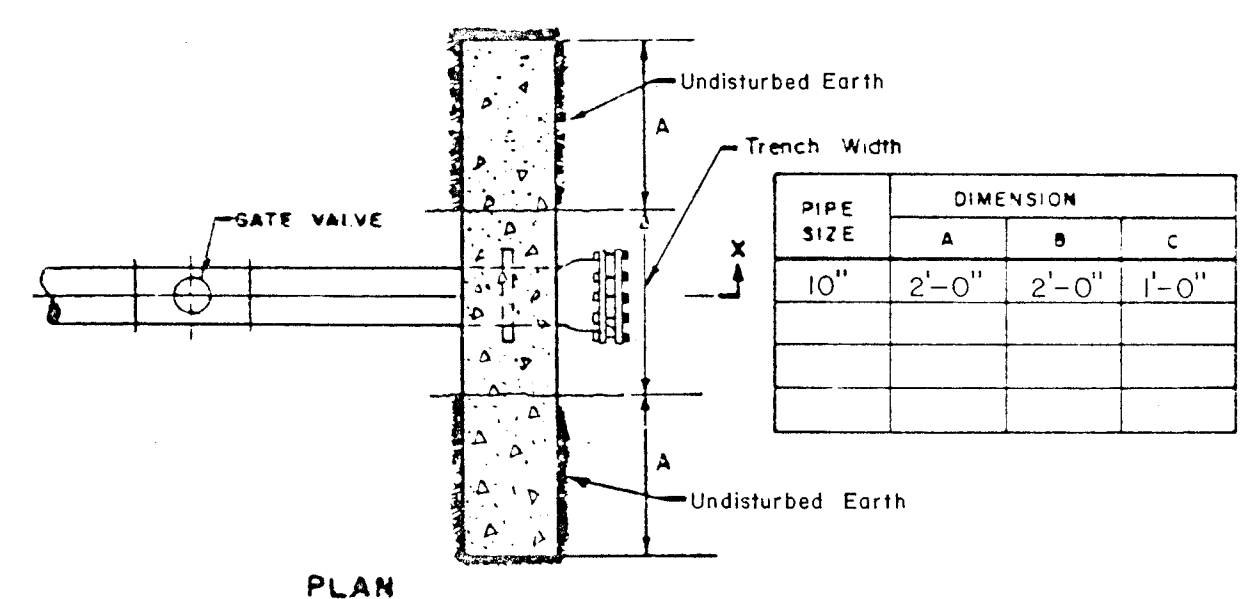
GENERAL
SITE PLAN

FILE NO.
5129.001-03RD
DATE
DEC., 1991

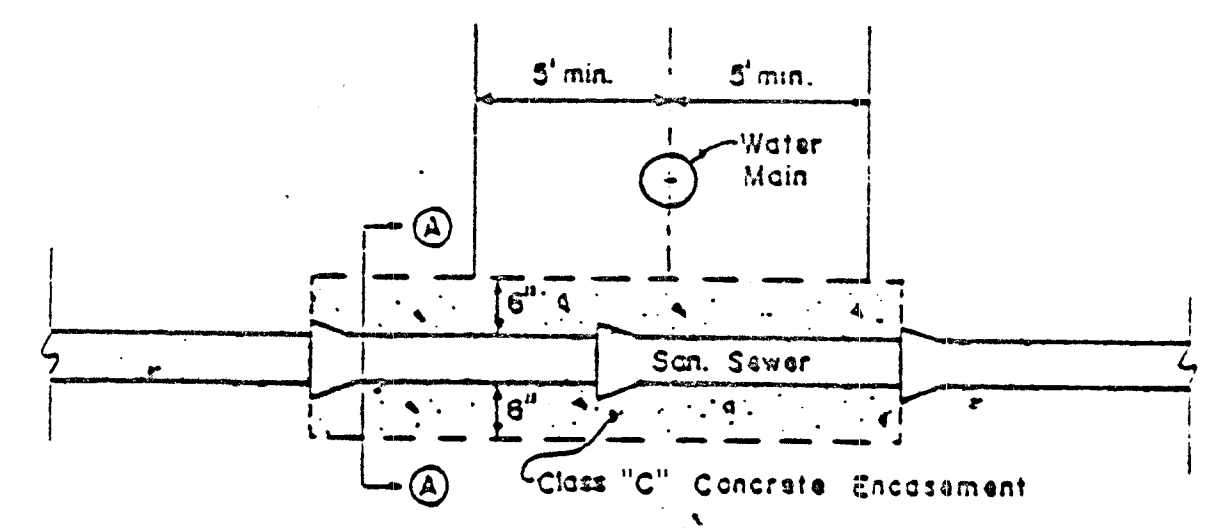
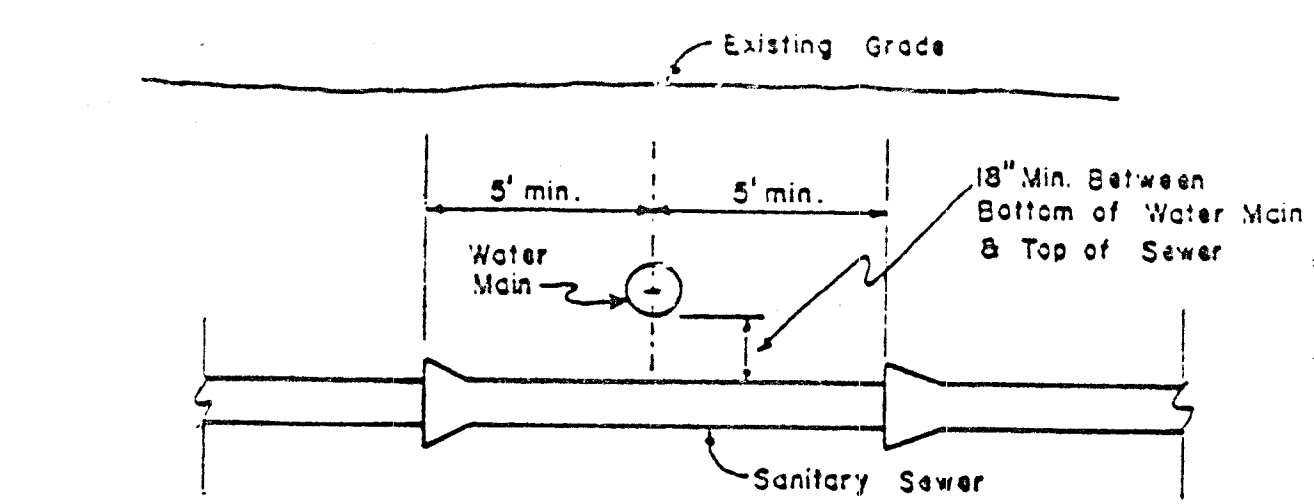
G-2



NOTE:
USE CLASS "C" CONCRETE FOR ALL THRUST BLOCKS & ANCHOR BLOCKS UNLESS OTHERWISE NOTED.

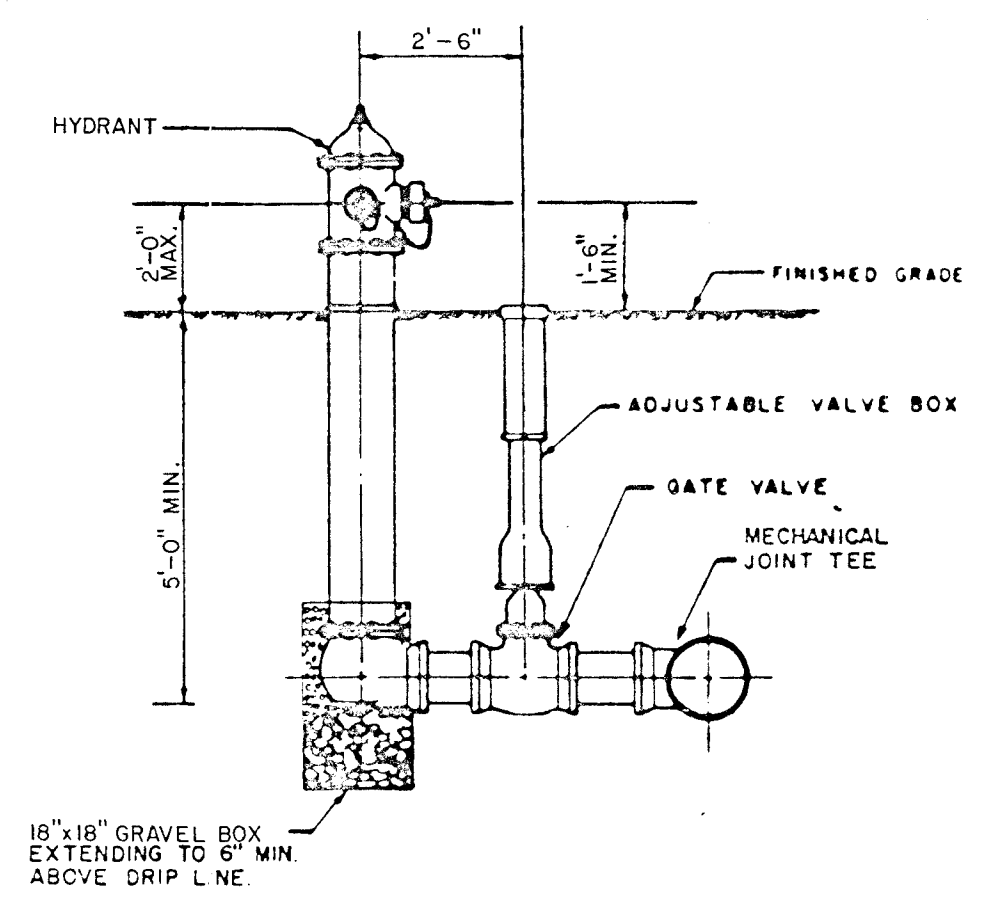


ANCHOR AND PLUG FOR DUCTILE IRON PIPE
NOT TO SCALE



NOTE:
If distance from water main to sewer joint is less than 5' min. then all sewer joints within 10' must be encased in concrete. (Concrete must be laid up to next bell or collar beyond the 5' min.)

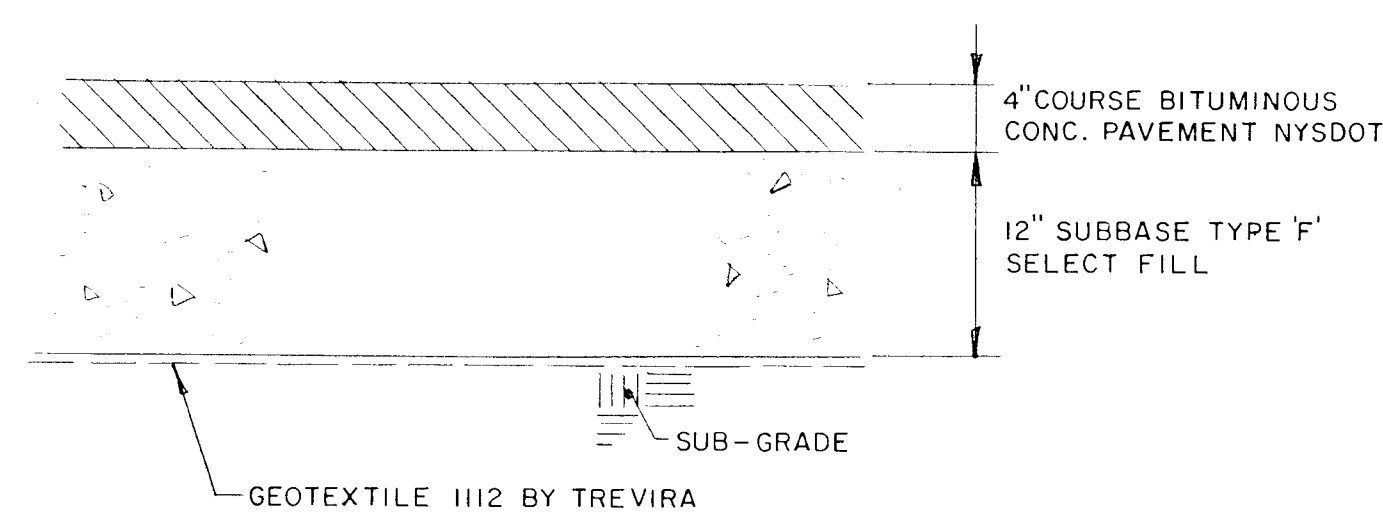
TYPICAL WATER MAIN CROSSING OF SANITARY AND STORM SEWERS
NOT TO SCALE



NOTES:
1. ABOVE SYSTEM SHALL UTILIZE ANCHORING COUPLINGS.

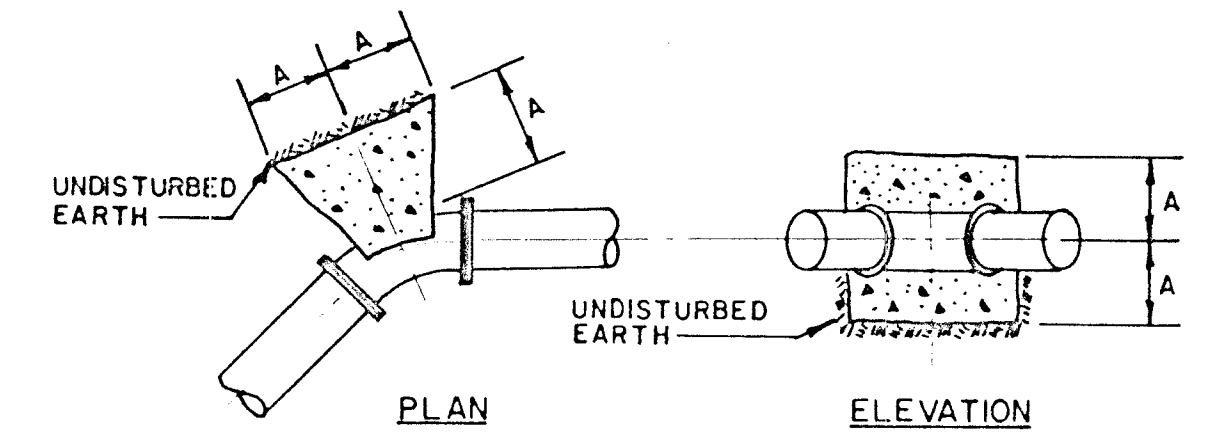
STANDARD FIRE HYDRANT DETAIL
NOT TO SCALE

| BEND | DIMENSION - A | | |
|---------|---------------|-------|--|
| | 10" | 2'-6" | |
| 90° | 2'-6" | | |
| 45° | 1'-10" | | |
| 22 1/2° | 1'-4" | | |
| 11 1/4° | 1'-0" | | |

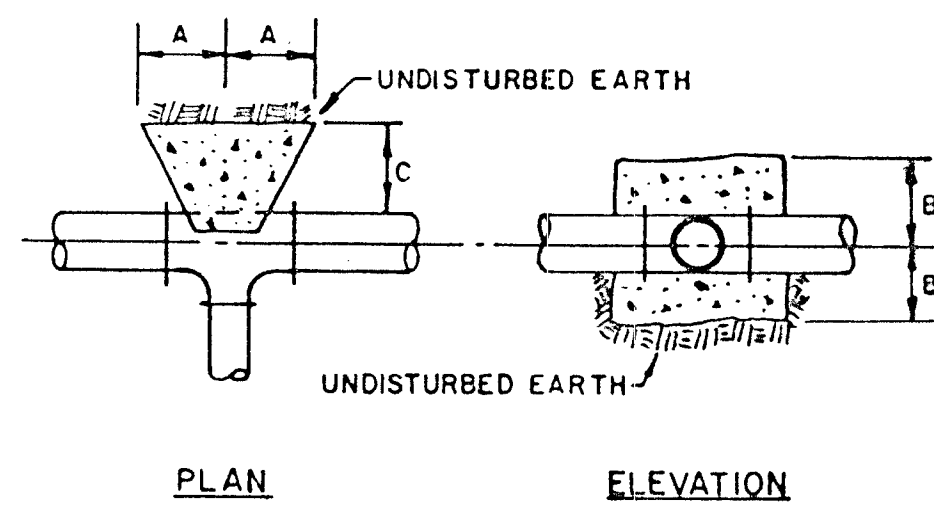


ASPHALT CONCRETE PAVING DETAIL

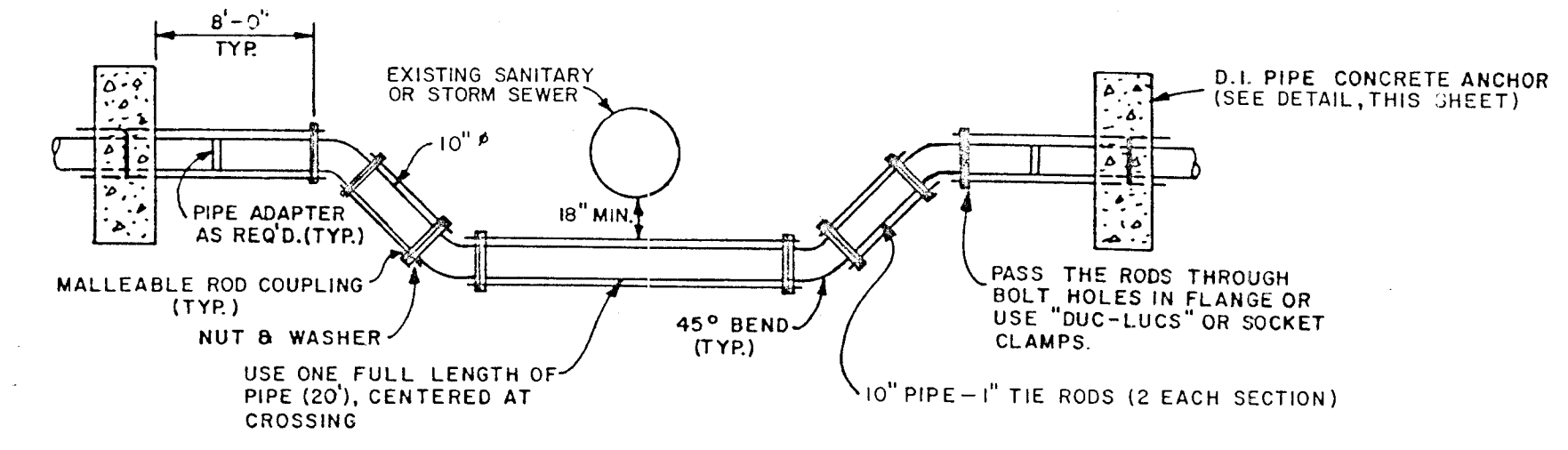
| BRANCH - PIPE SIZE | DIMENSION | | |
|--------------------|-----------|-------|-------|
| | A | B | C |
| 6" | 1'-3" | 1'-3" | 1'-3" |
| 10" | 2'-0" | 2'-0" | 2'-0" |



THRUST BLOCK FOR BENDS
NOT TO SCALE

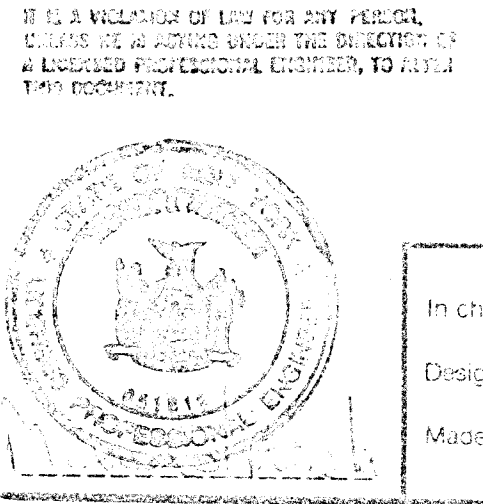


THRUST BLOCK FOR TEES
NOT TO SCALE



NOTES:
1. TIE RODS SHALL BE COATED WITH BITUMASTIC MATERIAL MINIMUM THICKNESS 1/8".
2. BOTH HORIZONTAL AND VERTICAL ALIGNMENT OF PIPE SHALL NOT EXCEED 5° WITHOUT CONCRETE THRUST BLOCKING.

VERTICAL BEND IN WATER MAIN
NOT TO SCALE



In charge of R.J.M.
Designed by D.E. Checked by W.S.
Made by G.E.D.
O'BRIEN & GERE ENGINEERS, INC.
12/91
1/7/92

NOT TO SCALE

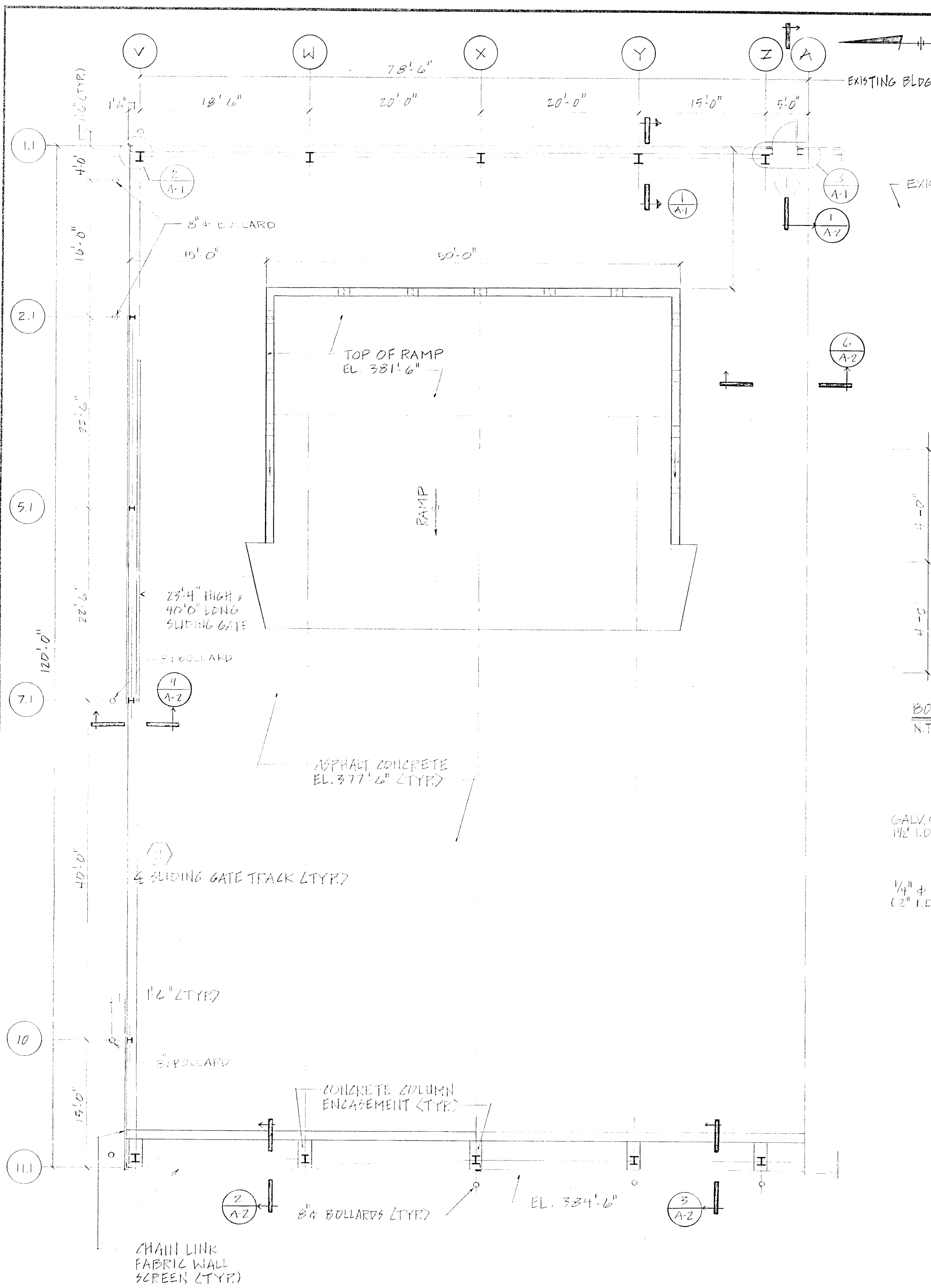
| NO. | DATE | REVISION | INIT. |
|-----|-------|-----------------|-------|
| 0 | 12/91 | Record Drawings | |

O'BRIEN & GERE ENGINEERS, INC.
Syracuse, New York

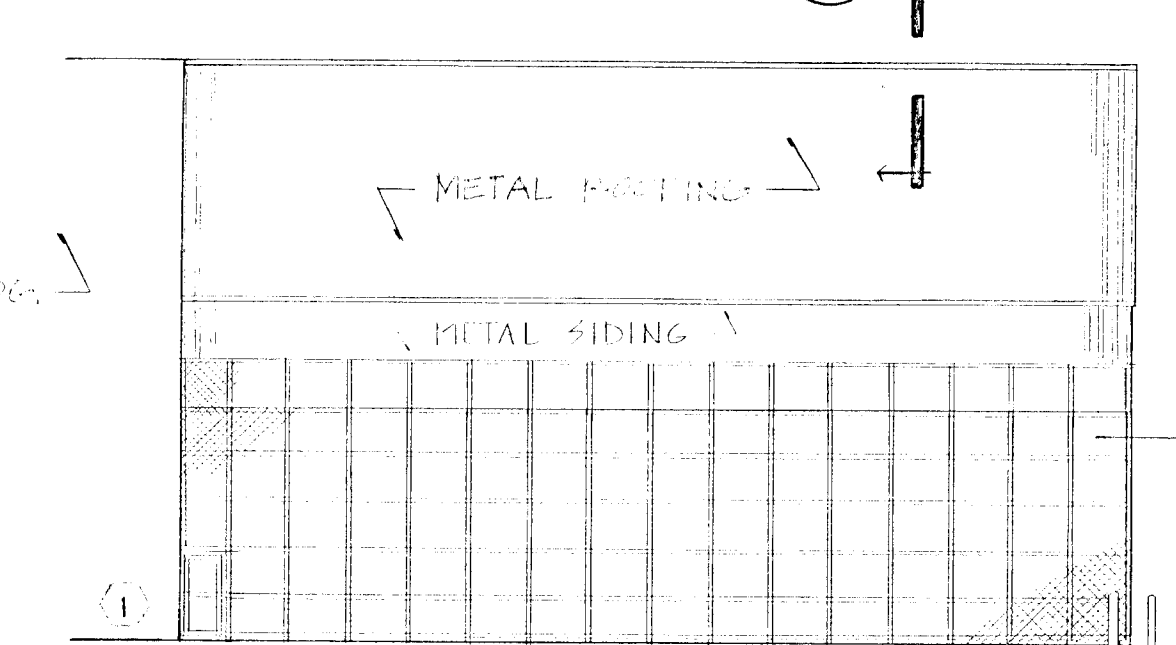
ONON. COUNTY RESOURCE RECOVERY AGENCY
LEY CREEK TRANSFER STATION
MODIFICATIONS

GENERAL
DETAILS

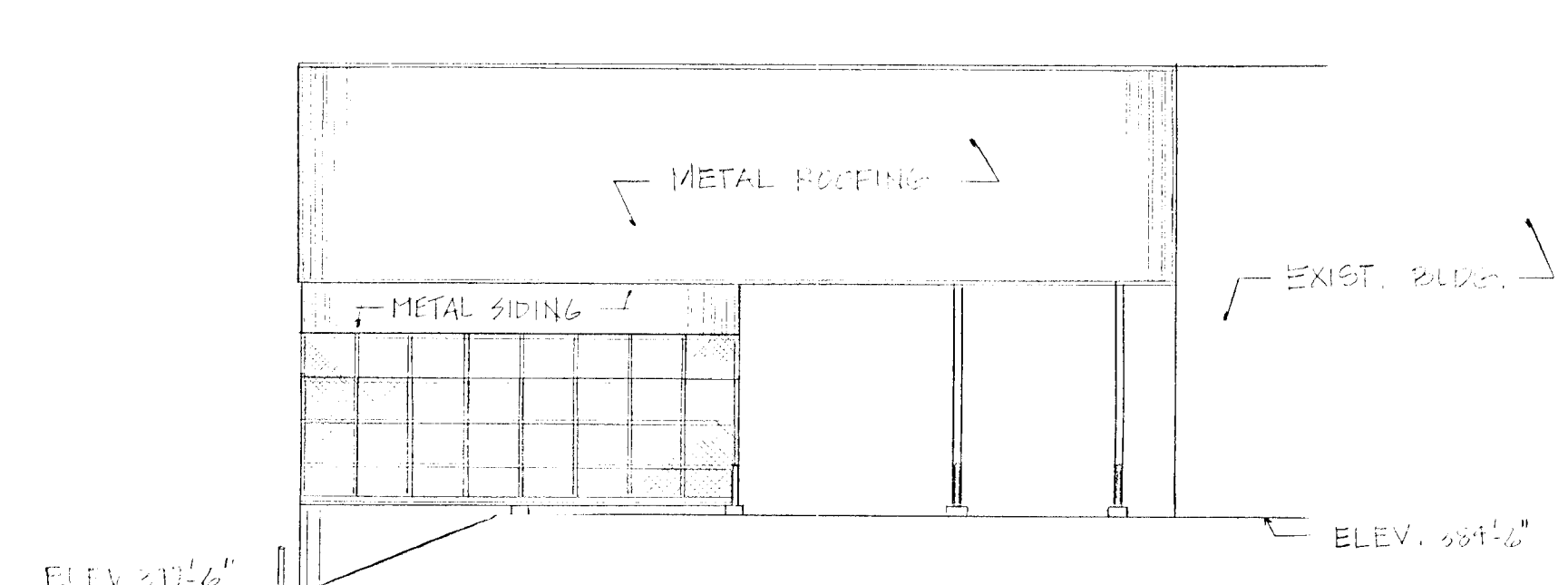
FILE NO.
5129.001-04 RD
DATE
DEC., 1991



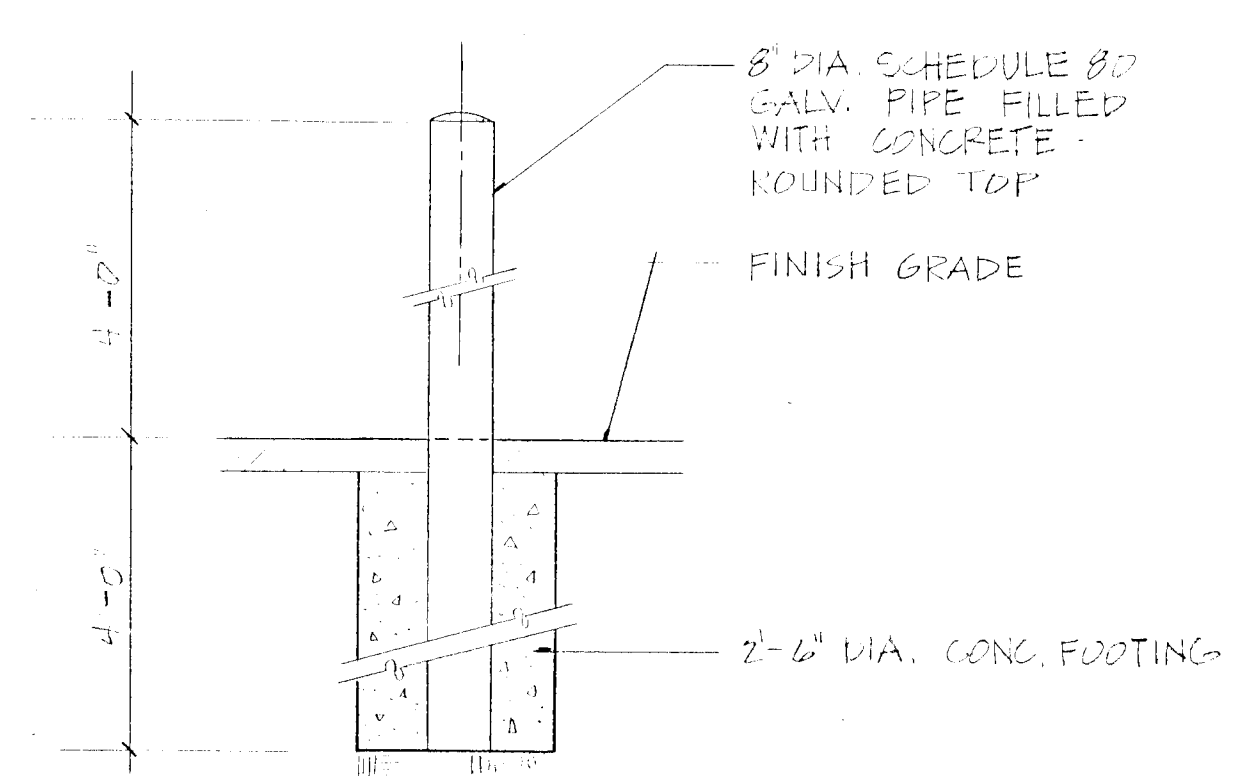
FLOOR PLAN
SCALE: 1/8" = 1'-0"



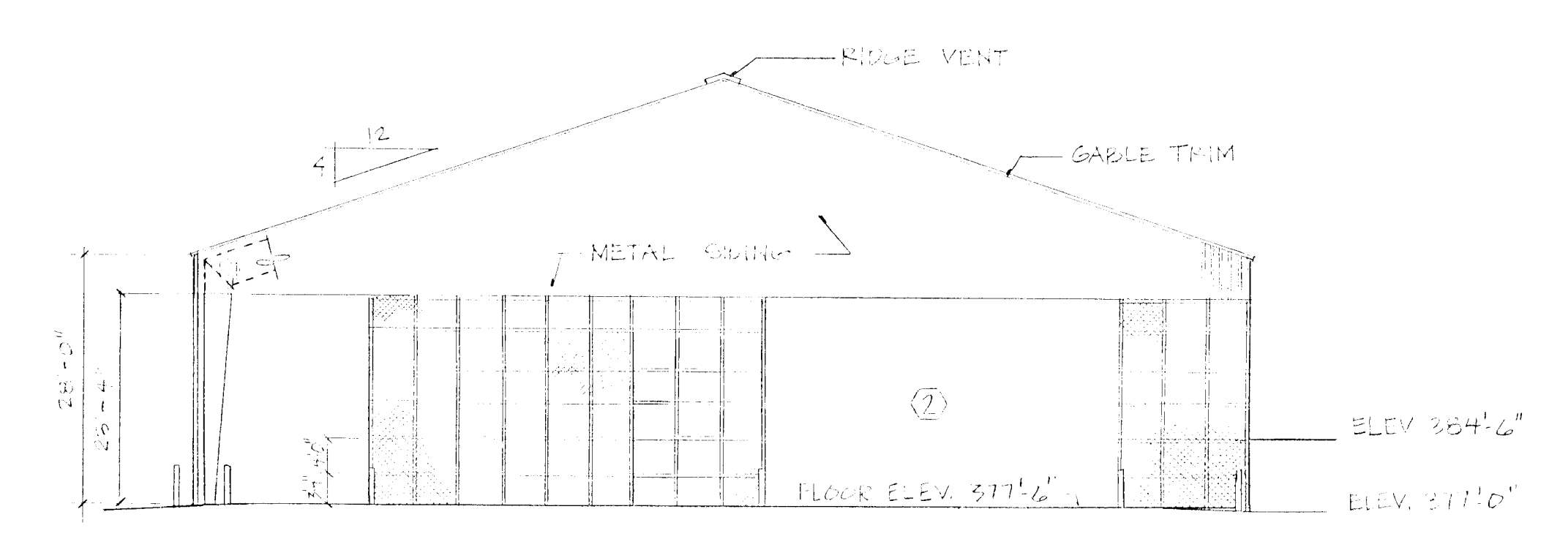
EAST ELEVATION
SCALE 1/16" = 1'-0"



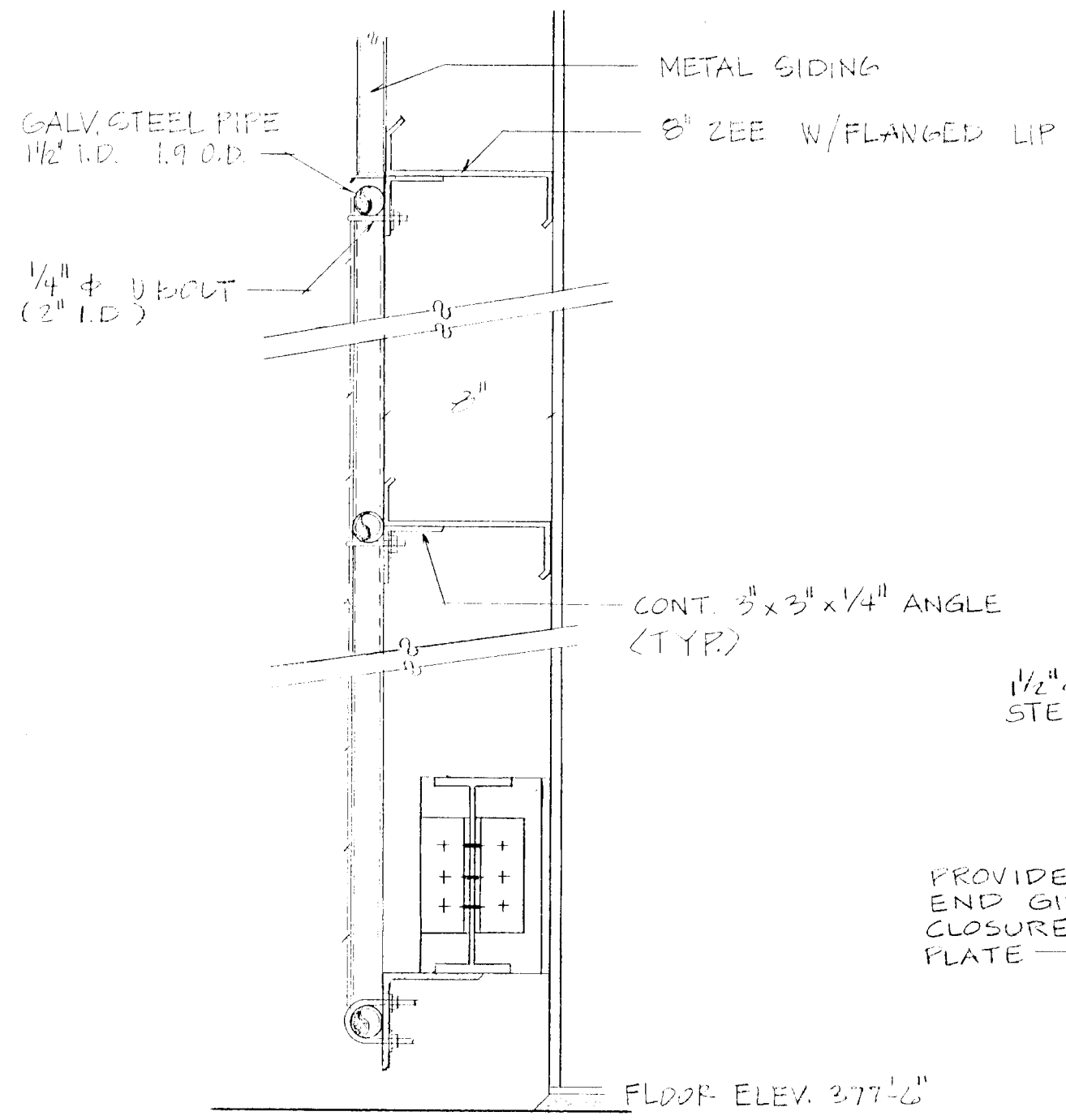
WEST ELEVATION
SCALE 1/16" = 1'-0"



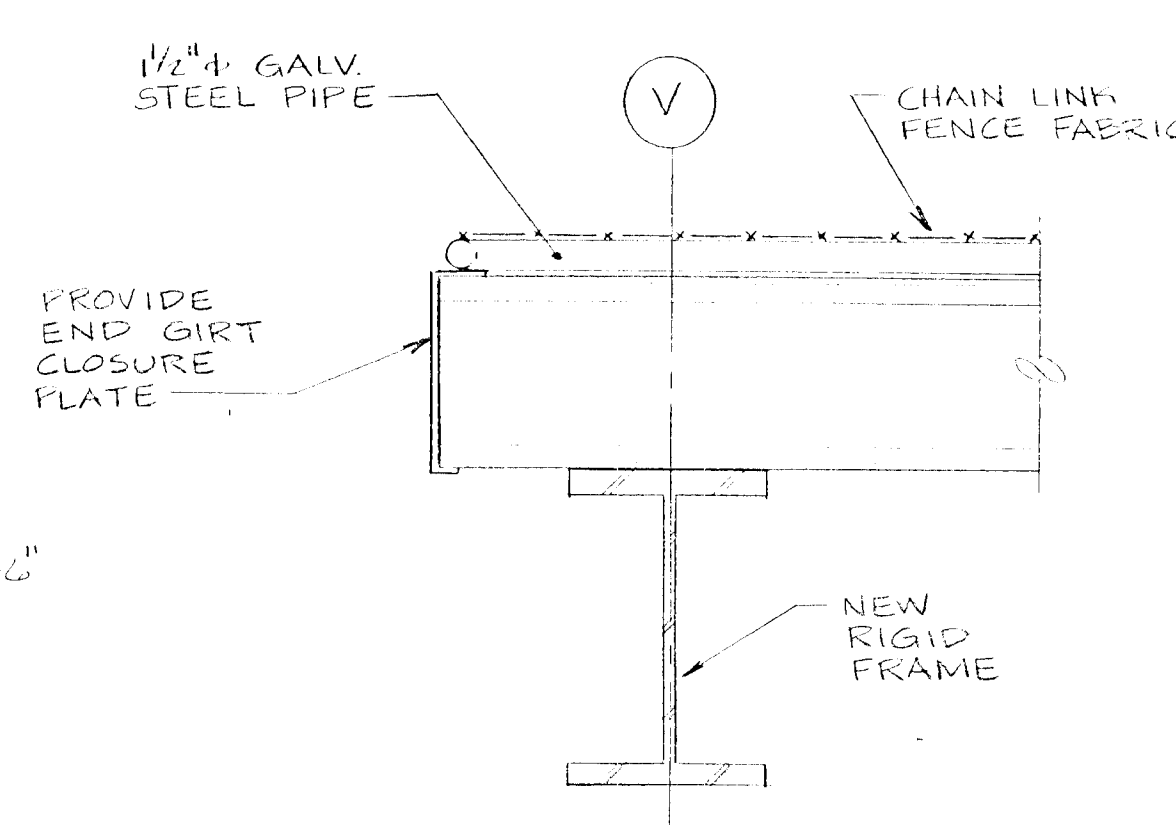
BOLLARD DETAIL
N.T.S.



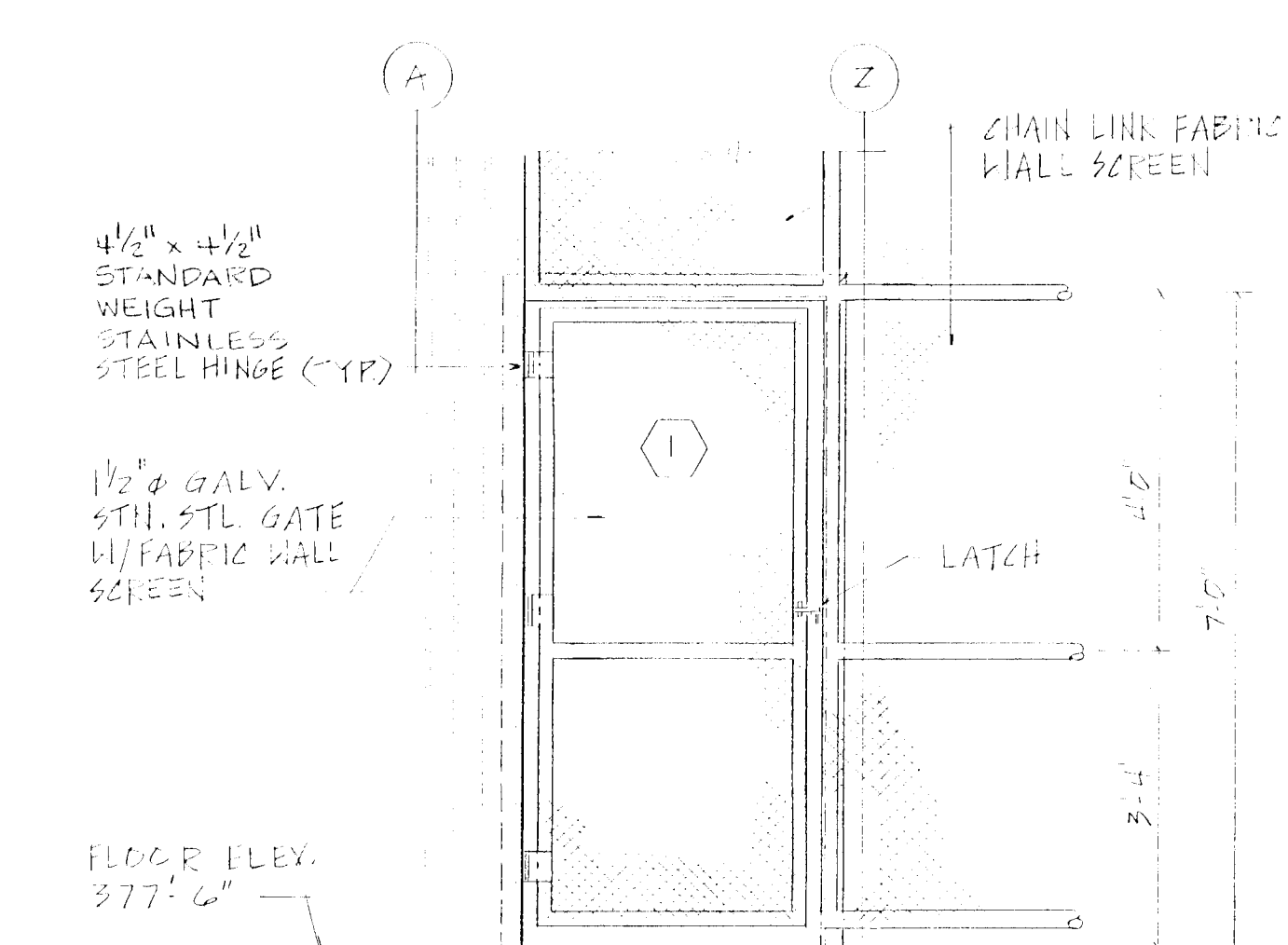
NORTH ELEVATION
SCALE 1/16" = 1'-0"



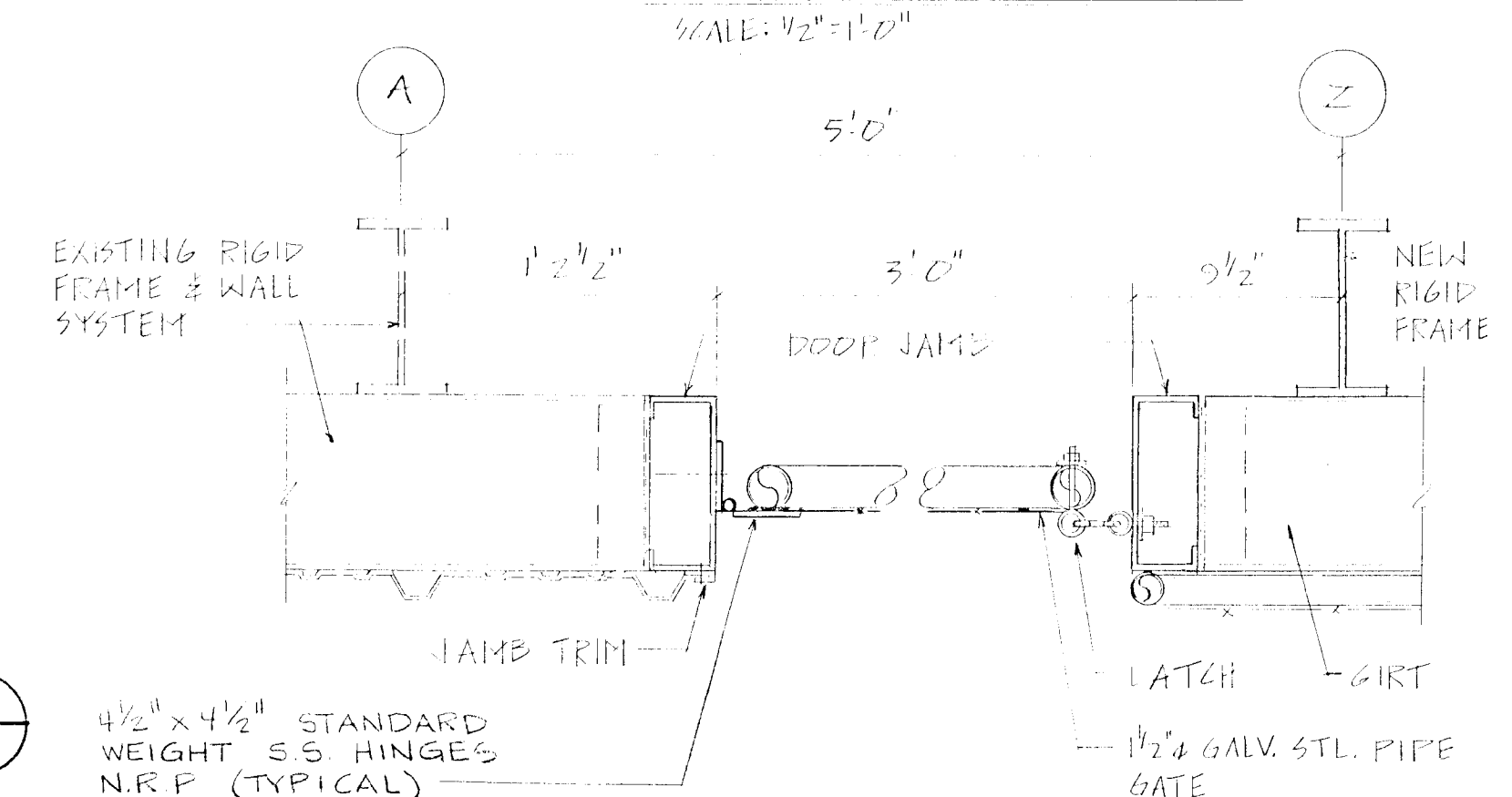
SECTION
SCALE 1/2" = 1'-0"



CORNER PLAN DETAIL
SCALE: 1 1/2" = 1'-0"



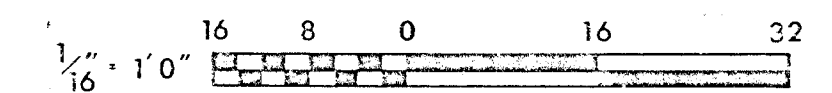
SWING GATE ELEVATION
SCALE: 1/2" = 1'-0"



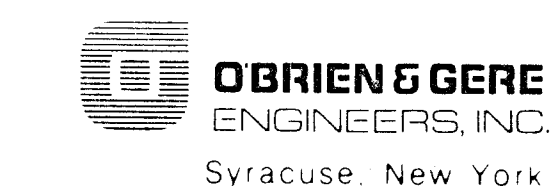
GATE PLAN
SCALE: 1/2" = 1'-0"

NOTICE: To the best of our knowledge, information and belief, there are no drainage structures or equipment on the project at this location.

DESIGNED BY R.J.A.
CHECKED BY D.F.
DATE 12/11/92



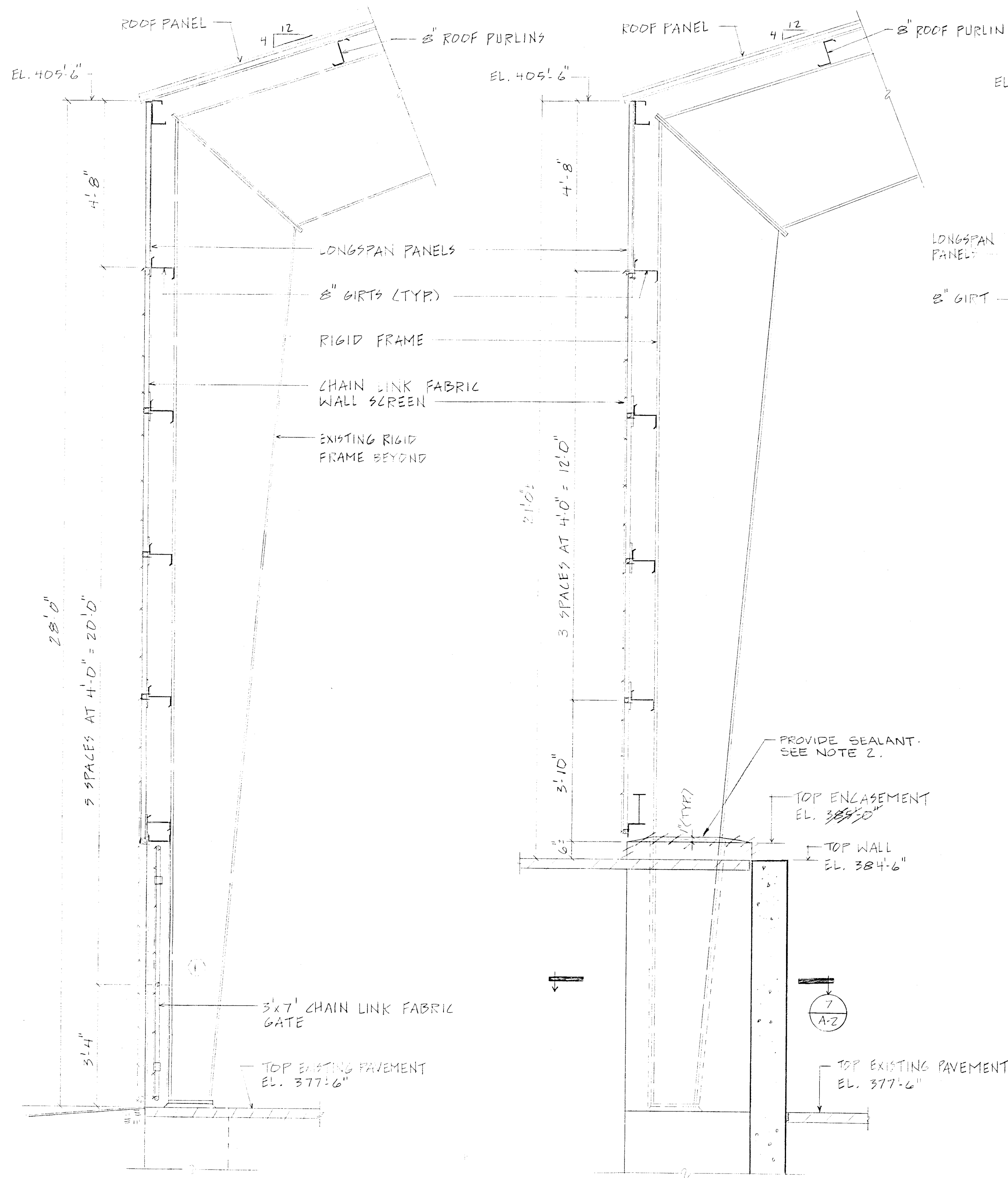
| NO. | DATE | REVISION | INIT. |
|-----|-------|-----------------|-------|
| 0 | 12/11 | Record Drawings | RJA |



ONON. COUNTY RESOURCE RECOVERY AGENCY
LEY CREEK TRANSFER STATION
MODIFICATIONS

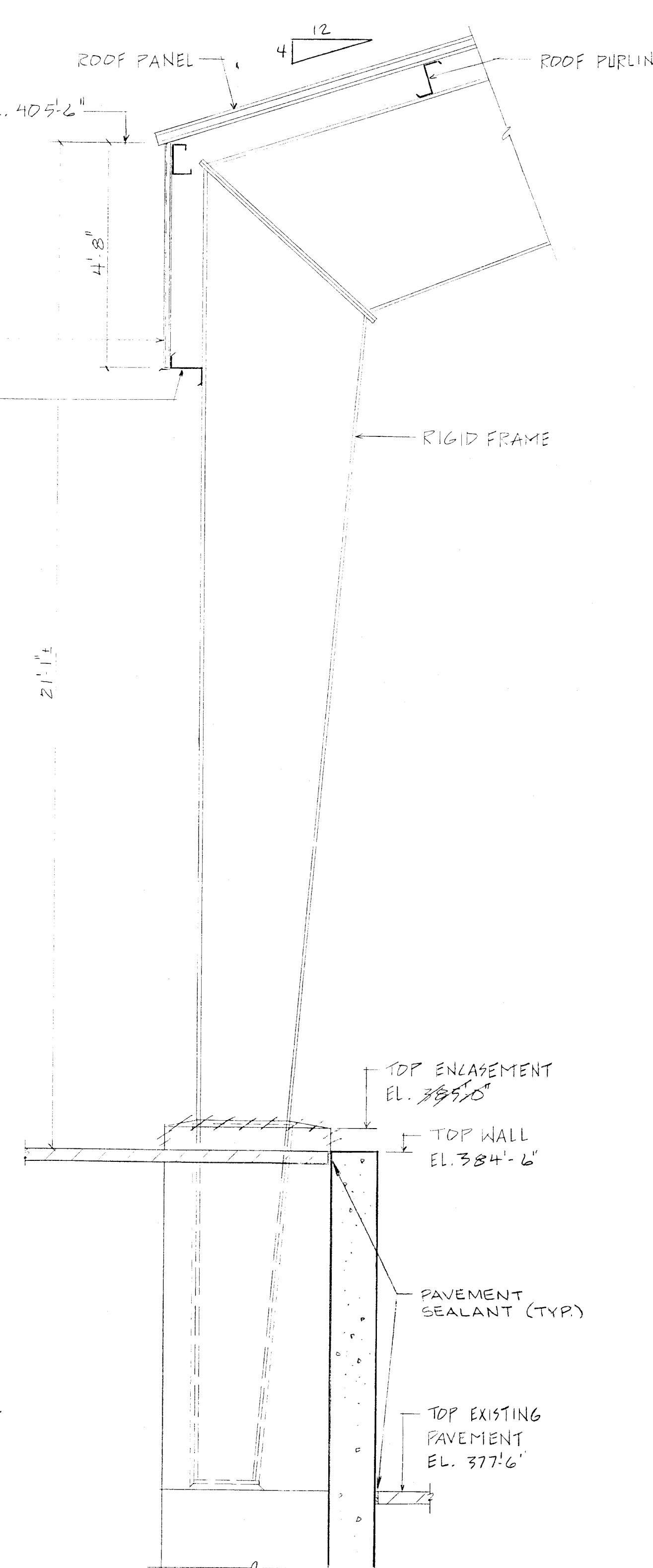
ARCHITECTURAL
**PLAN, ELEVATIONS,
SECTIONS & DETAILS**

FILE NO.
5129.001-05 RD
DATE
DEC, 1991
A-1

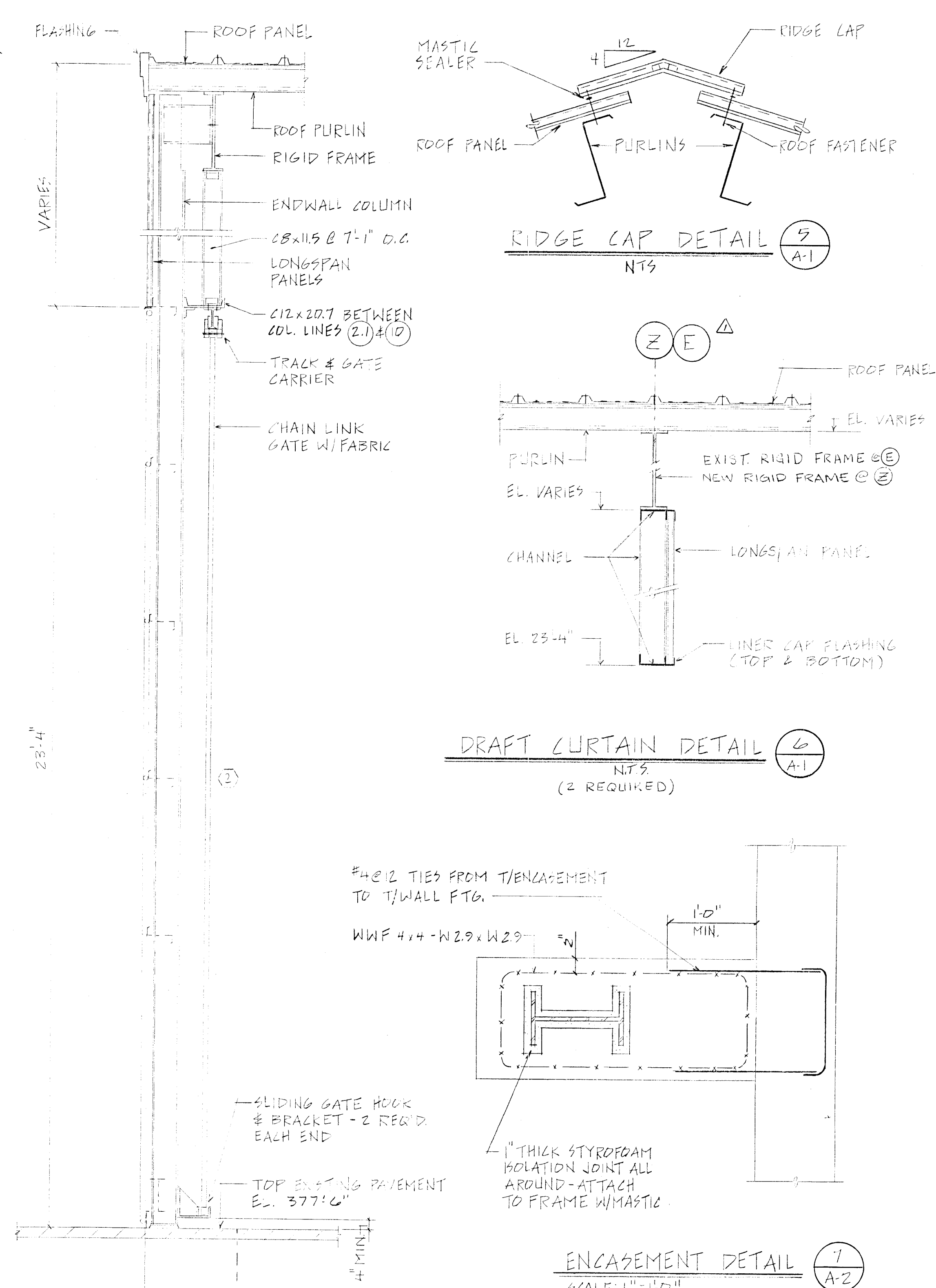


SECTION 1
SCALE: 1/2" = 1'-0"

SECTION 2
SCALE: 1/2" = 1'-0"



SECTION 3
SCALE: 1/2" = 1'-0"



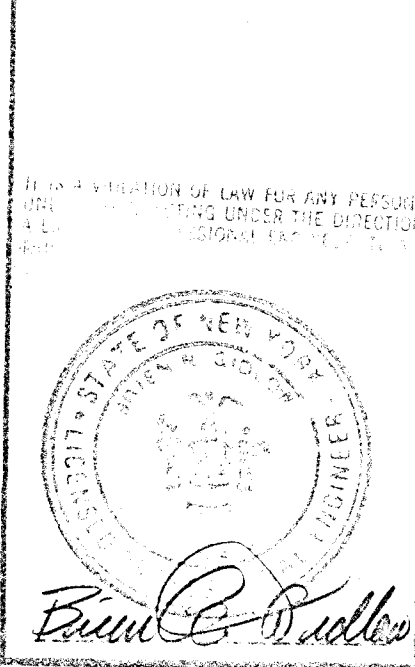
SECTION 4
SCALE: 1/2" = 1'-0"

ENCASUREMENT DETAIL
SCALE: 1" = 1'-0"

- NOTES:
- ENCASUREMENT WIDTH SAME AS PIER.
 - RECESS TOP OF STYROFOAM 1/2" BELOW TOP OF ENCASUREMENT & PROVIDE SELF LEVELING SEALANT ALL AROUND

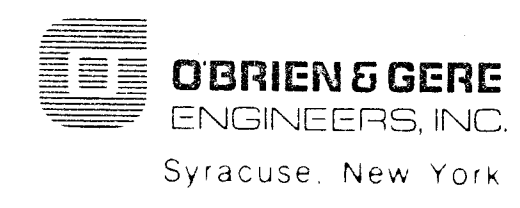
GENERAL NOTES:

- CONTRACTOR (CONTRACT NO. 1) RESPONSIBLE FOR REMOVING EXIST METAL SIDING ON INTERIOR WALL FROM CEILING OF 2ND FLOOR OFFICE AREA TO UNDERSIDE OF EXIST. PRE-ENGINEERED STEEL BUILDING ROOF. THIS WORK IS THE RESPONSIBILITY OF CONTRACT NO. 1. SEE SHEETS G-2, E-1 & FP-1 FOR LOCATION OF THIS WORK COORDINATE REMOVAL WITH FIRE PROTECTION SYSTEM INSTALLER.



DESIGNER: R.J.M.
 CHECKED BY: M.P.V.
 DATE: 12/11/91
 SCALE: 1/2" = 1'-0"

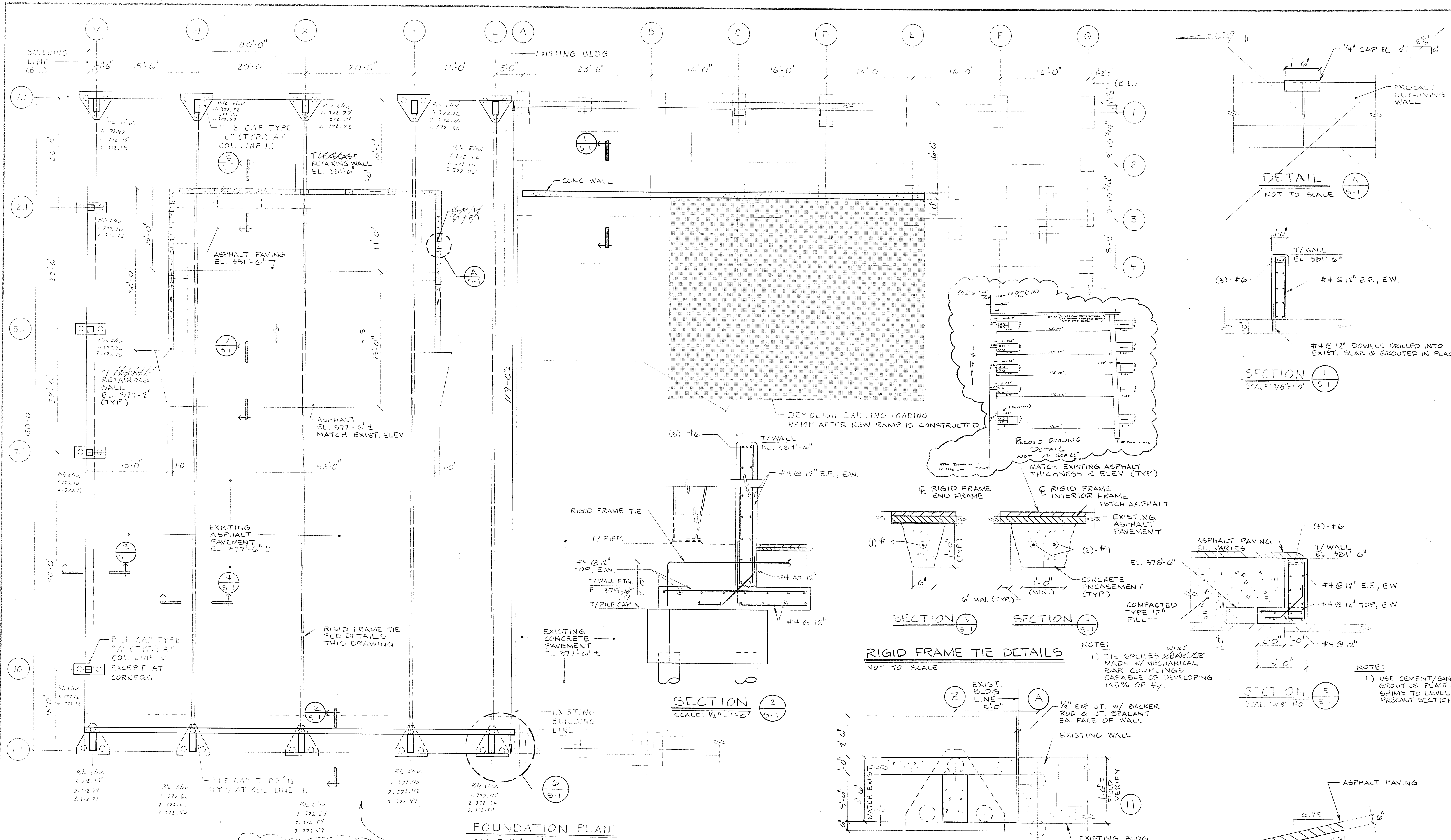
| NO. | DATE | REVISION | INIT. |
|-----|----------|-----------------|-------|
| 0 | 12/11/91 | Record Drawings | 3/ab |



ONON. COUNTY RESOURCE RECOVERY AGENCY
 LEY CREEK TRANSFER STATION
 MODIFICATIONS

ARCHITECTURAL
 SECTIONS & DETAILS

FILE NO.
 5129.001-06RD
 DATE
 DEC, 1991

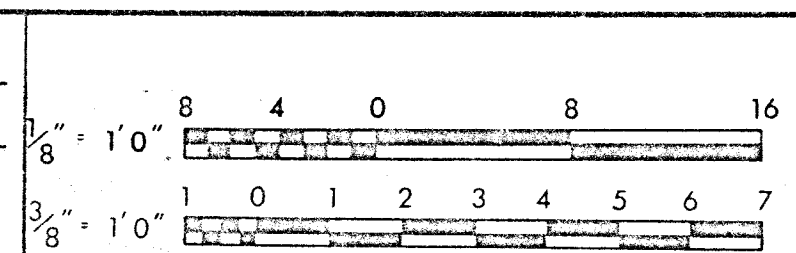


FOUNDATION PLAN
SCALE: 1/8" = 1'-0"

- NOTES:**
- TOP OF PILE CAPS EL. 374'-6" UNLESS OTHERWISE NOTED.
 - TOP OF PIERS EL. 377'-6" UNLESS OTHERWISE NOTED.

SEE RECORD DRAWING DETAIL (THIS SHEET)

DESIGNED BY: *RFB*
CHECKED BY: *RLB*
DATE: 12/91



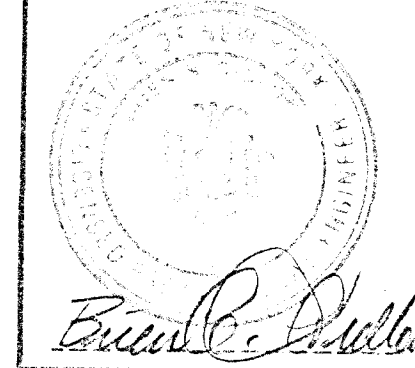
| NO. | DATE | REVISION | INIT. |
|-----|-------|-----------------|-------|
| 1 | 12/91 | Record Drawings | RFB |

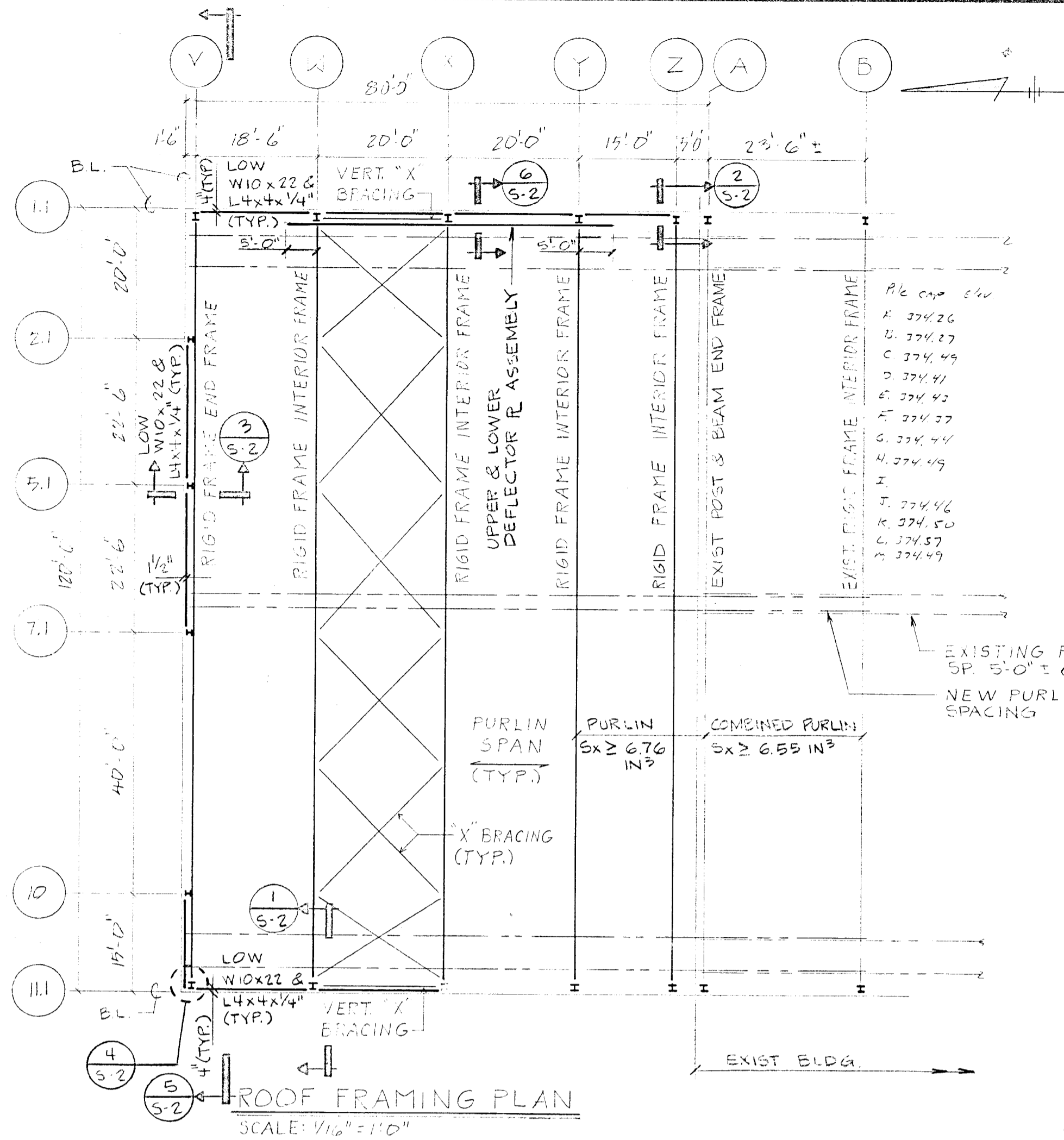
O'BRIEN & GERE
ENGINEERS, INC.
Syracuse, New York

ONON. COUNTY RESOURCE RECOVERY AGENCY
LEY CREEK TRANSFER STATION
MODIFICATIONS

STRUCTURAL
FOUNDATION PLAN & SECTIONS

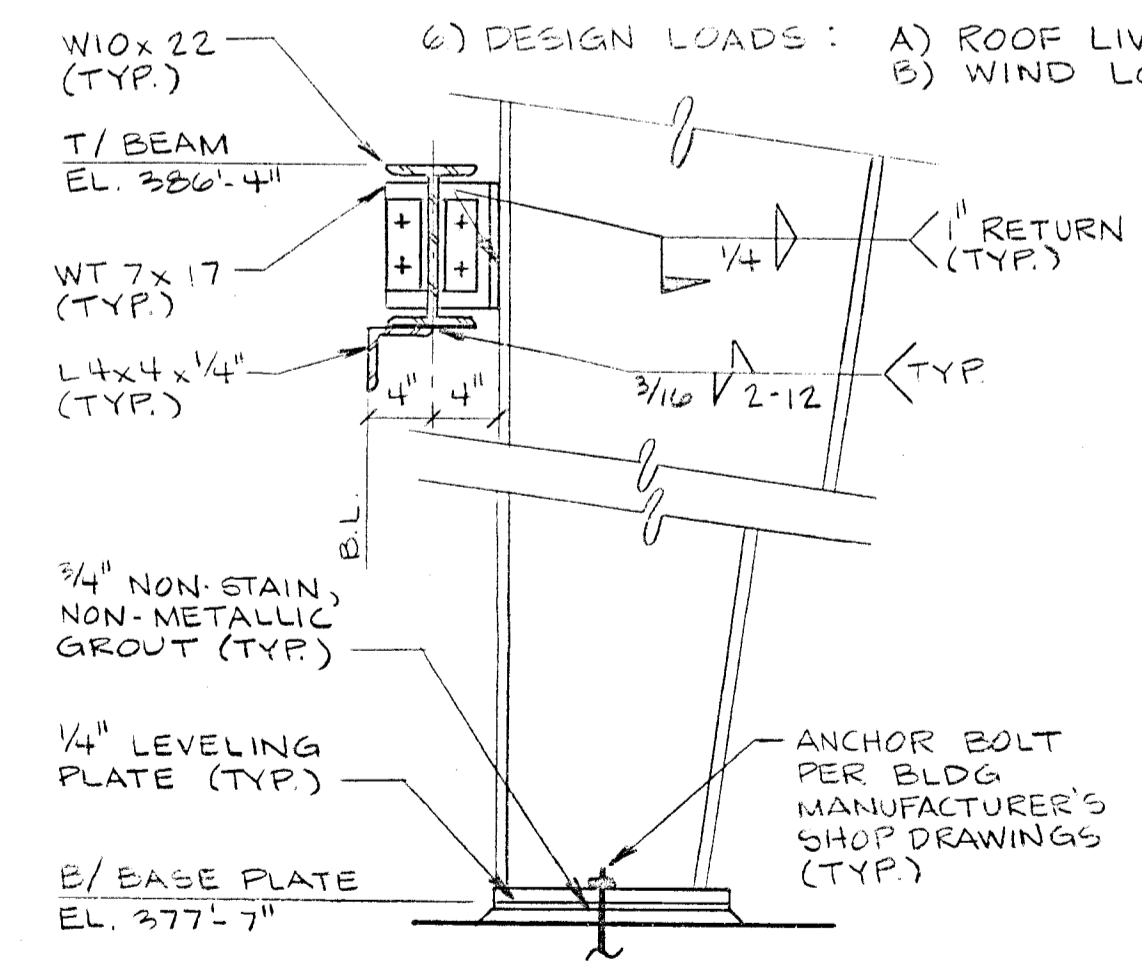
FILE NO:
5129.001-07RD
DATE:
DEC, 1991
S-1



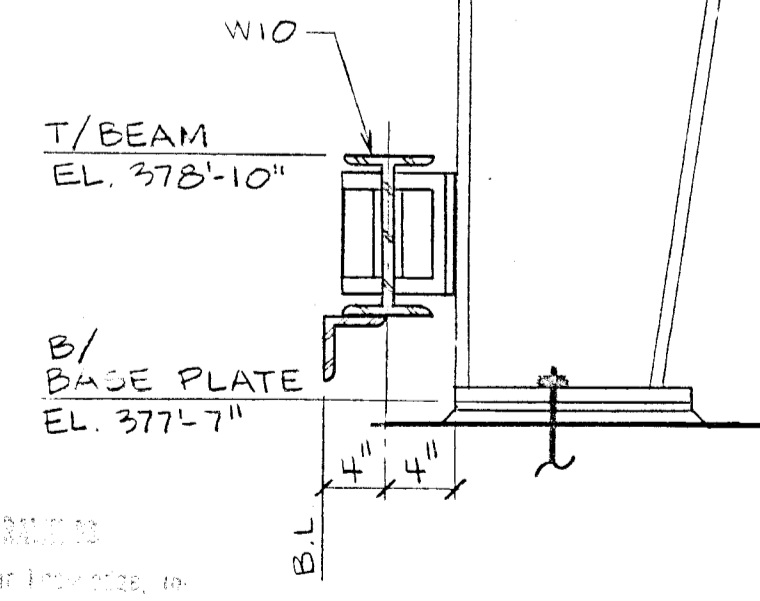


NOTES:

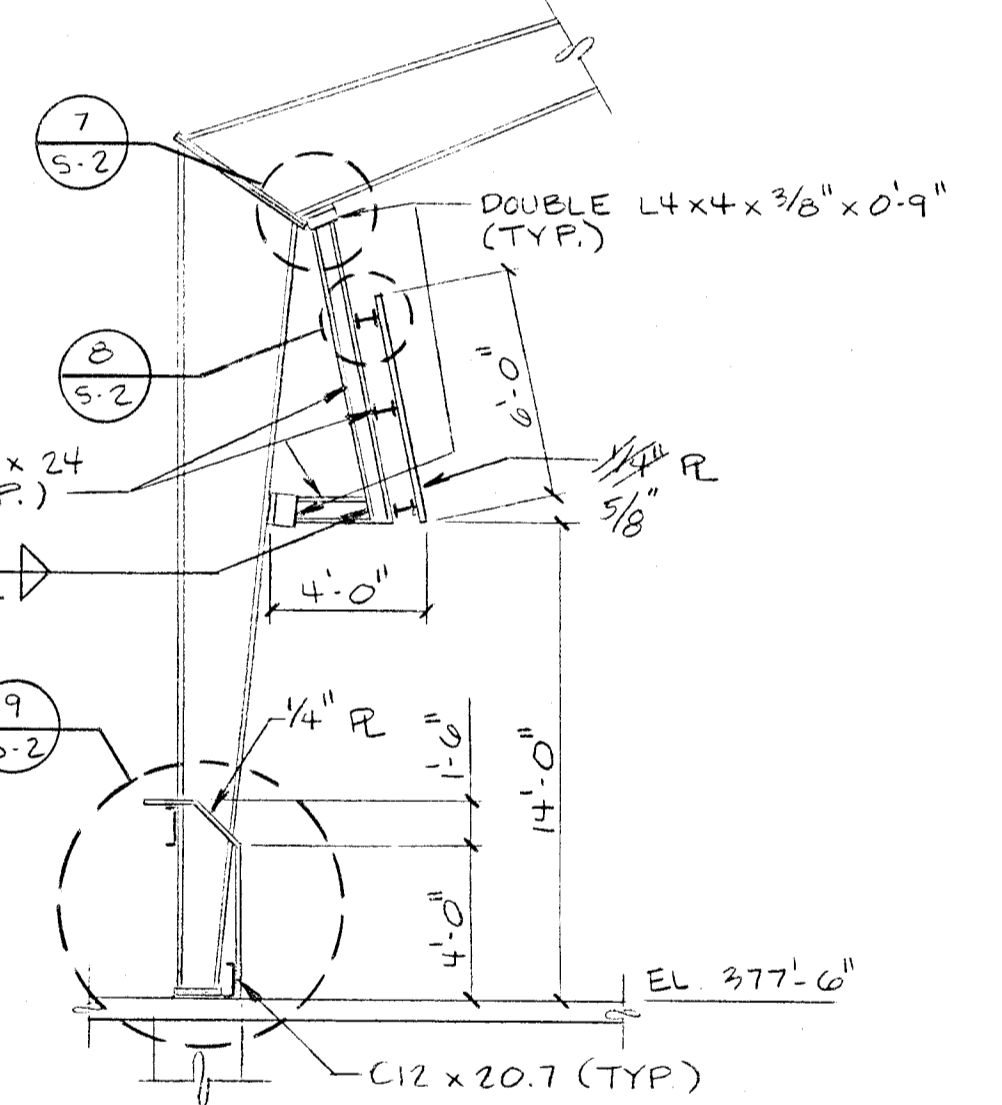
- EXISTING POST & BEAM END FRAME & SIDING SHALL BE REMOVED IN ITS ENTIRETY AND PROPERLY DISPOSED OF AFTER NEW BUILDING IS CONSTRUCTED & PERMANENT BRACING IS IN PLACE.
- EXISTING CONDITIONS & DIMENSIONS SHALL BE VERIFIED PRIOR TO SHOP DRAWING SUBMITTALS & FABRICATION.
- BOTTOM OF BASE PLATES EL. 377.7" UNLESS OTHERWISE NOTED.
- TOP OF W10x22 ELEV 386.4" ALONG WEST WALL; 378.10" ALONG NORTH & EAST WALLS.
- NOMINAL HEIGHT OF PRE-ENGINEERED BUILDING AT EAVE IS 23'-0".
- DESIGN LOADS: A) ROOF LINE LOAD - 40 PSF SNOW B) WIND LOAD - 20 PSF



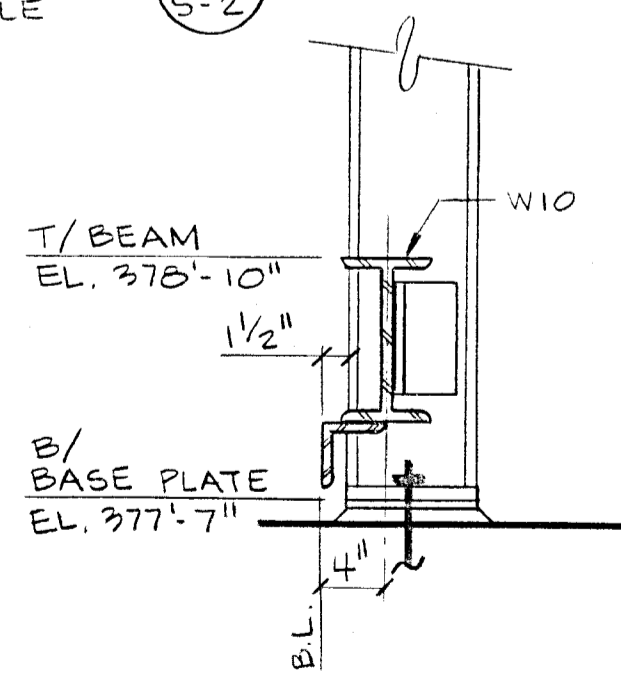
SECTION 1
SCALE: 1" = 1'-0"



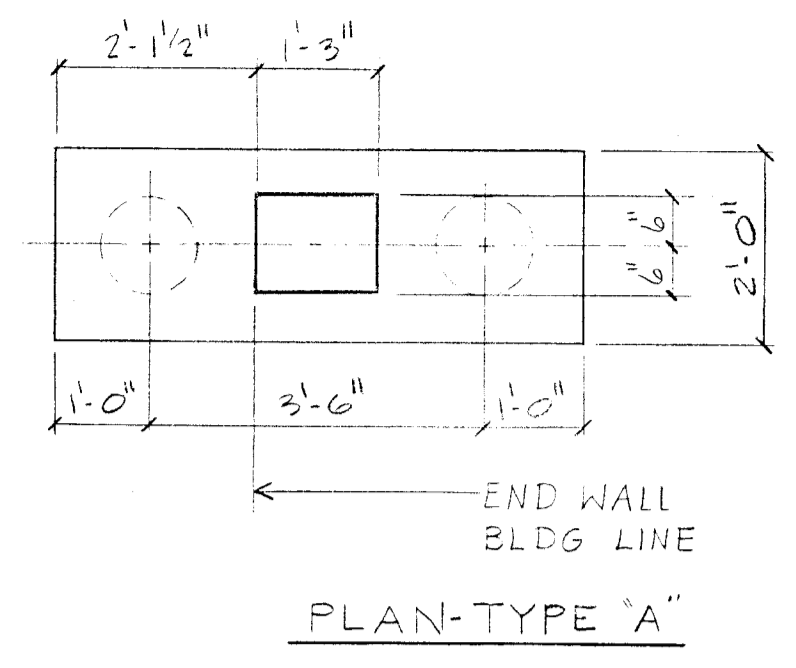
SECTION 2
SCALE: 1" = 1'-0"



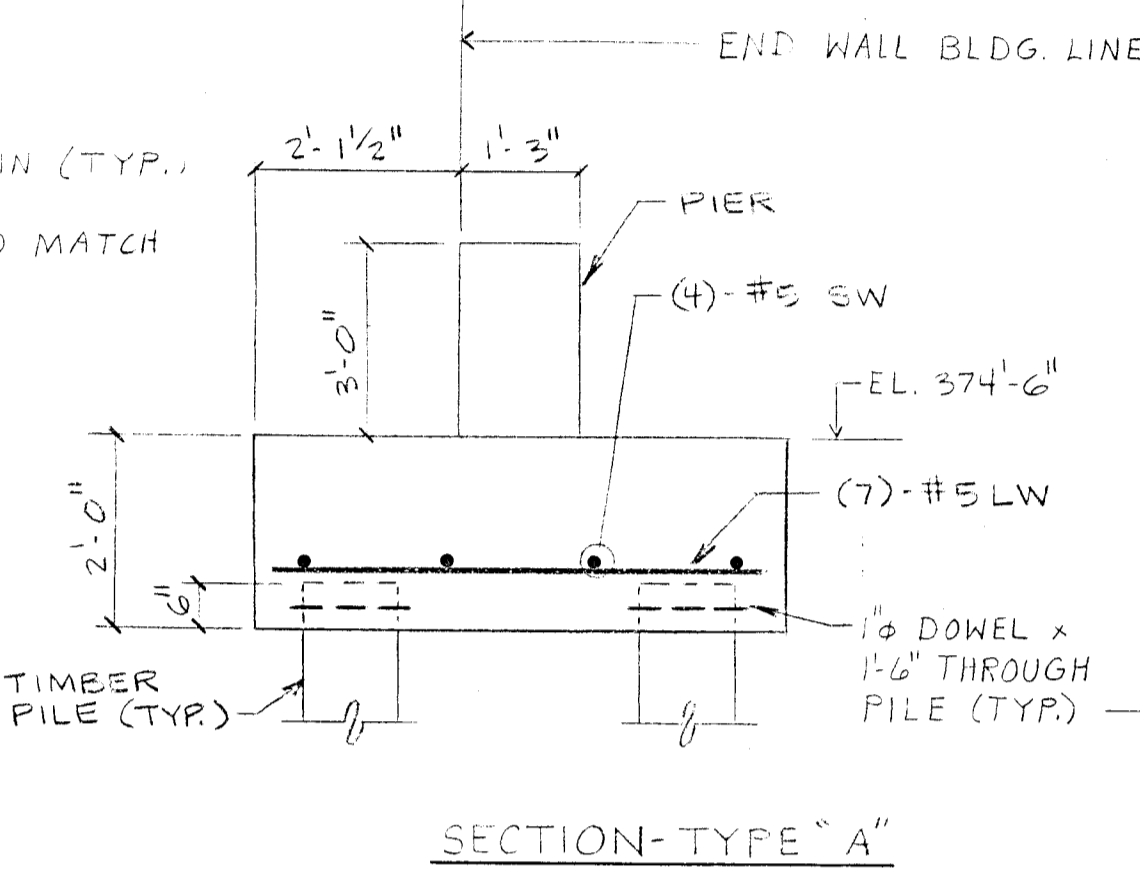
SECTION 6
NOT TO SCALE



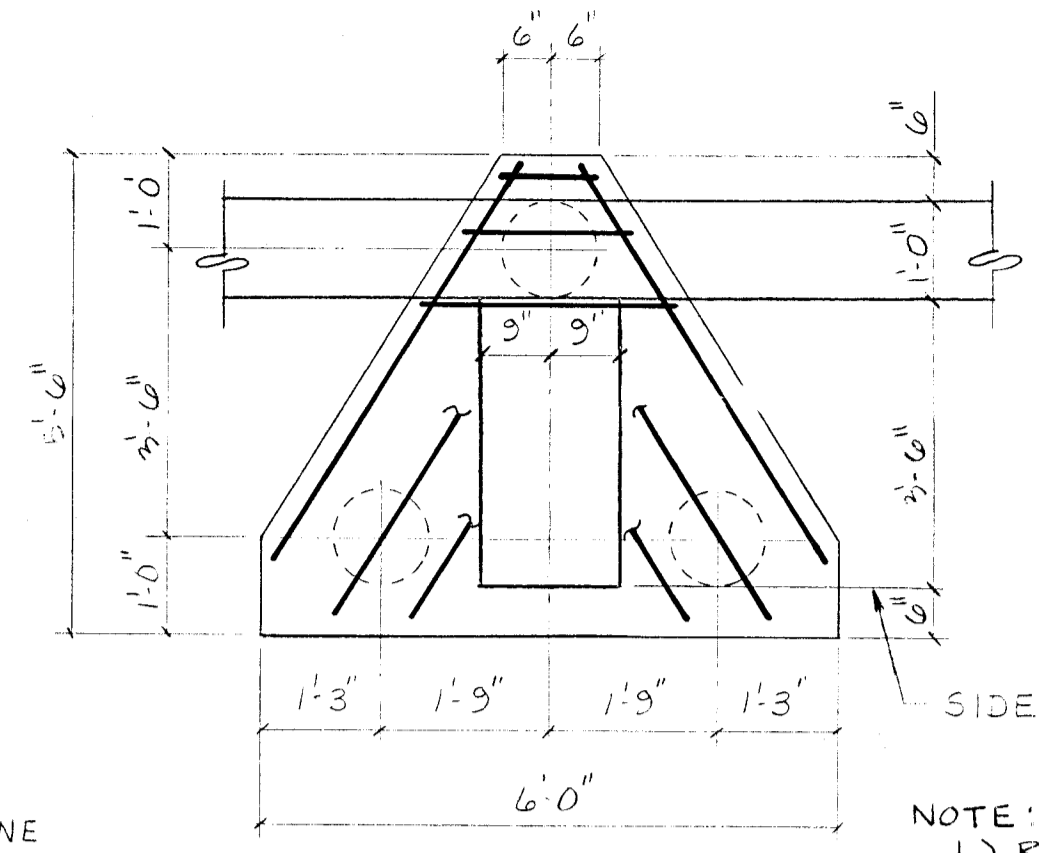
SECTION 3
SCALE: 1" = 1'-0"



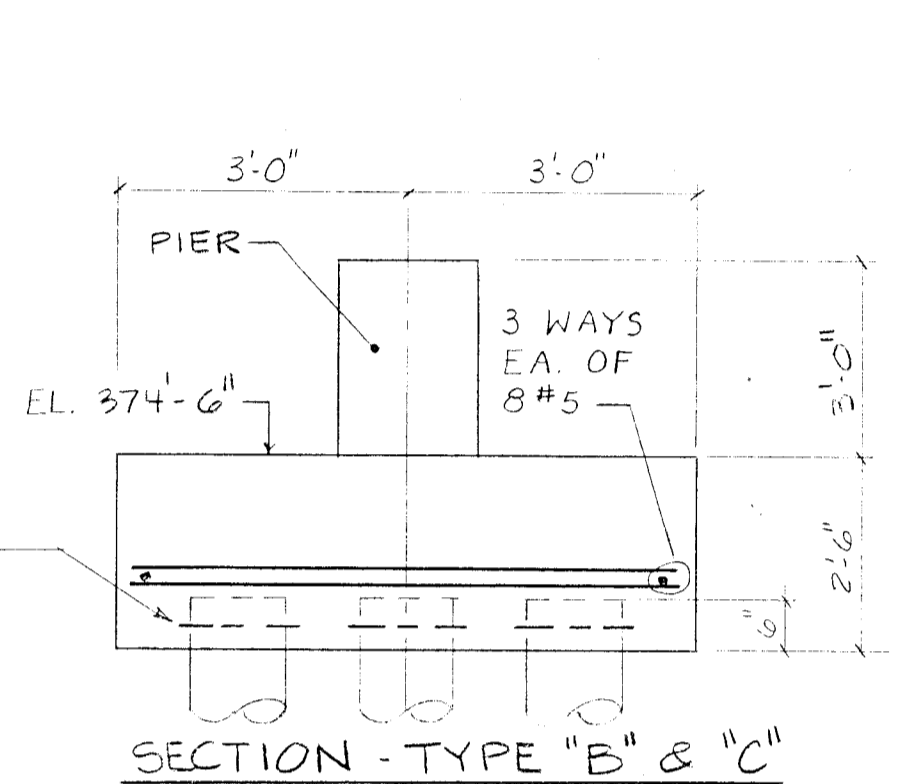
PLAN-TYPE A



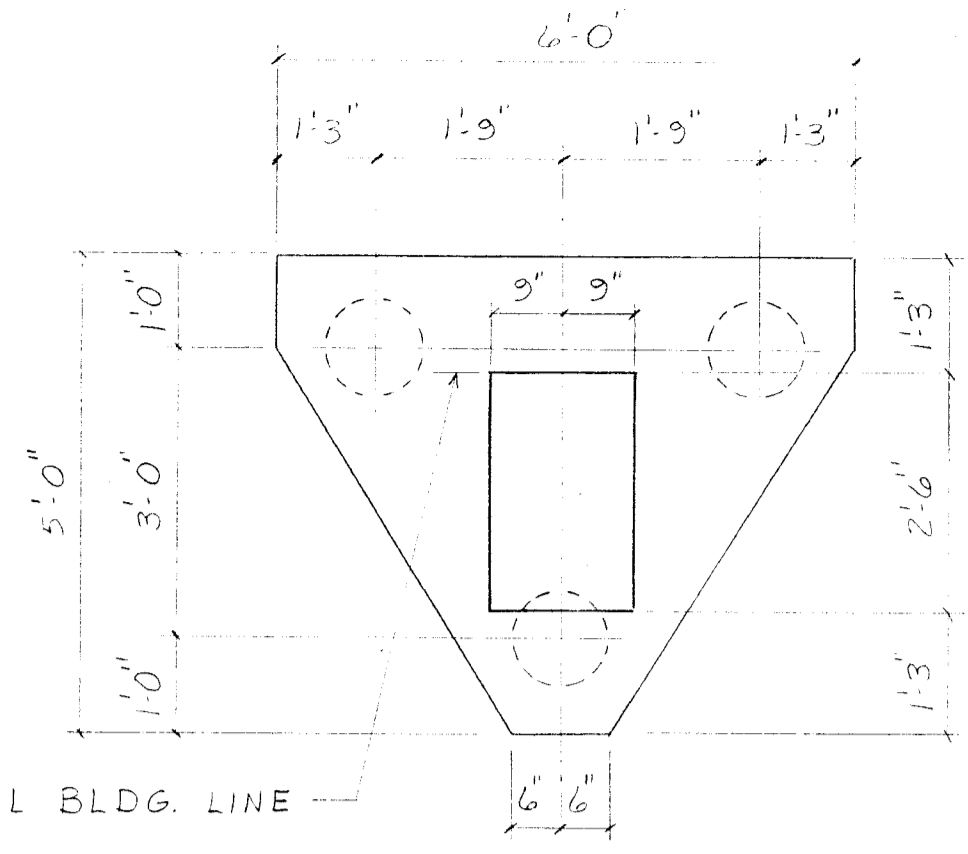
SECTION-TYPE A



PLAN-TYPE B

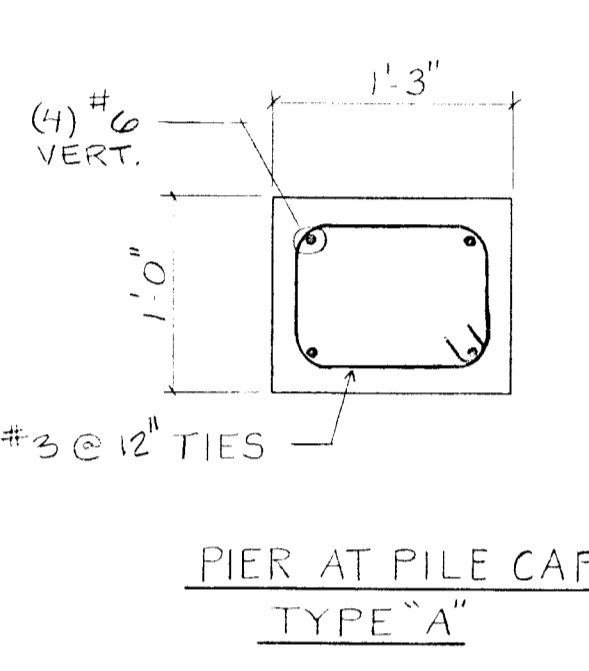


SECTION-TYPE B & C

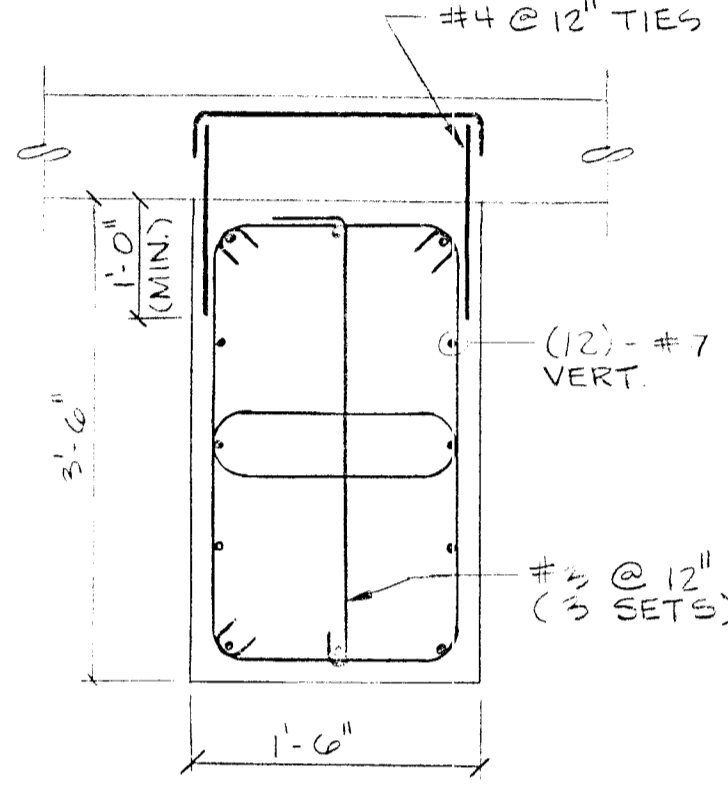


PLAN-TYPE C

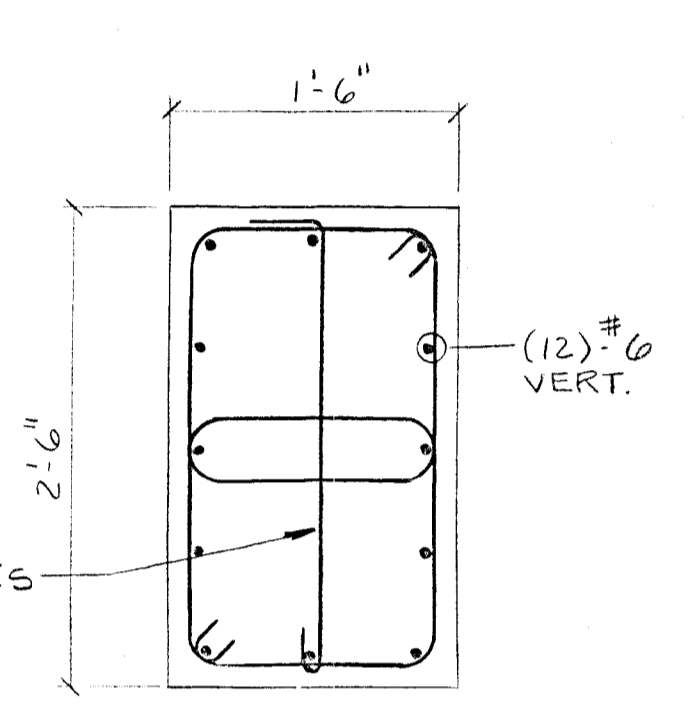
NOTE:
1) RETAINING WALL FOOTING OMITTED FOR CLARITY.



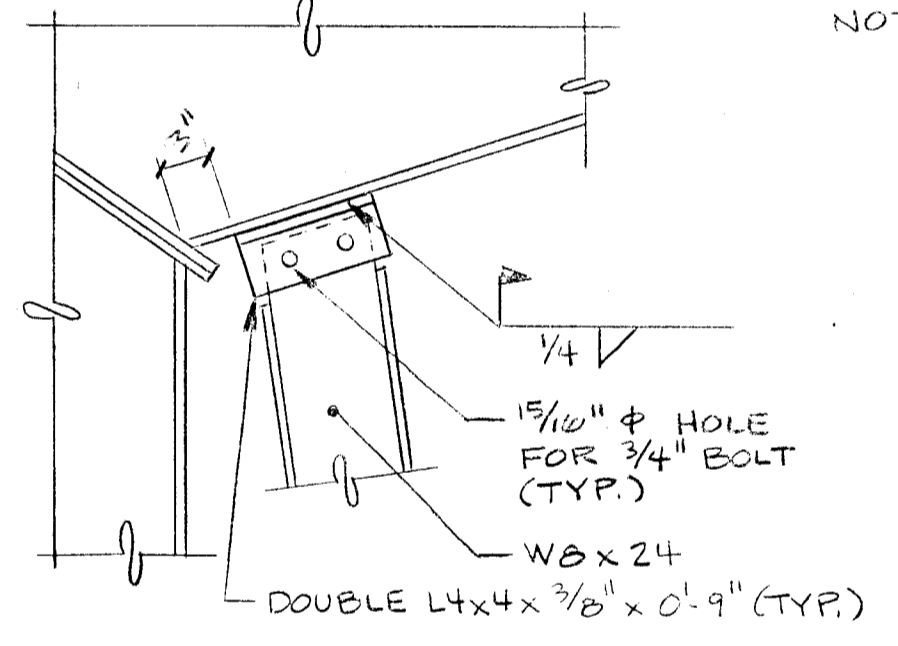
PIER AT PILE CAP TYPE A



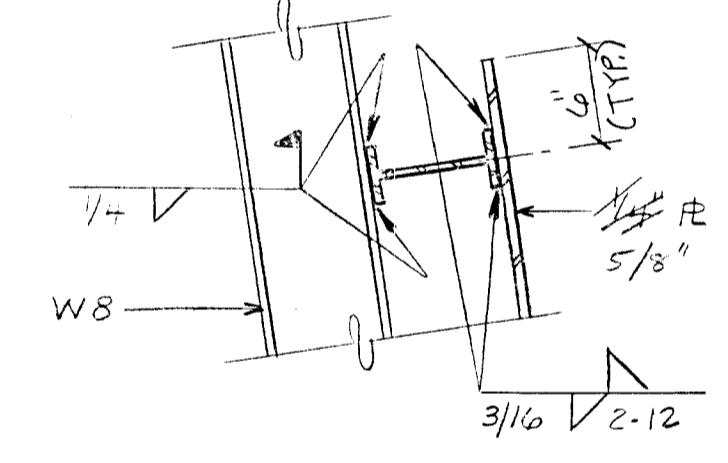
PIER AT PILE CAP-TYPE B



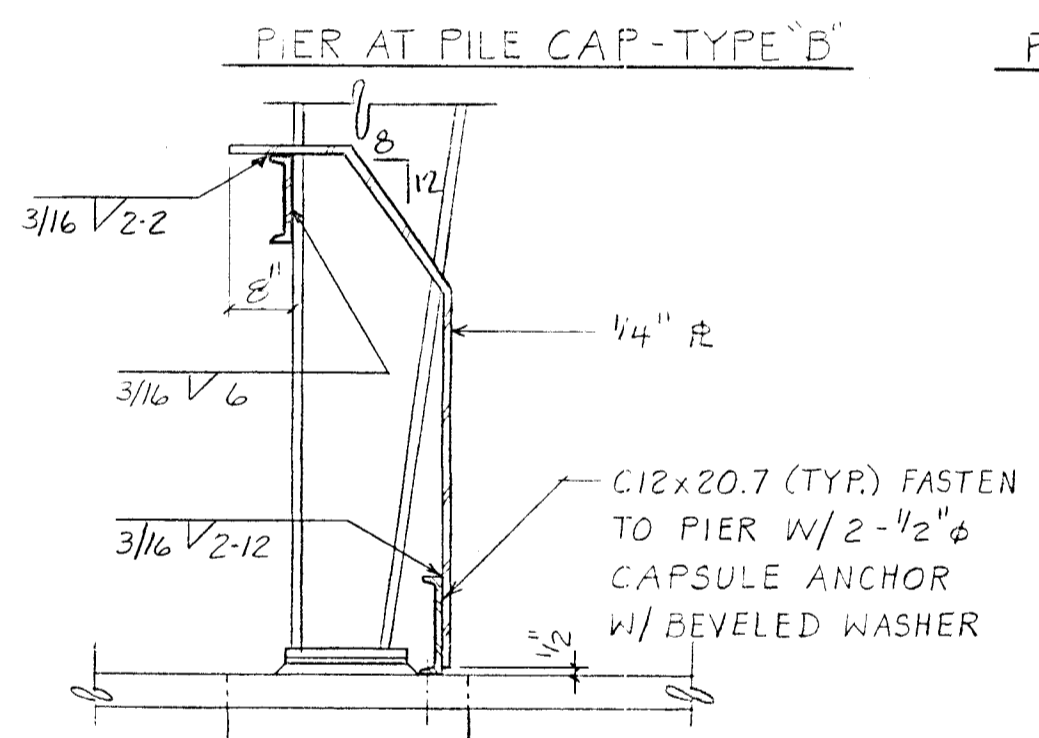
PIER AT PILE CAP-TYPE C



DETAIL 7
SCALE: 1" = 1'-0"

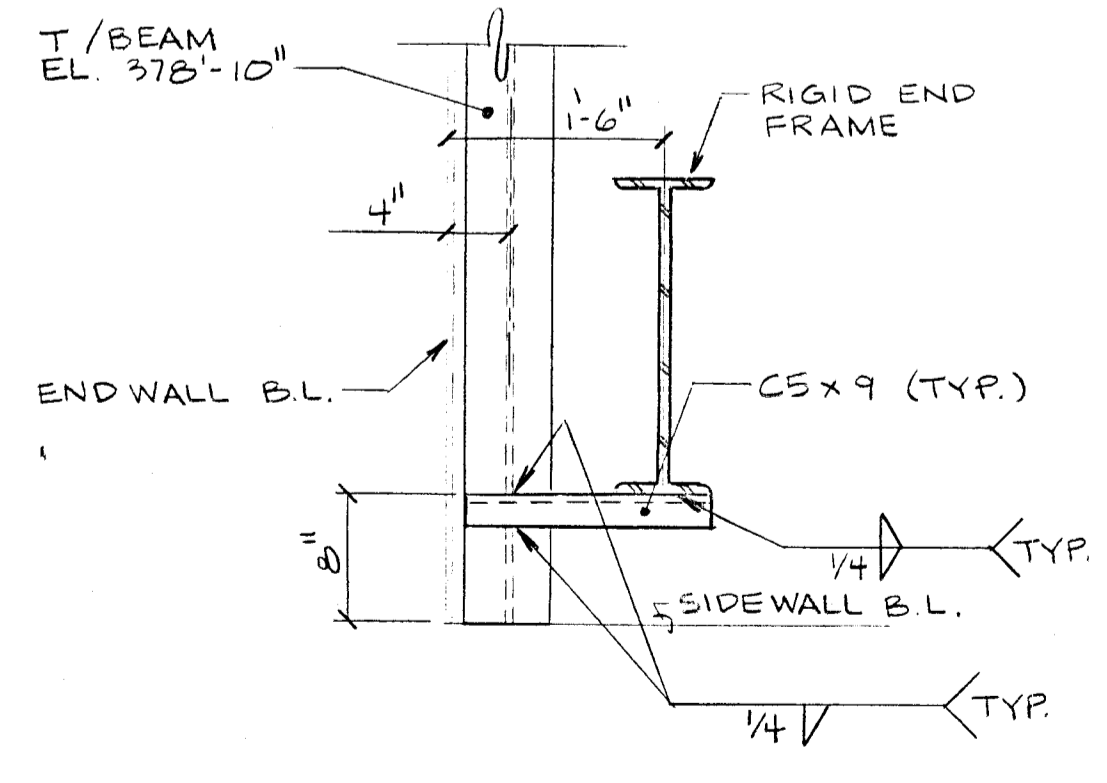


DETAIL 8
SCALE: 1" = 1'-0"

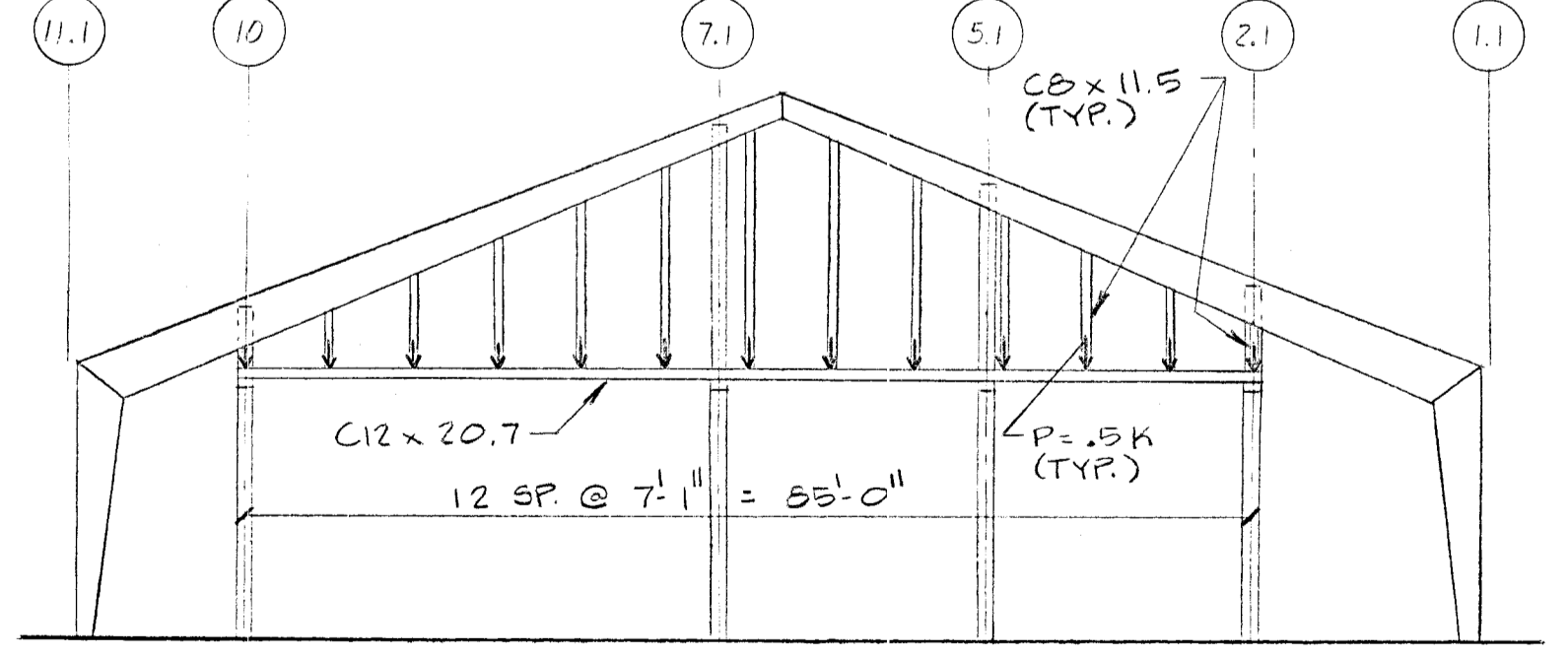


DEFLECTOR PL ASSEMBLY

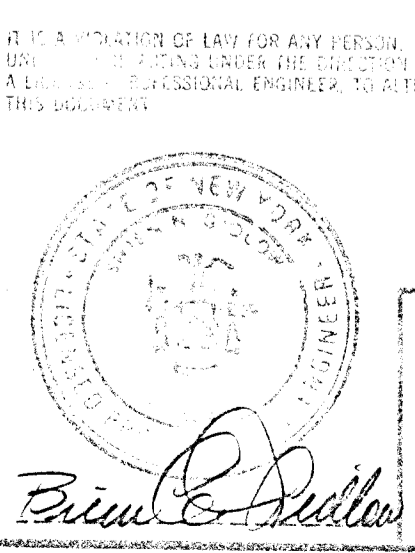
DETAIL 9
SCALE: 1/2" = 1'-0"



PLAN DETAIL 4
SCALE: 1" = 1'-0"



END FRAME SECTION 5
SCALE: 1/8" = 1'-0"



DESIGNED BY: R.J.M. DATE: 12/92
CHECKED BY: [Signature] DATE: 1/93
MADE BY: [Signature] DATE: 1/93

| | | | | |
|----|---|---|----|----|
| 16 | 8 | 0 | 16 | 32 |
| 8 | 4 | 0 | 8 | 16 |
| 4 | 2 | 0 | 4 | 8 |
| 2 | 1 | 0 | 2 | 4 |

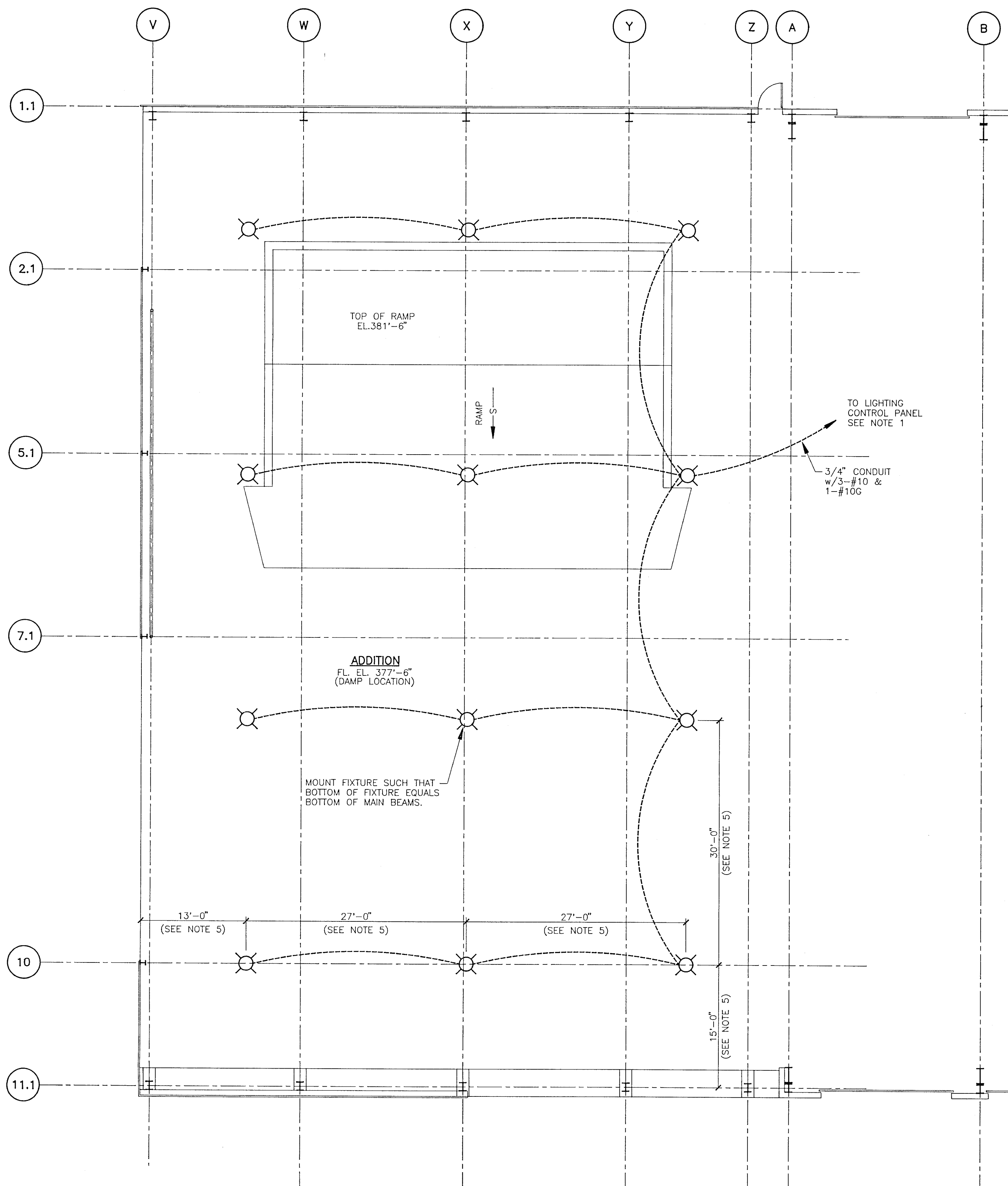
| NO. | DATE | REVISION | INIT. |
|-----|-------|------------------|-------|
| 1 | 12/92 | Revised Drawings | BNG |

O'BRIEN & GERE
ENGINEERS, INC.
Syracuse, New York

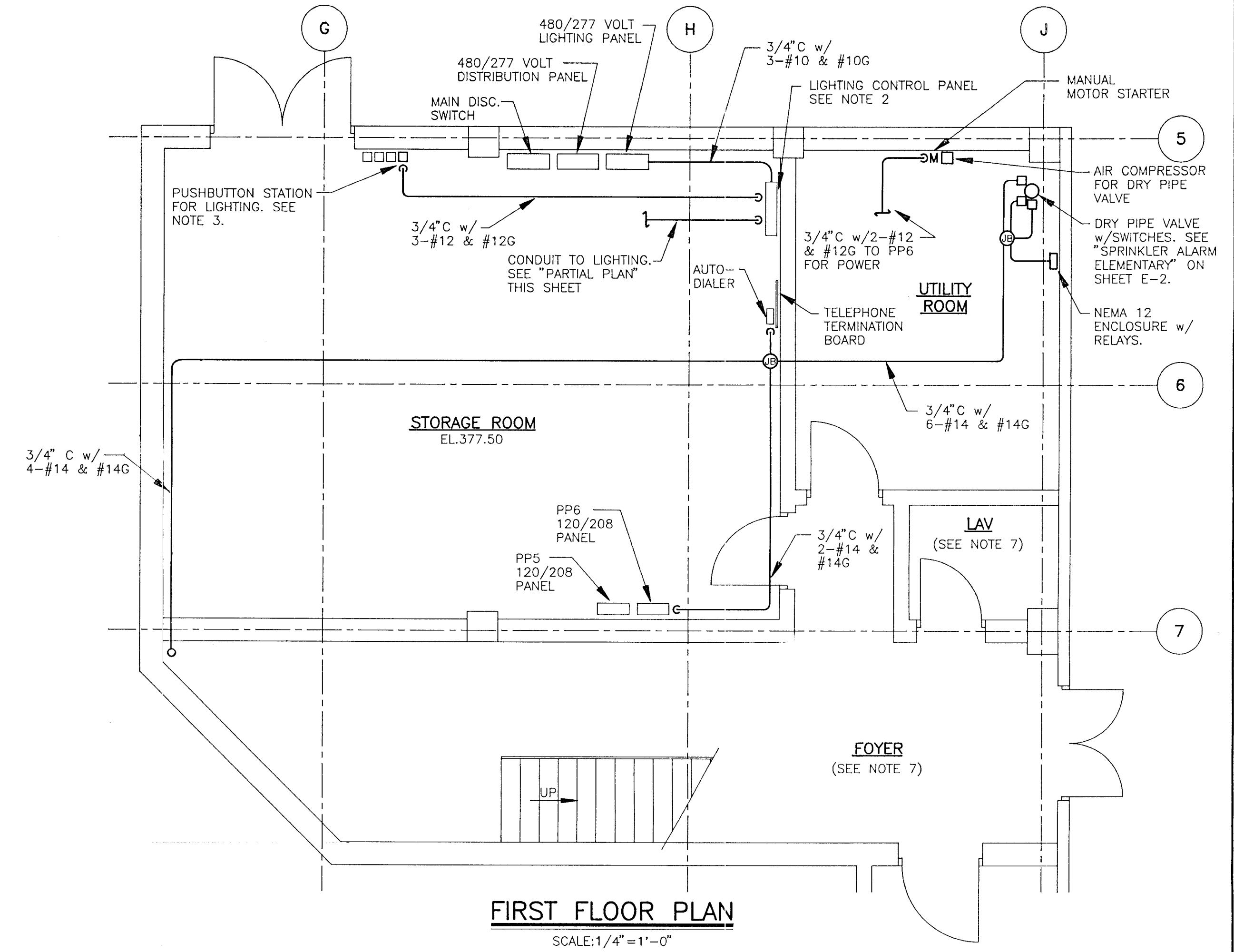
ONON. COUNTY RESOURCE RECOVERY AGENCY
LEY CREEK TRANSFER STATION
MODIFICATIONS

STRUCTURAL
**ROOF FRAMING PLAN,
SECTIONS & DETAILS**

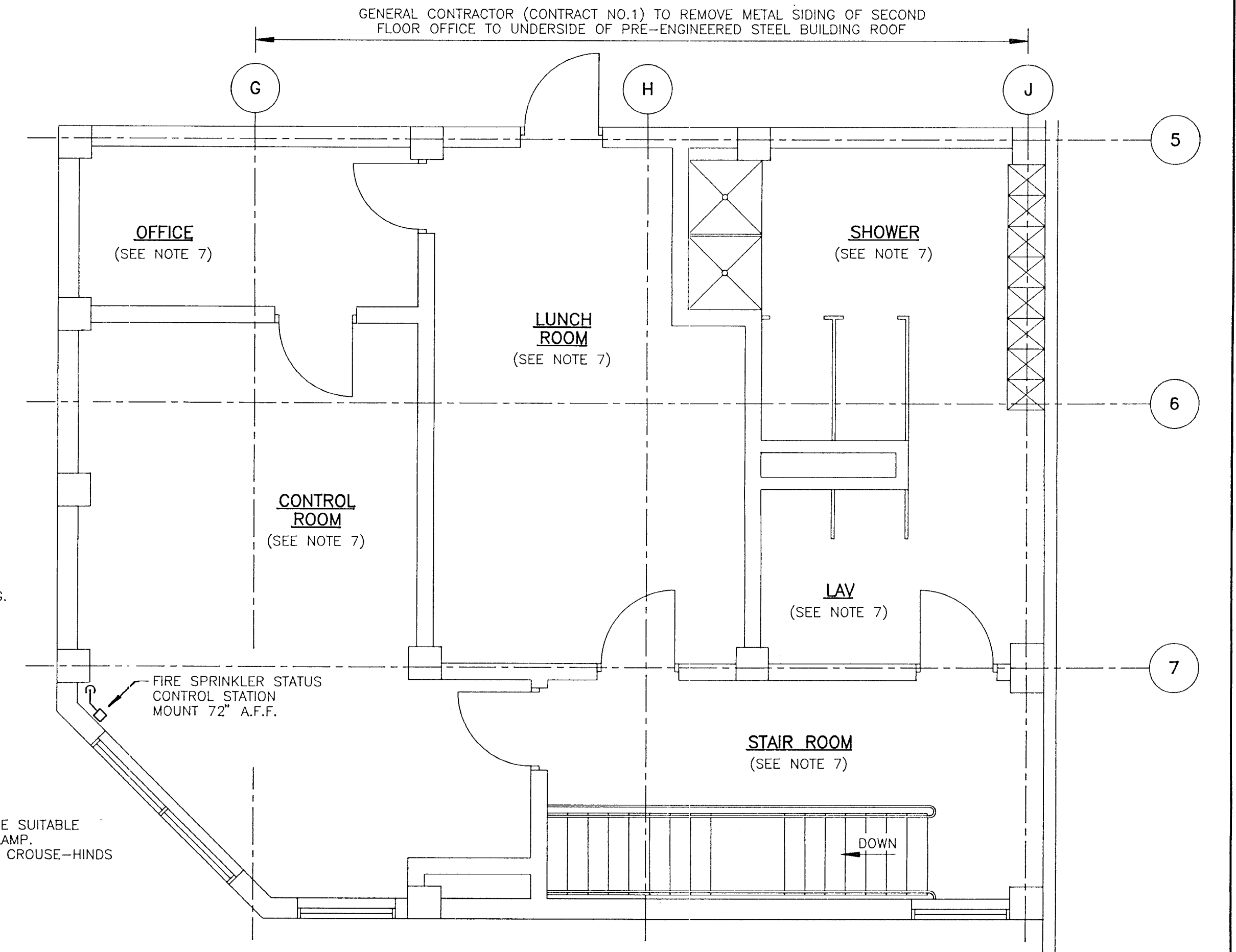
FILE NO.
5129.001-08RD
DATE
DEC., 1991
S-2



PARTIAL PLAN
SCALE: 1/8" = 1'-0"



FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"



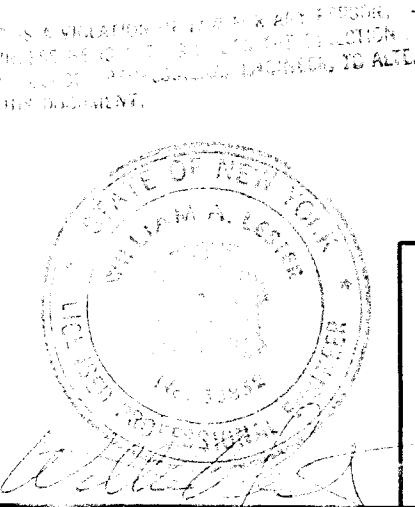
SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"

NOTES:

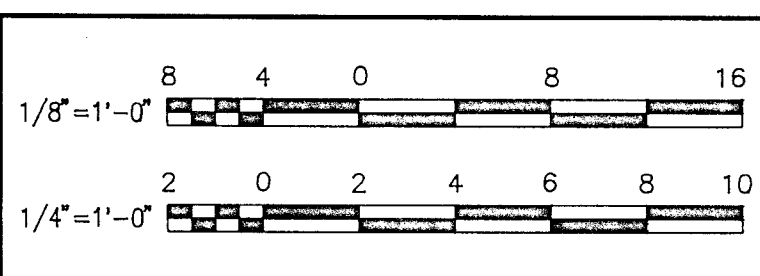
1. ALTERNATE POWER CIRCUITS AMONG THE ROWS OF LIGHT FIXTURES.
2. SEE "LIGHTING ELEMENTARY" ON SHEET E-2 FOR WORK THIS CONTRACT WITHIN THE LIGHTING CONTROL PANEL.
3. MOUNT PUSHBUTTON STATION NEXT TO THE THREE LIGHT CONTROL PUSHBUTTON STATIONS. REFER TO "LIGHTING ELEMENTARY" ON SHEET E-2 FOR WIRING INFORMATION.
4. REFER TO SHEET FP-1 FOR COMPLETE PLAN OF BUILDING.
5. COORDINATE INSTALLATION OF LIGHT FIXTURES WITH SPRINKLER SYSTEM SHOWN ON SHEET FP-1.
6. COORDINATE WORK WITH EXISTING EQUIPMENT & CONDUIT.
7. CEILING MUST BE REMOVED AND REPLACED FOR FIRE SPRINKLER INSTALLATION. ELECTRICAL CONTRACTOR SHALL COORDINATE WITH GENERAL TO REMOVE AND REINSTALL EXISTING FIXTURES.

LEGEND:

- PENDANT MOUNT, MEDIUM TO HIGH BAY LIGHT FIXTURE SUITABLE FOR DAMP LOCATION WITH 400 WATT METAL HALIDE LAMP, 277 VAC OPERATION, REFLECTOR & TEMPERED LENS, CROUSE-HINDS CAT. NO. VMVM2A400RD4 OR EQUAL.
- JUNCTION BOX
- CONDUIT ROUTED UPWARD
- CONDUIT ROUTED DOWNWARD
- WORK THIS CONTACT
- LIGHTING CIRCUIT CONDUIT AND CONDUCTORS



In charge of *Handwritten Signature*
Designed by *AW* Checked by *PCD*
Made by *RTG*



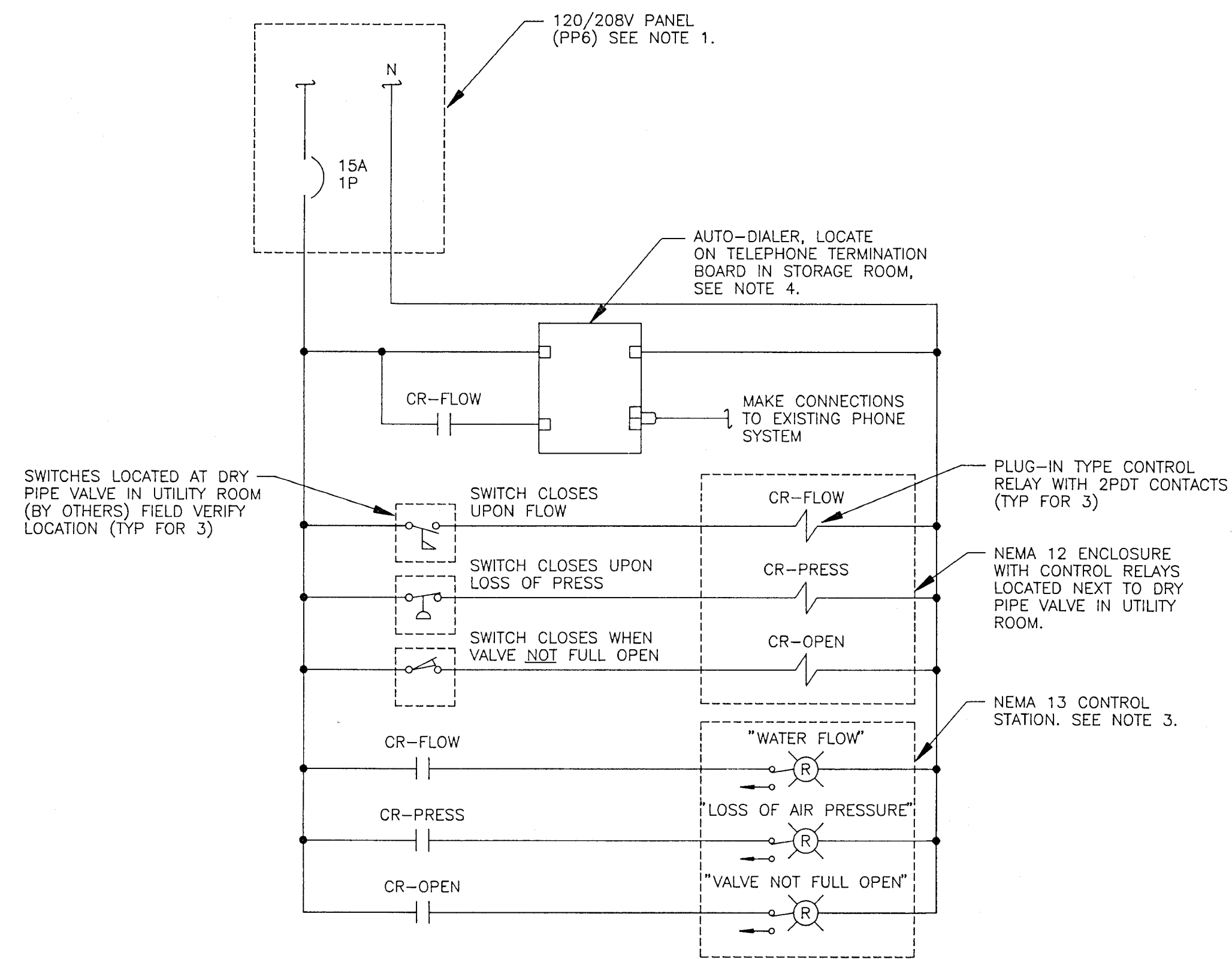
| NO. | DATE | REVISION | INIT. |
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ONON. COUNTY RESOURCE RECOVERY AGENCY
LEY CREEK TRANSFER STATION
MODIFICATIONS

ELECTRICAL
PLANS & LEGEND

FILE NO.
5129.001-09F
DATE
APRIL 1991

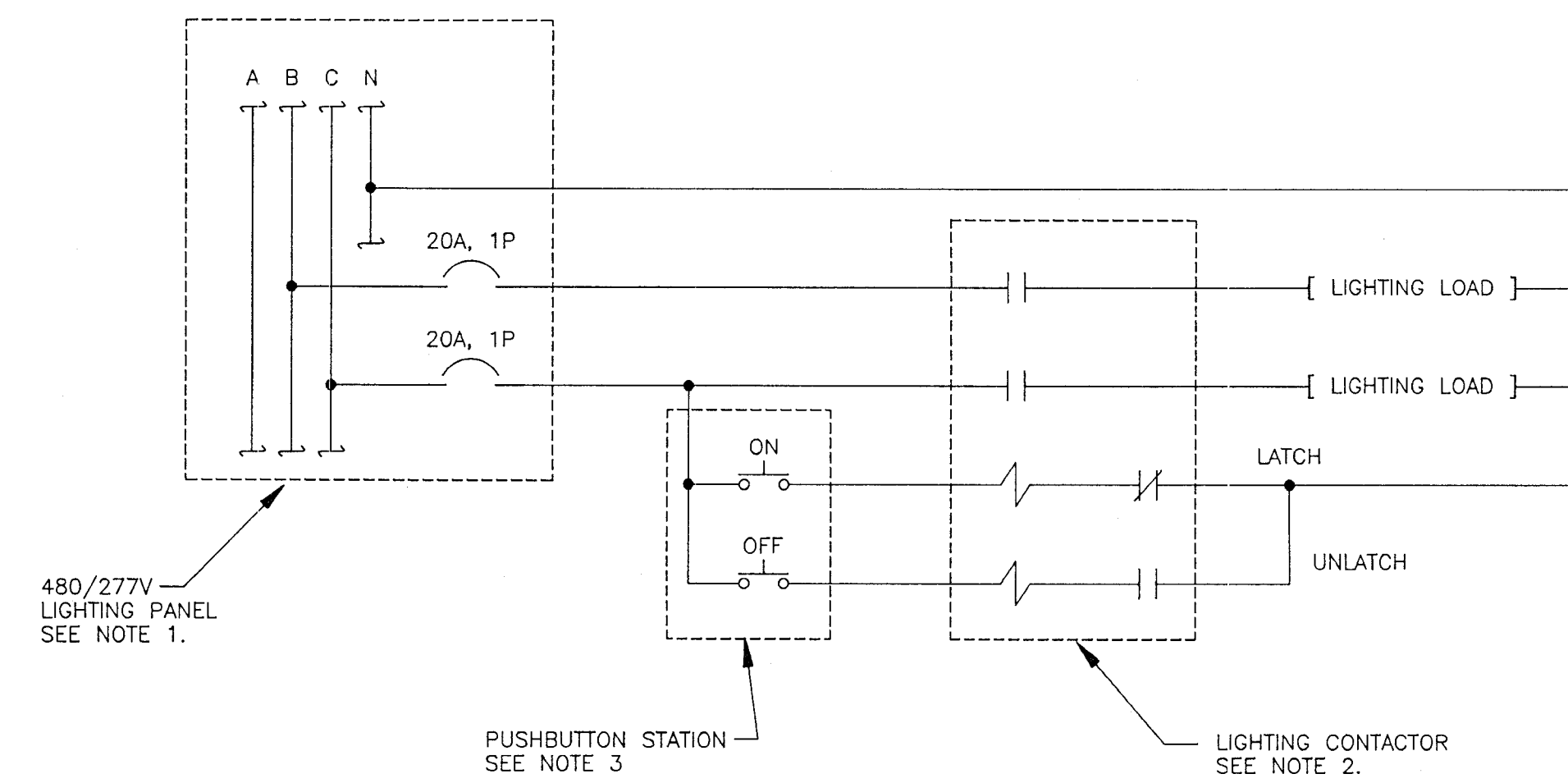


SPRINKLER ALARM ELEMENTARY

NOT TO SCALE

NOTES:

1. PROVIDE 1-15 AMP, SINGLE POLE CIRCUIT BREAKER FOR PANEL PP6 (120/208V PANEL) FOR SPRINKLER ALARM. PROVIDE 1-20 AMP, SINGLE POLE CIRCUIT BREAKER FOR AIR COMPRESSOR (REFER TO "FIRST FLOOR PLAN" ON SHEET E-1).
2. REFER TO PLANS ON SHEET E-1 FOR LOCATIONS.
3. PROVIDE NEMA TYPE 13 CONTROL STATION WITH PUSH-TO-TEST PILOT LIGHTS WITH RED LENS. SEE "FIRE SPRINKLER STATUS CONTROL STATION" THIS SHEET.
4. PROGRAM AUTO-DIALER TO MAKE FIRST TWO CALLS TO FIRE CONTROL DISPATCH.

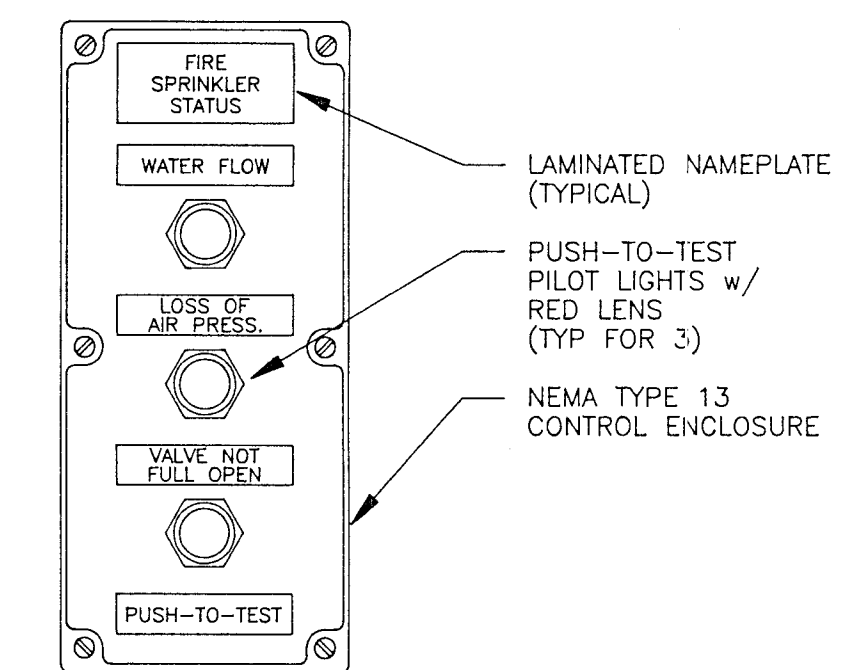


LIGHTING ELEMENTARY

NOT TO SCALE

NOTES:

1. PROVIDE 2-20 AMP, SINGLE POLE CIRCUIT BREAKERS FOR THE 480/277 LIGHTING PANEL.
2. PROVIDE 1 MECHANICALLY HELD LIGHTING CONTACTOR WITH 277 VOLT COIL & 2-POLE, 30 AMP CONTACT RATING FOR THE LIGHTING CONTROL PANEL.
3. PROVIDE NEMA TYPE 13 PUSHBUTTON STATION WITH MOMENTARY "ON" AND "OFF" PUSHBUTTONS. PROVIDE NAMEPLATE WHICH READS "ADDITIONAL LIGHTS".
4. REFER TO SHEET E-1 FOR THE LOCATIONS OF THE EQUIPMENT.

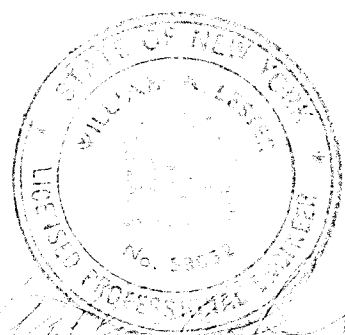


FIRE SPRINKLER STATUS CONTROL STATION

NOT TO SCALE

NOTES:

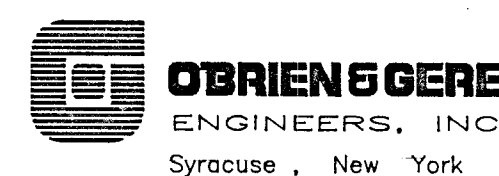
1. LOCATED IN OFFICE, REFER TO "SECOND FLOOR PLAN" ON SHEET E-1.
2. SEE "SPRINKLER ALARM ELEMENTARY" ON THIS SHEET FOR ADDITIONAL INFORMATION.



In charge of *H. [Signature]*
 Designed by *AW* Checked by *PLD*
 Made by *RIG*

NOT TO SCALE

| NO. | DATE | REVISION | INIT. |
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ONON. COUNTY RESOURCE RECOVERY AGENCY
 LEY CREEK TRANSFER STATION
 MODIFICATIONS

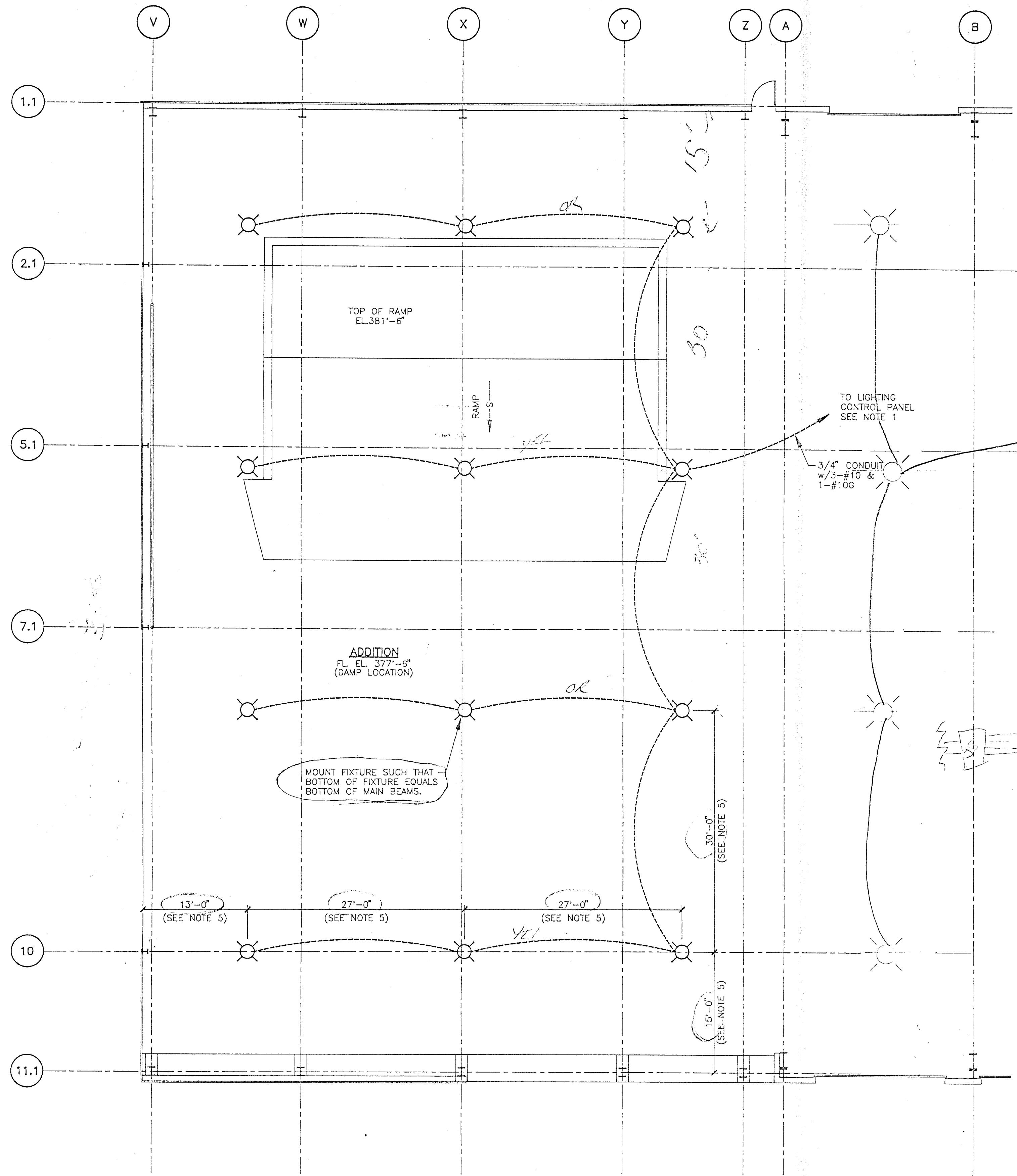
ELECTRICAL

ELEMENTARIES & DETAIL

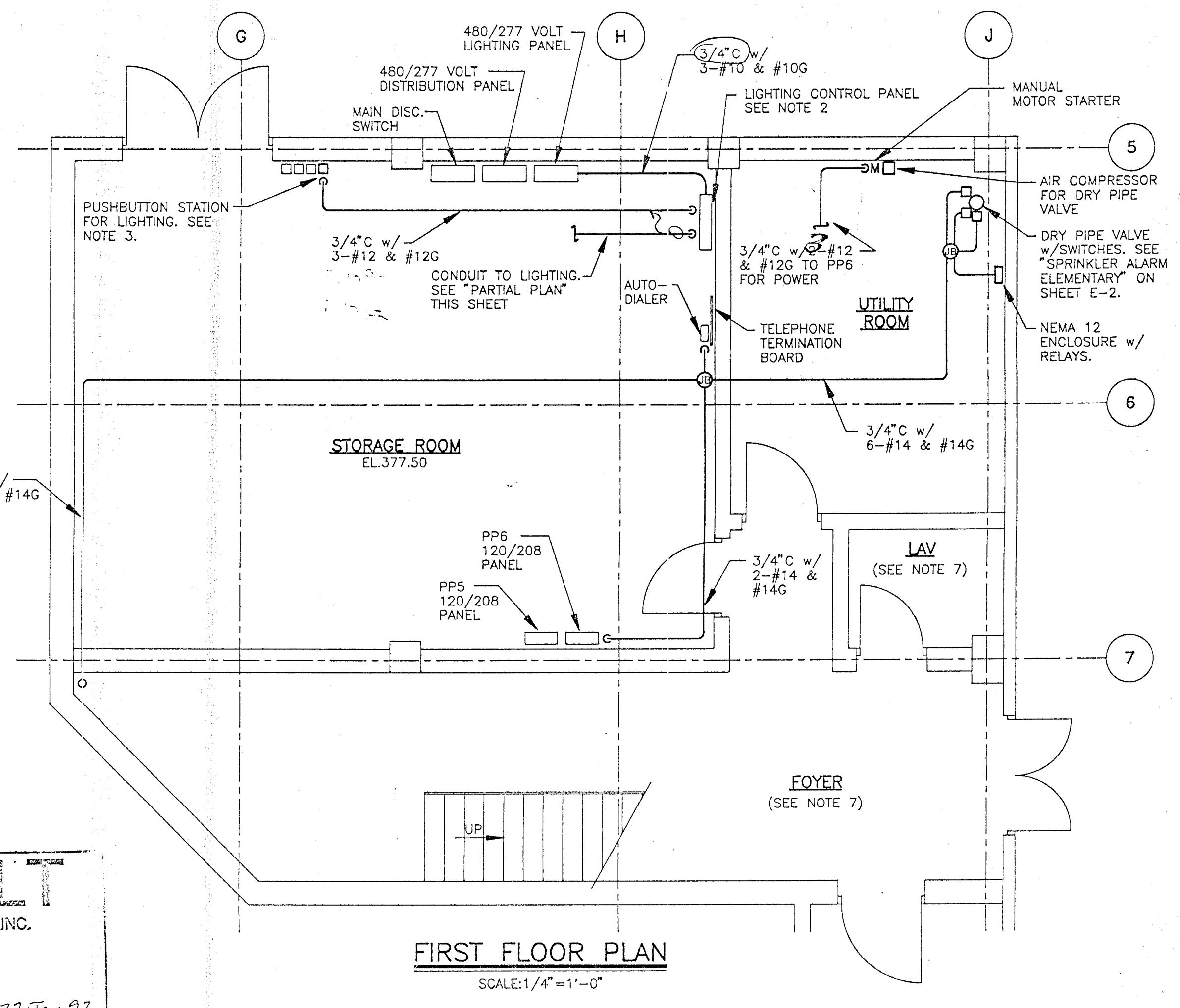
FILE NO.
 5129.001-10F

DATE
 APRIL 1991

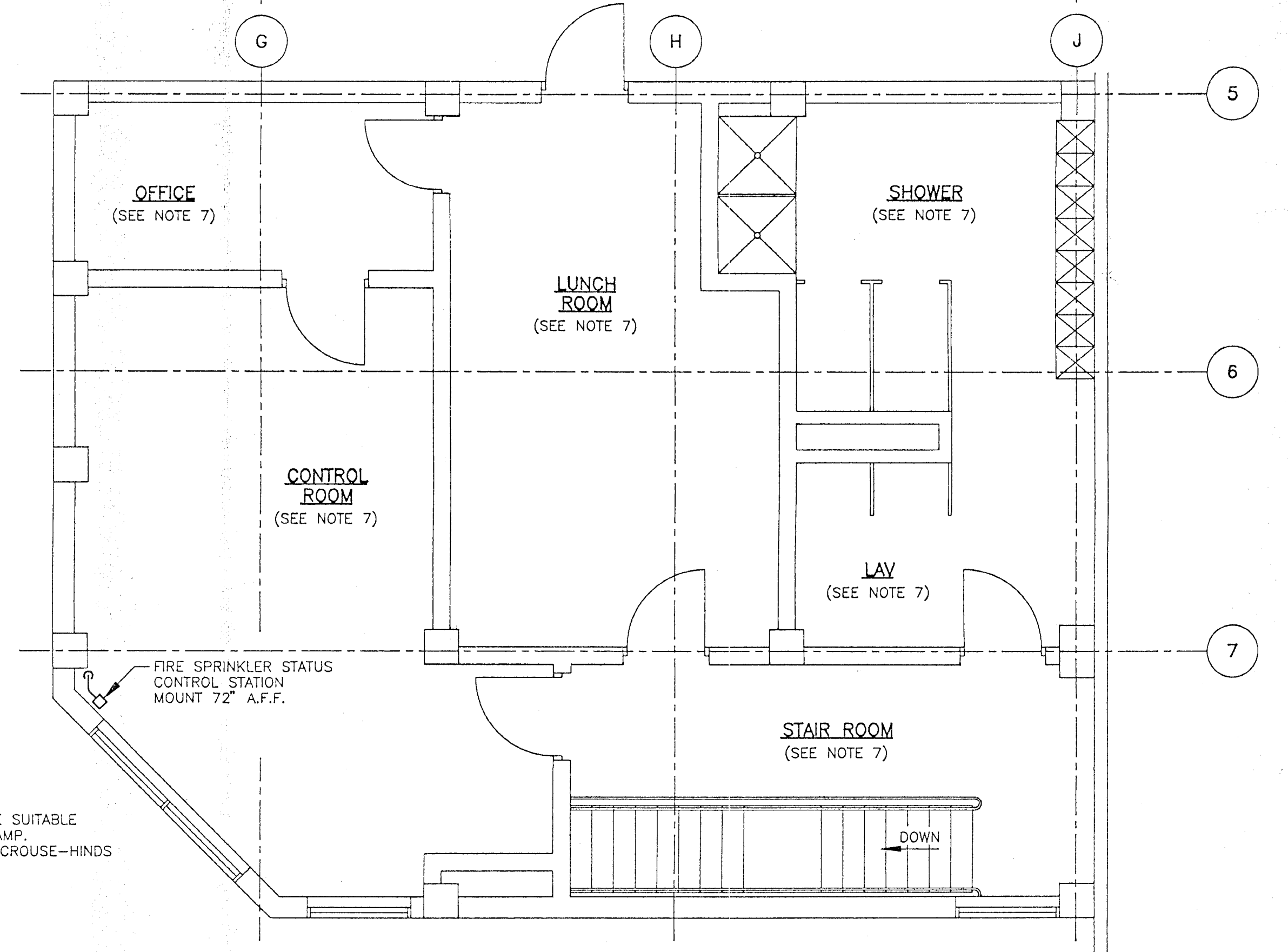
E-2



PARTIAL PLAN
SCALE: 1/8"=1'-0"



FIRST FLOOR PLAN
SCALE: 1/4"=1'-0"

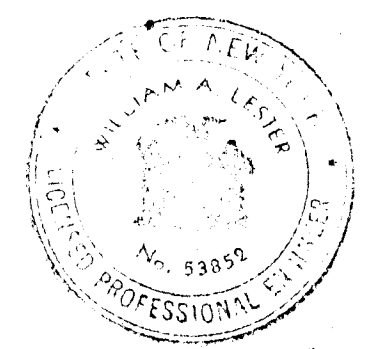


SECOND FLOOR PLAN
SCALE: 1/4"=1'-0"

AS BUILT
RANDALL ELECTRIC, INC.
[Signature]
DATE: 27 Jan 92

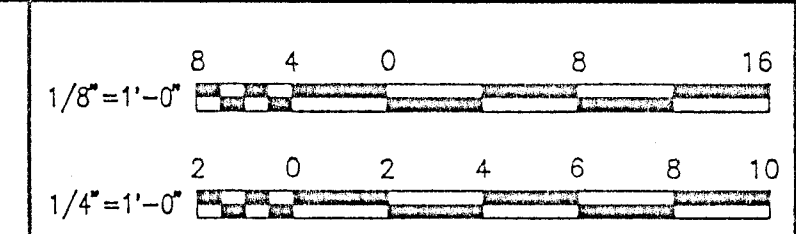
- NOTES:**
- ALTERNATE POWER CIRCUITS AMONG THE ROWS OF LIGHT FIXTURES.
 - SEE "LIGHTING ELEMENTARY" ON SHEET E-2 FOR WORK THIS CONTRACT WITHIN THE LIGHTING CONTROL PANEL.
 - MOUNT PUSHBUTTON STATION NEXT TO THE THREE LIGHT CONTROL PUSHBUTTON STATIONS. REFER TO "LIGHTING ELEMENTARY" ON SHEET E-2 FOR WIRING INFORMATION.
 - REFER TO SHEET FP-1 FOR COMPLETE PLAN OF BUILDING.
 - COORDINATE INSTALLATION OF LIGHT FIXTURES WITH SPRINKLER SYSTEM SHOWN ON SHEET FP-1.
 - COORDINATE WORK WITH EXISTING EQUIPMENT & CONDUIT.
 - CEILING MUST BE REMOVED AND REPLACED FOR FIRE SPRINKLER INSTALLATION. ELECTRICAL CONTRACTOR SHALL COORDINATE WITH GENERAL TO REMOVE AND REINSTALL EXISTING FIXTURES.

- LEGEND:**
- ⊗ PENDANT MOUNT, MEDIUM TO HIGH BAY LIGHT FIXTURE SUITABLE FOR DAMP LOCATION WITH 400 WATT METAL HALIDE LAMP, 277 VAC OPERATION, REFLECTOR & TEMPERED LENS, CROUSE-HINDS CAT. NO. VMVM2A400RD4 OR EQUAL.
 - ⊕ JUNCTION BOX
 - CONDUIT ROUTED UPWARD
 - ← CONDUIT ROUTED DOWNWARD
 - WORK THIS CONTACT
 - LIGHTING CIRCUIT CONDUIT AND CONDUCTORS

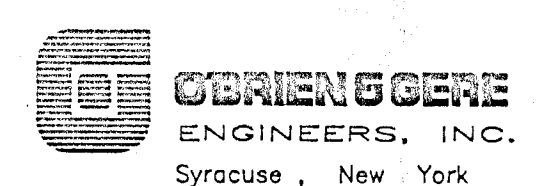


IT IS A VIOLATION OF LAW FOR ANY PERSON UNLESS HE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER TO ALTER THIS DOCUMENT.

In charge of *W. Karpolita*
Designed by *NW* Checked by *[Signature]*
Made by *RJG*



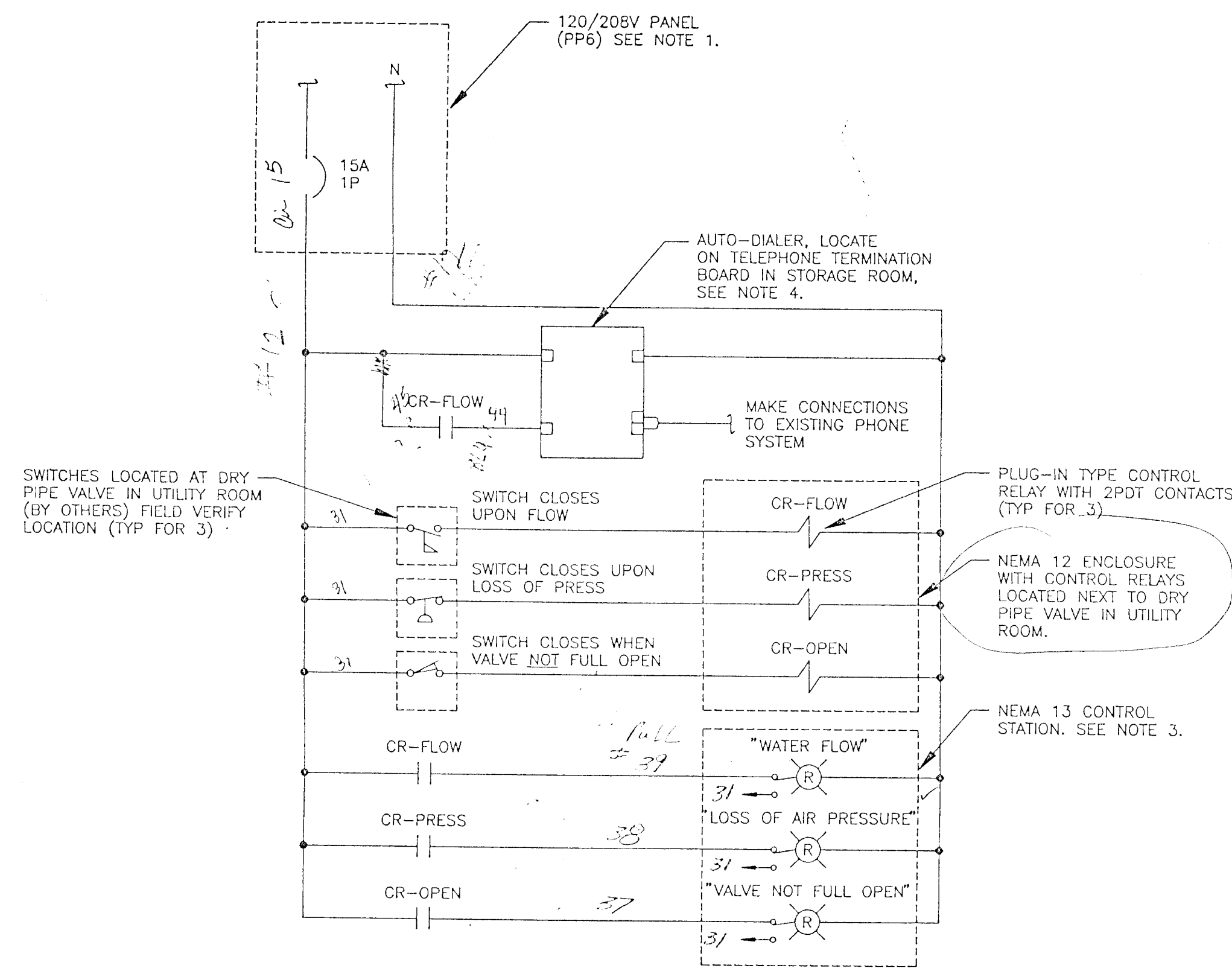
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ONON. COUNTY RESOURCE RECOVERY AGENCY
LEY CREEK TRANSFER STATION
MODIFICATIONS

ELECTRICAL
PLANS & LEGEND

FILE NO. 5129.001-09F
DATE APRIL 1991
E-1



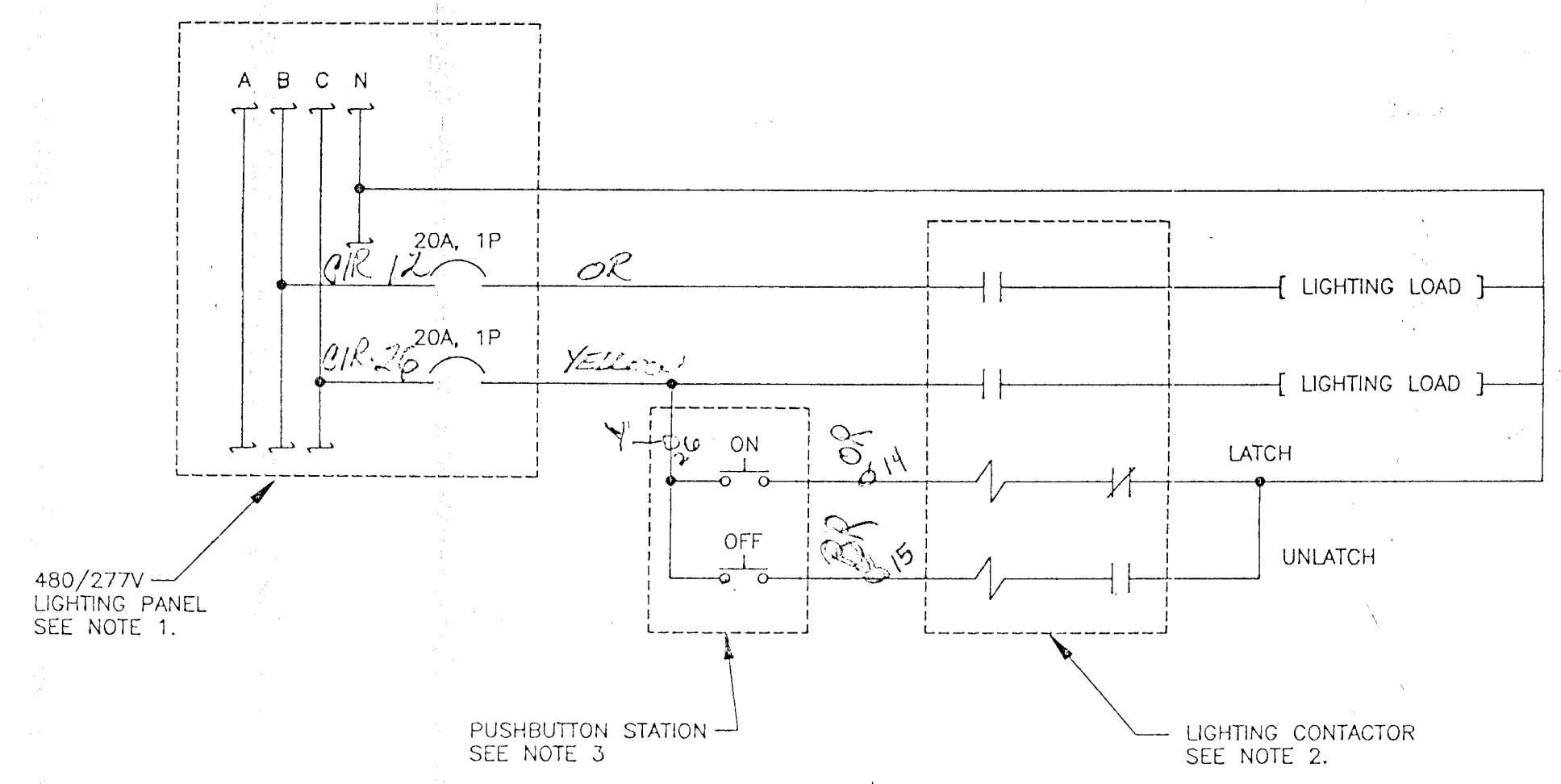
SPRINKLER ALARM ELEMENTARY

NOT TO SCALE

NOTES:

1. PROVIDE 1-15 AMP, SINGLE POLE CIRCUIT BREAKER FOR PANEL PP6-(120/208V PANEL) FOR SPRINKLER ALARM. PROVIDE 1-20 AMP, SINGLE POLE CIRCUIT BREAKER FOR AIR COMPRESSOR (REFER TO "FIRST FLOOR PLAN" ON SHEET E-1). *20-1-15 amp 5-pole air. box*
2. REFER TO PLANS ON SHEET E-1 FOR LOCATIONS.
3. PROVIDE NEMA TYPE 13 CONTROL STATION WITH PUSH-TO-TEST PILOT LIGHTS WITH RED LENS. SEE "FIRE SPRINKLER STATUS CONTROL STATION" THIS SHEET.
4. PROGRAM AUTO-DIALER TO MAKE FIRST TWO CALLS TO FIRE CONTROL DISPATCH.

** 5. Provides 3-Pole Manual Motor Start (Disc. Rev)*



LIGHTING ELEMENTARY

NOT TO SCALE

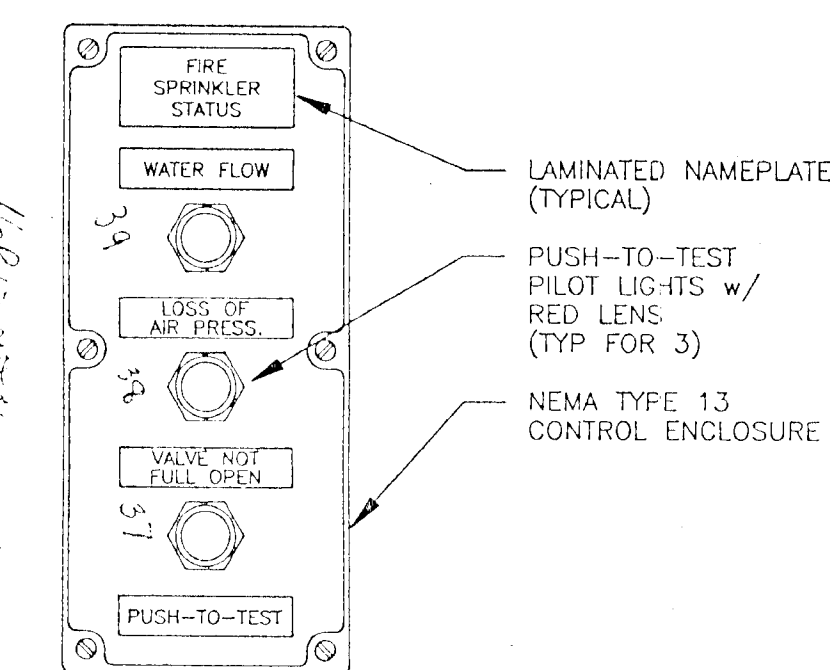
NOTES:

1. PROVIDE 2-20 AMP, SINGLE POLE CIRCUIT BREAKERS FOR THE 480/277 LIGHTING PANEL.
2. PROVIDE 1 MECHANICALLY HELD LIGHTING CONTACTOR WITH 277 VOLT COIL & 2-POLE, 30 AMP CONTACT RATING FOR THE LIGHTING CONTROL PANEL.
3. PROVIDE NEMA TYPE 13 PUSHBUTTON STATION WITH MOMENTARY "ON" AND "OFF" PUSHBUTTONS. PROVIDE NAMEPLATE WHICH READS "ADDITIONAL LIGHTS".
4. REFER TO SHEET E-1 FOR THE LOCATIONS OF THE EQUIPMENT.

AS BUILT
RANDALL ELECTRIC, INC.

[Signature]
SIGNATURE

27 Jan 92
DATE



FIRE SPRINKLER STATUS CONTROL STATION

NOT TO SCALE

NOTES:

1. LOCATED IN OFFICE, REFER TO "SECOND FLOOR PLAN" ON SHEET E-1.
2. SEE "SPRINKLER ALARM ELEMENTARY" ON THIS SHEET FOR ADDITIONAL INFORMATION.
3. SEE CHANGE REPORT

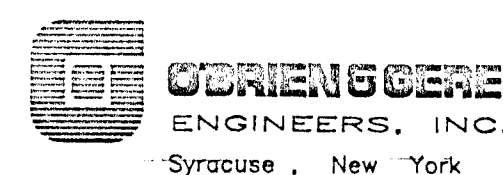


IT IS A VIOLATION OF LAW FOR ANY PERSON UNLESS HE IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER TO ALTER THIS DOCUMENT.

In charge of LeComptula
Designed by ALW Checked by _____
Made by RIG

NOT TO SCALE

| NO. | DATE | REVISION | INIT. |
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ONON. COUNTY RESOURCE RECOVERY AGENCY
LEY CREEK TRANSFER STATION
MODIFICATIONS

ELECTRICAL

ELEMENTARIES & DETAIL

FILE NO.
5129.001-10F

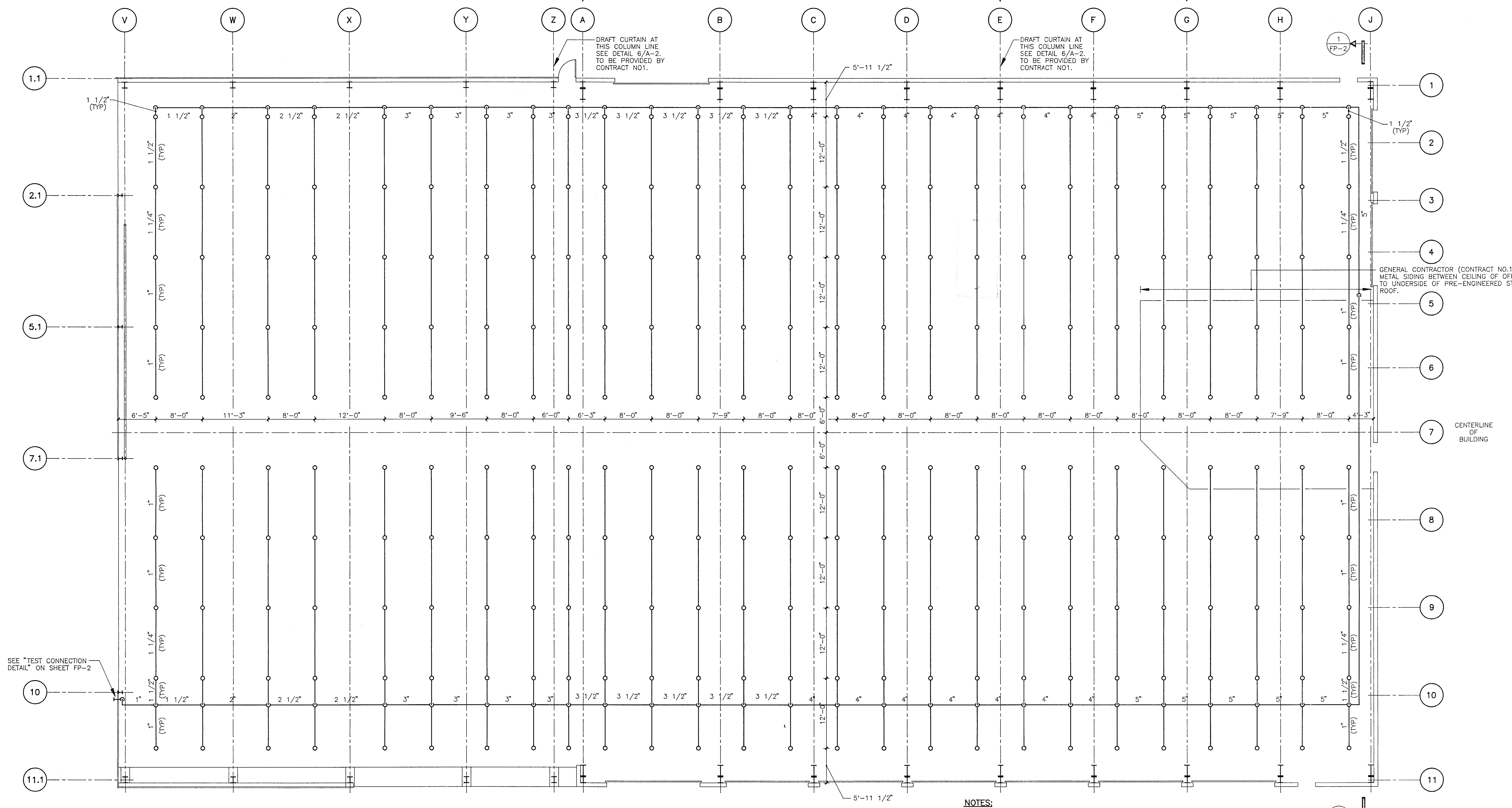
DATE
APRIL 1991

E-2



NEW EXPANSION ← → EXISTING FACILITY

HIGH BAY AREA THIS SIDE ONLY



SEE "TEST CONNECTION DETAIL" ON SHEET FP-2

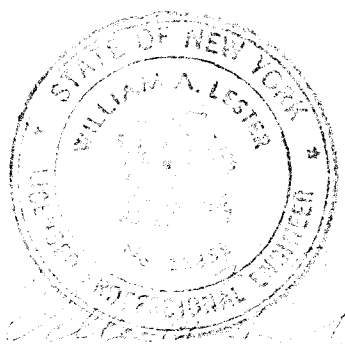
NOTES:

1. ALL SPRINKLER HEADS SHOWN ON THIS SHEET HAVE A TEMPERATURE RATING OF 212°F UNLESS OTHERWISE INDICATED.
2. ALL SPRINKLER HEADS SHOWN ON "FIRST FLOOR REFLECTED CEILING PLAN" & "SECOND FLOOR REFLECTED CEILING PLAN" ON SHEET FP-2 SHALL HAVE A TEMPERATURE RATING OF 165° UNLESS OTHERWISE INDICATED.
3. OCCUPANCY CLASSIFICATION FOR AREA SHOWN ON THIS SHEET IS ORDINARY HAZARD - GROUP 3.
4. OCCUPANCY CLASSIFICATION FOR AREAS SHOWN IN "REFLECTED CEILING PLANS" ON SHEET FP-2 IS ORDINARY HAZARD - GROUP 1.

LEGEND

- UPRIGHT SPRINKLER HEAD
- PENDENT TYPE SPRINKLER HEAD

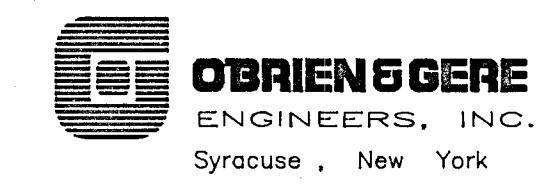
THIS IS A WARNING OF A PROFESSIONAL ENGINEER'S DESIGN. UNLESS HE IS ADVISED IN WRITING BY THE CLIENT OR A REGISTERED PROFESSIONAL ENGINEER, NO ALTERATION TO THIS DOCUMENT IS TO BE MADE.



In charge of *[Signature]*
 Designed by *[Signature]* Checked by *[Signature]*
 Made by *[Signature]*



| NO. | DATE | REVISION | INIT. |
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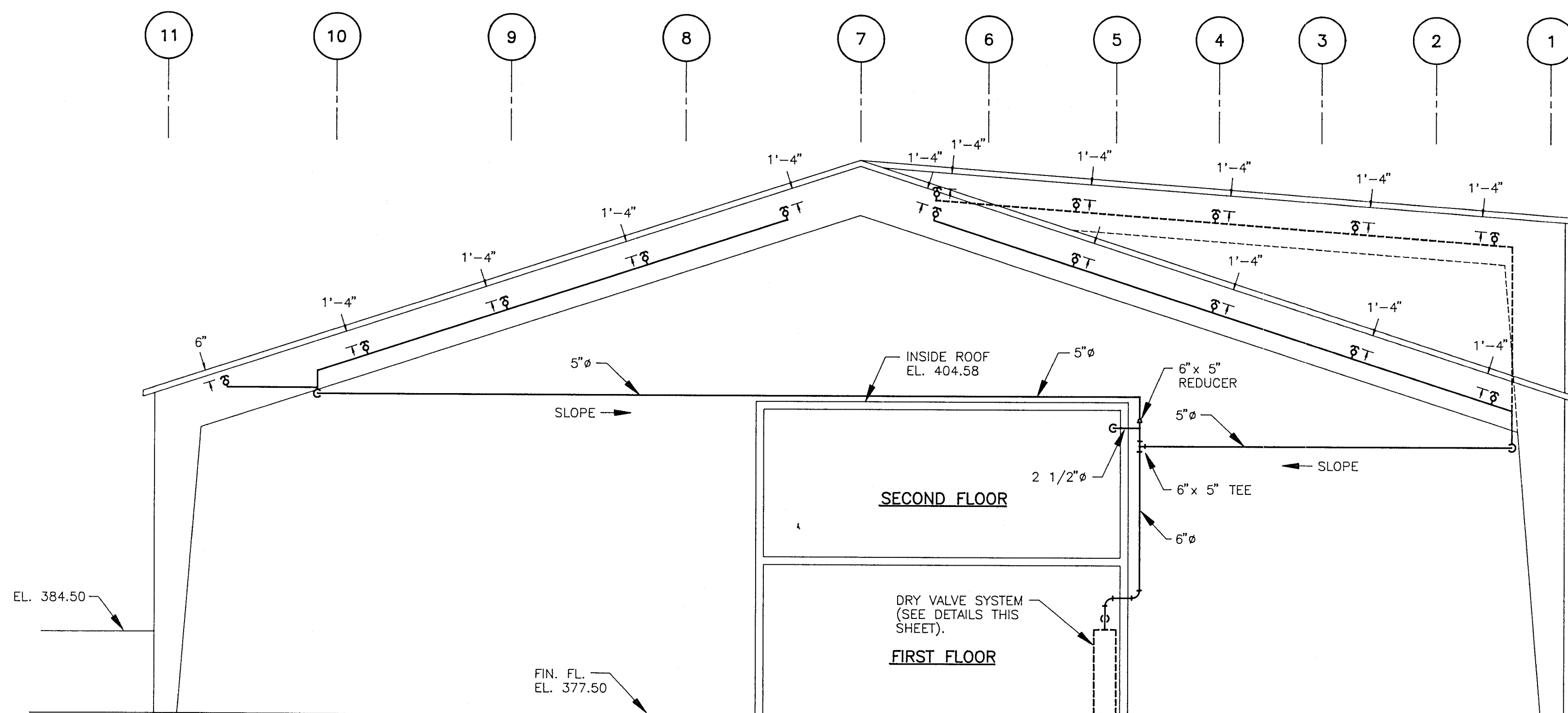


ONON. COUNTY RESOURCE RECOVERY AGENCY
 LEY CREEK TRANSFER STATION
 MODIFICATIONS

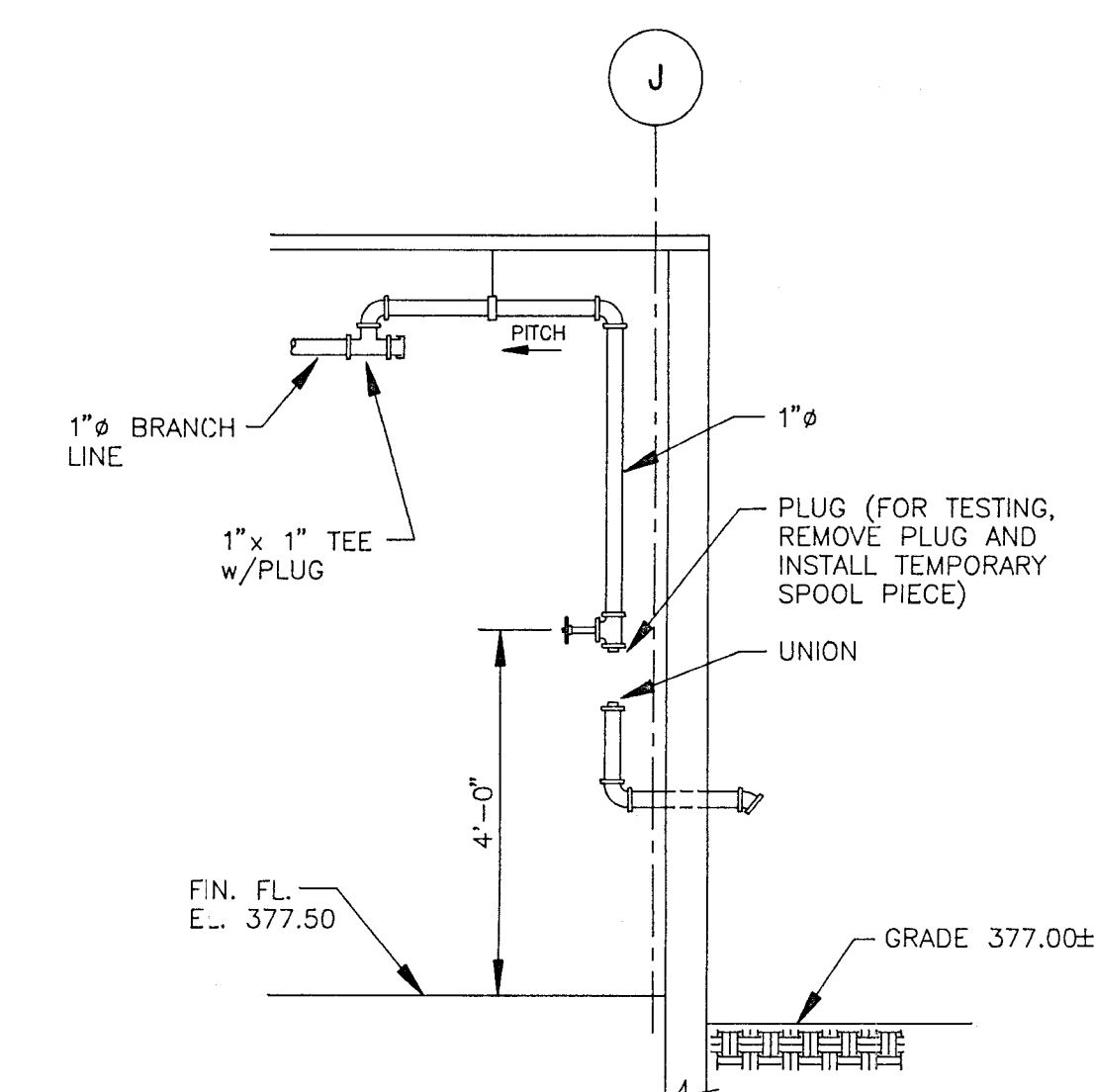
FIRE PROTECTION
 PLAN

FILE NO.
 5129.001-11F
 DATE
 APRIL 1991

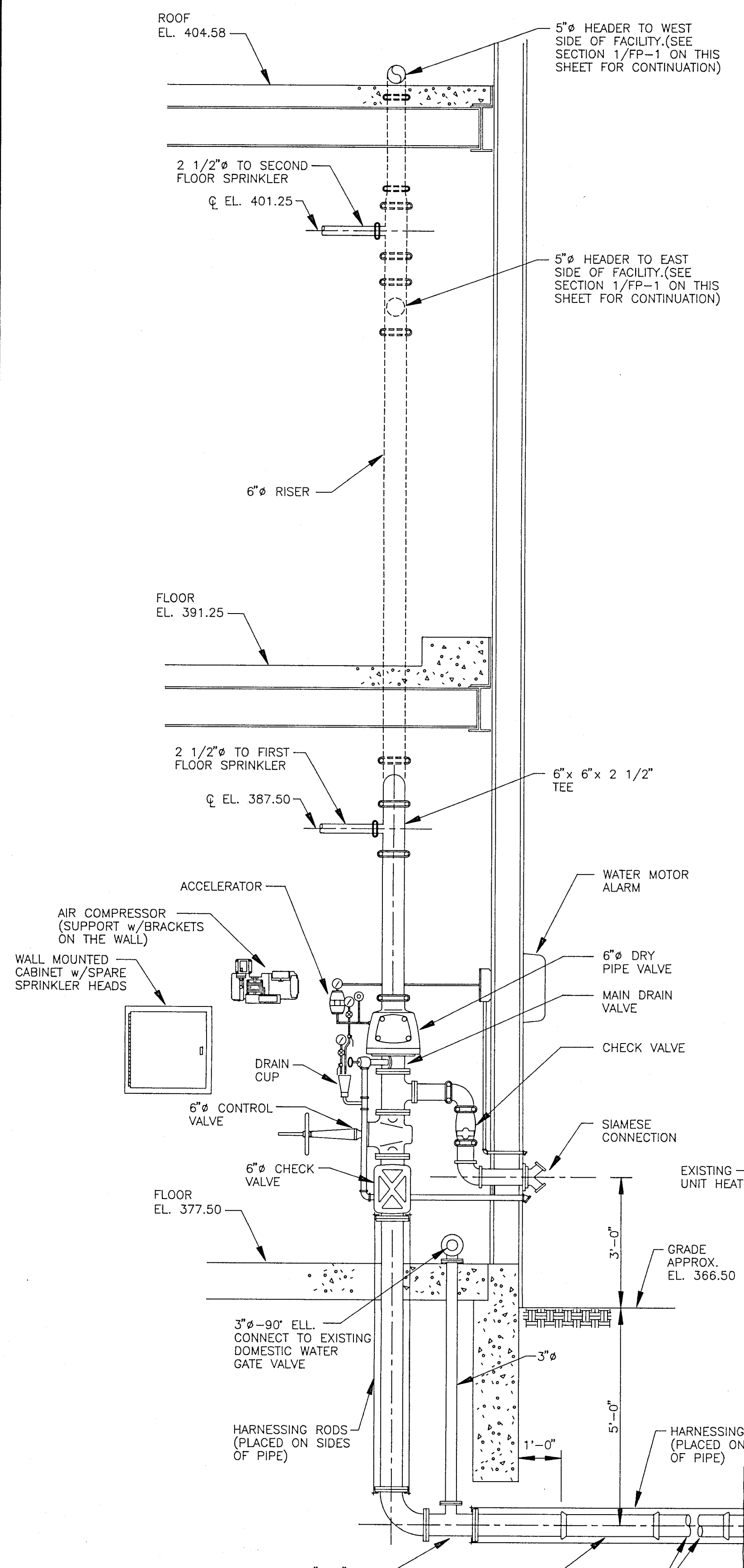
FP-1



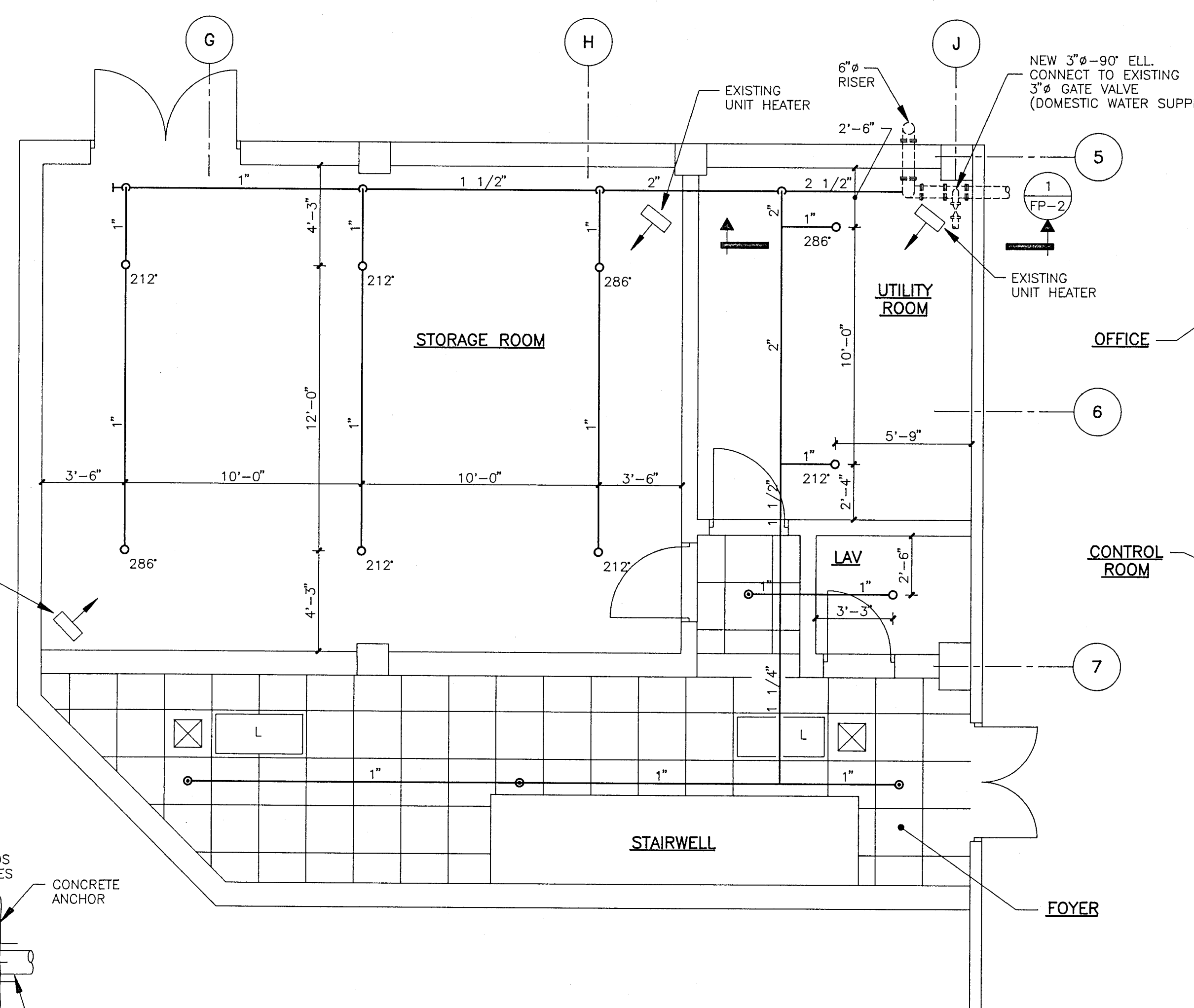
SECTION 1
SCALE: 1/8" = 1'-0"



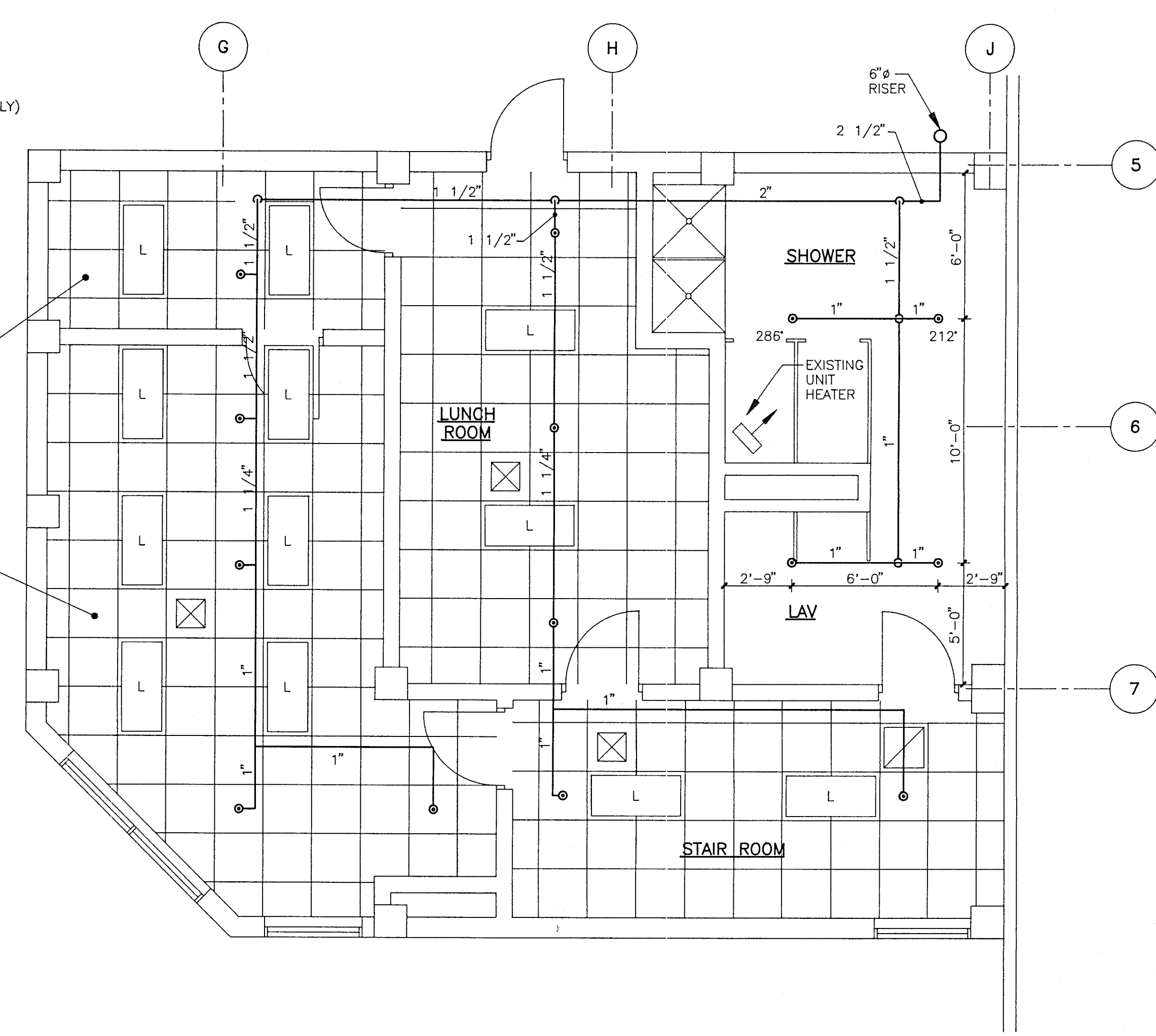
TEST CONNECTION DETAIL
NOT TO SCALE



SECTION 2
SCALE: 1/2" = 1'-0"

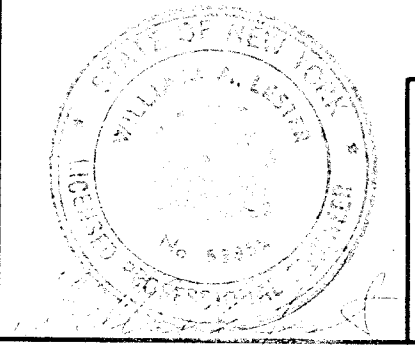


FIRST FLOOR REFLECTED CEILING PLAN
SCALE: 1/4" = 1'-0"



SECOND FLOOR REFLECTED CEILING PLAN
SCALE: 1/4" = 1'-0"

IT IS A VIOLATION OF LAW FOR ANY PERSON UNLESS HE IS ACTING UNDER THE SUPERVISION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.



In charge of *[Signature]*
Designed by *[Signature]* Checked by *[Signature]*
Made by *[Signature]*

| | | | | | |
|--------------|---|---|---|---|----|
| 1/8" = 1'-0" | 8 | 4 | 0 | 8 | 16 |
| 1/4" = 1'-0" | 2 | 0 | 2 | 4 | 6 |
| 1/2" = 1'-0" | 1 | 0 | 1 | 2 | 3 |

| NO. | DATE | REVISION | INIT. |
|-----|------|----------|-------|
| | | | |

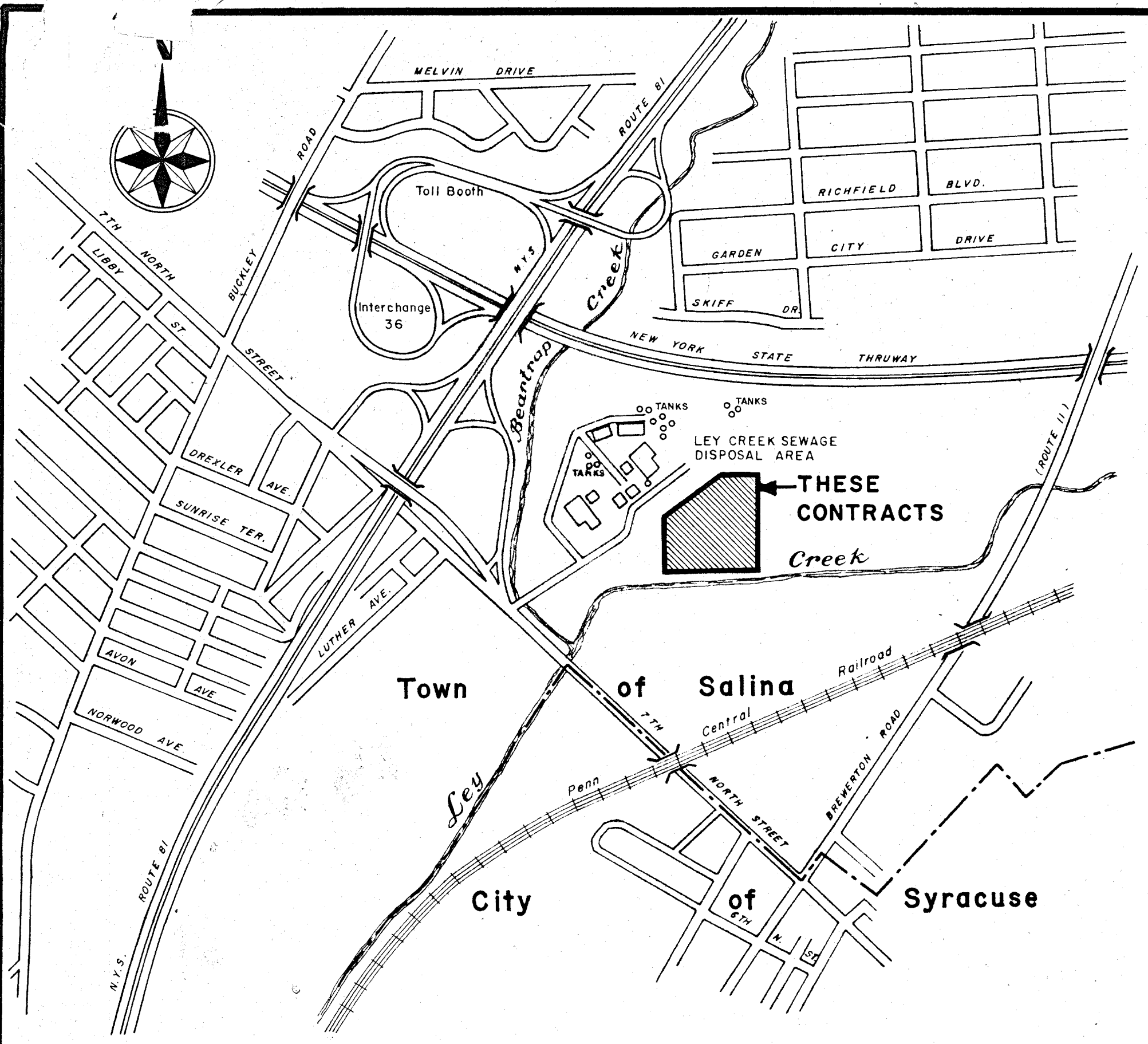


ONON. COUNTY RESOURCE RECOVERY AGENCY
LEY CREEK TRANSFER STATION
MODIFICATIONS

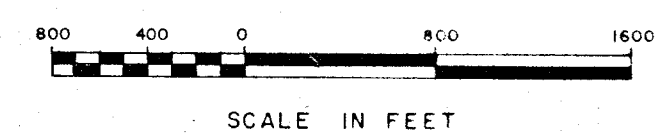
FIRE PROTECTION
PLANS & SECTION

FILE NO.
5129.001-12F
DATE
APRIL 1991

FP-2



LOCATION PLAN



COUNTY OF ONONDAGA

LEY CREEK SHREDDING PLANT

TOWN OF SALINA - ONONDAGA COUNTY, NEW YORK

CONTRACT NO. 5A — GENERAL

CONTRACT NO. 5B — ELECTRICAL

CONTRACT NO. 5C — HEATING & VENTILATING

CONTRACT NO. 5D — PLUMBING

LIST OF DRAWINGS

| SHEET NO. | DESCRIPTION | FILE NO. | SHEET NO. | DESCRIPTION | FILE NO. |
|----------------------|---|-----------|----------------------------------|--|-----------|
| CONTRACT NO. 5A | | | CONTRACT NO. 5A (Cont.) | | |
| - | Title Sheet | 55.29-27F | S-15 | Structural Steel Building-Plan & Schedules | 55.29-87F |
| L-1 | Location Plan | 55.29-63F | S-20 | Structural Steel Building-Elevations & Details | 55.29-88F |
| ARCHITECTURAL | | | ELECTRICAL | | |
| A-1 | Building Schematic | 55.29-33F | CONTRACT NO. 5B | | |
| A-2 | Building Sections | 55.29-34F | E-1 | Site Plan and Details | 55.29-71F |
| A-3 | Building Sections & Reflected Ceiling Plan | 55.29-35F | E-2 | Primary Service Plan | 55.29-72F |
| A-4 | Plan - Office & Storage Area | 55.29-36F | E-3 | 480 Volt Distribution | 55.29-73F |
| A-5 | Plan - Control Room & Shop Area | 55.29-37F | E-4 | Panel Schedule | 55.29-74F |
| A-6 | Control Cab | 55.29-38F | E-5 | Conveyor Pit Plan | 55.29-75F |
| A-7 | Scale House & Miscellaneous Details | 55.29-39F | E-6 | Main Floor Plan South End | 55.29-76F |
| A-8 | Stair Detail | 55.29-40F | E-7 | Main Floor Plan North End | 55.29-77F |
| A-9 | Wall Sections | 55.29-41F | E-8 | Second Floor Plan | 55.29-78F |
| A-10 | Wall Sections | 55.29-42F | E-9 | Miscellaneous Details | 55.29-79F |
| A-11 | Schedules | 55.29-43F | E-10 | Miscellaneous Details | 55.29-80F |
| A-12 | Miscellaneous Details | 55.29-44F | E-11 | Elementary Diagrams | 55.29-81F |
| A-13 | Plan - Interior Wall Panel | 55.29-45F | E-12 | Interconnection Wiring Diagrams | 55.29-82F |
| A-14 | Elevations - Interior Wall Panel | 55.29-46F | HEATING & VENTILATING | | |
| STRUCTURAL | | | CONTRACT NO. 5C | | |
| S-1 | Plan - Pile Caps | 55.29-47F | HV-1 | Floor Plan | 55.29-83F |
| S-2 | Plan - Shredder Foundation & Conveyor Pit | 55.29-48F | HV-2 | Part. 1st and 2nd Floor Plans | 55.29-84F |
| S-3 | Sections - Conveyor Pit | 55.29-49F | HV-3 | Details | 55.29-85F |
| S-4 | Sections - Shredder Foundation | 55.29-50F | HV-4 | Details | 55.29-86F |
| S-5 | Stair & Miscellaneous Details | 55.29-51F | PLUMBING | | |
| S-6 | Plan - First Floor Beams & Walls | 55.29-52F | CONTRACT NO. 5D | | |
| S-7 | Anchor Bolt Layout & Details | 55.29-53F | P-1 | Site Plan | 55.29-66F |
| S-8 | First Floor Plan & Details | 55.29-54F | P-2 | Floor Plan | 55.29-67F |
| S-9 | Sections | 55.29-55F | P-3 | Floor Plan | 55.29-68F |
| S-10 | Sections | 55.29-56F | P-4 | Plans & Section | 55.29-69F |
| S-11 | Plan - Office, Motor Control & Storage Area | 55.29-57F | P-5 | Plans & Details | 55.29-70F |
| S-12 | General Notes & Details | 55.29-58F | | | |
| S-13 | Motor Control Stair & Misc. Details | 55.29-59F | | | |
| S-14 | Miscellaneous Details | 55.29-60F | | | |
| S-15 | Interior Wall Panel Framing | 55.29-61F | | | |
| S-16 | Plan - Scale Pit & Scale House | 55.29-62F | | | |
| S-17 | Sections - Scale Pit & Scale House | 55.29-63F | | | |
| S-18 | Plan & Sections - Fuel Station | 55.29-64F | | | |

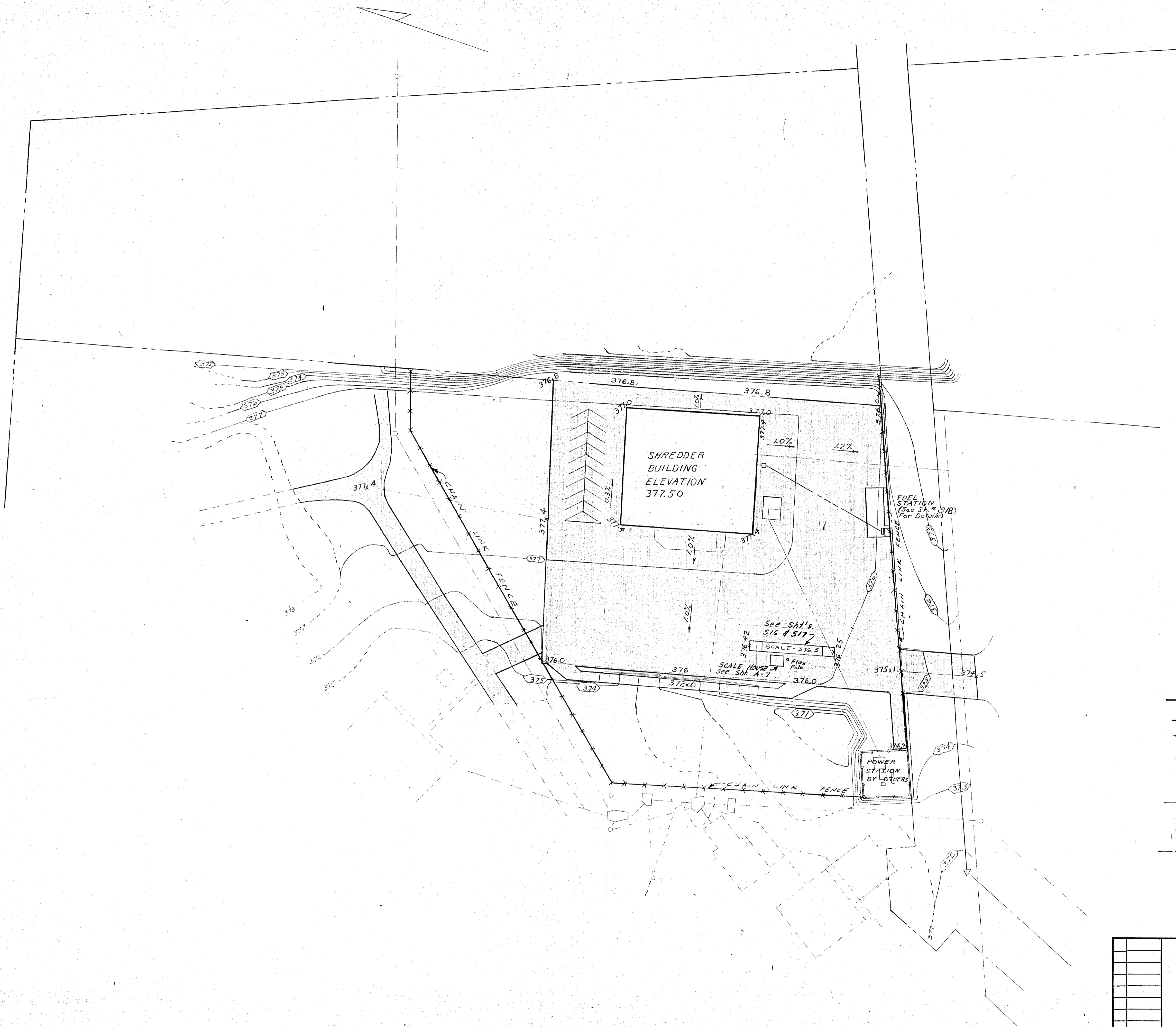
1974

BARTON BROWN CLYDE & LOGUIDICE, P.C.
 CONSULTING ENGINEERS & LAND SURVEYORS
 NORTH SYRACUSE, NEW YORK

Frank R. Loguidice

APPROVED FOR THE
 COUNTY OF ONONDAGA

JOHN H. MULROY
 County Executive



LEGEND

- *---*---*--- PROPOSED FENCE
- o---o---o---o--- EXISTING FENCE OR PROPOSED FENCE BY OTHERS
- (374)--- PROPOSED CONTOURS (EXISTING ELEVATIONS ARE SIX INCHES BELOW PROPOSED CONTOURS)
- --- --- EXISTING CONTOURS
- --- --- PROPOSED UNDERGROUND ELECTRIC CONDUITS BY OTHERS
- --- --- LIMITS OF PROPOSED PAVING AREA
- o---o---o---o--- EXISTING SEWERS AND PROPOSED SEWERS BY OTHERS

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

COUNTY OF ONONDAGA
 LEY CREEK SHREDDING PLANT
 CONTRACT NO. 5A

LOCATION PLAN

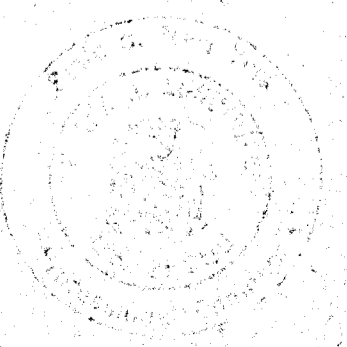
TOWN OF SALINA ONONDAGA CO., N.Y.

BARTON, BROWN, CLYDE & LOGUIDICE, P.C.
 CONSULTING ENGINEERS & LAND SURVEYORS
 NORTH SYRACUSE, NEW YORK

DATE: 5-15-74
 SCALE: 1" = 50'
 FILE NO.: 55.29-65 F

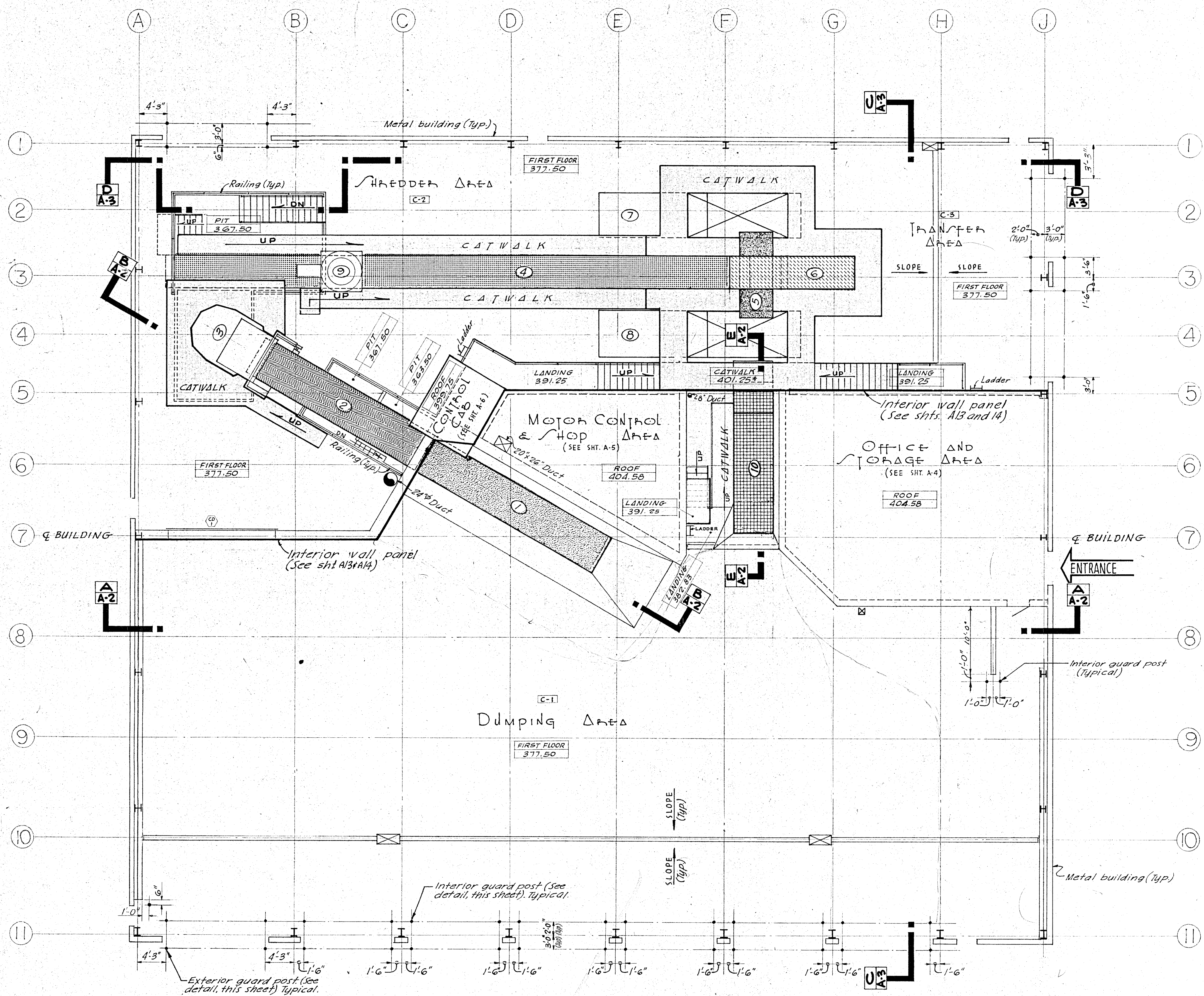
REVISIONS

Frank A. Loguidice



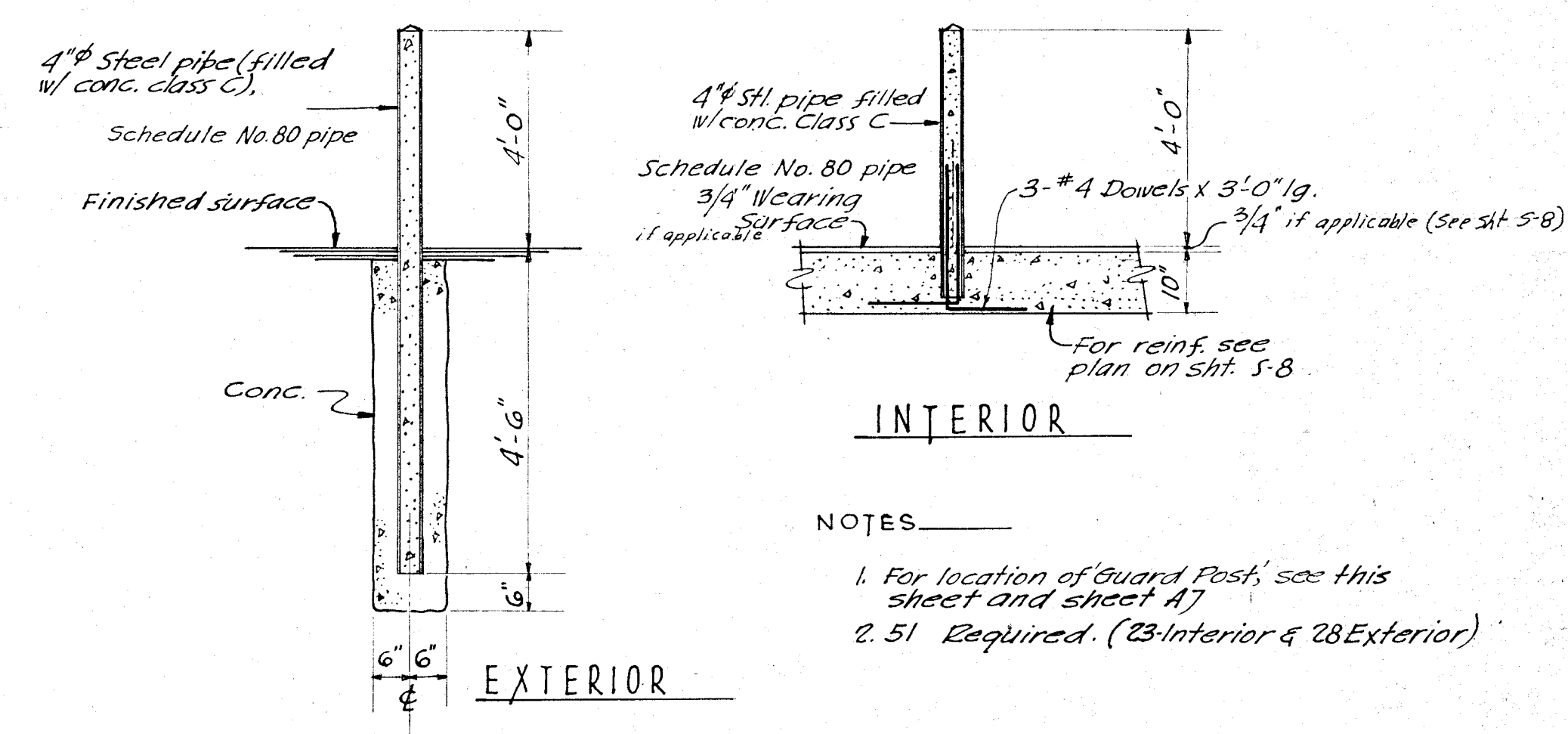
IN CHARGE OF: R.D.L.
 DESIGNED BY: R.F.B.
 DRAWN BY: R.F.B.
 CHECKED BY:

L-1



BUILDING PLAN

SCALE: 1/8" = 1'-0"



- NOTES**
1. For location of Guard Post, see this sheet and sheet A7
 2. 51 Required. (23 Interior & 28 Exterior)

| SHREDDING SYSTEM | |
|---|--------------------------------------|
| NO. | FURNISHED AND INSTALLED BY OTHERS |
| 1. | INPUT CONVEYOR N° 1 |
| 2. | INPUT CONVEYOR N° 2 |
| 3. | SHREDDER |
| 4. | DISCHARGE CONVEYOR |
| 5. | REVERSING CONVEYOR |
| 6. | MAGNETIC SEPARATOR |
| 7. | STATIONARY COMPACTOR N° 1 |
| 8. | STATIONARY COMPACTOR N° 2 |
| 9. | DUST COLLECTOR |
| FURNISHED AND INSTALLED UNDER THIS CONTRACT | |
| 10. | BY-PASS CONVEYOR W/ LAND'G & CATWALK |

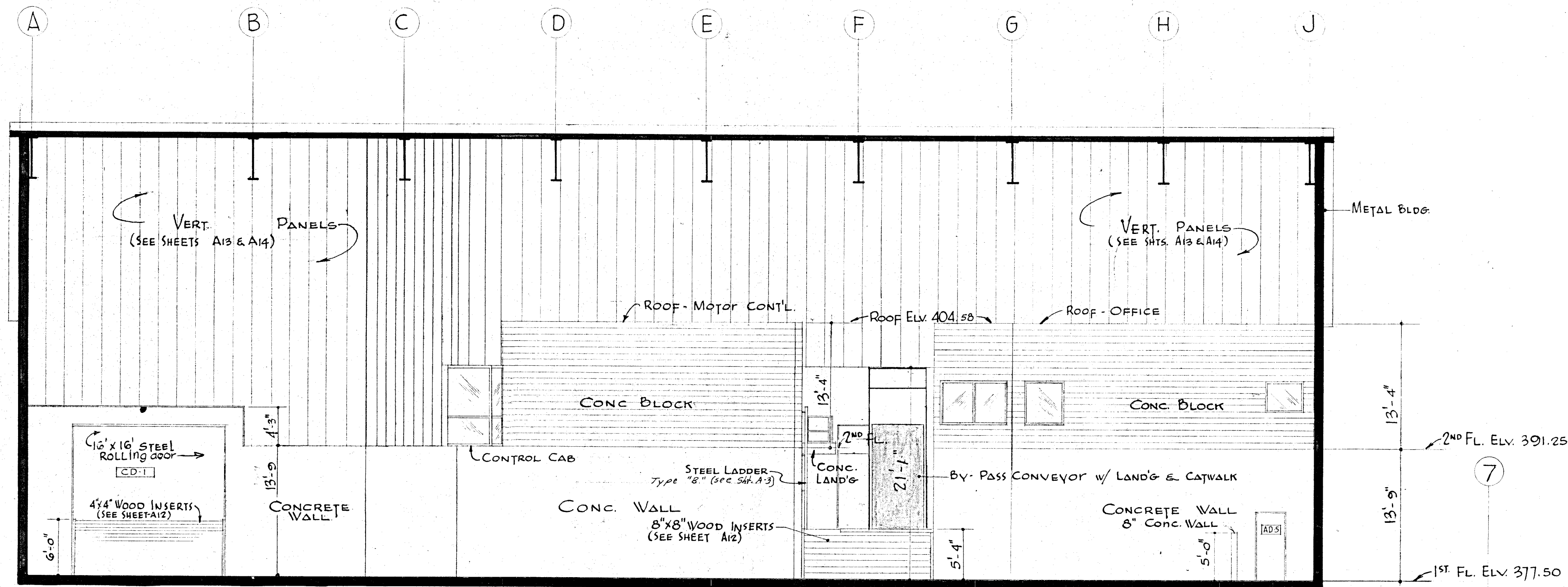
*Check Sops
Herd Senior
Lester Bergman
by 4/25/74*

* Elevation may Change; Contractor to verify with Engineer before construction of Motor Control Stair

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

IN CHARGE OF: P.D.L.
DESIGNED BY: R.M., J.B.K.
DRAWN BY: L.R.
CHECKED BY: *[Signature]*

| | | |
|--|-----------------------|-----------|
| COUNTY OF ONONDAGA | | |
| LEY CREEK SHREDDING PLANT | | |
| CONTRACT NO. 5A | | |
| BUILDING SCHEMATIC | | |
| TOWN OF SALINA | ONONDAGA COUNTY, N.Y. | |
| BARTON, BROWN, CLYDE & LOGUIDICE, P.C. | DATE: MAY 15, 1974 | |
| CONSULTING ENGINEERS & LAND SURVEYORS | SCALE: AS SHOWN | |
| NORTH SYRACUSE, NEW YORK | FILE NO.: 55-29-33F | |
| REVISIONS | <i>[Signature]</i> | A1 |

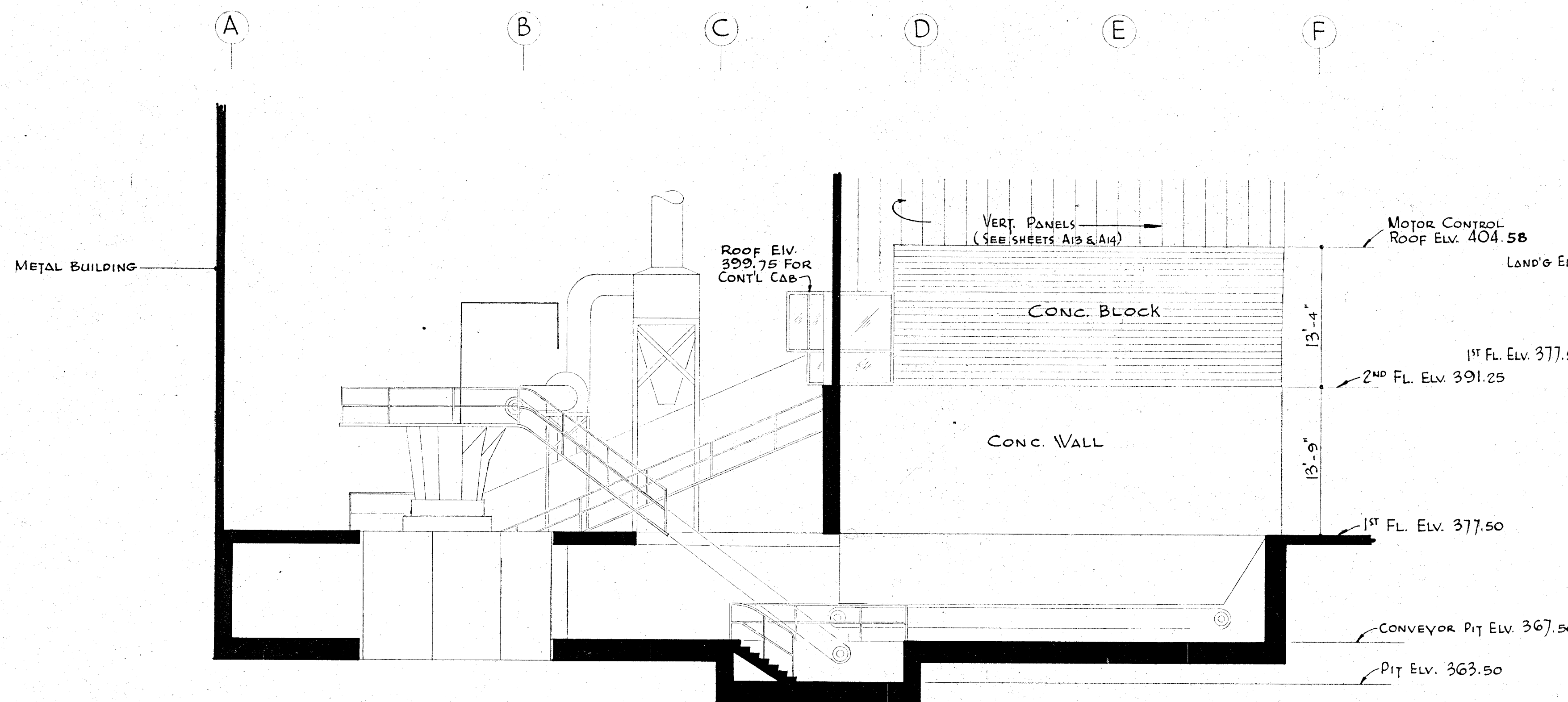


SECTION A-A

SCALE: 1/8" = 1'-0"

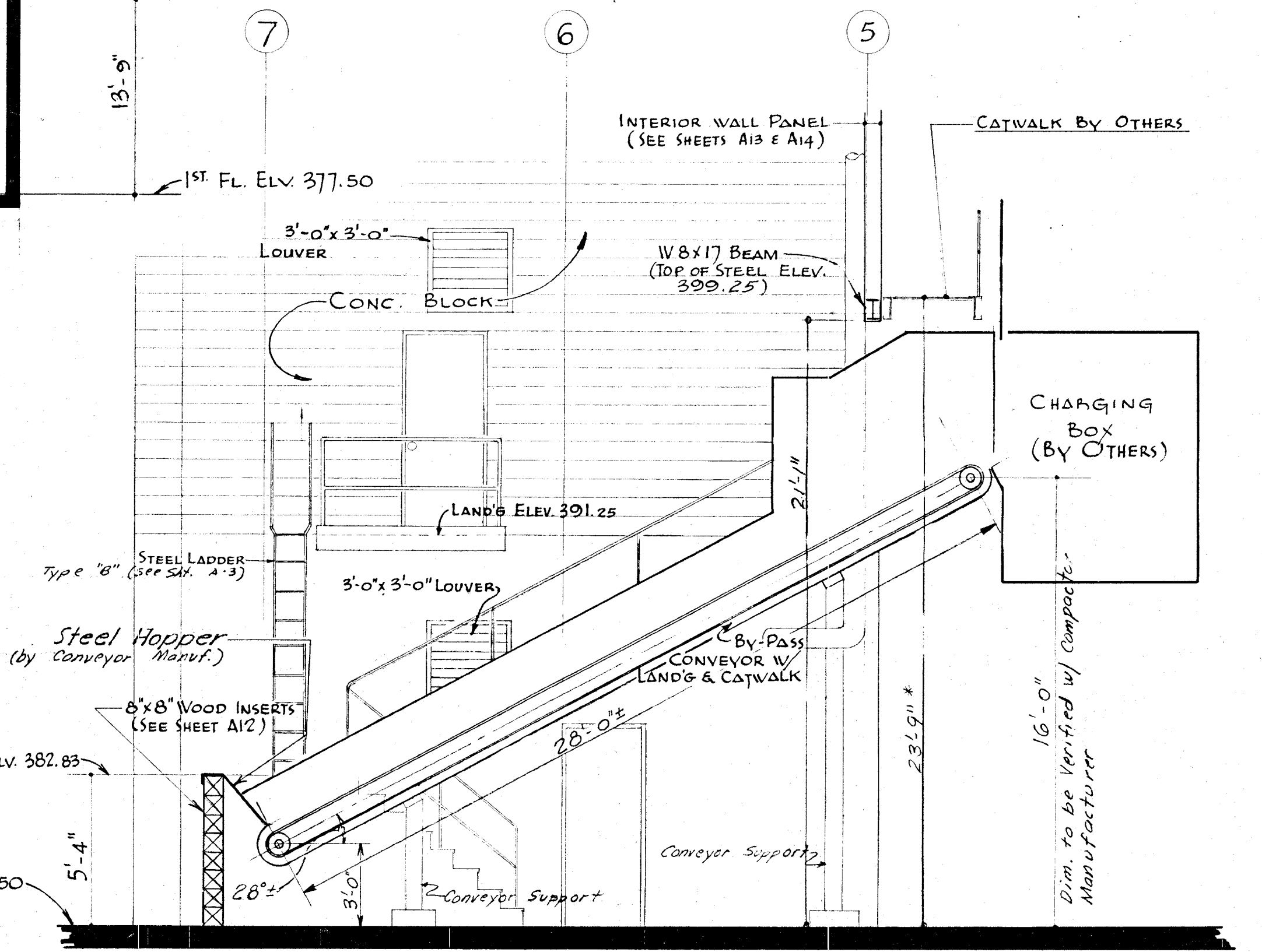
BY-PASS CONVEYOR DESCRIPTION

1. The By-Pass Conveyor shall consist of a 5' wide inclined steel pan conveyor of about 28°±. The \pm shaft distance (head to foot) shall be 28'-0"±.
2. Acceptable Manufacturers of the By-Pass Conveyor are Columbus Conveyor, Mayfran Inc., Maple City or approved equal.
3. Conveyor supplier to be responsible for all clearance dimensions.



SECTION B-B

SCALE: 1/8" = 1'-0"



SECTION E-E

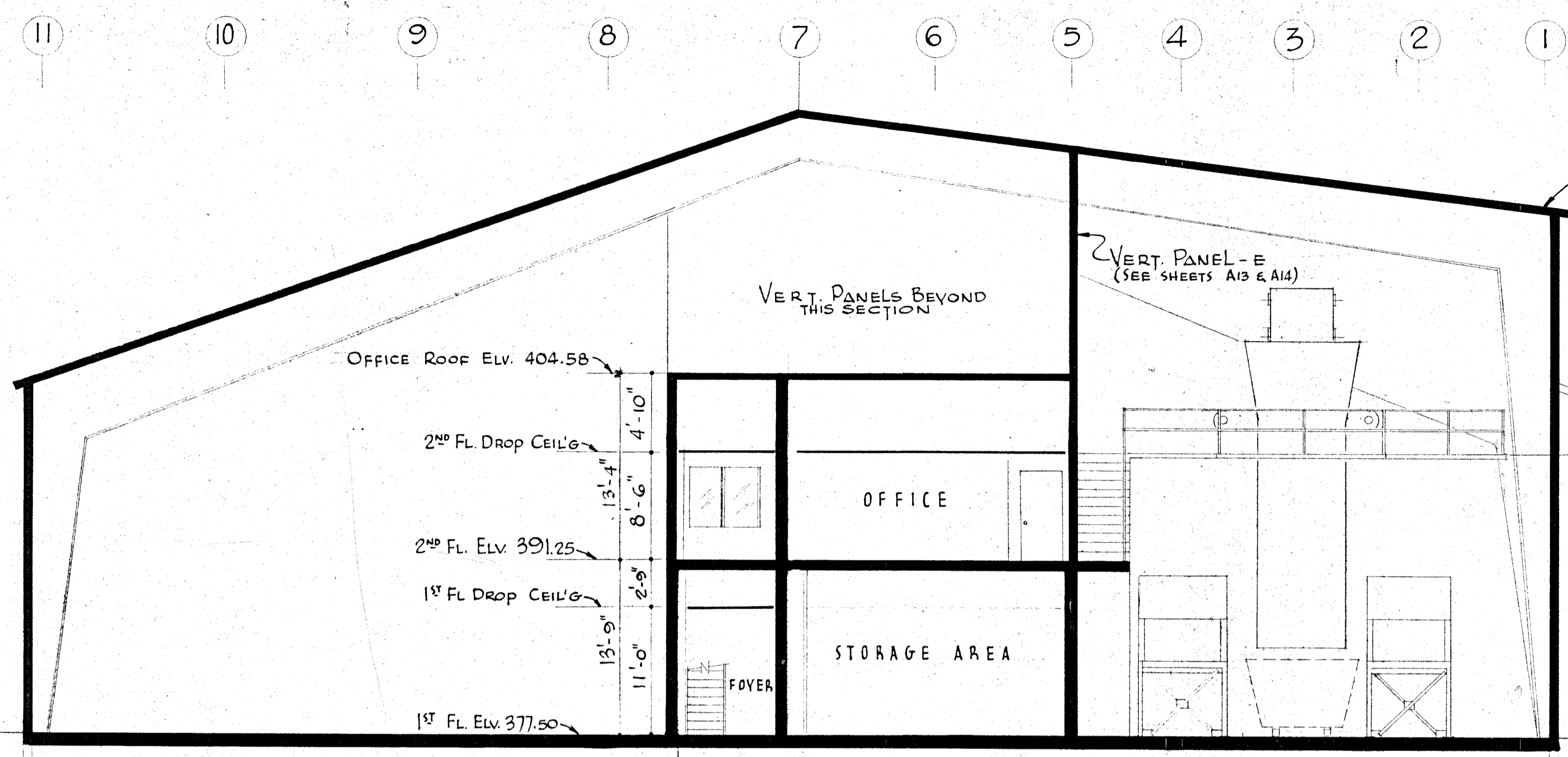
SCALE: 1/4" = 1'-0"

* Elevation may change; Contractor to verify with Engineer before construction of Motor Control Stair.

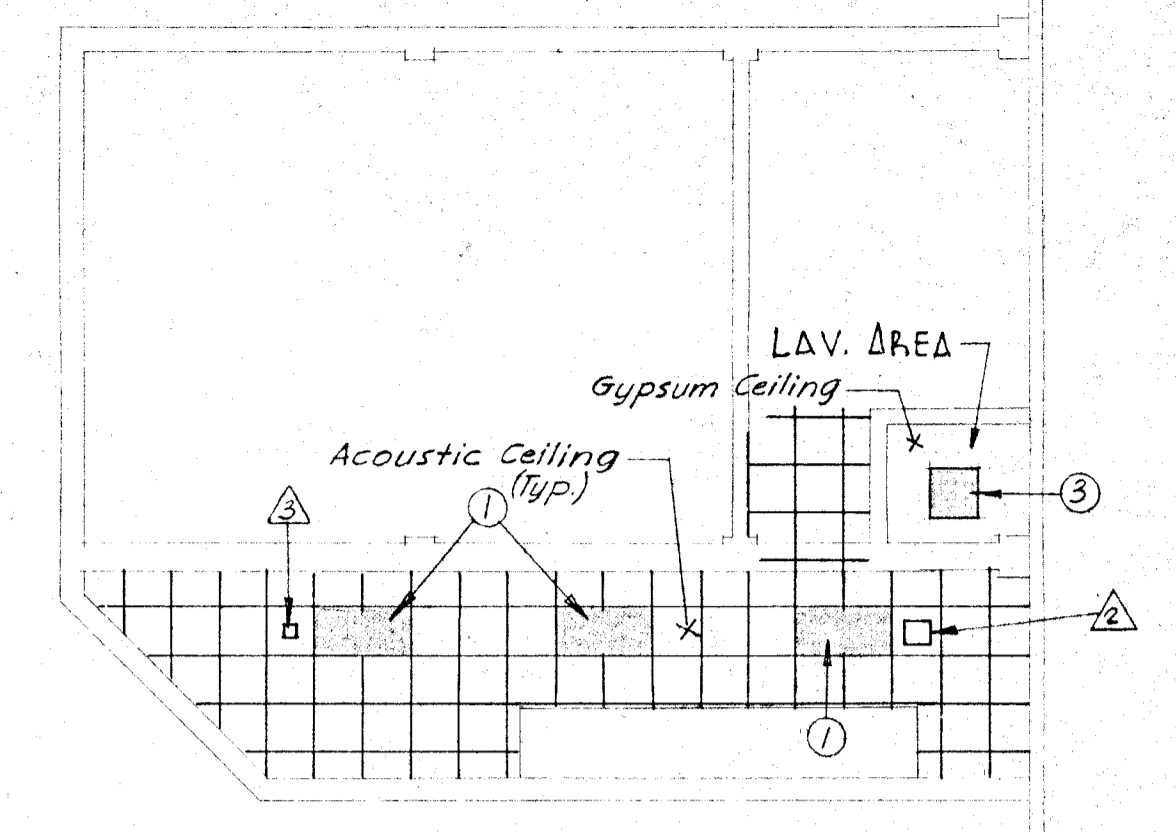
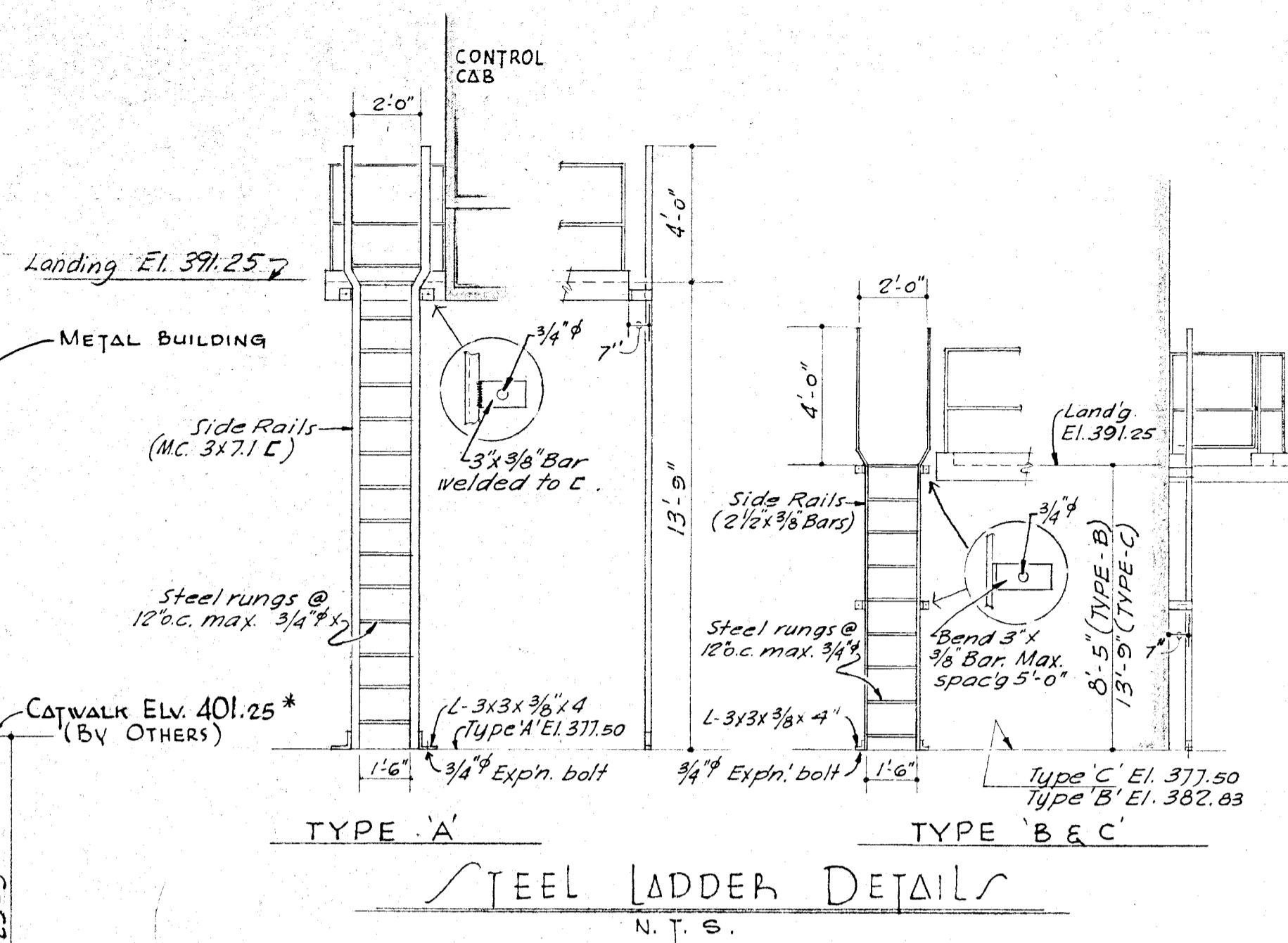
NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

IN CHARGE OF: P.D.L.
 DESIGNED BY: R.M., J.B.K.
 DRAWN BY: L.R.
 CHECKED BY: *[Signature]*

| | | |
|---|--------------------|--|
| COUNTY OF ONONDAGA LEY CREEK SHREDDING PLANT CONTRACT NO 5A BUILDING SECTIONS | | |
| TOWN OF SALINA ONONDAGA COUNTY, N.Y. | | |
| BARTON, BROWN, CLYDE & LOGUIDICE, P.C. CONSULTING ENGINEERS & LAND SURVEYORS NORTH SYRACUSE, NEW YORK | | DATE: MAY 15, 1974 SCALE: AS SHOWN FILE NO.: 55.29-34F |
| REVISIONS | <i>[Signature]</i> | A2 |

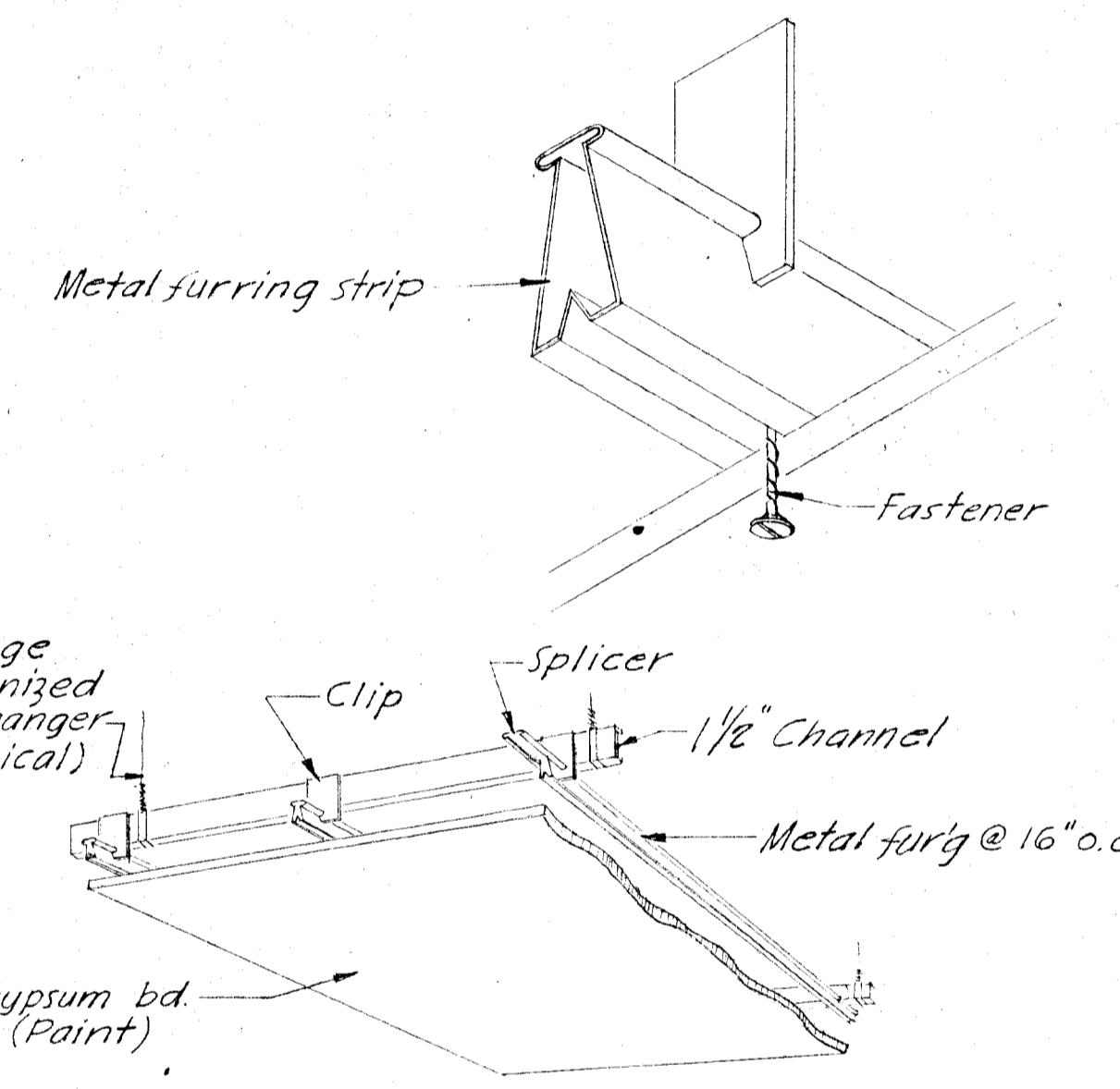


SECTION C-C
SCALE: 1/8" = 1'-0"

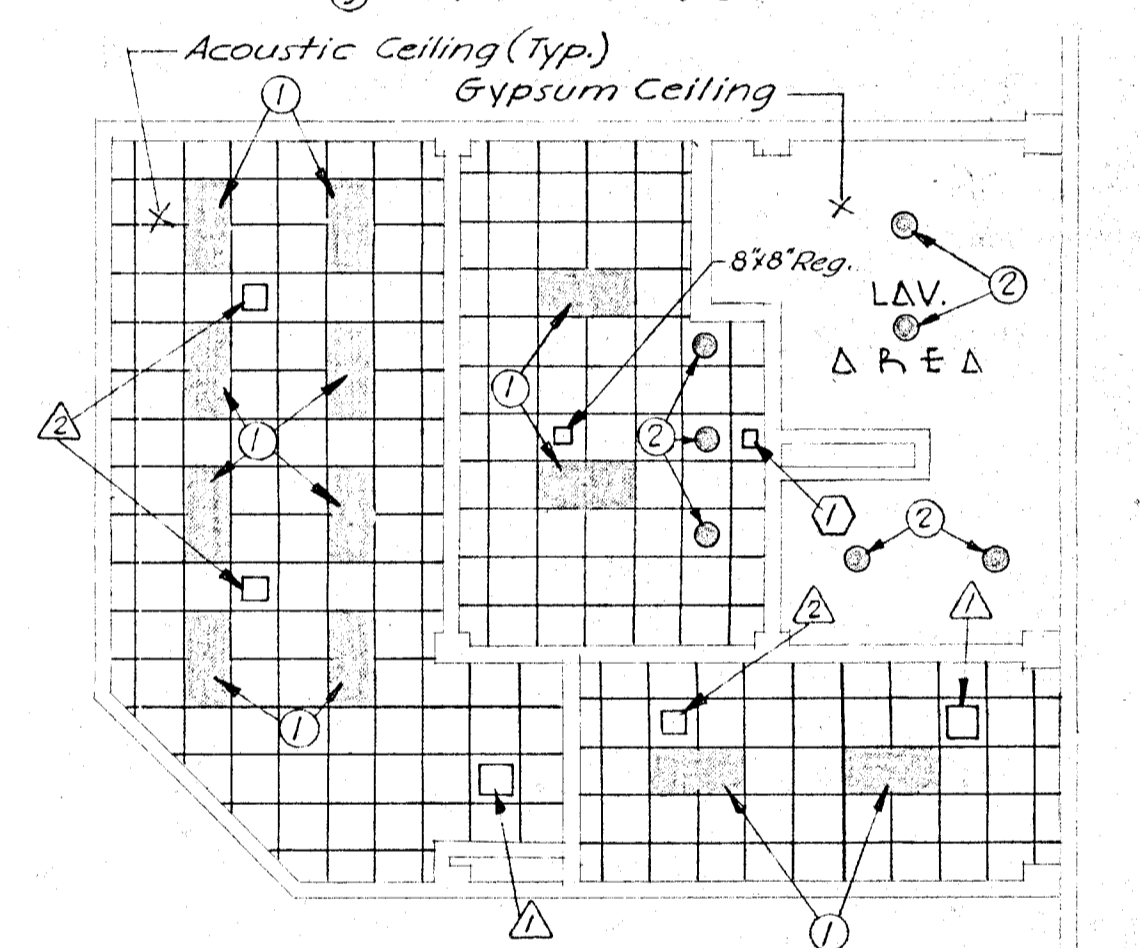


FIRST FLOOR GRID PLAN
(See note on this sheet.)

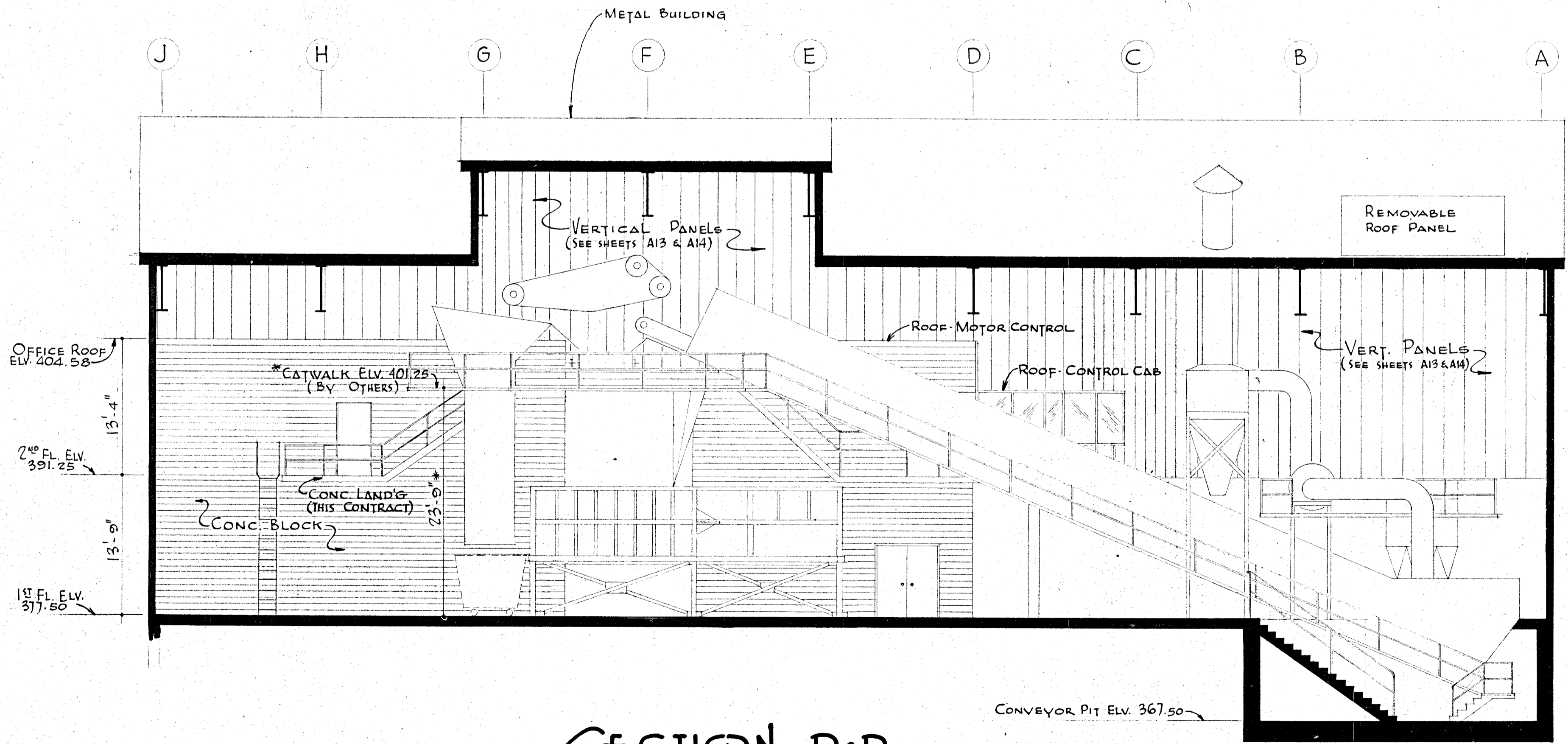
- CEILING OPENING**
- DIFFUSER**
- △ 26" x 16"
 - △ 12" x 12"
 - △ 6" x 6"
- GRILL**
- ① 8" x 10"
- LIGHTING (TYPICAL)**
- ① 24" x 48" FLUORESCENT
 - ② 9" DIA. INCANDESCENT
 - ③ 12" x 12" INCANDESCENT



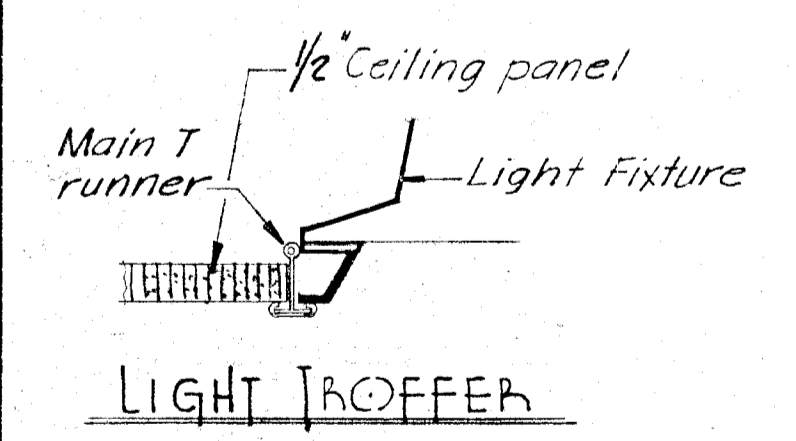
CEILING SUSPENSION FOR GYPSUM WALLBOARD CEILING
NOTE: Gypsum Ceiling in Lav. areas only



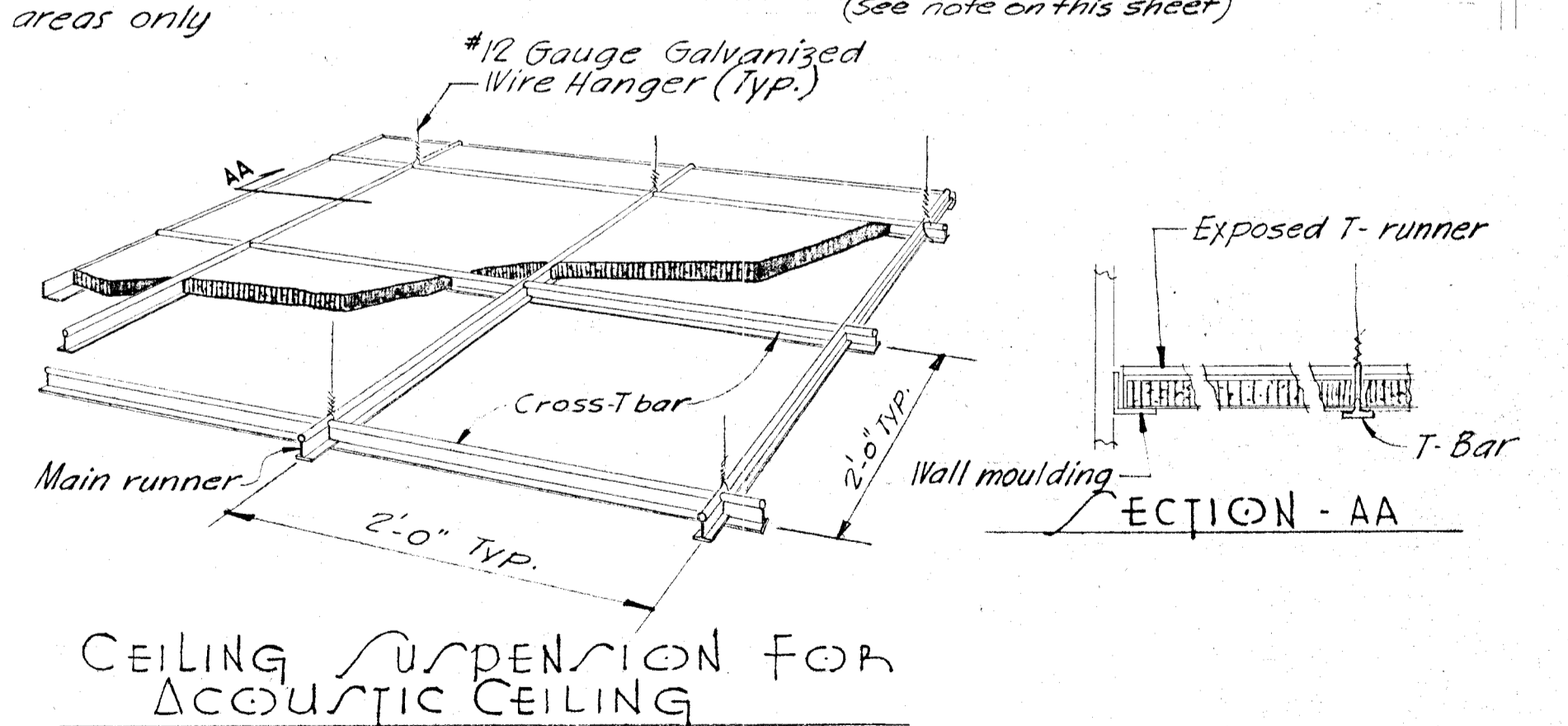
SECOND FLOOR GRID PLAN
(See note on this sheet.)



SECTION D-D
SCALE: 1/8" = 1'-0"



LIGHT TROFFER



CEILING SUSPENSION FOR ACOUSTIC CEILING

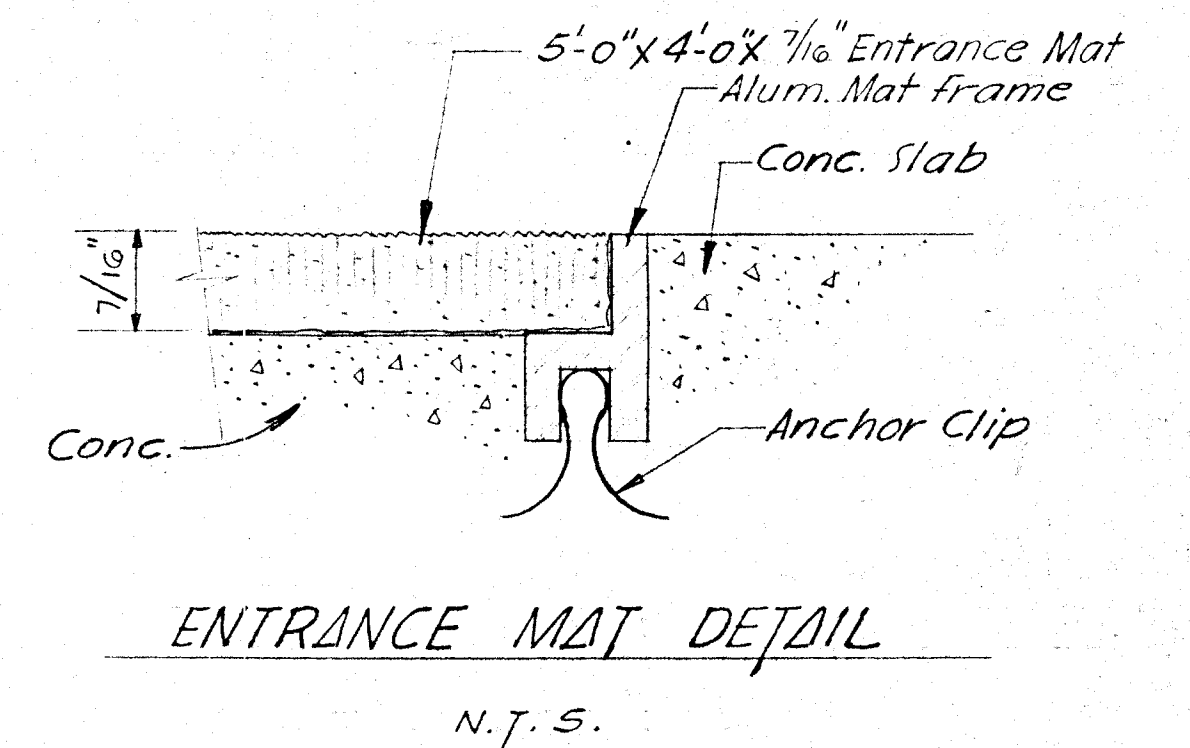
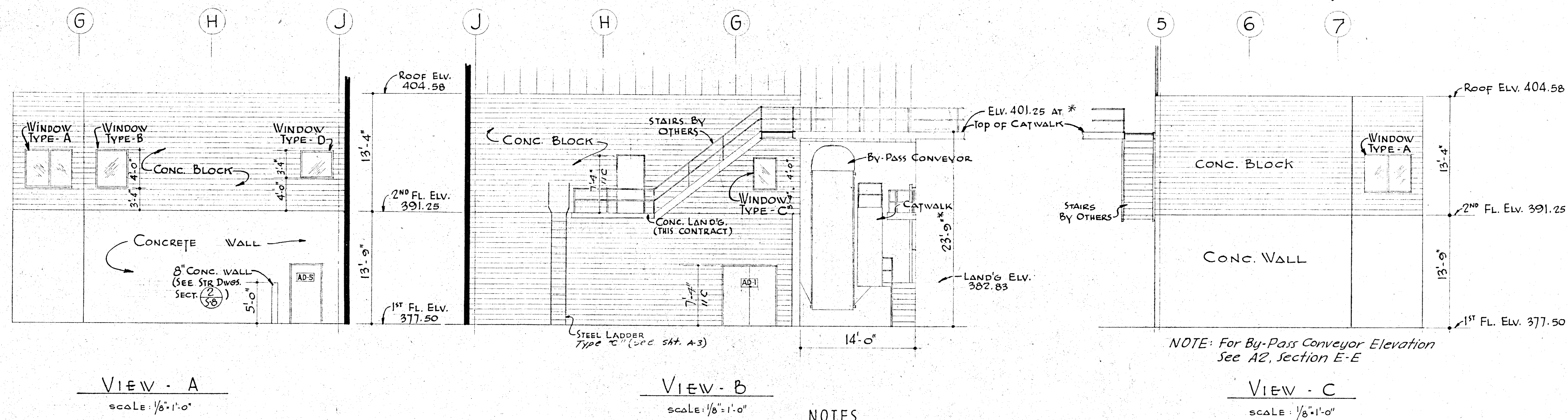
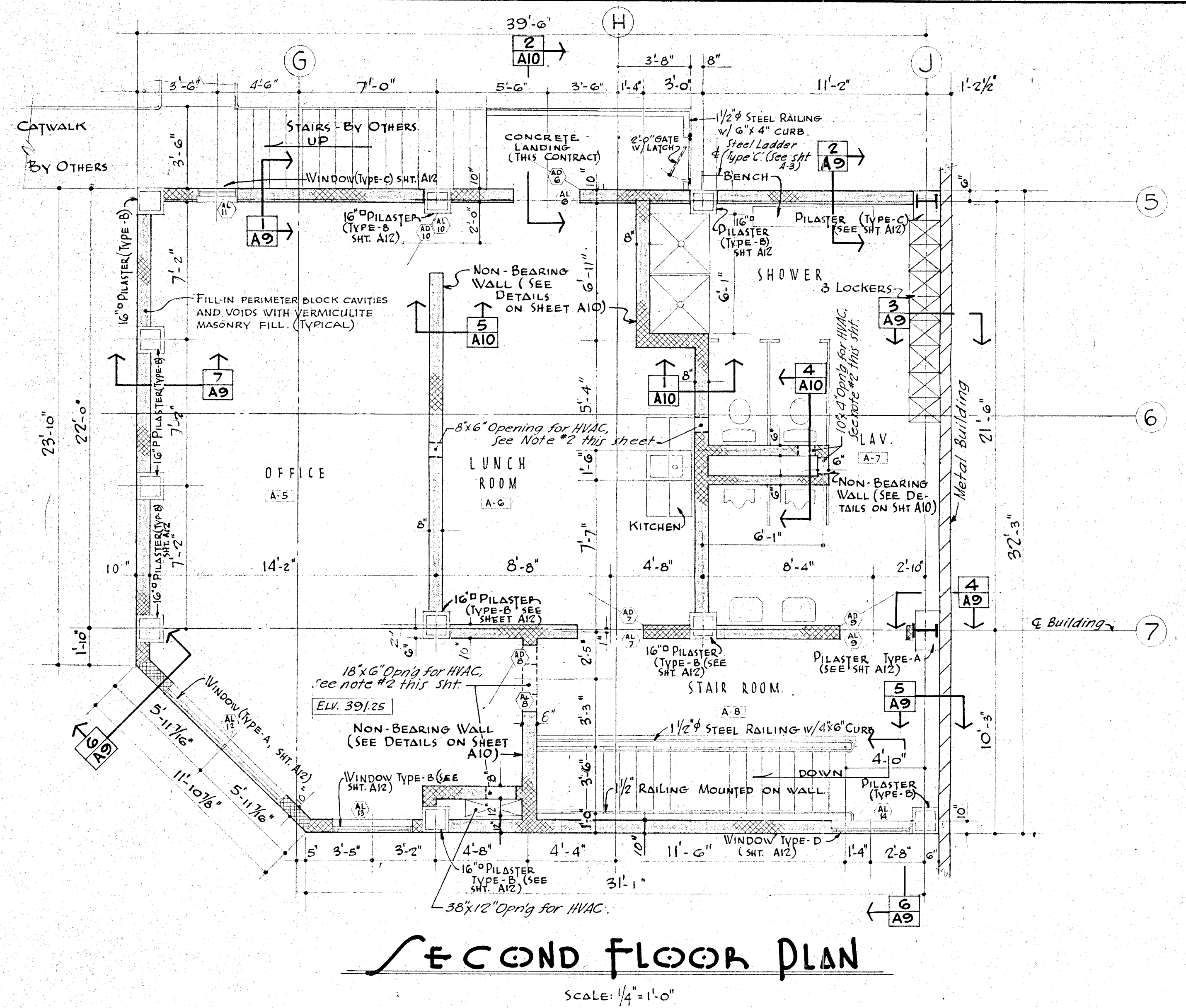
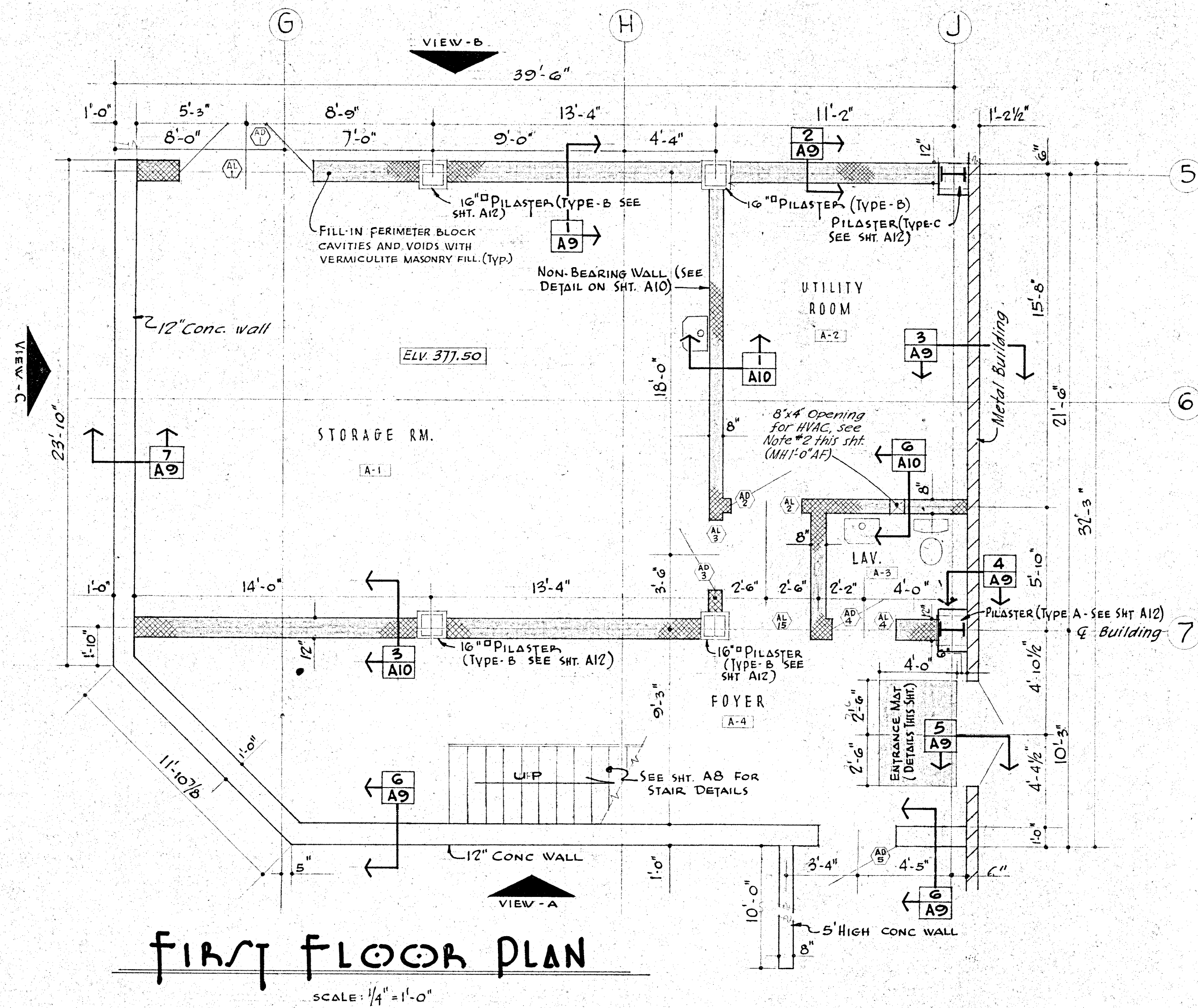
NOTE: Frame all ceiling openings as required to accommodate HVAC, Electrical, & other work that penetrate the finished ceiling as shown or directed.

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

IN CHARGE OF: P.D.L.
DESIGNED BY: R.M., J.B.K.
DRAWN BY: L.R.
CHECKED BY: [Signature]

* Elevation may change; Contractor to verify with Engineer before construction of Motor Control Stair.

| | | |
|---|-----------------------|---------------------|
| COUNTY OF ONONDAGA | | |
| LEY CREEK SHREDDING PLANT | | |
| CONTRACT NO. 5A | | |
| BUILDING SECTIONS & REFLECTED CEILING PLAN | | |
| TOWN OF SALINA | ONONDAGA COUNTY, N.Y. | |
| BARTON, BROWN, CLYDE & LOGUIDICE, P.C. | | DATE: MAY 15, 1974 |
| CONSULTING ENGINEERS & LAND SURVEYORS | | SCALE: AS SHOWN |
| NORTH SYRACUSE, NEW YORK | | FILE NO.: 55.29-35F |
| REVISIONS | | A3 |



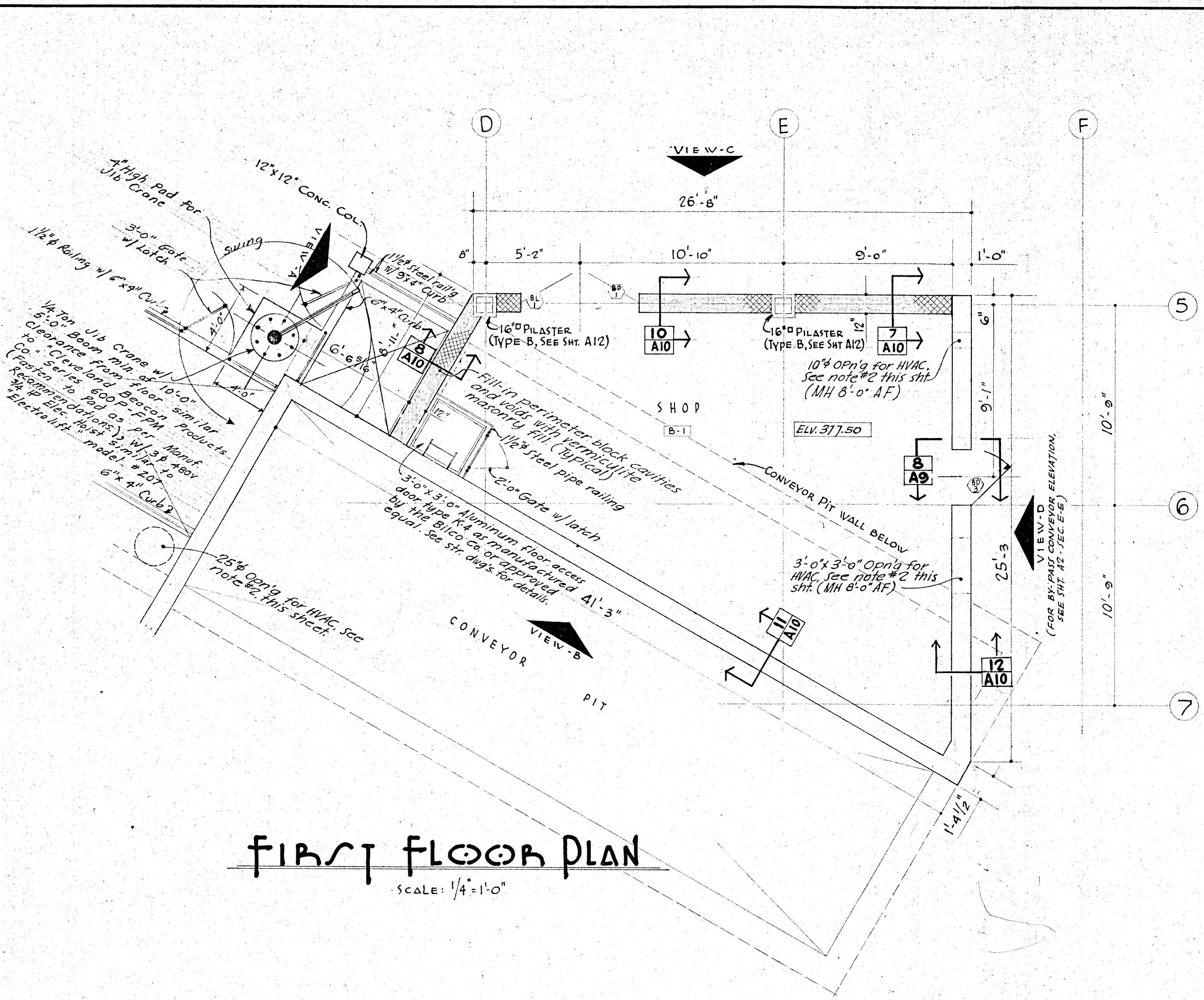
- NOTES**
1. Coordinate w/ plumbg contractor about size, location of castings, inserts, sleeves and other openings before pouring any concrete or placing any wall.
 2. Coordinate w/HVAC and Electrical contractor about size, location of inserts, sleeves and openings.
 3. See sht. A-12 for reinf. details around opng. for doors, windows, etc.

*Elevation may change; Contractor to verify with Engineer before construction of Motor Control Stair

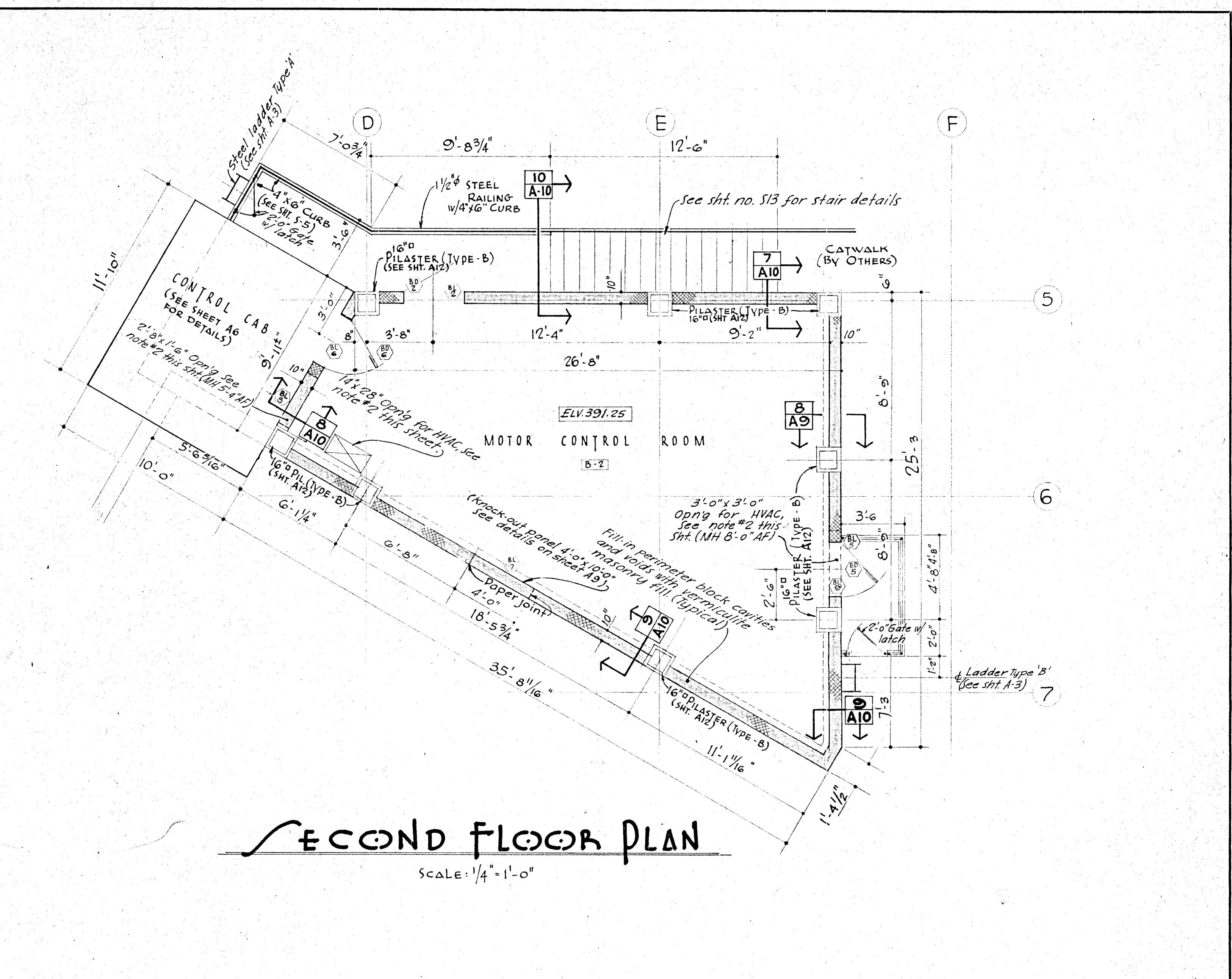
NOTE: For By-Pass Conveyor Elevation See A2, Section E-E

IN CHARGE OF: P.D.L.
DESIGNED BY: R.M., J.B.K.
DRAWN BY: L.R.
CHECKED BY: *[Signature]*

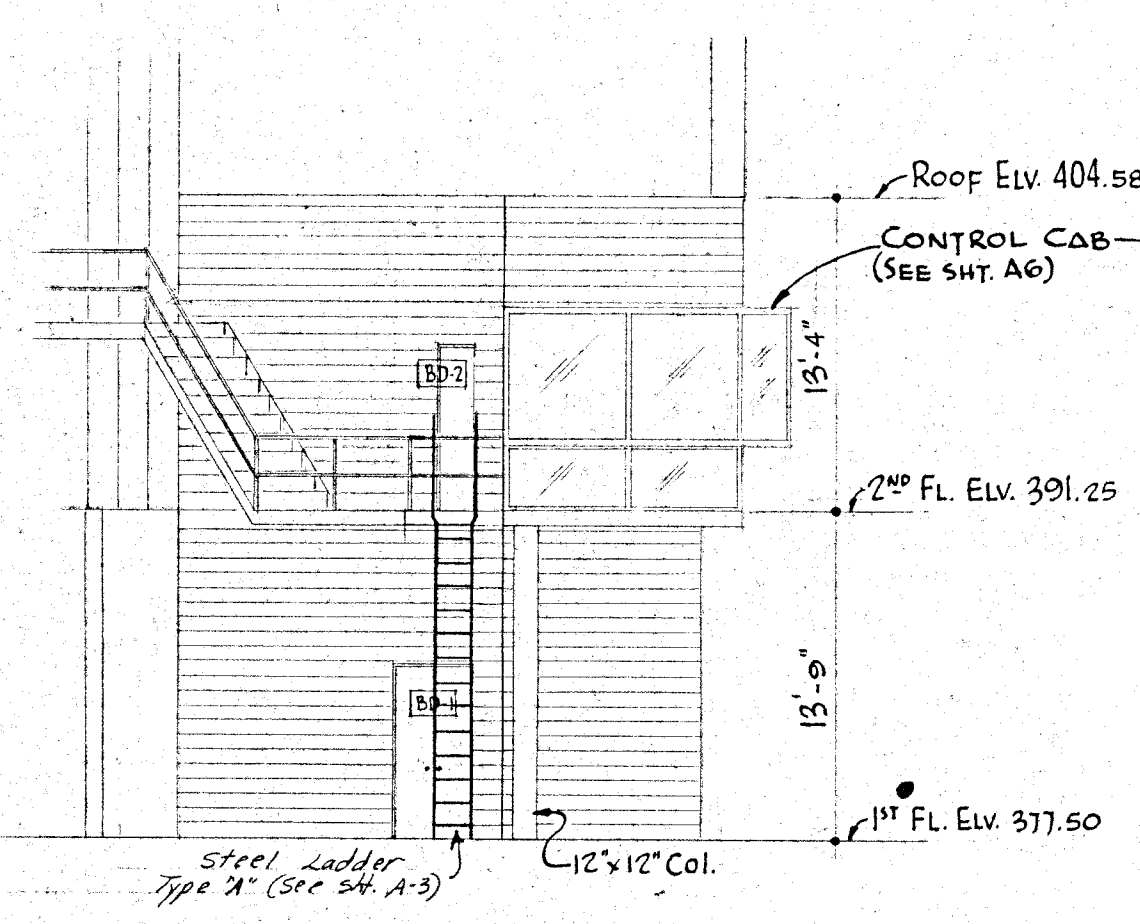
| | | |
|---|---|--|
| COUNTY OF ONONDAGA LEY CREEK SHREDDING PLANT CONTRACT NO. 5A PLAN OFFICE & STORAGE AREA | | |
| TOWN OF SALINA ONONDAGA COUNTY, N.Y. BARTON, BROWN, CLYDE & LOGUIDICE, P.C. CONSULTING ENGINEERS & LAND SURVEYORS NORTH SYRACUSE, NEW YORK <i>Frank W. Loguidice</i> | | |
| REVISIONS 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 | DATE: MAY 15, 1974 SCALE: AS SHOWN FILE NO: 55.29-36F | |



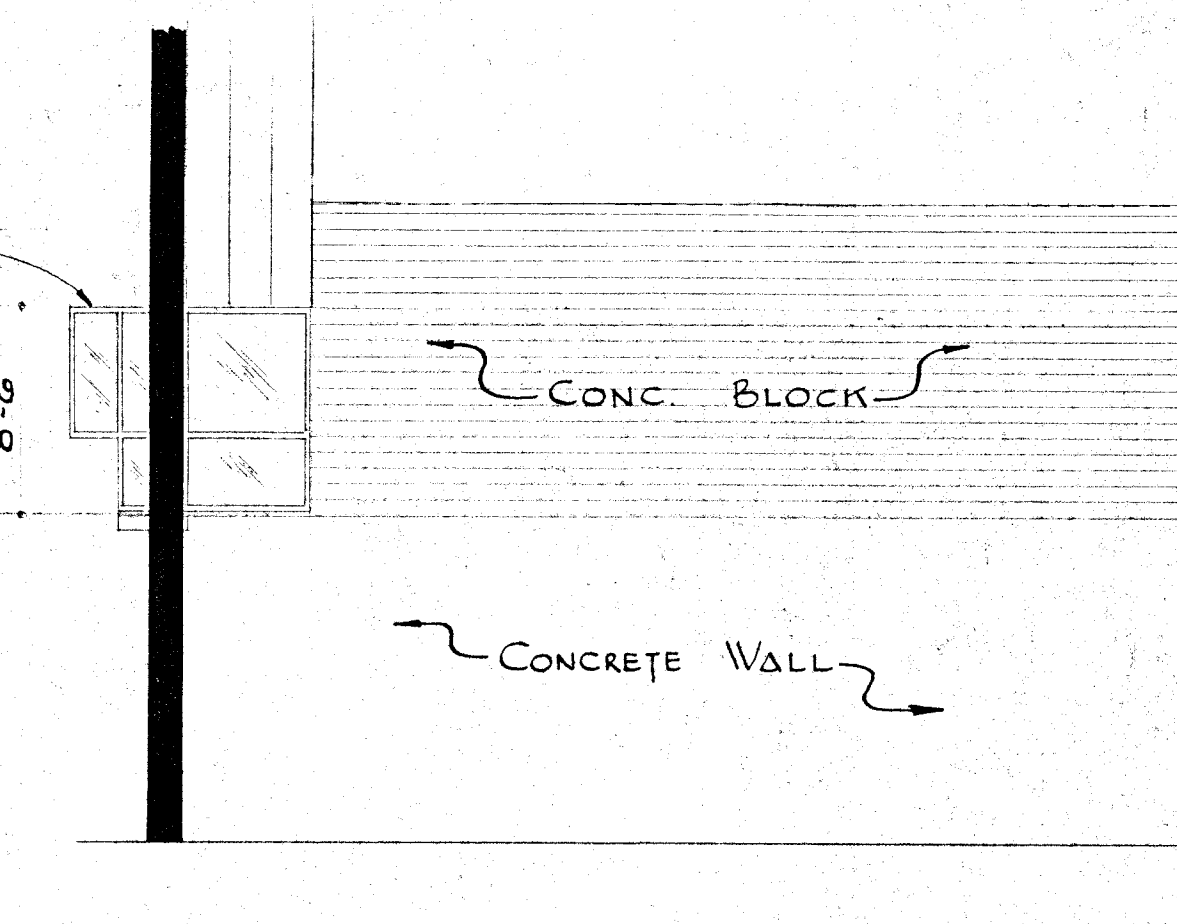
FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"



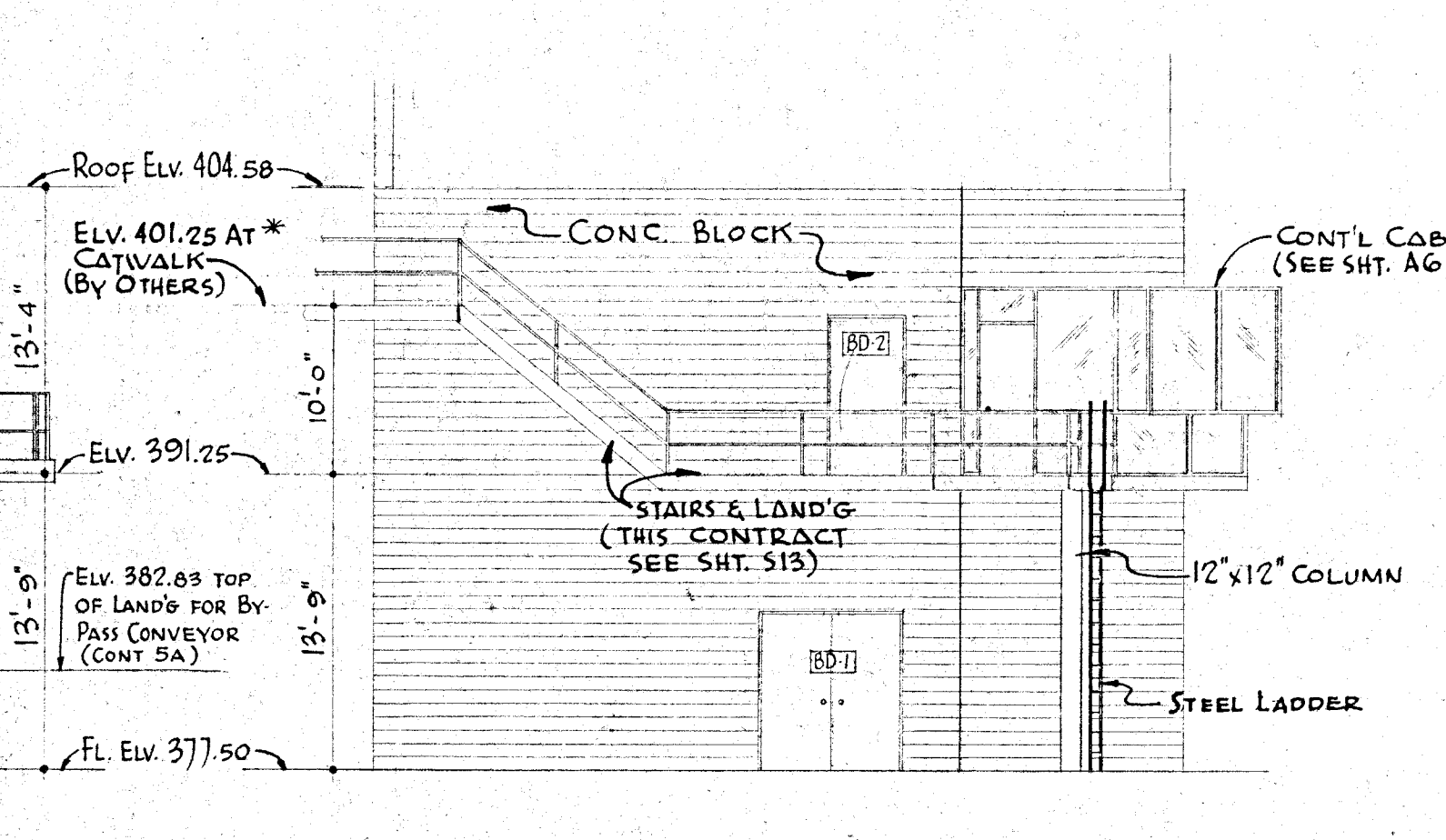
SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"



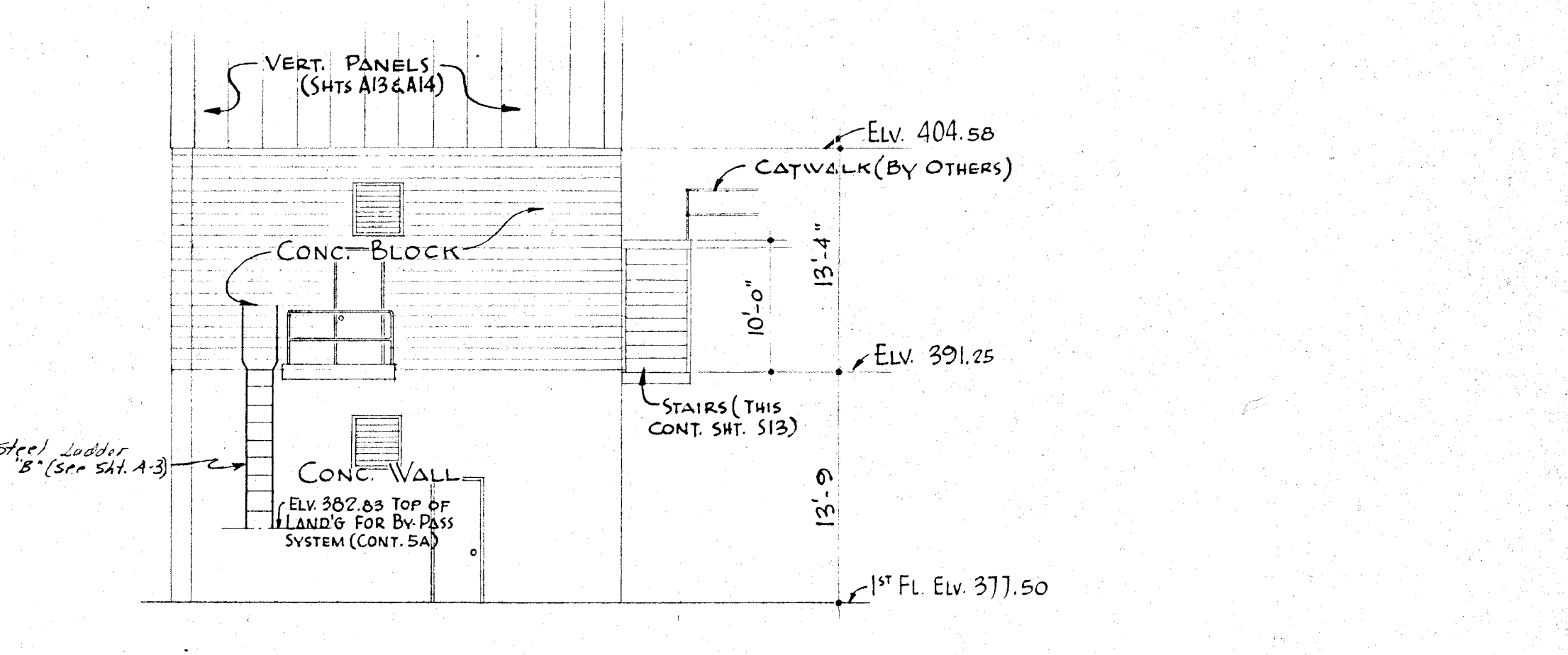
VIEW - A
SCALE: 1/8" = 1'-0"



VIEW - B
SCALE: 1/8" = 1'-0"



VIEW - C
SCALE: 1/8" = 1'-0"



VIEW - D
SCALE: 1/8" = 1'-0"

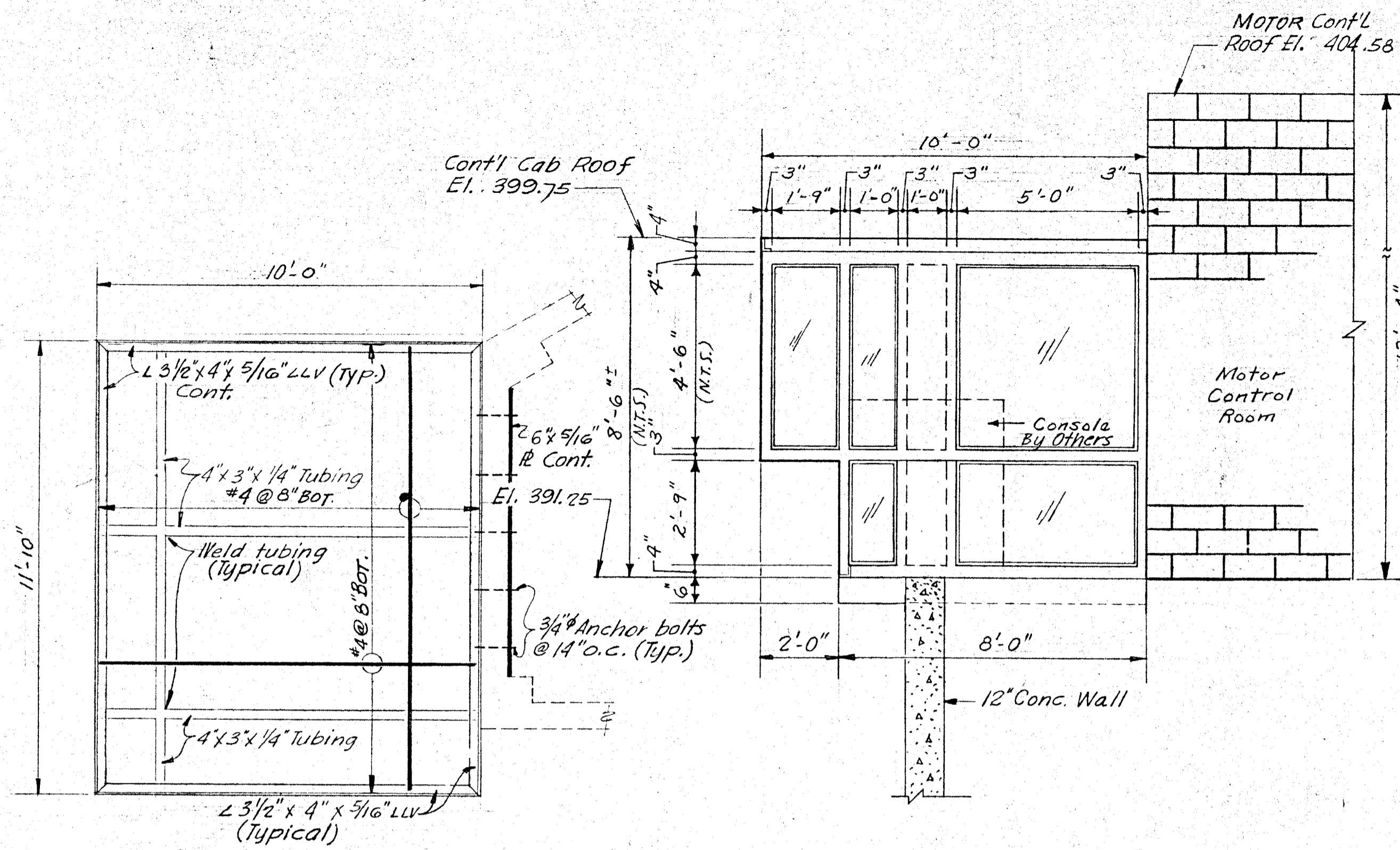
- NOTES**
- Coordinate with plumbing contractor about size, location of castings, inserts, sleeves, and other openings before pouring any concrete or placing any wall.
 - Coordinate with HVAC and Electrical contractor about size, location of inserts, sleeves and openings.
 - See sht A-12 for reinf. details around opngs for doors, windows, etc.

*Elevation may change; Contractor to verify with Engineer before construction of Meier Control Stair.

IN CHARGE OF: P.D.L.
DESIGNED BY: R.M., J.B.K.
DRAWN BY: L.R.
CHECKED BY: *[Signature]*

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

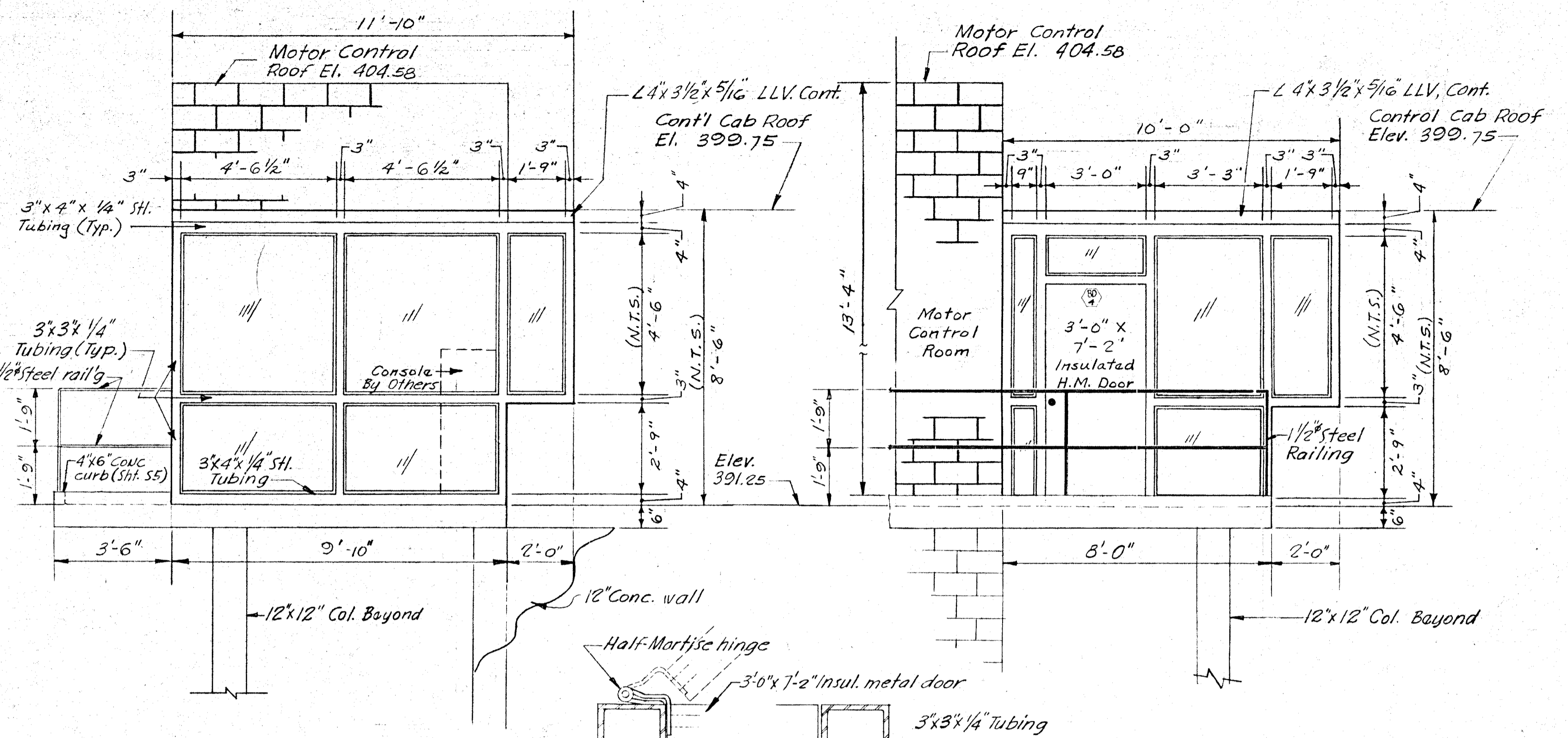
| | | |
|---|-----------|--|
| COUNTY OF ONONDAGA LEY CREEK SHREDDING PLANT CONTRACT NO. 5A PLAN CONTROL ROOM & SHOP AREA TOWN OF SALINA ONONDAGA COUNTY, N.Y. | | |
| BARTON, BROWN, CLYDE & LOGUIDICE, P.C. CONSULTING ENGINEERS & LAND SURVEYORS NORTH SYRACUSE, NEW YORK | | |
| DATE: MAY 15, 1974 SCALE: AS SHOWN FILE NO.: 55-29-37F | A5 | |



ROOF FRAMING PLAN

ELEVATION A

Scale: 3/8" = 1'-0"



ELEVATION B

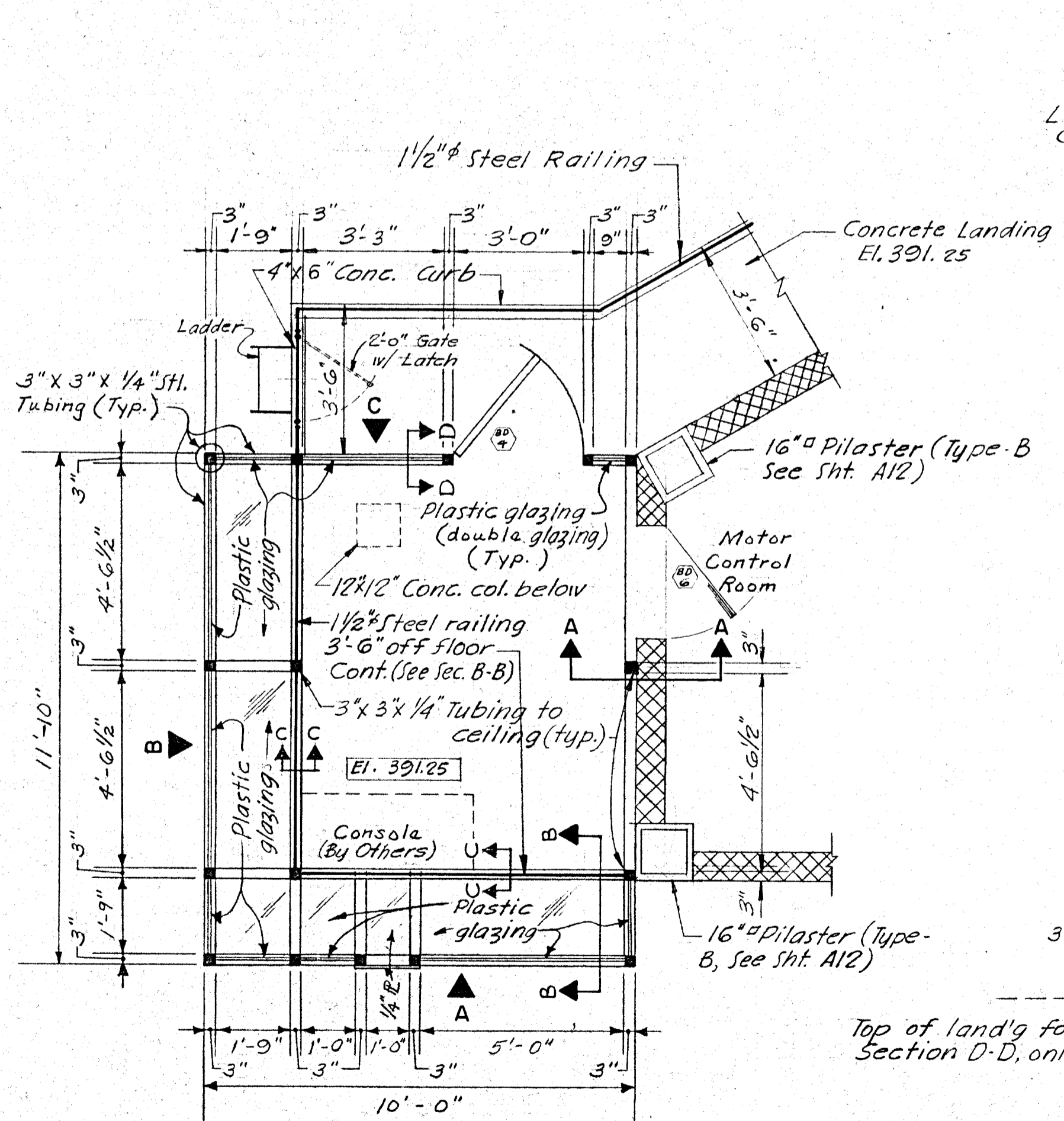
Scale: 3/8" = 1'-0"

ELEVATION C

Scale: 3/8" = 1'-0"

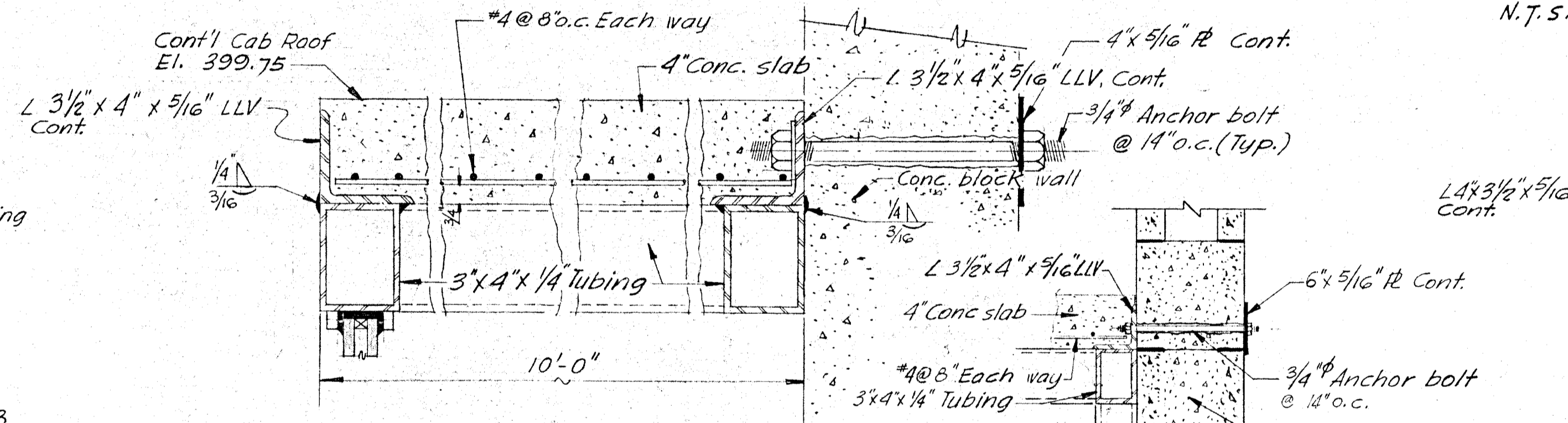
TYPICAL CONTR'L CAB DOOR SECTION

N.T.S.



PLAN - CONTROL CAB

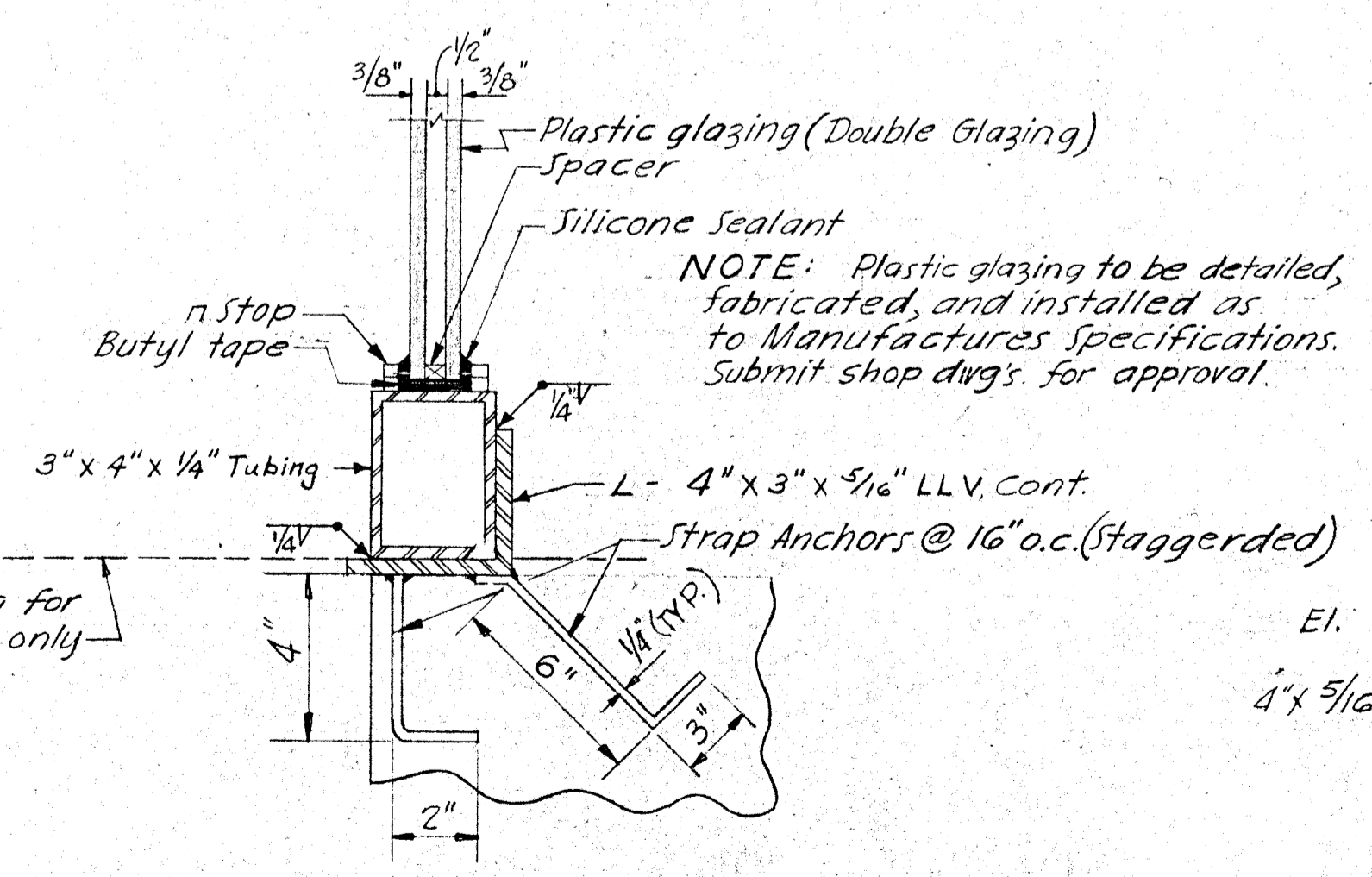
Scale: 3/8" = 1'-0"



TYPICAL CAB ROOF DETAIL

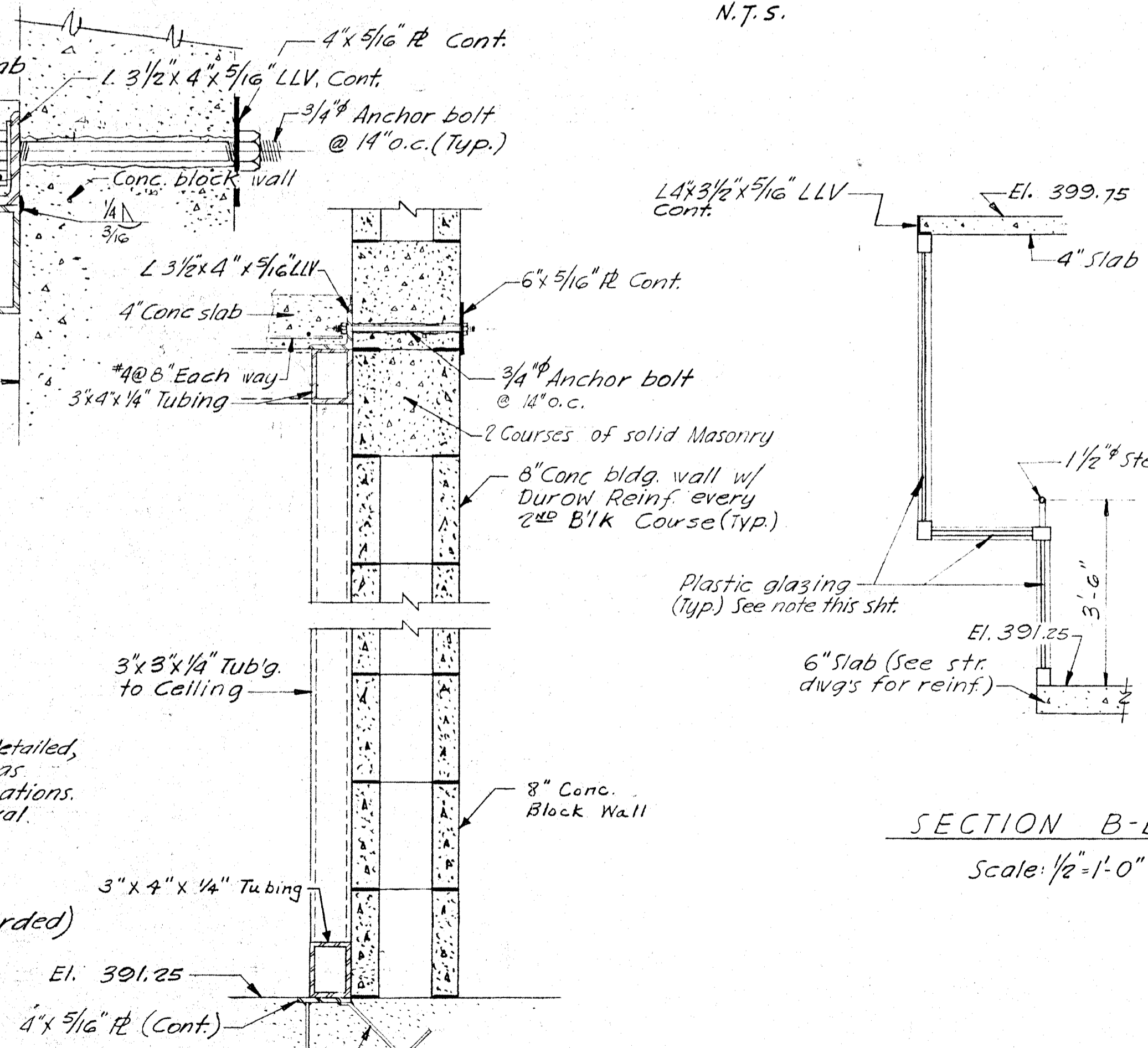
(See framing layout)

Not to Scale



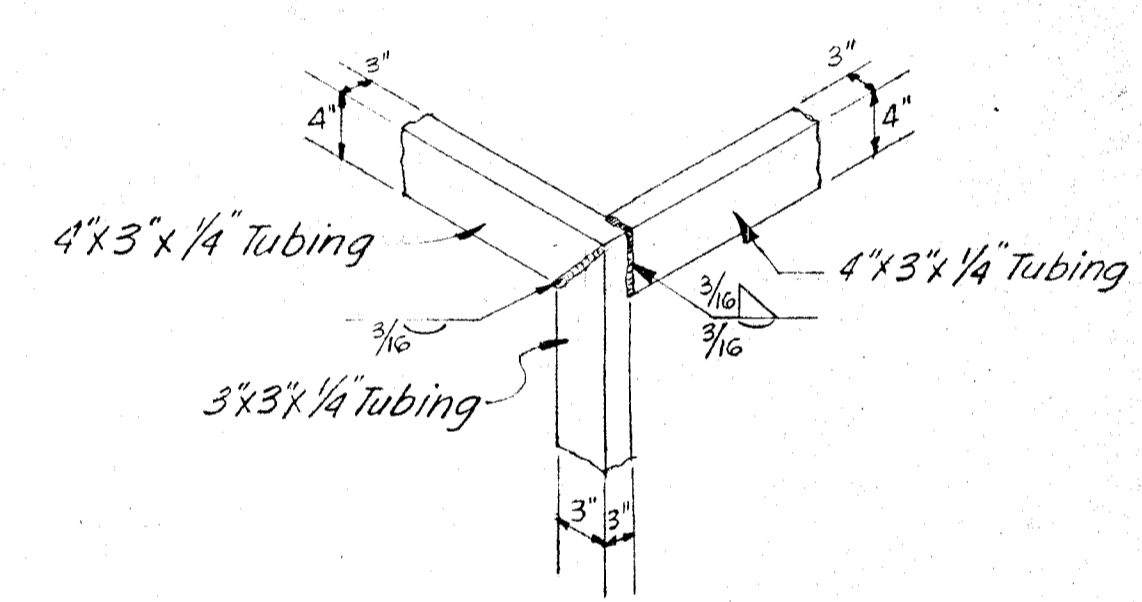
SECTION C-C & D-D

N.T.S.



SECTION A-A

Not To Scale



TYPICAL CORNER DETAIL OF CONTROL CAB FRAMING

N.T.S.

NOTES

- All Tube connections shall be fully welded (100% penetration)
- All exposed welds shall be ground smooth unless otherwise directed.
- Control Cab frame shall be shop assembled and shall receive a shop coat of MOBIL 13-R-54 primer or equal.

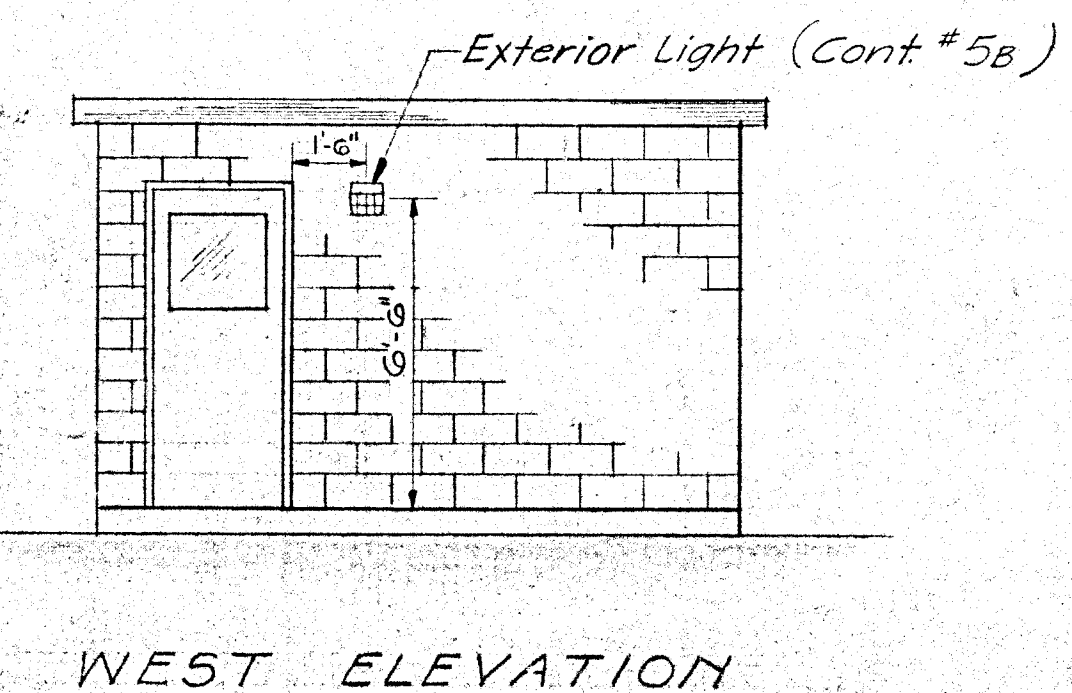
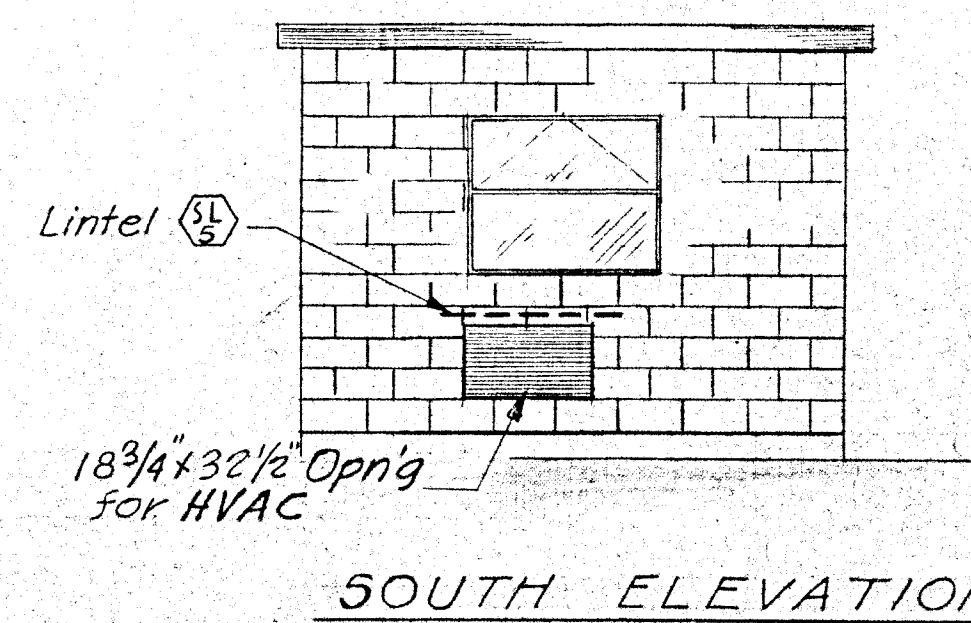
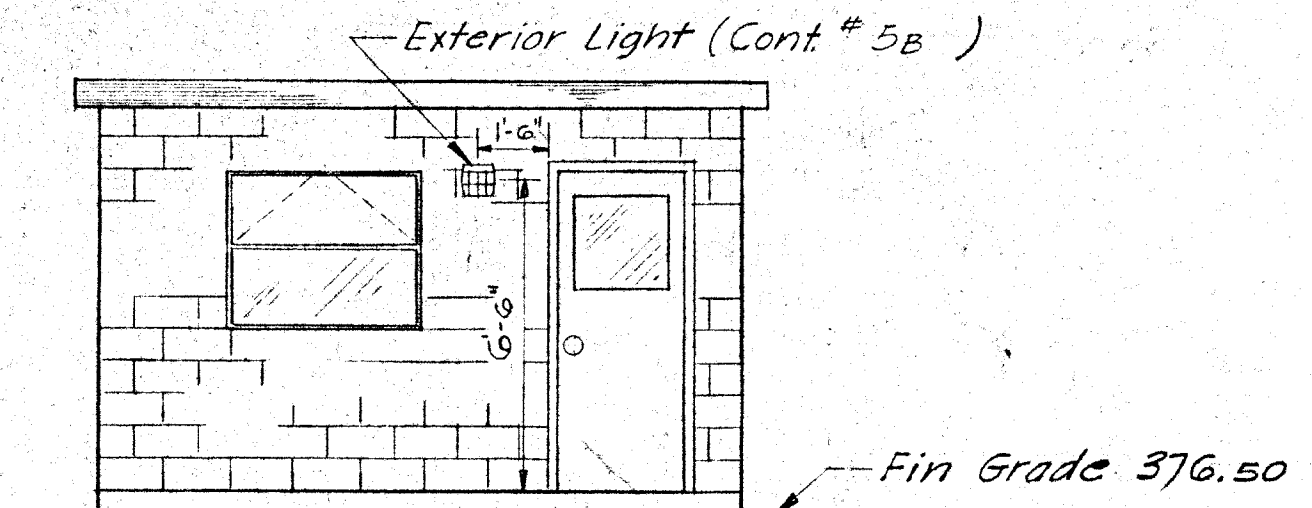
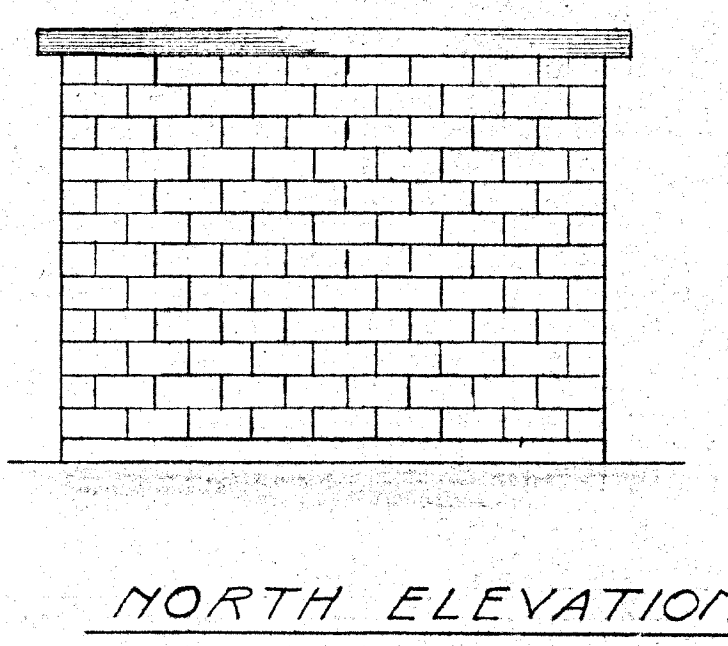
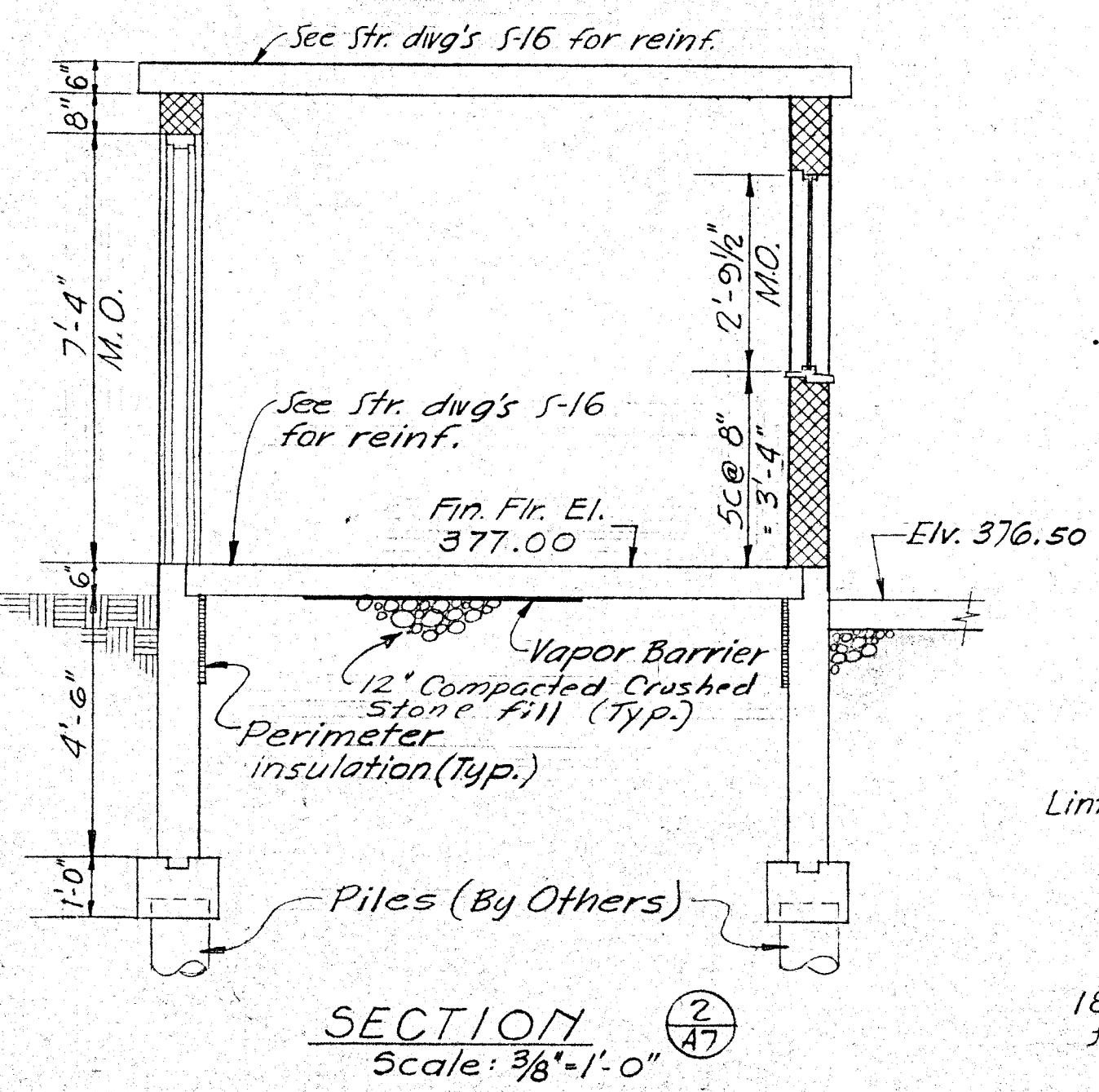
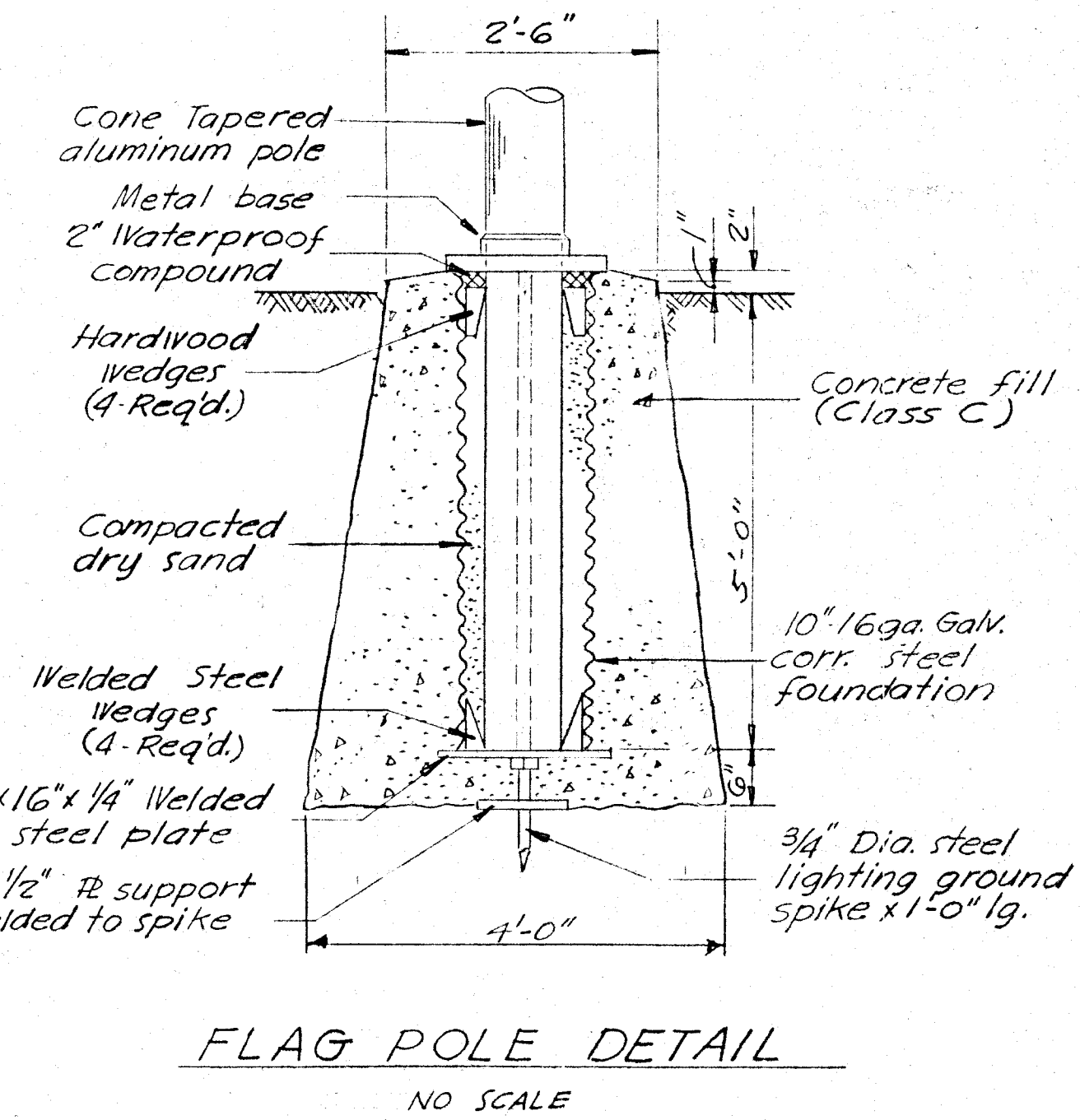
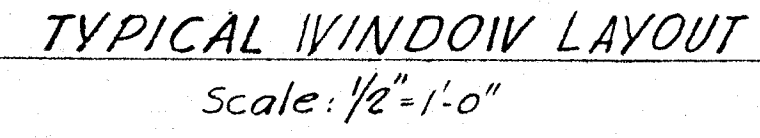
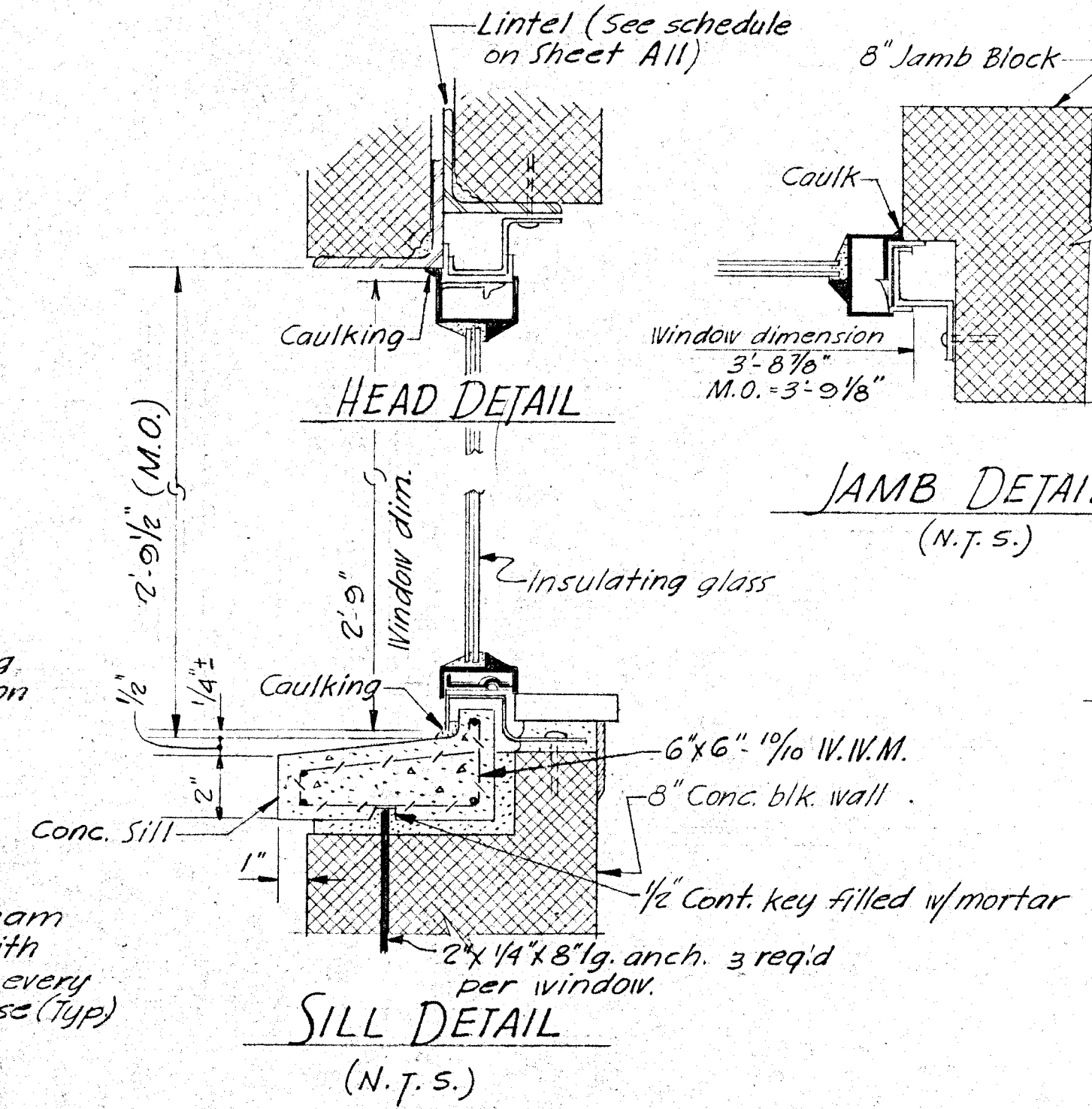
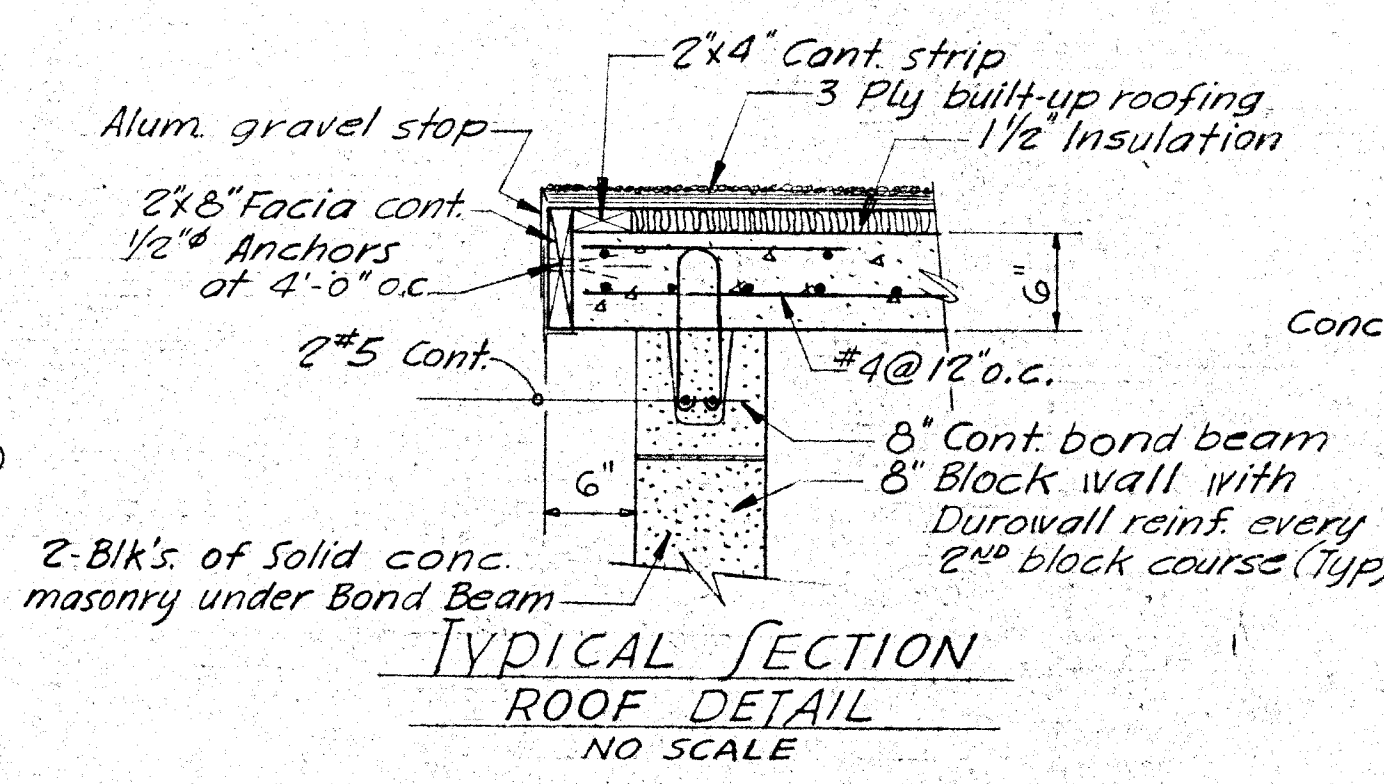
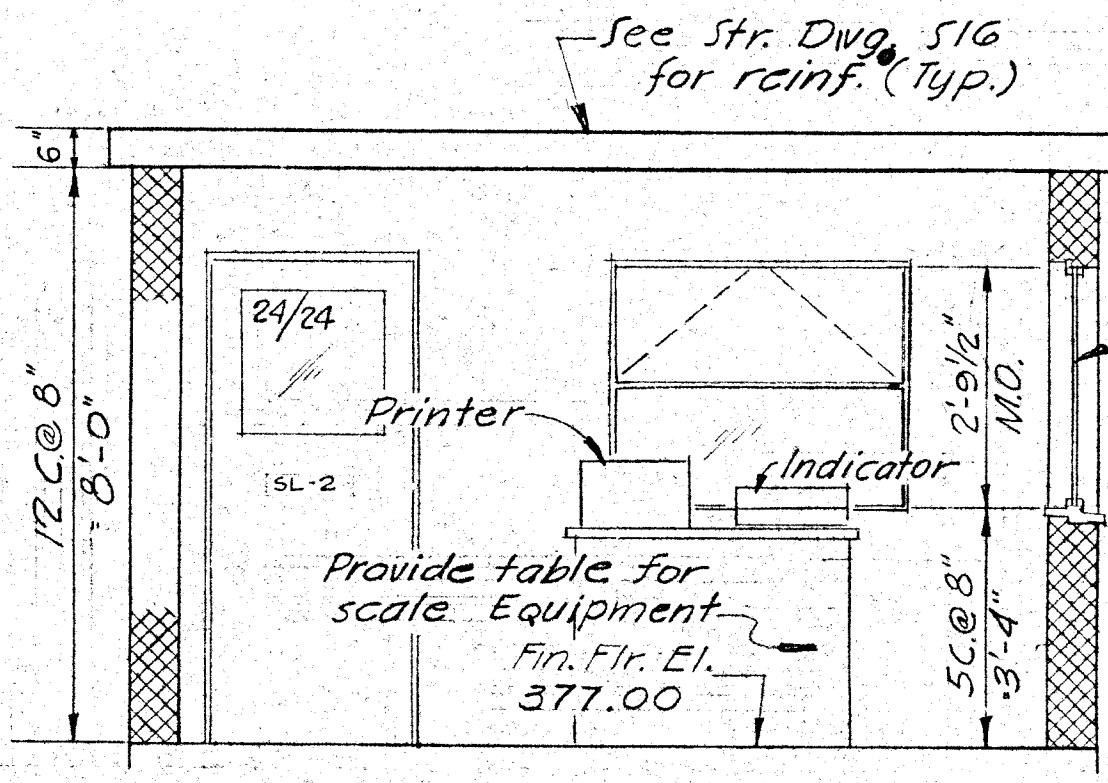
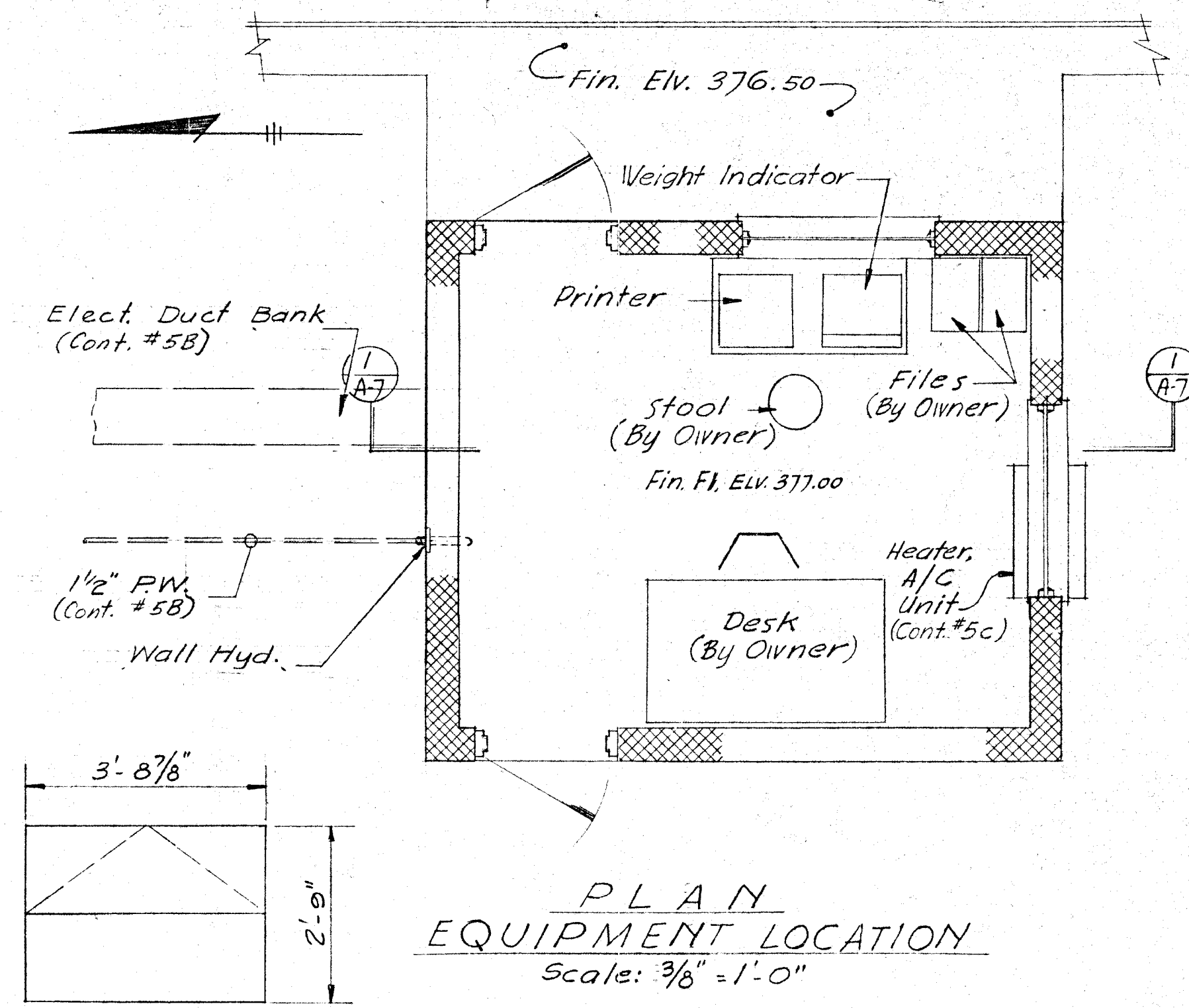
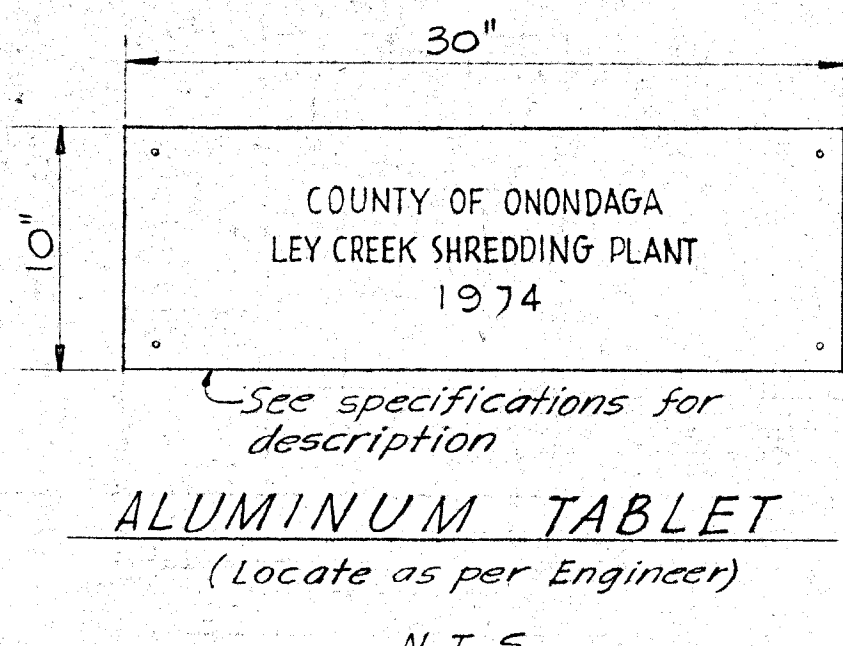
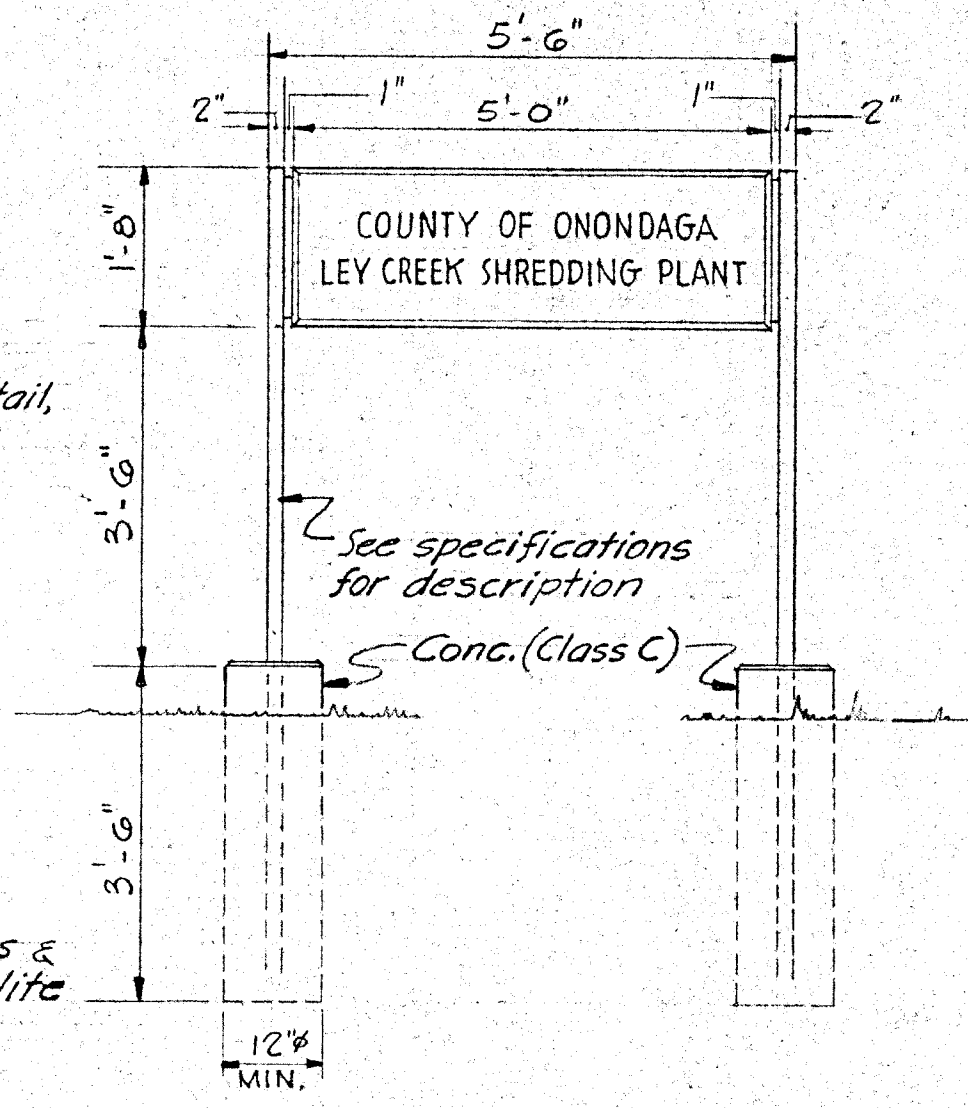
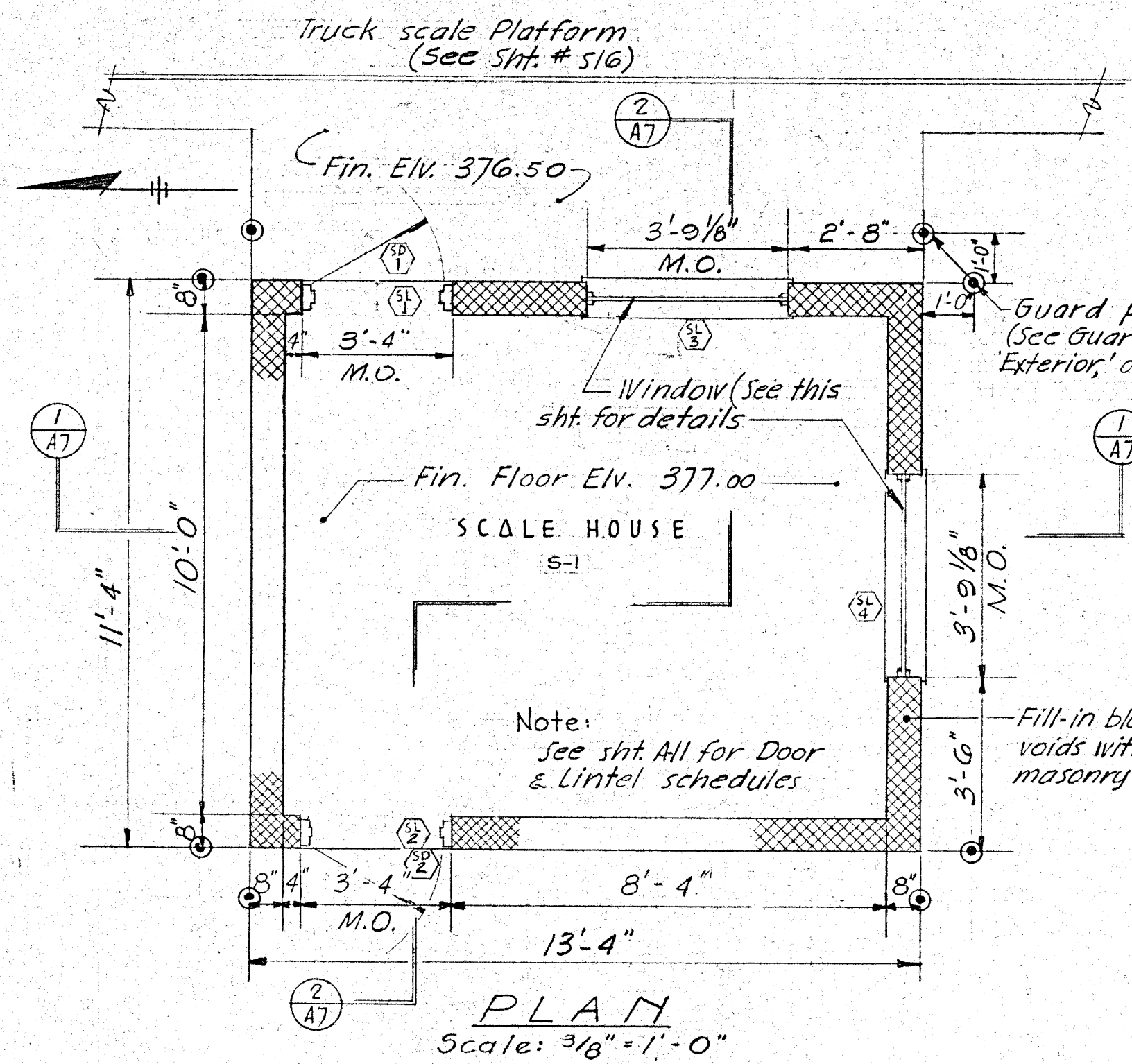
SECTION B-B

Scale: 1/2" = 1'-0"

IN CHARGE OF: P.D.L.
 DESIGNED BY: R.M.J.B.K.
 DRAWN BY: J.E.H.L.R.
 CHECKED BY: [Signature]

| | | |
|---|--|--|
| COUNTY OF ONONDAGA LEY CREEK SHREDDING PLANT CONTRACT NO. 5A CONTROL CAB | | |
| TOWN OF SALINA ONONDAGA COUNTY, N.Y. BARTON, BROWN, CLYDE & LOGUIDICE, P.C. CONSULTING ENGINEERS & LAND SURVEYORS NORTH SYRACUSE, NEW YORK [Signature] | DATE: MAY 15, 1974 SCALE: AS SHOWN FILE NO.: 55-29-38F | |
| REVISIONS | A6 | |

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

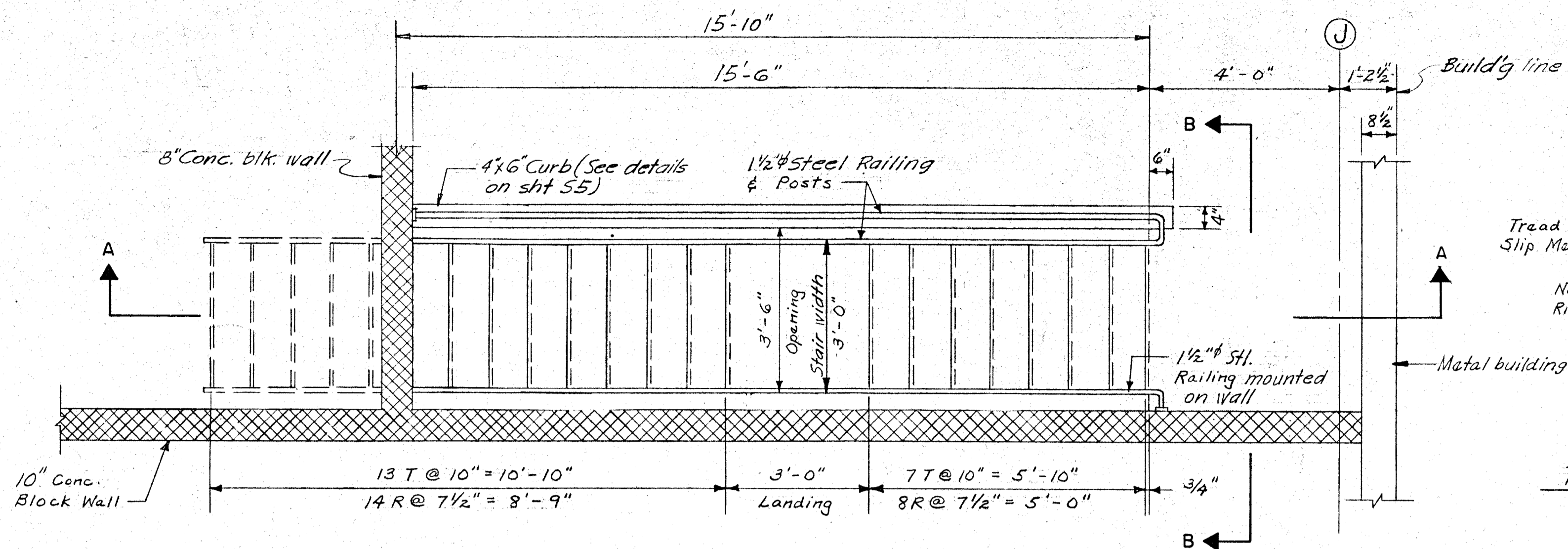


- NOTES
1. Coordinate with plumbing contractor about size, location of castings, inserts, sleeves, and other openings before pouring any concrete.
 2. Coordinate HVAC and Electrical contractor about size, location of inserts, sleeves and openings.
 3. See Achit. dwg. A-12 for reinf. details around openings for doors, windows, etc.

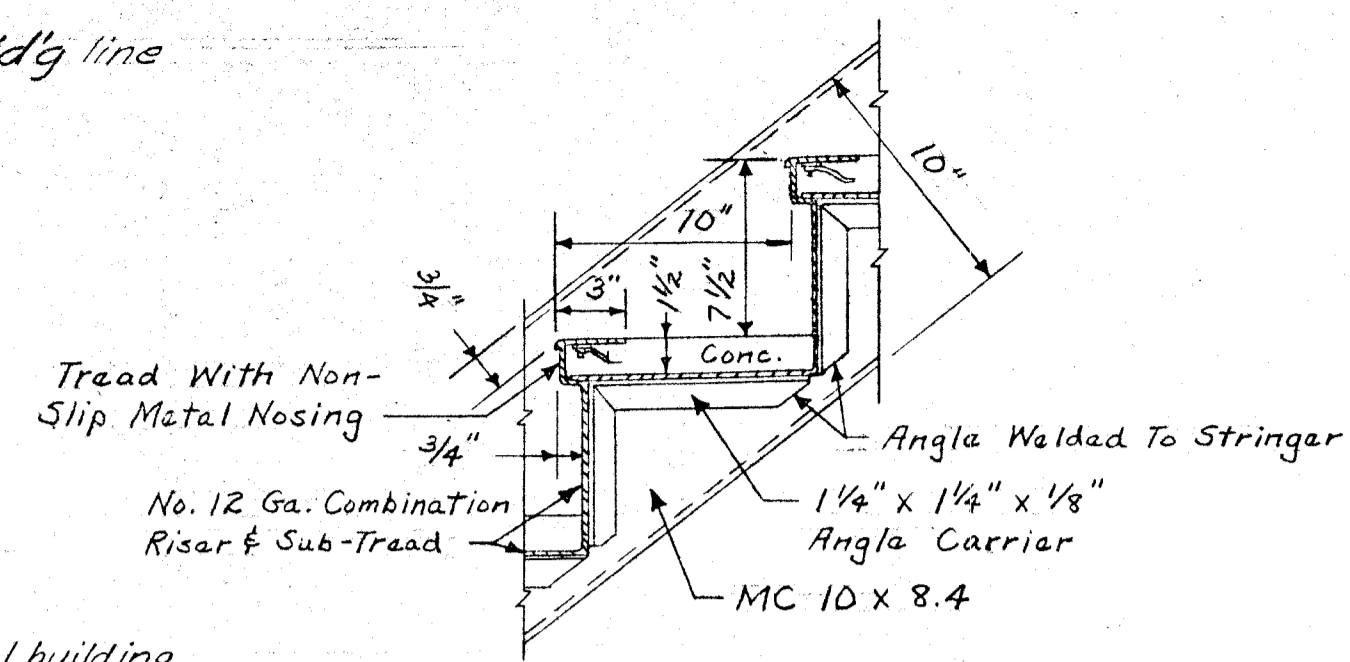
NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7208 SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

| | | |
|---|--|-----------|
| COUNTY OF ONONDAGA LEY CREEK SHREDDING PLANT CONTRACT NO. 5A SCALE HOUSE AND MISCELLANEOUS DETAILS | | |
| TOWN OF SALINA ONONDAGA COUNTY, N.Y. BARTON, BROWN, CLYDE & LOGUIDICE, P.C. CONSULTING ENGINEERS & LAND SURVEYORS NORTH SYRACUSE, NEW YORK | | |
| REVISIONS | DATE: MAY 15, 1974 SCALE: AS SHOWN FILE NO.: 55.29 - 39F | A7 |

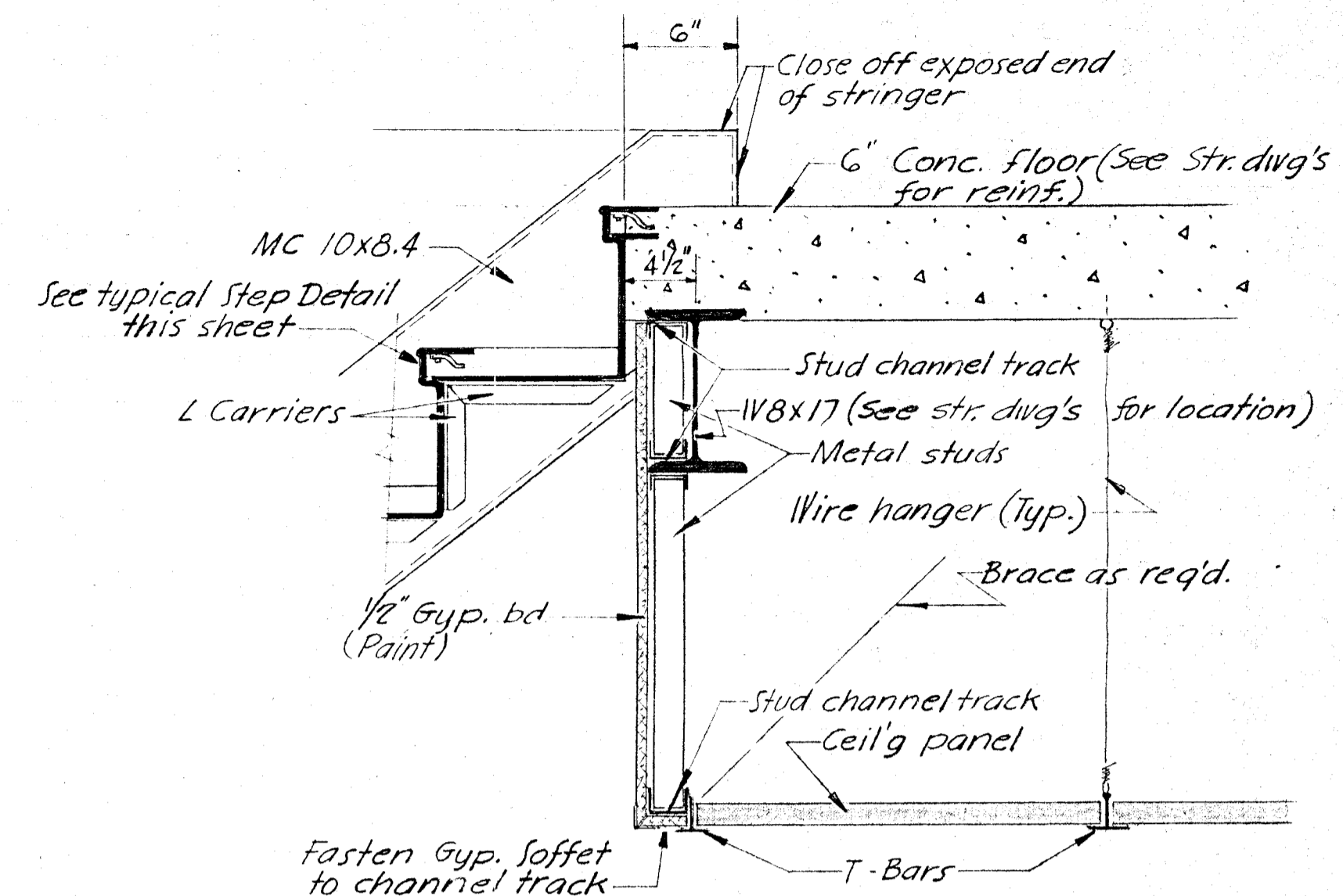
IN CHARGE OF: P.D.L.
 DESIGNED BY: F.N.K.
 DRAWN BY: F.N.K.
 CHECKED BY: *[Signature]*



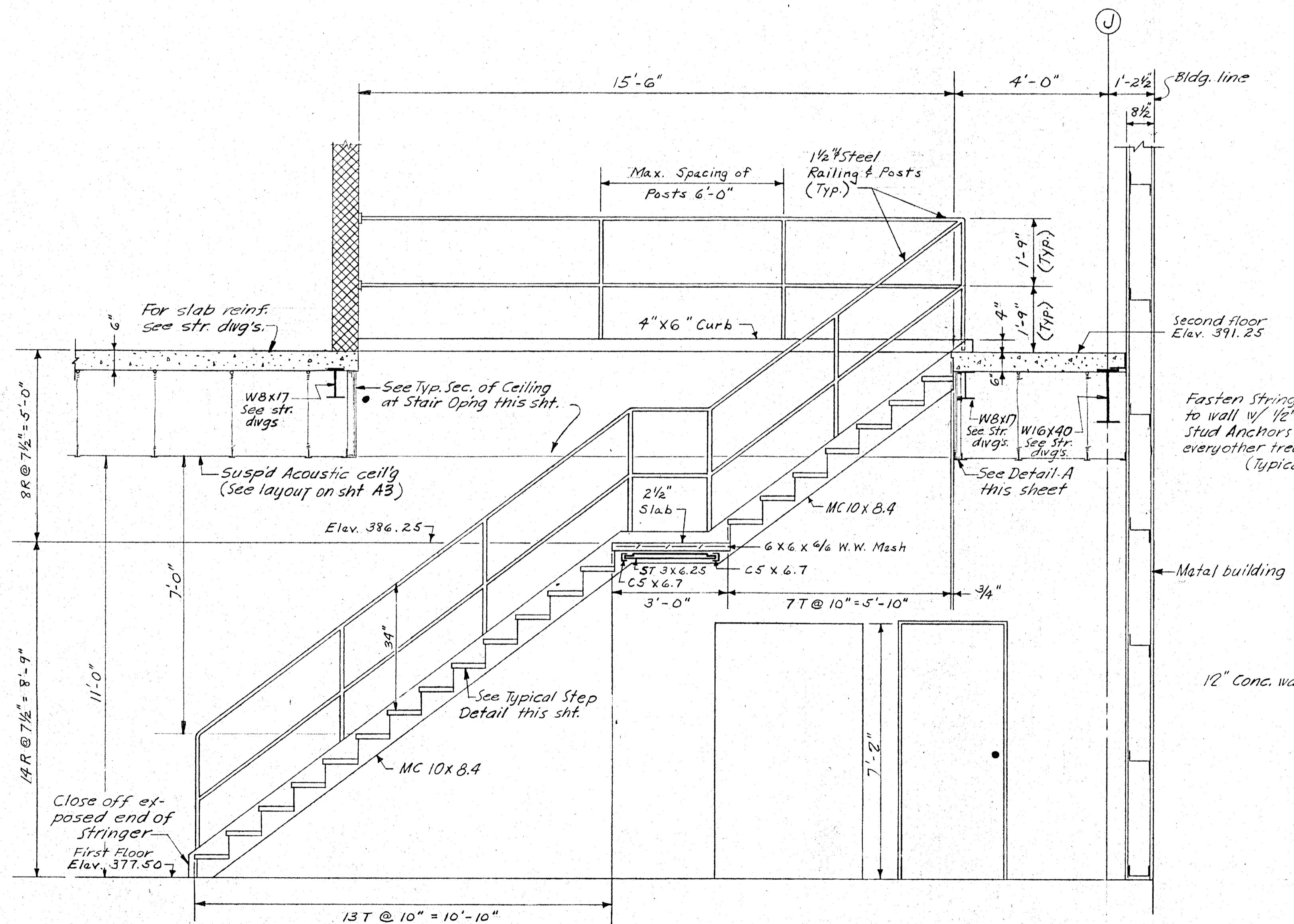
PLAN - STAIRS,
OFFICE & STORAGE AREA
Scale: 1/2" = 1'-0"



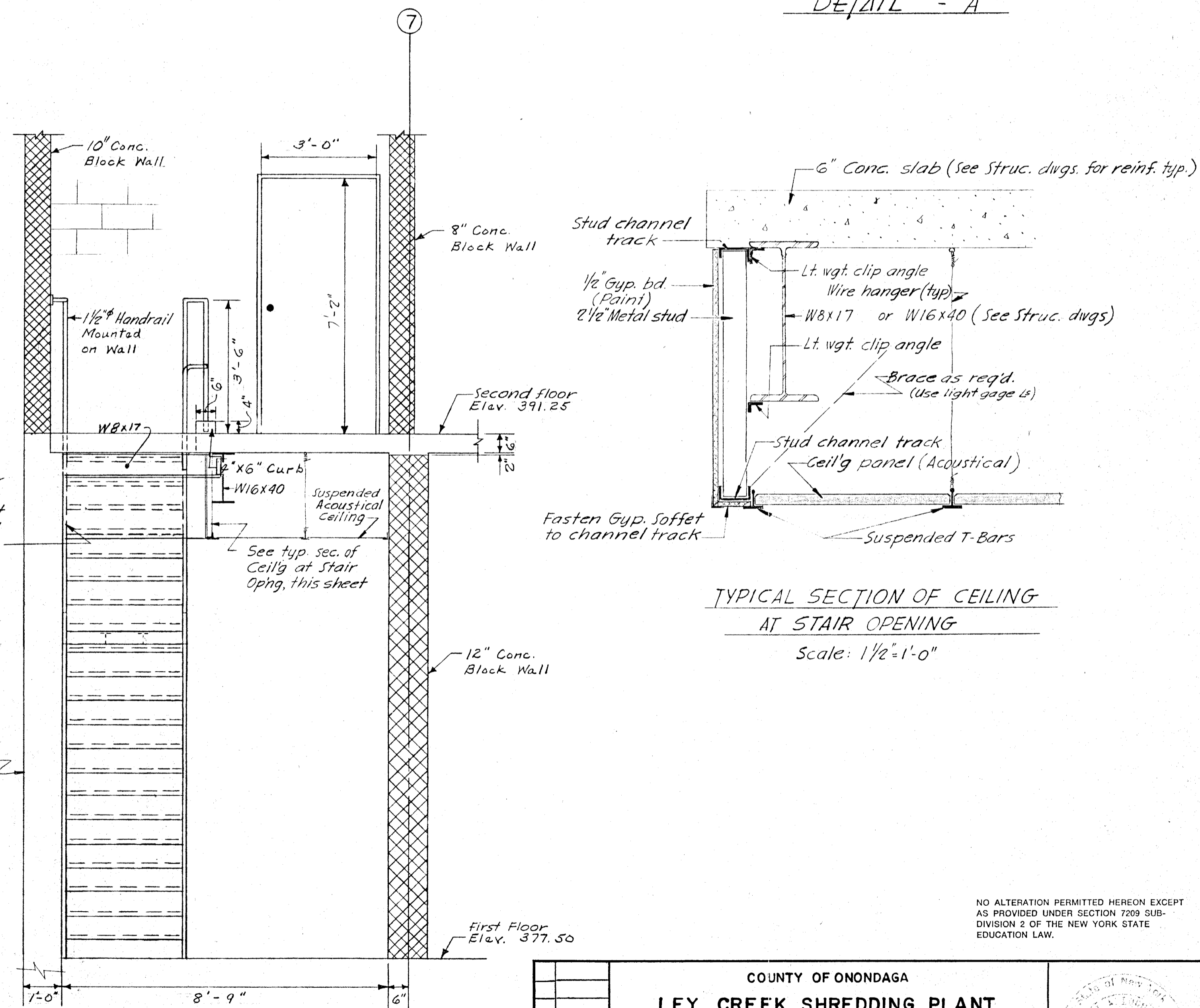
TYPICAL STEP DETAIL
Not To Scale



DETAIL - A



SECTION A-A
Scale: 1/2" = 1'-0"

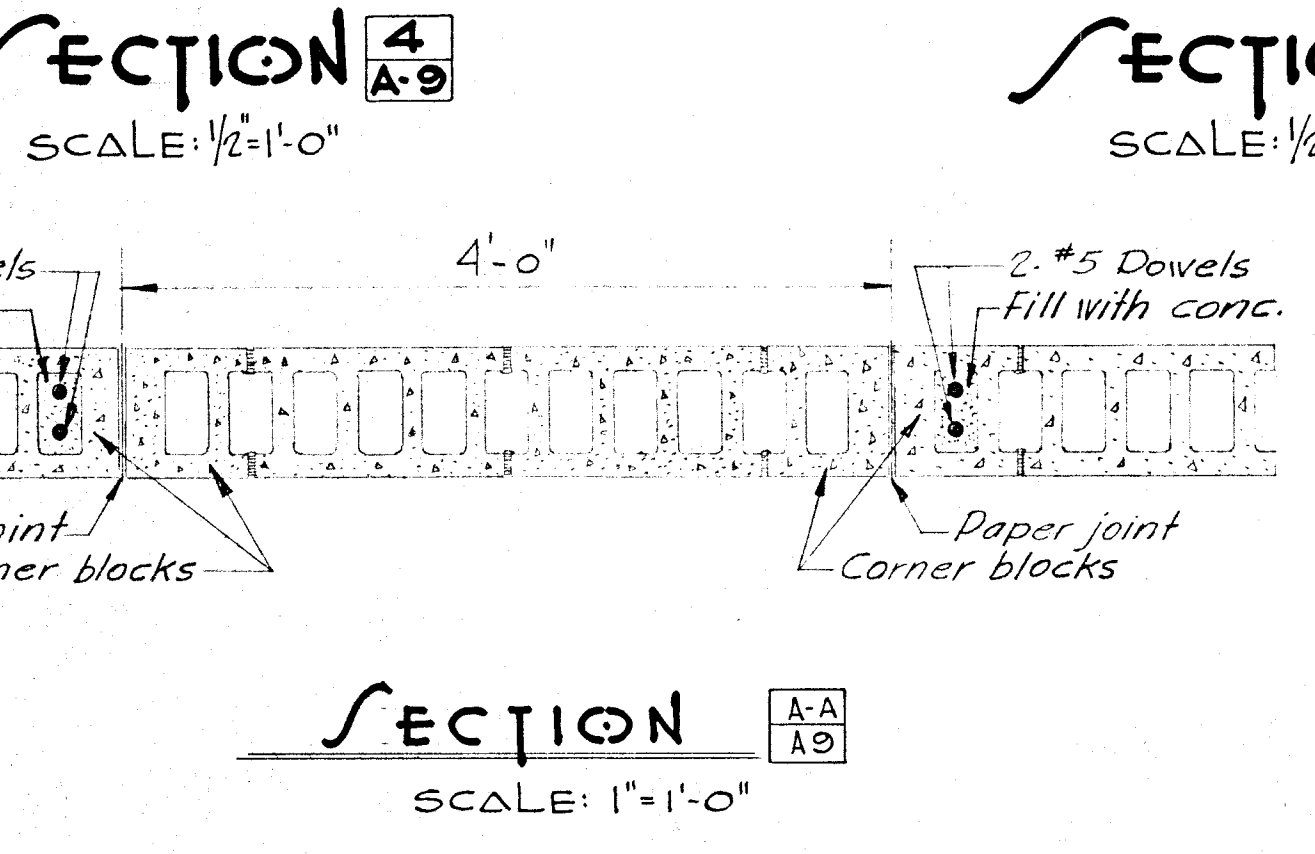
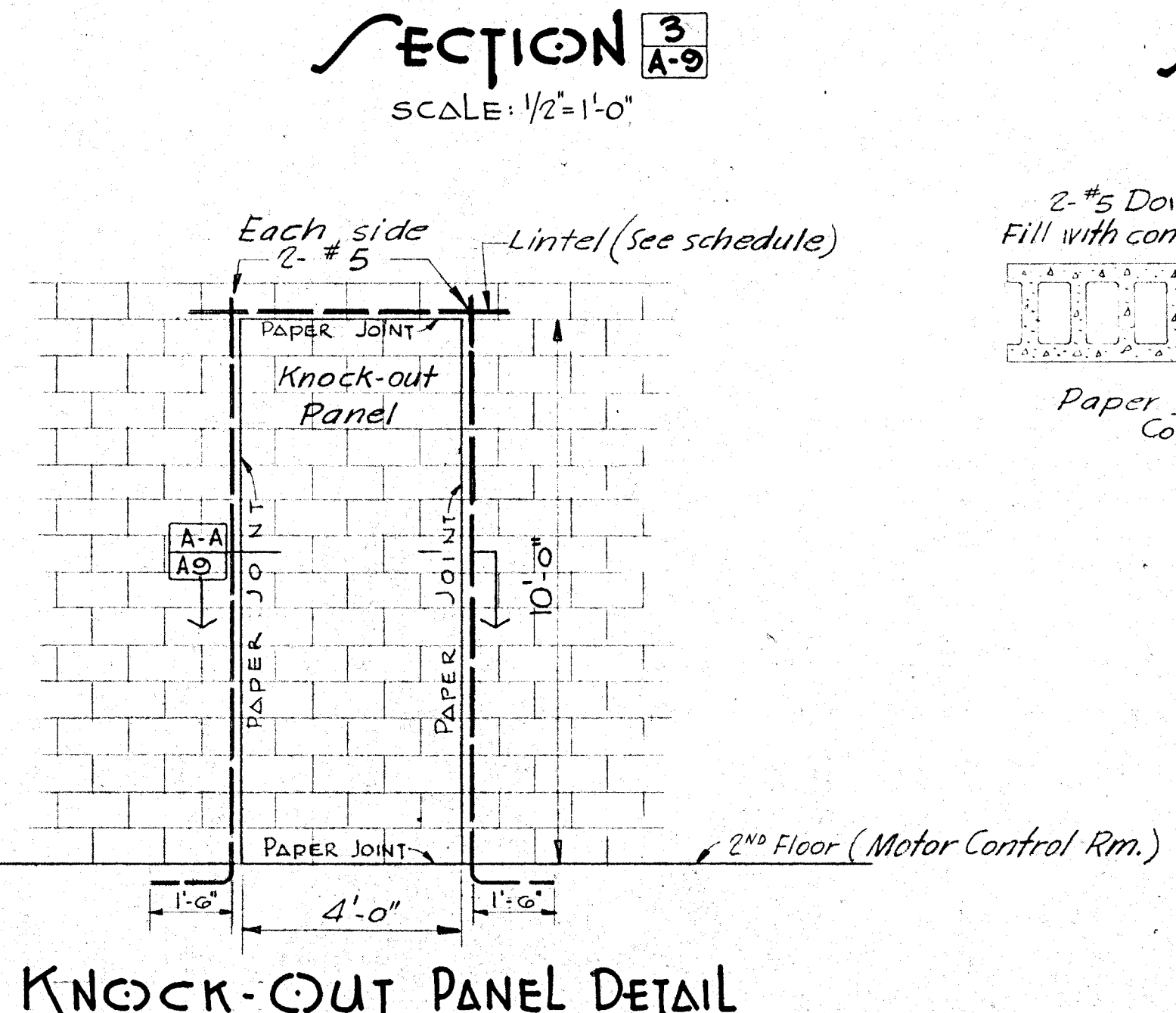
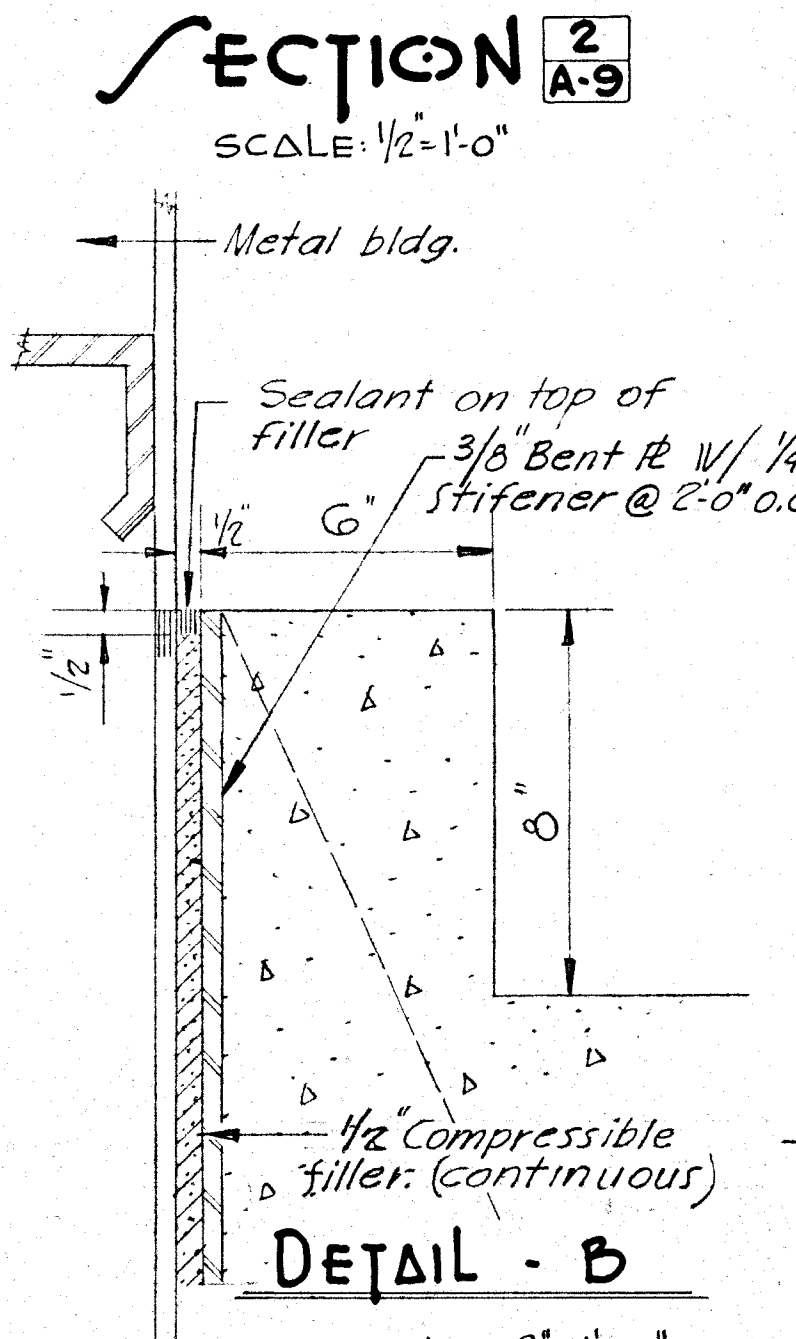
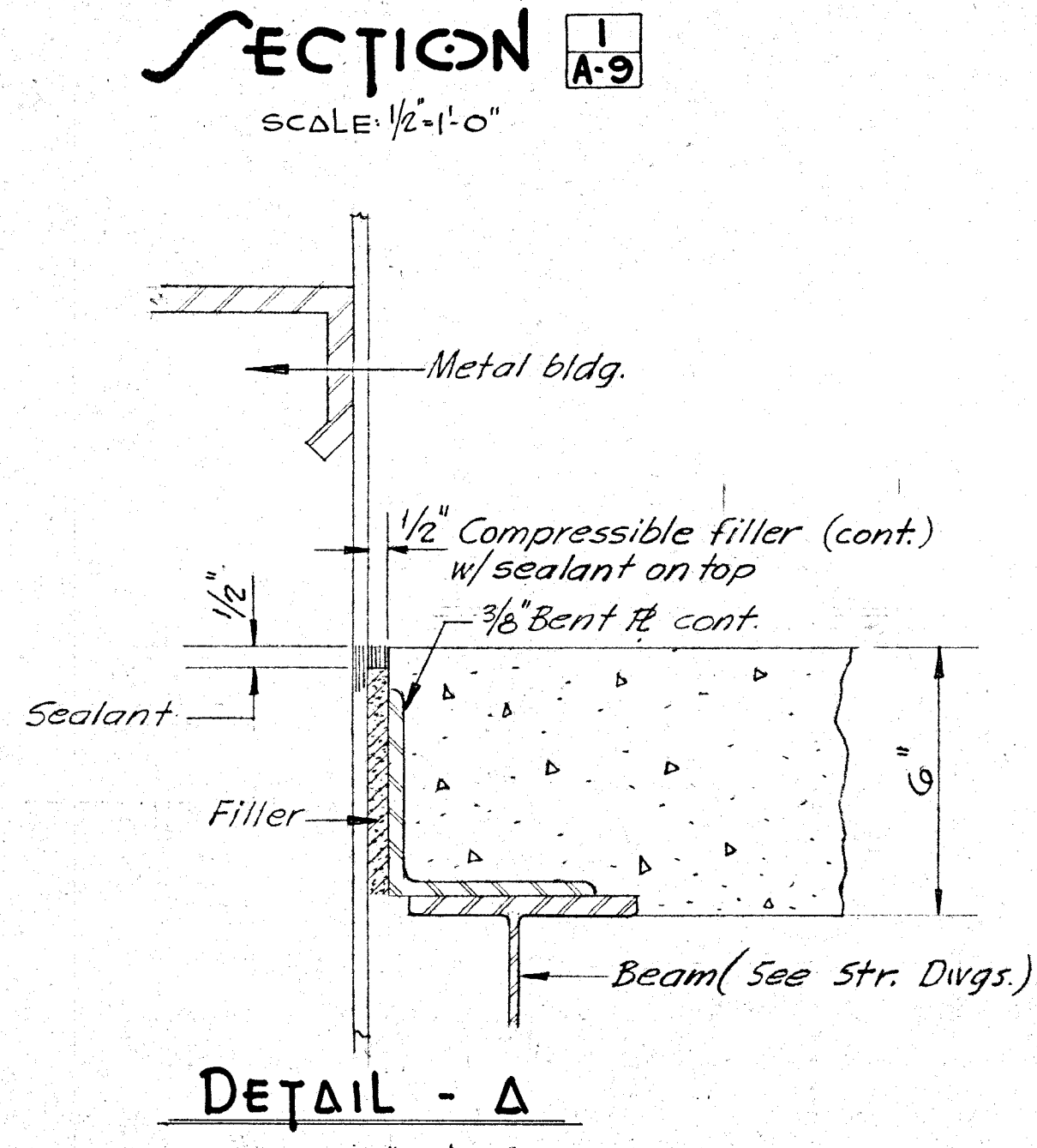
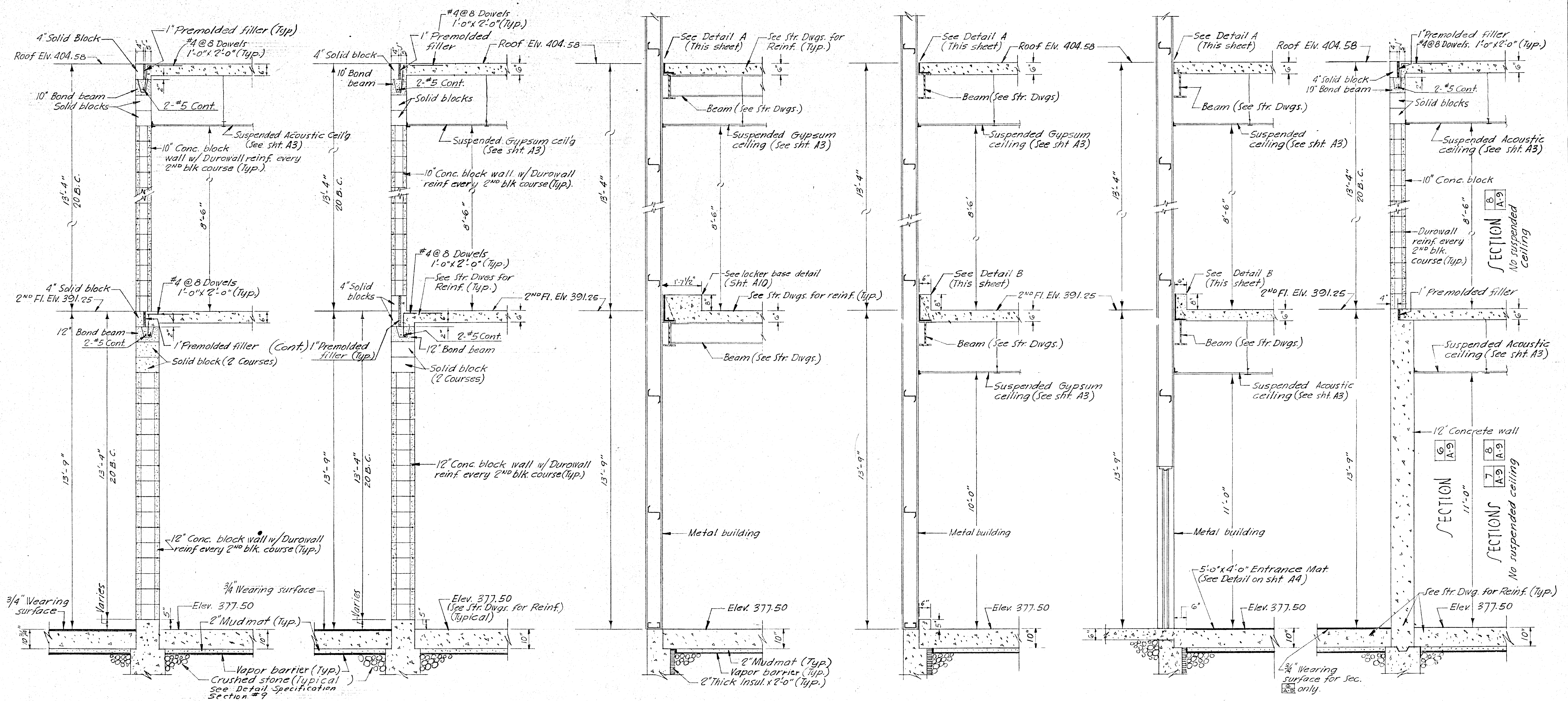


SECTION B-B
Scale: 1/2" = 1'-0"

IN CHARGE OF: P.D.L.
DESIGNED BY: R.M., J.B.K.
DRAWN BY: J.E.H.
CHECKED BY: J.P. Chen

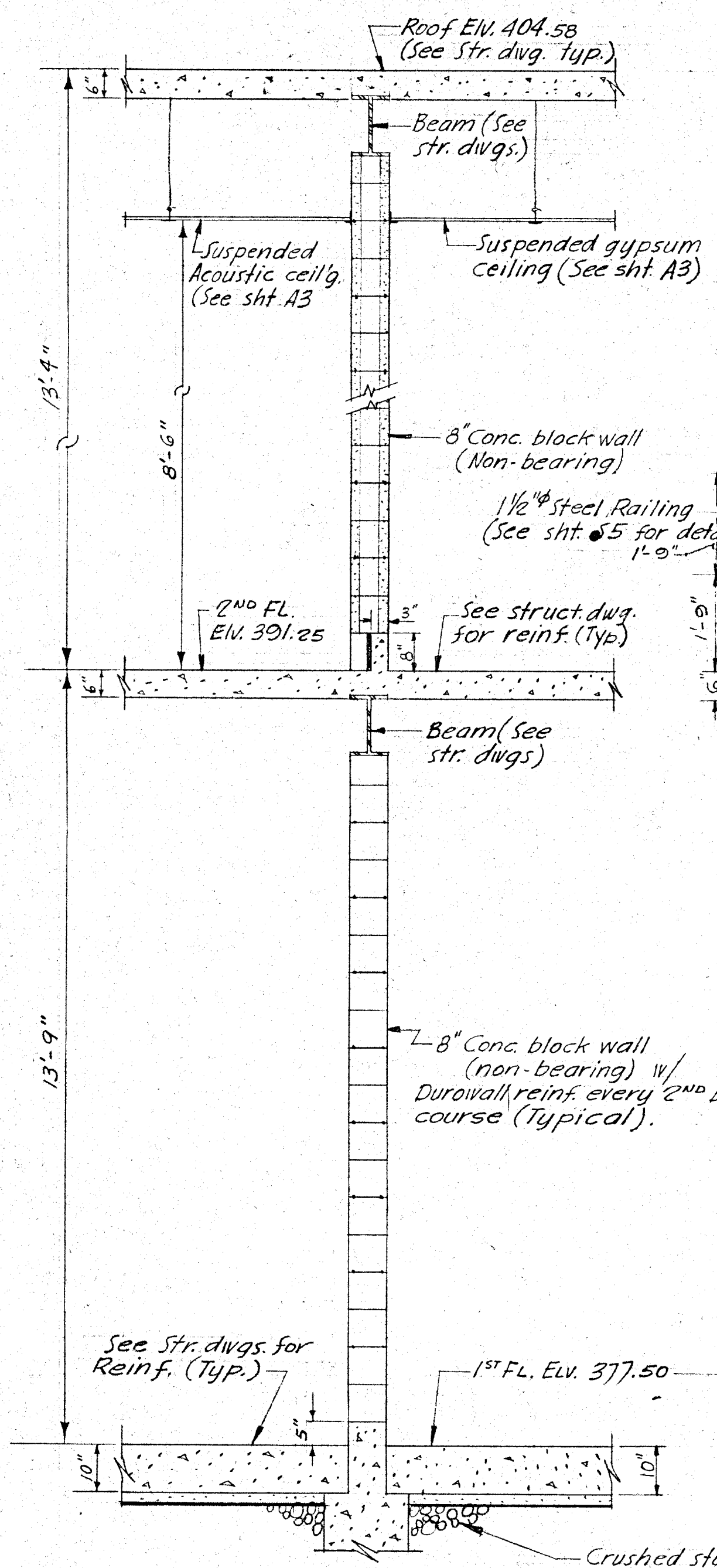
| | | |
|---|----|--|
| COUNTY OF ONONDAGA LEY CREEK SHREDDING PLANT CONTRACT NO 5A STAIR DETAIL | | |
| TOWN OF SALINA ONONDAGA COUNTY, N.Y. | | |
| BARTON, BROWN, CLYDE & LOGUIDICE, P.C. CONSULTING ENGINEERS & LAND SURVEYORS NORTH SYRACUSE, NEW YORK | | DATE: MAY 15, 1974 SCALE: AS SHOWN FILE NO.: 55.29 - 40F |
| REVISIONS | 10 | A8 |

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

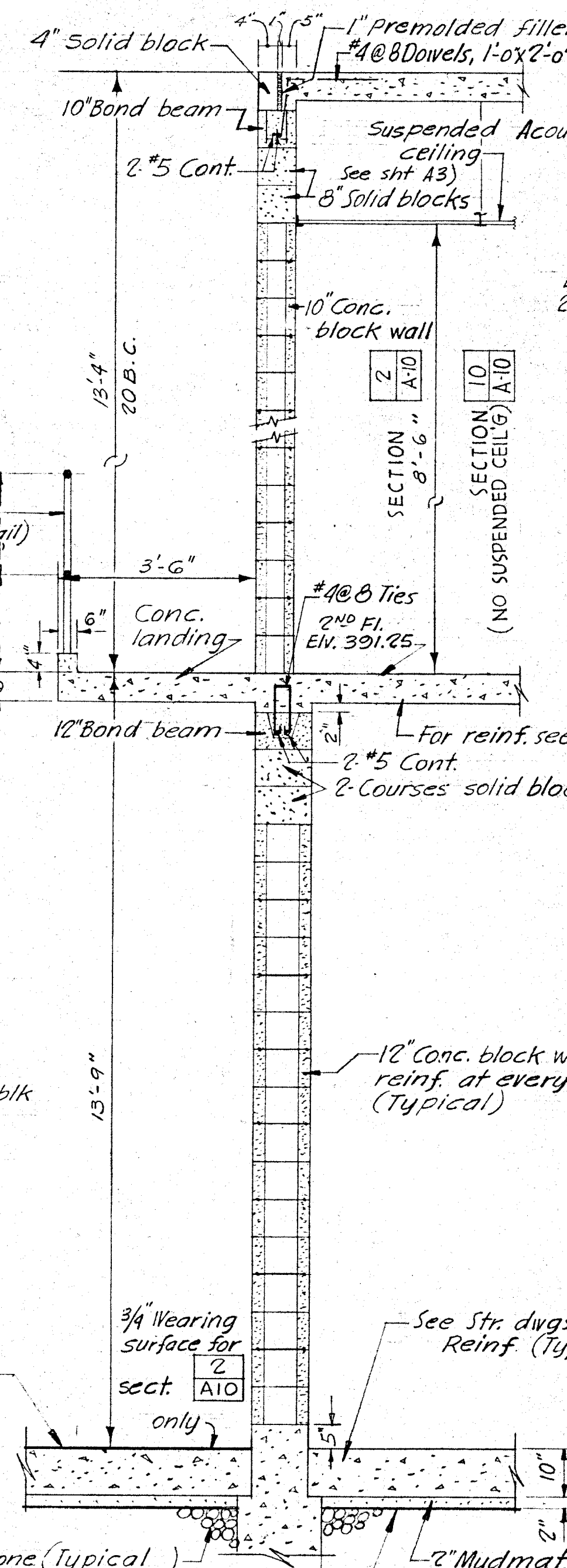


IN CHARGE OF: P.D.L.
DESIGNED BY: R.M.J.B.K.
DRAWN BY: M.C.C.I.R.
CHECKED BY: *[Signature]*

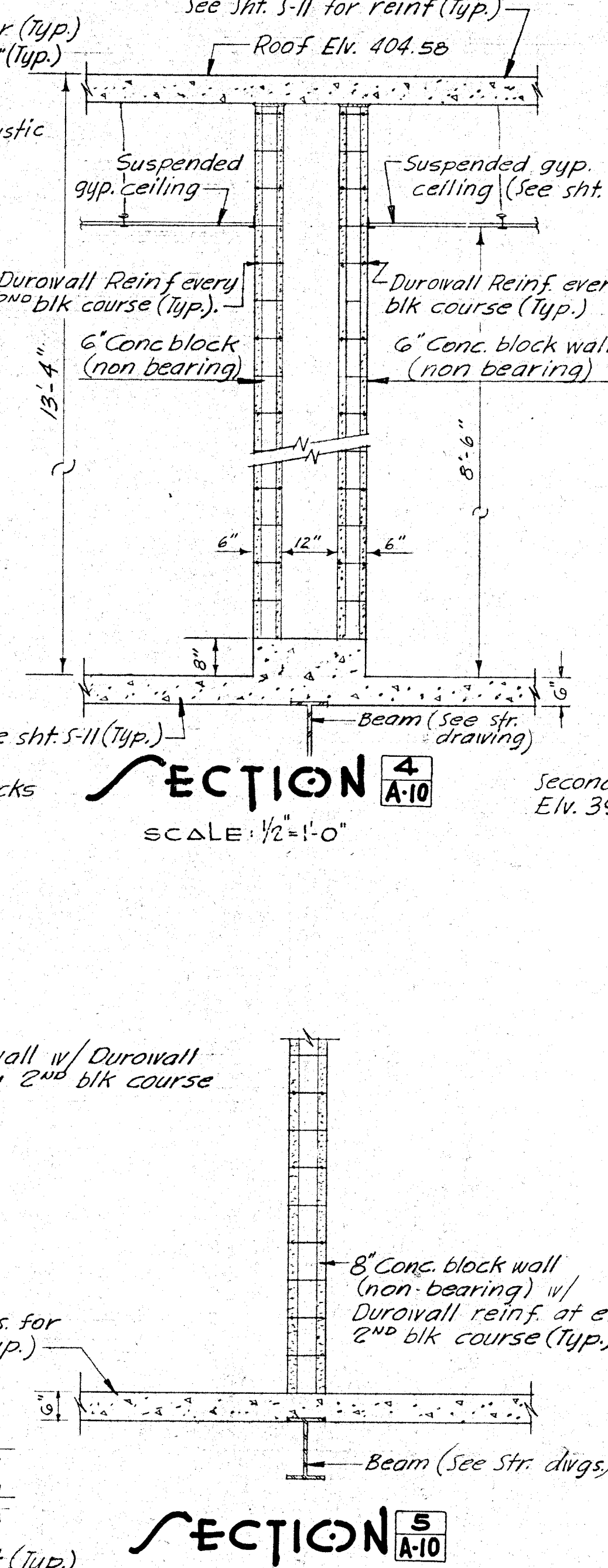
| | | |
|---|--|--|
| COUNTY OF ONONDAGA LEY CREEK SHREDDING PLANT CONTRACT NO. 5A WALL SECTIONS | | |
| TOWN OF SALINA ONONDAGA COUNTY, N.Y. | | |
| BARTON, BROWN, CLYDE & LOGUIDICE, P.C. CONSULTING ENGINEERS & LAND SURVEYORS NORTH SYRACUSE, NEW YORK | | DATE: MAY 15, 1974 SCALE: AS SHOWN FILE NO.: 55.29 - 41F |
| REVISIONS <i>[Signature]</i> | | A9 |



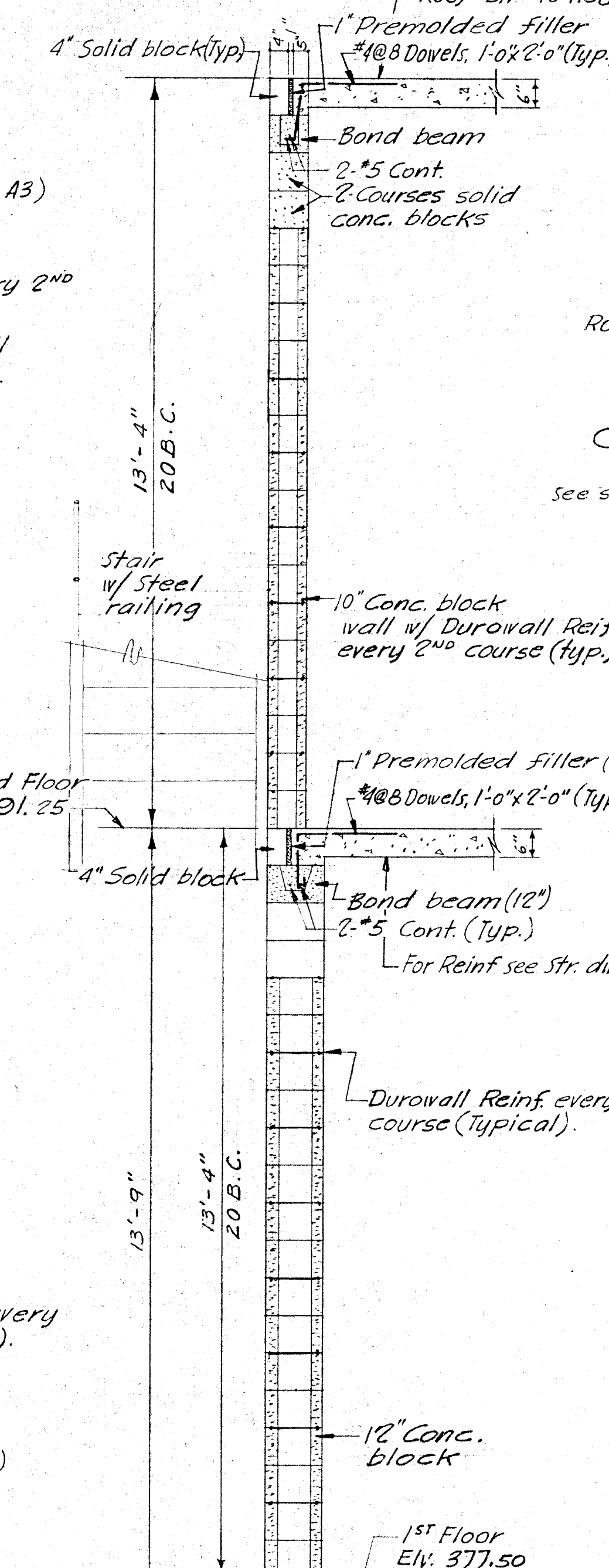
SECTION 1
A-10
SCALE: 1/2"=1'-0"



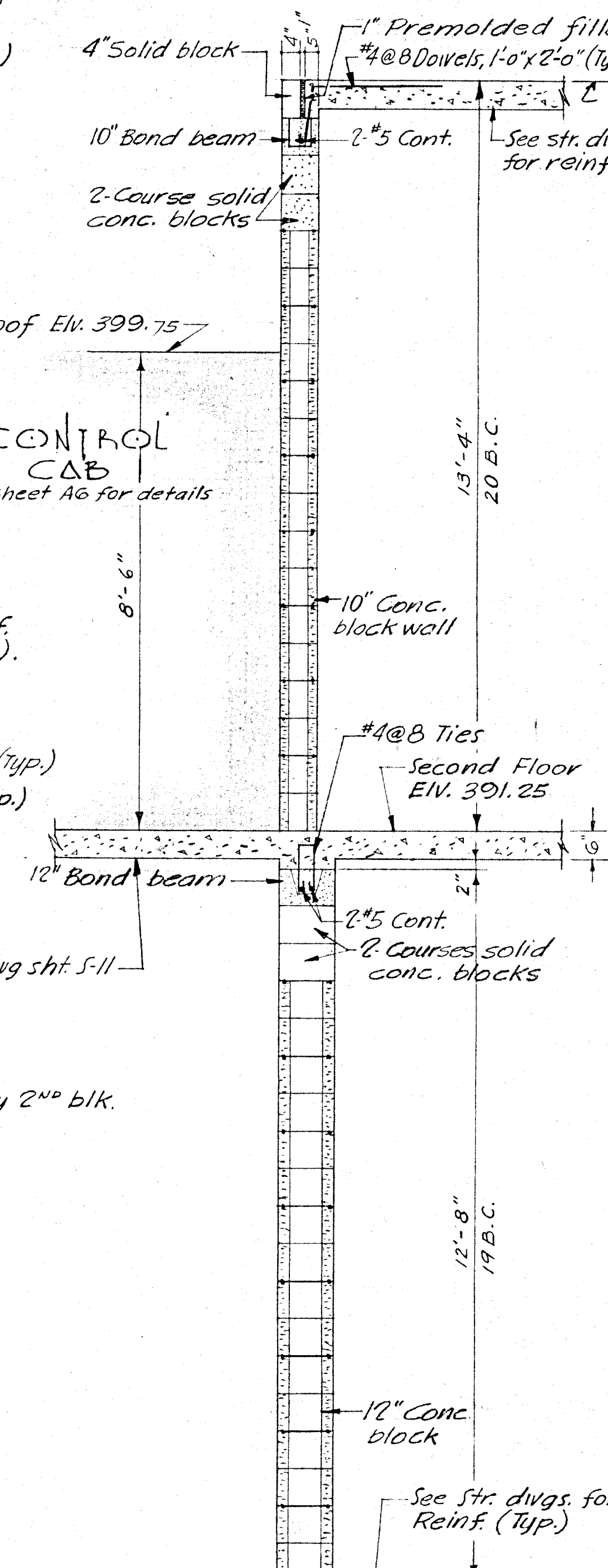
SECTION 2
A-10
SCALE: 1/2"=1'-0"



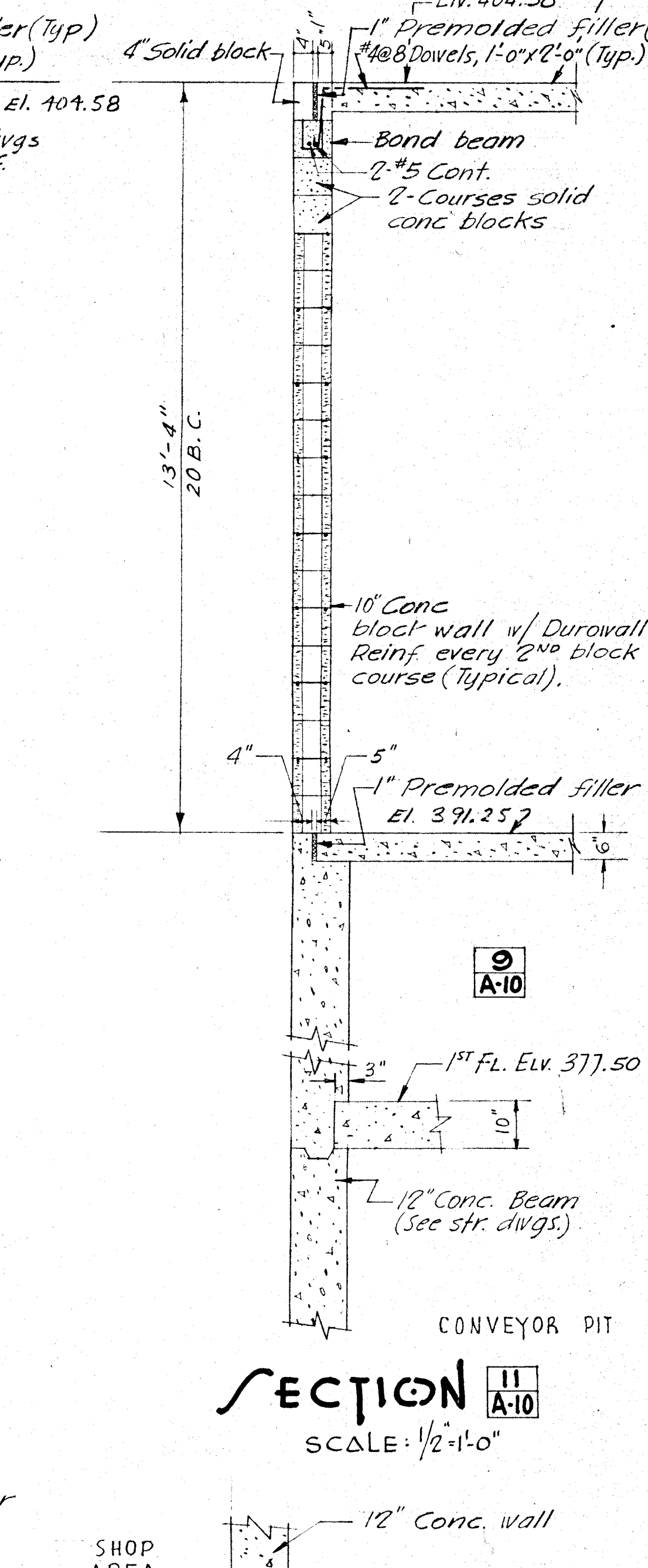
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A-10
SCALE: 1/2"=1'-0"



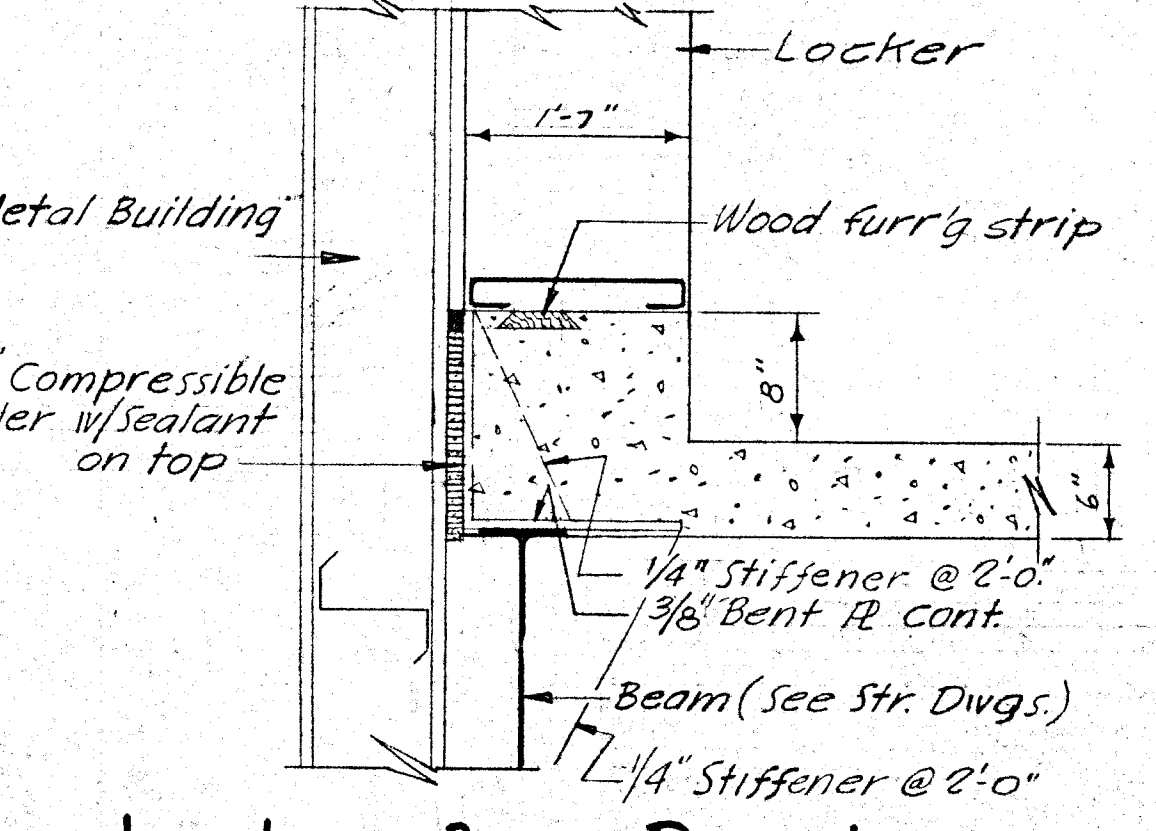
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A-10
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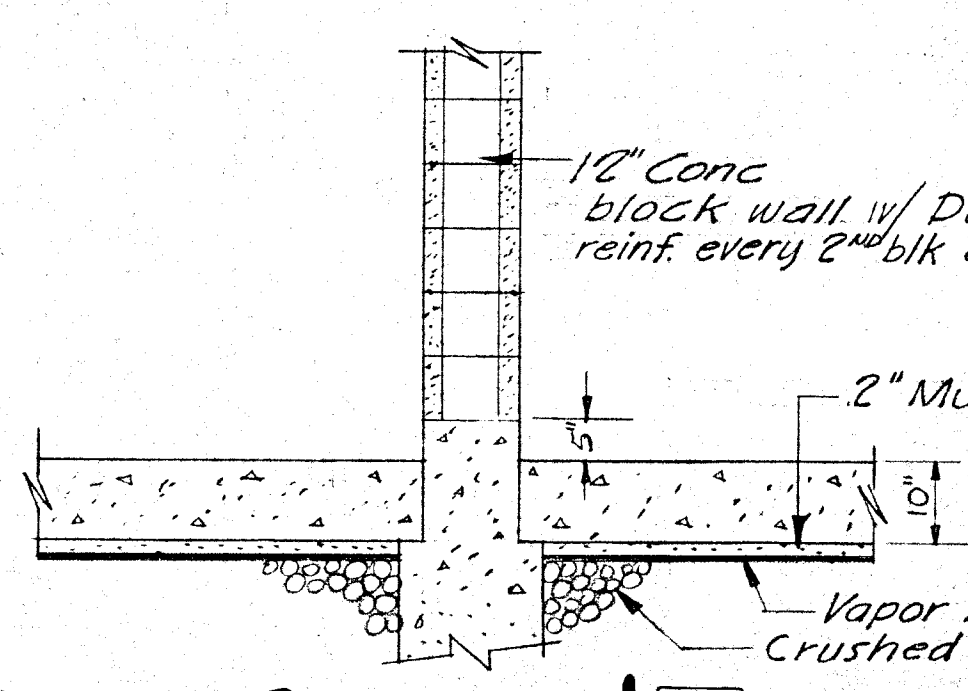
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A-10
SCALE: 1/2"=1'-0"



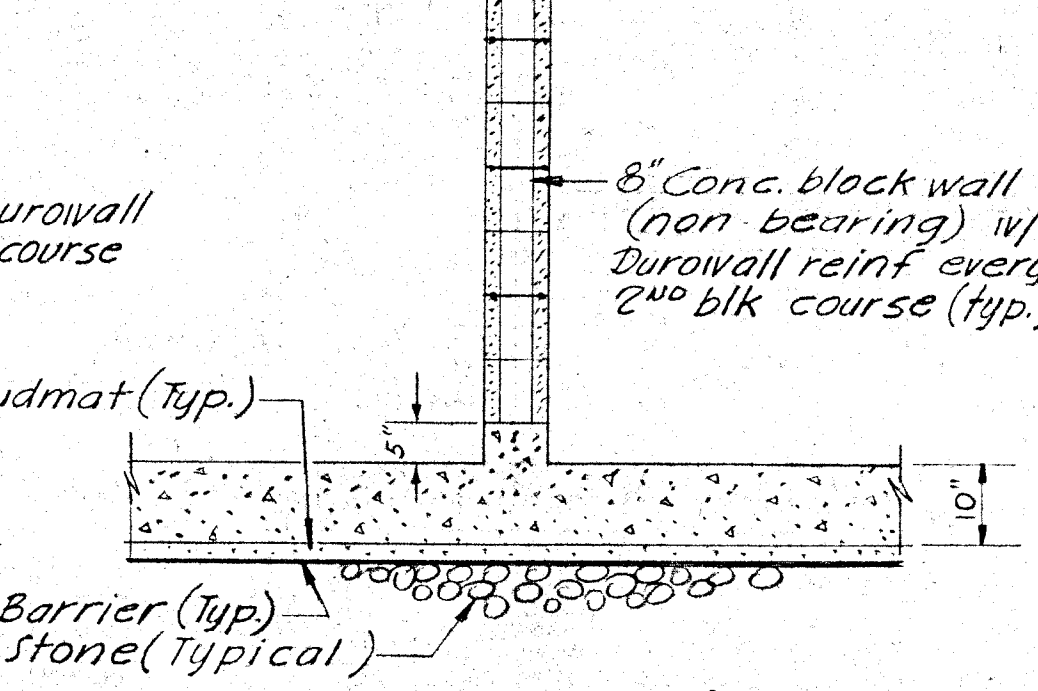
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A-10
SCALE: 1/2"=1'-0"



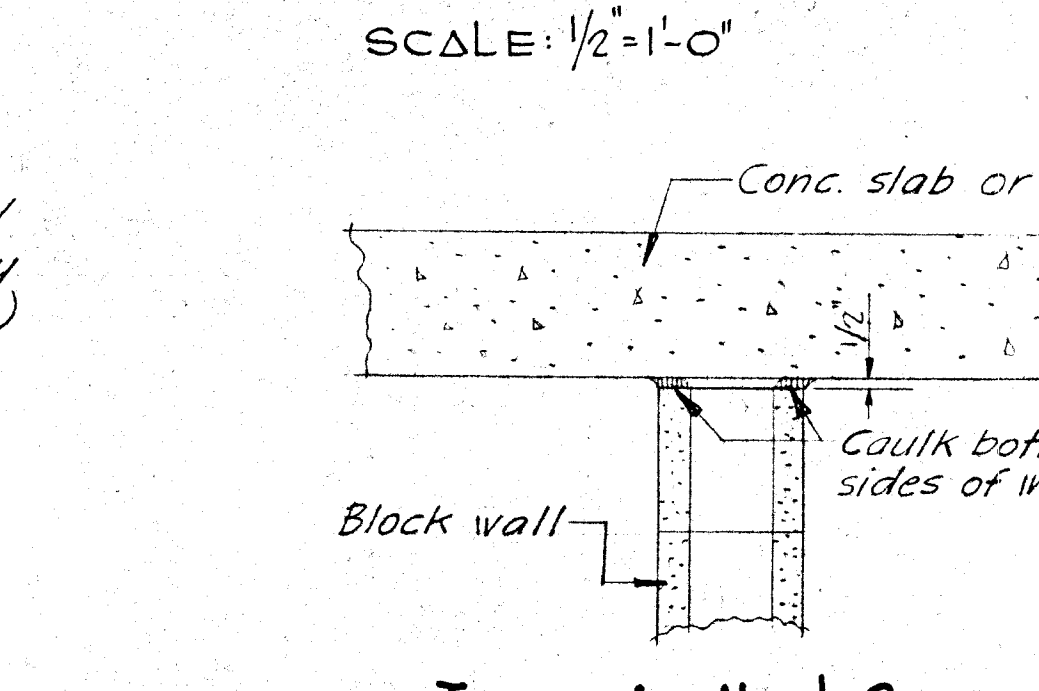
LOCKER BASE DETAIL
SCALE: 1"=1'-0"



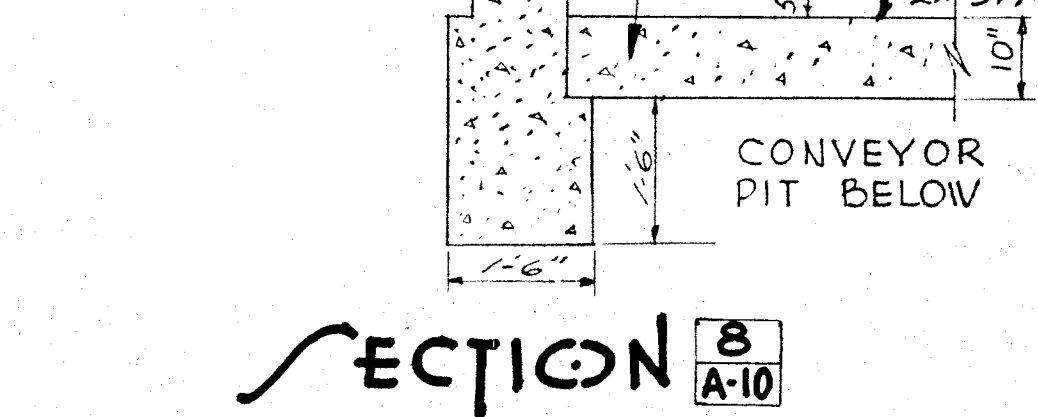
SECTION 7
A-10
SCALE: 1/2"=1'-0"



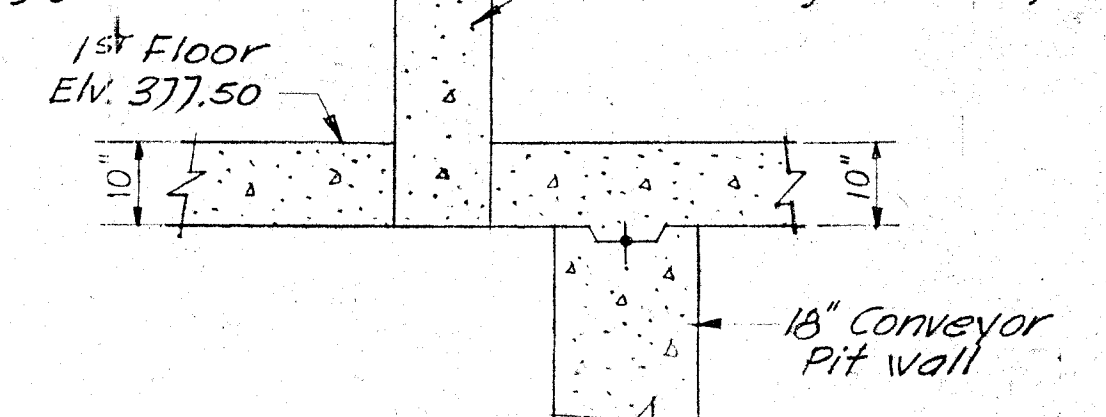
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A-10
SCALE: 1/2"=1'-0"



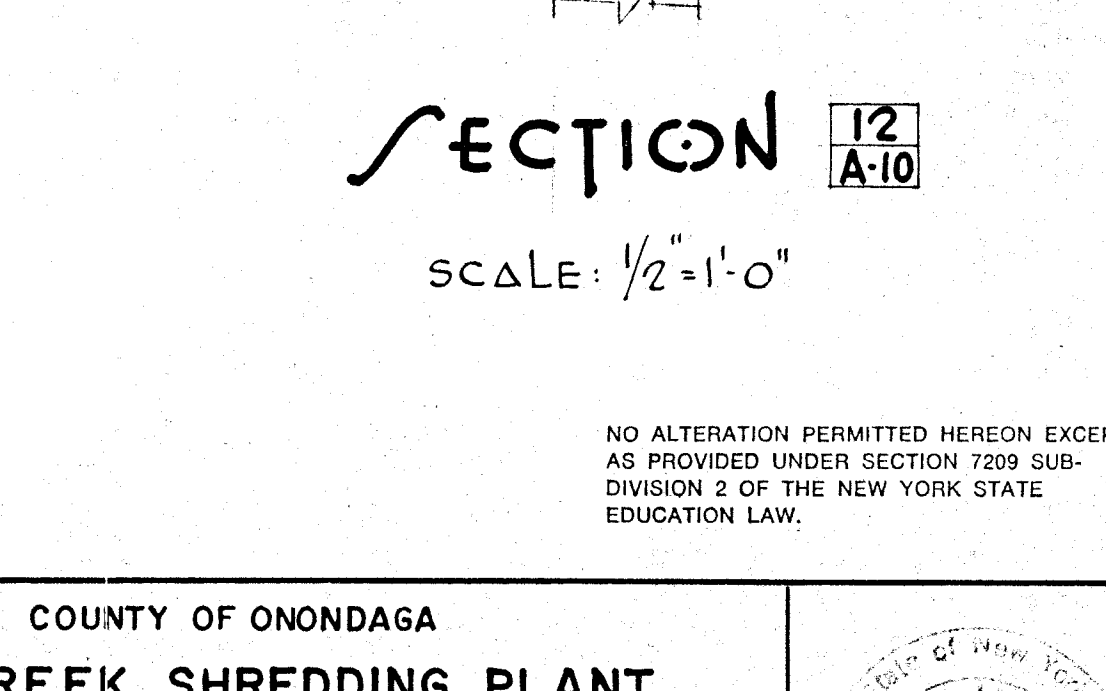
TYPICAL NON-BEARING WALL DETAIL



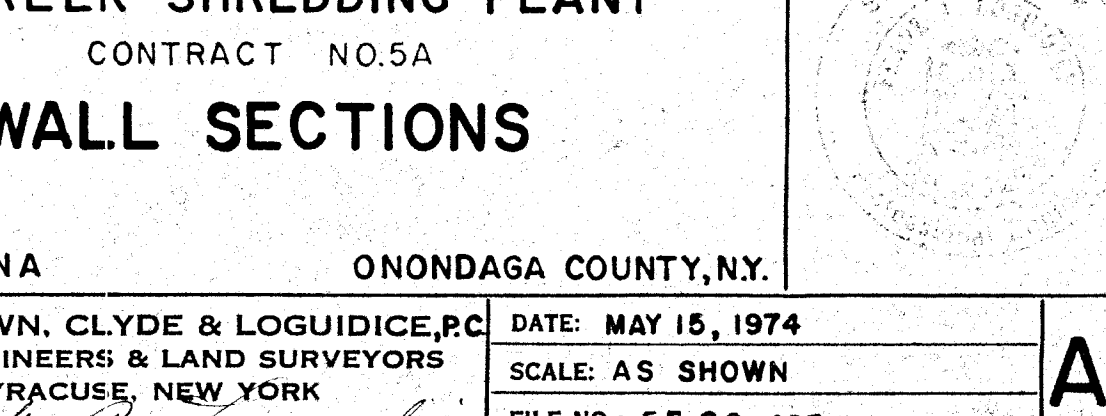
SECTION 9
A-10
SCALE: 1/2"=1'-0"



SECTION 10
A-10
SCALE: 1/2"=1'-0"



SECTION 11
A-10
SCALE: 1/2"=1'-0"



SECTION 12
A-10
SCALE: 1/2"=1'-0"

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

| | | |
|--|-----------------------|---------------------|
| COUNTY OF ONONDAGA | | |
| LEY CREEK SHREDDING PLANT | | |
| CONTRACT NO. 5A | | |
| WALL SECTIONS | | |
| TOWN OF SALINA | ONONDAGA COUNTY, N.Y. | |
| BARTON, BROWN, CLYDE & LOGUIDICE, P.C. | | DATE: MAY 15, 1974 |
| CONSULTING ENGINEERS & LAND SURVEYORS | | SCALE: AS SHOWN |
| NORTH SYRACUSE, NEW YORK | | FILE NO.: 55.29-42F |
| REVISIONS | | AIO |

IN CHARGE OF: P.D.L.
 DESIGNED BY: R.M., J.B.K.
 DRAWN BY: M.C.C.
 CHECKED BY: [Signature]

OFFICE ROOM FINISH SCHEDULE

| ROOM No | ROOM DESIGNATION | FLOOR | | WALL | | CEILING | | REMARKS |
|---------|------------------|-------|---------|-------|-------|----------|----------|---------|
| | | MAT'L | FIN. | MAT'L | FIN. | MAT'L | FIN. | |
| A-1 | STORAGE | CONC | HARDNER | CONC | BLK | PAINT | PAINT | |
| A-2 | UTILITY ROOM | CONC | HARDNER | BLK | PAINT | CONC | PAINT | |
| A-3 | LAVATORY | CONC | HARDNER | BLK | PAINT | GYPSUM | PAINT | |
| A-4 | FOYER | CONC | HARDNER | CONC | BLK | PAINT | ACOUSTIC | |
| A-5 | OFFICE | CONC | HARDNER | BLK | PAINT | ACOUSTIC | - | |
| A-6 | LUNCH ROOM | CONC | HARDNER | BLK | PAINT | ACOUSTIC | - | |
| A-7 | LAV. & SHOWER | CONC | HARDNER | BLK | PAINT | GYPSUM | PAINT | |
| A-8 | STAIR ROOM | CONC | HARDNER | BLK | PAINT | ACOUSTIC | - | |

& STORAGE DOOR SCHEDULE

| DOOR No | DOOR | | | | FRAME | | | THRES TYPE | LINTEL | REMARKS |
|---------|----------|--------|--------|------|-------|------|-------|------------|--------|---------|
| | WIDTH | HEIGHT | THICK | TYPE | MAT'L | TYPE | MAT'L | | | |
| AD-1 | 2'-2" 6" | 7'-2" | 1 3/4" | C | HM | A | HM | A | AL-1 | |
| AD-2 | 3'-0" | | | A | | A | | | AL-2 | |
| AD-3 | 3'-0" | | | A | | A | | | AL-3 | |
| AD-4 | 2'-8" | | | A | | A | | | AL-4 | |
| AD-5 | 3'-0" | | | B | | C | | | AL-5 | |
| AD-6 | 3'-0" | | | B | | A | | | AL-6 | |
| AD-7 | 3'-0" | | | B | | A | | | AL-7 | |
| AD-8 | 3'-0" | | | B | | A | | | AL-8 | |
| AD-9 | 3'-0" | | | A | | A | | | AL-9 | |
| AD-10 | 2'-8" | 7'-2" | 1 3/4" | B | HM | A | HM | A | AL-10 | |

AREA LINTEL SCHEDULE

| MARK | MATERIAL | TYPE | M.O. | SECT. | REMARKS |
|-------|------------------------------------|------|-------|-------|---------------|
| AL-1 | 2x 5x5x3/8" | A | 5'-4" | JL | LOOSE |
| AL-2 | 2x 3 1/2 x 3 1/2 x 5/16" | | 3'-4" | | |
| AL-3 | 2x 3 1/2 x 3 1/2 x 5/16" | | 3'-4" | | |
| AL-4 | 2x 5x5x3/8" | A | 3'-0" | JL | LOOSE |
| AL-5 | OMIT | OMIT | OMIT | OMIT | SEE DWG #5-11 |
| AL-6 | 1-2 4"x4"x5/16" 1-2 5"x5"x5/16" | A | 3'-4" | JL | LOOSE |
| AL-7 | 2x 3 1/2 x 3 1/2 x 5/16" | | | | |
| AL-8 | | | | | |
| AL-9 | 2x 3 1/2 x 3 1/2 x 5/16" | | 3'-4" | | |
| AL-10 | 2x 3 1/2 x 3 1/2 x 5/16" | | 3'-0" | | |
| AL-11 | 1-2 4"x4"x5/16" 1-2 5"x5"x5/16" | | 3'-0" | | |
| AL-12 | | | 8'-0" | | |
| AL-13 | | | 4'-0" | | |
| AL-14 | 1-2 4"x4"x5/16" 1-2 5"x5"x5/16" | A | 4'-0" | JL | |
| AL-15 | 2x 5x5x3/8" | A | 4'-0" | JL | LOOSE |

MOTOR CONTROL & SHOP ROOM FINISH SCHEDULE

| ROOM No | ROOM DESIGNATION | FLOOR | | WALL | | CEILING | | REMARKS |
|---------|-------------------|-------|---------|-------|-------|---------|-------|---------|
| | | MAT'L | FIN. | MAT'L | FIN. | MAT'L | FIN. | |
| B-1 | SHOP | CONC | HARDNER | CONC | BLK | PAINT | PAINT | |
| B-2 | MOTOR CONTROL RM. | CONC | HARDNER | BLK | PAINT | CONC | PAINT | |

& SHOP DOOR SCHEDULE

| DOOR No | DOOR | | | | FRAME | | | THRES TYPE | LINTEL | REMARKS |
|---------|----------|--------|--------|------|-------|------|-------|------------|--------|----------------------|
| | WIDTH | HEIGHT | THICK | TYPE | MAT'L | TYPE | MAT'L | | | |
| BD-1 | 2'-2" 6" | 7'-2" | 1 3/4" | C | HM | A | HM | A | BL-1 | |
| BD-2 | 3'-0" | | | A | | A | | | BL-2 | |
| BD-3 | 3'-0" | | | A | | A | | | BL-3 | |
| BD-4 | 3'-0" | | | A | | A | | | BL-4 | Door for Cont'l. Cab |
| BD-5 | 3'-0" | | | A | | A | | | BL-5 | |
| BD-6 | 2'-8" | 7'-2" | 1 3/4" | A | HM | A | HM | A | BL-6 | |

AREA LINTEL SCHEDULE

| MARK | MATERIAL | TYPE | M.O. | SECT. | REMARKS |
|------|------------------------------------|------|-------|-------|---------|
| BL-1 | 2x 5x5x3/8" | A | 5'-4" | JL | LOOSE |
| BL-2 | 1-2 4"x4"x5/16" 1-2 5"x5"x5/16" | A | 3'-4" | JL | LOOSE |
| BL-3 | OMIT | OMIT | OMIT | OMIT | OMIT |
| BL-4 | OMIT | OMIT | OMIT | OMIT | OMIT |
| BL-5 | 1-2 4"x4"x5/16" 1-2 5"x5"x5/16" | A | 3'-0" | JL | LOOSE |
| BL-6 | | A | 2'-8" | JL | LOOSE |
| BL-7 | | A | 4'-0" | JL | LOOSE |
| BL-8 | | A | 2'-8" | JL | LOOSE |
| BL-9 | 1-2 4"x4"x5/16" 1-2 5"x5"x5/16" | A | 3'-0" | JL | LOOSE |

DUMPING ROOM FINISH SCHEDULE

| ROOM No | ROOM DESIGNATION | FLOOR | | WALL | | CEILING | | REMARKS |
|---------|------------------|-------|---------|-------|------|---------|-------|---------|
| | | MAT'L | FIN. | MAT'L | FIN. | MAT'L | FIN. | |
| C-1 | DUMPING AREA | CONC | F-1 | CONC | BLK | HARD | PAINT | |
| C-2 | SHREDDER AREA | CONC | HARDNER | CONC | BLK | HARD | PAINT | |
| C-3 | TRANSFER AREA | CONC | F-1 | CONC | BLK | HARD | PAINT | |

F-1 - ANVIL - TOP FLOORING (SEE PLAN ON SHIT. 5-B FOR LOCATION)

& TRANSFER DOOR SCHEDULE

| DOOR No | DOOR | | | | FRAME | | | THRES | LINTEL | REMARKS |
|---------|--------|--------|-------|------|-------|------|-------|-------|--------|--------------------|
| | WIDTH | HEIGHT | THICK | TYPE | MAT'L | TYPE | MAT'L | | | |
| CD-1 | 16'-0" | 16'-0" | 2" | D | | B | STEEL | - | - | SEE STR. DWG # 514 |

NOTE

- Loose lintels to have a minimum end bearing of 6"
- For incidental openings not shown on structural plans, provide one 2 3/2 x 3 1/2 x 5/16" for each 4" of wall thickness up to 4'-0" opening, or one 2 6 x 3 1/2 x 5/16" LLV for each 4" of wall thickness for openings 4'-0" up to 8'-0".

SCALE HOUSE

ROOM FINISH SCHEDULE

| ROOM No | ROOM DESIGNATION | FLOOR | | WALL | | CEILING | | REMARKS |
|---------|------------------|-------|--------|-------|-------|---------|-------|---------|
| | | MAT'L | FIN. | MAT'L | FIN. | MAT'L | FIN. | |
| S-1 | SCALE HOUSE | CONC. | HARDN. | BLK | PAINT | CONC. | PAINT | |

DOOR SCHEDULE

| DOOR No | DOOR | | | | FRAME | | | THRES | LINTEL | REMARKS |
|---------|-------|--------|--------|------|-------|------|-------|-------|--------|---------|
| | WIDTH | HEIGHT | THICK | TYPE | MAT'L | TYPE | MAT'L | | | |
| SD-1 | 3'-0" | 7'-2" | 1 3/4" | B | HM | A | HM | A | SL-1 | |
| SD-2 | 3'-0" | 7'-2" | 1 3/4" | B | HM | A | HM | A | SL-2 | |

LINTEL SCHEDULE

| MARK | MATERIAL | TYPE | M.O. | SECT. | REMARKS |
|------|--------------------------|------|-----------|-------|----------|
| SL-1 | 2x 3 1/2 x 3 1/2 x 5/16" | A | 3'-0" | JL | LOOSE |
| SL-2 | | A | 3'-0" | JL | |
| SL-3 | | A | 3'-0 1/2" | JL | |
| SL-4 | 2x 3 1/2 x 3 1/2 x 5/16" | | 3'-0 1/2" | JL | |
| SL-5 | 2x 3 1/2 x 3 1/2 x 5/16" | | 2'-8 1/2" | JL | LOOSE, ① |

① For Lintel type see detail on shft. A-7.

IN CHARGE OF: P.D.L.
DESIGNED BY: R.M., J.B.K.
DRAWN BY: M.C.C.L.R.
CHECKED BY: *[Signature]*

COUNTY OF ONONDAGA
LEY CREEK SHREDDING PLANT
CONTRACT NO. 5A
SCHEDULES

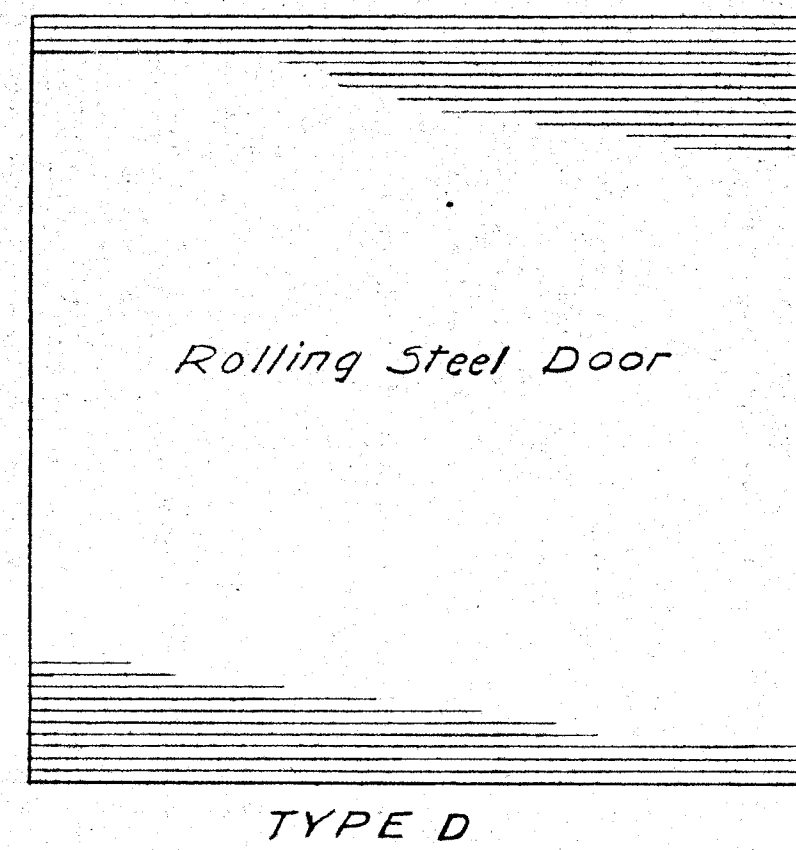
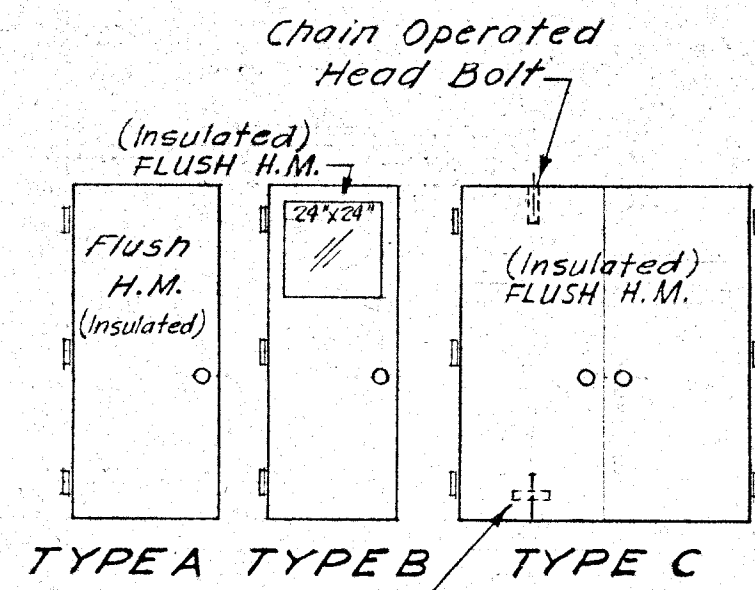
TOWN OF SALINA ONONDAGA COUNTY, N.Y.

BARTON, BROWN, CLYDE & LOGUIDICE, P.C.
CONSULTING ENGINEERS & LAND SURVEYORS
NORTH SYRACUSE, NEW YORK

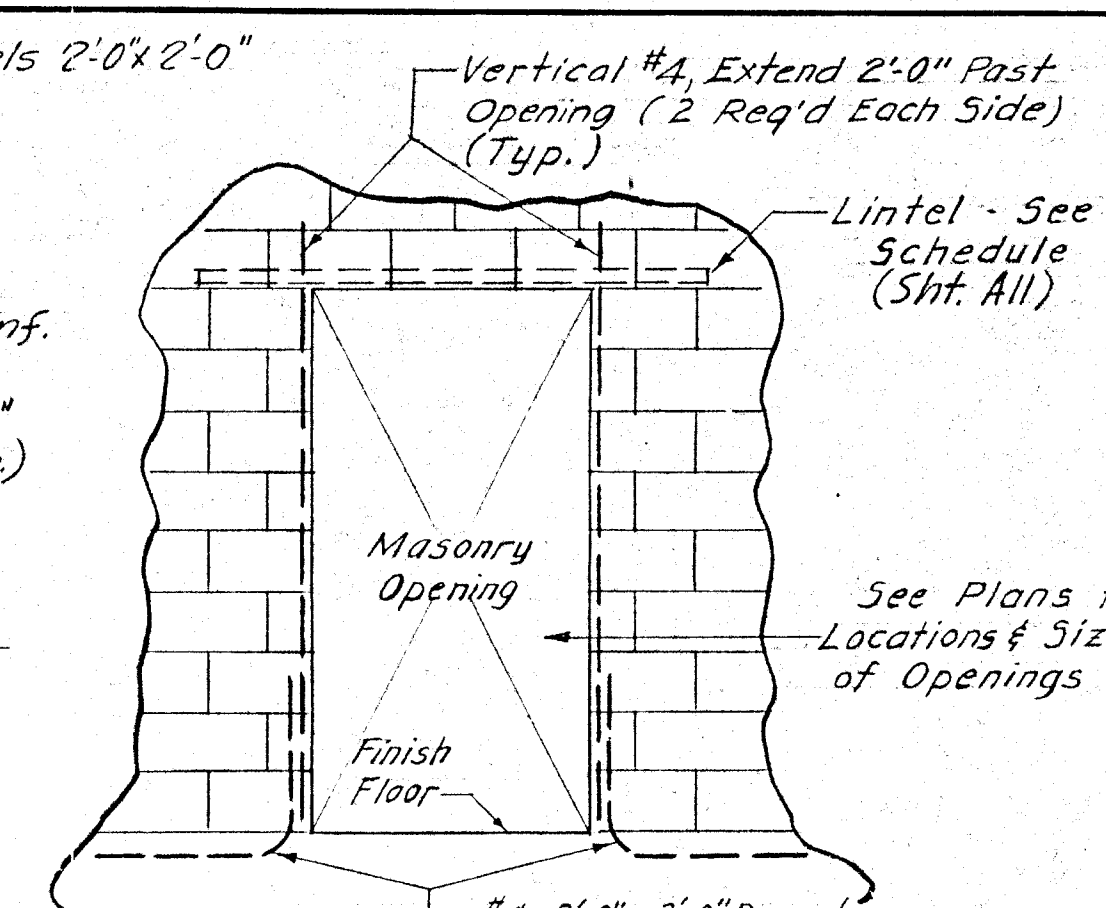
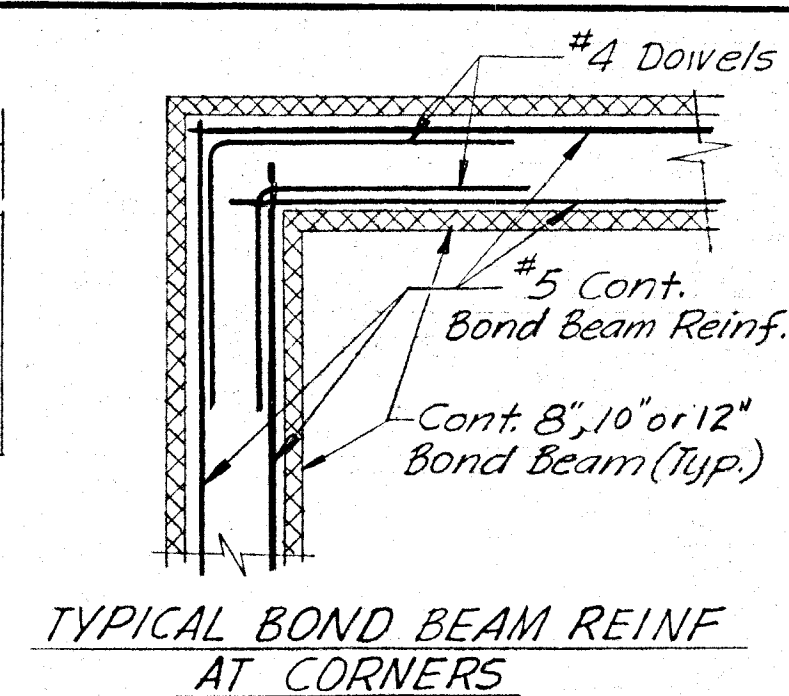
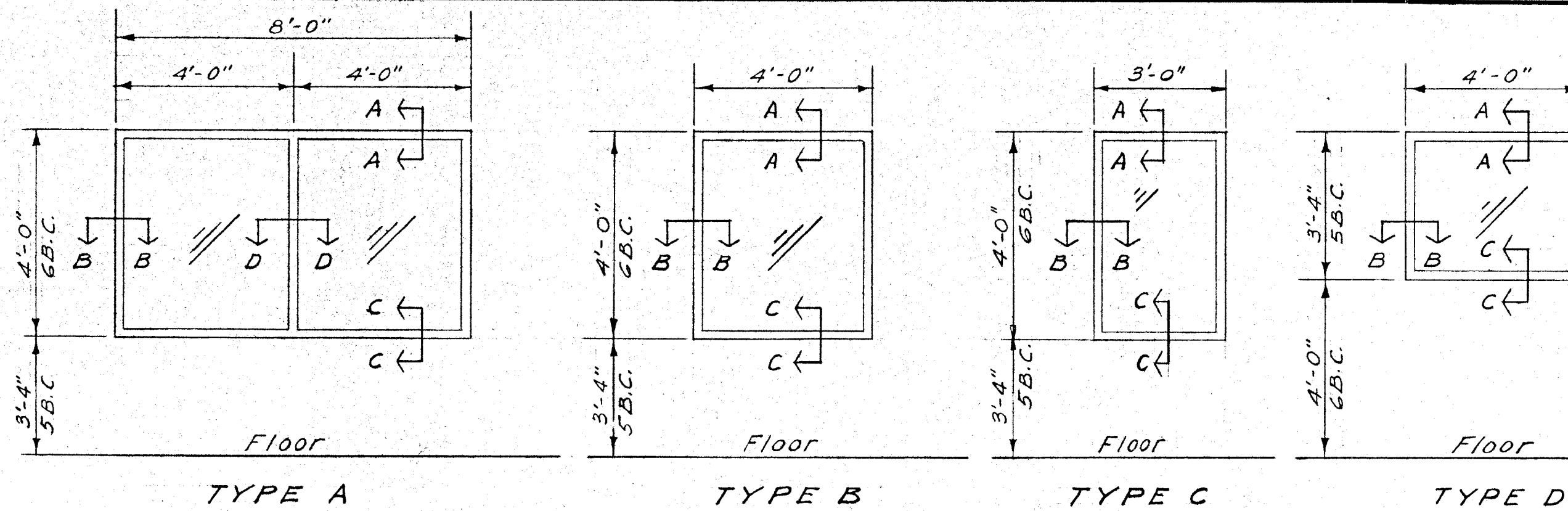
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FILE NO.: 55.29-43F

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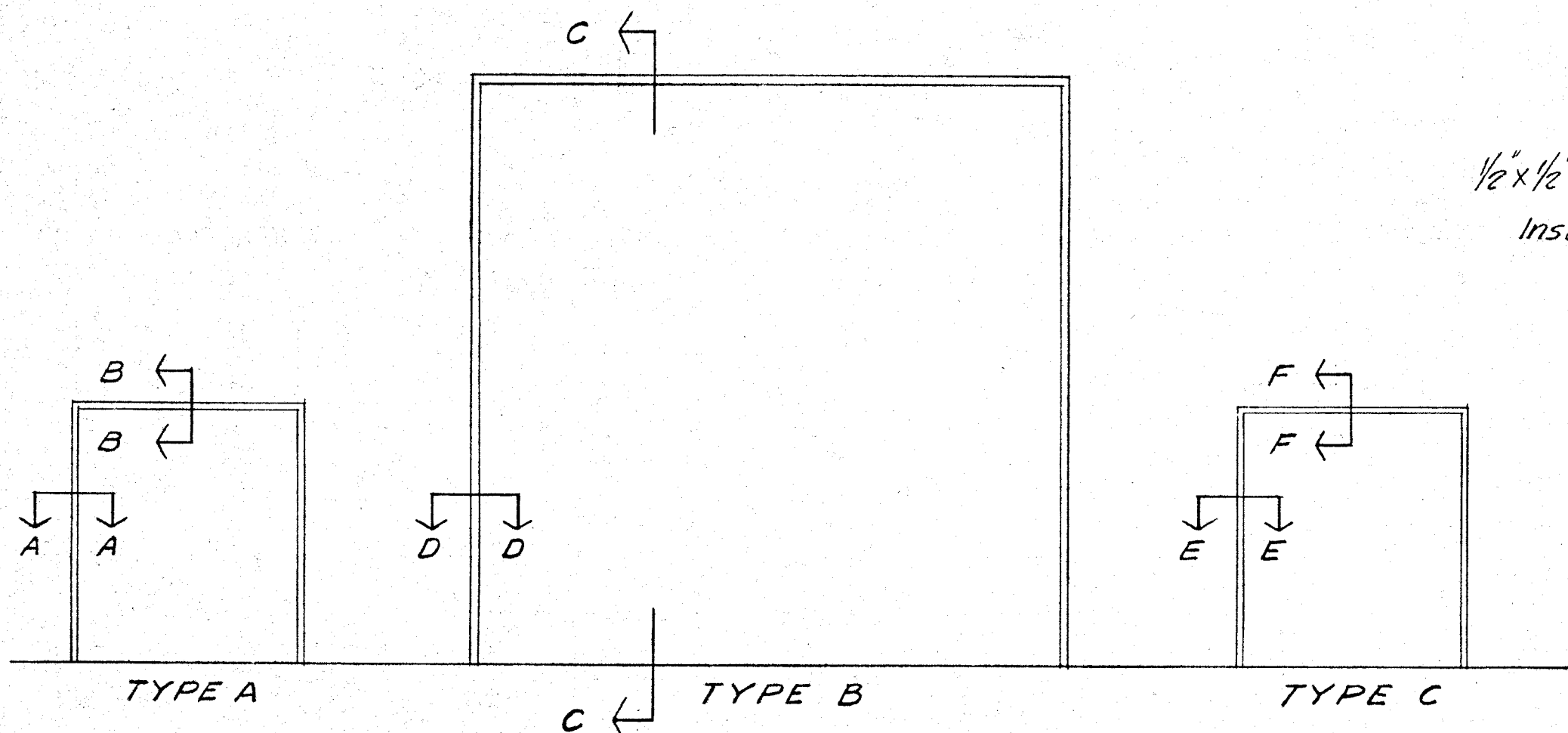
NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.



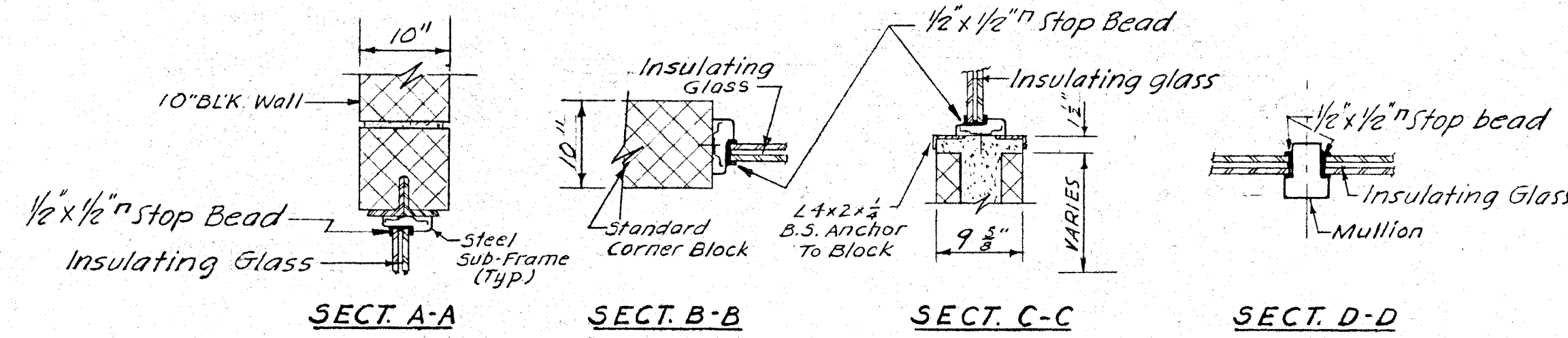
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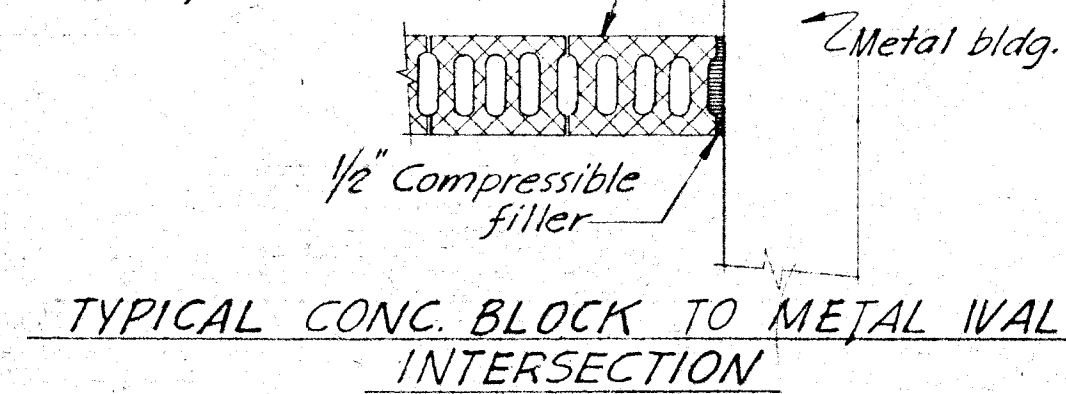
TYP. REINF. @ DOOR OPENING
Not to Scale



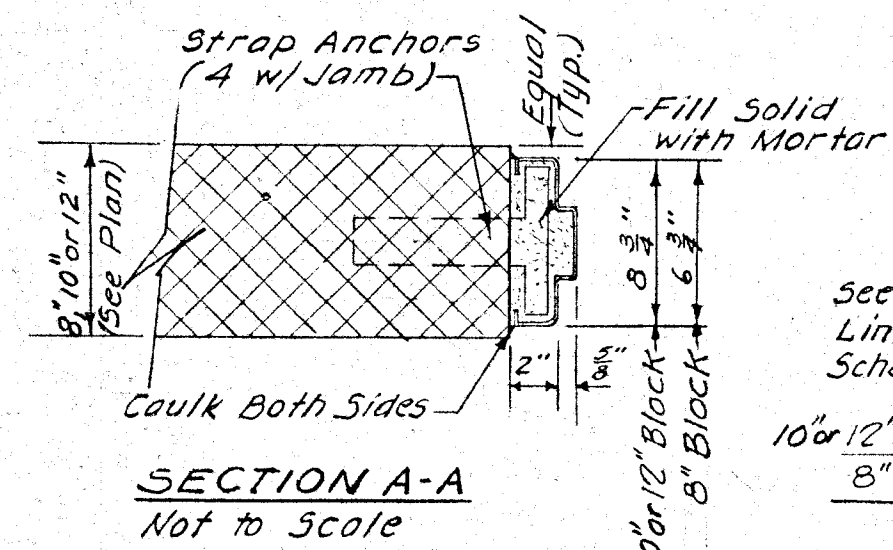
DOOR FRAME TYPES
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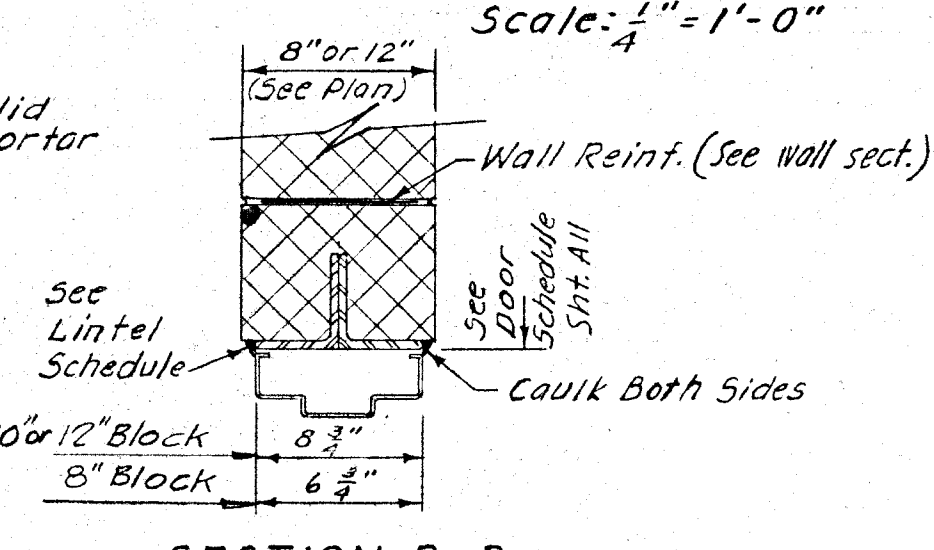
WINDOW TYPES AND DETAILS
N.T.S.



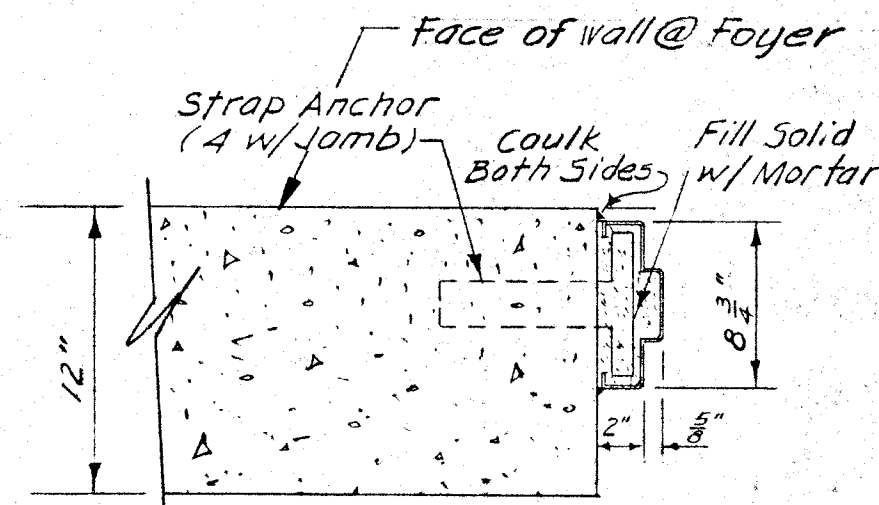
TYPICAL CONC. BLOCK TO METAL WALL INTERSECTION



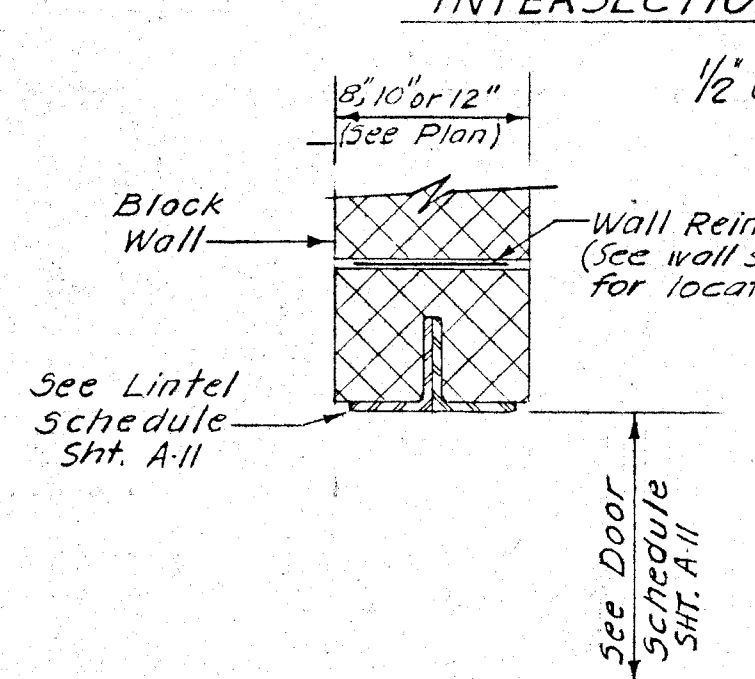
SECTION A-A
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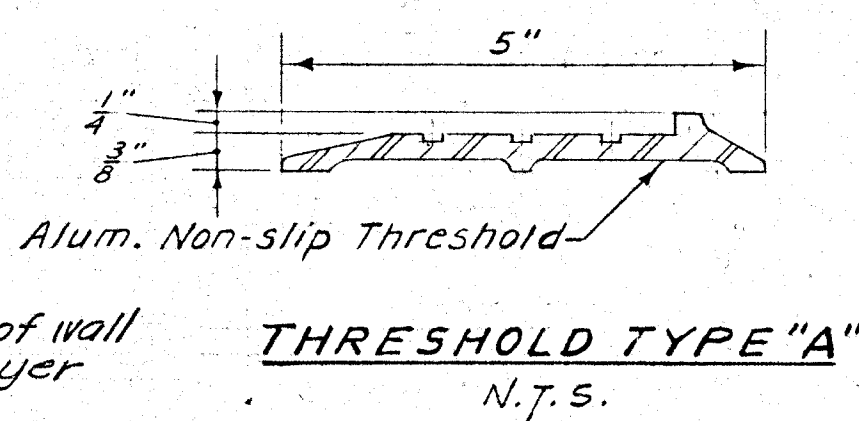
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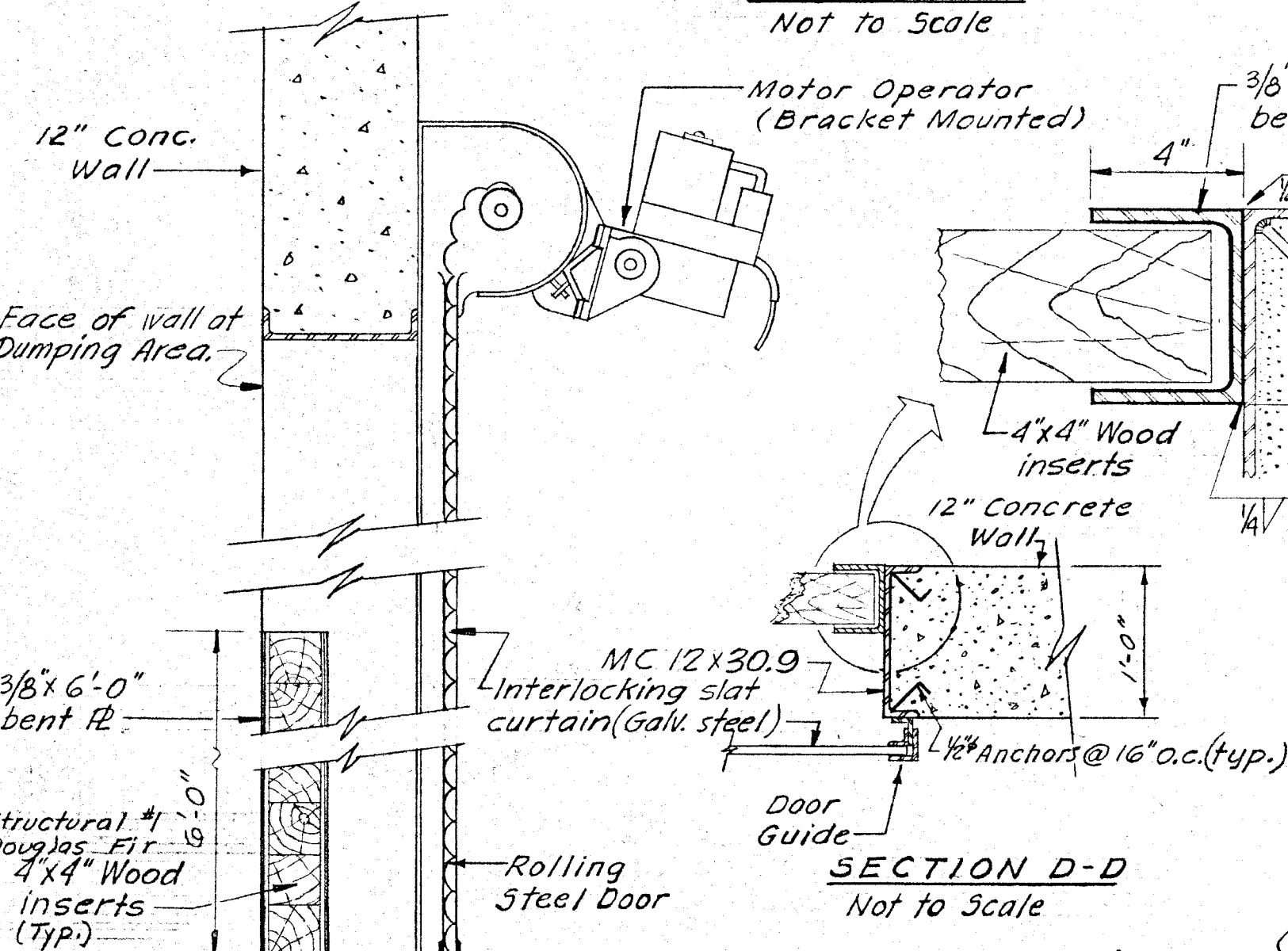
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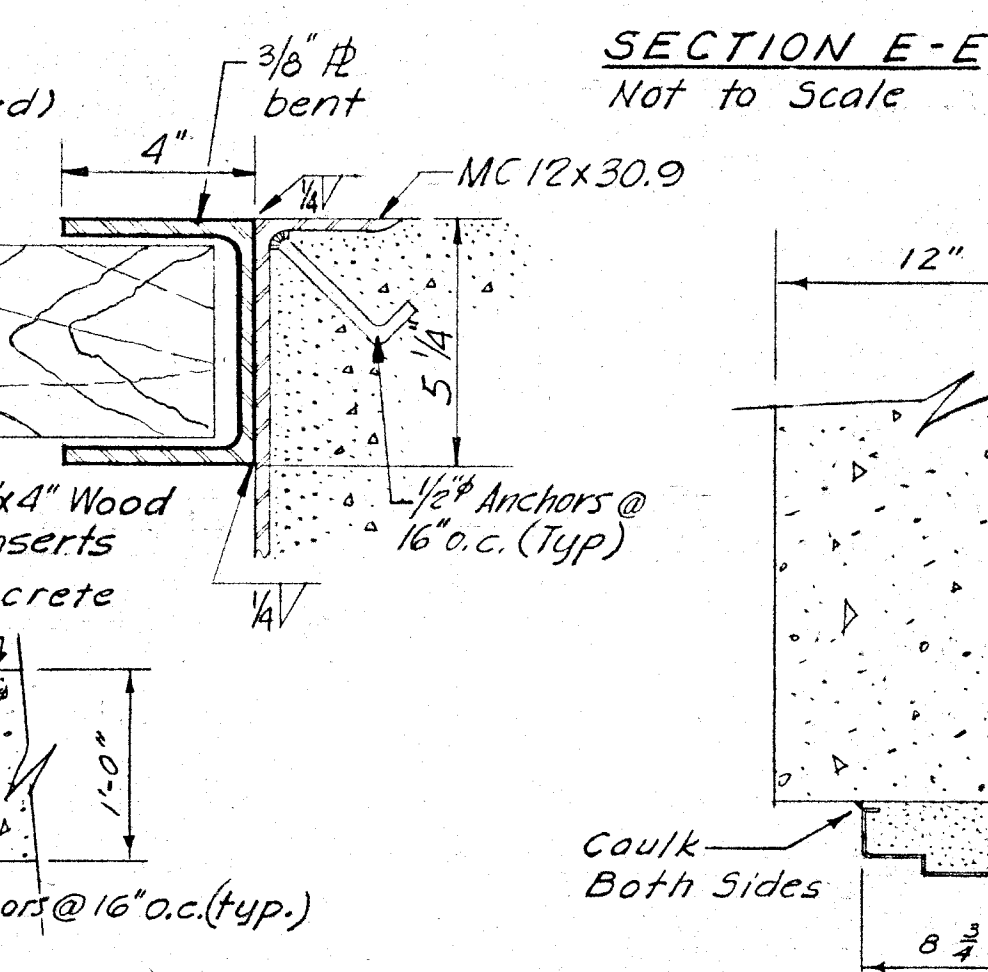
TYPE "A" DOOR LINTEL
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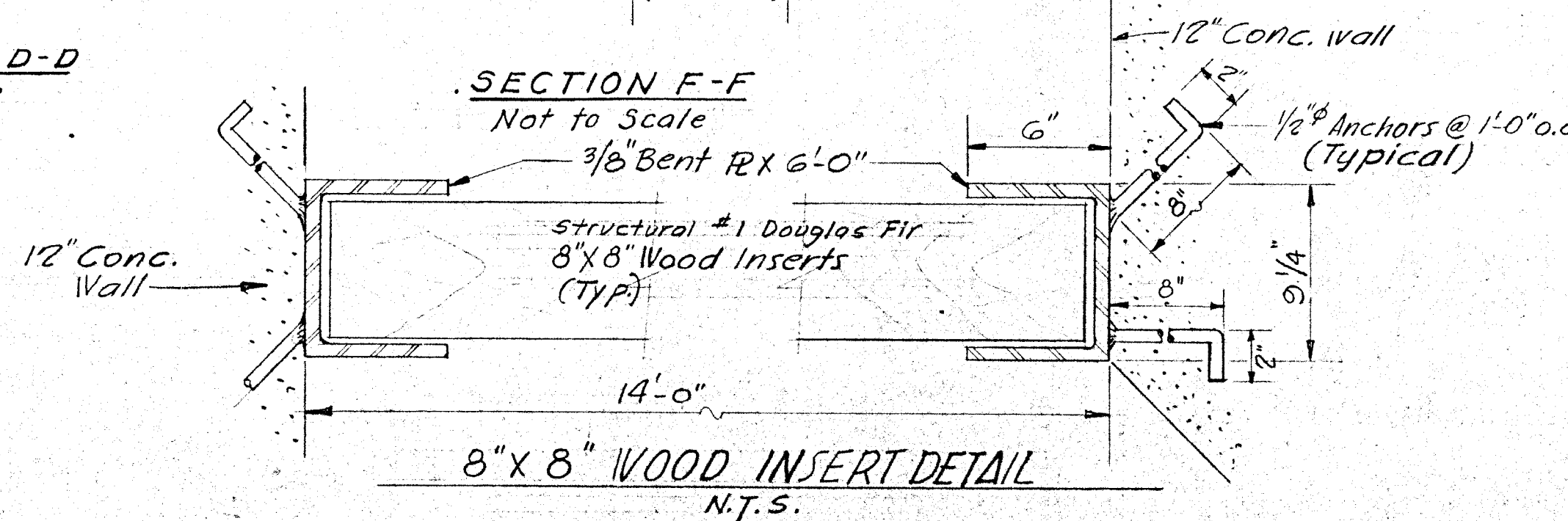
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SECTION C-C
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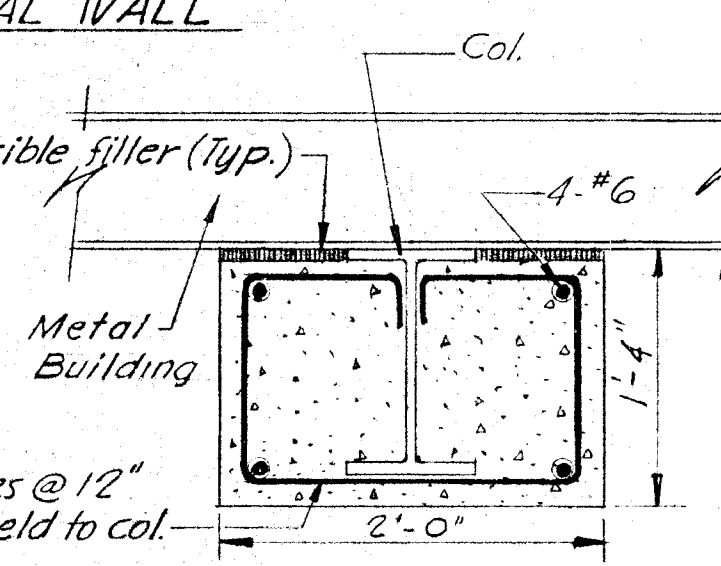


SECTION D-D
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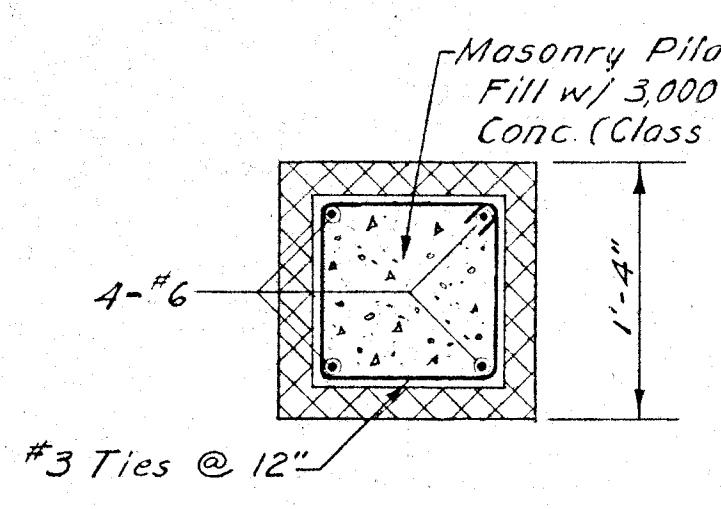


SECTION F-F
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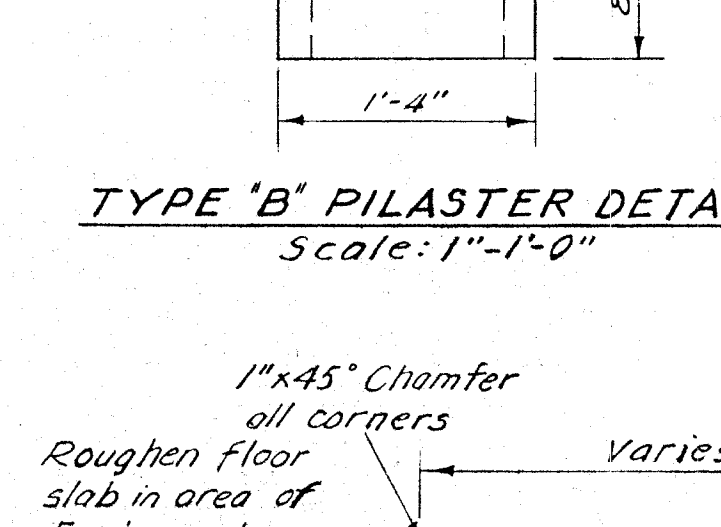
8" x 8" WOOD INSERT DETAIL
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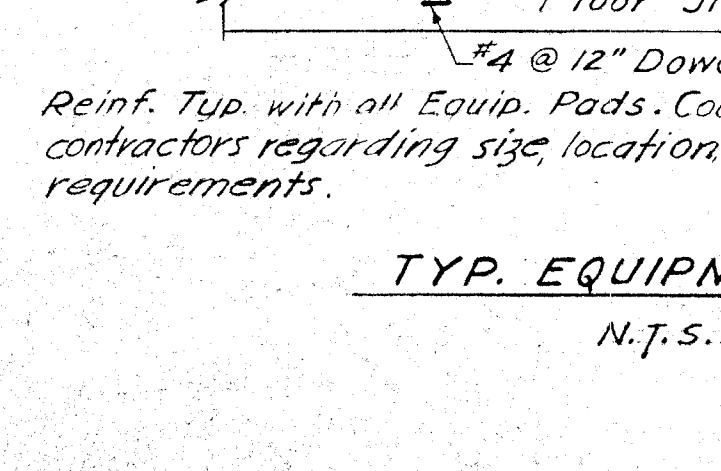
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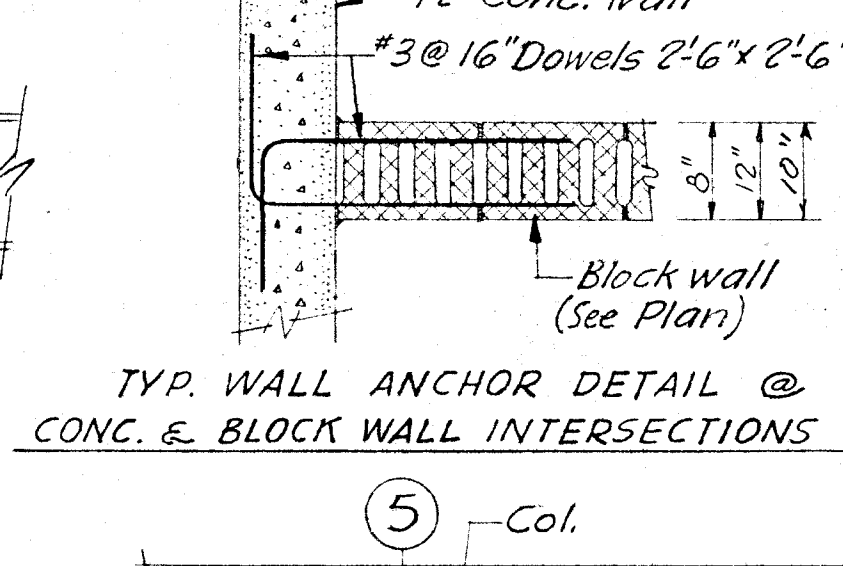
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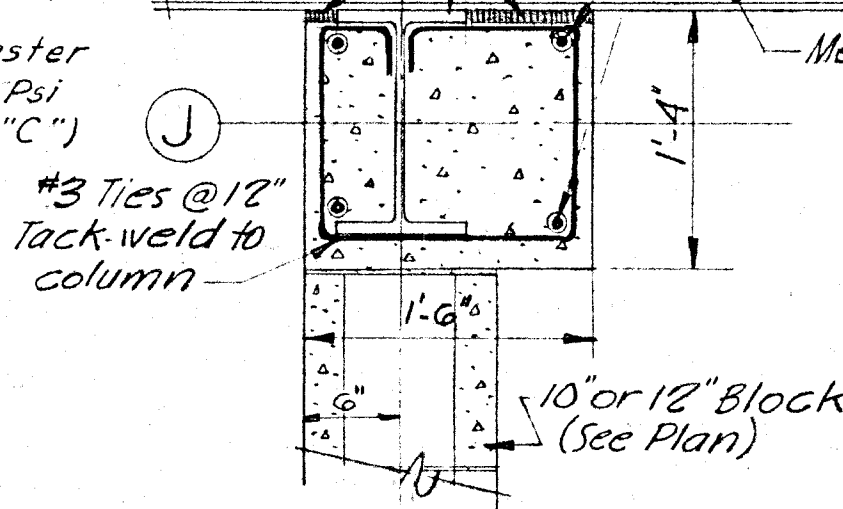
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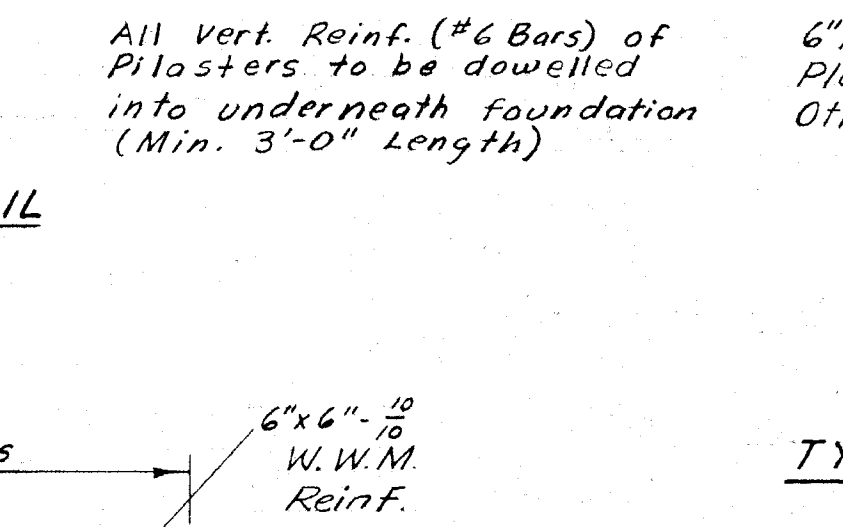
TYP. EQUIPMENT PAD
N.T.S.



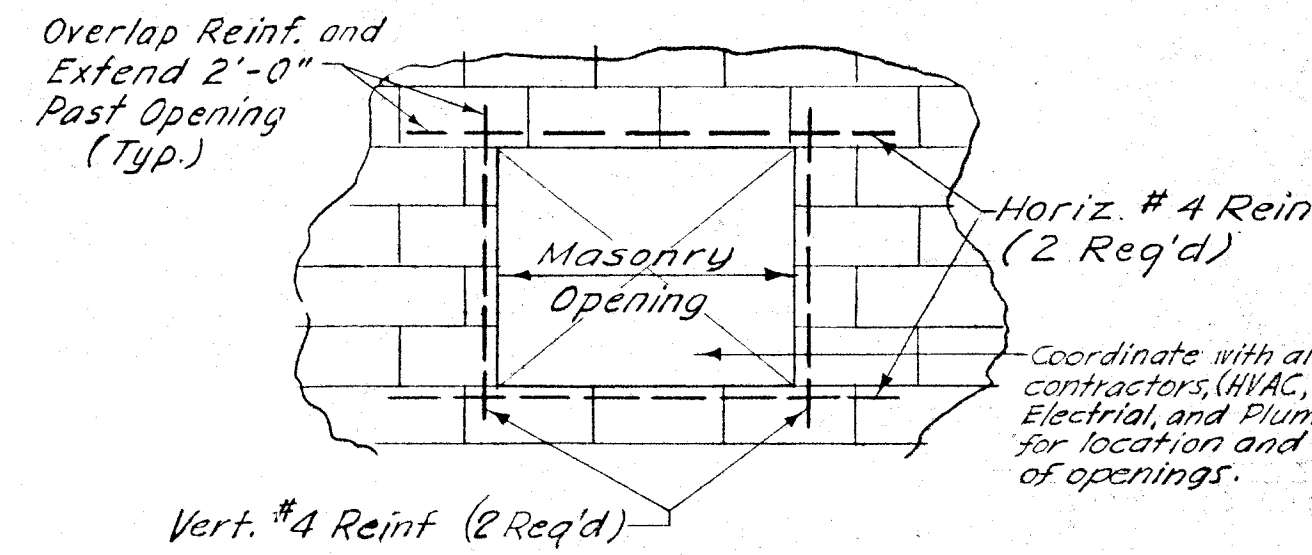
TYP. WALL ANCHOR DETAIL @ CONC. & BLOCK WALL INTERSECTIONS



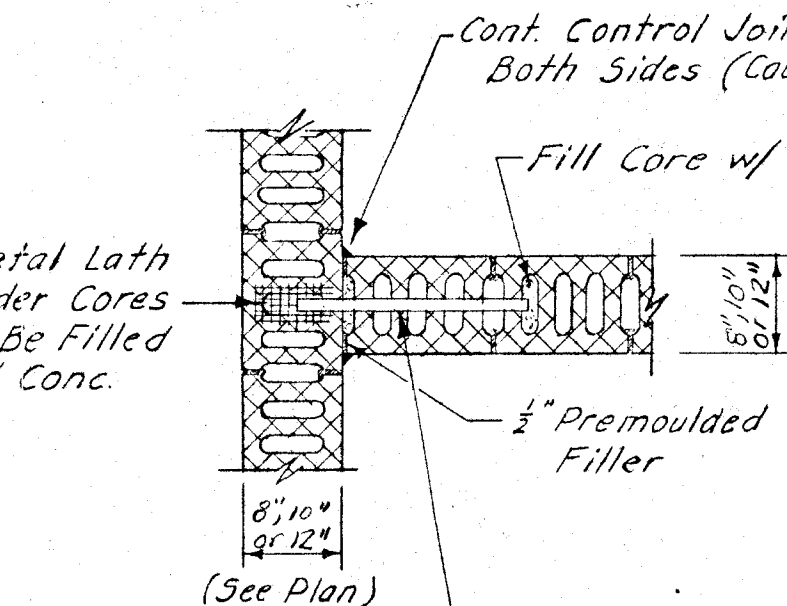
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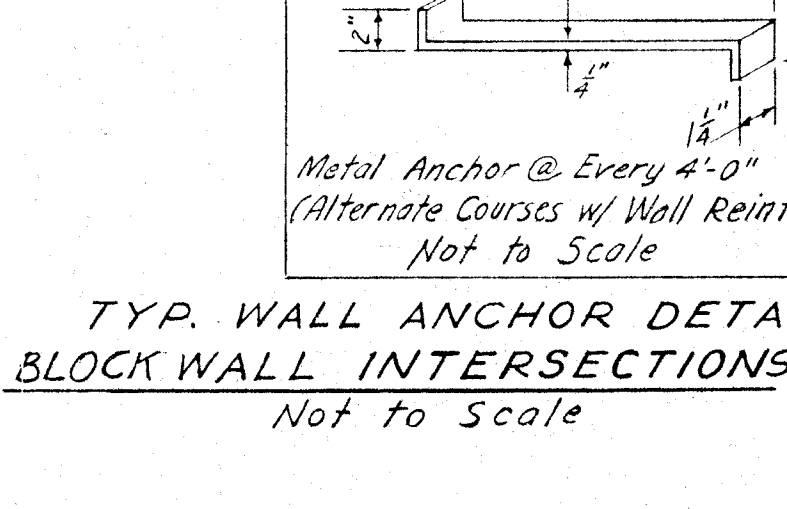
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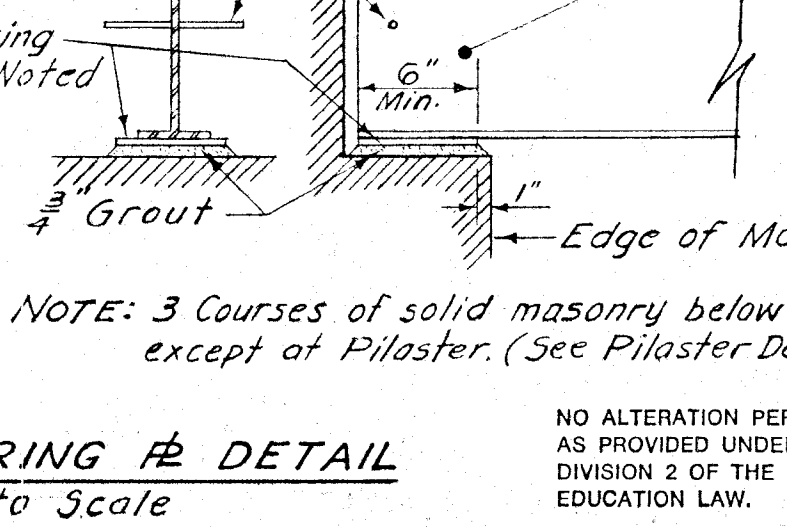
TYP. REINF. @ WALL OPENING
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TYP. WALL ANCHOR DETAIL @ BLOCK WALL INTERSECTIONS
Not to Scale



TYP. WALL ANCHOR DETAIL @ BLOCK WALL INTERSECTIONS
Not to Scale



TYP. WALL ANCHOR DETAIL @ BLOCK WALL INTERSECTIONS
Not to Scale

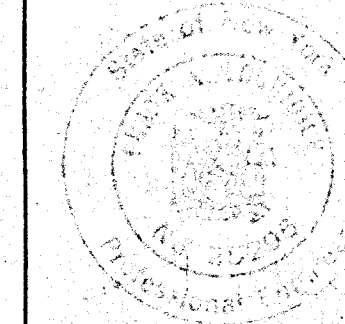
IN CHARGE OF: P.D.L.
DESIGNED BY: R.M., J.B.K.
DRAWN BY: M.C.C., L.B.
CHECKED BY: [Signature]

COUNTY OF ONONDAGA
LEY CREEK SHREDDING PLANT
CONTRACT NO. 5A
MISC. DETAIL

TOWN OF SALINA ONONDAGA COUNTY, N.Y.
BARTON, BROWN, CLYDE & LOGUIDICE, P.C.
CONSULTING ENGINEERS & LAND SURVEYORS
NORTH SYRACUSE, NEW YORK

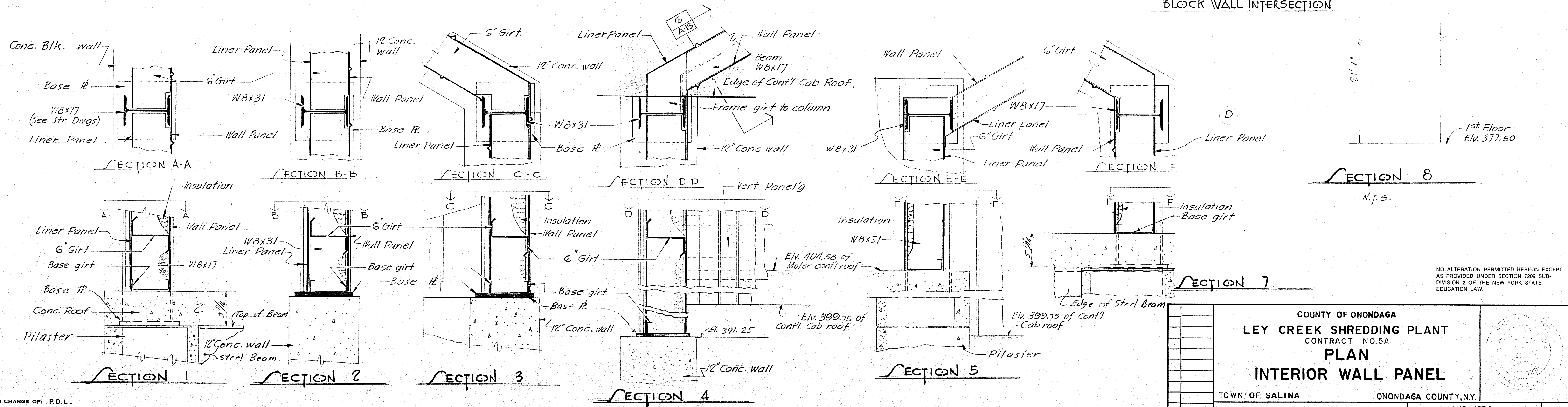
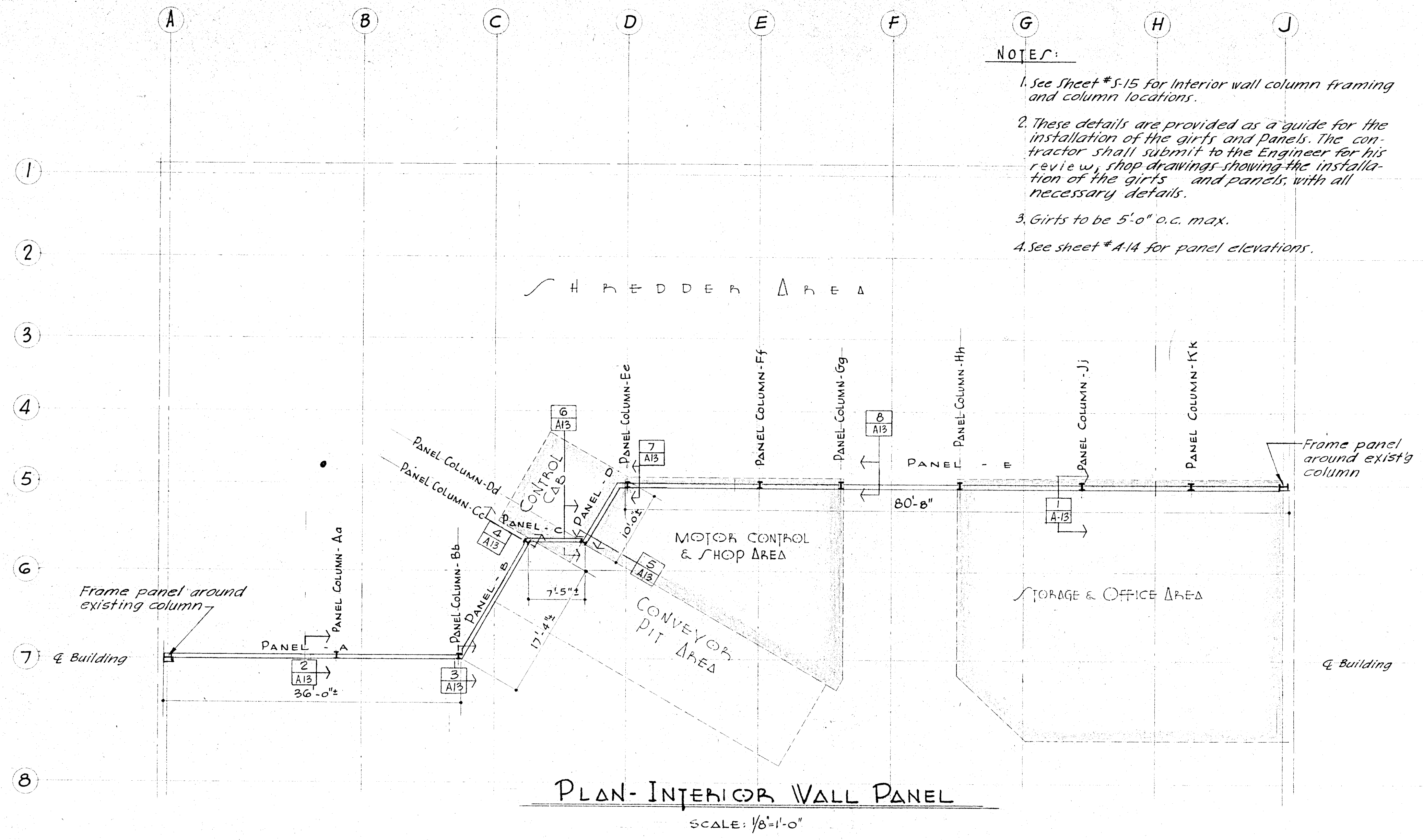
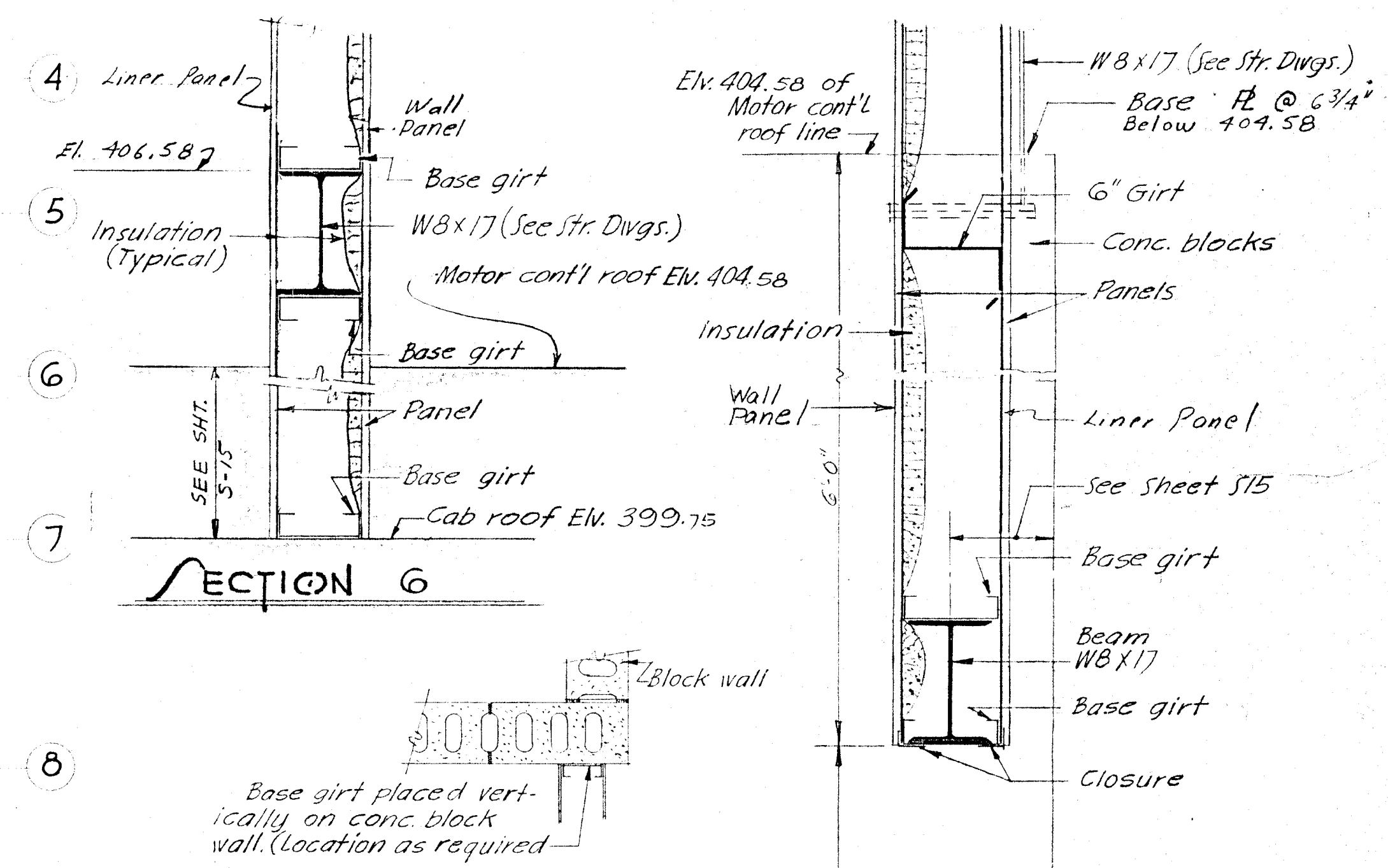
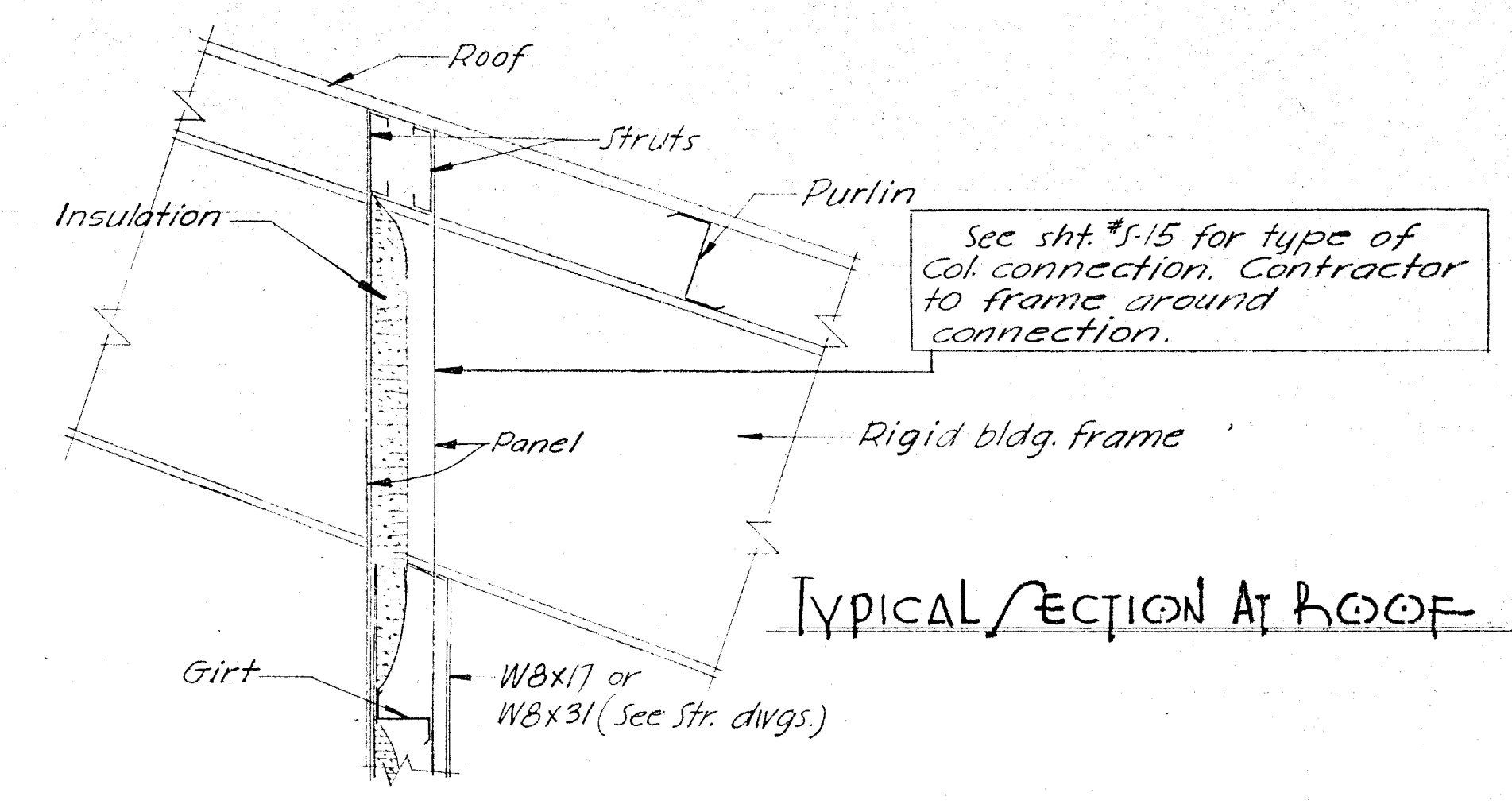
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SCALE: AS SHOWN
FILE NO.: 55.29-44F

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.



A12

- NOTES:**
1. See Sheet #S-15 for Interior wall column framing and column locations.
 2. These details are provided as a guide for the installation of the girts and panels. The contractor shall submit to the Engineer for his review shop drawings showing the installation of the girts and panels, with all necessary details.
 3. Girts to be 5'-0" o.c. max.
 4. See sheet #A-14 for panel elevations.



NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

COUNTY OF ONONDAGA
LEY CREEK SHREDDING PLANT
 CONTRACT NO. 5A
PLAN
INTERIOR WALL PANEL

TOWN OF SALINA ONONDAGA COUNTY, N.Y.

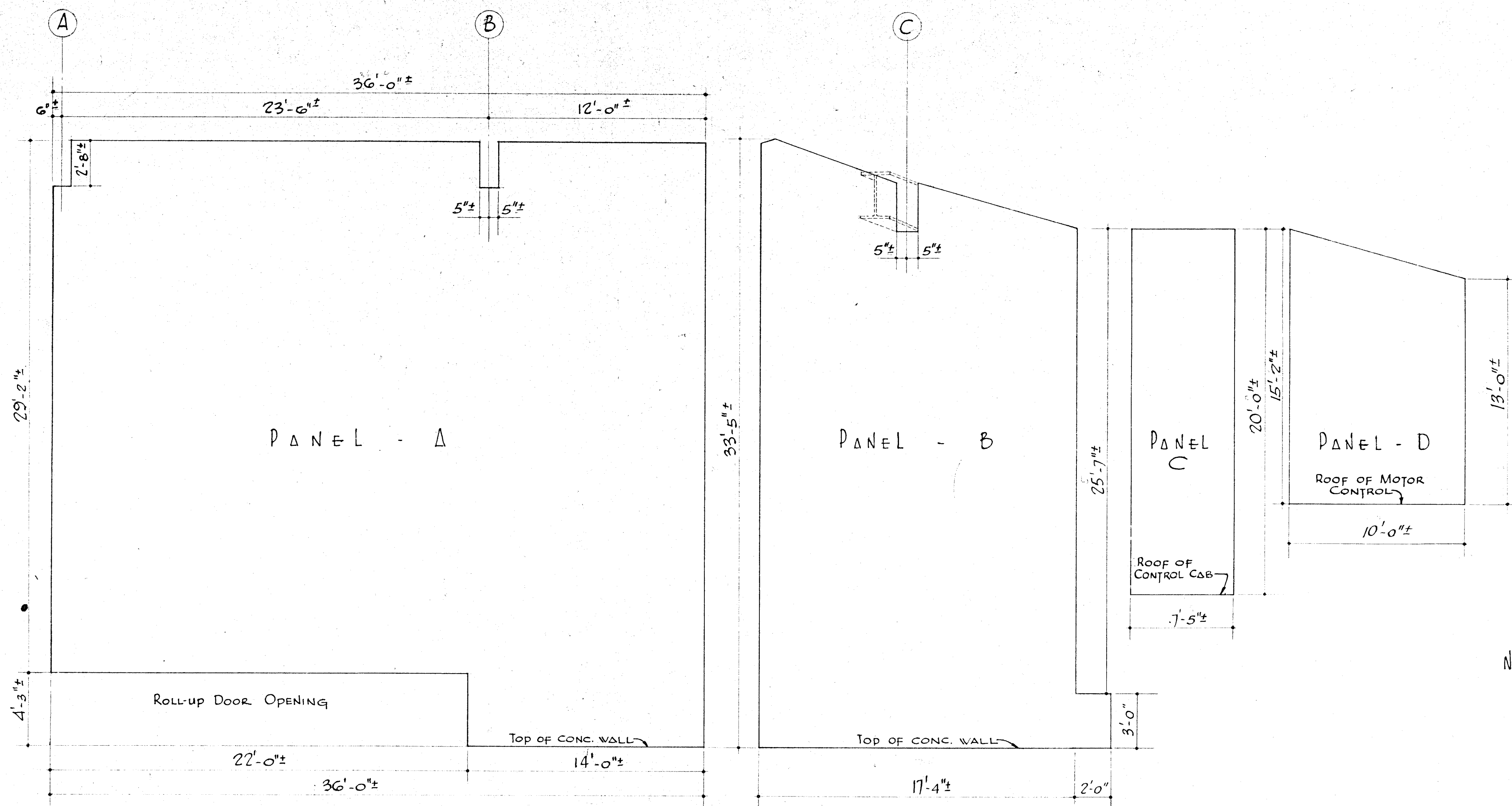
BARTON, BROWN, CLYDE & LOGUIDICE, P.C.
 CONSULTING ENGINEERS & LAND SURVEYORS
 NORTH SYRACUSE, NEW YORK

DATE: MAY 15, 1974
 SCALE: AS SHOWN
 FILE NO.: 5529-45F

REVISIONS

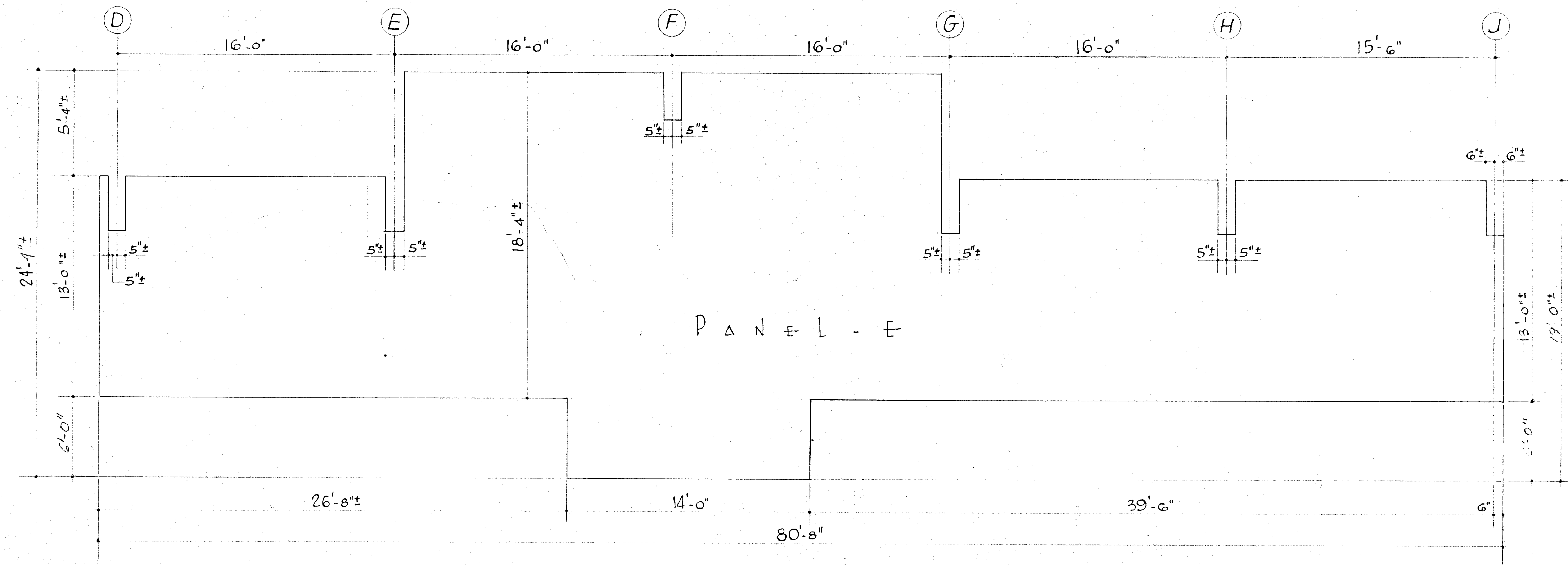
A13

IN CHARGE OF: P.D.L.
 DESIGNED BY: R.M., J.B.K.
 DRAWN BY: L.R.
 CHECKED BY: [Signature]



NOTES:

1. The dimensions shown on this sheet are approximate. The contractor shall verify all dimensions in field before manufacturing interior panels.
2. This drawing is to be read in conjunction with sheets no. S-15 and A-13.
3. Coordinate with HVAC and Electrical contractor about size, location of inserts, sleeves, and openings.

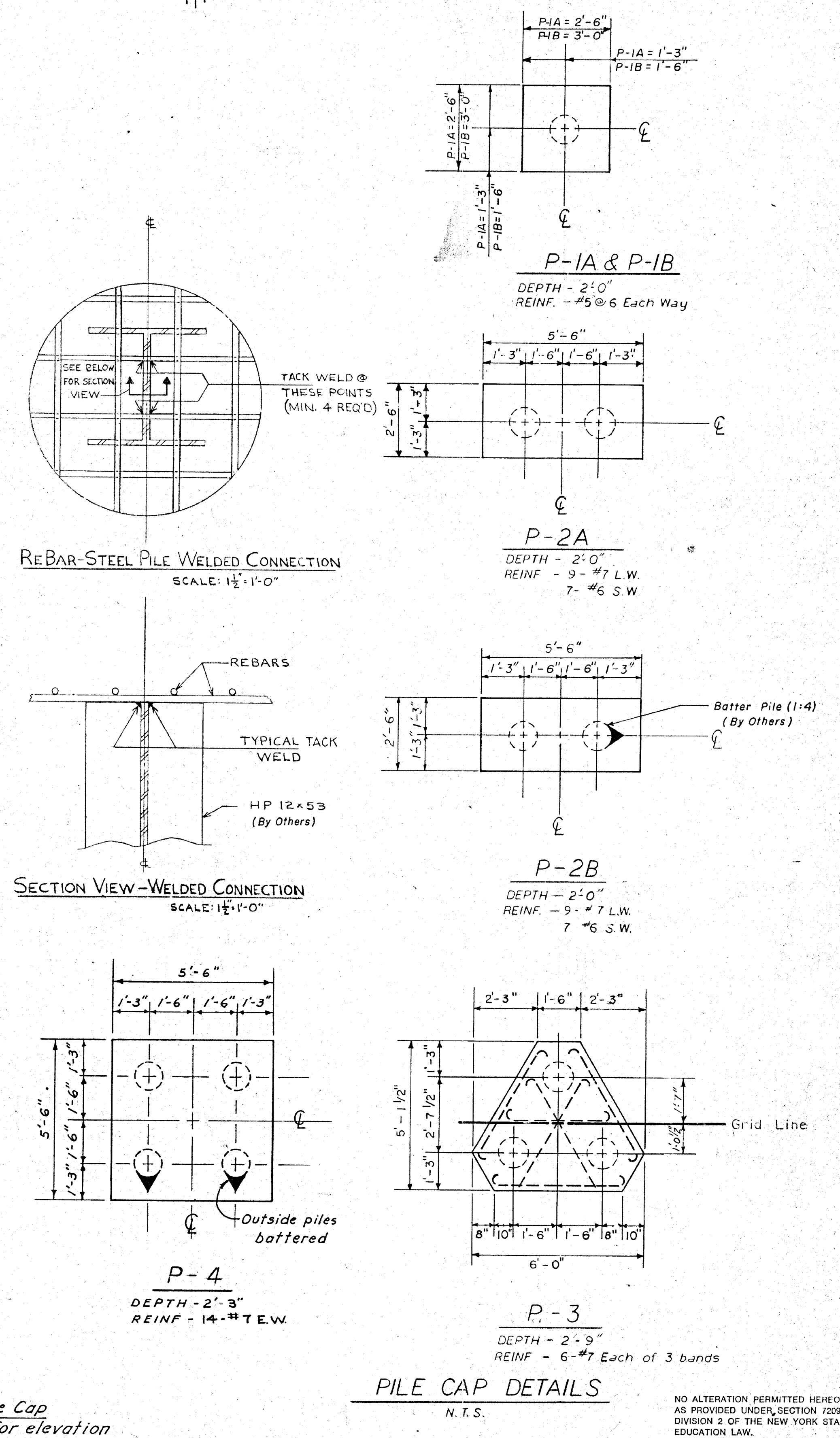
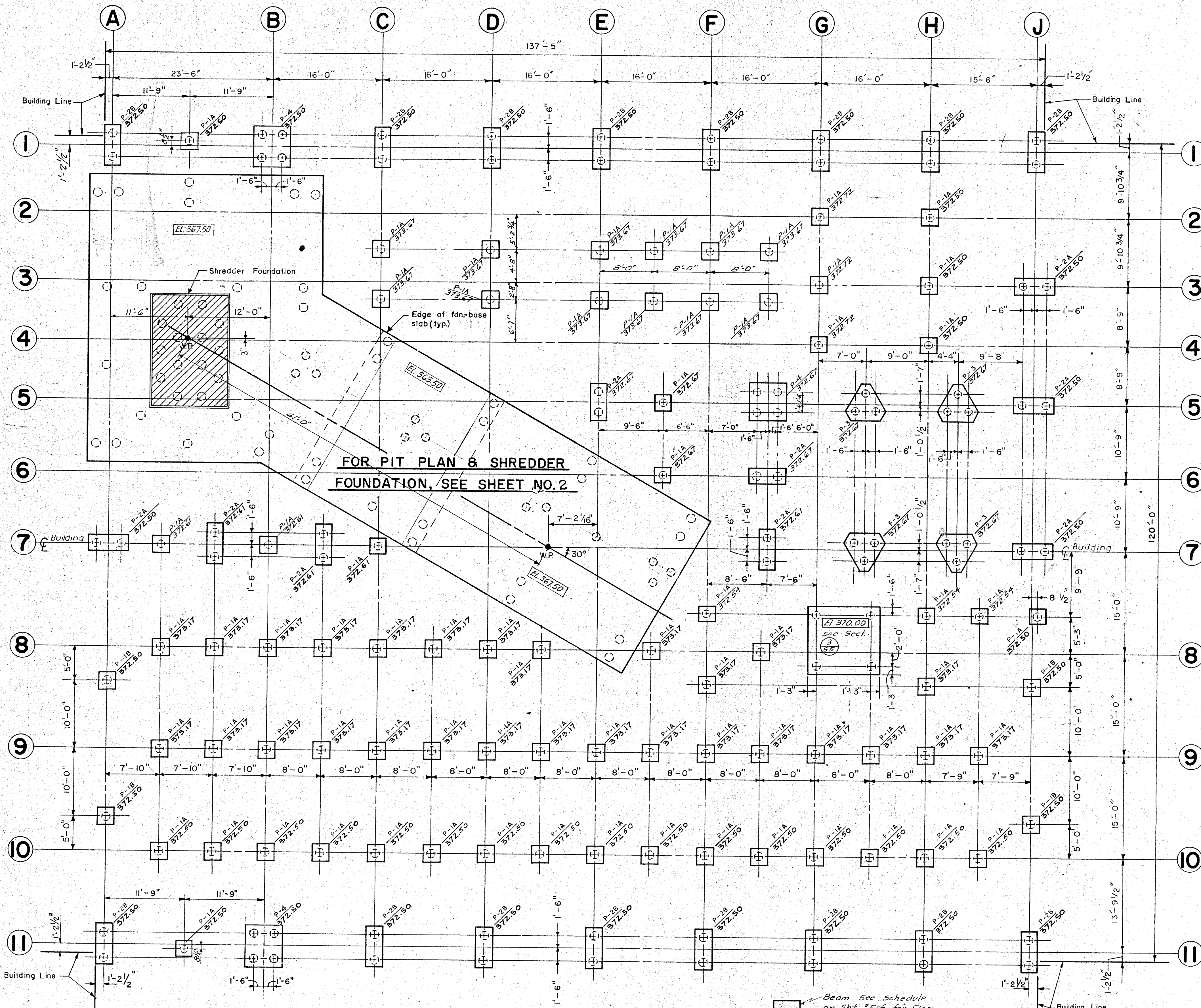


NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 1209 SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

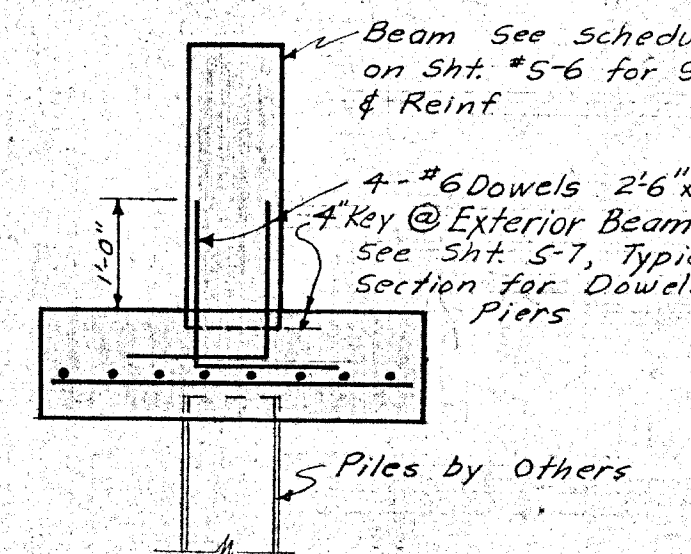
IN CHARGE OF: R.D.L.
 DESIGNED BY: R.M., J.B.K.
 DRAWN BY: L.R.
 CHECKED BY: J.R.C.

| | | |
|--|-----------------------|--|
| COUNTY OF ONONDAGA | | |
| LEY CREEK SHREDDING PLANT | | |
| CONTRACT NO. 5A | | |
| ELEVATIONS | | |
| INTERIOR WALL PANEL | | |
| TOWN OF SALINA | ONONDAGA COUNTY, N.Y. | |
| BARTON, BROWN, CLYDE & LOGUIDICE, P.C. | DATE: MAY 15, 1974 | |
| CONSULTING ENGINEERS & LAND SURVEYORS | SCALE: NONE | |
| NORTH SYRACUSE, NEW YORK | FILE NO: 55-29-46F | |
| REVISIONS | | |

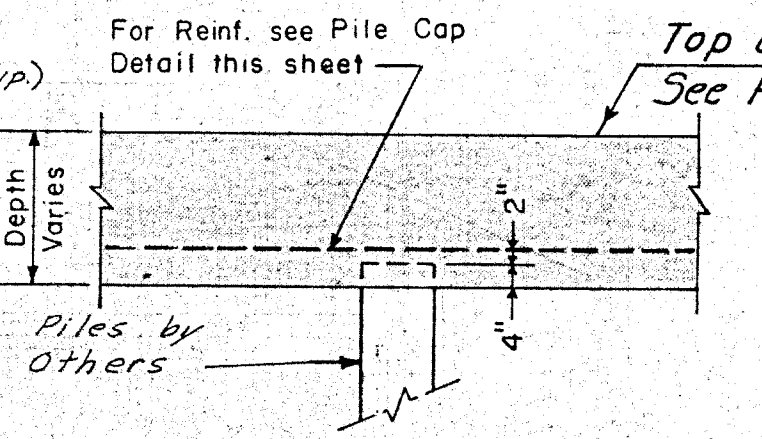
A14



PILE CAP PLAN
Scale: 1/8" = 1'-0"




TYPICAL PILE CAP & BEAM CONNECTION
N.T.S.




TYPICAL PILE CAP SECTION
N.T.S.

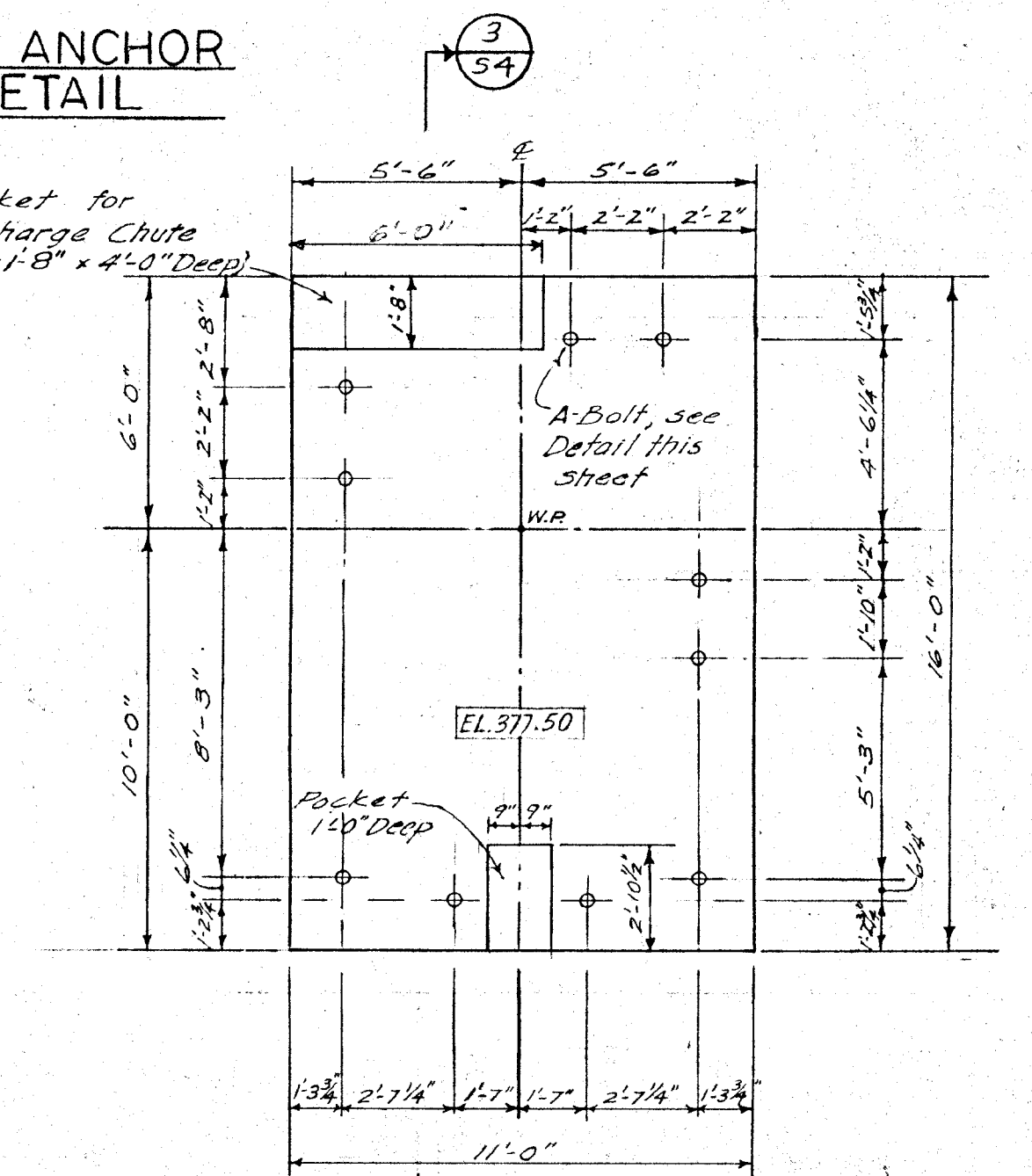
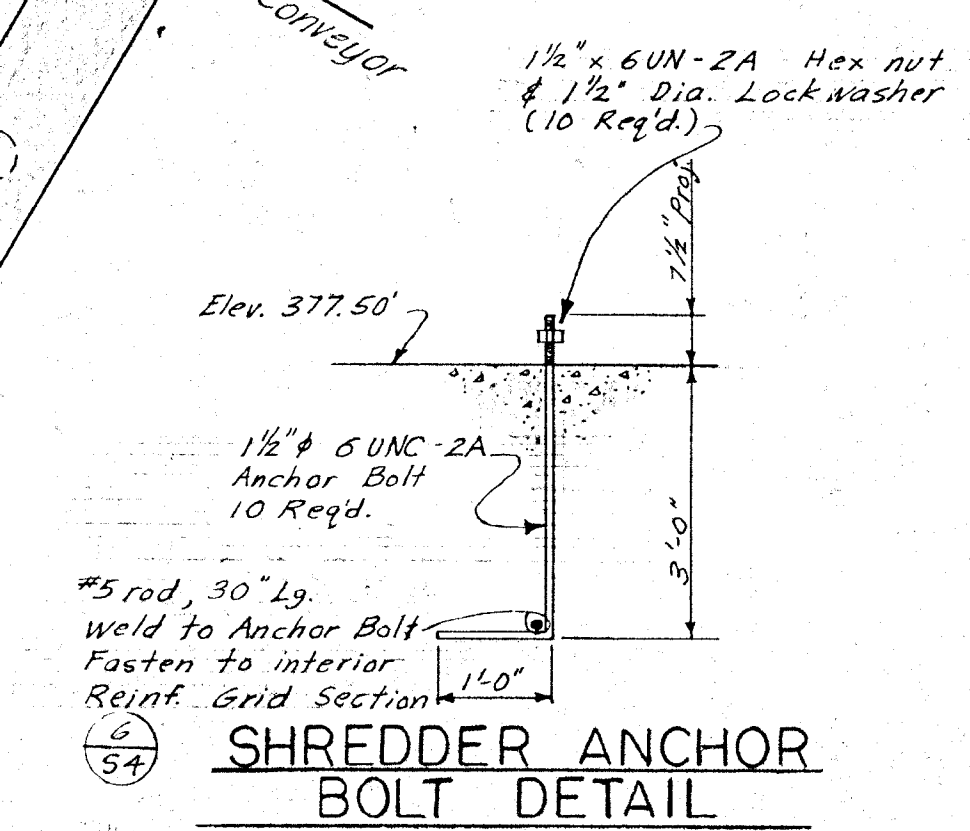
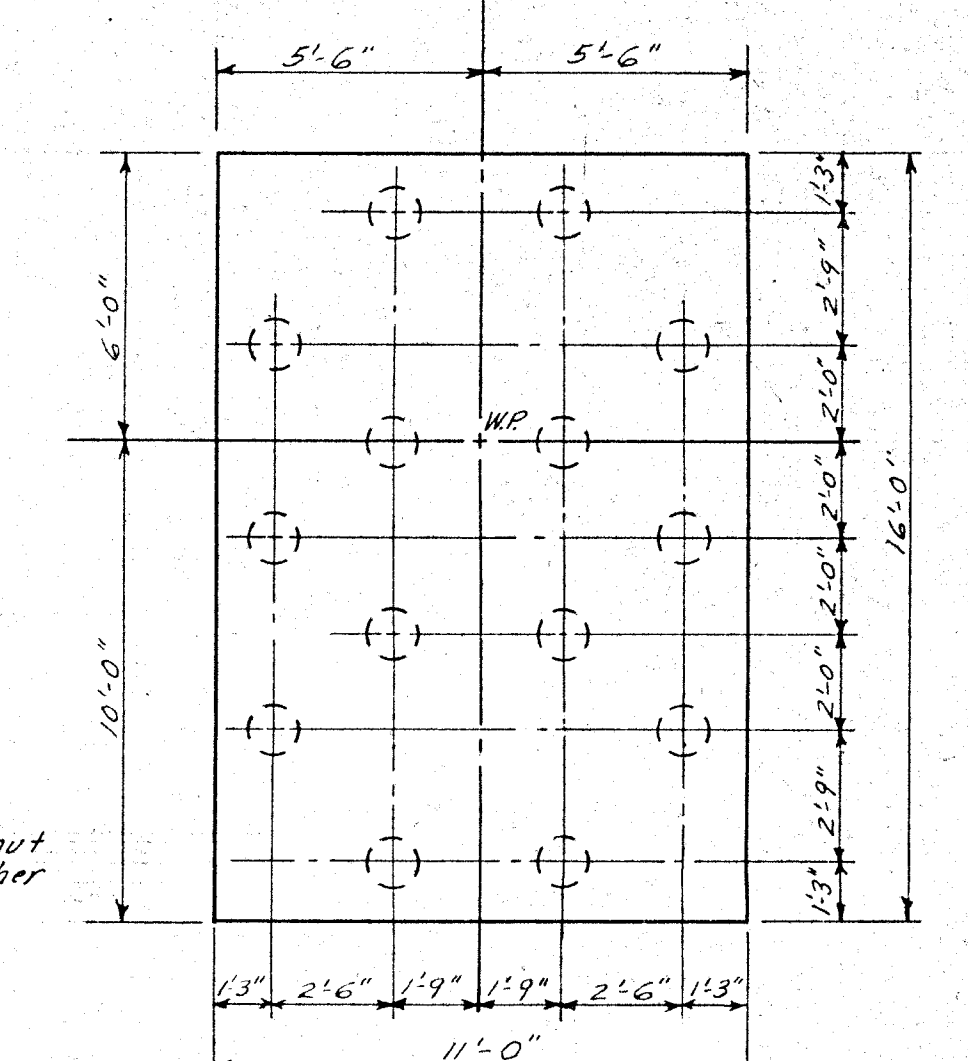
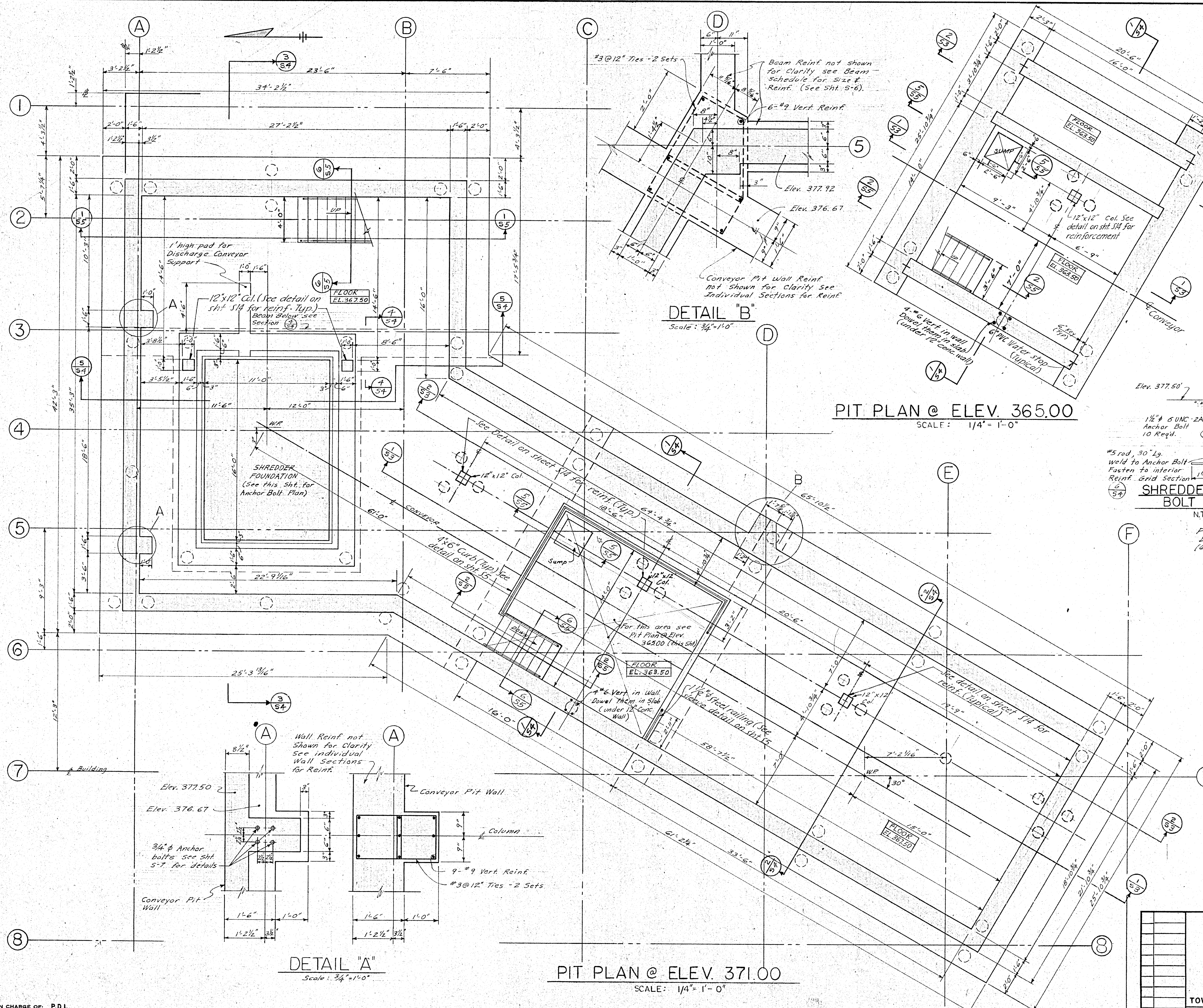
NOTES:

- Contractor shall verify location and cut off elevations of driven piles before pouring any cap.
- Designated number and top of pile cap elevation is shown thus 
- For general notes, see drawing No. S-12
- All Cast In Place Concrete Piles Are Substituted by HP12x53 Steel Piles
- All Piles are by Others.

IN CHARGE OF: P.D.L.
DESIGNED BY: R.M.
DRAWN BY: R.J.C., M.C.C.
CHECKED BY: *[Signature]*

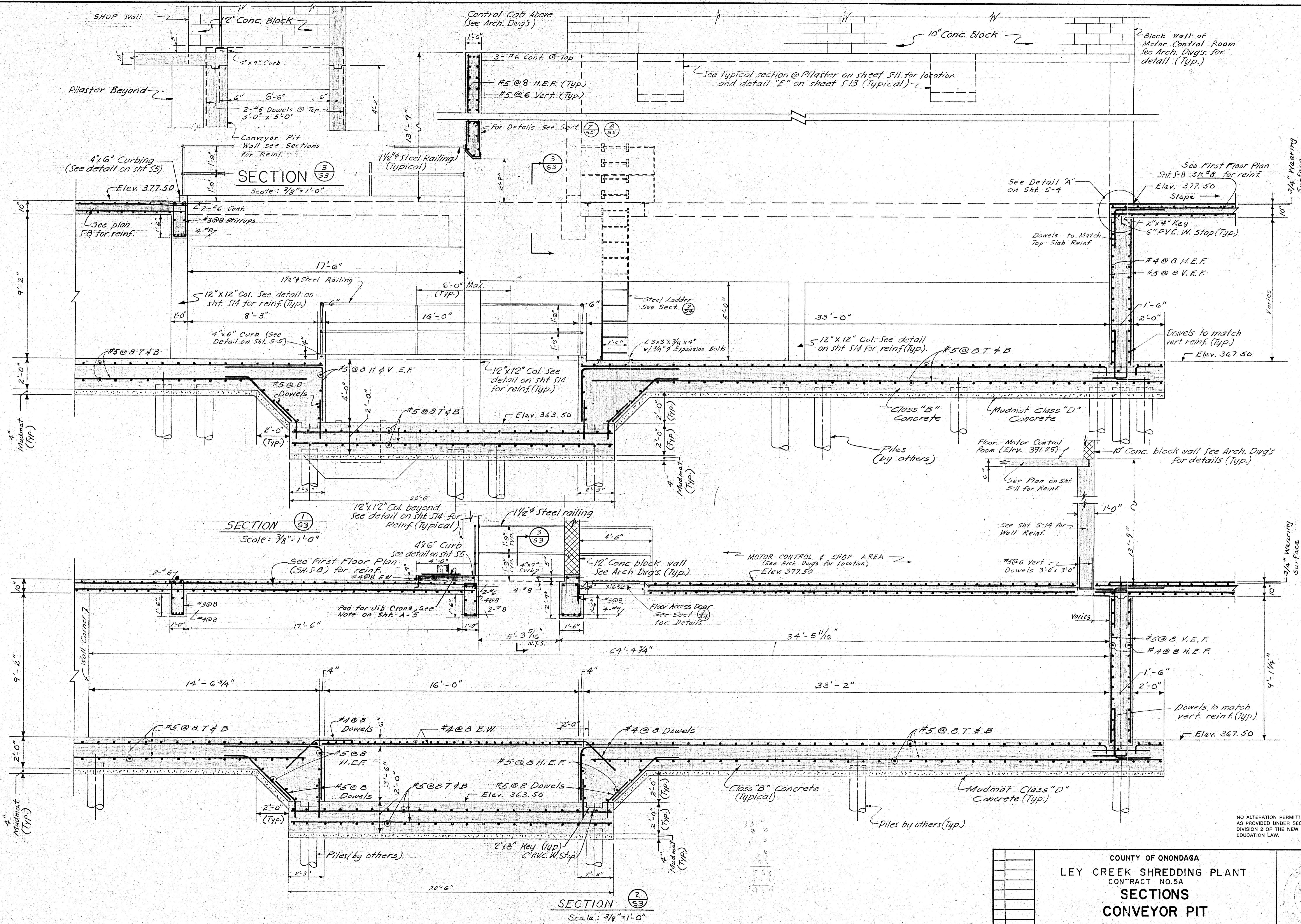
| | | |
|--|----|--|
| COUNTY OF ONONDAGA LEY CREEK SHREDDING PLANT CONTRACT NO. 5A PLAN PILE CAPS | |  STATE OF NEW YORK DEPARTMENT OF ENVIRONMENTAL CONSERVATION |
| TOWN OF SALINA ONONDAGA COUNTY, N.Y. | | |
| BARTON BROWN CLYDE & LOGIUDICE, P.C. CONSULTING ENGINEERS & LAND SURVEYORS NORTH SYRACUSE, NEW YORK | | DATE: MAY 15, 1974 SCALE: AS SHOWN FILE NO.: 55.29-47F |
| REVISIONS | SI | |

- NOTES:
1. Coordinate with plumbing contractor about size, location of castings, inserts, sleeves, and all other openings before pouring any concrete.
 2. Coordinate with HVAC and Electrical contractor about size, location of inserts, sleeves, and openings.



| | | |
|--|-----------|-----------|
| COUNTY OF ONONDAGA LEY CREEK SHREDDING PLANT CONTRACT NO. 5A PLAN SHREDDER FOUNDATION & CONVEYOR PIT TOWN OF SALINA ONONDAGA COUNTY, N.Y. | | |
| BARTON BROWN CLYDE & LOGUIDICE, P.C. CONSULTING ENGINEERS & LAND SURVEYORS NORTH SYRACUSE, NEW YORK DATE: MAY 15, 1974 SCALE: AS SHOWN FILE NO. 55.29-487 | | |
| IN CHARGE OF: P.D.L. DESIGNED BY: R.M. DRAWN BY: J.B.K. CHECKED BY: <i>[Signature]</i> | REVISIONS | S2 |

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 1709 SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.



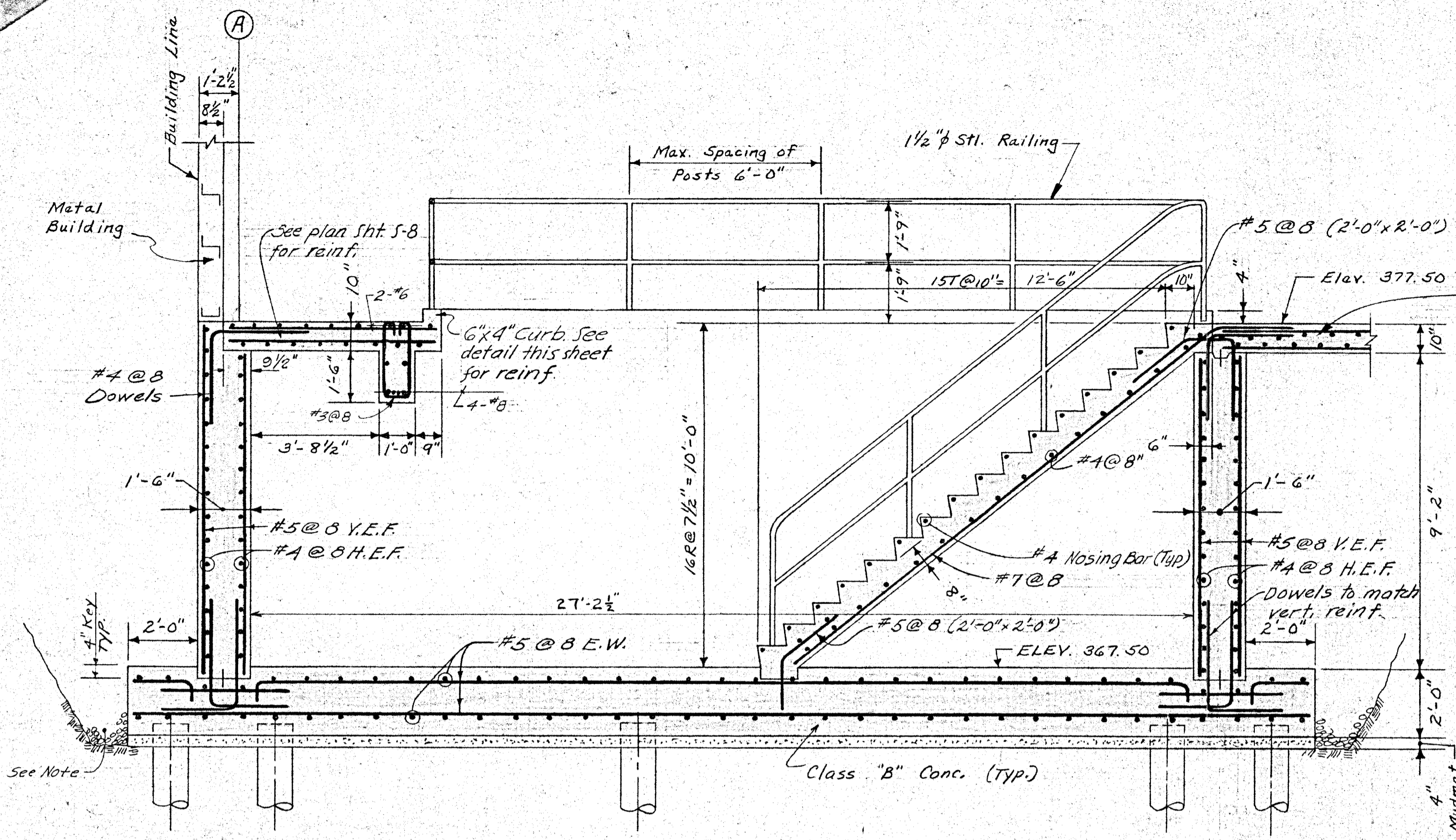
NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

| | | |
|--|-----------|--|
| COUNTY OF ONONDAGA LEY CREEK SHREDDING PLANT CONTRACT NO. 5A SECTIONS CONVEYOR PIT | | |
| TOWN OF SALINA ONONDAGA COUNTY, N.Y. | | |
| BARTON BROWN CLYDE & LOGUIDICE, PC CONSULTING ENGINEERS & LAND SURVEYORS NORTH SYRACUSE, NEW YORK | | DATE: MAY 15, 1974 SCALE: AS SHOWN FILE NO.: 55.29-49F |
| IN CHARGE OF: P.D.L. DESIGNED BY: R.M. DRAWN BY: J.E.H. CHECKED BY: [Signature] | REVISIONS | S3 |

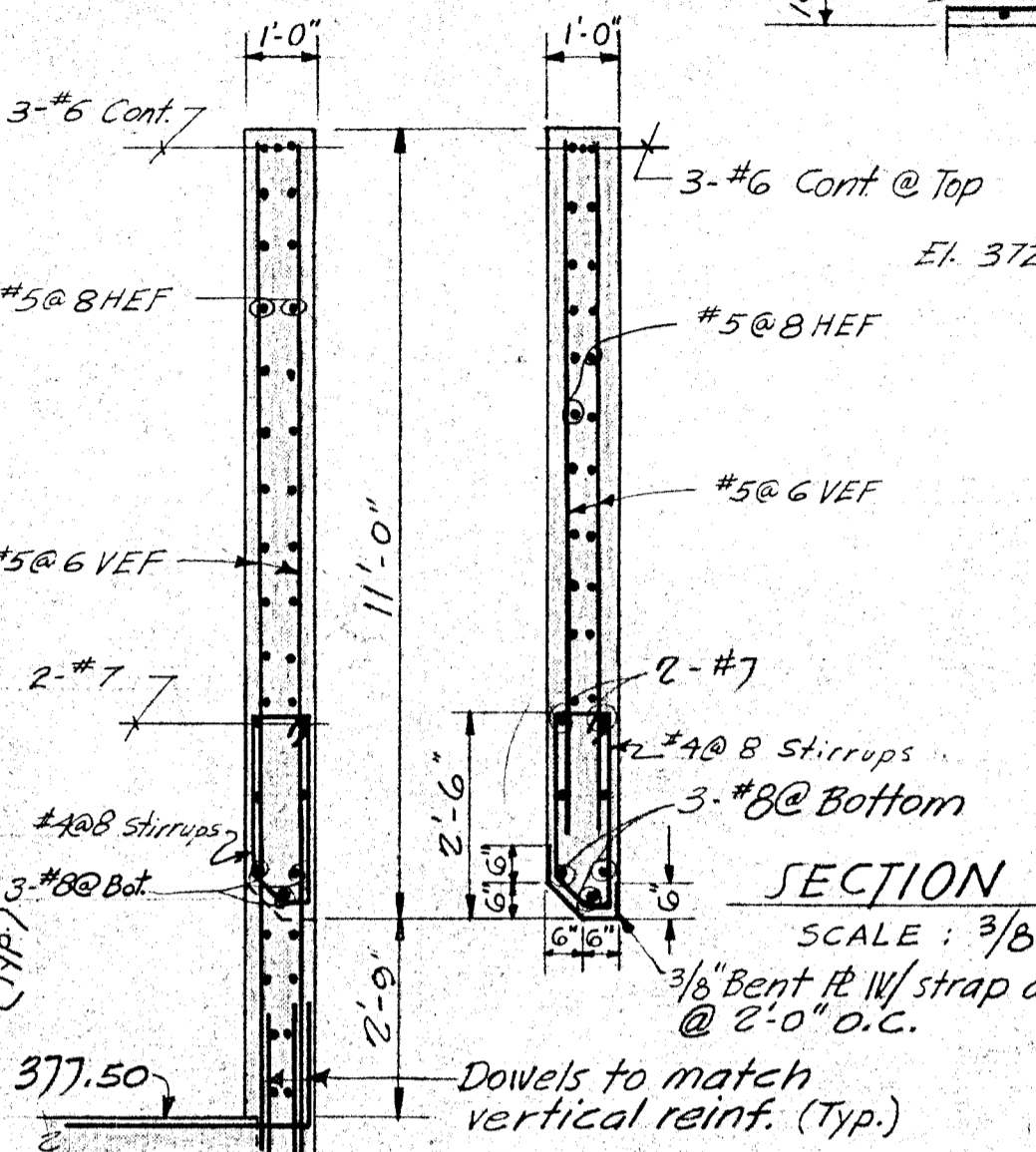
61

NOTE:

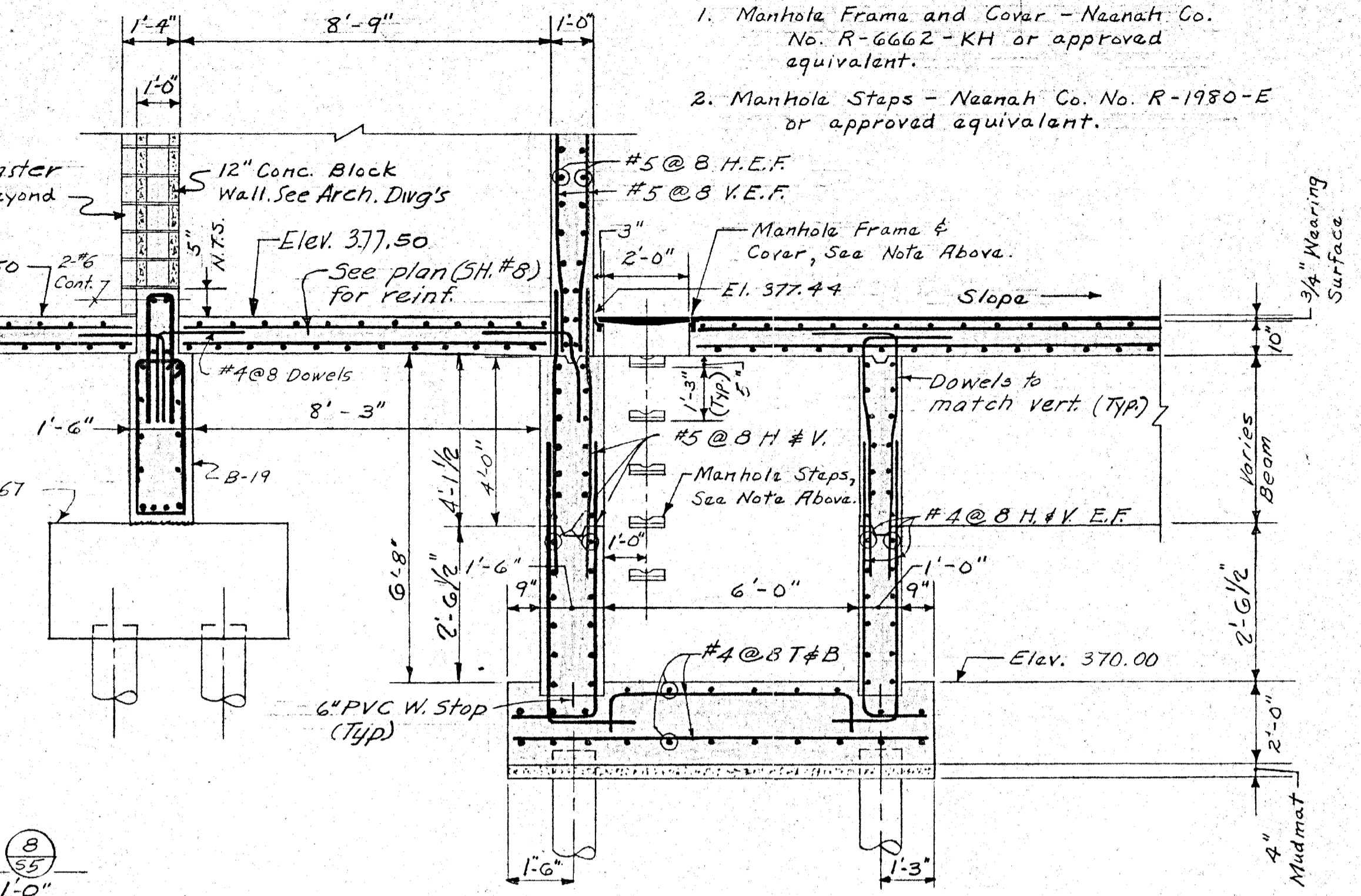
1. Manhole Frame and Cover - Neenah Co. No. R-6662-KH or approved equivalent.
2. Manhole Steps - Neenah Co. No. R-1980-E or approved equivalent.



SECTION 1
Scale: 3/8" = 1'-0"

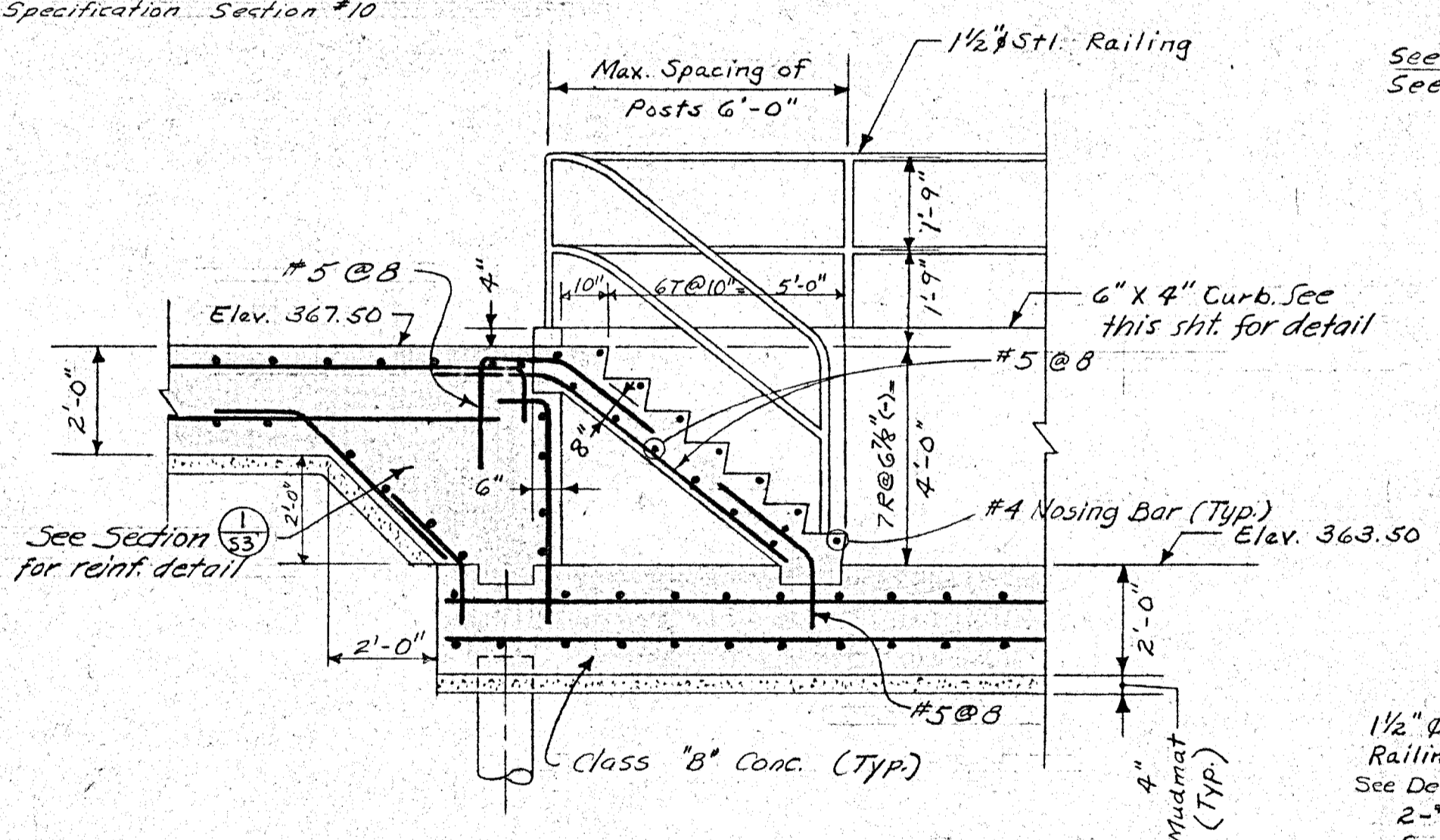


SECTION 2
Scale: 3/8" = 1'-0"

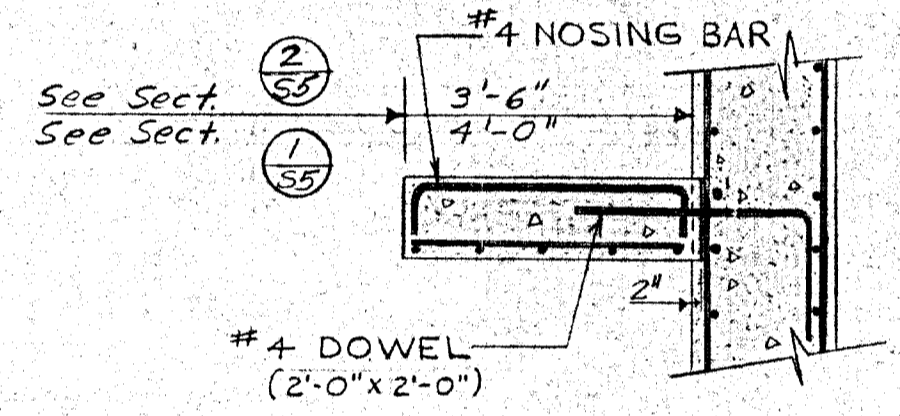


SECTION 3
Scale: 3/8" = 1'-0"

NOTE: All fill to be R.O.B. Gravel (Typ) Around Pit Except Top 4'-0" where Crushed Stone Fill to be placed in coordination with Grade Beam Fill. See Detail Specification Section #10

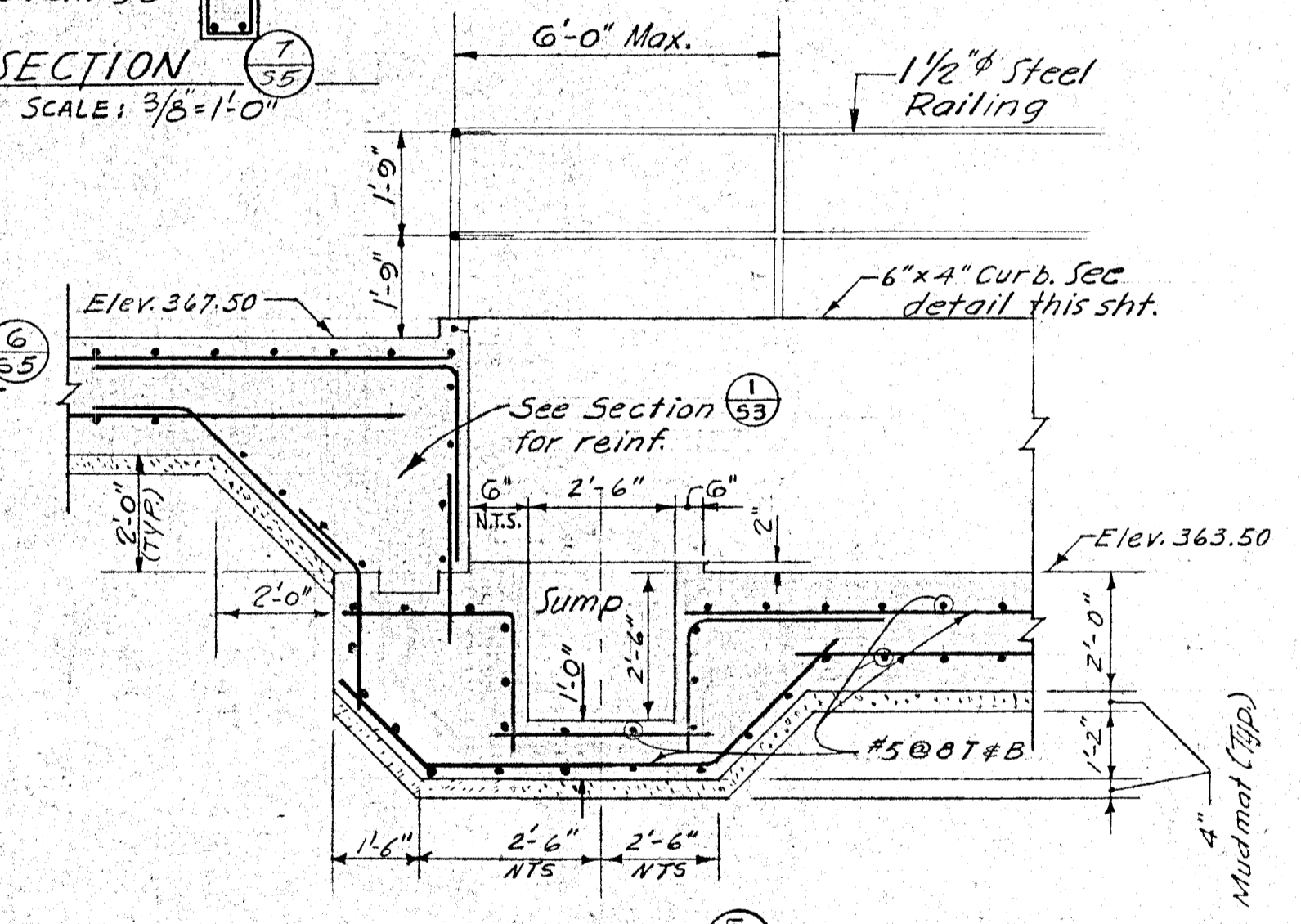


SECTION 4
Scale: 3/8" = 1'-0"

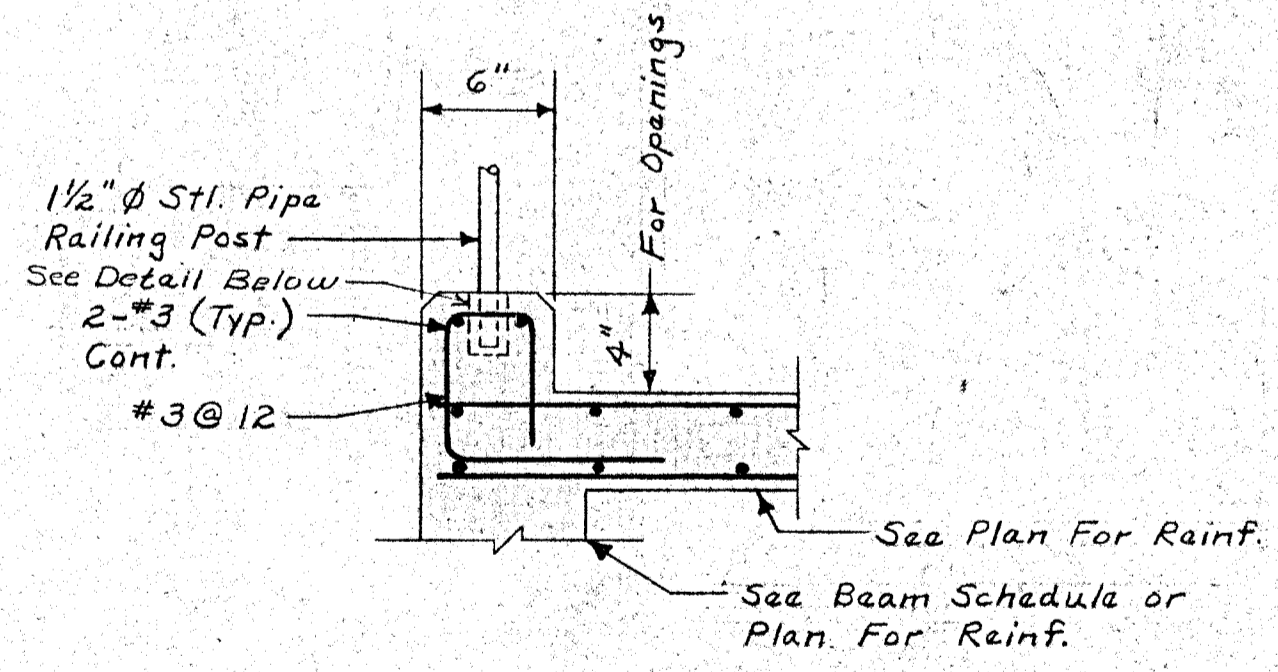


SECTION 5
Scale: 3/8" = 1'-0"

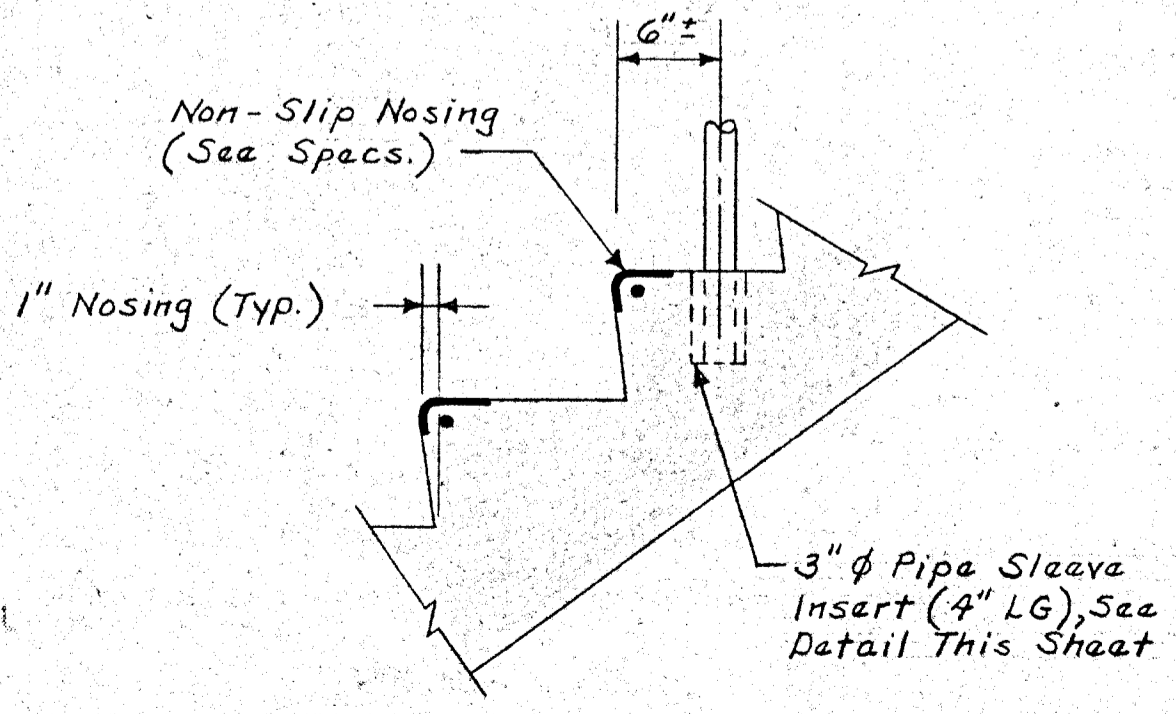
TYPICAL SECTION FOR ALL STAIRWAYS
NOT TO SCALE



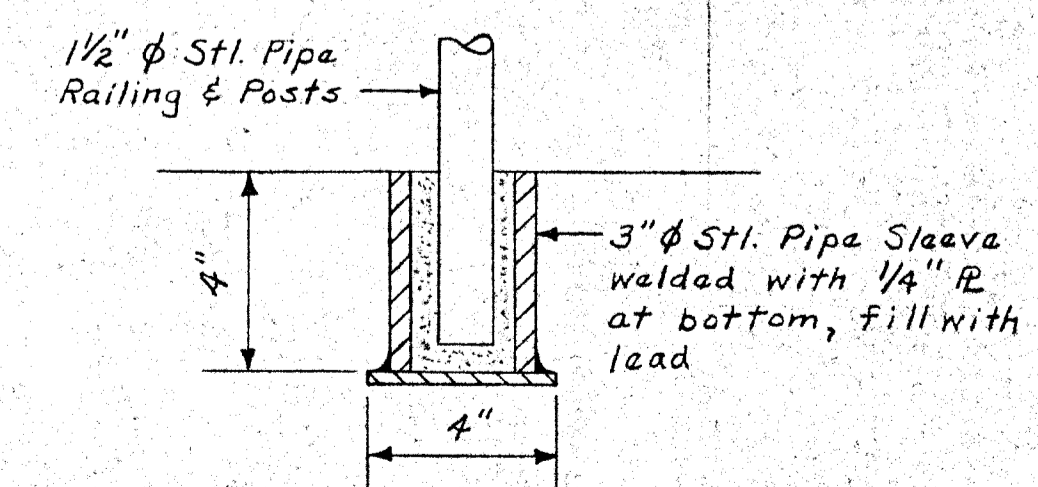
SECTION 6
Scale: 3/8" = 1'-0"



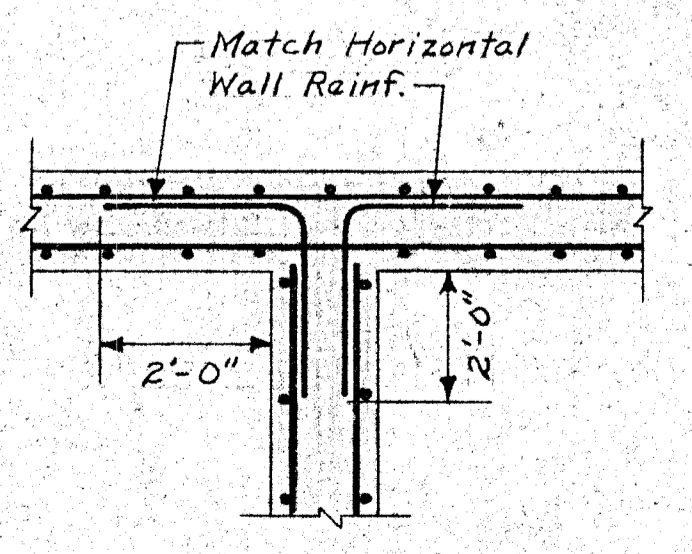
TYPICAL CURB DETAIL
Not To Scale



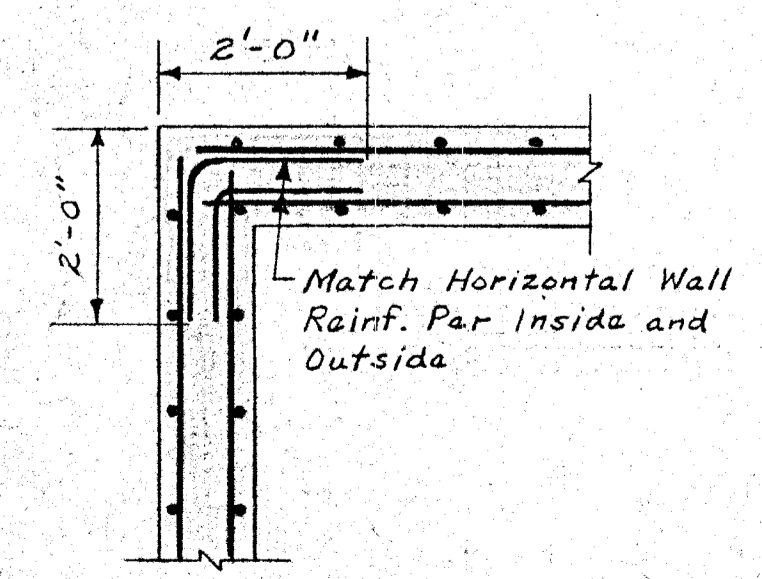
TYPICAL STAIR TREAD DETAIL
Not To Scale



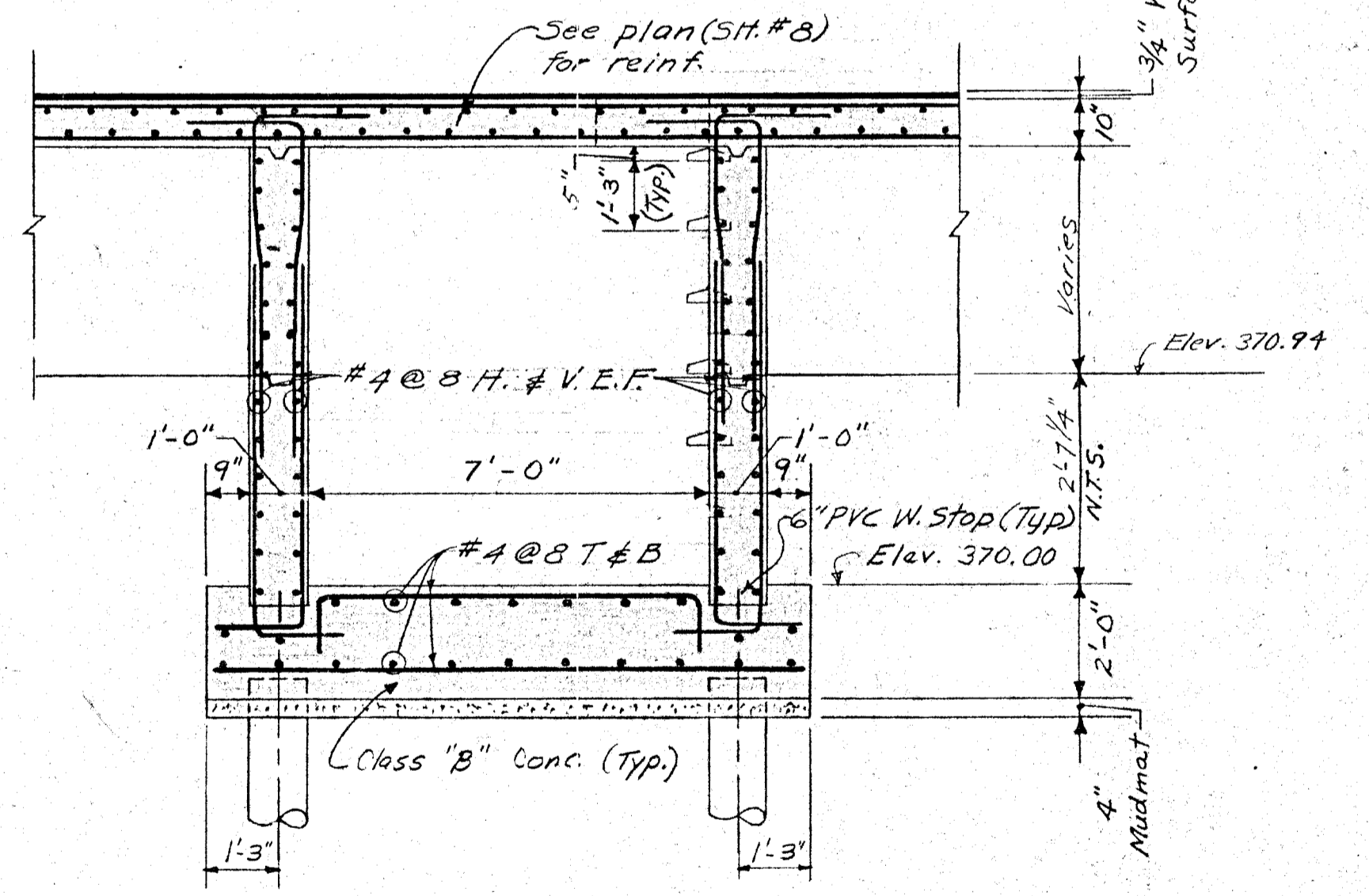
PIPE SLEEVE INSERT DETAIL
Not To Scale



TYPICAL INTERSECTION DETAIL
Not To Scale



TYPICAL CORNER DETAIL
Not To Scale

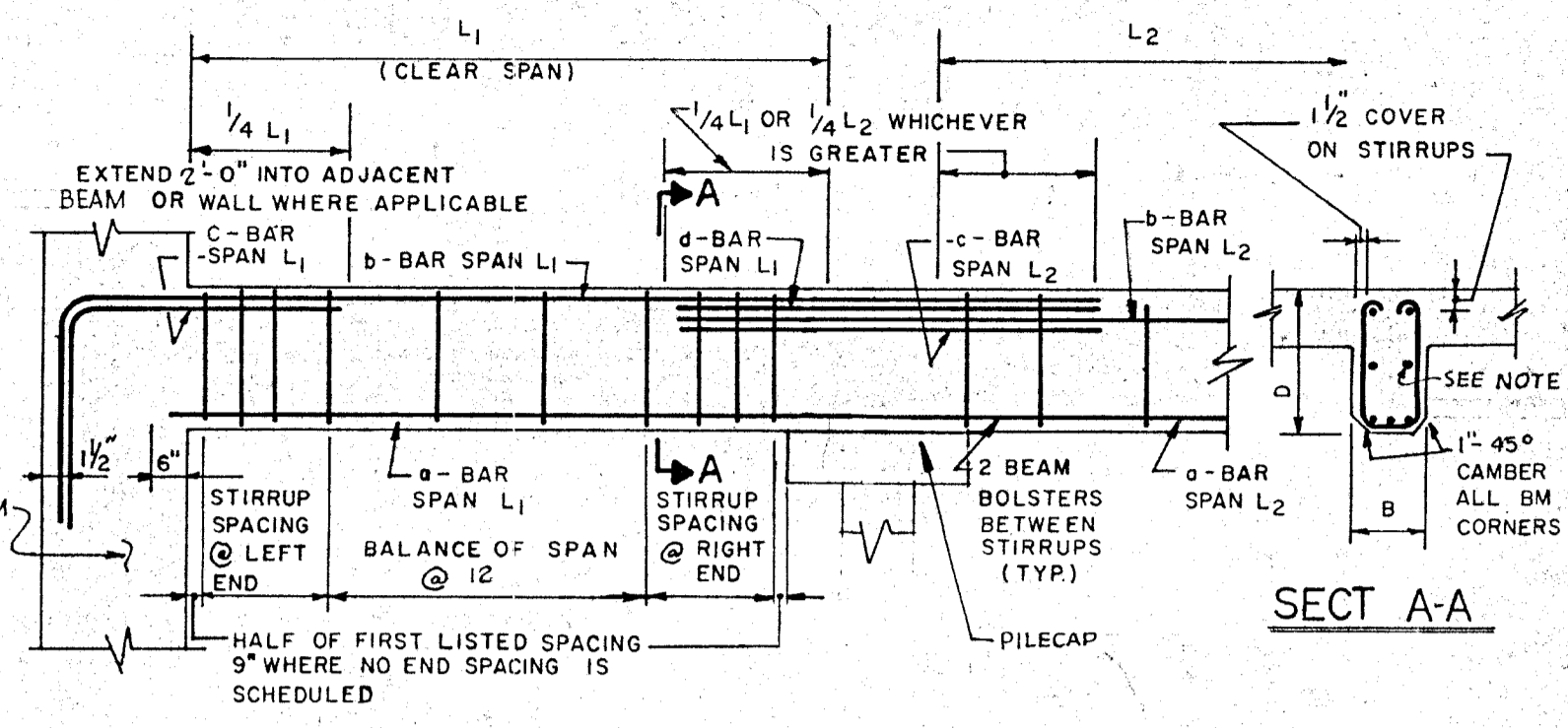
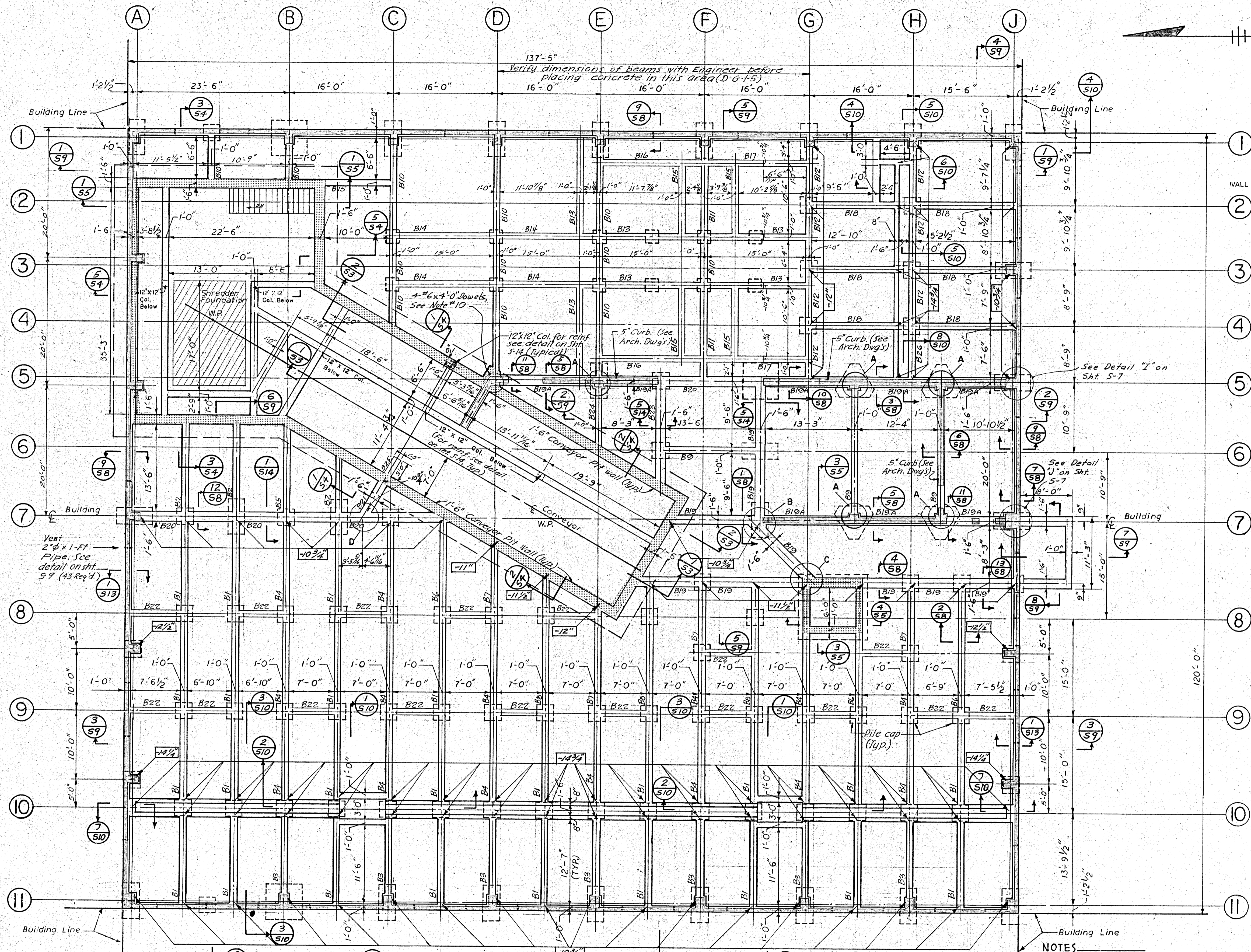


SECTION 12
Scale: 3/8" = 1'-0"

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

| | | |
|---|---|----|
| COUNTY OF ONONDAGA LEY CREEK SHREDDING PLANT CONTRACT NO. 5A STAIR & MISC. DETAILS | | |
| TOWN OF SALINA BARTON, BROWN, CLYDE & LOGUIDICE, P.C. CONSULTING ENGINEERS & LAND SURVEYORS NORTH SYRACUSE, NEW YORK | ONONDAGA COUNTY, N.Y. DATE: MAY 15, 1974 SCALE: AS SHOWN FILE NO.: 55.29-S1F | |
| REVISIONS | | S5 |

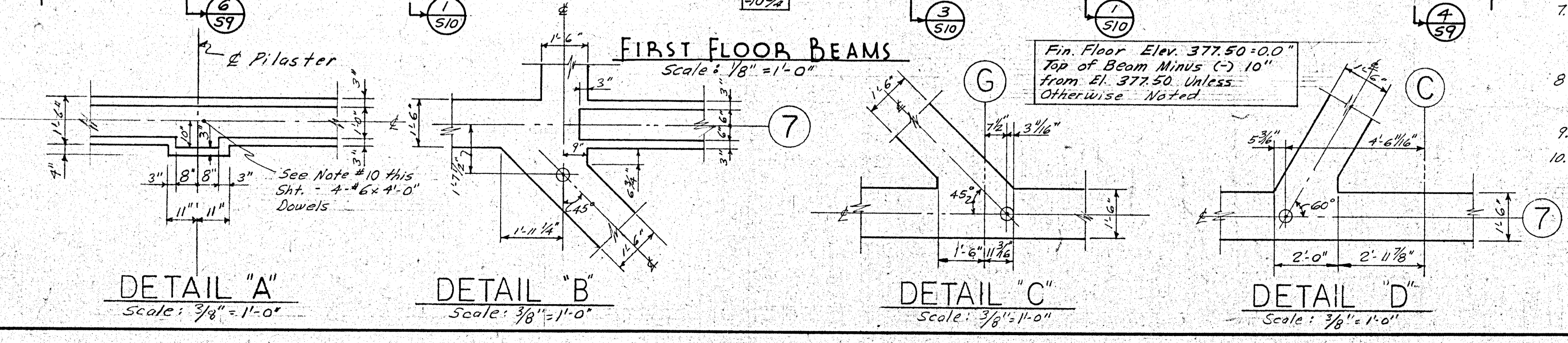
IN CHARGE OF: P.D.L.
 DESIGNED BY: R.M.
 DRAWN BY: J.E.H.
 CHECKED BY: [Signature]



- NOTES:**
- Position of bars as shown in schematic top bars in one plane unless note 2 applies.
 - Place bars in layers where necessary acc. to ACI 318-63/804(A).
 - Stirrups - #34 bars, type S4 thru S6 of bending list ACI 315. In case of compression reinf. (X) closed ties (T2) to be placed from support to quarter span spaced as scheduled.
 - Beam 30" or wider to have double sets of stirrups.
 - Extend bottom bars 17 dia. beyond support face where (X) indicates compression reinf.
 - ALL BEAMS MORE THAN 24" SHALL BE PROVIDED WITH #4 BARS AT 11" SPACING ON EACH FACE.

| BEAM SCHEDULE | | | | | | | | | |
|---------------|------|--------------------|-----|-----|----------|----------|--------------------------------------|-------|---------|
| MARK | SIZE | MAIN REINFORCEMENT | | | STIRRUPS | | SPECIAL SPACING FROM FACE OF SUPPORT | | REMARKS |
| | | a | b | c | d | LEFT END | RIGHT END | | |
| B1 | 12 | 0 | 4#9 | 2#9 | 2#9 | - | #4@8 | #4@8 | ② |
| B2 | 12 | 36 | 4#9 | 2#9 | - | 2#9 | #4@8 | #4@8 | ② |
| B3 | 12 | 0 | 4#9 | 4#9 | 2#9 | - | #4@8 | #4@8 | ② |
| B4 | 12 | 0 | 4#9 | 4#9 | - | - | #4@8 | #4@8 | ② |
| B5 | 12 | 36 | 4#9 | 4#9 | - | 2#9 | #4@8 | #4@8 | ② |
| B6 | 12 | 0 | 4#9 | 2#9 | - | 2#9 | #4@8 | #4@8 | ② |
| B7 | 12 | 0 | 4#9 | 4#9 | - | 2#9 | #4@8 | #4@8 | ② |
| B8 | 12 | 0 | 4#9 | 2#9 | - | 2#9 | #4@8 | #4@8 | ②③ |
| B9 | 12 | 48 | 6#9 | 3#9 | 3#9 | 3#9 | #4@8 | #4@8 | ②③ |
| B10 | 12 | 36 | 4#9 | 4#9 | - | - | #4@8 FULL SPAN | | ④ |
| B11 | 12 | 36 | 4#9 | 4#9 | - | - | #4@8 | #4@8 | ④ |
| B12 | 12 | 45 1/4 | 3#9 | 2#8 | 2#8 | - | #4@12 | #4@12 | ⑤ |
| B13 | 12 | 36 | 3#9 | 3#9 | - | - | #4@8 FULL SPAN | | ③ |
| B14 | 12 | 36 | 3#9 | 2#9 | - | - | #4@12 | #4@12 | ④ |
| B15 | 12 | 30 | 3#9 | 2#7 | 2#8 | 2#8 | #3@6 FULL SPAN | | ④ |
| B16 | 12 | 32 | 4#9 | 2#9 | 2#9 | - | #4@6 | #4@6 | ④ |
| B17 | 12 | 32 | 4#9 | 2#9 | 2#9 | - | #4@6 | #4@6 | ④ |
| B18 | 12 | 0 | 4#9 | 2#9 | 2#9 | - | #4@8 | #4@8 | ② |
| B19 | 18 | 48 | 4#9 | 2#9 | 2#9 | - | #4@12 | #4@12 | ④ |
| B20 | 18 | 48 | 6#9 | 3#9 | 3#9 | 3#9 | #4@8 FULL SPAN | | ④⑤ |
| B21 | 18 | 36 | 4#9 | 4#9 | - | - | #4@12 | #4@12 | ④ |
| B22 | 12 | 0 | 2#8 | 2#8 | - | - | #4@12 | #4@12 | ④ |
| B23 | 18 | 48 | 4#9 | 2#9 | 2#9 | - | #4@12 | #4@12 | ③ |
| B24 | 12 | 48 | 3#9 | 2#9 | - | - | #3@12 | #3@12 | ④ |
| B25 | 12 | 24 | 3#8 | 3#8 | - | - | #3@8 FULL SPAN | | ④ |
| B26 | 12 | 43 | 3#9 | 2#8 | 2#8 | - | #4@12 | #4@12 | ⑤ |
| B19A | 18 | 48 | 4#9 | 2#9 | 2#9 | - | #4@12 | #4@12 | ④⑥ |

- Depth varies. For top elevation see plan. All bot. elev. of beams shall be top of pilecap unless otherwise shown on sections.
- Extend 'd' Bars 2'-0" into the wall & beam.
- Extend Top & Bottom bars beyond support into the wall or beam.
- End span or single span top bars shall be dovetailed 2'-0" Min into adjacent beam or wall.
- Provide 'd' bars similar to 'c' bars only in end span.
- Pour Curb along with Beam; See Section for Reinf. Detail.



- NOTES:**
- Coordinate w/ plumb contractor about size, location of castings, inserts, sleeves, & other openings before pouring any conc. or any wall.
 - Coordinate w/ HVAC & Elec. contr. about size, location of inserts, sleeves and inserts.
 - For general notes, see sheet S-12.
 - Provide dowels - 4-#6x4'-0" in Beam & Wall for Masonry Pilasters; Dowels project 2'-0" above Elev. 377.92

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

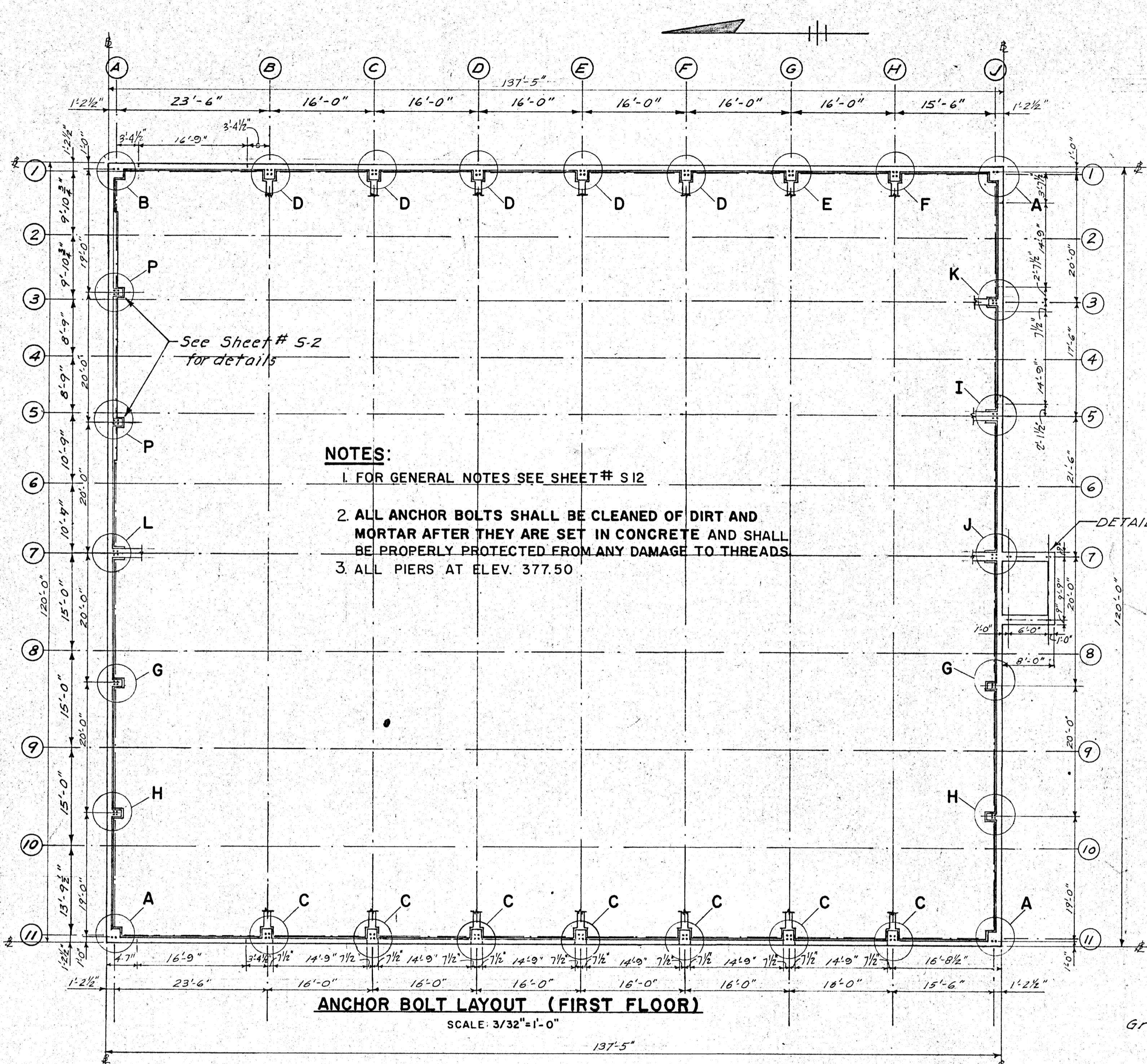
COUNTY OF ONONDAGA
LEY CREEK SHREDDING PLANT
CONTRACT NO. 5A
PLAN
FIRST FLOOR BEAMS & WALLS

TOWN OF SALINA ONONDAGA COUNTY, N.Y.

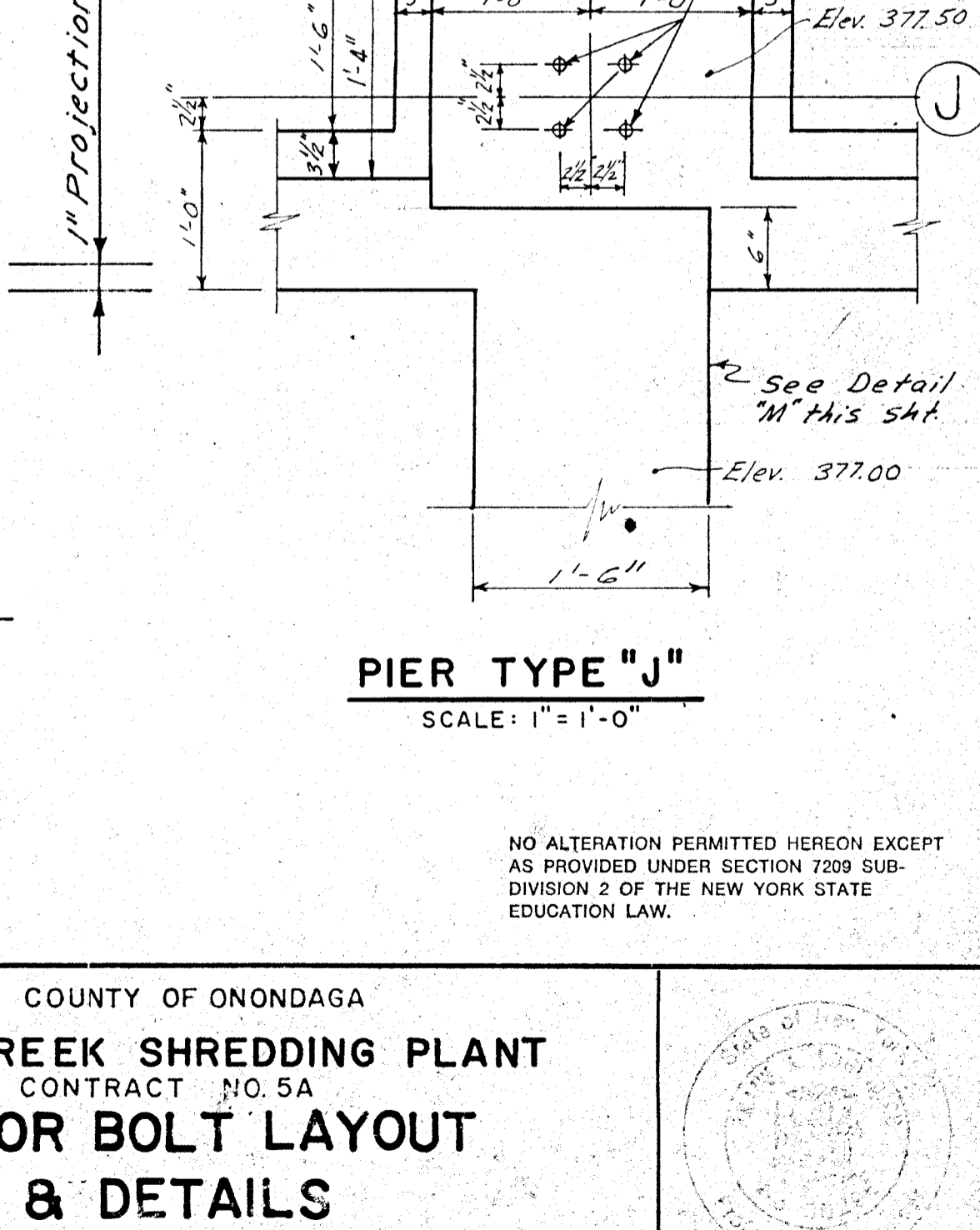
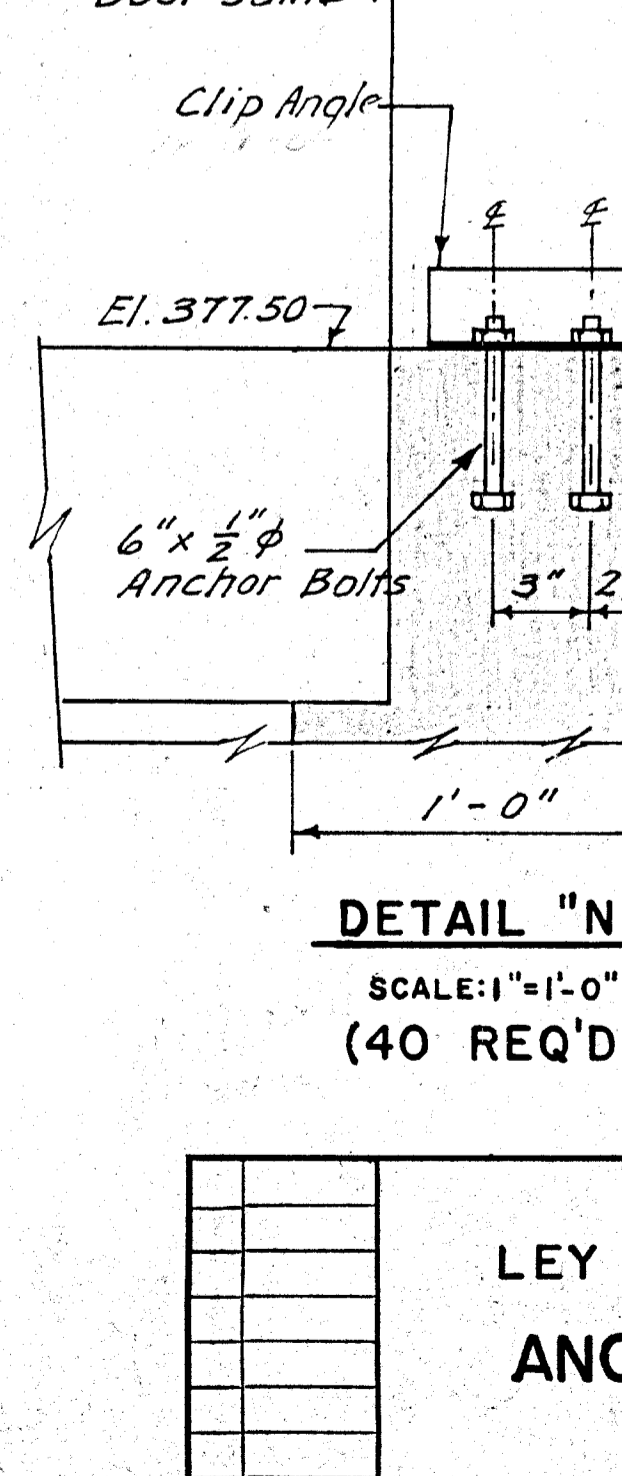
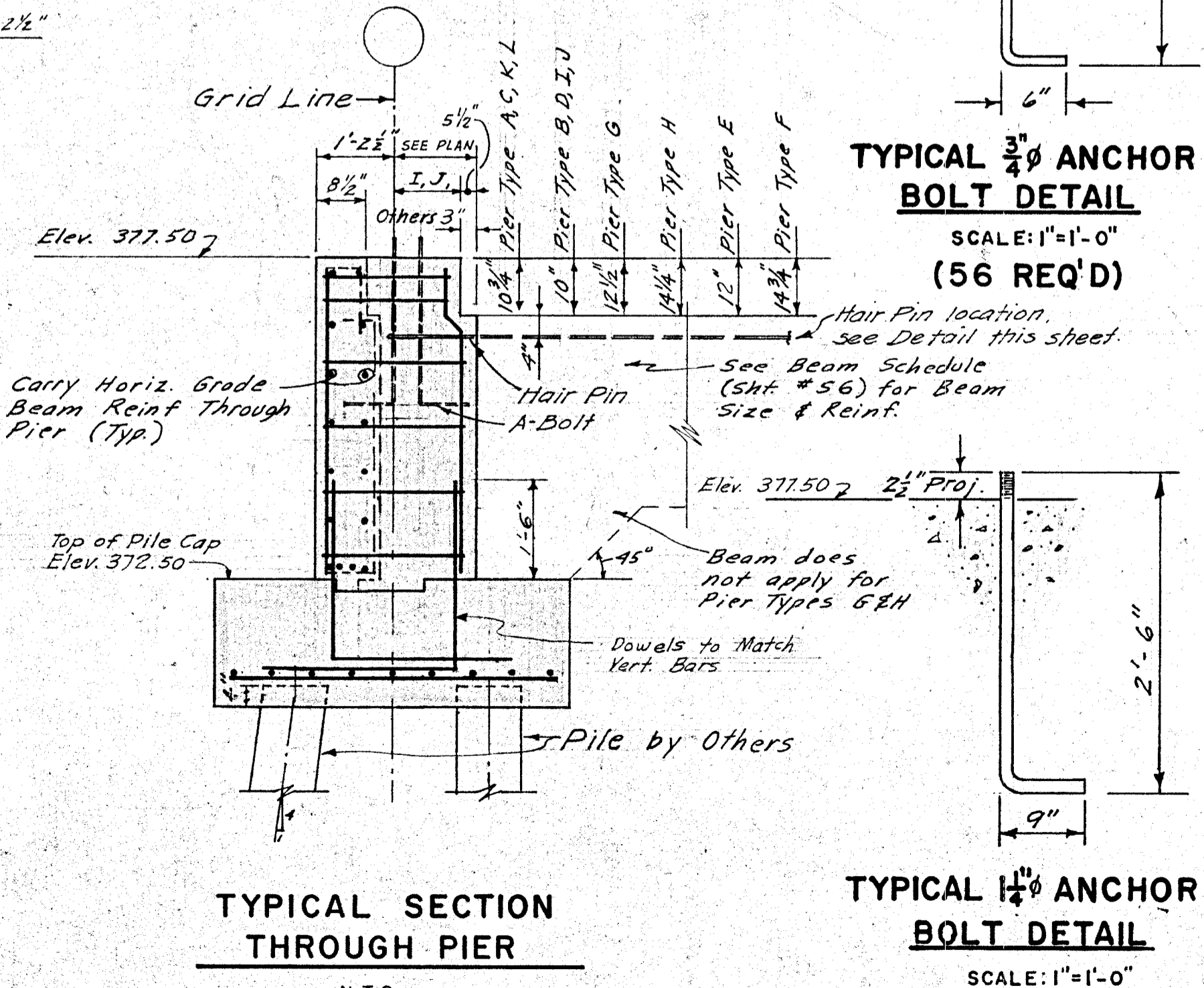
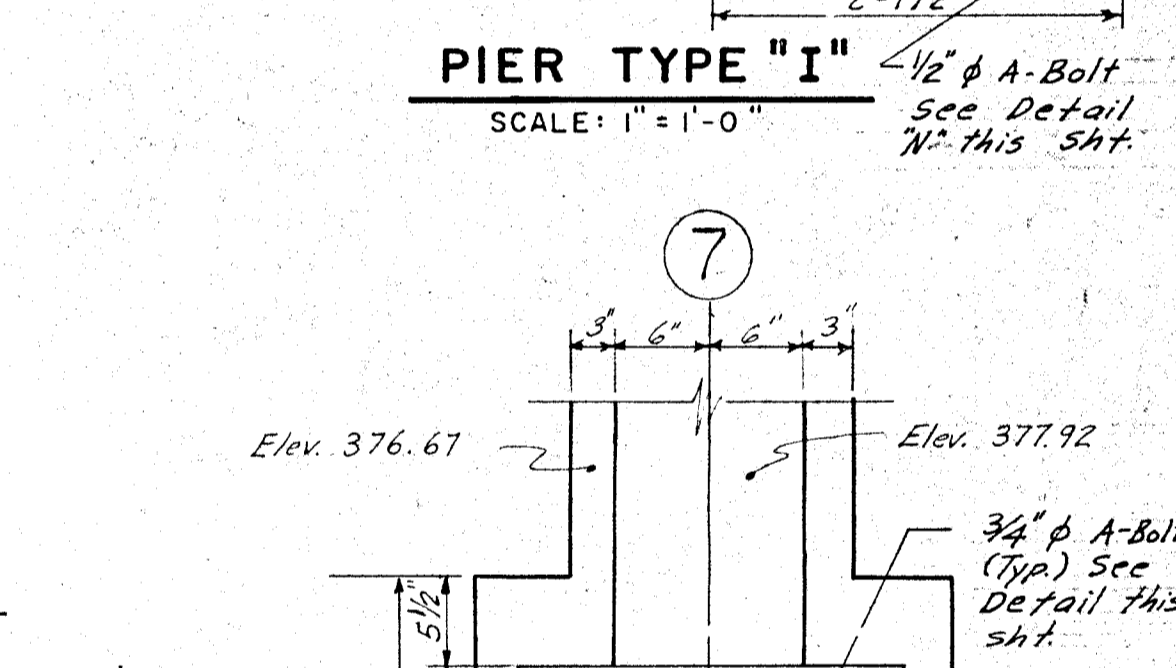
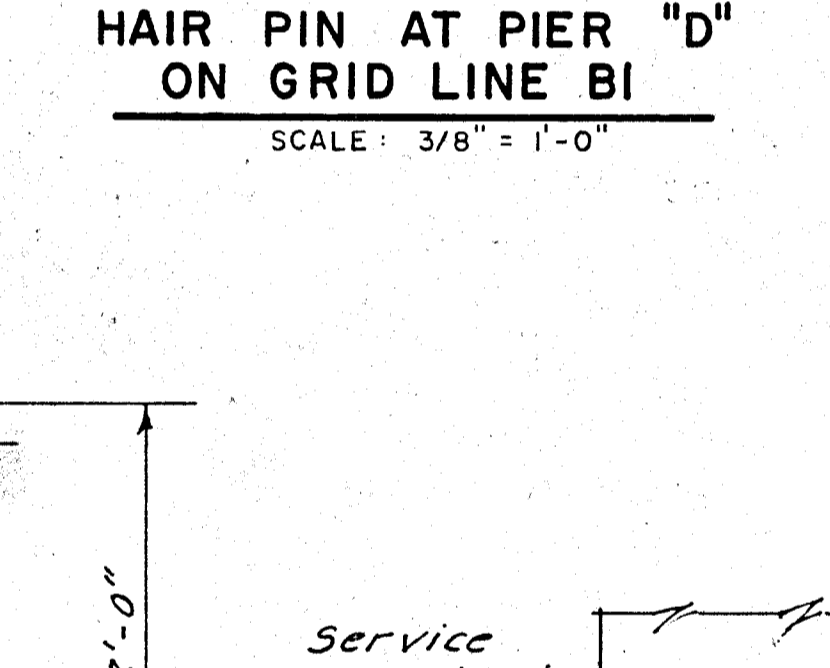
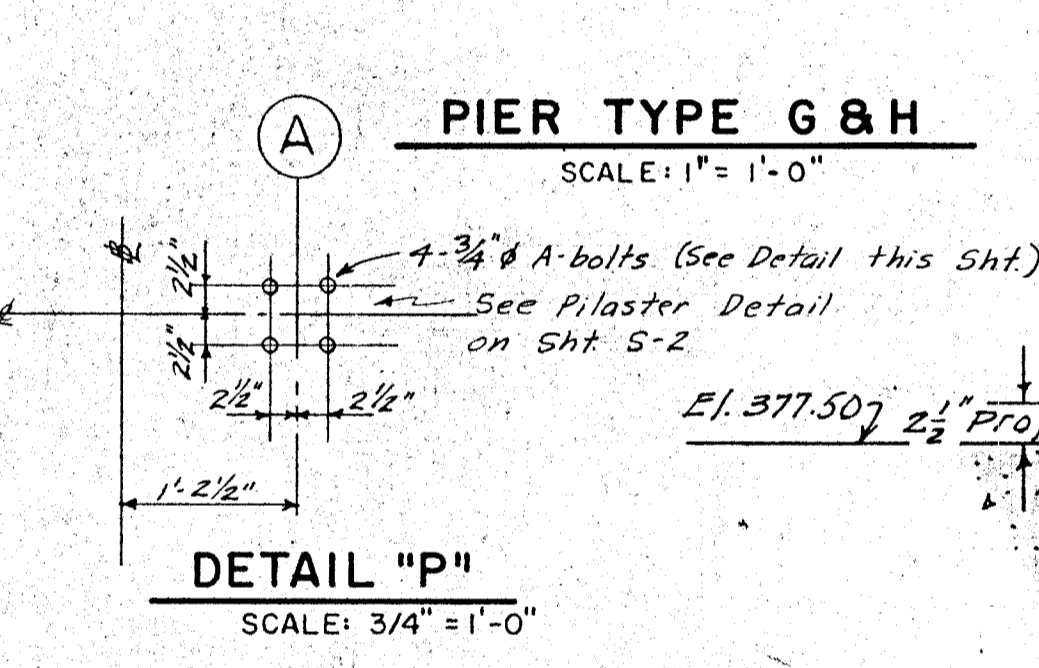
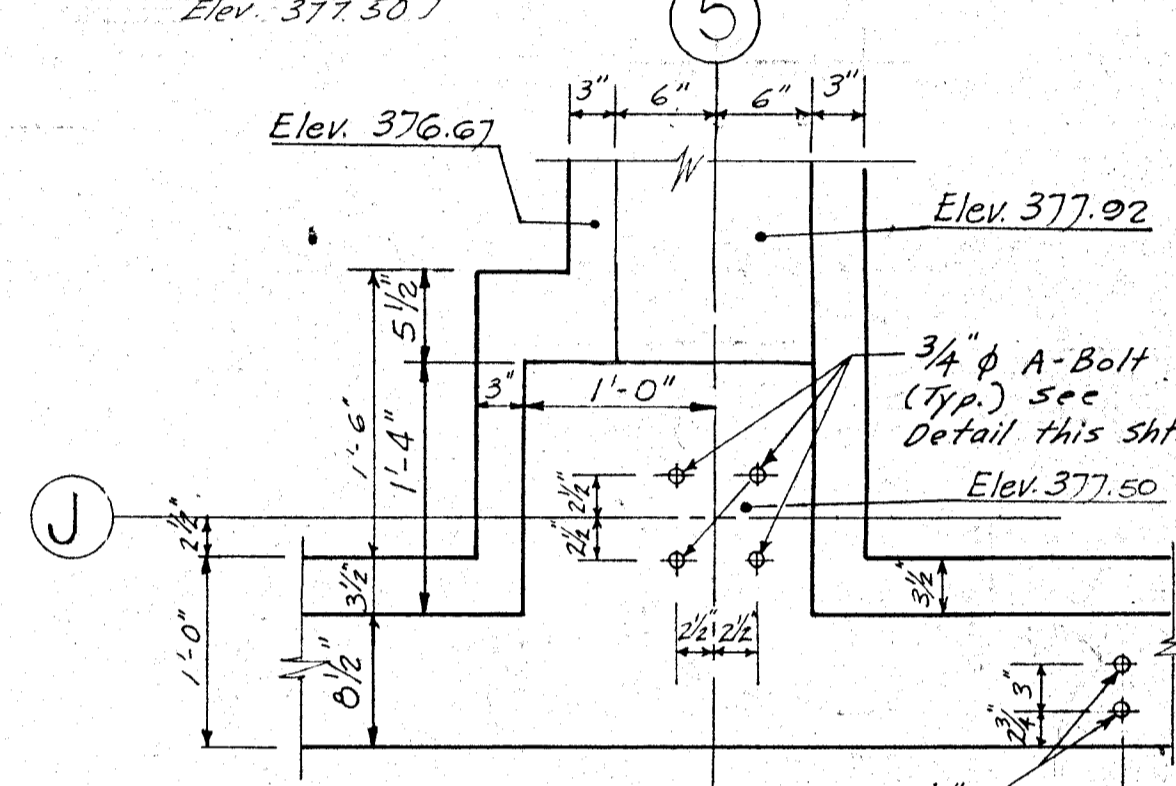
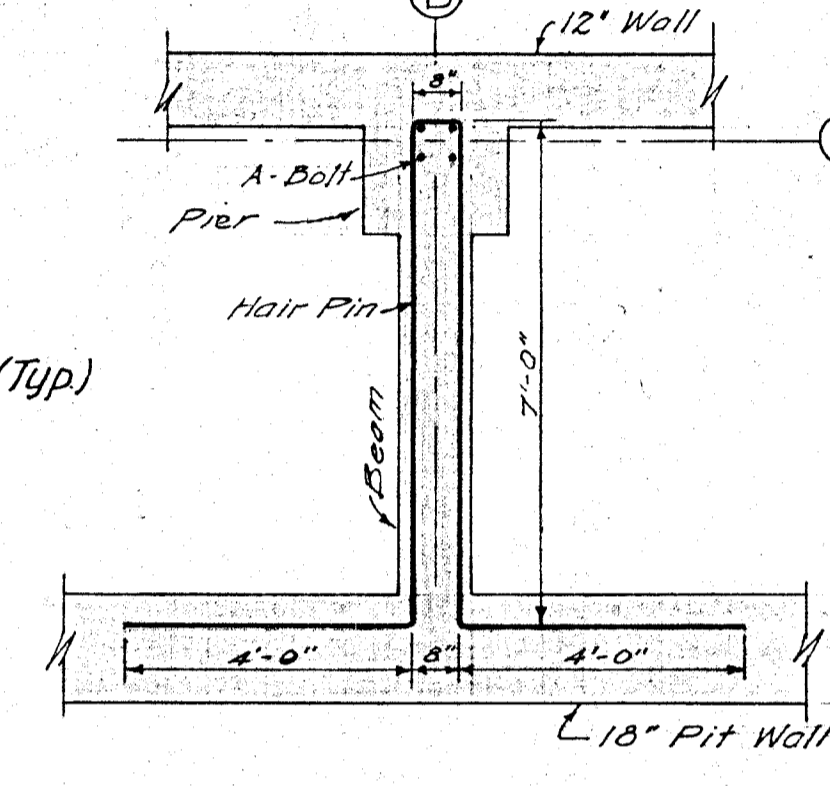
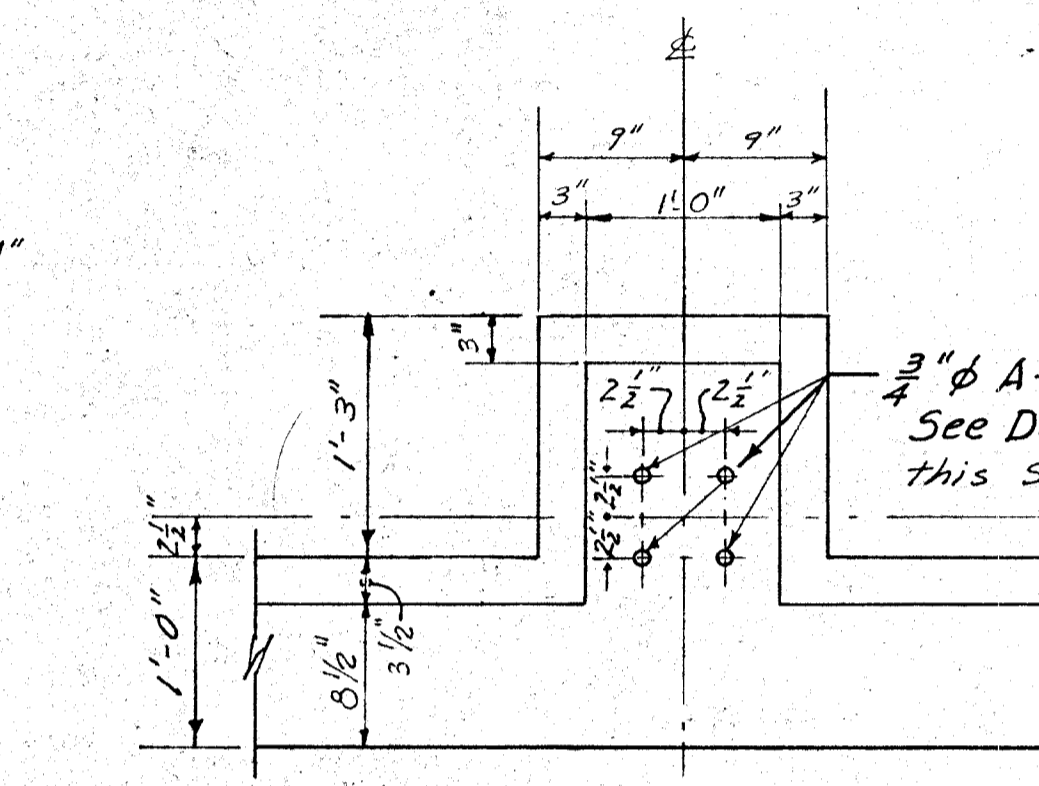
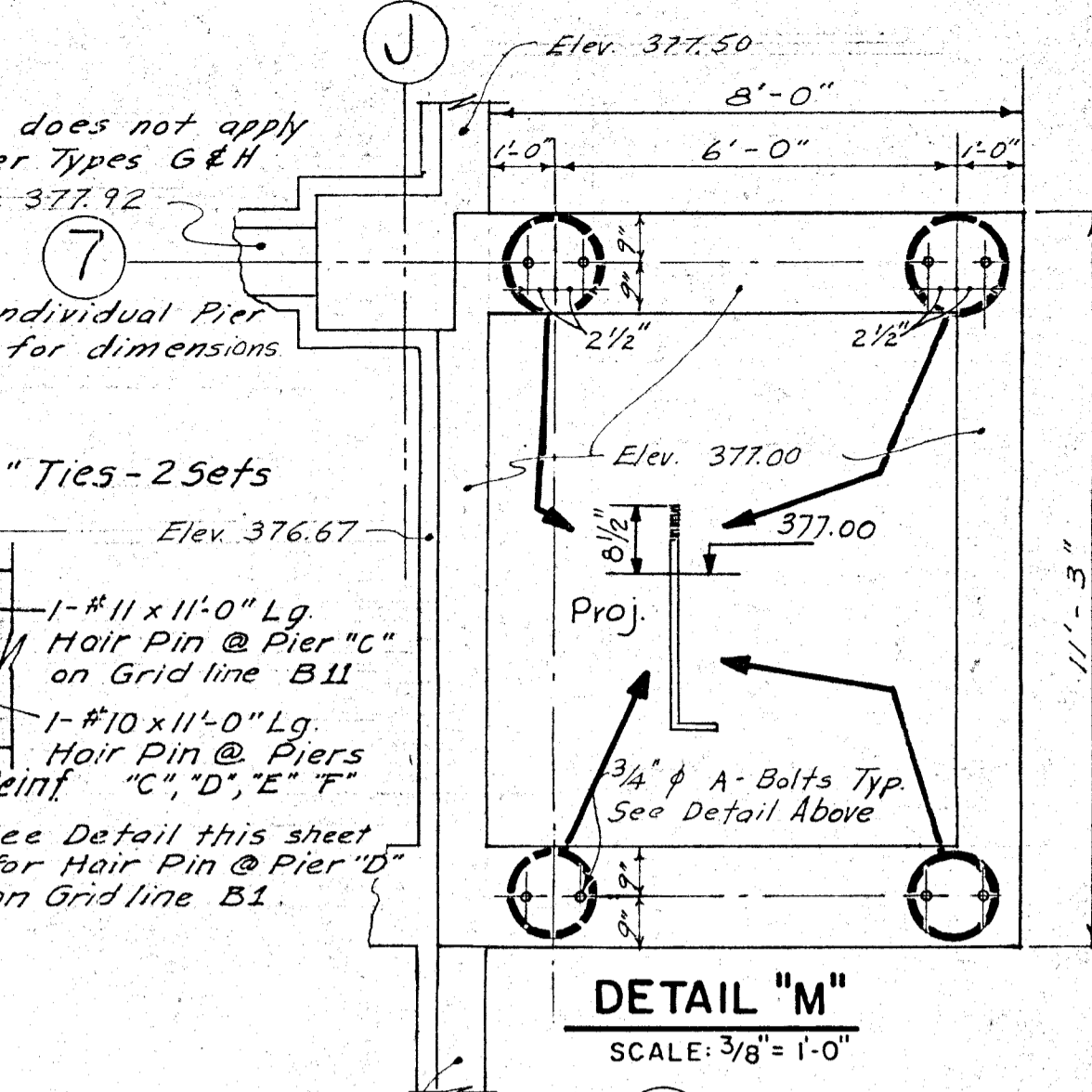
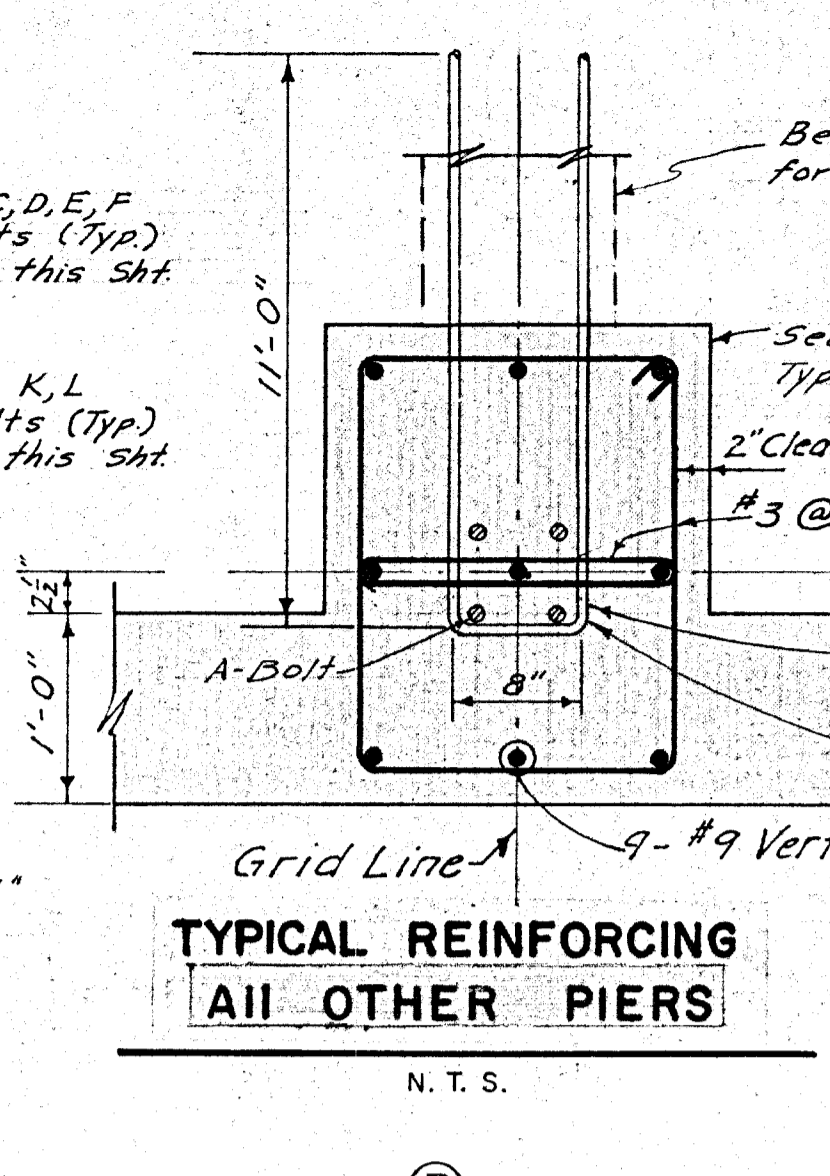
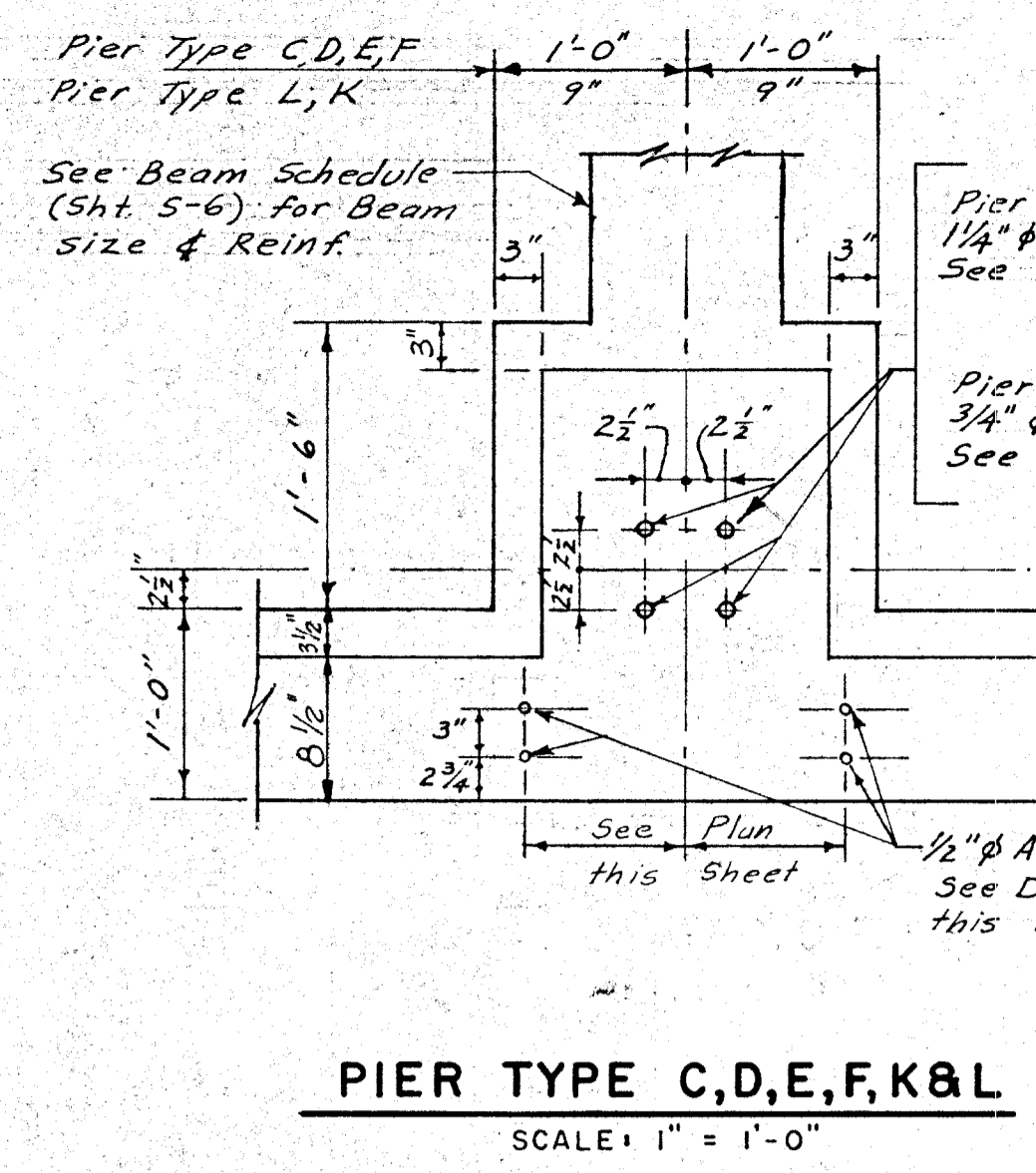
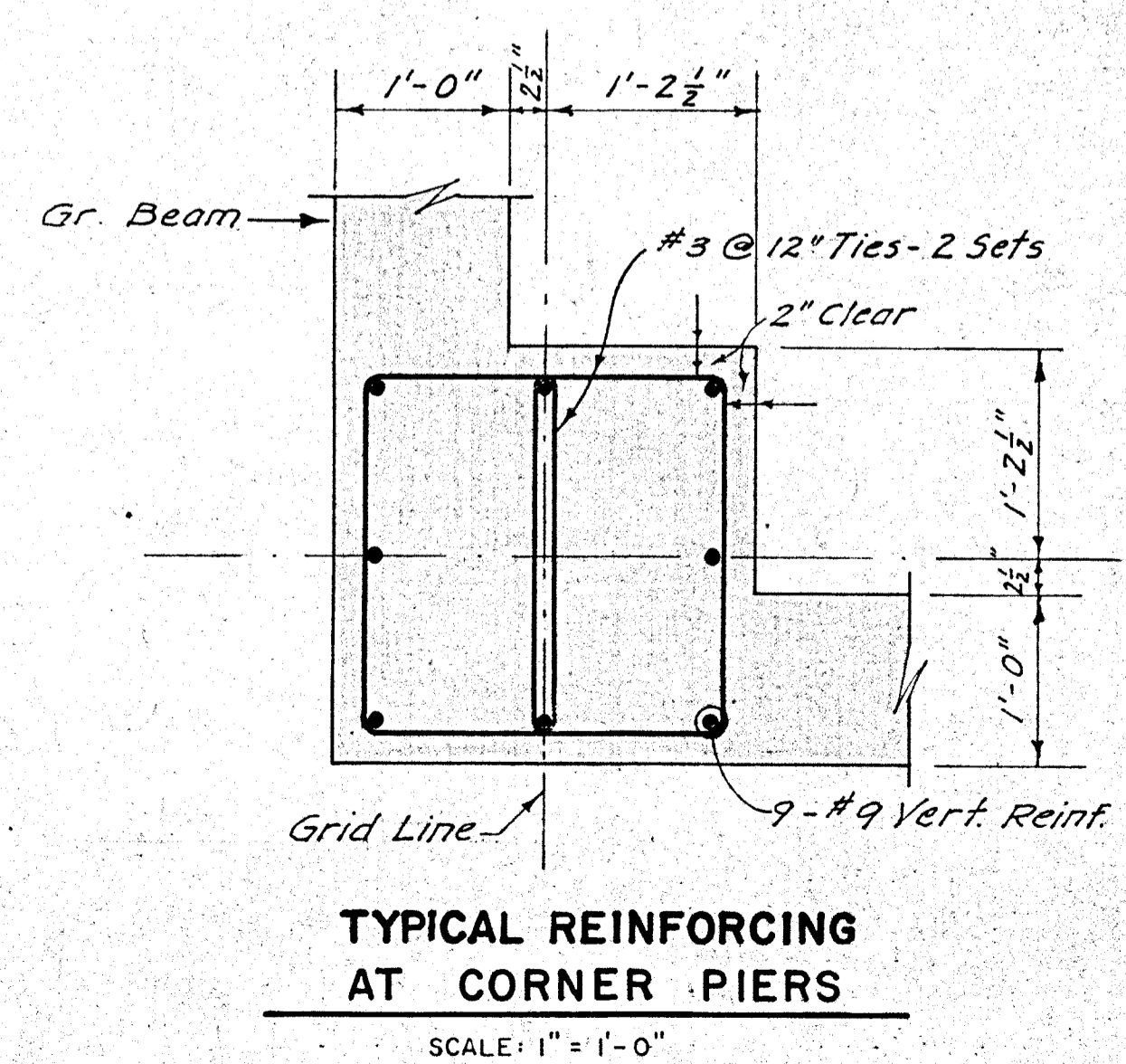
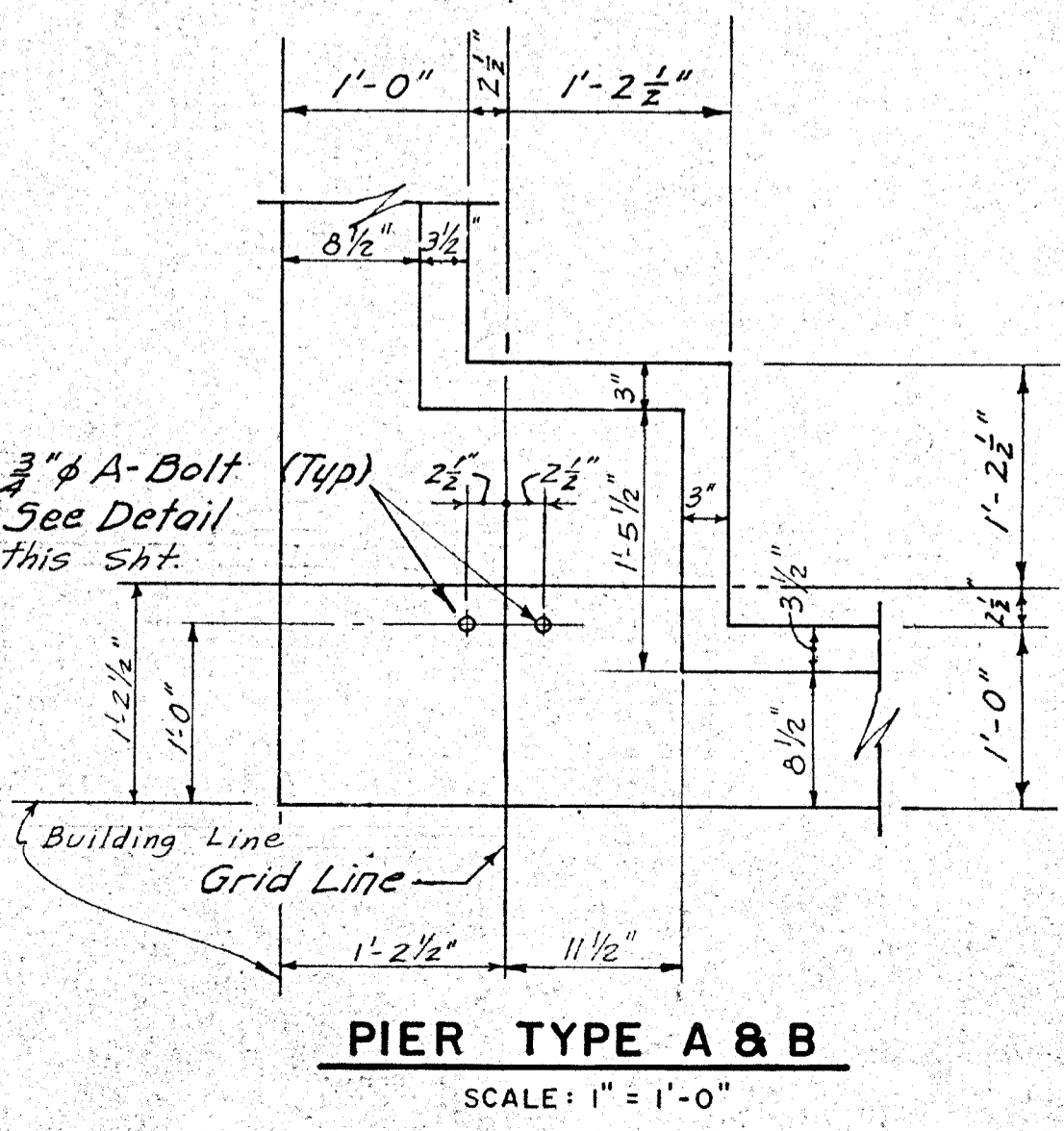
BARTON, BROWN, CLYDE & LOGUIDICE, P.C. DATE: MAY 15, 1974
CONSULTING ENGINEERS & LAND SURVEYORS SCALE: AS SHOWN
NORTH SYRACUSE, NEW YORK FILE NO: 55-29-52F

S6

IN CHARGE OF: P.D.L.
DESIGNED BY: R.M.
DRAWN BY: R.J.C.
CHECKED BY: J.C.C.



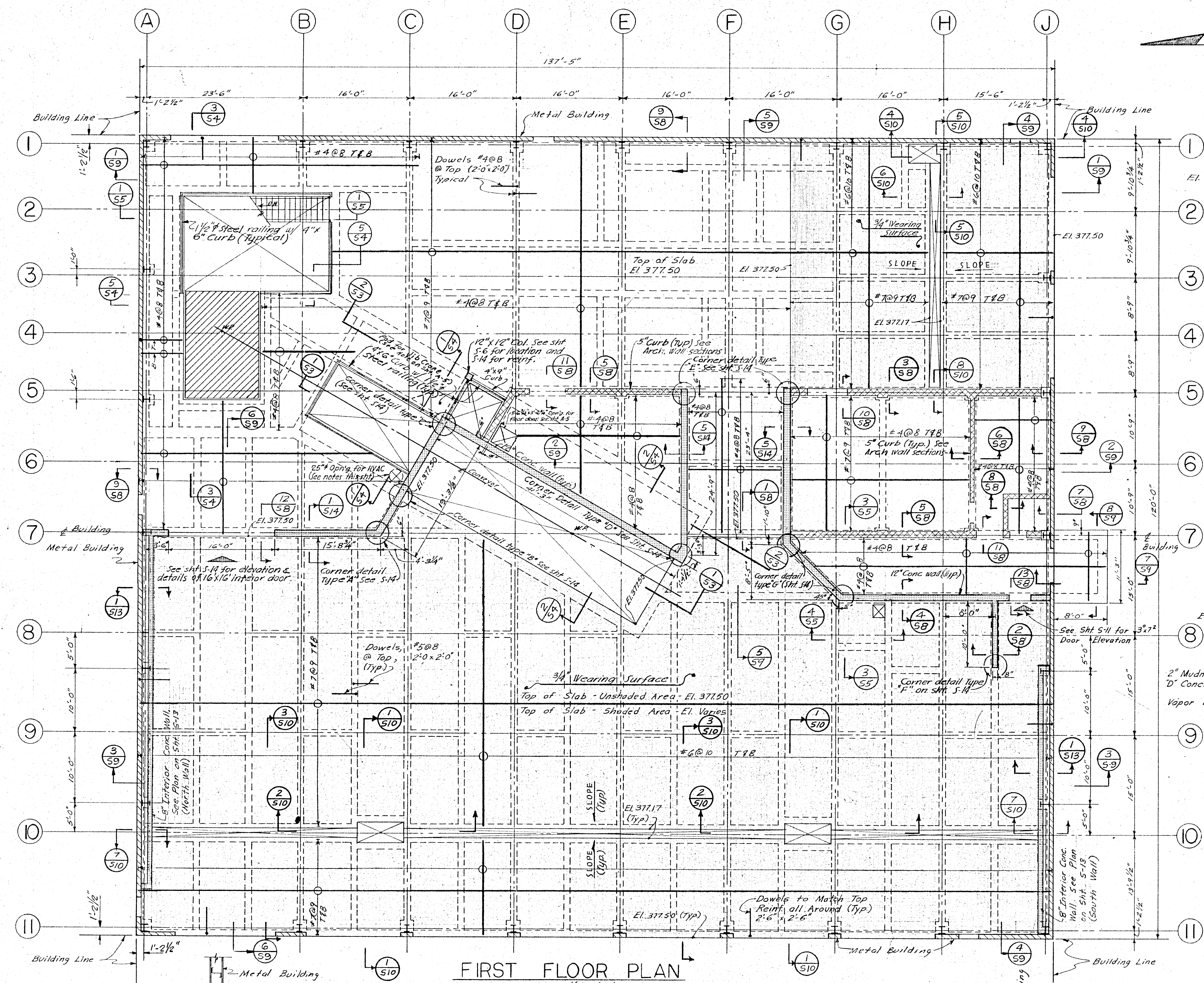
- NOTES:**
- FOR GENERAL NOTES SEE SHEET # S12
 - ALL ANCHOR BOLTS SHALL BE CLEANED OF DIRT AND MORTAR AFTER THEY ARE SET IN CONCRETE AND SHALL BE PROPERLY PROTECTED FROM ANY DAMAGE TO THREADS
 - ALL PIERS AT ELEV. 377.50



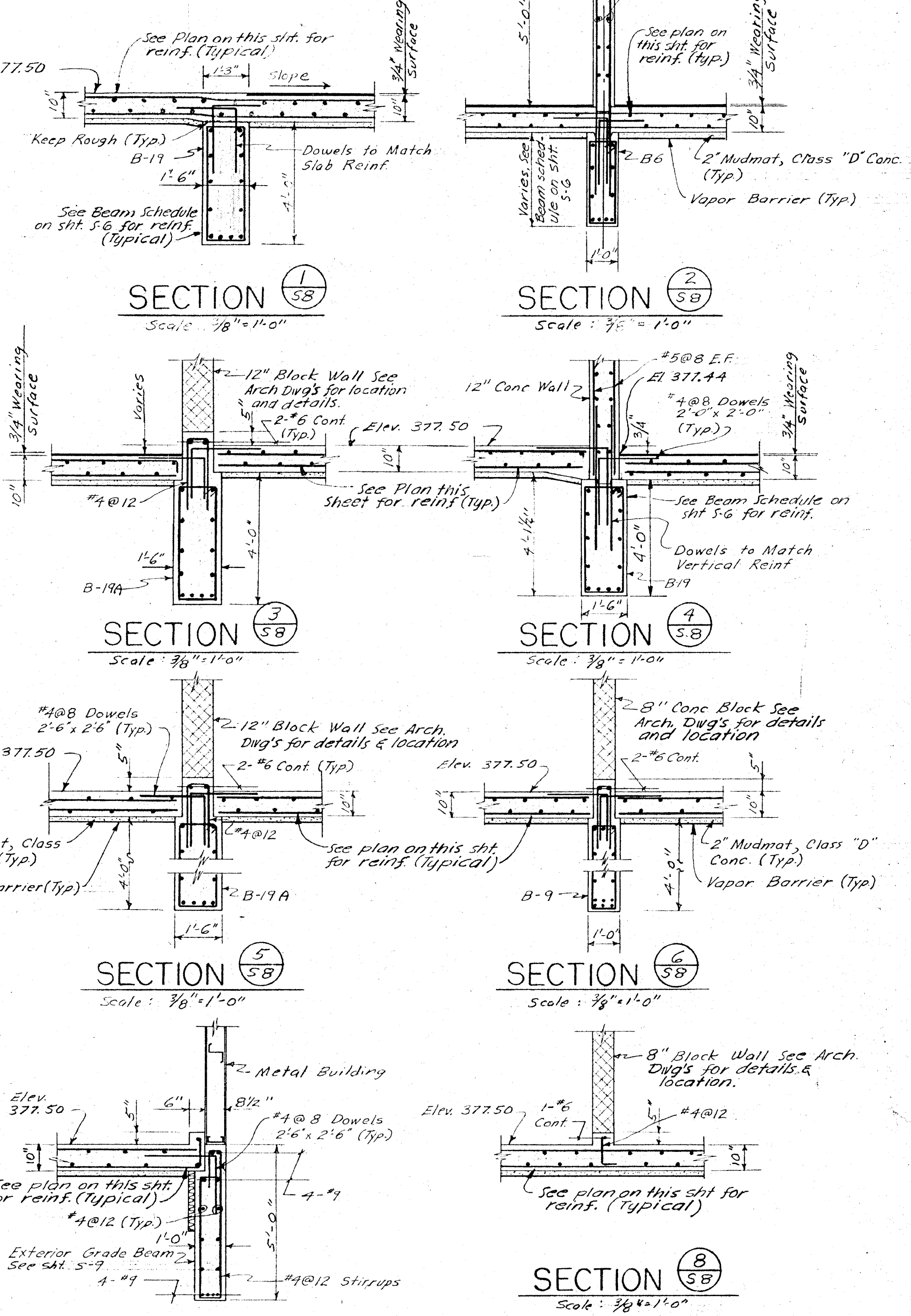
NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

| | | |
|---|-----------------------|--------------------|
| COUNTY OF ONONDAGA | | |
| LEY CREEK SHREDDING PLANT CONTRACT NO. 5A | | |
| ANCHOR BOLT LAYOUT & DETAILS | | |
| TOWN OF SALINA | ONONDAGA COUNTY, N.Y. | DATE: MAY 15, 1974 |
| BARTON BROWN CLYDE & LOGUIDICE, P.C. CONSULTING ENGINEERS & LAND SURVEYORS NORTH SYRACUSE, NEW YORK | | SCALE: 1" = 50' |
| REVISIONS | | FILE NO. 55-29-53F |

IN CHARGE OF: P.D.L.
DESIGNED BY: R.M.
DRAWN BY: M.C.C.
CHECKED BY: [Signature]



- NOTES**
1. Coordinate w/ plumb contractor about size, location of castigs, inserts, sleeves, & other openigs before pouring any conc. or any wall.
 2. Coordinate w/ HVAC & Elec. contr. about size, location of inserts, sleeves and inserts.
 3. For general notes, see sheet S-12.
 4. See Sht. A-1 for interior guard post locations and details.



FIRST FLOOR PLAN

SECTION 9
Scale: 3/8" = 1'-0"

SECTION 10
Scale: 3/8" = 1'-0"

SECTION 11
Scale: 3/8" = 1'-0"

SECTION 12
Scale: 3/8" = 1'-0"

SECTION 13
Scale: 3/8" = 1'-0"

SECTION 7
Scale: 3/8" = 1'-0"

NOTE: All Dowels thru beam into slab shall be #4@8 unless otherwise shown on the plan.

All Beams more than 24" in Depth shall be provided with additional #4 Bars on each face @ spacing not more than 12".

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

COUNTY OF ONONDAGA
LEY CREEK SHREDDING PLANT
CONTRACT NO. 5A
FIRST FLOOR PLAN & DETAILS

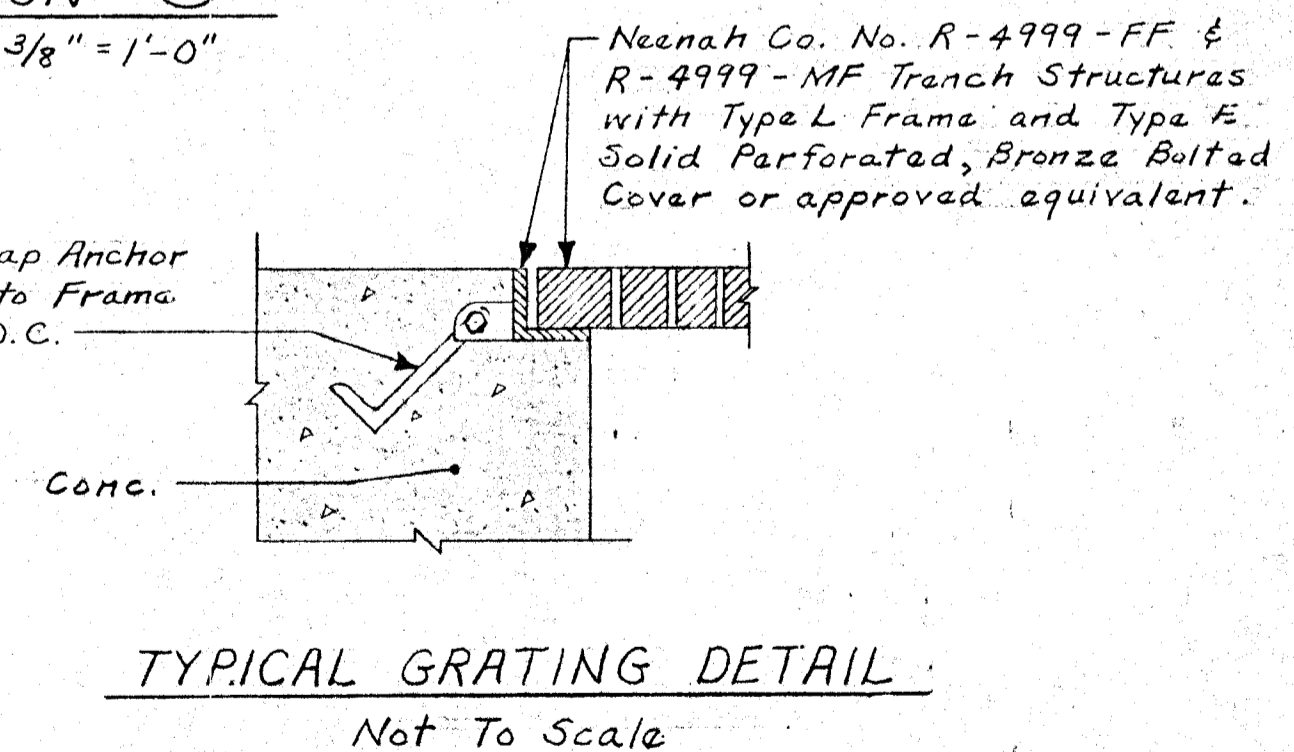
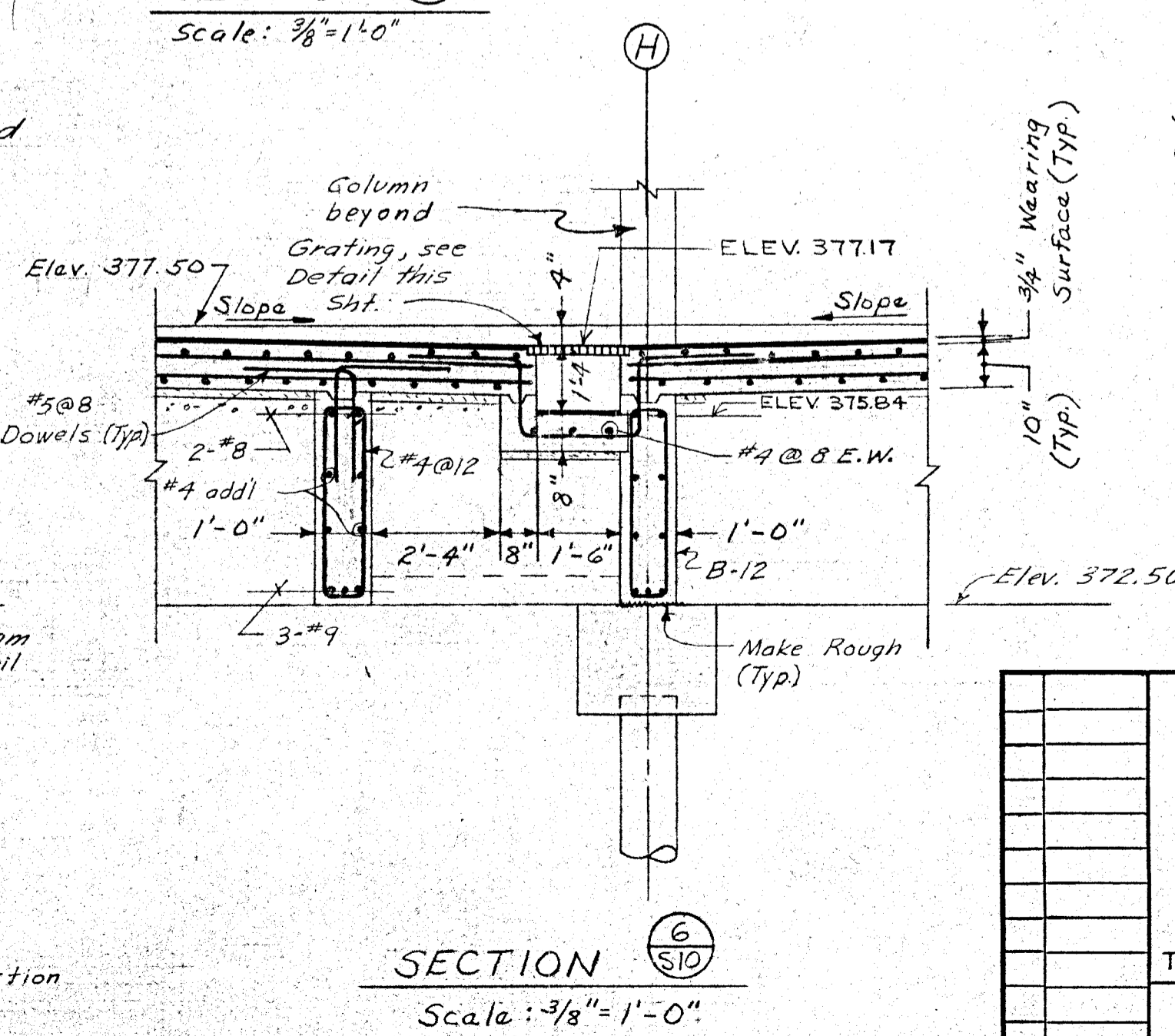
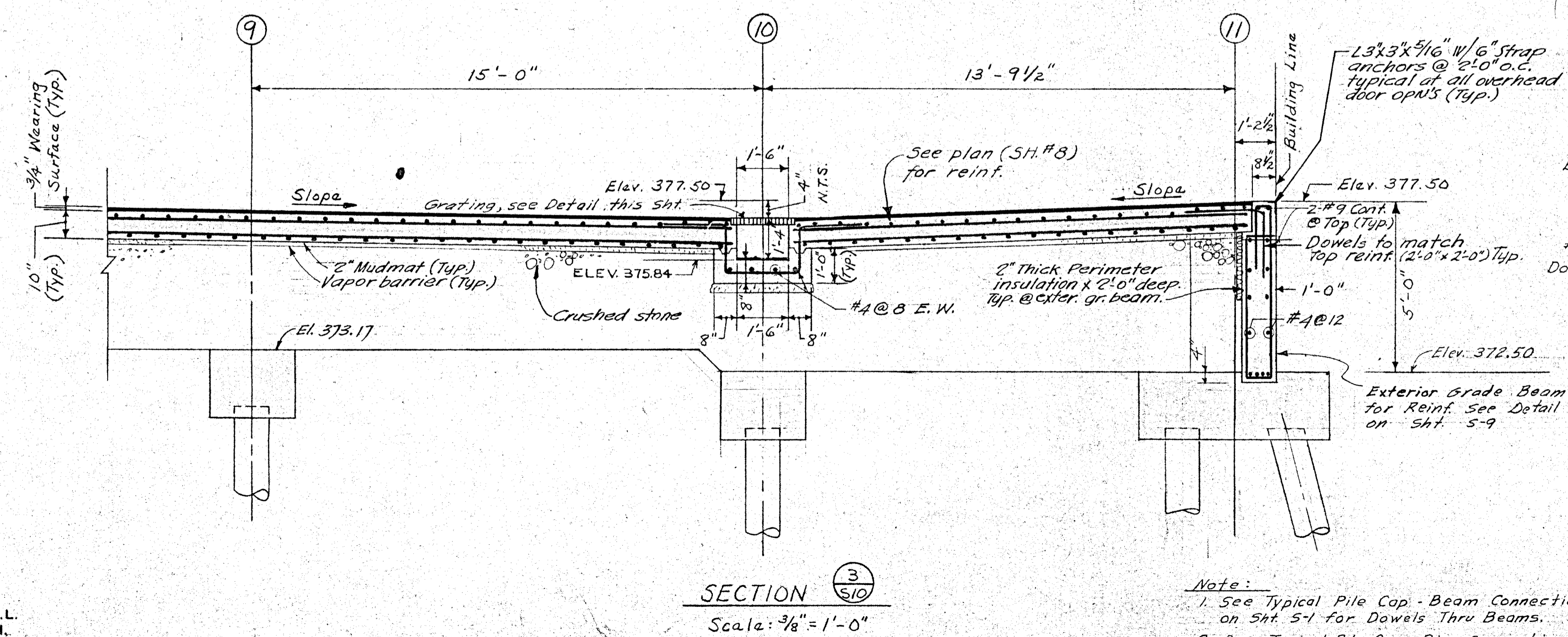
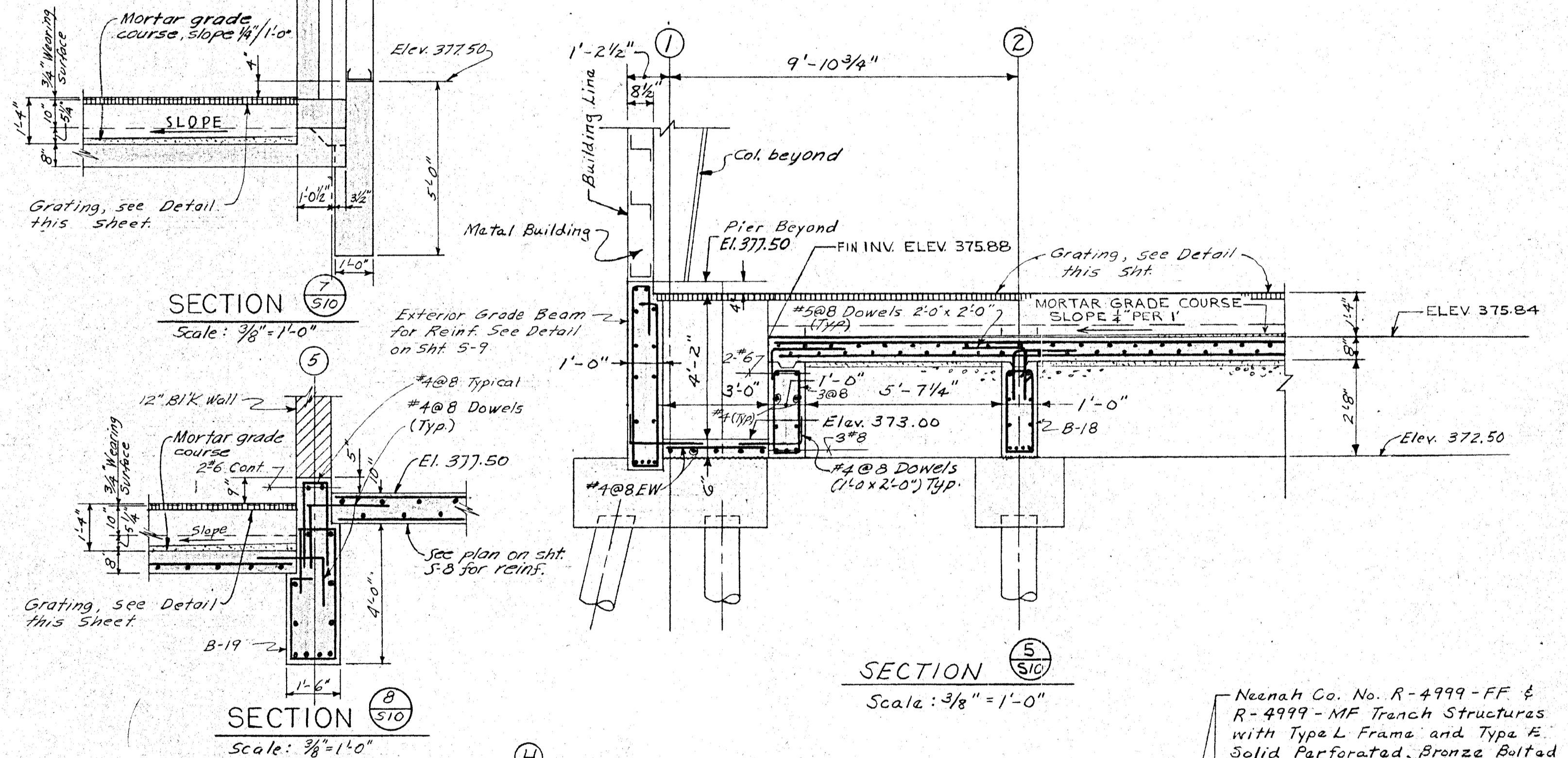
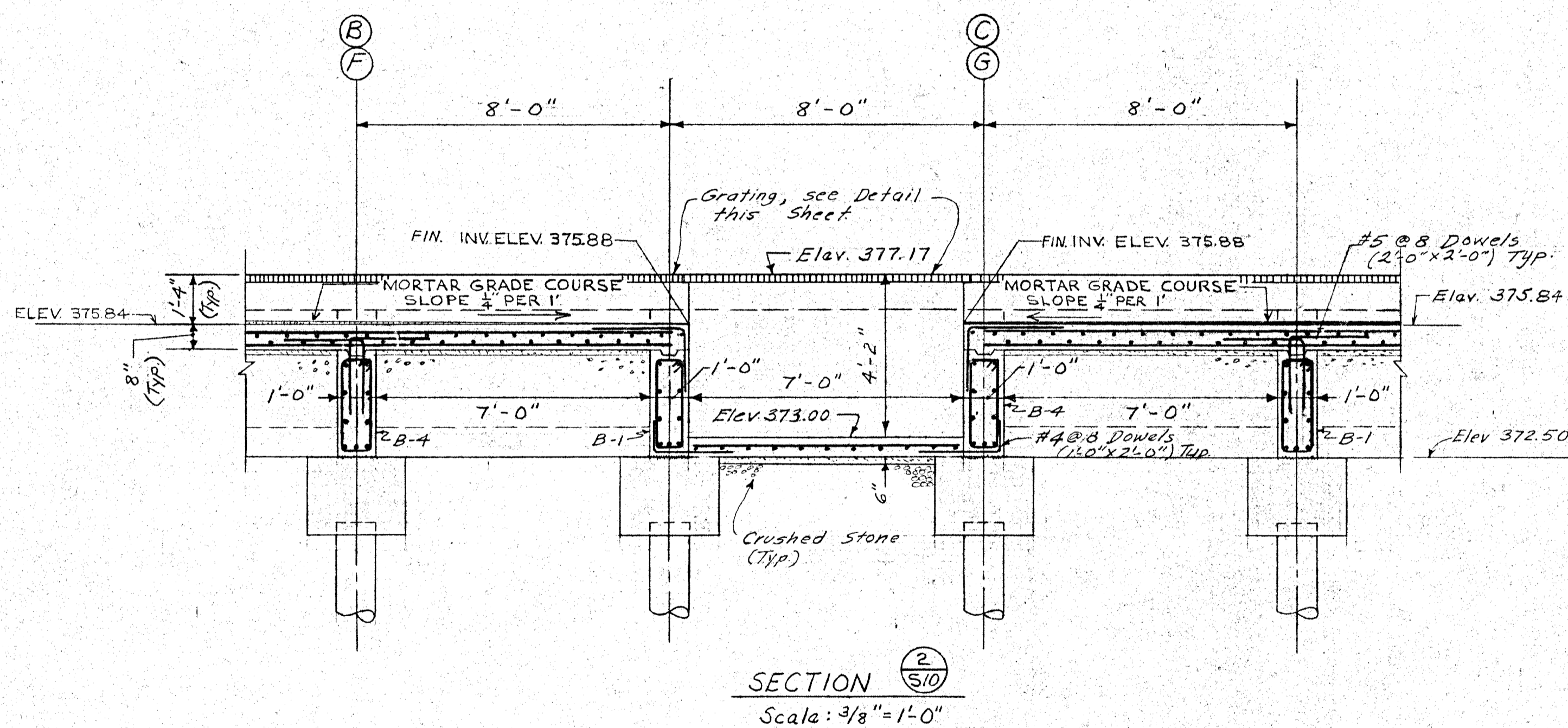
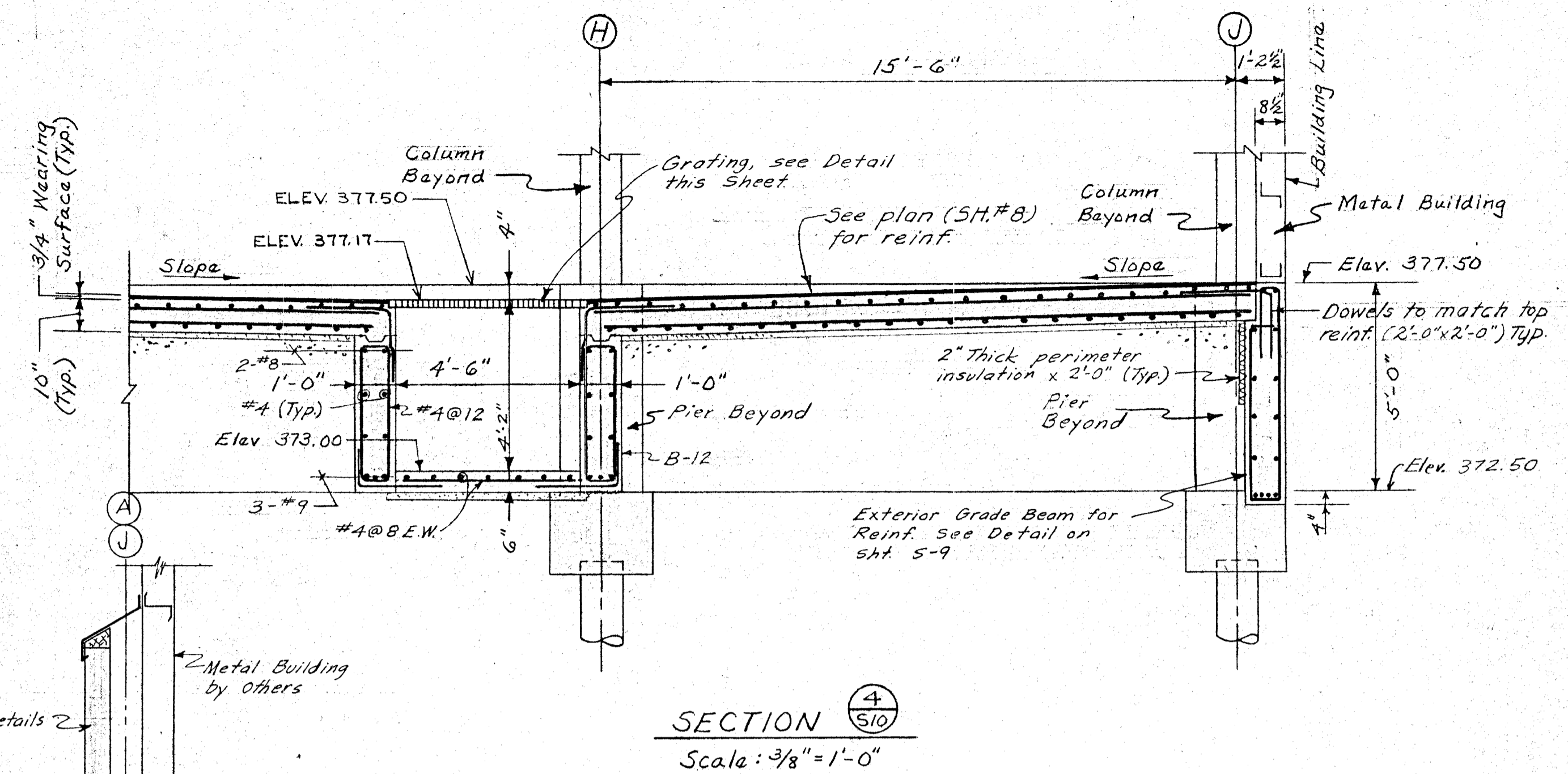
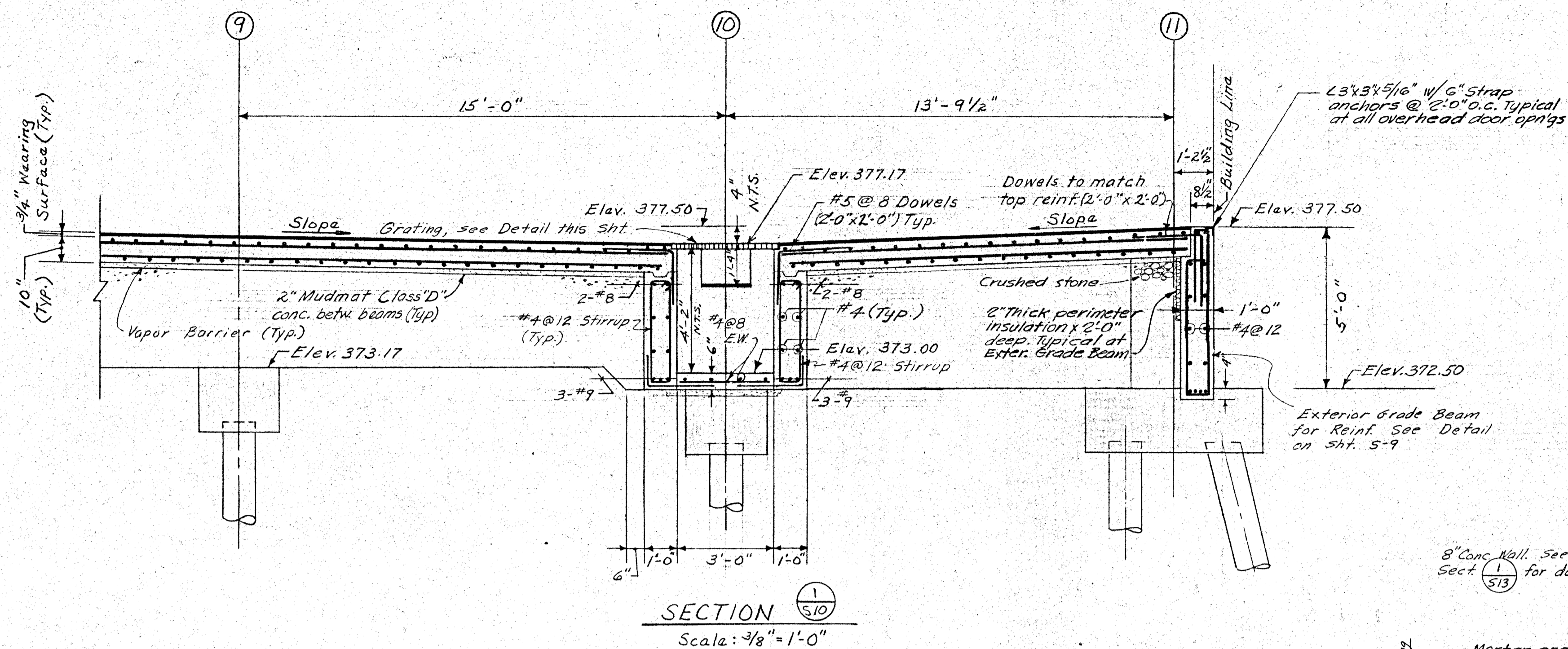
TOWN OF SALINA ONONDAGA COUNTY, N.Y.

BARTON, BROWN, CLYDE & LOGUIDICE, P.C.
CONSULTING ENGINEERS & LAND SURVEYORS
NORTH SYRACUSE, NEW YORK

DATE: MAY 15, 1974
SCALE: AS SHOWN
FILE NO.: 55.29-54F

S8

IN CHARGE OF: P.D.L.
DESIGNED BY: R.M.
DRAWN BY: J.B.K.
CHECKED BY: [Signature]

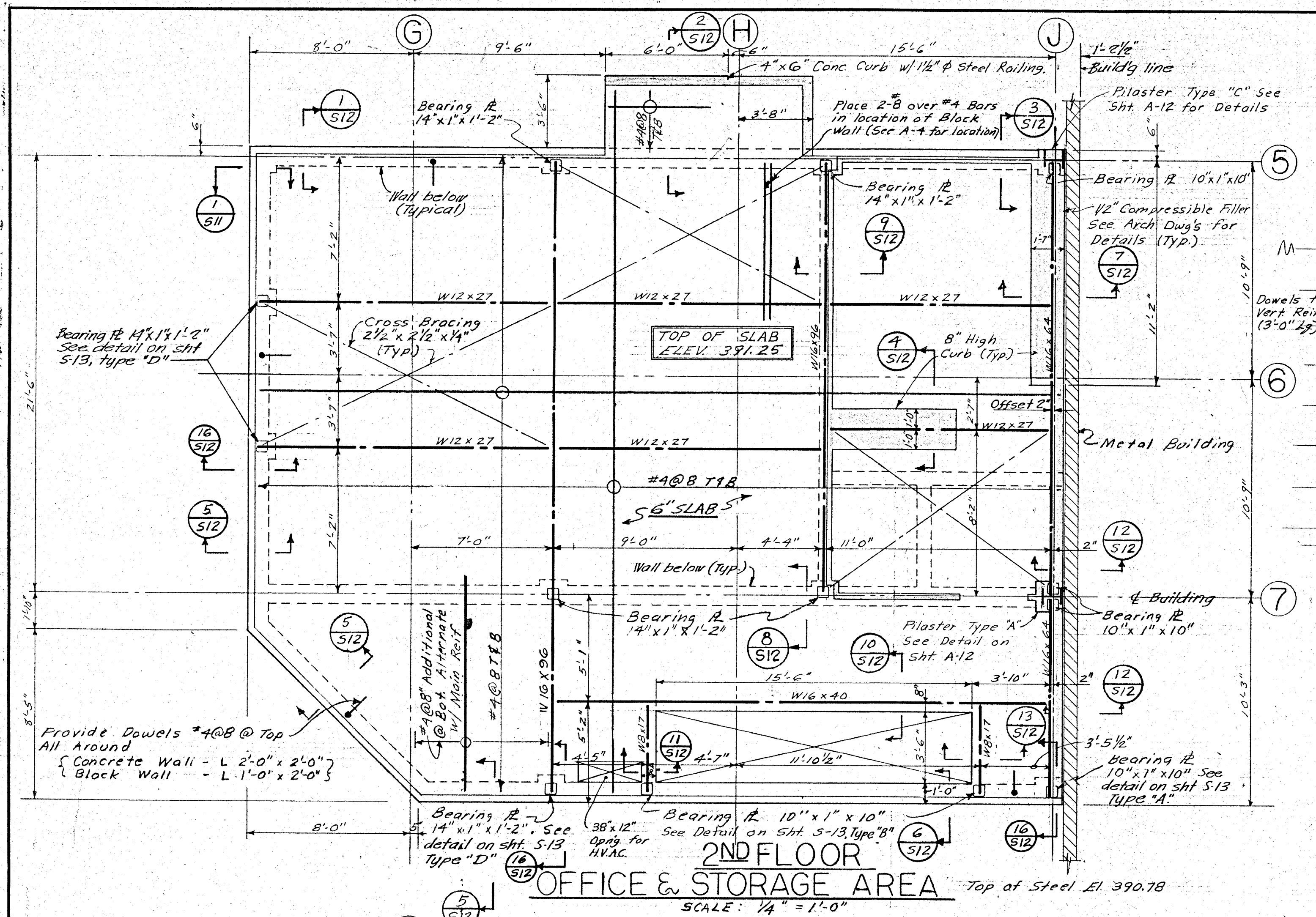


Note:
1. See Typical Pile Cap - Beam Connection on Sht. 5-1 for Dowels Thru Beams.
2. See Typical Pile Cap - Pier Connection on Sht. 5-7.

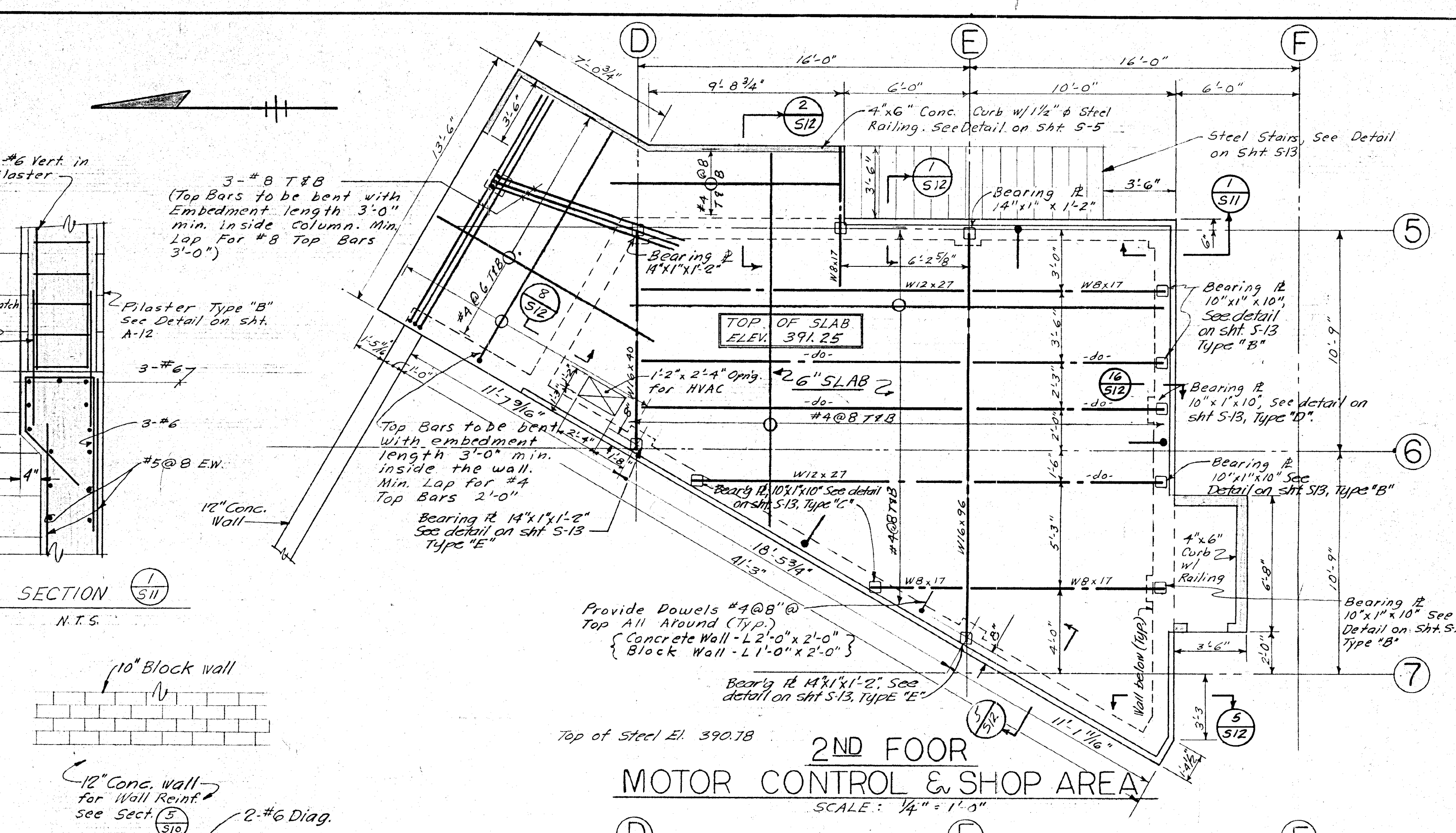
IN CHARGE OF: P.D.L.
DESIGNED BY: R.M.
DRAWN BY: J.E.H.
CHECKED BY: J.E.H.

| | | |
|--|--|---------------------|
| COUNTY OF ONONDAGA | | STATE OF NEW YORK |
| LEY CREEK SHREDDING PLANT | | |
| CONTRACT NO. 5A | | SECTION |
| TOWN OF SALINA | | |
| ONONDAGA COUNTY, N.Y. | | DATE: MAY 15, '94 |
| BARTON, BROWN, CLYDE & LOGUIDICE, P.C. | | |
| CONSULTING ENGINEERS & LAND SURVEYORS | | SCALE: AS SHOWN |
| NORTH SYRACUSE, NEW YORK | | |
| REVISIONS | | FILE NO.: 65-29-56F |

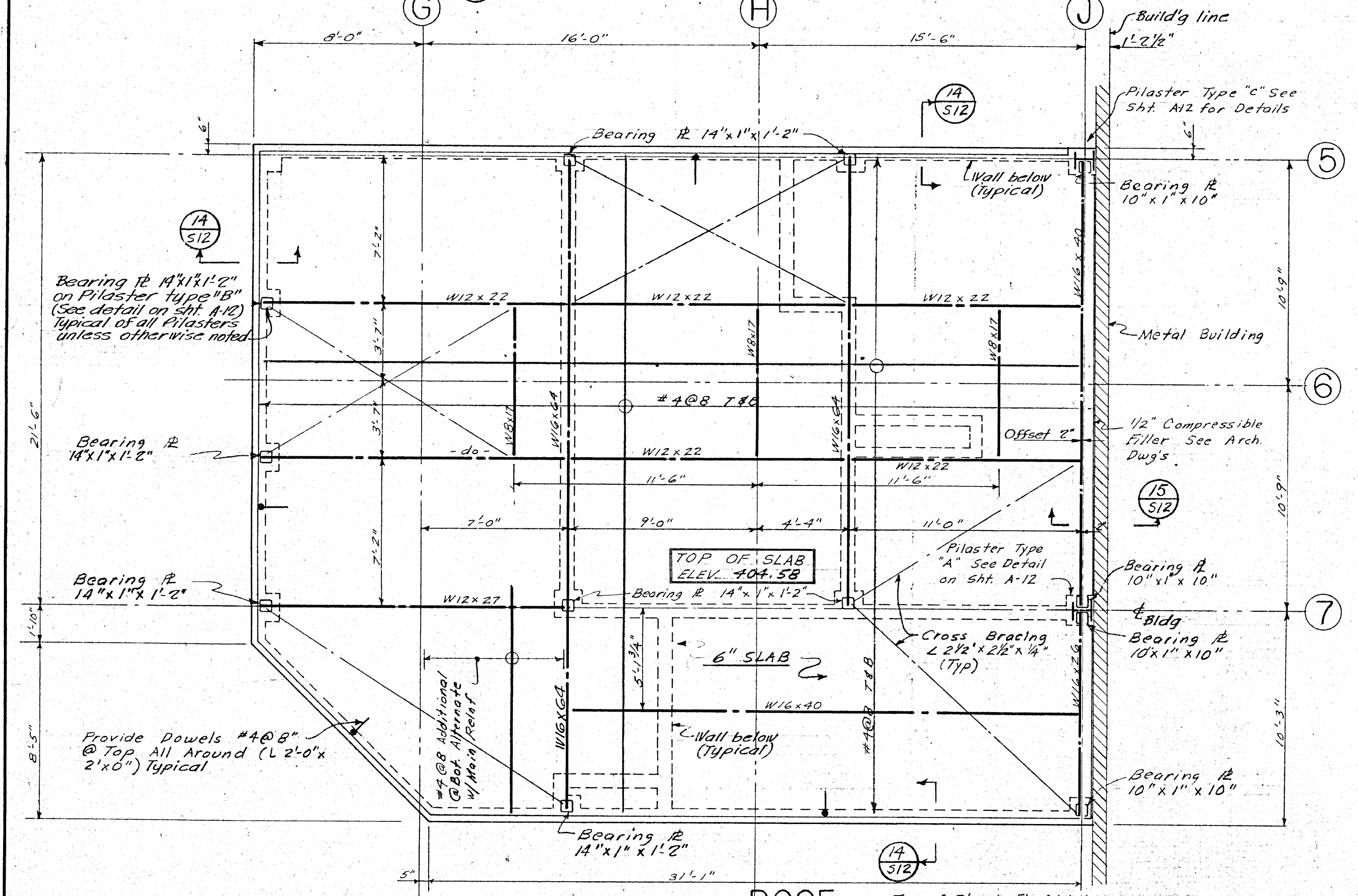
S10



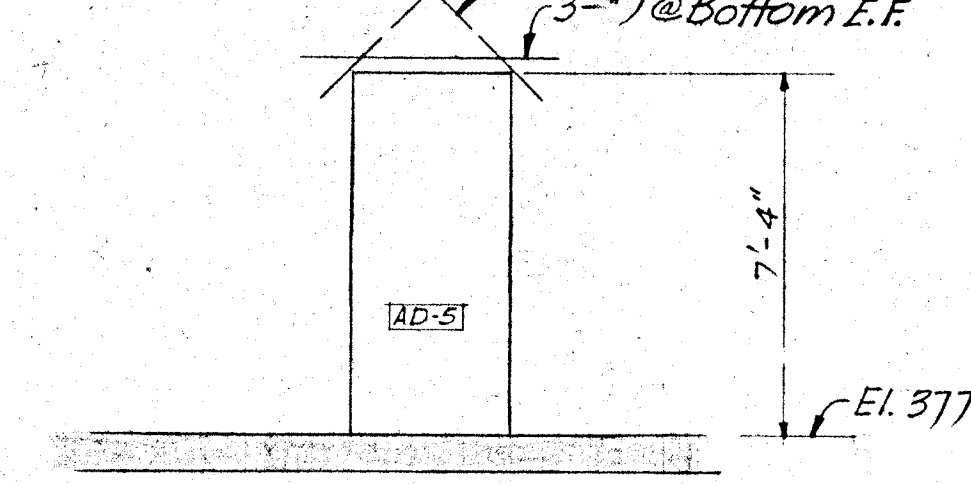
2ND FLOOR OFFICE & STORAGE AREA
 Top of Steel El. 390.78
 SCALE: 1/4" = 1'-0"



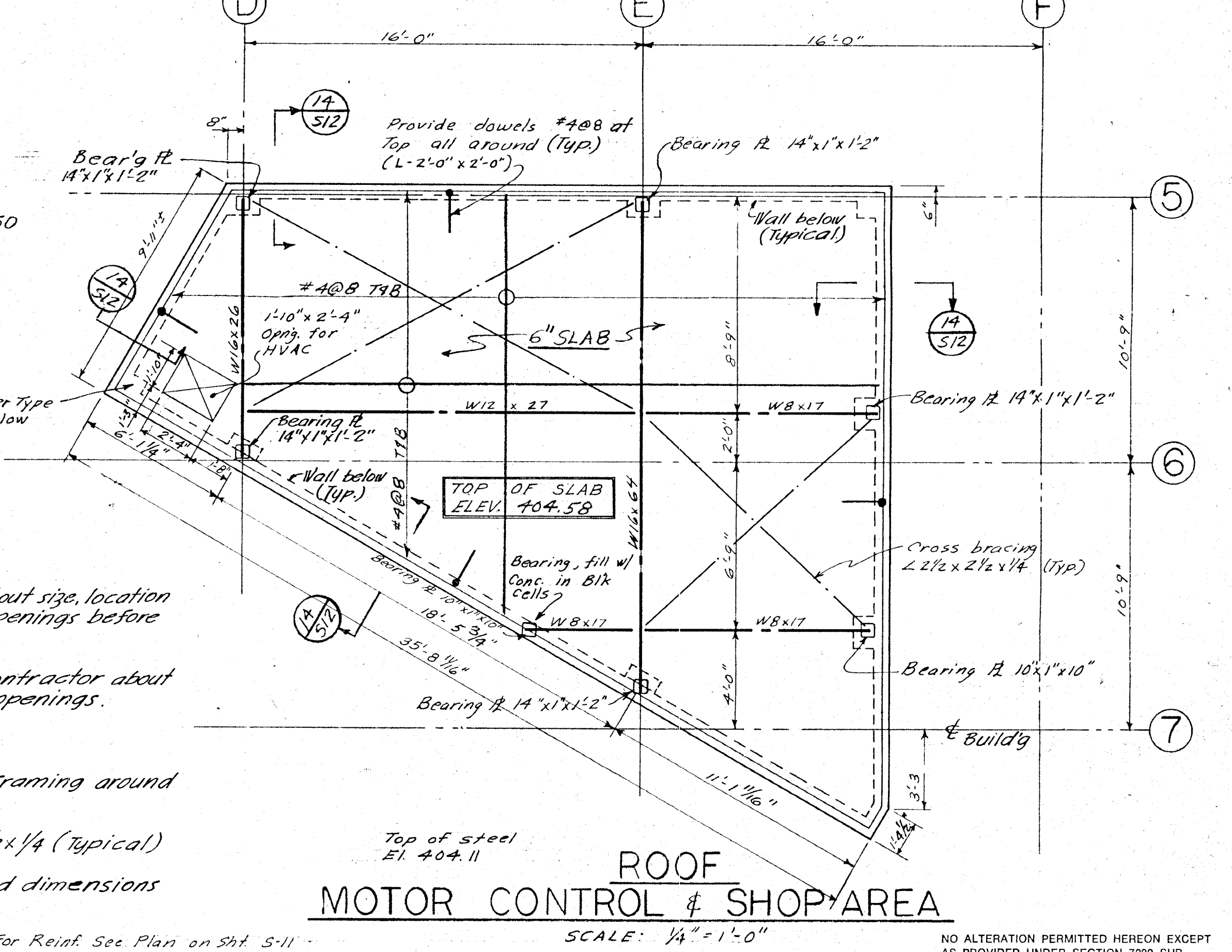
2ND FLOOR MOTOR CONTROL & SHOP AREA
 Top of Steel El. 390.78
 SCALE: 1/4" = 1'-0"



ROOF OFFICE & STORAGE AREA
 Top of Steel El. 404.11
 SCALE: 1/4" = 1'-0"

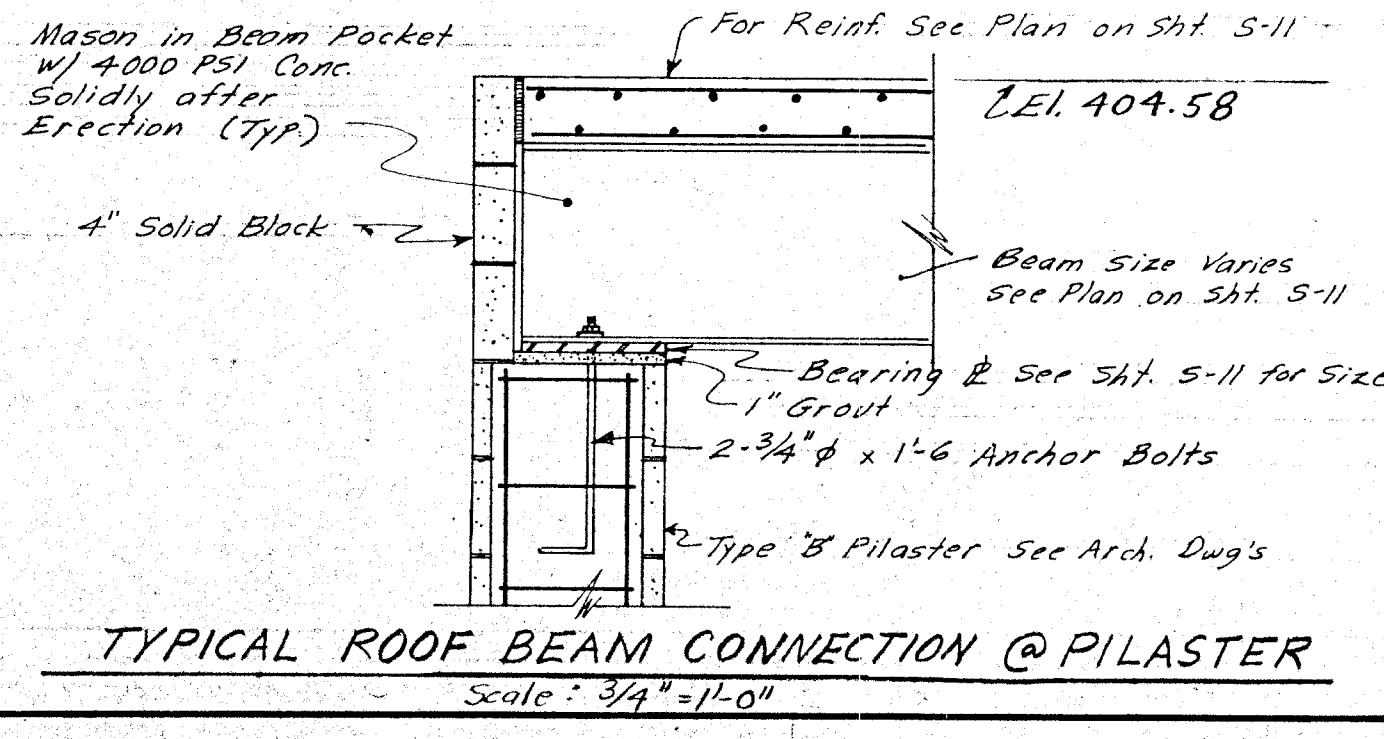


ELEVATION OF 3'x7' DOOR ON 12\"/>



ROOF MOTOR CONTROL & SHOP AREA
 Top of steel El. 404.11
 SCALE: 1/4" = 1'-0"

- NOTES**
1. Coordinate with plumbing contractor about size, location of castings, inserts, sleeves, and other openings before pouring any concrete.
 2. Coordinate with HVAC and Electrical contractor about size, location of inserts, sleeves, and openings.
 3. For general notes, see sheet S-12.
 4. See typical details on sheet S-14 for framing around openings.
 5. All bracing to be made of 2x2x2x1/4 (Typical)
 6. See drawings A-4 and A-5 for detailed dimensions of floors and walls.



TYPICAL ROOF BEAM CONNECTION @ PILASTER
 Scale: 3/4" = 1'-0"

IN CHARGE OF: P.D.L.
 DESIGNED BY: R.M.
 DRAWN BY: J.B.K.
 CHECKED BY: J.P.

| | | |
|---|-----|--|
| COUNTY OF ONONDAGA LEY CREEK SHREDDING PLANT CONTRACT NO. 5A | | |
| PLAN OFFICE, MOTOR CONTROL & STORAGE AREA TOWN OF SALINA ONONDAGA COUNTY, N.Y. | | |
| BARTON, BROWN, CLYDE & LOGUIDICE, P.C. CONSULTING ENGINEERS & LAND SURVEYORS NORTH SYRACUSE, NEW YORK | | DATE: MAY 15, 1974 SCALE: AS SHOWN FILE NO.: 65.29-57F |
| REVISIONS | SII | |

GENERAL NOTES (READ THE SPECIFICATIONS)

A. LOADS

1. LIVE LOADS

- a. DUMP FLOOR TO SUPPORT PACKER TRUCK LOADS REAR AXLE 50,000 LBS. FRONT AXLE 18,000 LBS.
- b. STORAGE AREAS - - - - - 400 PSF
- c. OTHER AREAS - - - - - 250 PSF

SECOND FLOOR

- a. MOTOR CONTROL AREA EQUIPMENT - - - - - 700 PSF OTHER - - - - - 100 PSF
- b. OFFICE AREA - - - - - 100 PSF
- ROOF SLAB OVER MOTOR CONTROL & OFFICE AREA - 100 PSF

2. DEAD LOADS

COMPUTE ON BASIS OF ACTUAL WEIGHTS OF MATERIALS USED. SEE SPECS FOR QUALITY OF MATERIALS AND COMPLIANCE WITH APPLICABLE CODES, STANDARDS AND SPEC'S.

B. EXCAVATION & FILL

1. ALL EXCAVATIONS SHALL BE ADEQUATELY DEWATERED BEFORE PLACEMENT OF CONCRETE.
2. PROVIDE ADEQUATE CROSS BRACING BEFORE BACKFILLING PIT WALLS. BRACING SHALL NOT BE REMOVED UNTIL FLOOR SLAB IS POURED.
3. SLABS ON GROUND SHALL REST ON MEMBRANE VAPOR BARRIER AND MUDMAT (CLASS "D" CONCRETE).

C. CONCRETE

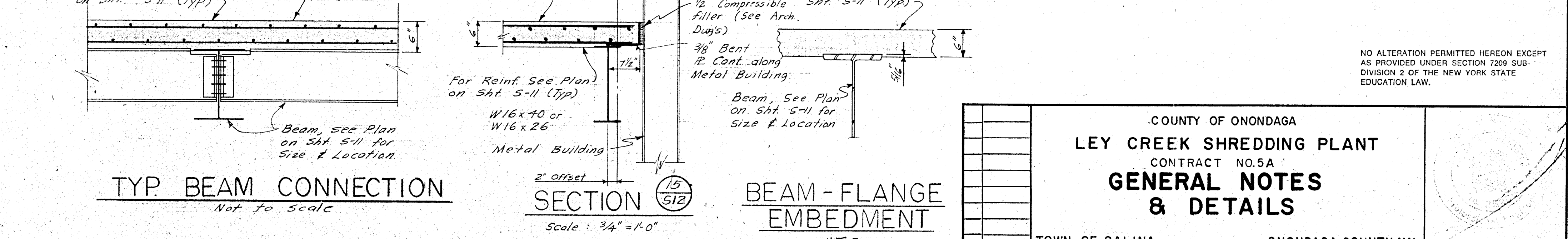
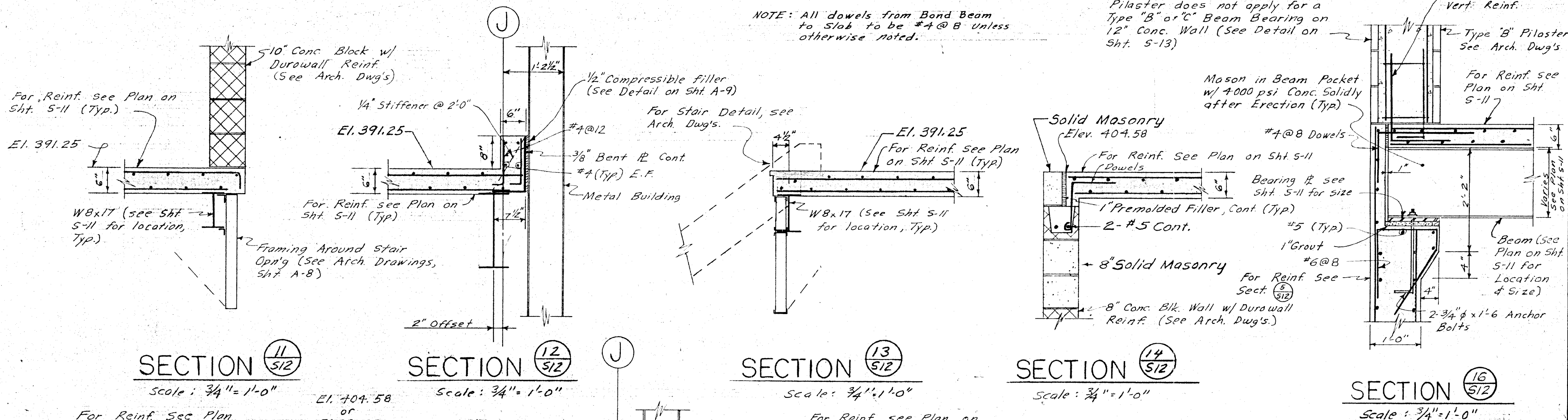
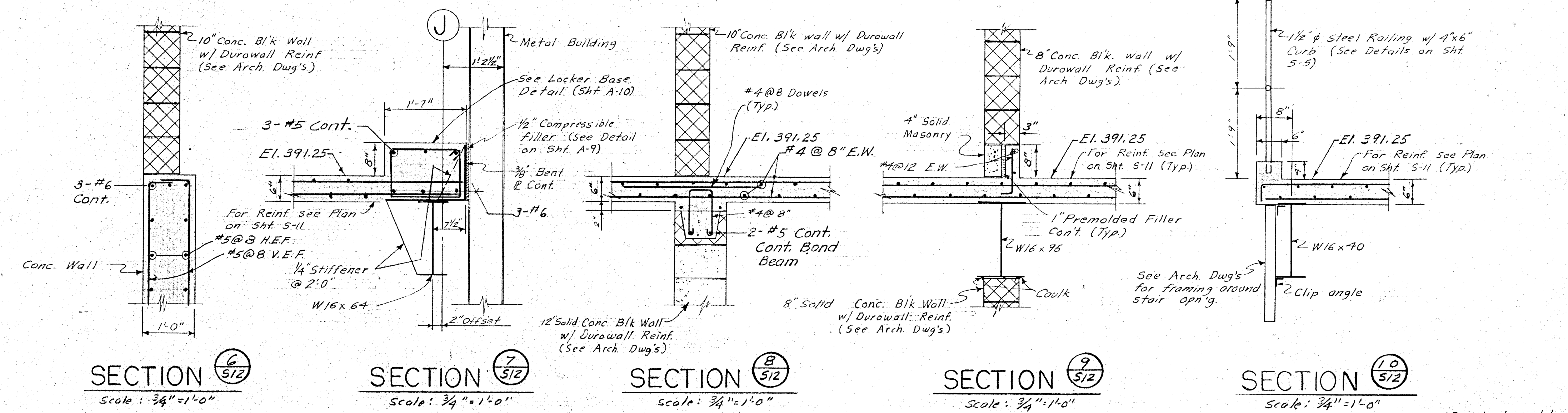
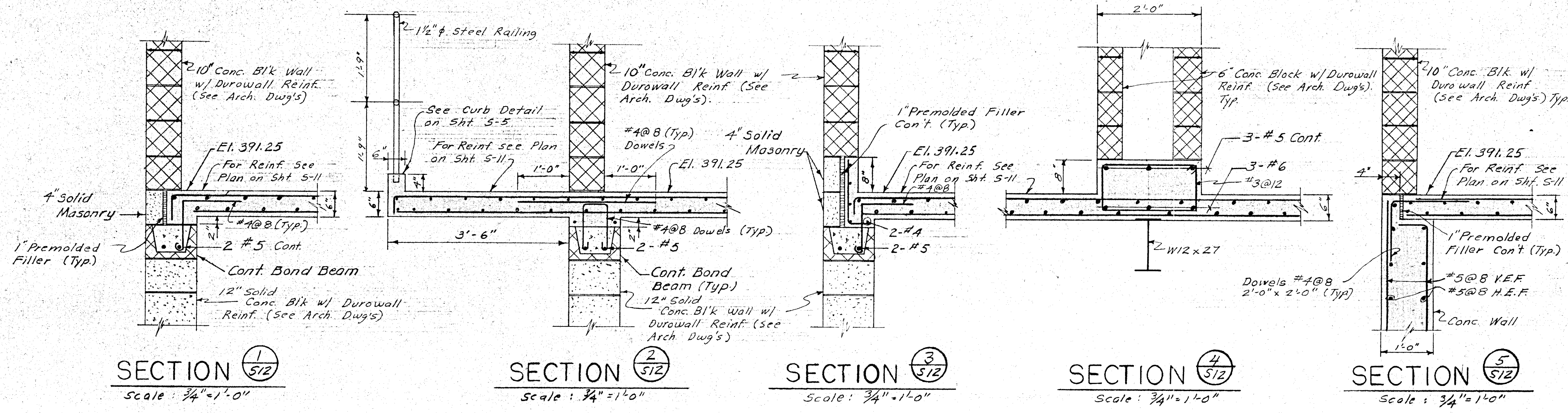
1. DESIGN STRENGTHS
 - FILL FOR OVEREXCAVATION - 1500 PSI
 - MUD MAT - 2500 PSI
 - ALL OTHER CONCRETE - 4000 PSI (SEE SPECIFICATIONS FOR DETAILED CLASSIFICATION)
2. DESIGN STANDARD ACI 318
3. DETAIL STANDARD ACI 315
4. REINFORCING
 - MESH ASTM A-185 PLAT SHEETS.
 - ALL BARS - ASTM A615, GRADE 40
 - UNLESS OTHERWISE INDICATED, REINFORCING BARS, UP TO AND INCLUDING #11, SHALL BE SPLICED OR ANCHORED MIN. 24 BAR DIA'S, OR LESS THAN 12".
 - SPLICES SHALL BE STAGGERED WHERE POSSIBLE AND LOCATED SO AS TO LEAST IMPAIR STRENGTH OF THE MEMBER.
 - CORNER BARS AT WALL CORNERS AND INTERSECTIONS SHALL MATCH HORIZ. BARS IN SIZES AND SPACING, HAVE REQUIRED SPLICE LAP, AND SHALL BE MIN. 3 FT. LONG.
 - PLACE THREE #6 OVER ALL OPENINGS IN FOUNDATIONS, WALLS & GRADE BEAMS WHERE NO OTHER REINFORCING IS INDICATED.
 - PLACE TWO #5 x 4'-0" BARS DIAGONALLY AT EACH CORNER OF SUCH OPENINGS.
 - PROVIDE 2 - #5 AT EACH SIDE OF ALL OPENINGS IN WALLS AND BEAMS.
 - PROVIDE NECESSARY LABOR, MATERIALS, FORMS AND ALL RELATED ITEMS TO PLACE 20 CU. YDS. OF REINFORCED CONCRETE AS DIRECTED IN THE FIELD. CREDIT OWNER FOR UNUSED PORTION.
 - PROVIDE NECESSARY LABOR AND MATERIAL TO PLACE 2 TONS OF STOCK LENGTH REINFORCING BARS IN ASSORTED SIZES AS DIRECTED IN THE FIELD. CREDIT OWNER FOR UNUSED PORTION.
 - CONCRETE COVER OVER BARS
 - FORMED CONCRETE EXPOSED TO GROUND, WATER OR WEATHER - 2"
 - PILASTERS, WALLS - 1-1/2"
 - OTHER BEAMS, GIRDERS, COLUMNS & WALLS - 1-1/2"
 - SLABS ON FORM - 3/4"
 - SLABS ON GRADE - 1"
 - PROVIDE ALL NECESSARY TIE BARS, SPACER BARS, CHAIRS, ETC., TO OBTAIN CONCRETE COVER AS SPECIFIED ABOVE.
 - IF STEEL PILES ARE DRIVEN, REINFORCING BARS OVER THE STEEL PILES SHALL BE TACK WELDED ON EITHER SIDE OF THE WEB. MINIMUM FOUR TACK WELDS SHALL BE PROVIDED PER PILE. SEE DETAIL.

D. GENERAL

1. CONCRETE GRADE BEAMS SHALL BE POURED IN ALTERNATE SECTIONS, EACH POUR NOT TO EXCEED 50 FEET IN LENGTH. NO HORIZONTAL JOINTS SHALL BE PERMITTED EXCEPT AS SHOWN ON PLANS OR DETAILS. VERTICAL CONSTRUCTION JOINTS SHALL BE LOCATED AT POINTS OF MINIMUM SHEAR.
2. HORIZONTAL CONSTRUCTION JOINTS IN WALLS & BEAMS WILL NOT BE PERMITTED.
3. FILL COLUMN AND BEAM POCKETS WITH CONCRETE AFTER STEEL IS IN PLACE.
4. CONTRACTOR SHALL REQUEST ENGINEER TO INSPECT REINFORCING AND OBTAIN HIS AUTHORIZATION TO PROCEED WITH CONCRETE POUR.
5. CONTRACTOR SHALL CHECK ARCH. DRAWINGS FOR DETAILS AND LIMITS OF SLAB DEPRESSIONS, SPECIAL FL. FINISHES, DOOR THRESHOLDS, SLOPES TO DRAINS, ETC., AND SHALL PROVIDE FOR SAME.
6. ALL EXPOSED CORNERS OF CONCRETE MEMBERS TO HAVE 3/4" - 45° CHAMFER.
7. CONSTRUCTION LOADS NOT TO EXCEED DESIGN LIVE LOADS.
8. CONTRACTOR SHALL VERIFY ALL MEASUREMENTS IN FIELD.
9. CONTRACTOR SHALL CHECK ARCH., MECH. AND ELECTR. DRAWINGS AND TRADES FOR ITEMS EMBEDDED IN CONCRETE, AND FOR LOCATION, SIZE AND DETAILS OF FLOOR, ROOF AND WALL OPENINGS.

E. STRUCTURAL STEEL

1. STRUCTURAL STEEL: ASTM A 36.
2. HIGH-STRENGTH BOLTS: ASTM A 325, MIN. 3/4" DIA., IN FRICTION-TYPE CONNECTION.
3. ALL SHOP CONNECTIONS WELDED.
4. FIELD CONNECTIONS TO BE MADE BY MEANS OF HIGH STRENGTH BOLTS IN FRICTION-TYPE CONNECTION, UNLESS OTHERWISE SHOWN OR SPECIFIED.
5. CONNECTIONS NOT DETAILED OR OTHERWISE SPECIFIED ON DRAWINGS SHALL BE DETAILED TO HAVE CAPACITY NOT LESS THAN TOTAL UNIFORM LOAD CAPACITY TABULATED IN AISC MANUAL FOR "ALLOW. LOADS ON BEAMS". FOR GIVEN SHAPE, SPAN AND STEEL SPEC. OF BEAM IN QUESTION.
6. UNLESS OTHERWISE SHOWN, STANDARD BEAM CONNECTIONS SHALL BE FRAMED OR SEATED CONNECTIONS, AS SPECIFIED, DESIGNED AND DETAILED IN ACCORDANCE WITH AISC MANUAL; HOLES FOR SHOP & FIELD CONNECTIONS SHALL BE DRILLED OR PUNCHED. NO BURNED HOLES SHALL BE ALLOWED.
7. WHEN NOT SHOWN, SPECIAL BEAM CONNECTIONS SHALL IN GENERAL CONFORM TO PROVISIONS OF AISC PP. 4-44 THRU 4-47 OF AISC MANUAL.
8. ALL WELDING IN ACCORDANCE WITH AISC SPEC'S AND AWS STD. CODE.
9. CONTRACTOR TO SUPPLY AND USE ALL NECESSARY BRACING, GUY WIRES AND OTHER MEANS TO MAINTAIN LOCATION AND STABILITY OF STEEL FRAMING DURING CONSTRUCTION.
10. SEE MECHANICAL DRAWINGS FOR LOCATION OF ALL MECHANICAL OPENINGS IN ROOF AND FLOORS NOT SHOWN ON STRUCTURAL DRAWINGS. GENERAL CONTRACTOR AND STEEL FABRICATOR TO VERIFY NUMBER, SIZE AND LOCATION OF ALL OPENINGS WITH THE MECHANICAL CONTRACTOR BEFORE POURING ANY CONCRETE OR FABRICATING ANY STEEL. SEE MECH. DWGS. FOR THE NUMBER, SIZE AND LOCATION OF ALL EQUIPMENT SUPPORTS AND PADS. SEE MFG. TEMPLATE FOR ANCHOR BOLT LAYOUT.
11. GENERAL CONTRACTOR IS TO COORDINATE WITH H & V AND PLUMBING CONTRACTORS. THE LOCATION AND SIZE OF OPENINGS FOR SPECIFIC MAKE EQUIPMENT THEY ARE SUPPLYING.
12. SEE ARCHITECTURAL AND MECHANICAL DRAWINGS FOR DIMENSIONS AND DETAILS NOT SHOWN ON THE STRUCTURAL DRAWINGS. ALL DIMENSIONS WHICH ARE SHOWN TO BE VERIFIED IN CASE OF ANY DISCREPANCY BEFORE DOING ANY WORK.
13. STEEL FABRICATOR IS TO COORDINATE WITH METAL PANEL FABRICATOR FOR ALL CONNECTIONS, NOT SHOWN ON THE STRUCTURAL DRAWINGS. SEE ARCH. DWGS. FOR DETAILS.
14. PROVIDE NECESSARY LABOR AND MATERIAL TO DETAIL, FABRICATE AND INSTALL TWO TONS OF STRUCTURAL STEEL AS DIRECTED BY THE ENGINEER - CREDIT OWNER FOR UNUSED PORTION.
15. STRUCTURAL STEEL SHOW OPENING LARGER THAN 12" ROUND OR SIDE DIMENSION. CONTRACTOR TO COOPERATE WITH ALL TRADES FOR SLEEVING OF SMALLER OPENINGS. NO SLEEVING THRU BEAMS SHALL BE PERMITTED.
16. SEE ARCHITECTURAL DRAWINGS FOR LOCATION OF ALL HAILERS REQUIRED.
17. GENERAL CONTRACTOR SHALL NOT DO ANY CONSTRUCTION WORK ABOVE FIRST FLOOR UNTIL ALL STRUCTURAL ERECTION FOR THE BUILDING (CONTRACT #3) IS COMPLETED.
18. UNLESS OTHERWISE DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL NOT POUR THE FIRST FLOOR SLAB WITHOUT COMPLETION OF ALL OTHER CONTRACTS.



TYP. BEAM CONNECTION
Not to scale

SECTION 15/512
Scale: 3/4"=1'-0"

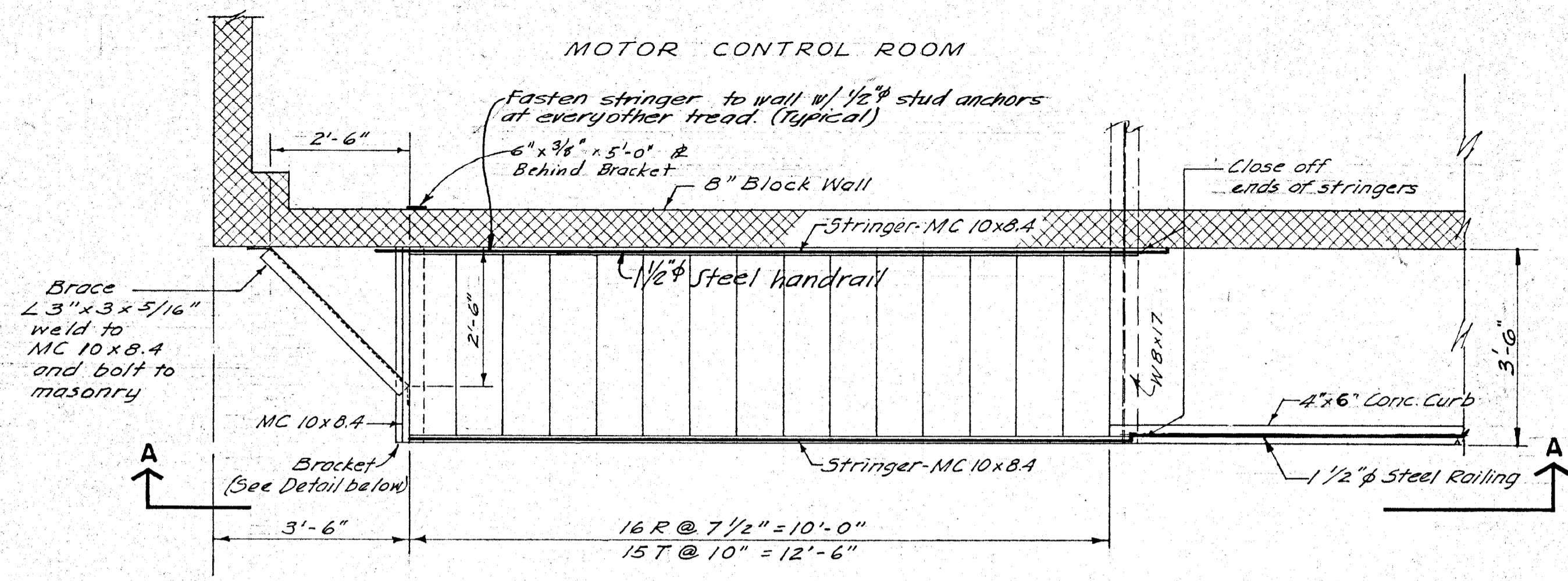
BEAM - FLANGE EMBEDMENT
N.T.S.

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

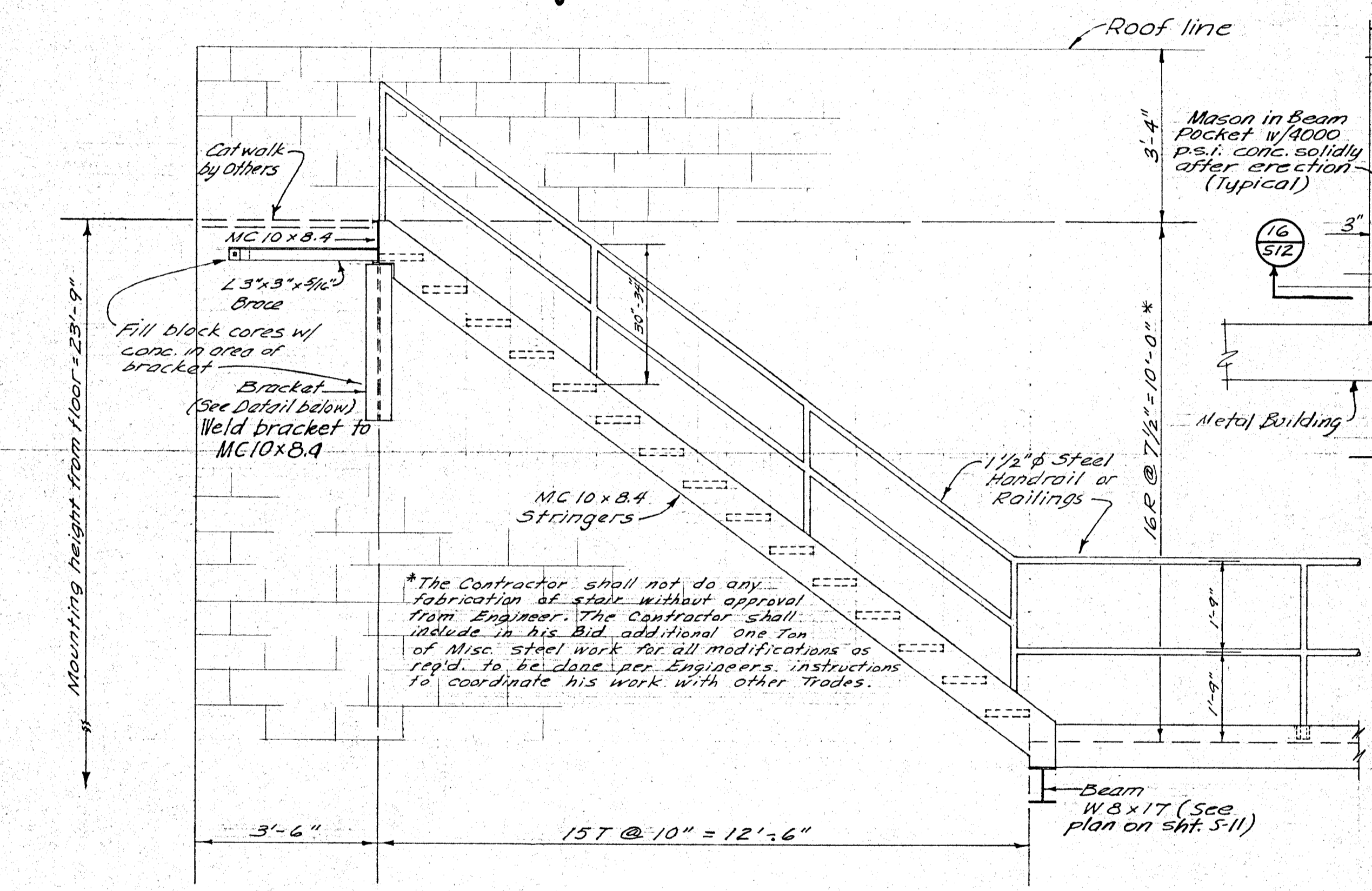
| | |
|-----------|---|
| REVISIONS | COUNTY OF ONONDAGA LEY CREEK SHREDDING PLANT CONTRACT NO.5A GENERAL NOTES & DETAILS TOWN OF SALINA ONONDAGA COUNTY, N.Y. BARTON, BROWN, CLYDE & LOGUIDICE, PC CONSULTING ENGINEERS & LAND SURVEYORS NORTH SYRACUSE, NEW YORK DATE: MAY 15, 1974 SCALE: AS SHOWN FILE NO.: 55.29-88F |
|-----------|---|

IN CHARGE OF: P.D.L.
 DESIGNED BY: R.M.
 DRAWN BY: J.B.K.
 CHECKED BY: [Signature]

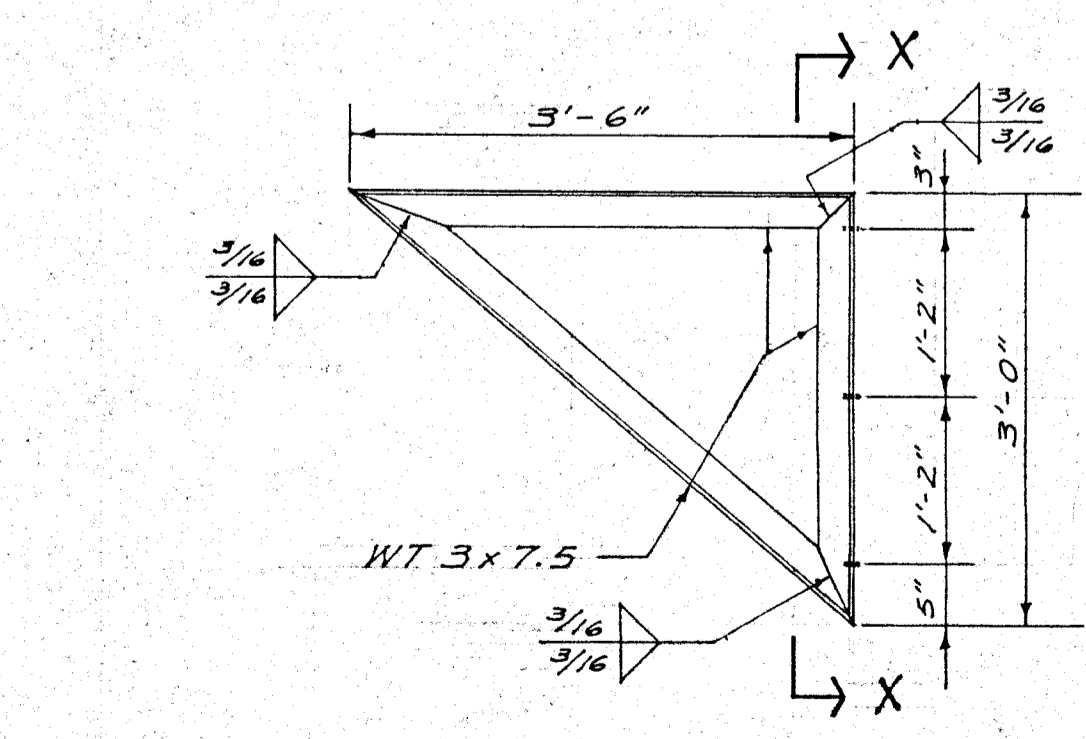
S12



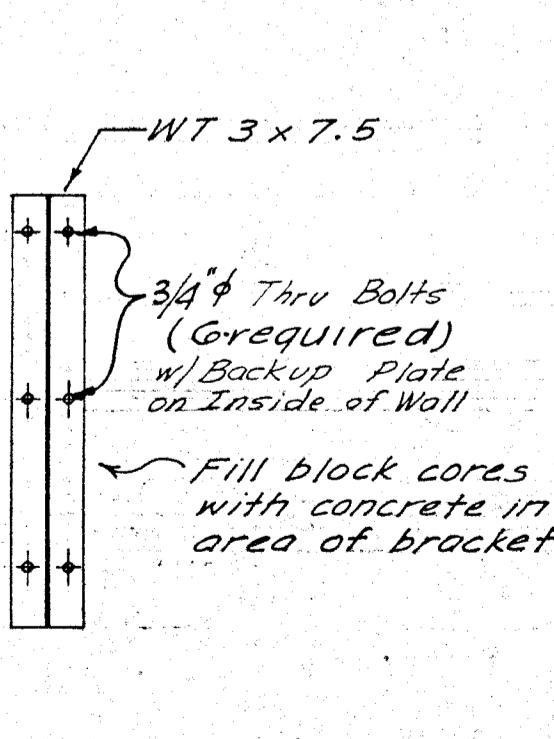
PLAN
STAIR AT MOTOR CONTROL
SCALE 1/2" = 1'-0"



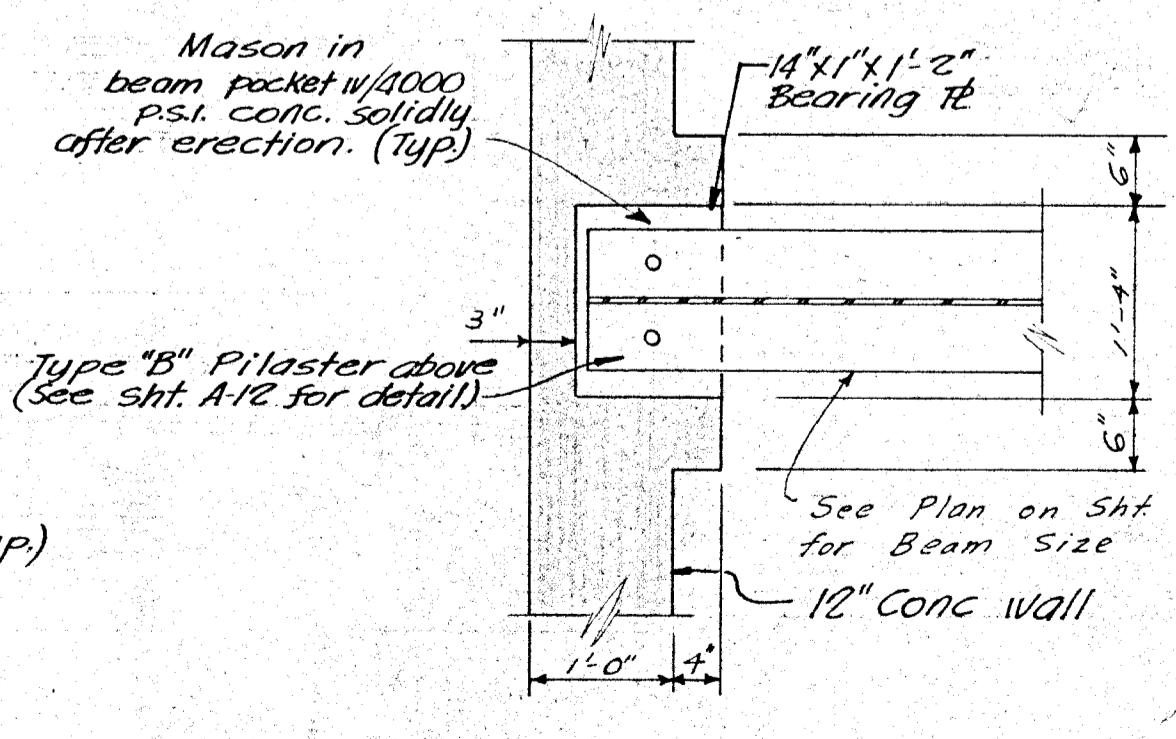
SECTION A-A
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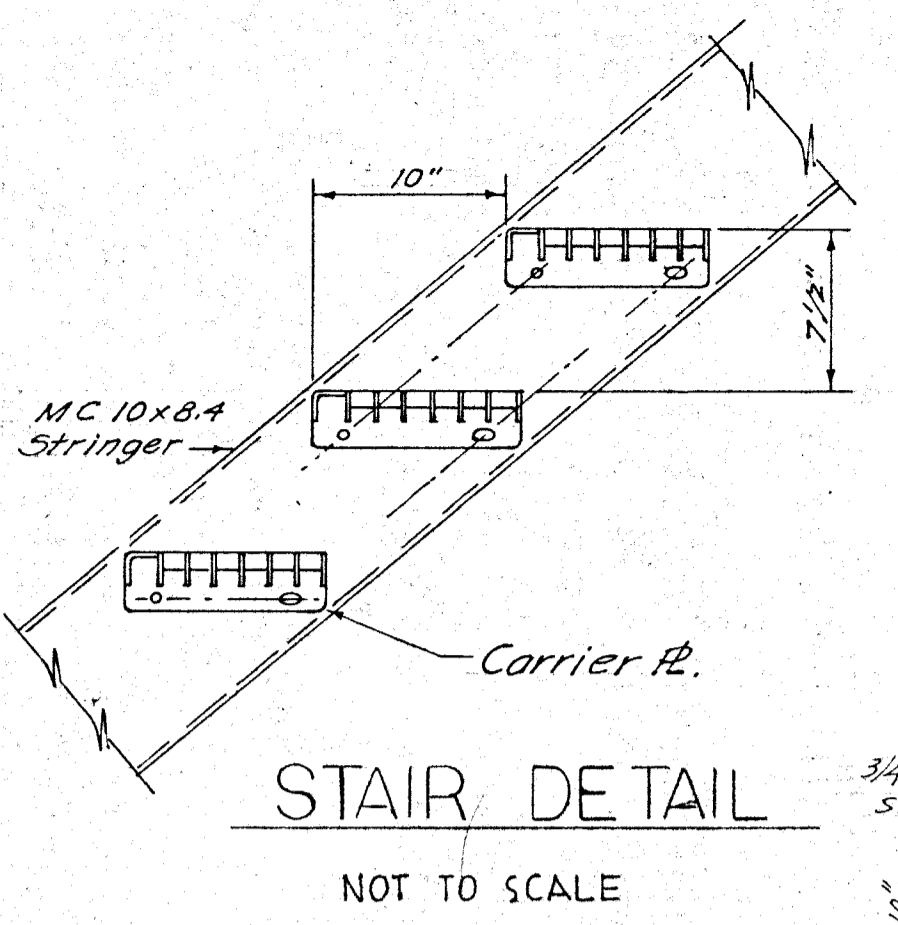
BRACKET DETAIL
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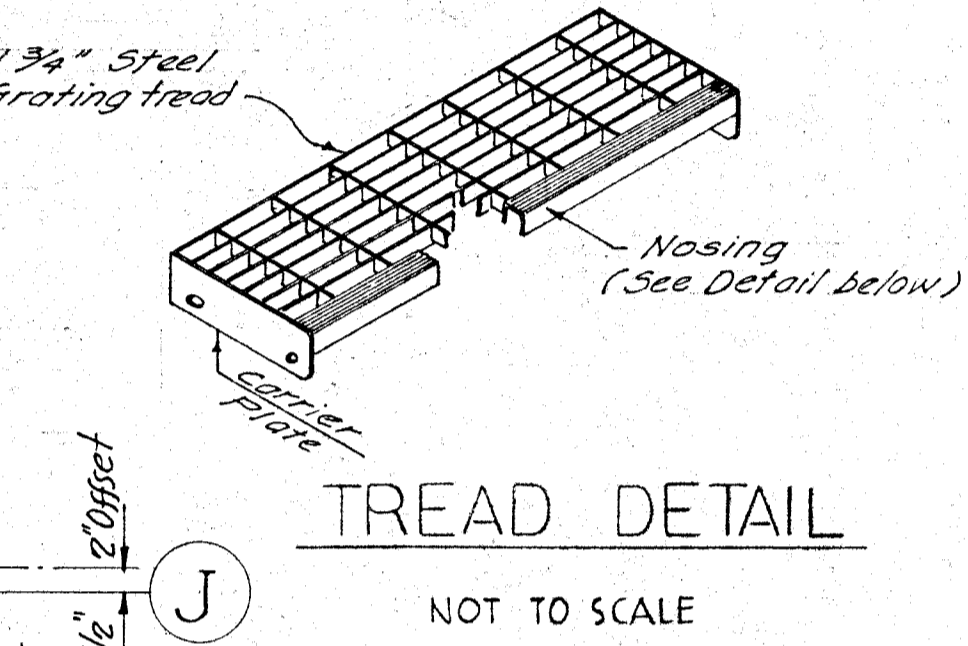
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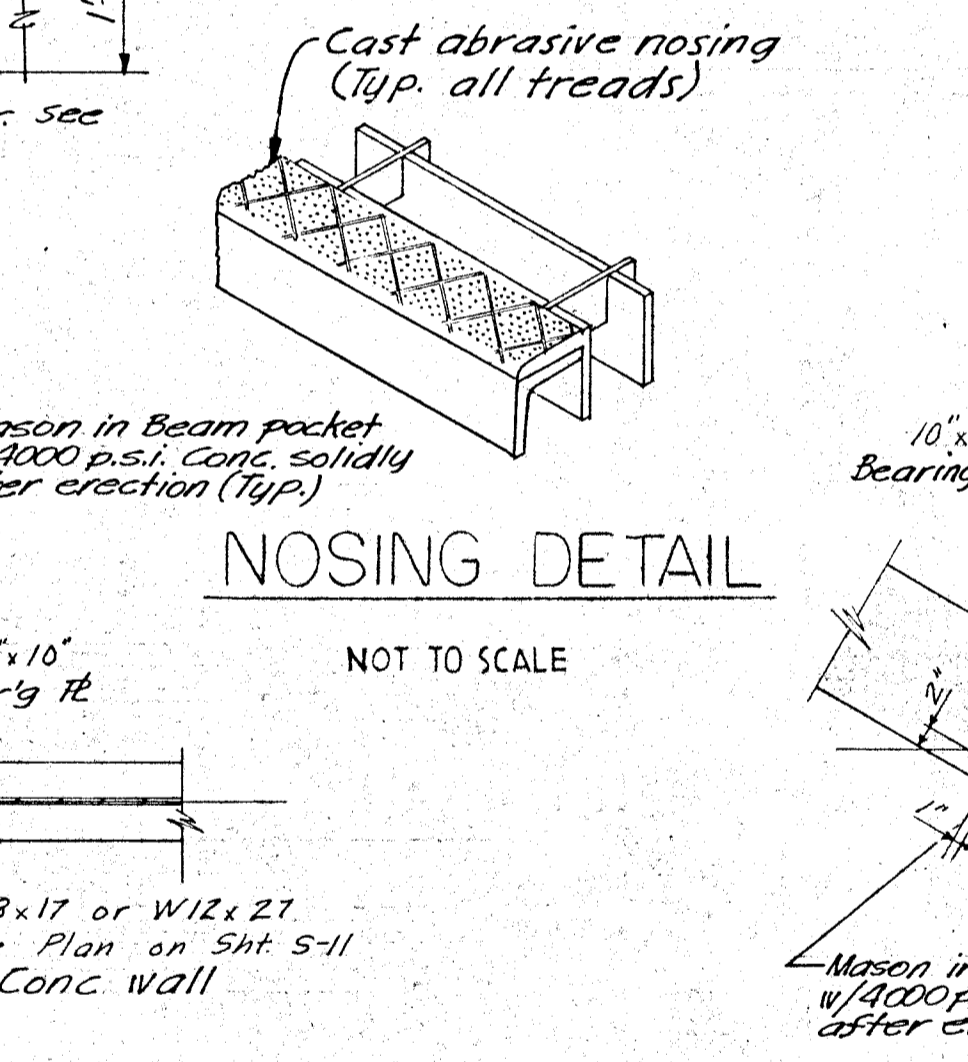
TYPE "D"
BEAM BEARING ON 12" CONC. WALL
Scale: 3/4" = 1'-0"



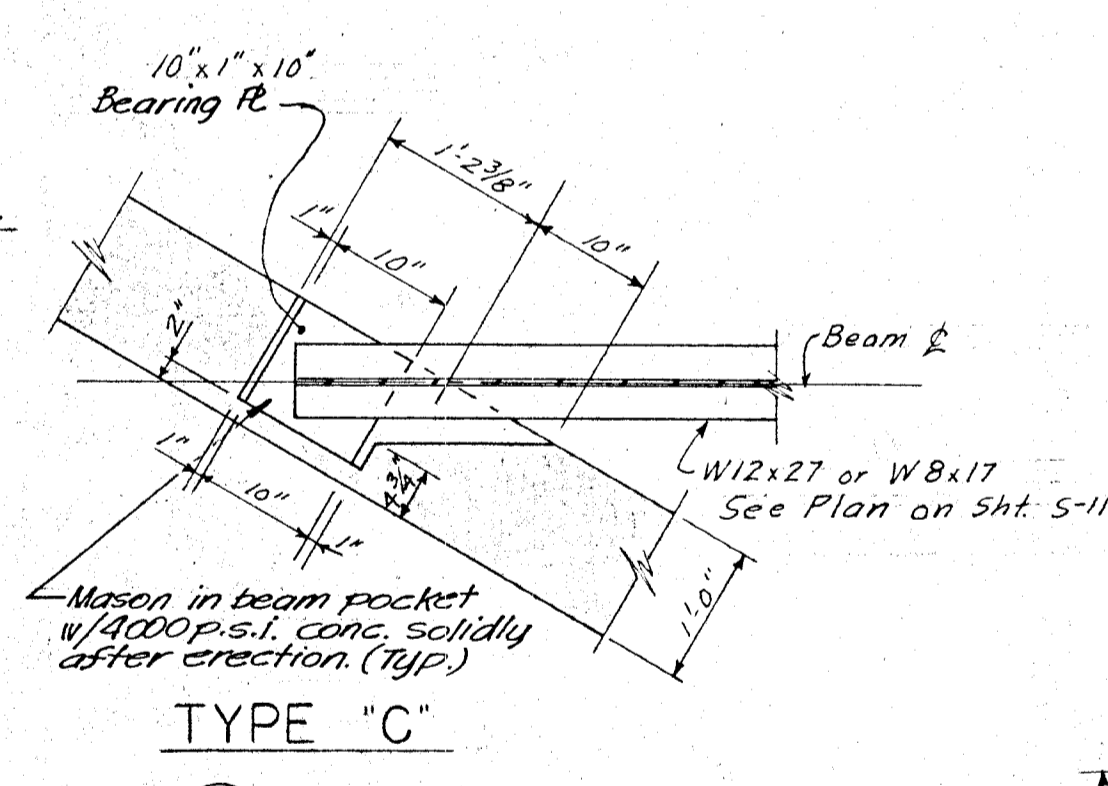
STAIR DETAIL
NOT TO SCALE



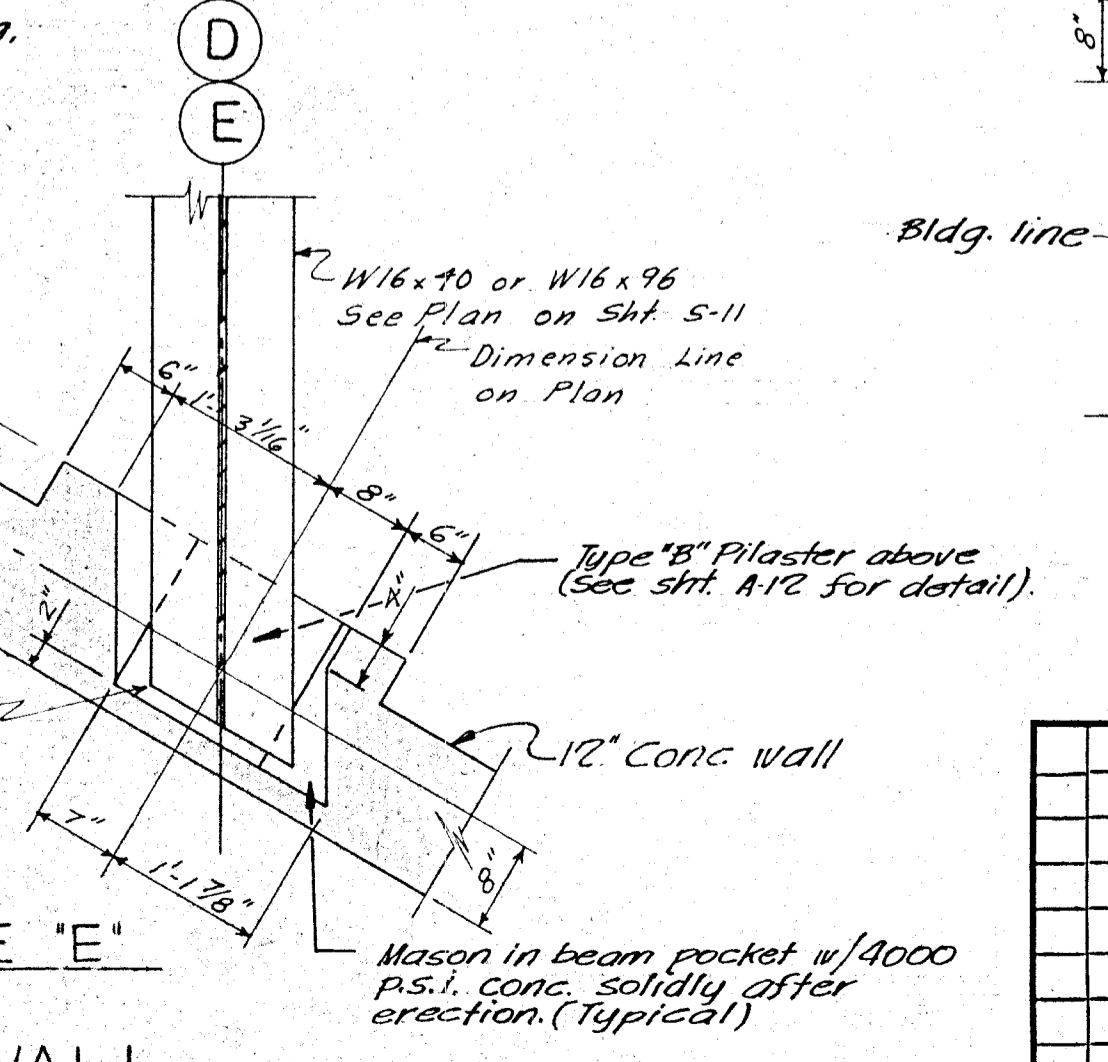
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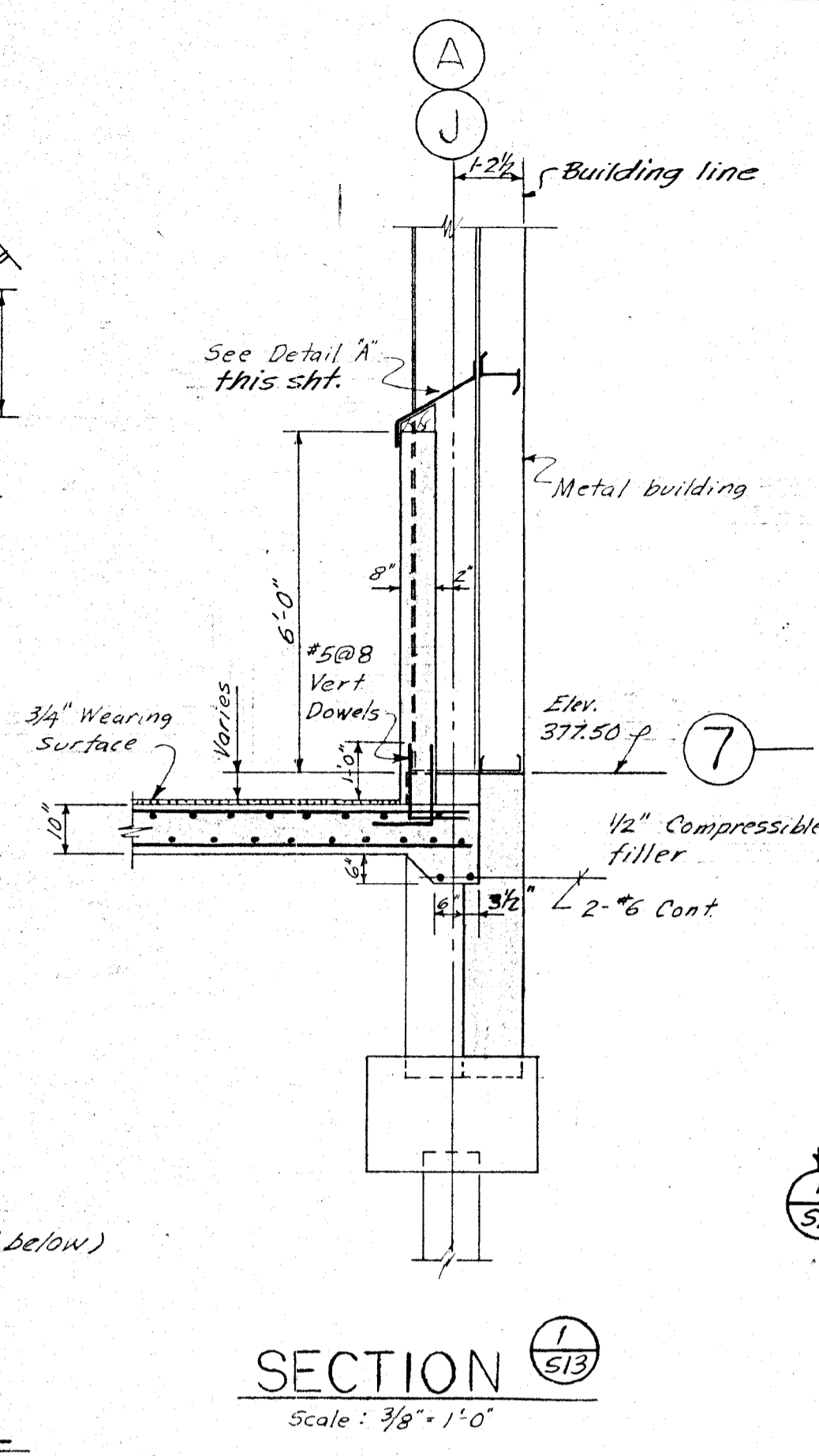
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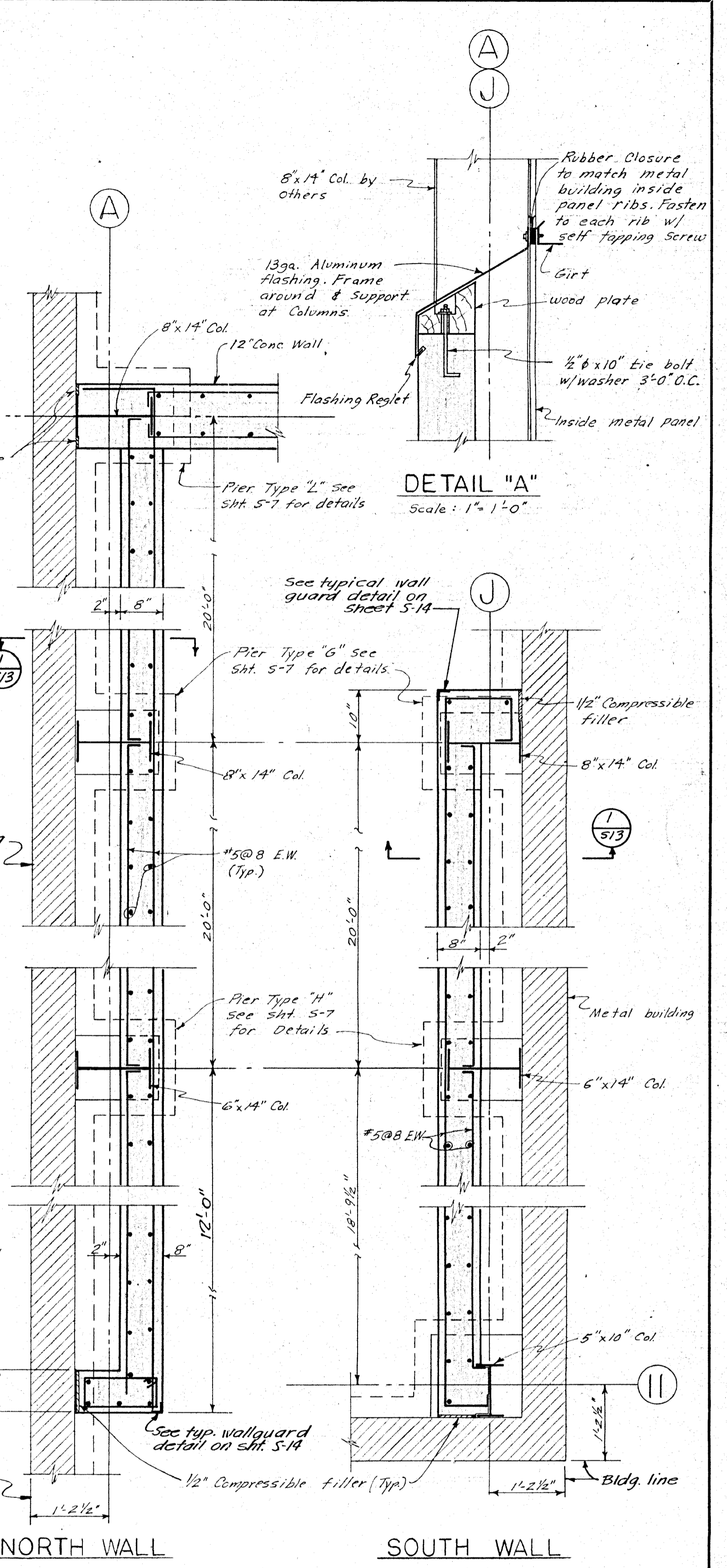
TYPE "C"



TYPE "E"

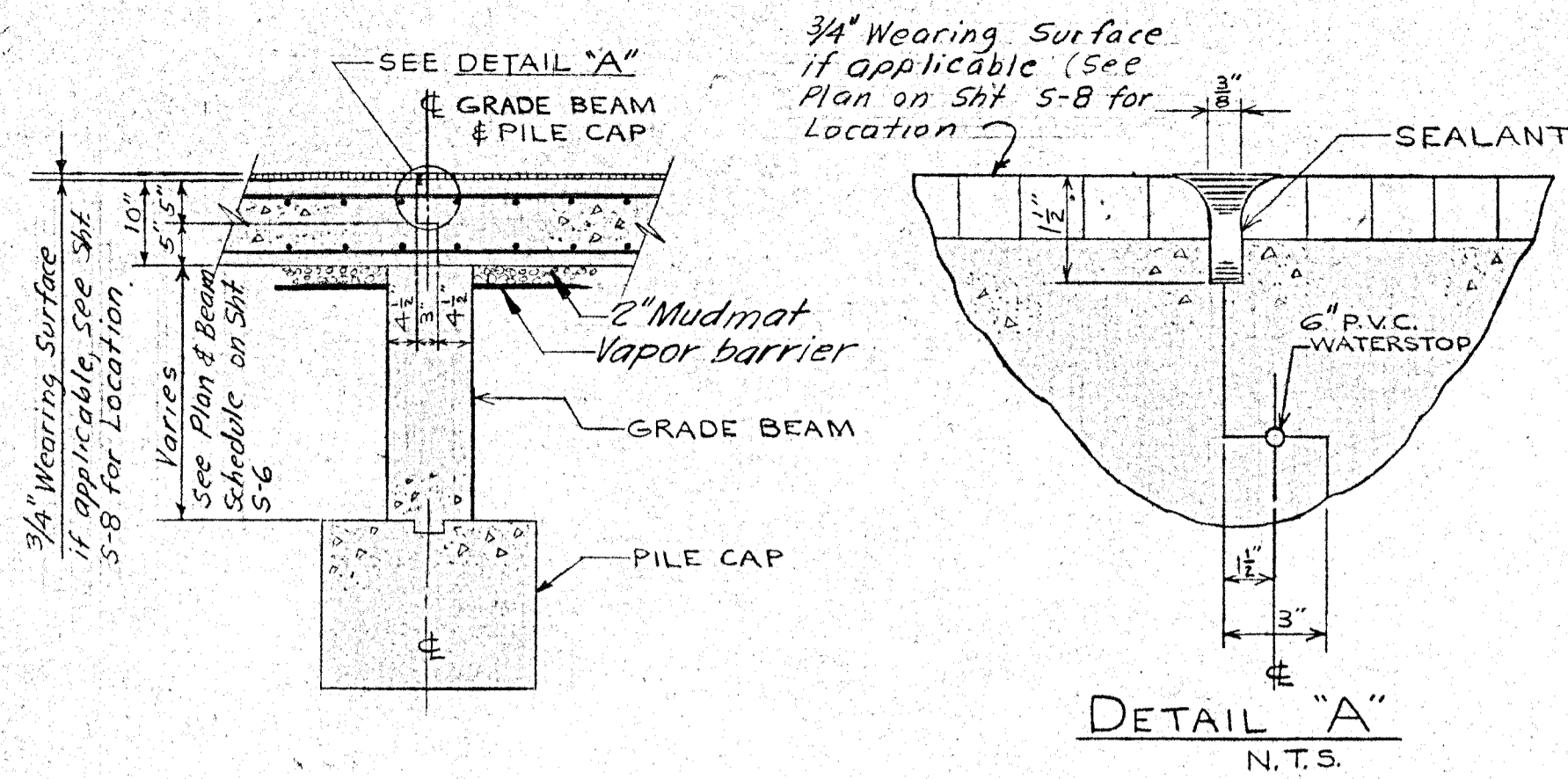


SECTION 1/513
Scale: 3/8" = 1'-0"



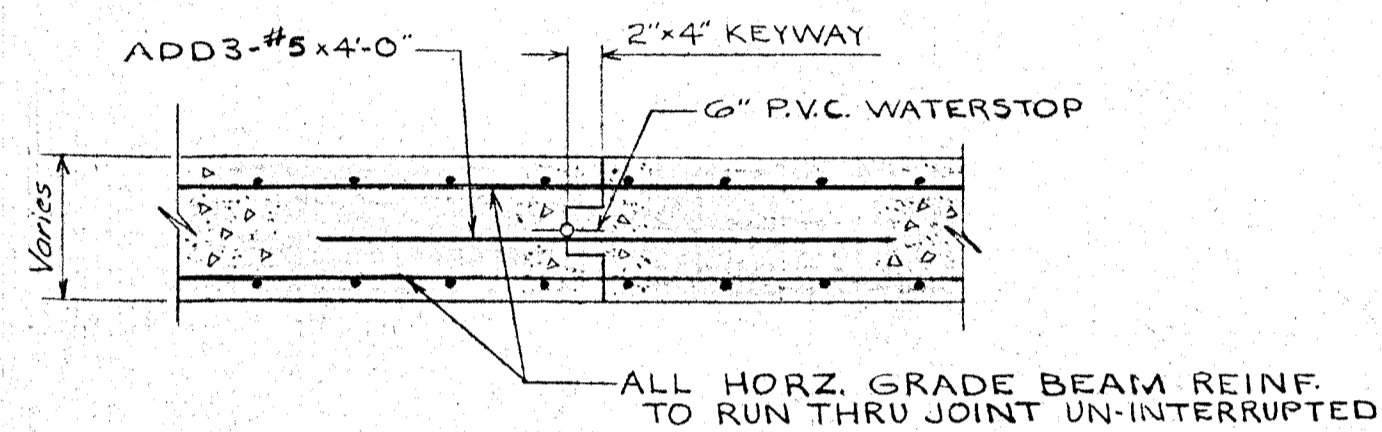
PLAN - 8" INTERIOR CONC. WALL
Scale: 3/4" = 1'-0"

| | | |
|---|-----------|--|
| COUNTY OF ONONDAGA LEY CREEK SHREDDING PLANT CONTRACT NO. 5A MOTOR CONTROL STAIR & MISC. DETAILS | | |
| TOWN OF SALINA ONONDAGA COUNTY, N.Y. | | |
| BARTON, BROWN, CLYDE & LOGUIDICE, P.C. CONSULTING ENGINEERS & LAND SURVEYORS NORTH SYRACUSE, NEW YORK | | DATE: MAY 15, 1974 SCALE: AS SHOWN FILE NO.: 55.29-59F |
| IN CHARGE OF: P.C.L. DESIGNED BY: R.N. DRAWN BY: M.C.C. CHECKED BY: <i>[Signature]</i> | REVISIONS | S13 |



HORIZONTAL CONST. JOINT
N.T.S.

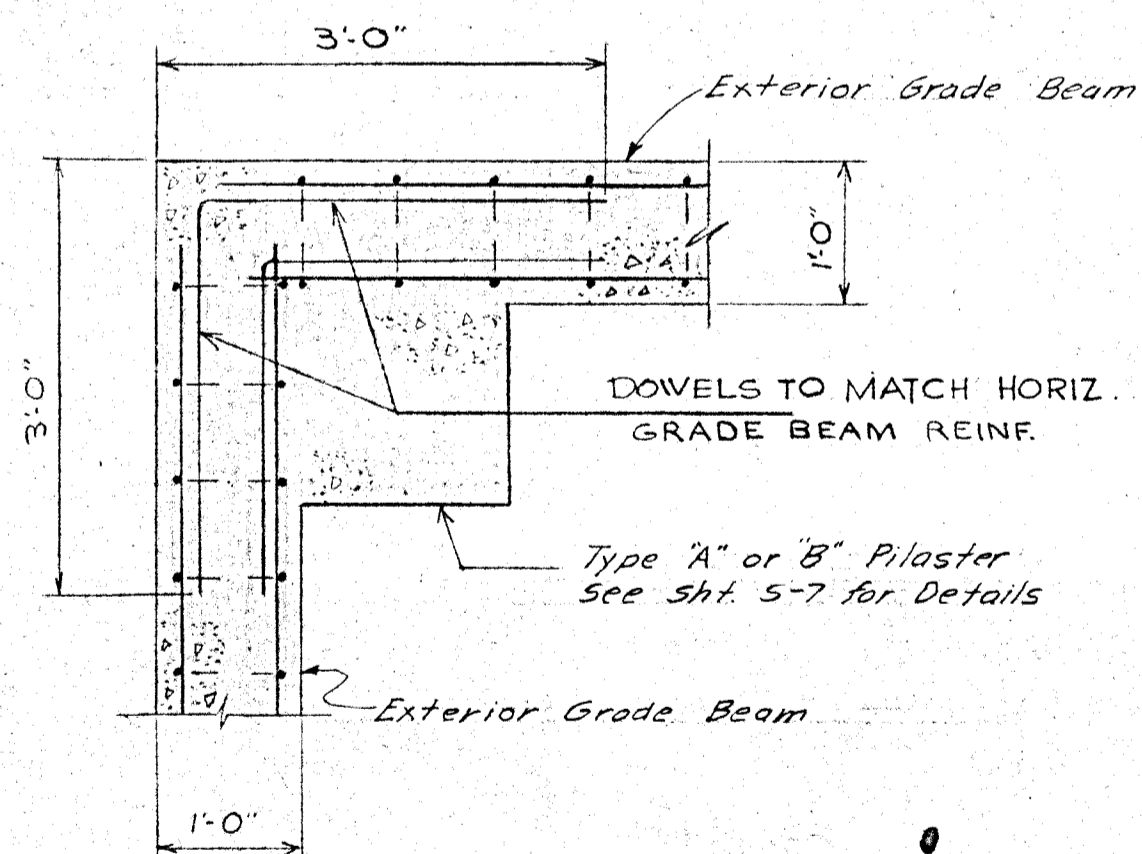
Construction joints shall be provided in location approved by the Engineer. Single pouring of concrete shall not exceed 300 sq. ft. in area unless otherwise approved.



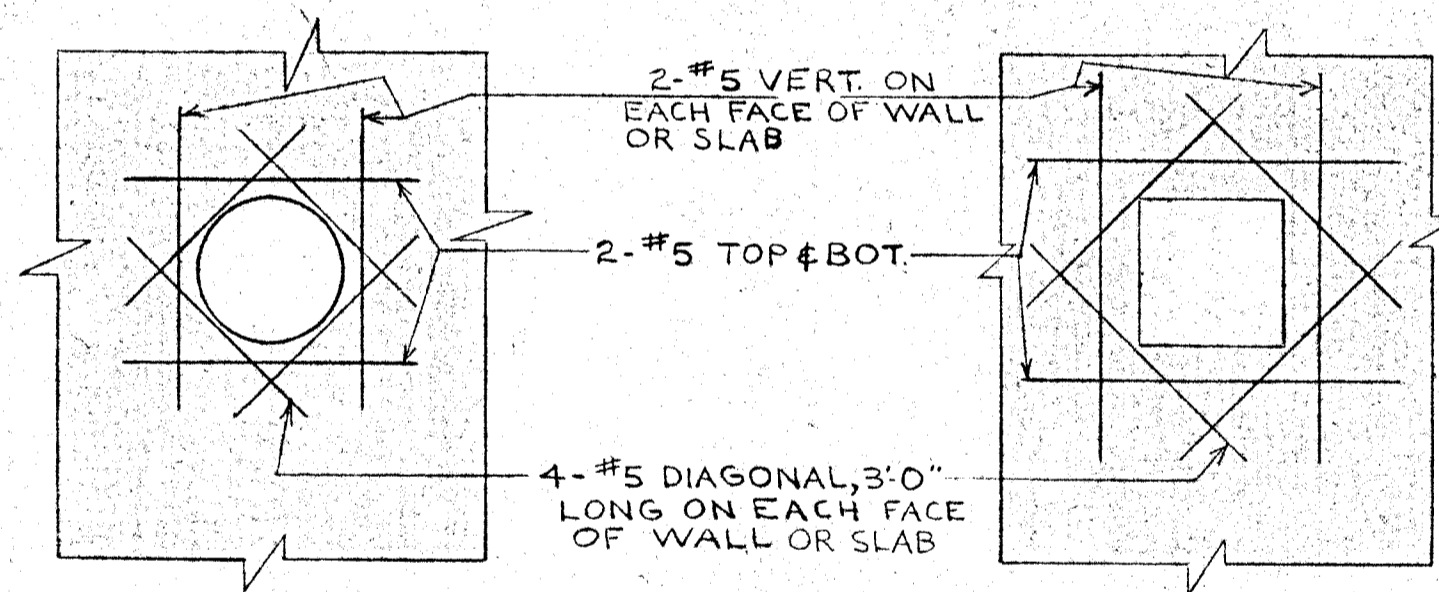
NOTE:

CONST. JOINTS SHALL BE PLACED AT POINTS OF MIN. SHEAR MAX. DISTANCE BETWEEN JOINTS NOT TO EXCEED 50' LOCATION TO BE APPROVED BY ENGINEER

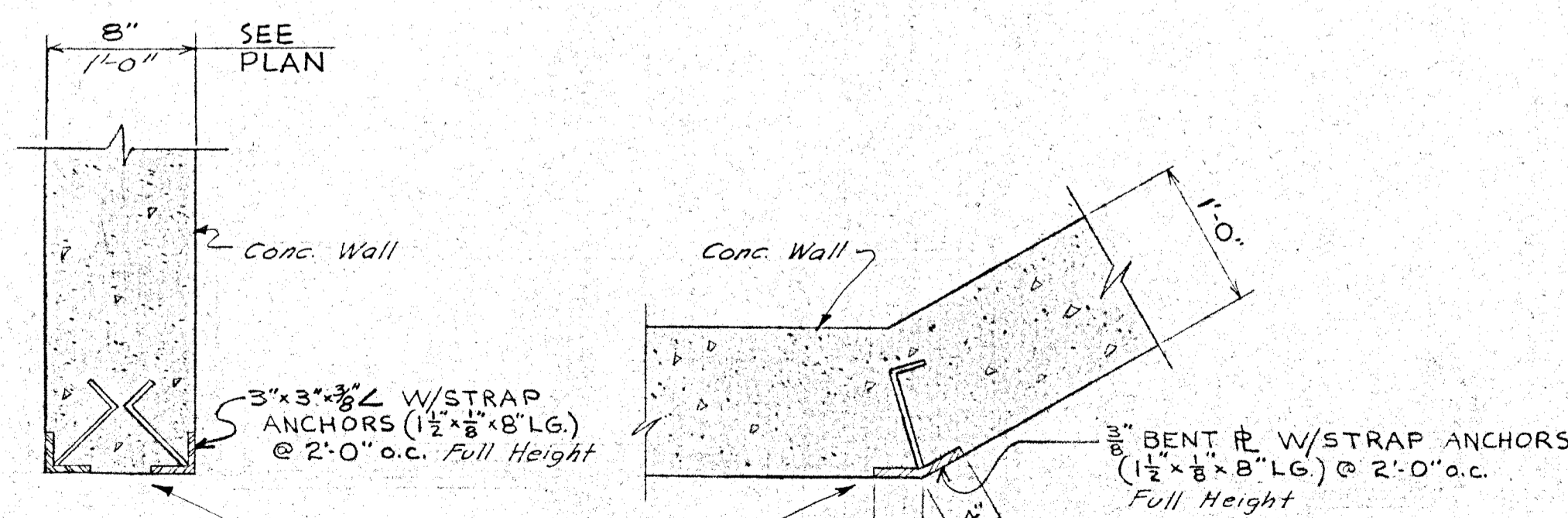
VERTICAL CONST. JOINT
N.T.S.



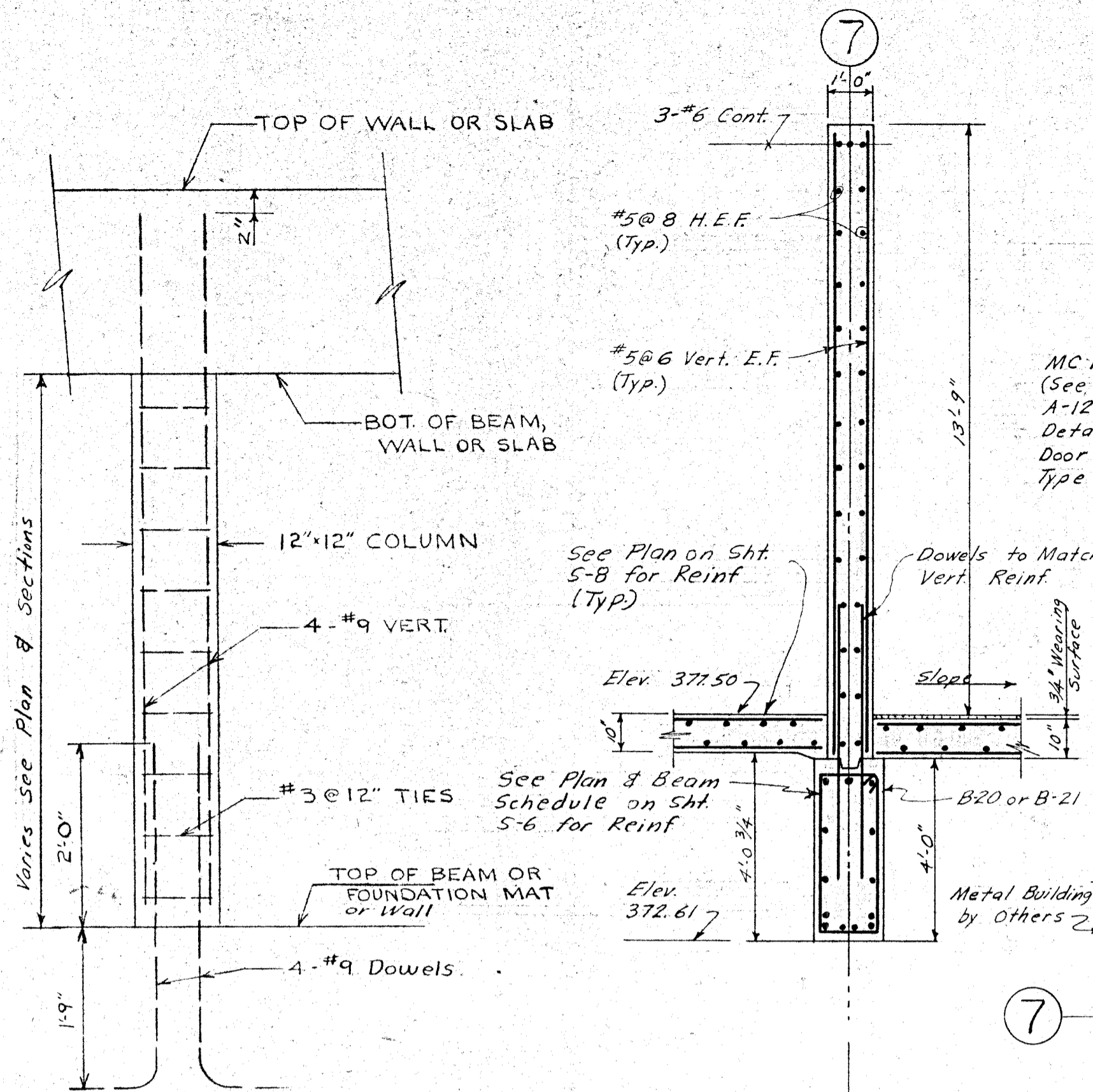
TYPICAL CORNER DETAIL
N.T.S.



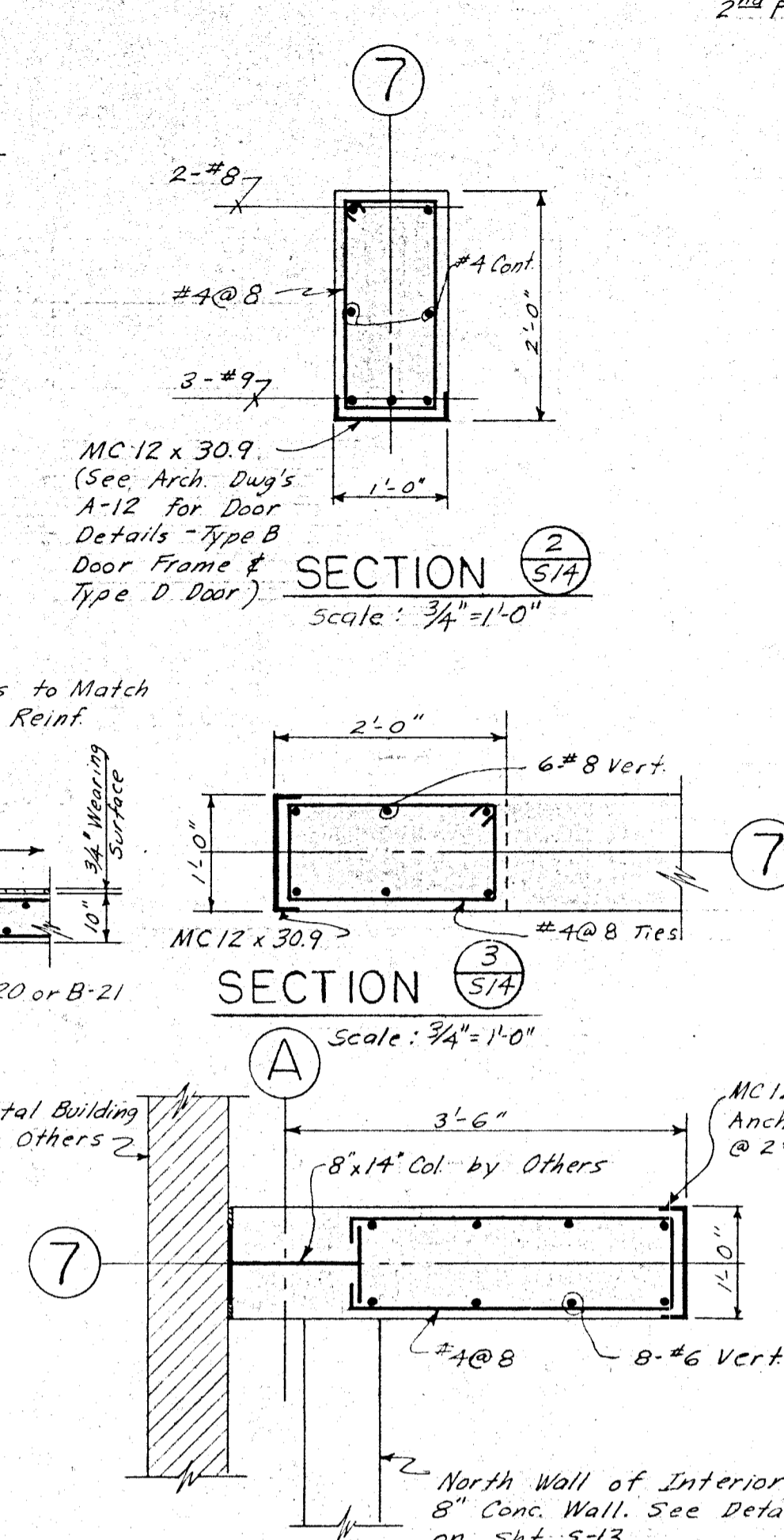
TYPICAL REIN. AROUND OPENING IN WALL OR SLAB
N.T.S.



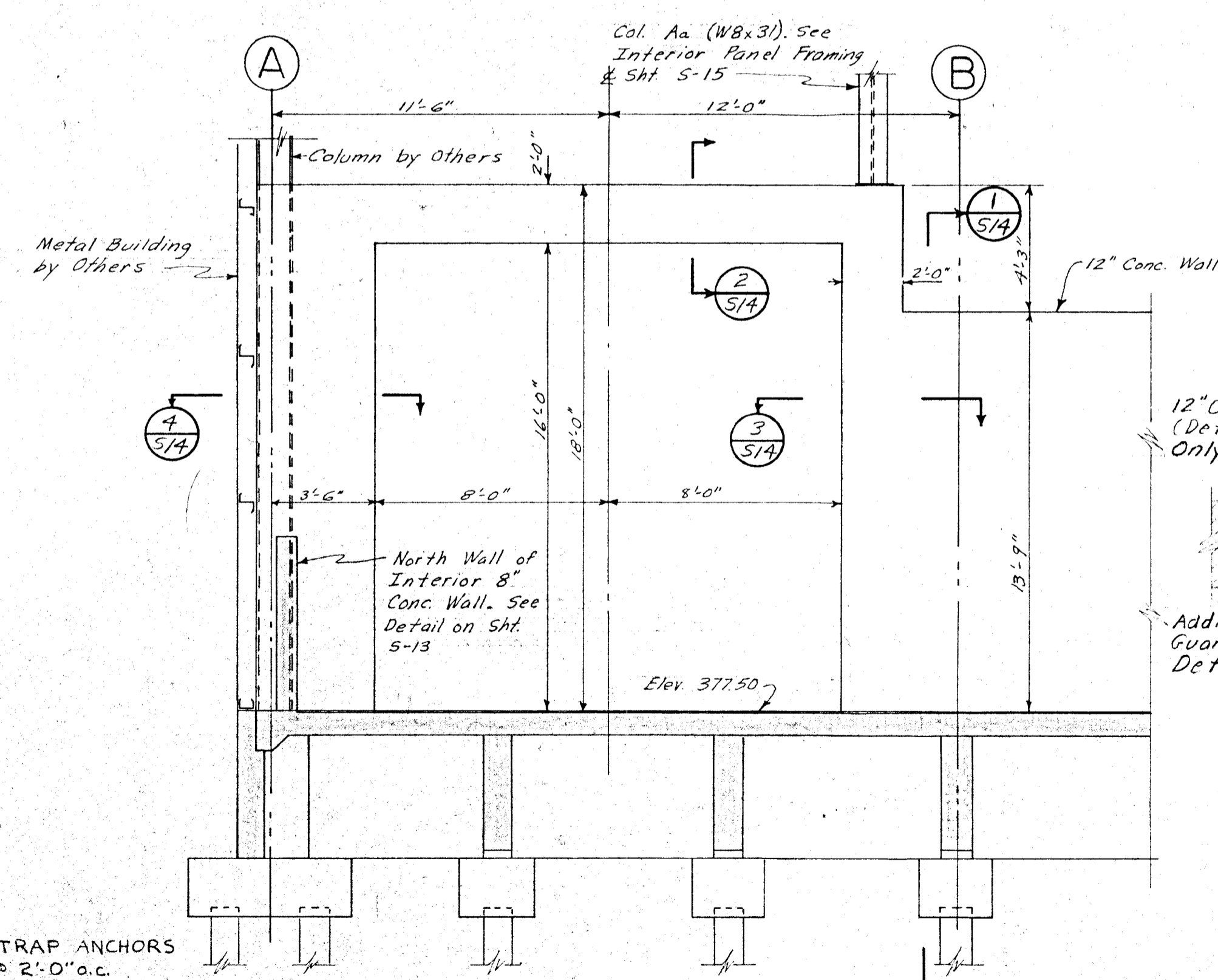
TYP. WALL GUARD DETAIL
N.T.S.



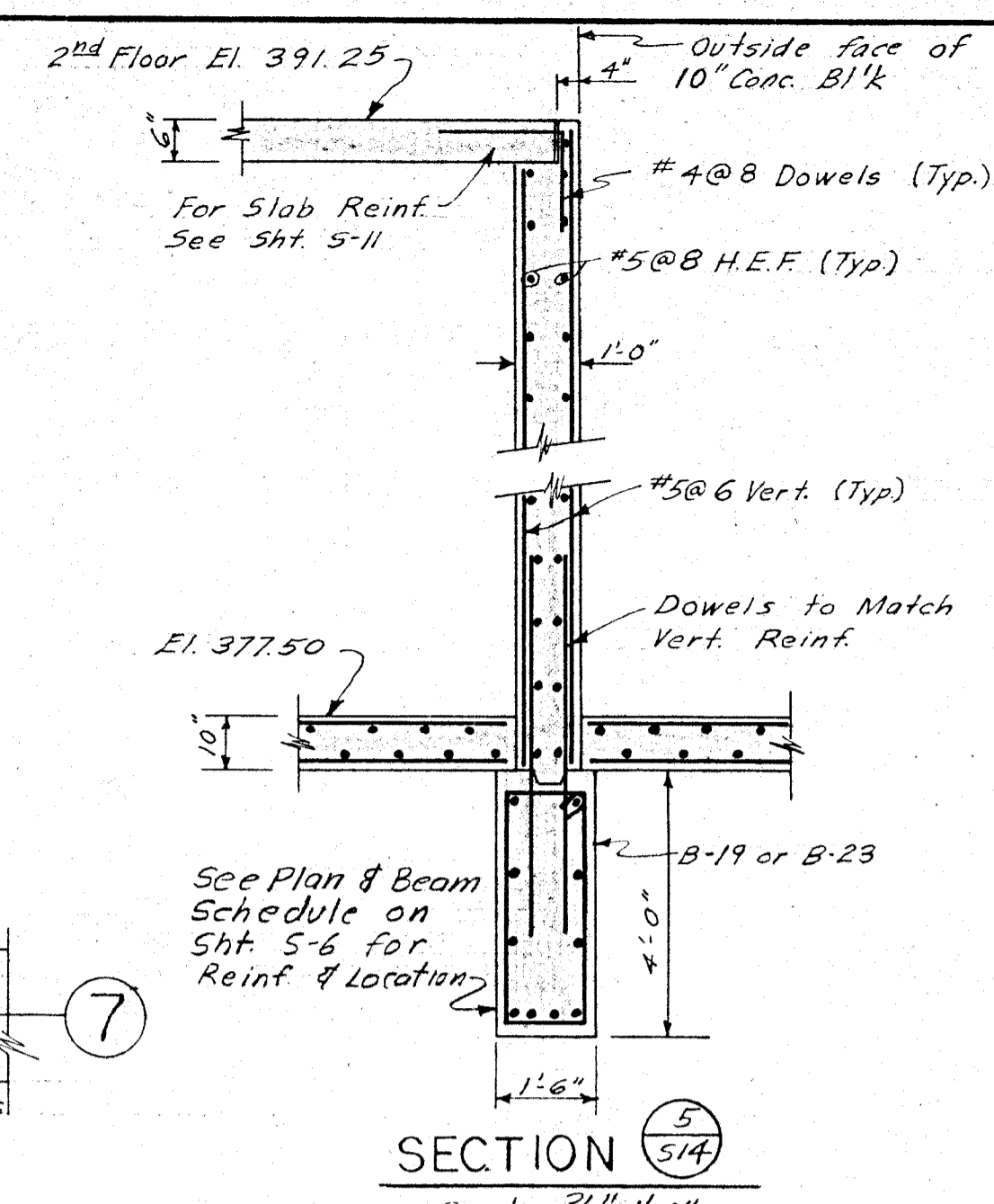
TYPICAL REIN. CONC. COLUMN
N.T.S.



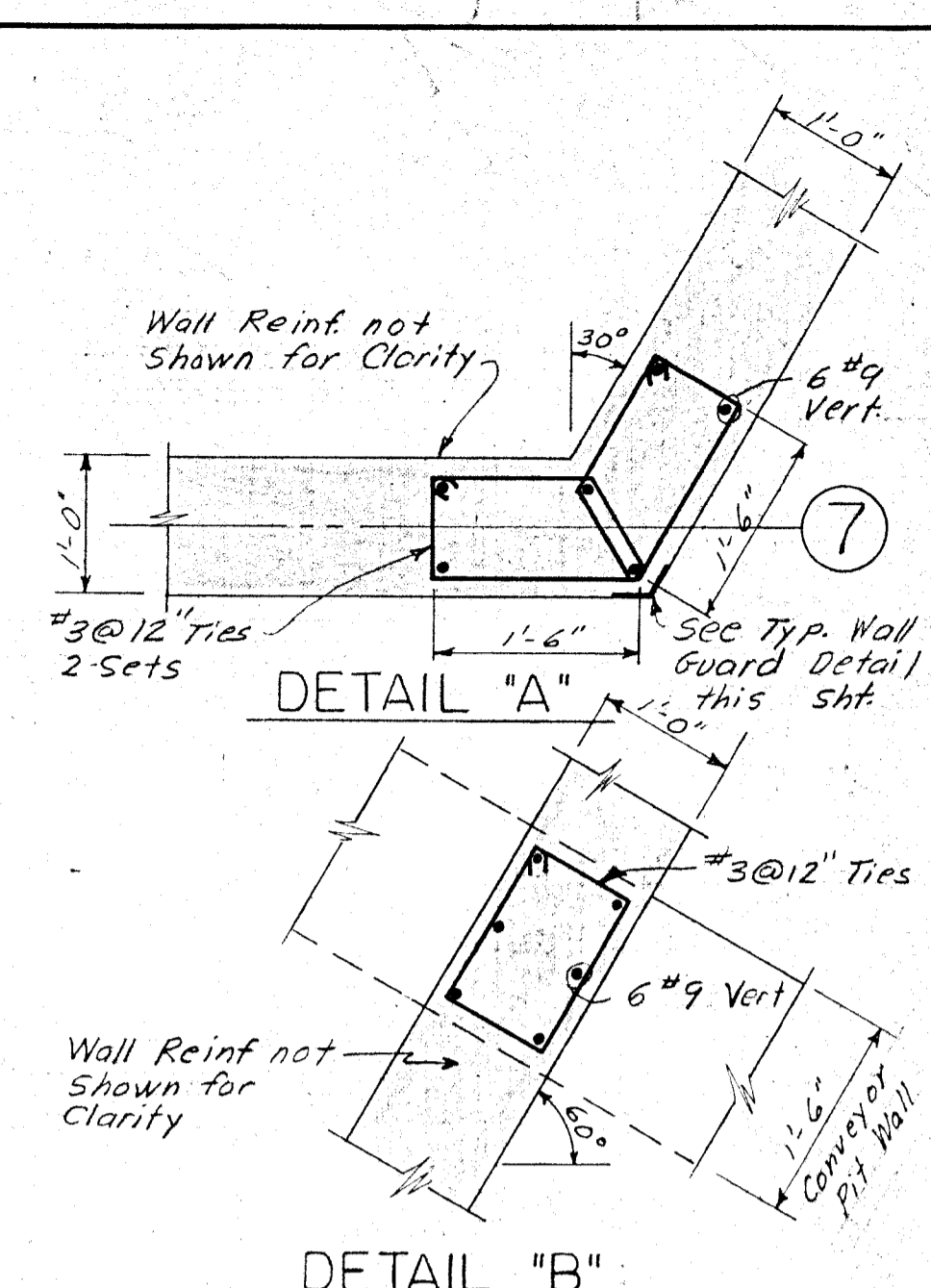
SECTION 4 (5/4)
Scale: 3/4\"/>



ELEVATION
16' x 16' INTERIOR DOOR
Scale: 1/4\"/>

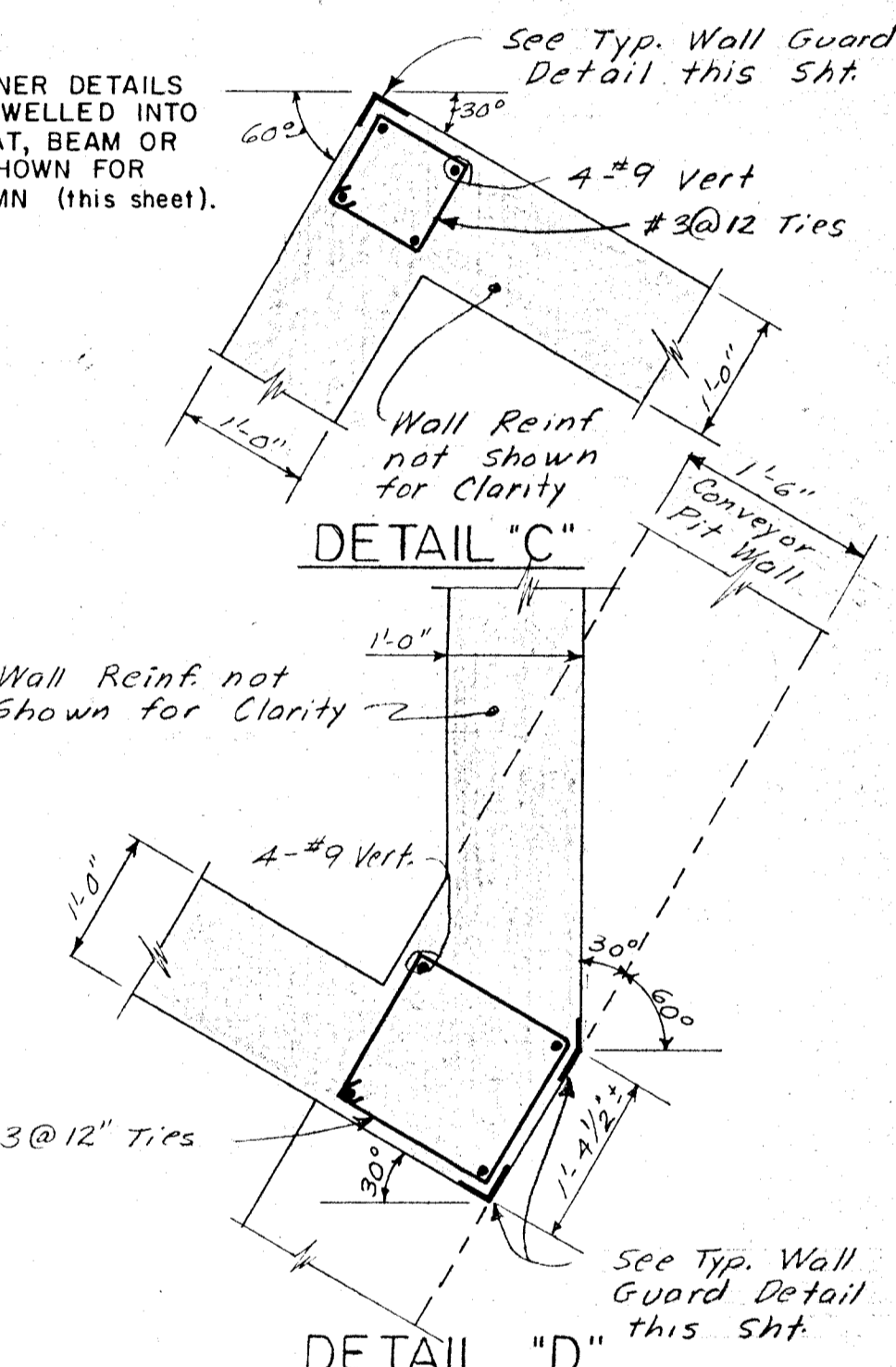


Typical Expansion Anchor Detail
N.T.S.



DETAIL 'A'

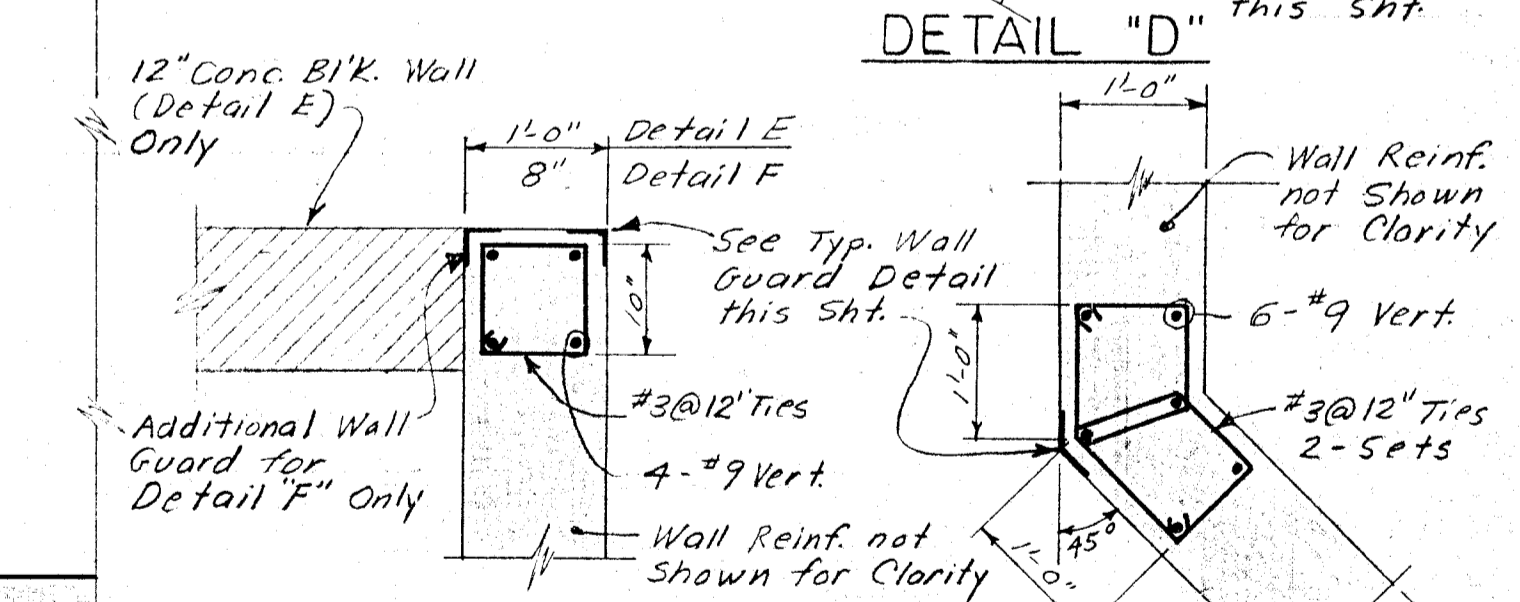
DETAIL 'B'



DETAIL 'C'

DETAIL 'D'

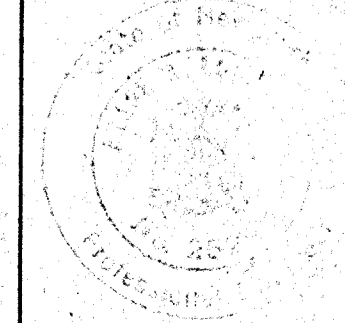
NOTE:
ALL VERTICAL REIN FOR CORNER DETAILS A, B, C, D, E, F & G SHALL BE DOWELED INTO UNDERNEATH FOUNDATION MAT, BEAM OR WALL SIMILAR TO DETAIL SHOWN FOR TYPICAL REIN. CONC. COLUMN (this sheet).

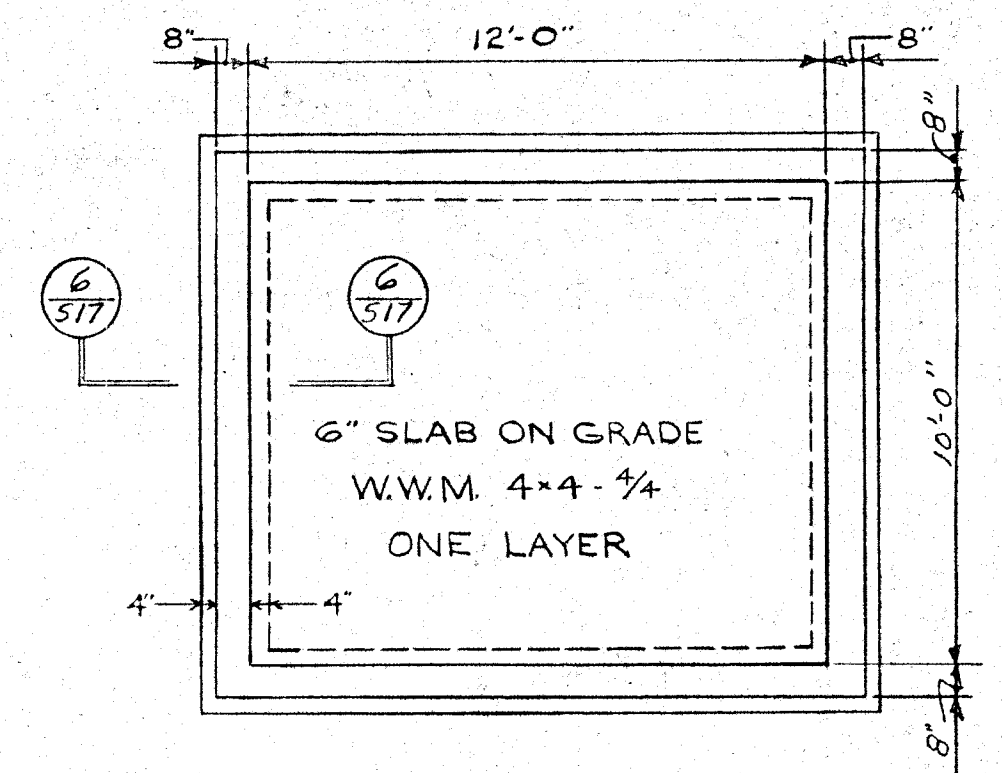
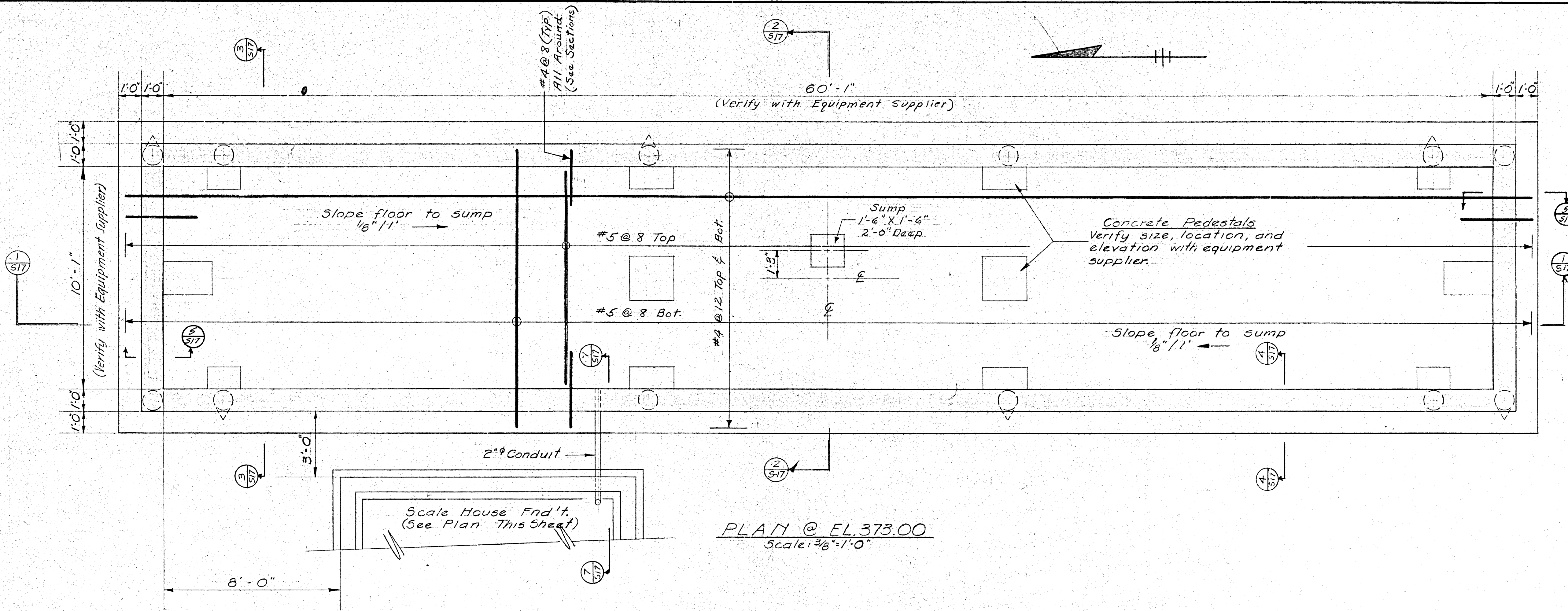


INTERIOR 12\"/>

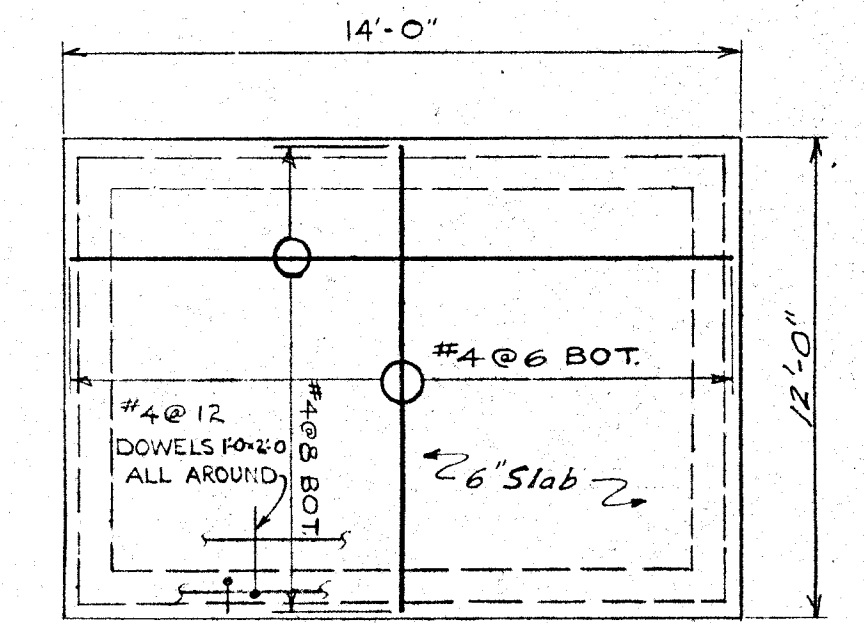
(See Sht 5-8 for Corner Locations and NOTE this Sht.)
NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

IN CHARGE OF: P.O.L.
DESIGNED BY: R.M.
DRAWN BY: D.J.L.
CHECKED BY: J.M. Carr

| | | |
|---|--|---|
| COUNTY OF ONONDAGA | |  |
| LEY CREEK SHREDDING PLANT | | |
| CONTRACT NO. 5A | | MISCELLANEOUS DETAILS |
| TOWN OF SALINA | | |
| ONONDAGA COUNTY, N.Y. | | DATE: MAY 15, 1974 SCALE: AS SHOWN FILE NO.: 55.29-60F |
| BARTON, BROWN, CLYDE & LOGUIDICE, P.C. CONSULTING ENGINEERS & LAND SURVEYORS NORTH SYRACUSE, NEW YORK | | |
| REVISIONS | | S14 |

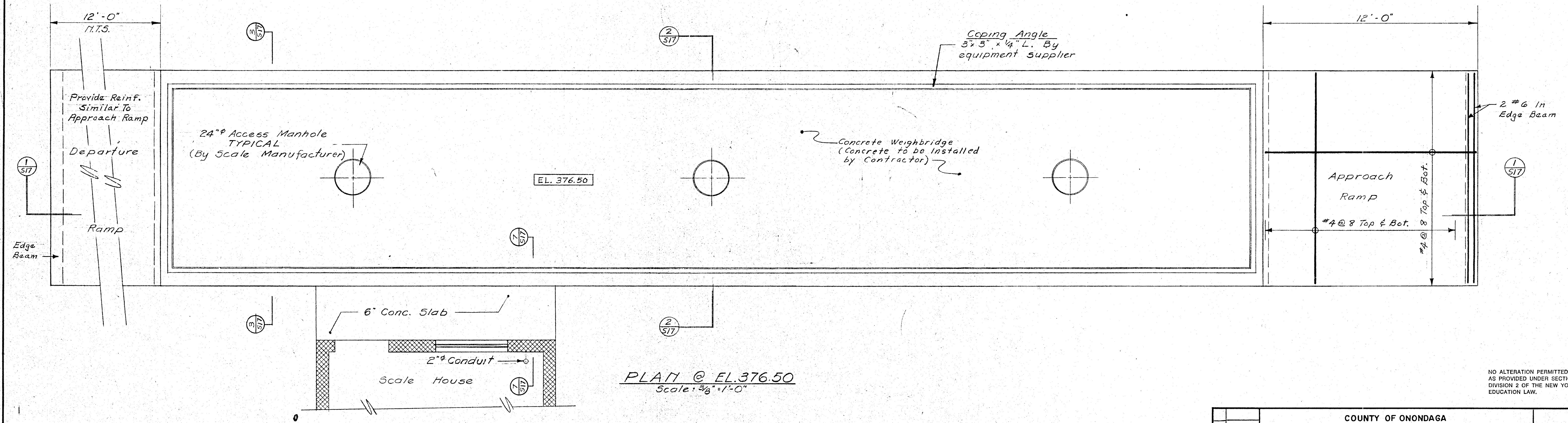


SCALE HOUSE
FOUNDATION WALL PLAN
SCALE: 1/4" = 1'-0"



ROOF PLAN
SCALE: 1/4" = 1'-0"

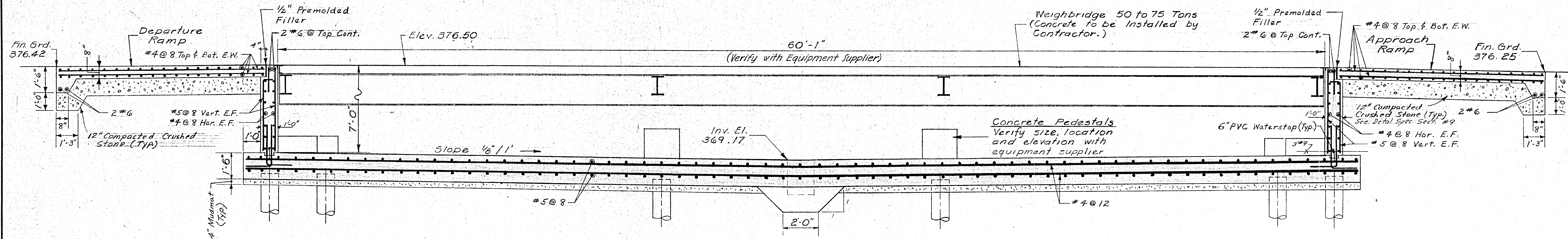
NOTE: See Sht. A-7 for Typical Bond Beam and Reinf. Detail



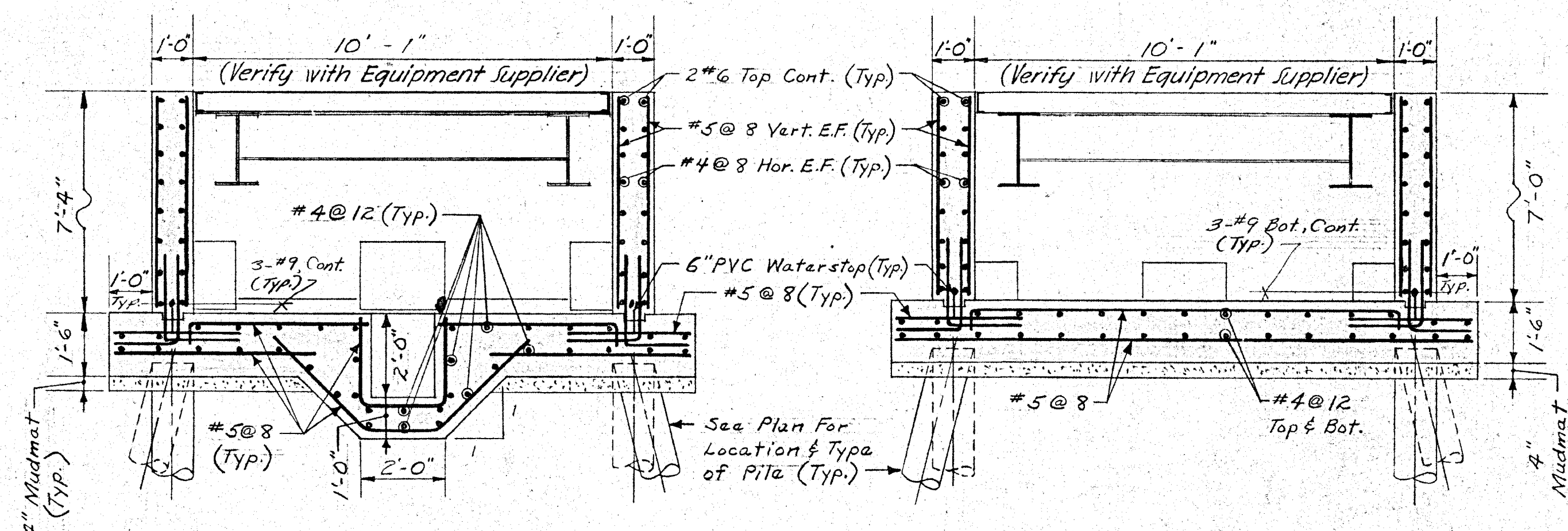
IN CHARGE OF: P.D.L.
DESIGNED BY: R.M.
DRAWN BY: J.E.H.
CHECKED BY: [Signature]

| | | |
|--|--|------------|
| COUNTY OF ONONDAGA LEY CREEK SHREDDING PLANT CONTRACT NO. 5A PLAN SCALE PIT & SCALE HOUSE | | |
| TOWN OF SALINA ONONDAGA COUNTY, N.Y. BARTON BROWN CLYDE & LOGUIDICE, P.C. CONSULTING ENGINEERS & LAND SURVEYORS NORTH SYRACUSE, NEW YORK [Signature] | | |
| REVISIONS 1 2 3 4 5 6 7 8 9 10 | DATE: MAY 15, 1974 SCALE: AS SHOWN FILE NO.: 55.29-62F | SI6 |

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

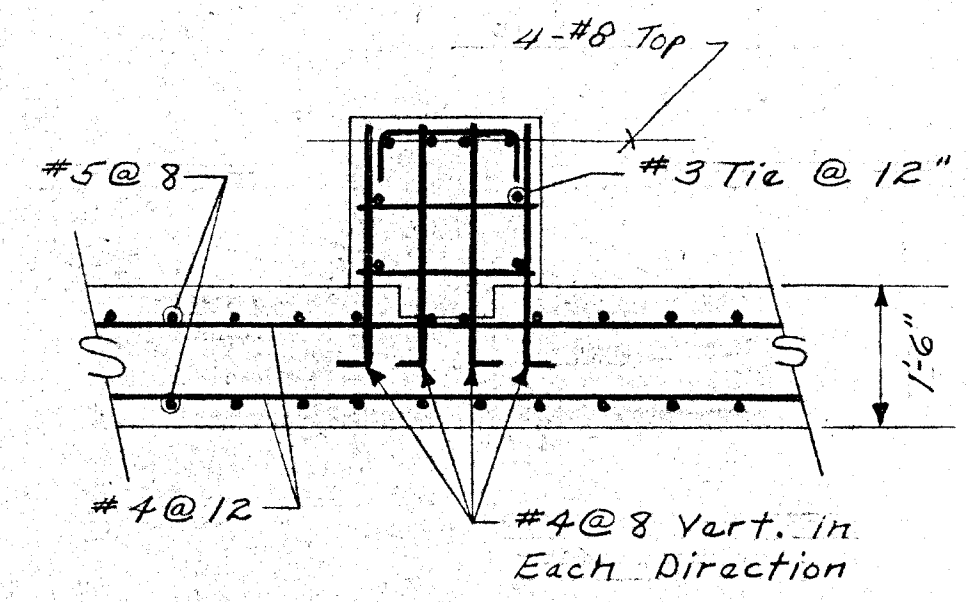


SECTION 1
Scale: 3/8" = 1'-0"



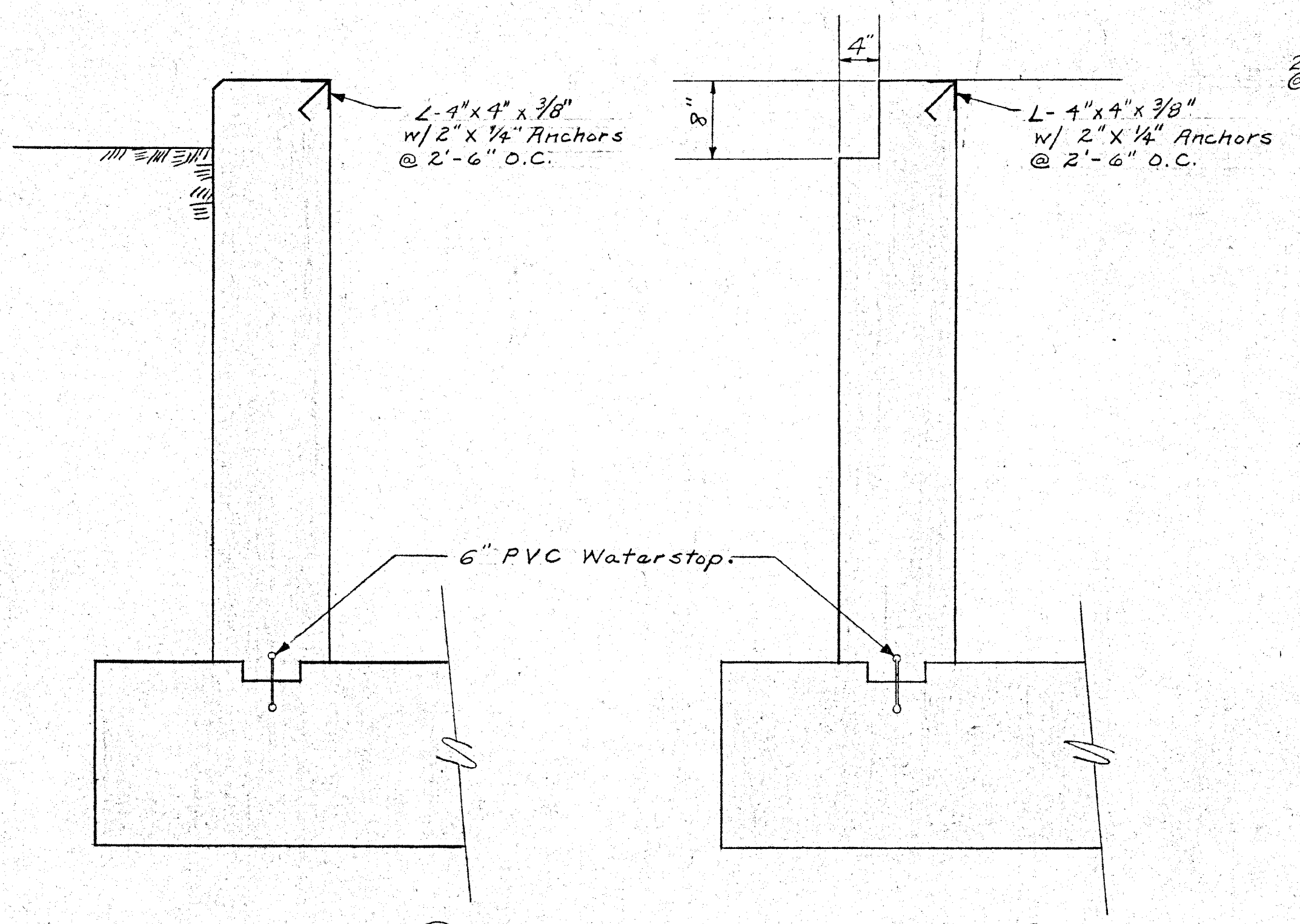
SECTION 2
Scale: 3/8" = 1'-0"

SECTION 3
Scale: 3/8" = 1'-0"



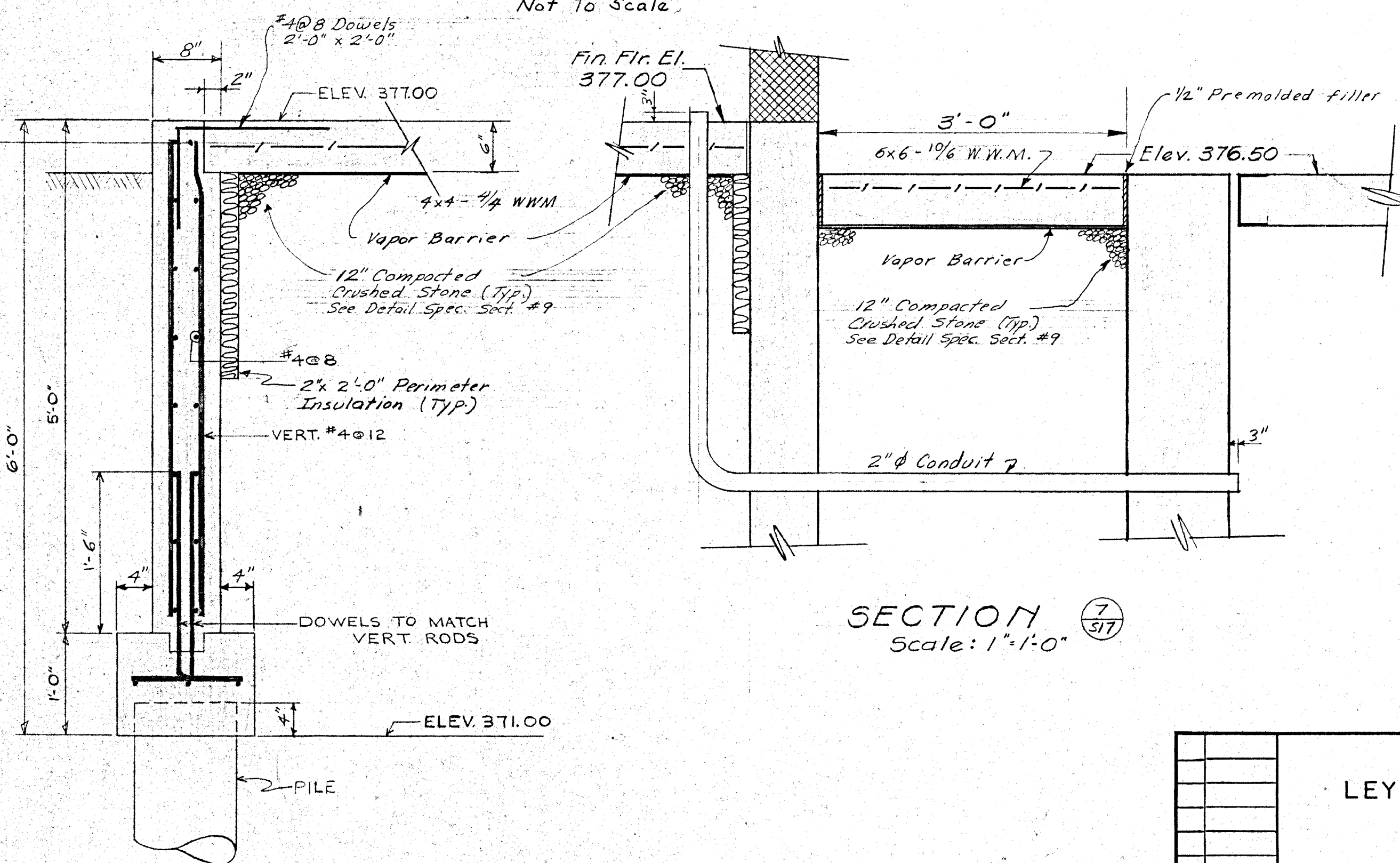
TYPICAL SECTION
CONCRETE PEDESTAL
Not To Scale.

NOTE: 1 For General Notes See Dwg S-12
2 For Architectural Dwg. See Dwg. A-7
3 Verify all dimensions with scale & Equip. Suppliers before pouring any concrete.



SECTION 4
Scale: 1" = 1'-0"

SECTION 5
Scale: 1" = 1'-0"

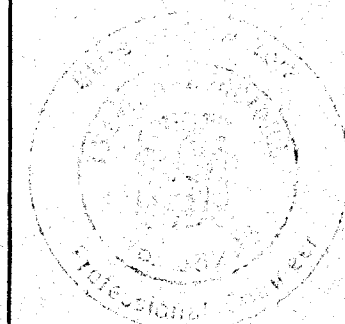


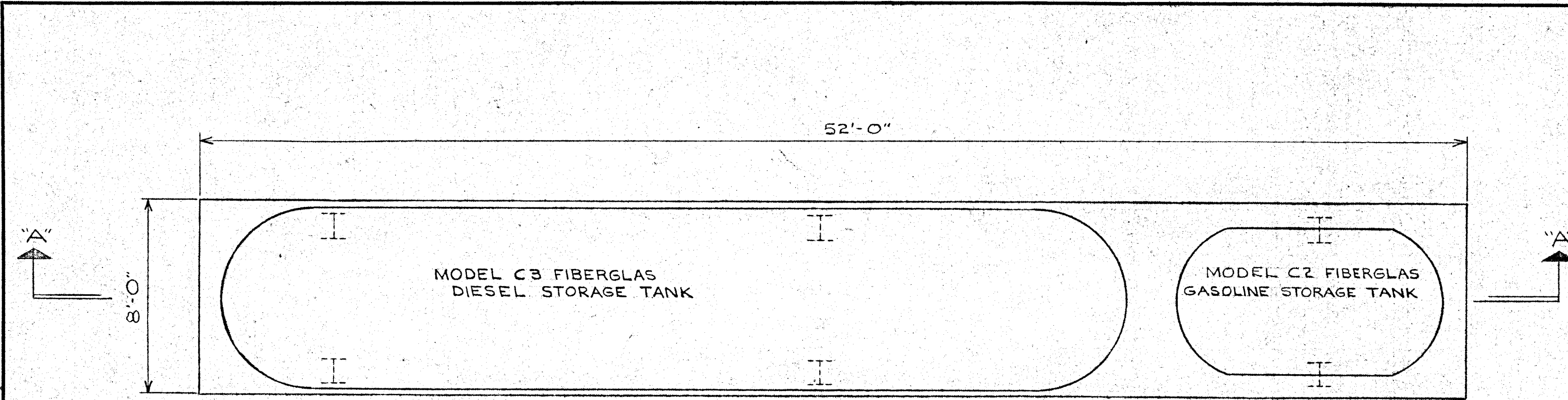
TYPICAL WALL SECTION
SCALE HOUSE
SCALE: 1" = 1'-0"

SECTION 7
Scale: 1" = 1'-0"

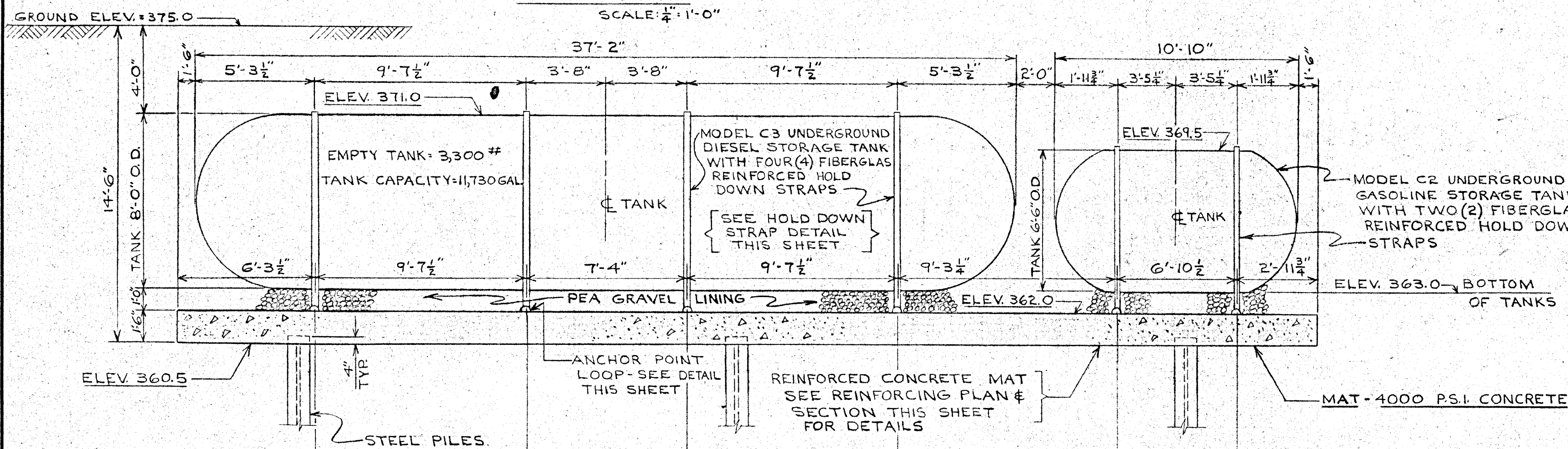
NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

IN CHARGE OF: P.D.L.
DESIGNED BY: R.M.
DRAWN BY: J.E.H.
CHECKED BY: J.E.H.

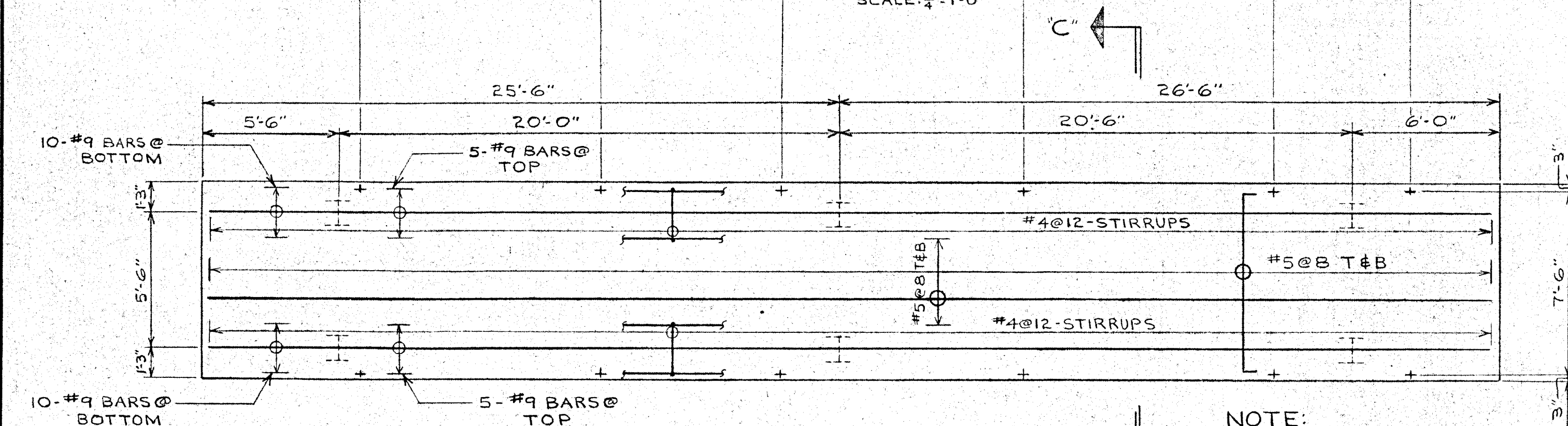
| | | |
|--|--|---|
| COUNTY OF ONONDAGA | |  |
| LEY CREEK SHREDDING PLANT | | |
| CONTRACT NO. 5A | | |
| SCALE PIT & SCALE HOUSE | | |
| TOWN OF SALINA | | ONONDAGA COUNTY, N.Y. |
| BARTON, BROWN, CLYDE & LOGUIDICE, P.C. | | DATE: MAY 15, 1974 |
| CONSULTING ENGINEERS & LAND SURVEYORS | | SCALE: AS SHOWN |
| NORTH SYRACUSE, NEW YORK | | FILE NO.: 55.29-63F |
| REVISIONS | | |



PLAN VIEW
SCALE: 1/4" = 1'-0"

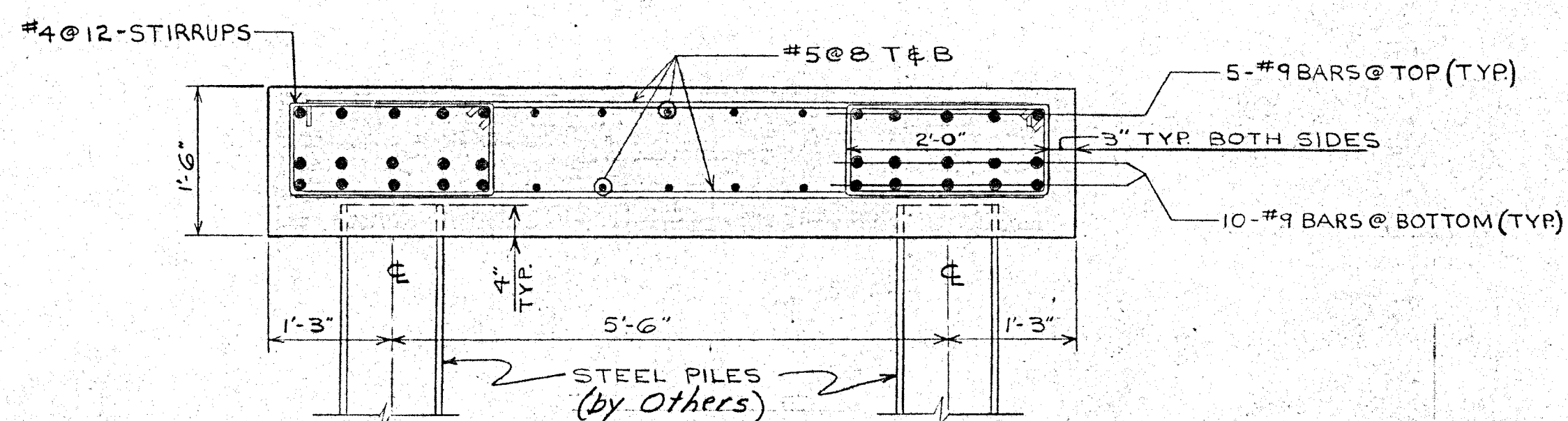


SECTIONAL VIEW "A-A"
SCALE: 1/4" = 1'-0"



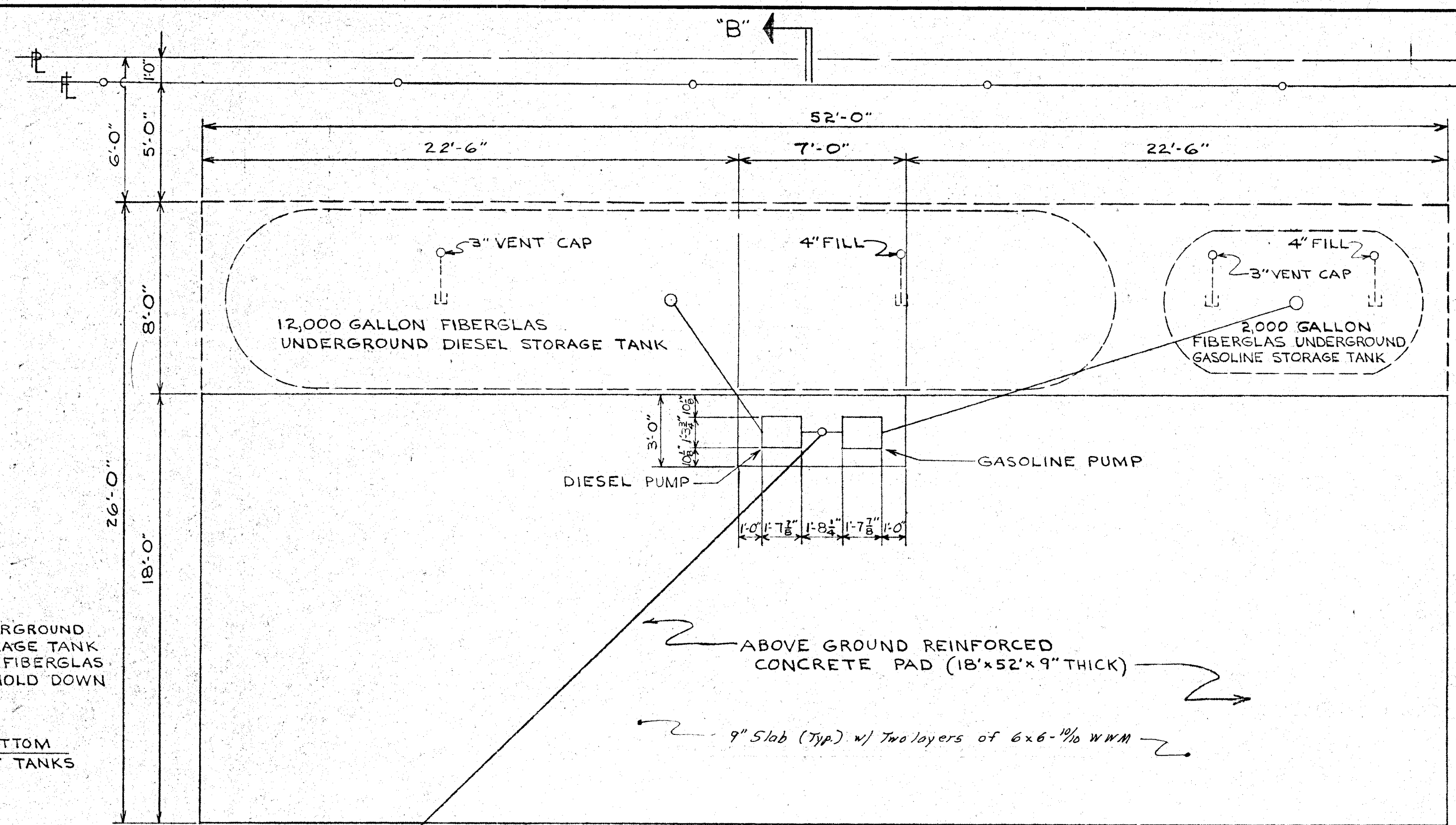
PLAN VIEW
REINFORCING STEEL FOR 8'-0" X 52'-0" X 1'-6"
UNDERGROUND CONCRETE MAT
SCALE: 1/4" = 1'-0"

NOTE:
+ ANCHOR POINT LOCATIONS
SEE SECTIONAL VIEW "A-A"
FOR LONGITUDINAL LOCATIONS
OF HOLD DOWN STRAPS &
ANCHOR POINTS



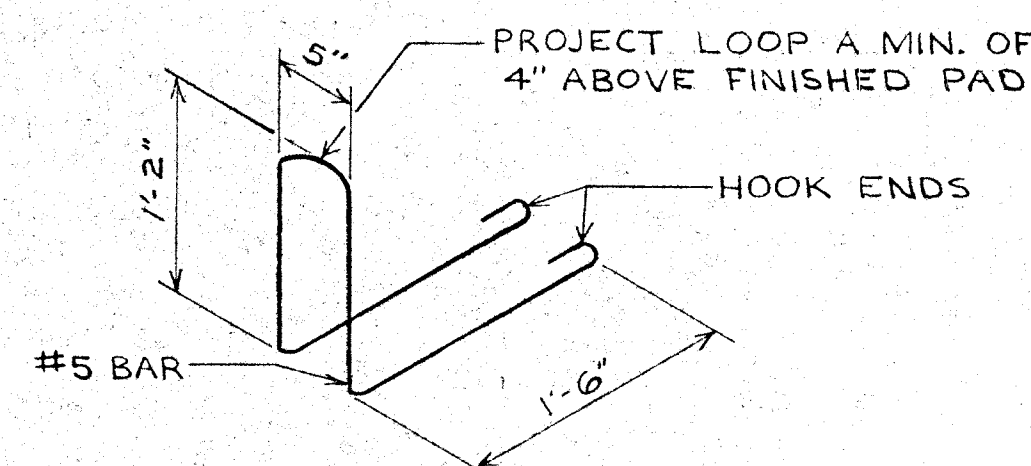
SECTIONAL VIEW "C-C"
SCALE: 3/8" = 1'-0"

NOTE:
1. TOP BARS TO BE LAPPED
(MIN. 36 DIA.) @ MIDSPAN.
2. BOTTOM BARS TO BE LAPPED
(MIN. 36 DIA.) @ SUPPORT
3. ALL LAPS TO BE ALTERNATE
STAGGERED
4. FOR GENERAL NOTES SEE
SHEET # 5-12

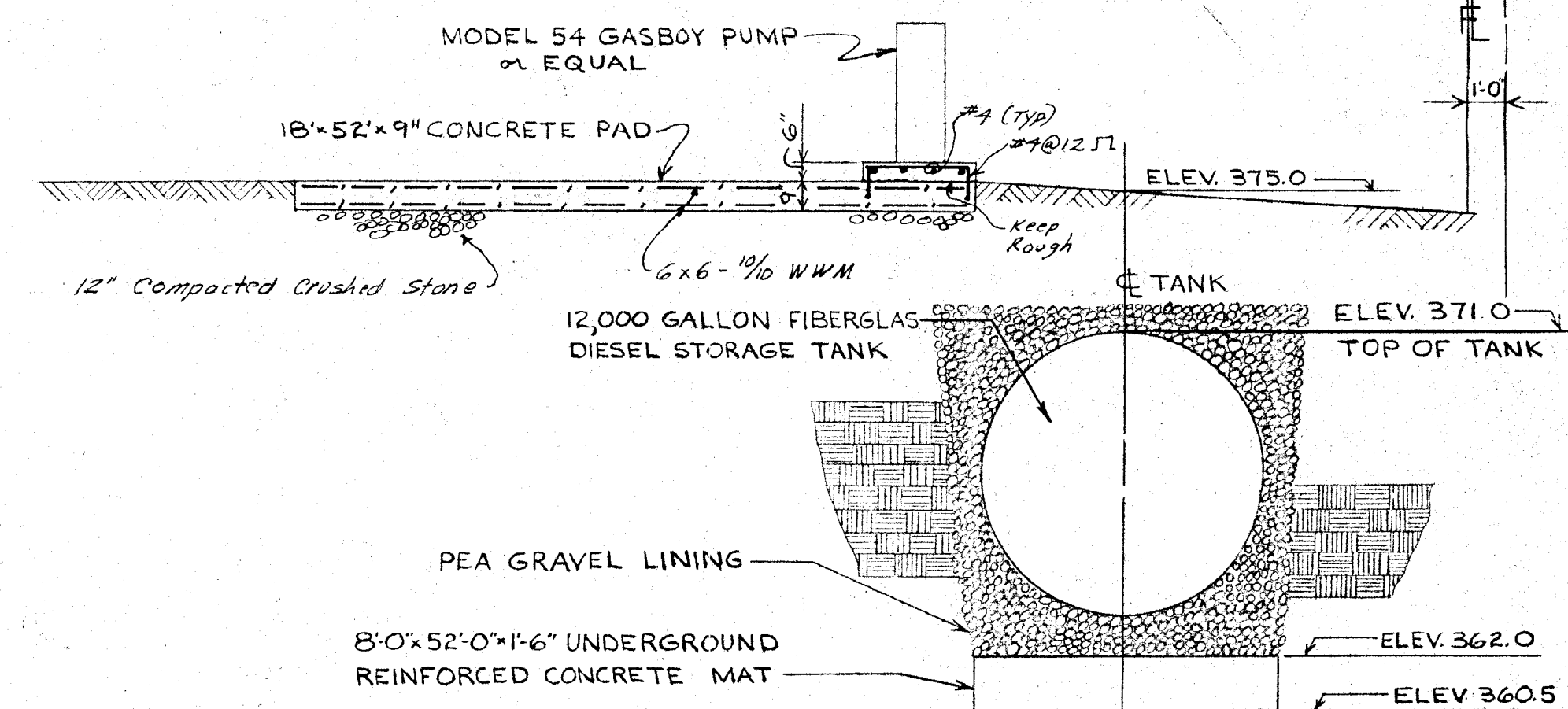


PLAN VIEW
SCALE: 1/4" = 1'-0"

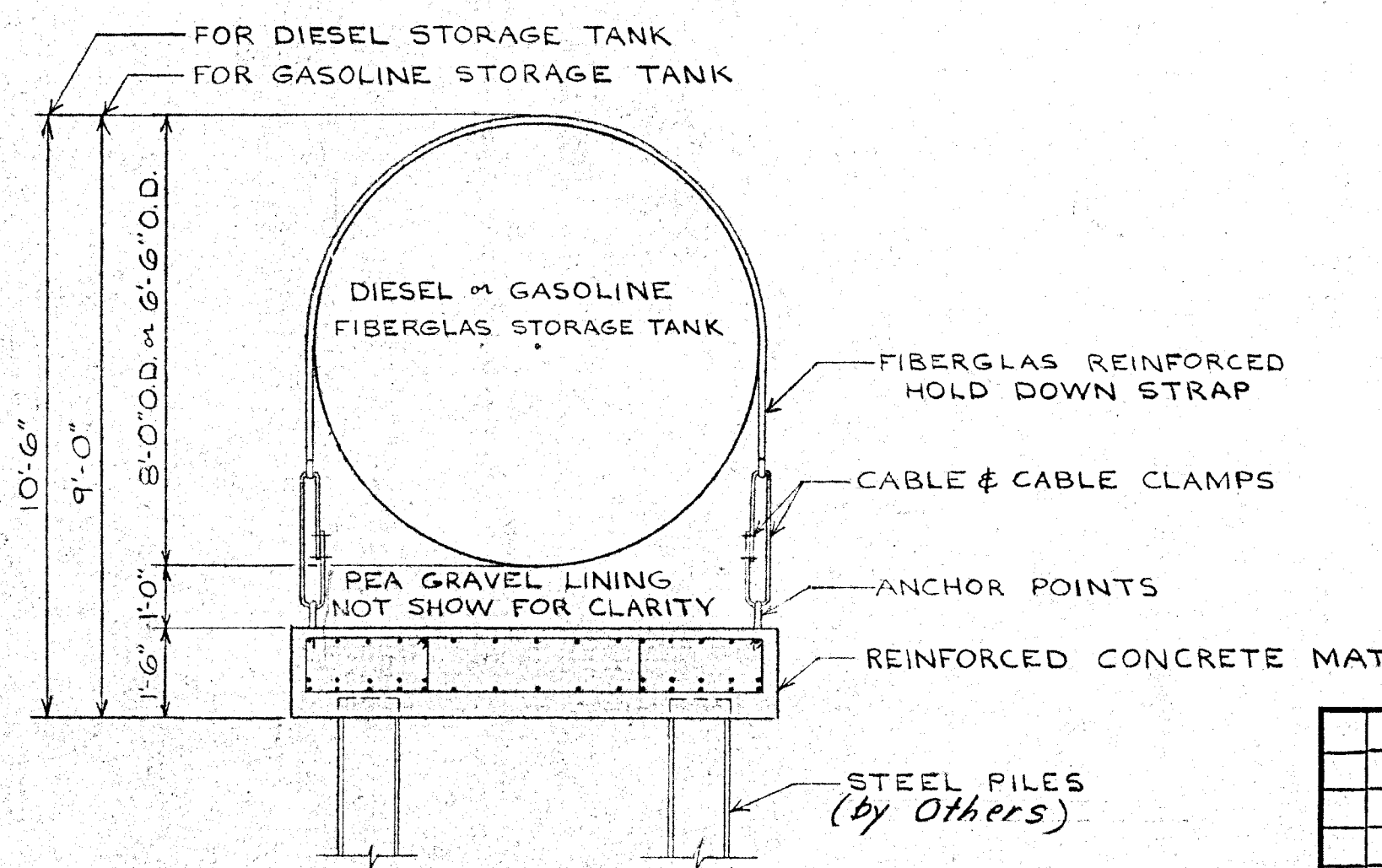
NOTE:
POWER CONDUIT (BY OTHERS)
COORDINATE WITH ELECTRICAL
CONTRACT 5B



TYPICAL ANCHOR POINT LOOP
SCALE: 1" = 1'-0"



SECTIONAL VIEW "B-B"
SCALE: 1/4" = 1'-0"

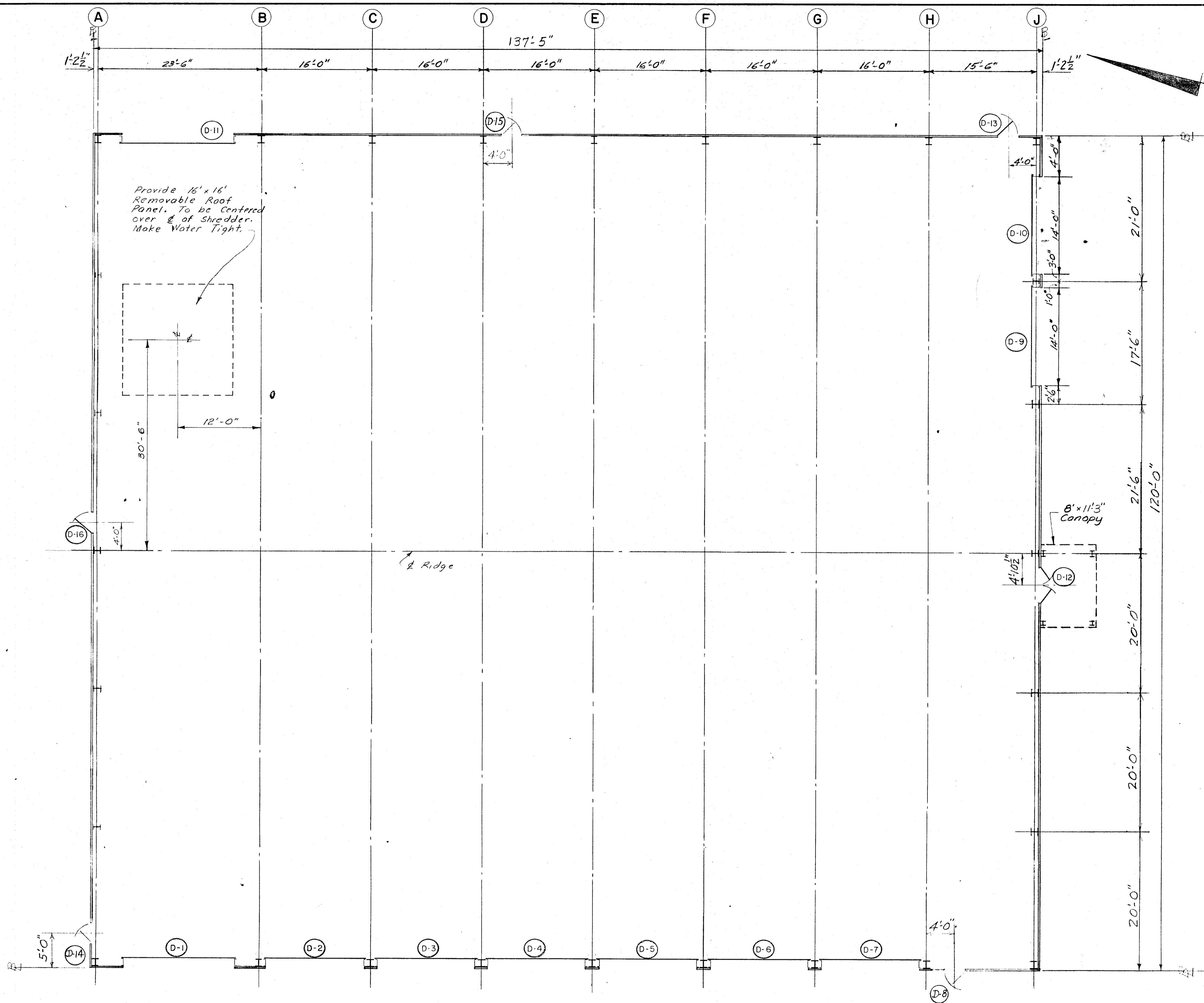


HOLD DOWN STRAP DETAIL
SCALE: 3/8" = 1'-0"

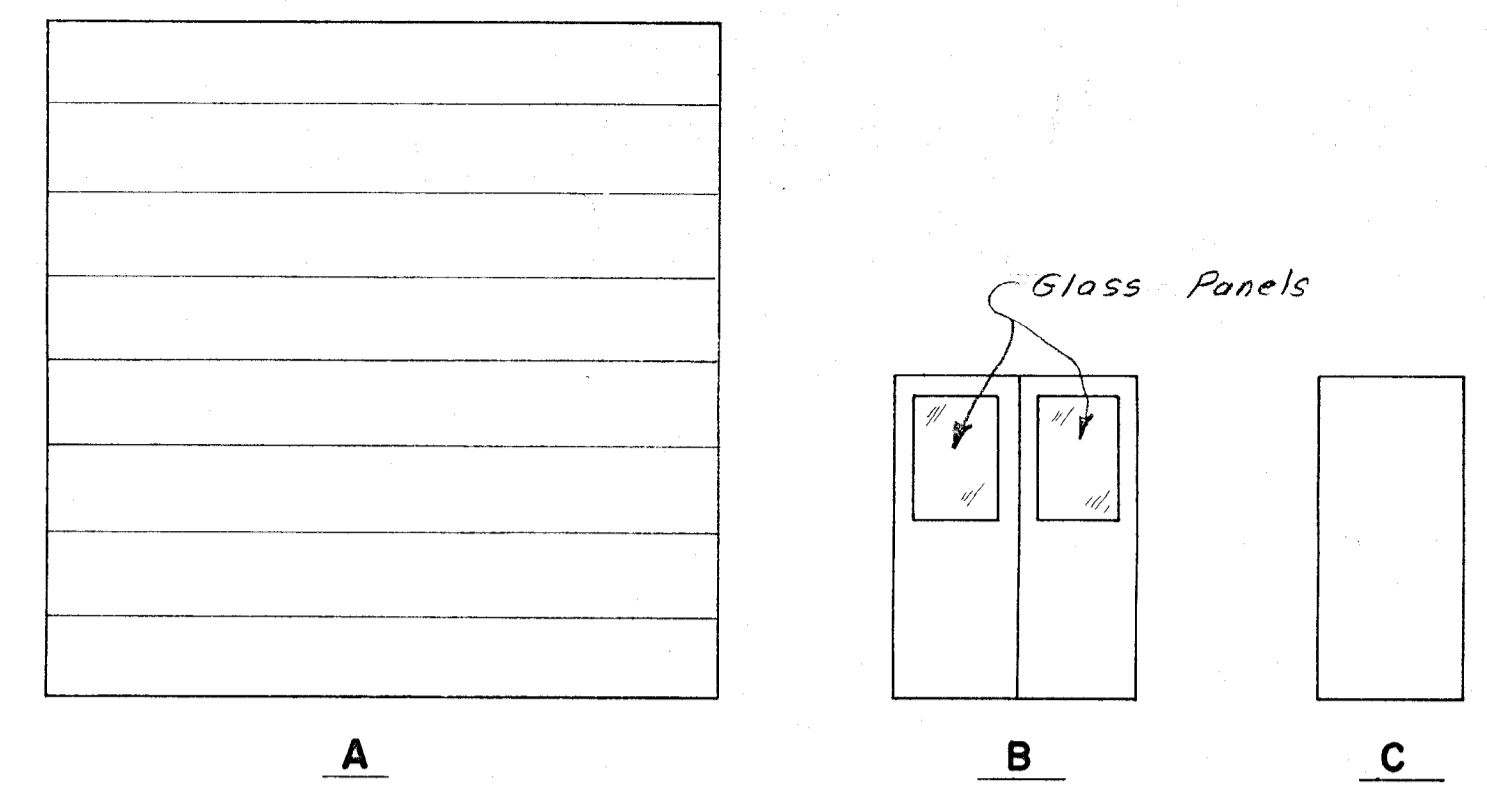
NO ALTERATION PERMITTED HEREON EXCEPT
AS PROVIDED UNDER SECTION 7209 SUB-
DIVISION 2 OF THE NEW YORK STATE
EDUCATION LAW.

| | | |
|---|-----------------------|--|
| COUNTY OF ONONDAGA | | |
| LEY CREEK SHREDDING PLANT | | |
| CONTRACT NO. 5A | | |
| PLAN & SECTIONS FUEL STATION | | |
| TOWN OF SALINA | ONONDAGA COUNTY, N.Y. | |
| BARTON, BROWN, CLYDE & LOGUIDICE, P.C. CONSULTING ENGINEERS & LAND SURVEYORS NORTH SYRACUSE, NEW YORK | | DATE: MAY 15, 1974 SCALE: AS SHOWN FILE NO.: 55.29-64F |
| REVISIONS | | S18 |

IN CHARGE OF: P. D. L.
DESIGNED BY: R. M., R. F. B.
DRAWN BY: D. J. L.
CHECKED BY: *[Signature]*



PLAN
Scale: 1/8" = 1'-0"



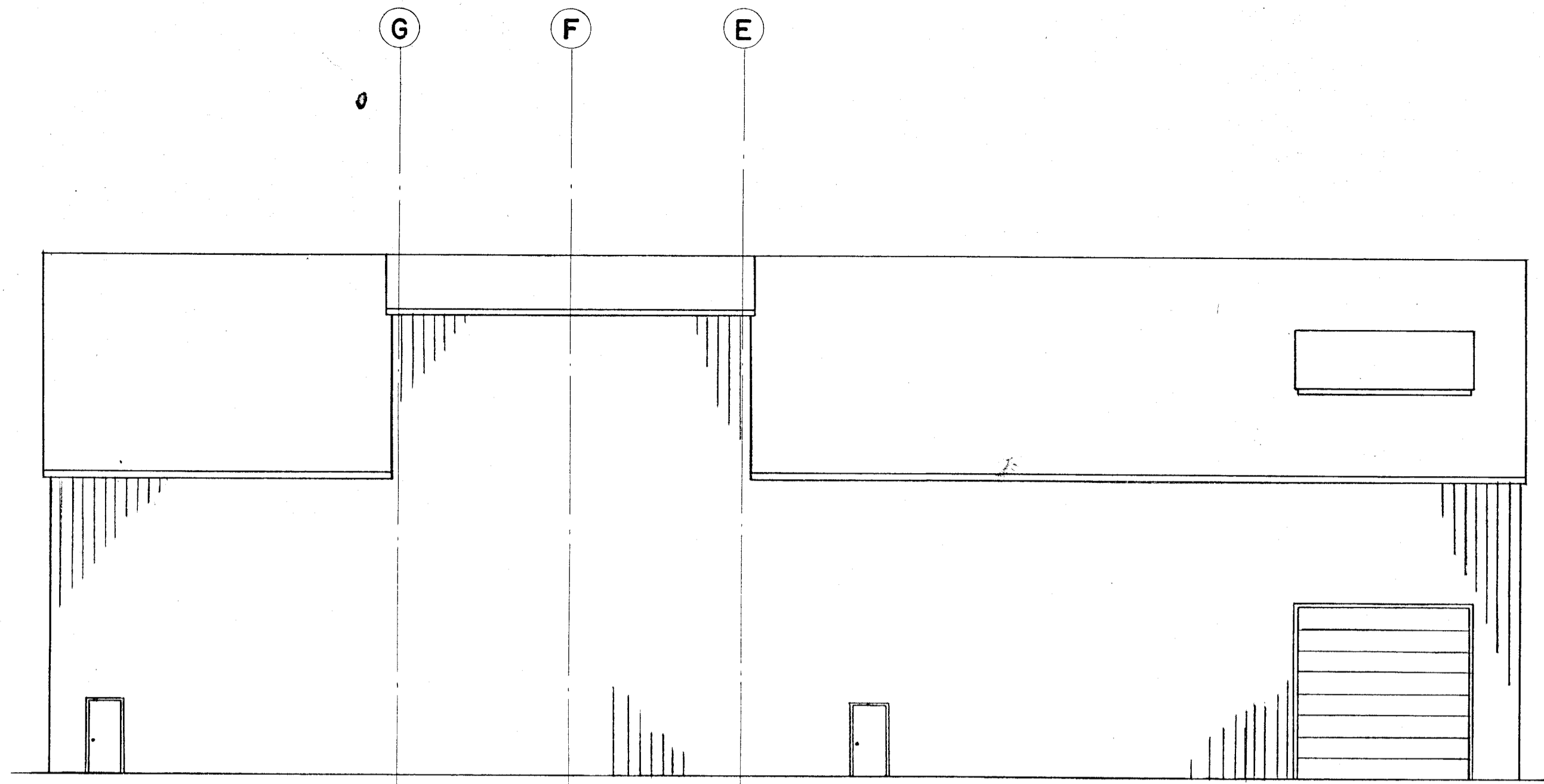
DOOR TYPES

| DOOR | | SCHEDULE | | | |
|---------|------|-----------|--------------|--------|-----------|
| DOOR NO | TYPE | THICKNESS | MATERIAL | HEIGHT | WIDTH |
| D-1 | A | 2" | Fiberglass | 16'-0" | 16'-0" |
| D-2 | A | 2" | Fiberglass | 16'-0" | 14'-0" |
| D-3 | A | 2" | Fiberglass | 16'-0" | 14'-0" |
| D-4 | A | 2" | Fiberglass | 16'-0" | 14'-0" |
| D-5 | A | 2" | Fiberglass | 16'-0" | 14'-0" |
| D-6 | A | 2" | Fiberglass | 16'-0" | 14'-0" |
| D-7 | A | 2" | Fiberglass | 16'-0" | 14'-0" |
| D-8 | C | 1 3/4" | Hollow Metal | 7'-0" | 3'-0" |
| D-9 | A | 2" | Fiberglass | 16'-0" | 14'-0" |
| D-10 | A | 2" | Fiberglass | 16'-0" | 14'-0" |
| D-11 | A | 2" | Fiberglass | 16'-0" | 16'-0" |
| D-12 | B | 1 3/4" | Hollow Metal | 7'-0" | 6'-0" Pr. |
| D-13 | C | 1 3/4" | Hollow Metal | 7'-0" | 3'-0" |
| D-14 | C | 1 3/4" | Hollow Metal | 7'-0" | 3'-0" |
| D-15 | C | 1 3/4" | Hollow Metal | 7'-0" | 3'-0" |
| D-16 | C | 1 3/4" | Hollow Metal | 7'-0" | 3'-0" |

IN CHARGE OF: P.D.L.
 DESIGNED BY: R.M.
 DRAWN BY: J.B.K.
 CHECKED BY: *[Signature]*

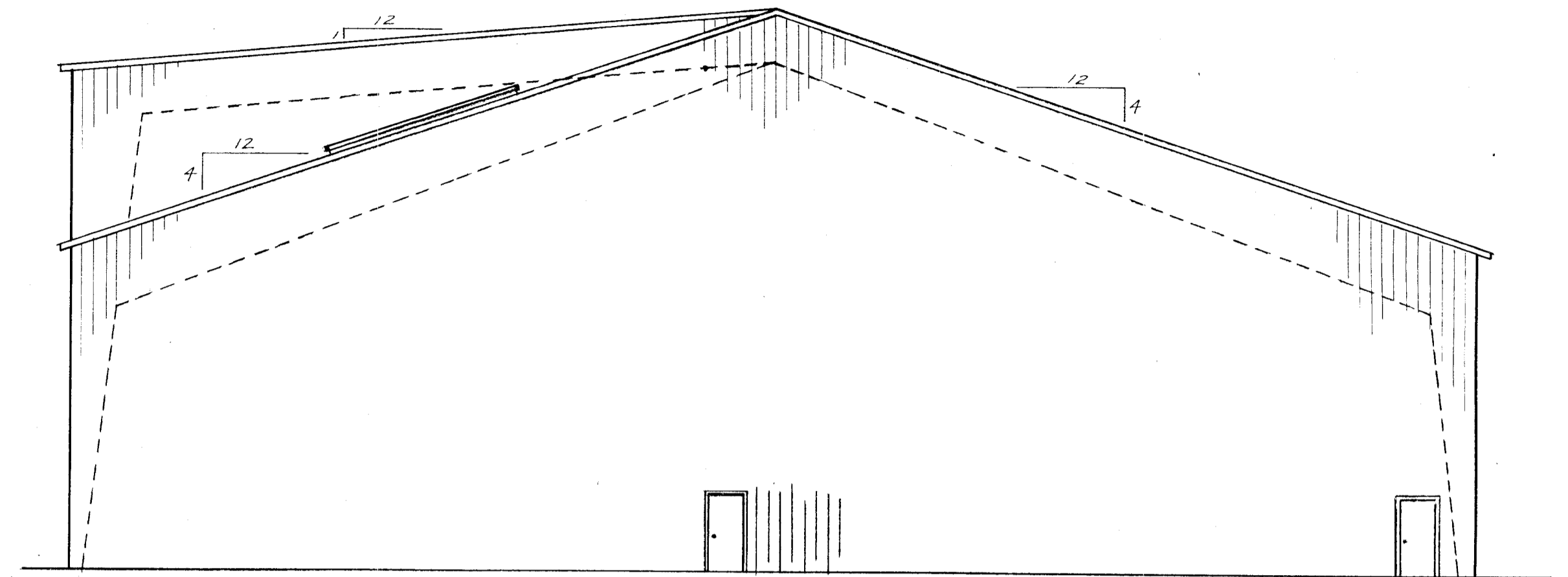
| | | |
|---|-----------------------------|--|
| COUNTY OF ONONDAGA LEY CREEK SHREDDING PLANT CONTRACT NO. | | |
| STRUCTURAL STEEL BUILDING PLAN & SCHEDULES | | |
| TOWN OF SALINA ONONDAGA CO., N.Y. | | |
| BARTON, BROWN, CLYDE & LOGUIDICE, P.C. CONSULTING ENGINEERS & LAND SURVEYORS NORTH SYRACUSE, NEW YORK | | DATE: MAY 15, 1974 SCALE: AS SHOWN FILE NO.: 55.29-87F |
| REVISIONS | [Blank space for revisions] | S19 |

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.



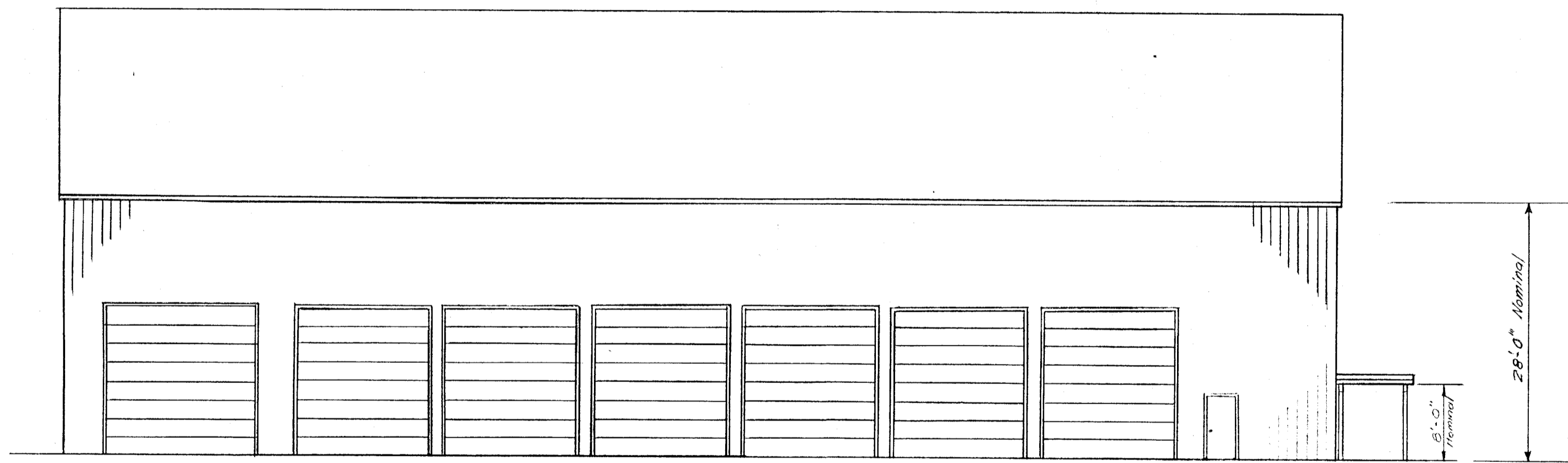
EAST ELEVATION

Scale: 3/32" = 1'-0"



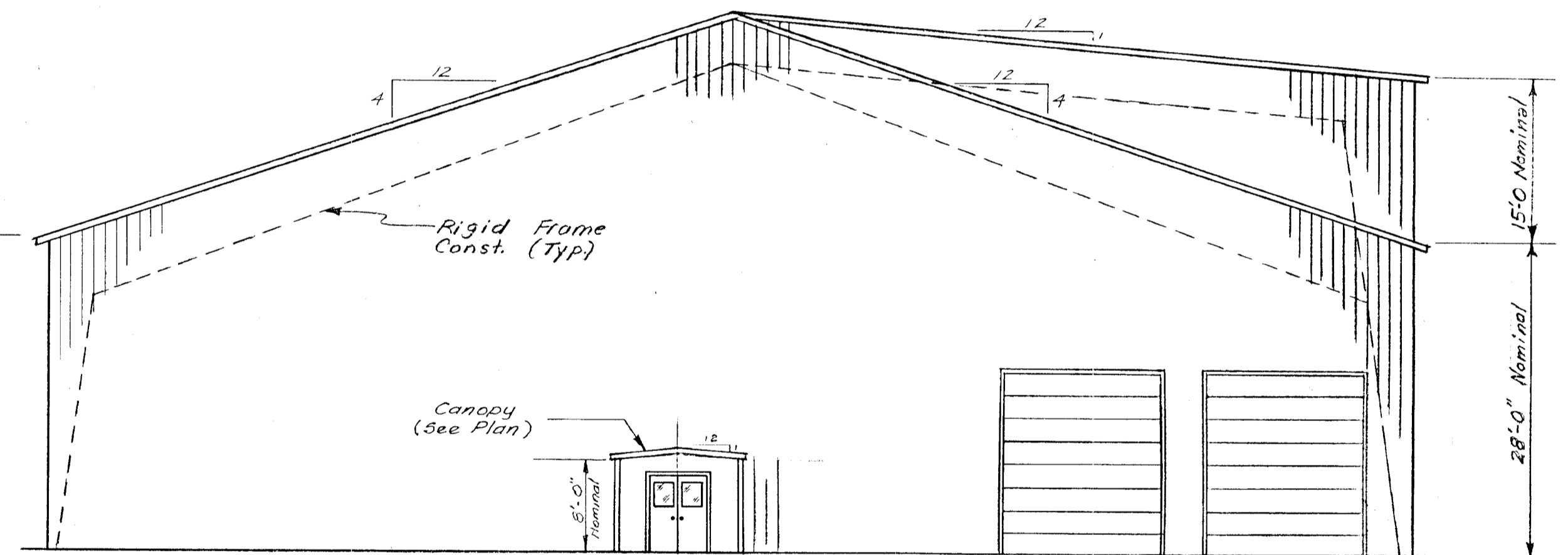
NORTH ELEVATION

Scale: 3/32" = 1'-0"



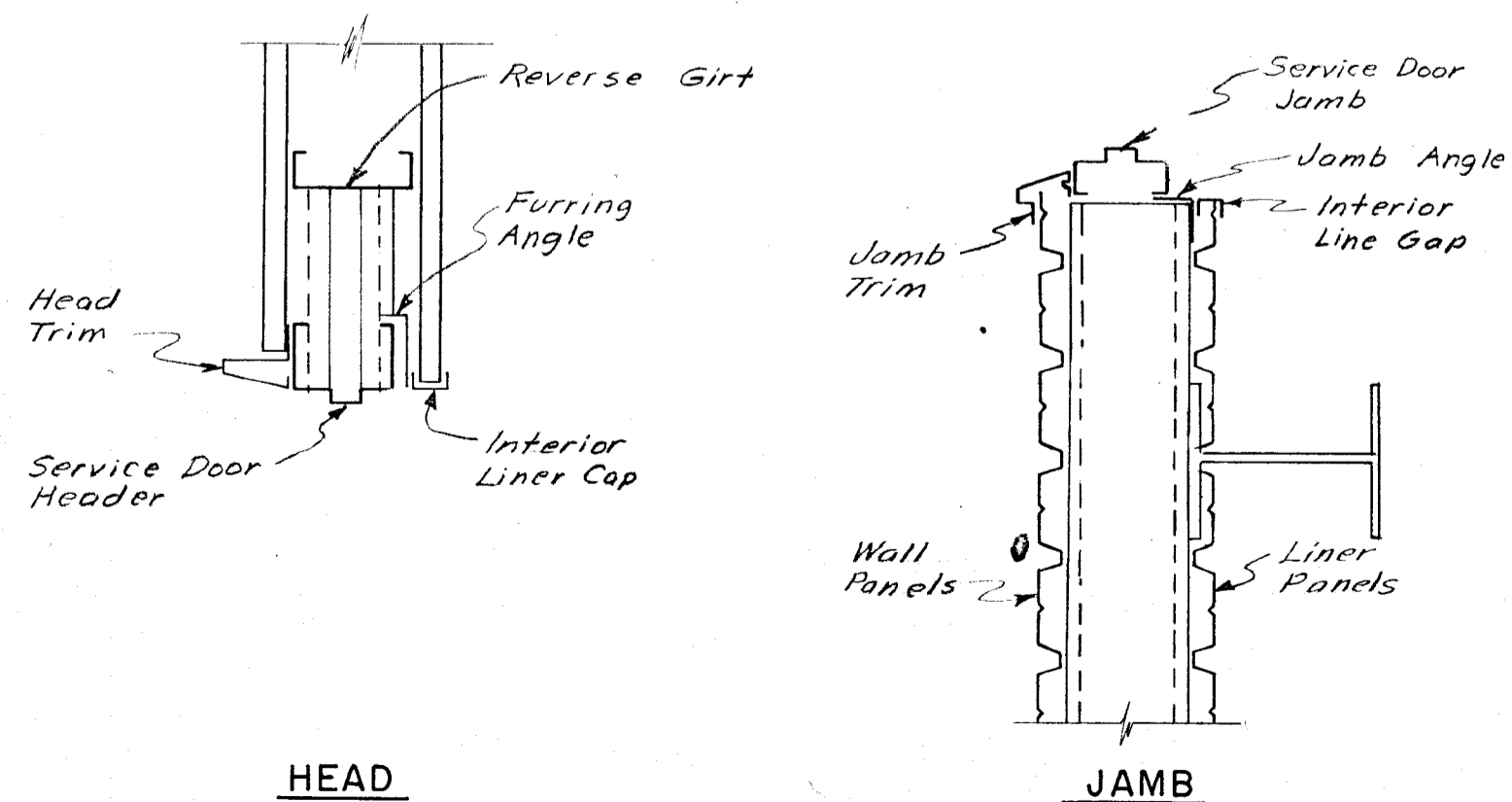
WEST ELEVATION

Scale: 3/32" = 1'-0"



SOUTH ELEVATION

Scale: 3/32" = 1'-0"

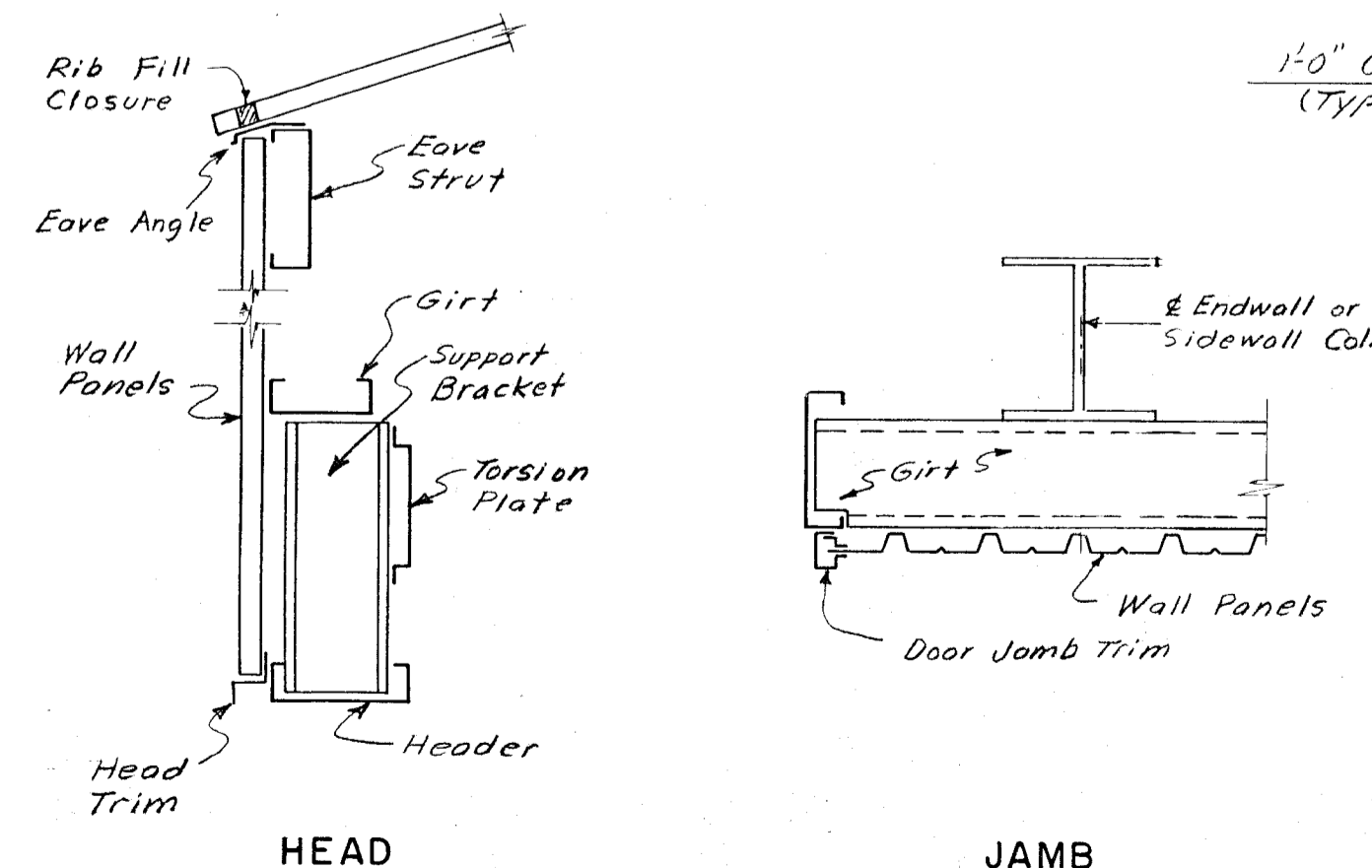


HEAD

JAMB

SERVICE DOOR DETAIL

N.T.S.

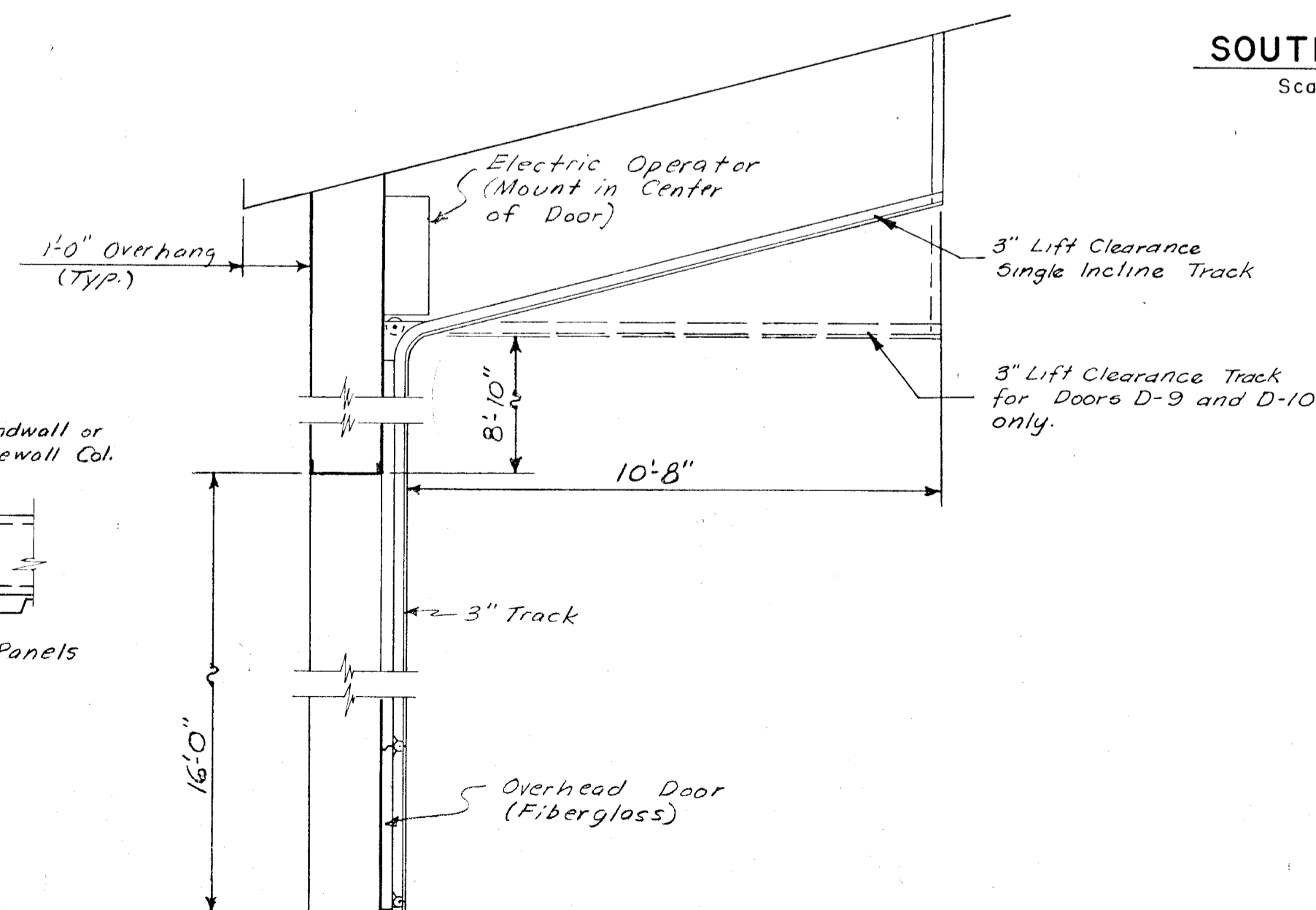


HEAD

JAMB

OVERHEAD DOOR DETAIL

N.T.S.



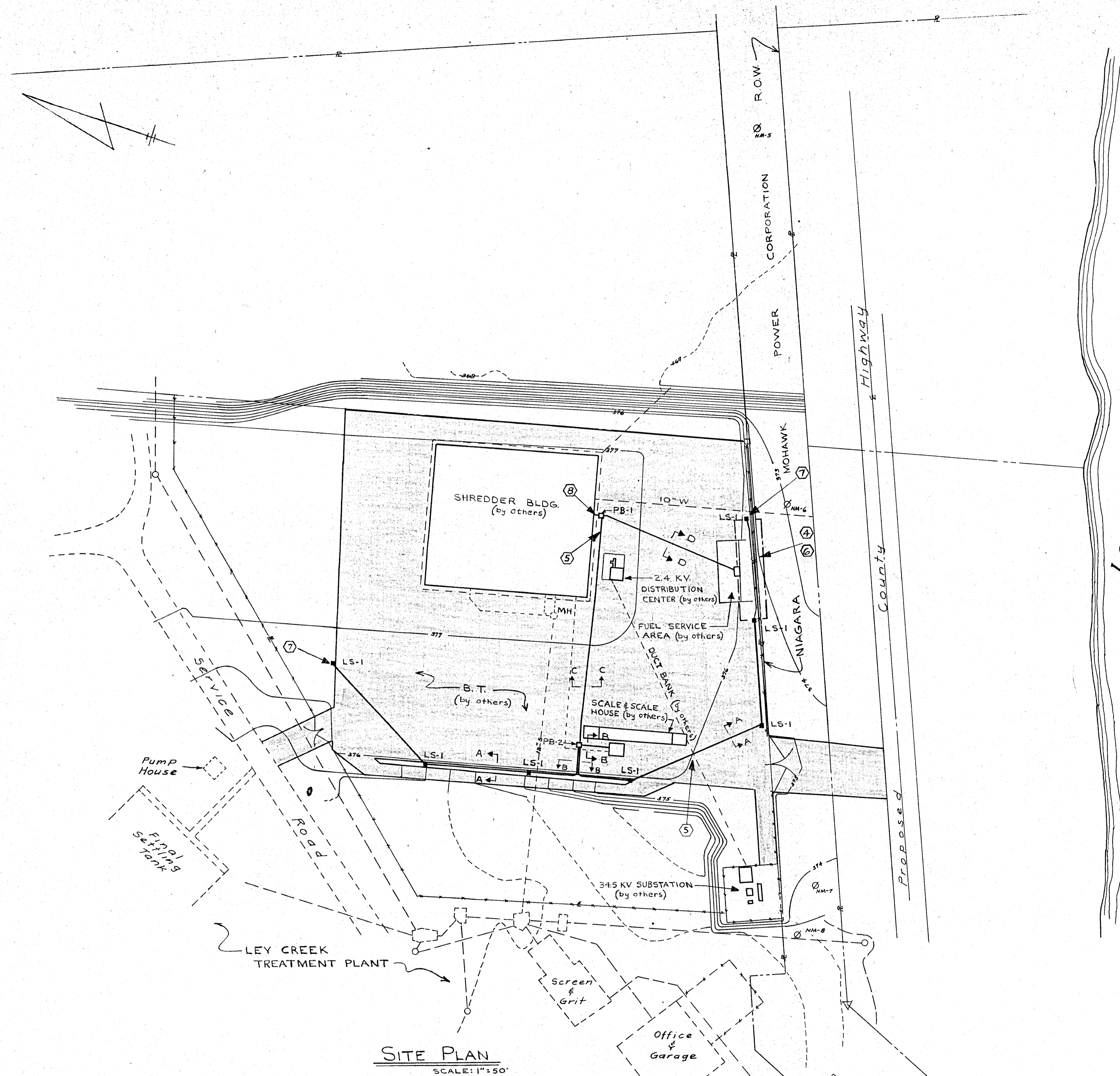
ELEVATION OVERHEAD DOOR

N.T.S.

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 2209 SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

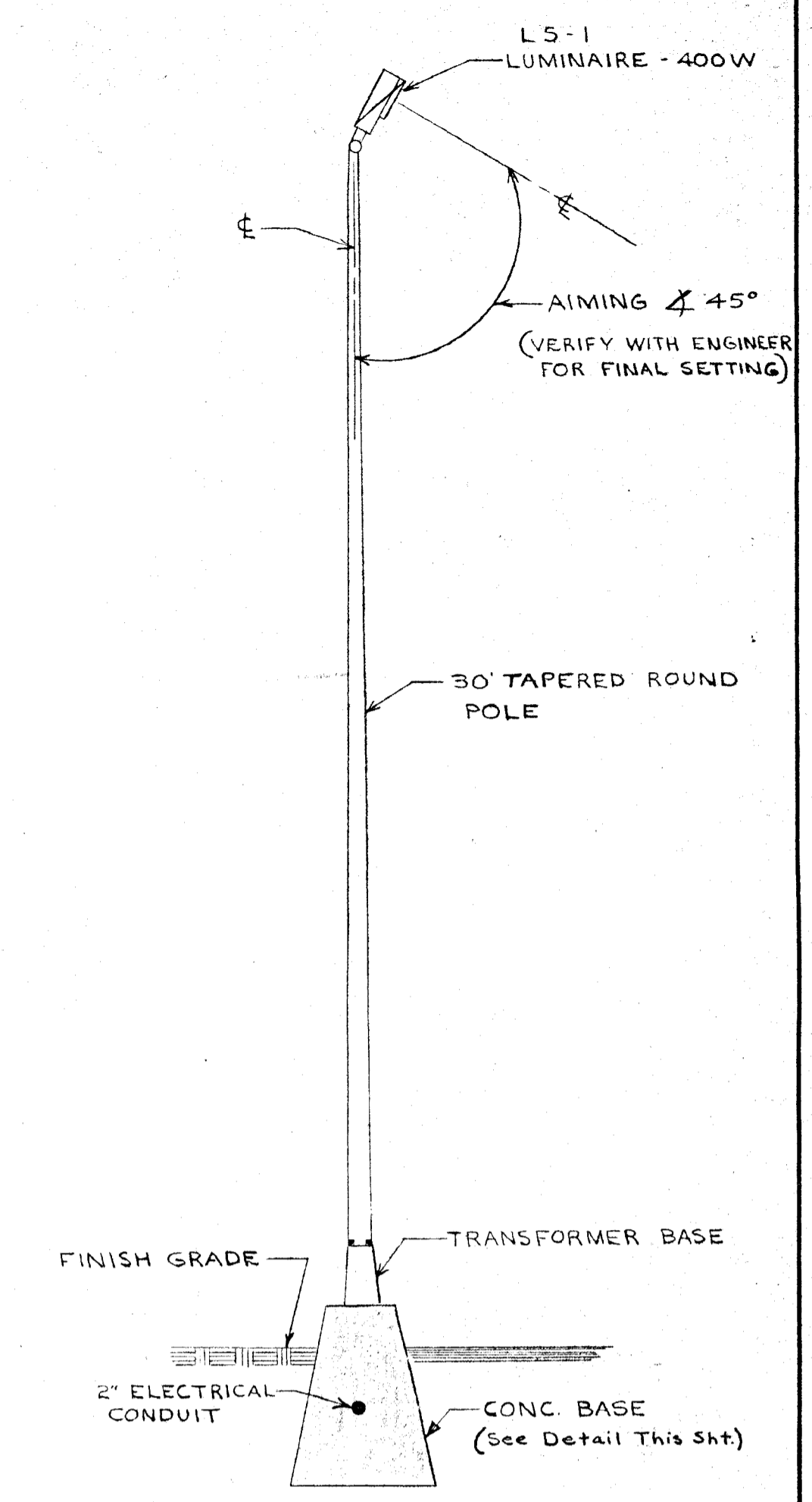
| | | |
|---|-----|--|
| COUNTY OF ONONDAGA LEY CREEK SHREDDING PLANT CONTRACT N° | | |
| STRUCTURAL STEEL BUILDING ELEVATIONS & DETAILS | | |
| TOWN OF SALINA | | ONONDAGA CO., N.Y. |
| BARTON, BROWN, CLYDE & LOGUIDICE, P.C. CONSULTING ENGINEERS & LAND SURVEYORS NORTH SYRACUSE, NEW YORK | | DATE: MAY 15, 1974 SCALE: AS SHOWN FILE NO.: 55.29-88F |
| REVISIONS | S20 | |

IN CHARGE OF: P.D.L.
 DESIGNED BY: R.M.
 DRAWN BY: J.B.K.
 CHECKED BY: *J.B.K.*

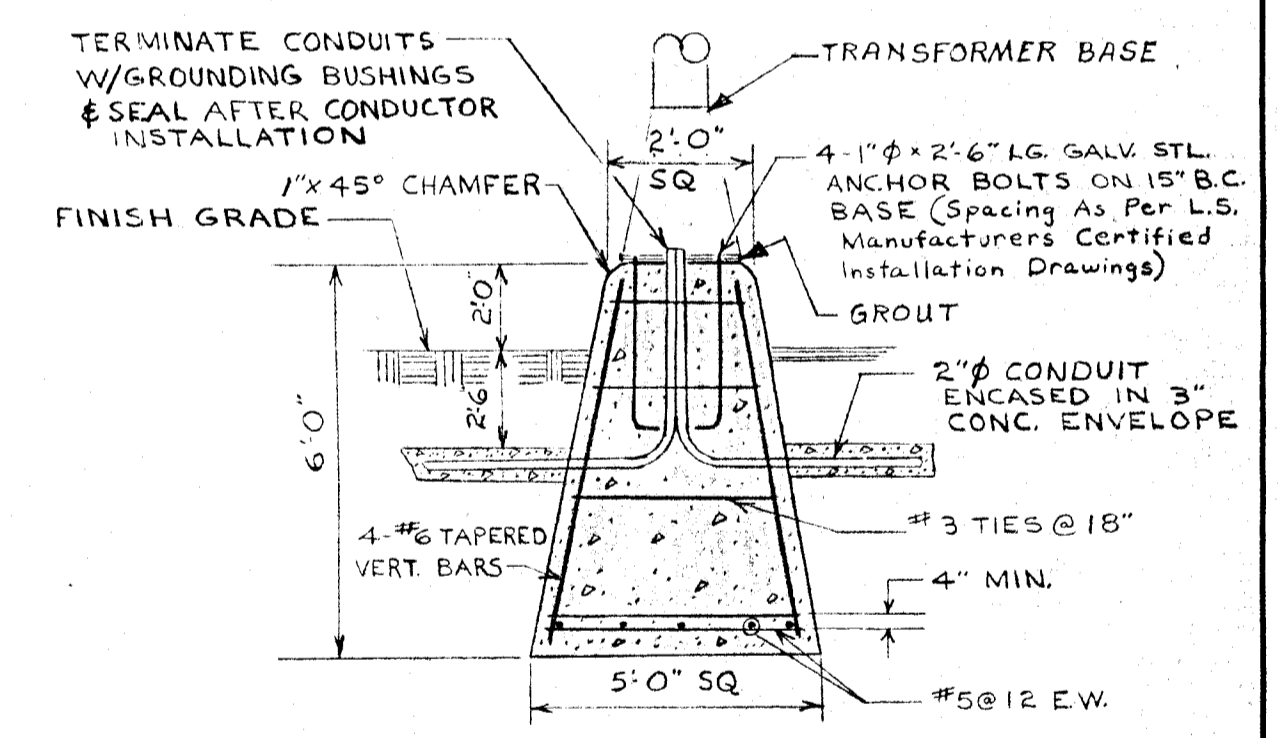


SITE PLAN
SCALE: 1" = 50'

- NOTES:**
1. Use caution in construction in 2.4 KV Distribution Center area to prevent damage to ground grid.
 2. Existing elevations will be rough grade elevations which will be six-inches below contour elevations shown on the plans.
 3. Coordinate site work with Contract 5A & 5D contractors.
 4. All wiring at the Fuel Service Area is to be Explosion-Proof.
 5. Provide a minimum of 1'-0" clearance in crossing of the electrical duct bank between the 2.4 KV Distribution Center and the 34.5 KV Substation, also in the crossing of the telephone duct bank.
 6. Run electric duct on three foot offset from the property line between the light standards in the fuel service area.
 7. End light standards are to be provided with a 3/4" dia. X 20'-0" Lg. ground rod connected to the light system ground with #1/0 copper ground wire. Provide empty 2" conduit stub 5'-0" out from base and cap.
 8. Connect #1/0 ground wire in duct bank to building ground system.

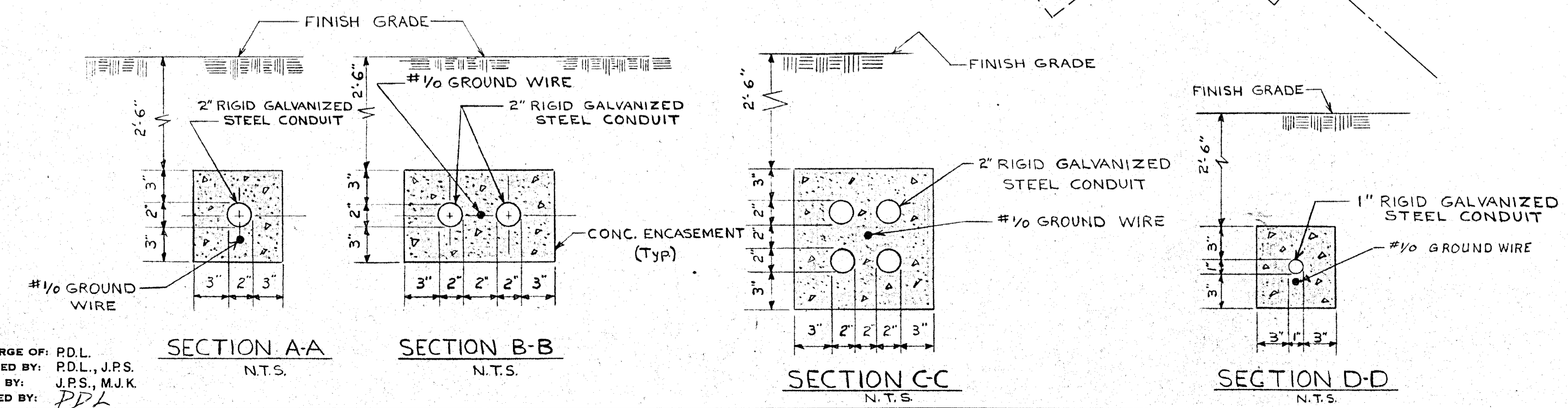


TYPICAL L.S.-1st DETAIL
N.T.S.



TYPICAL CONCRETE LIGHT POLE PEDESTAL
N.T.S.

- NOTES:**
1. Bond #1/0 Grnd Wire with Reinforcing, Conduits, Etc. Jumper between conduits to provide continuous grnd.



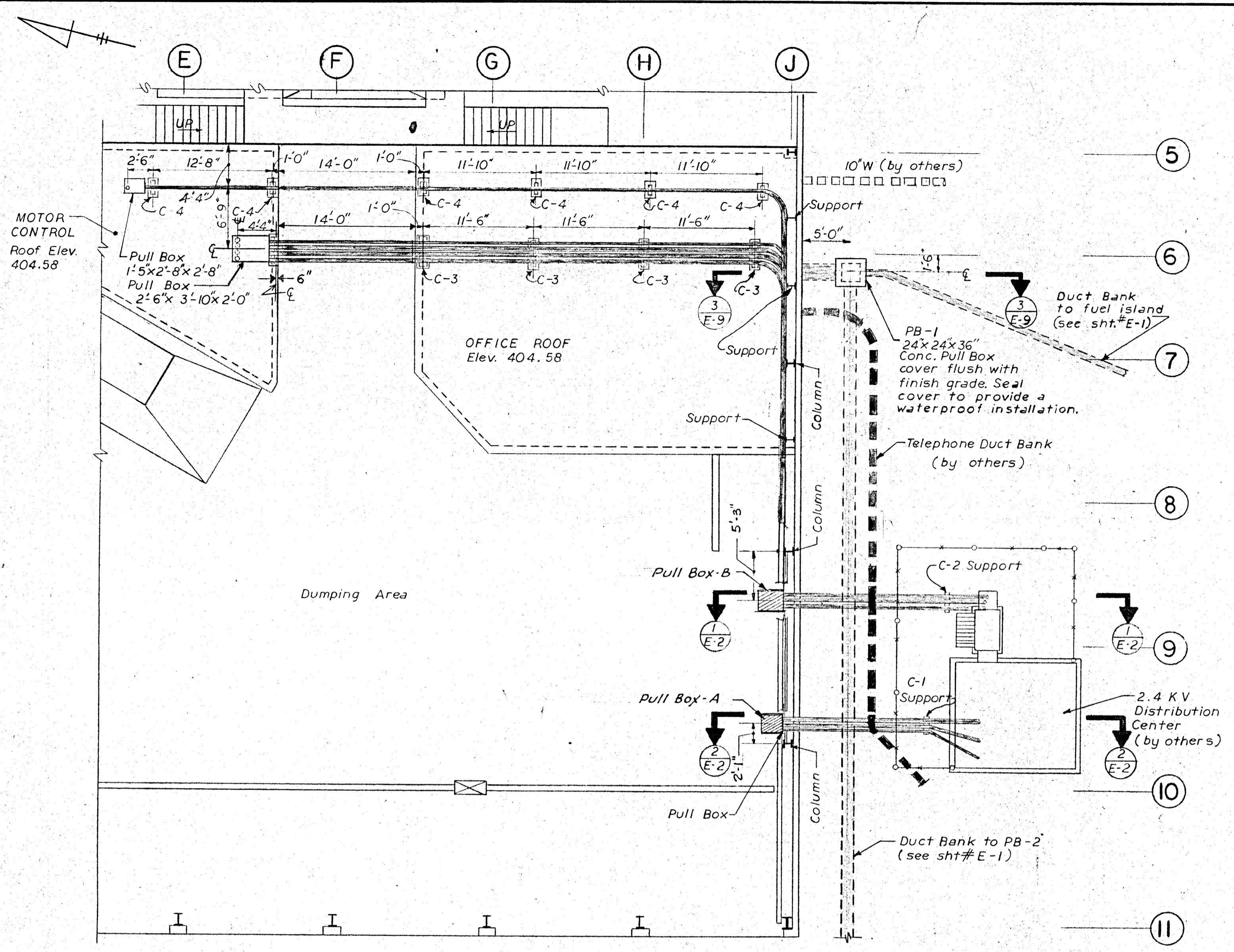
SECTION A-A
N.T.S.

SECTION B-B
N.T.S.

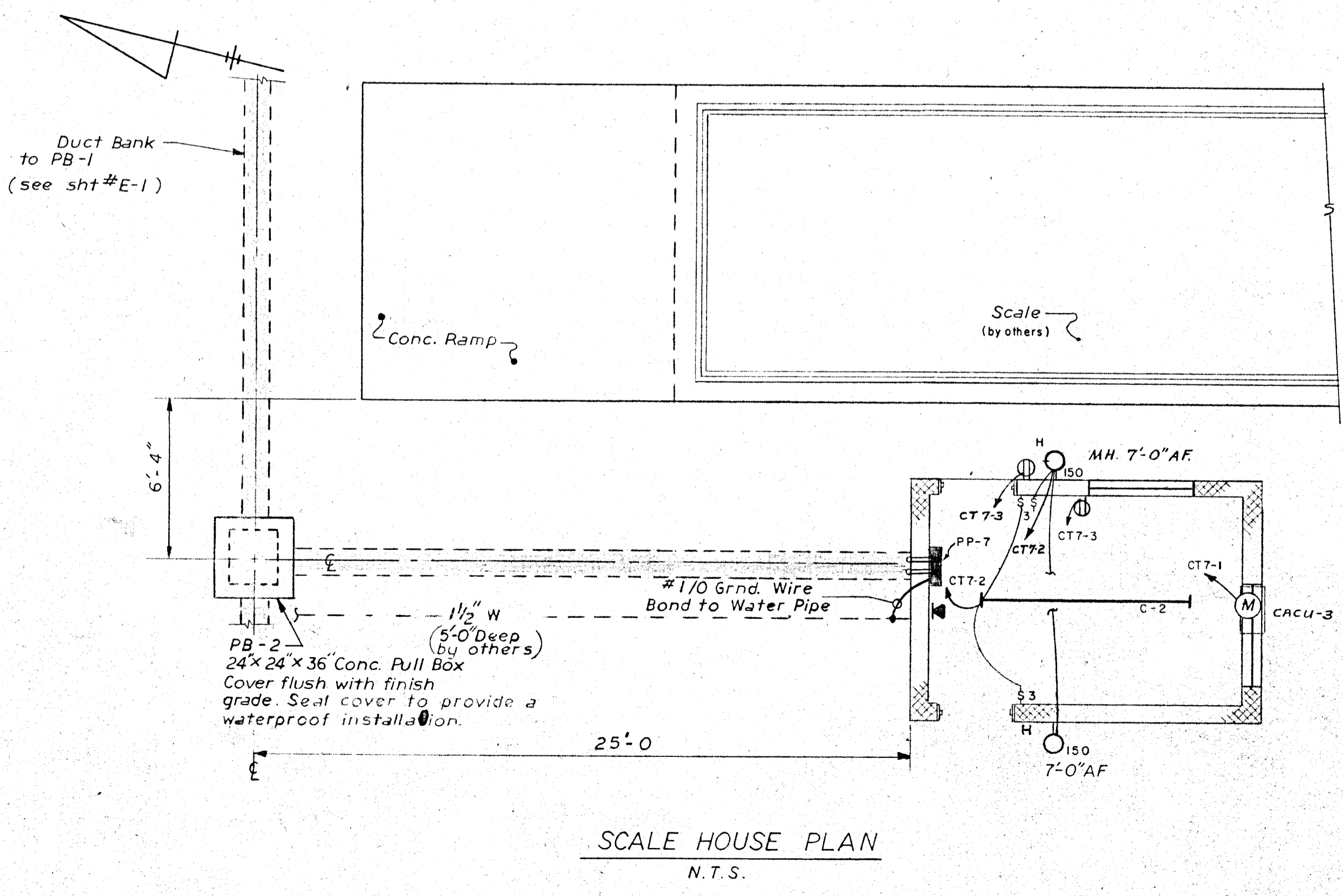
SECTION C-C
N.T.S.

SECTION D-D
N.T.S.

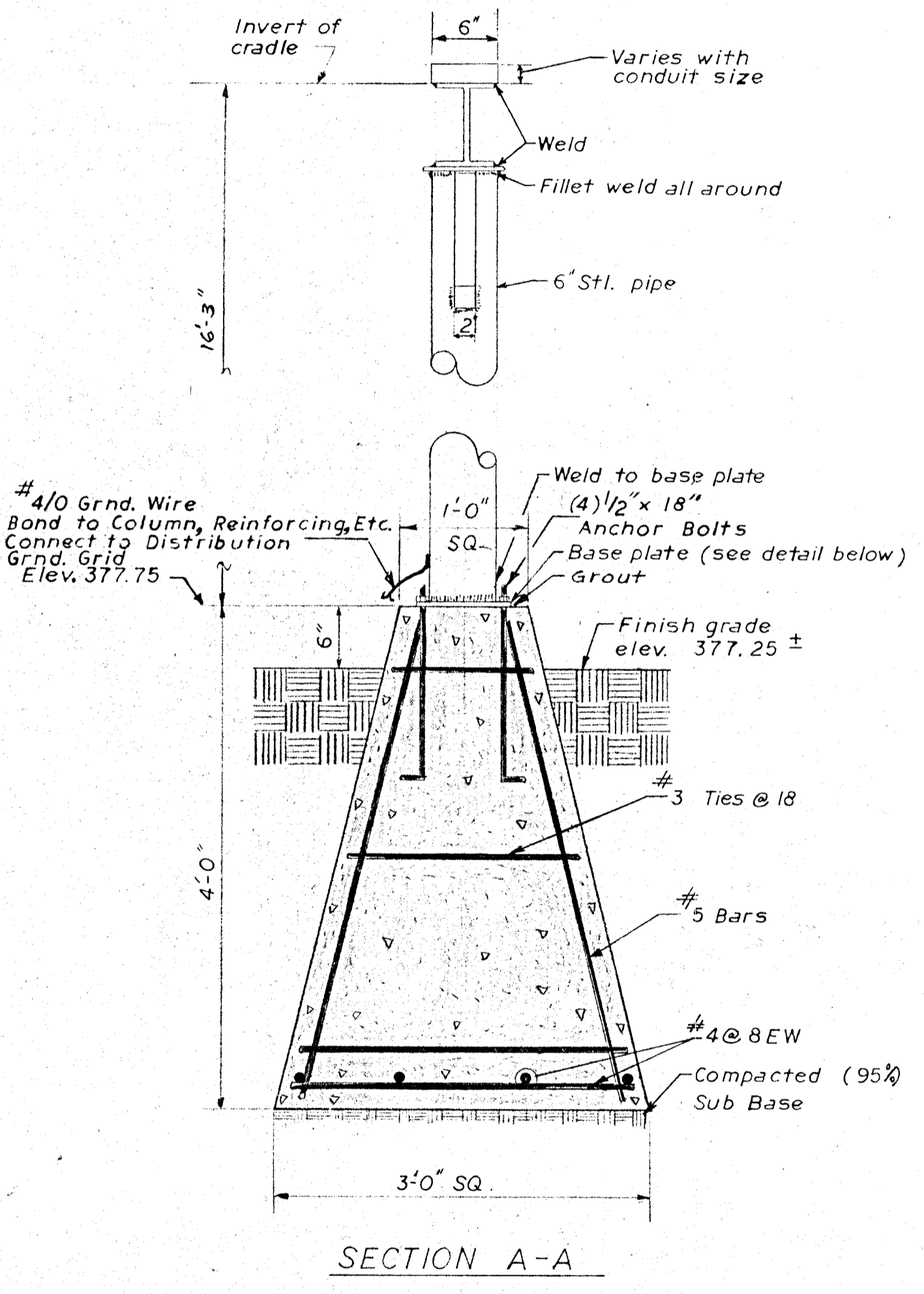
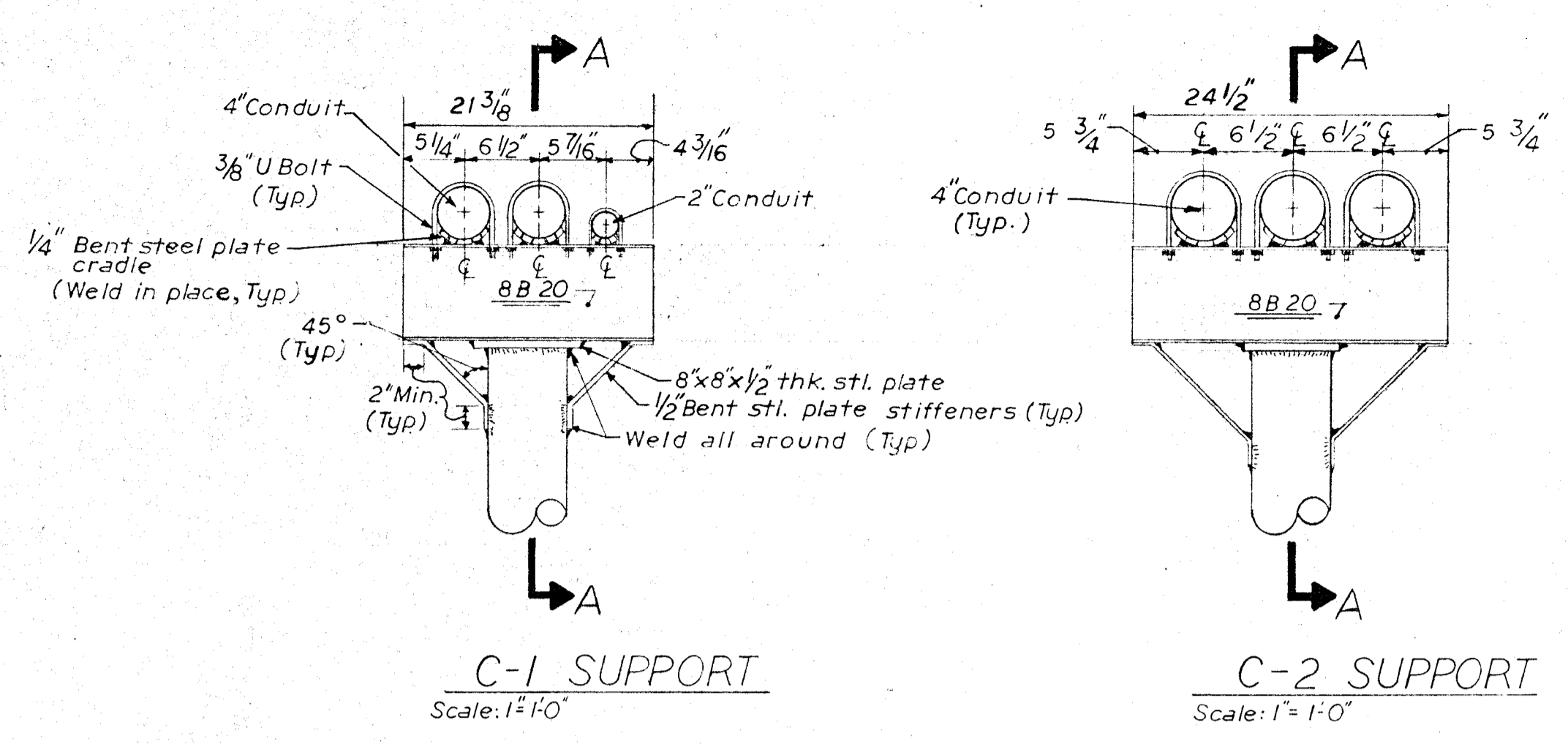
| | | |
|---|--|------------|
| COUNTY OF ONONDAGA LEY CREEK SHREDDING PLANT CONTRACT NO.5B SITE PLAN & DETAILS | | |
| TOWN OF SALINA ONONDAGA COUNTY, N.Y. BARTON, BROWN, CLYDE & LOGUIDICE, P.C. CONSULTING ENGINEERS & LAND SURVEYORS NORTH SYRACUSE, NEW YORK | | |
| DATE: JUNE 29, 1974 SCALE: AS SHOWN FILE NO.: 55.29-71F | | E-1 |



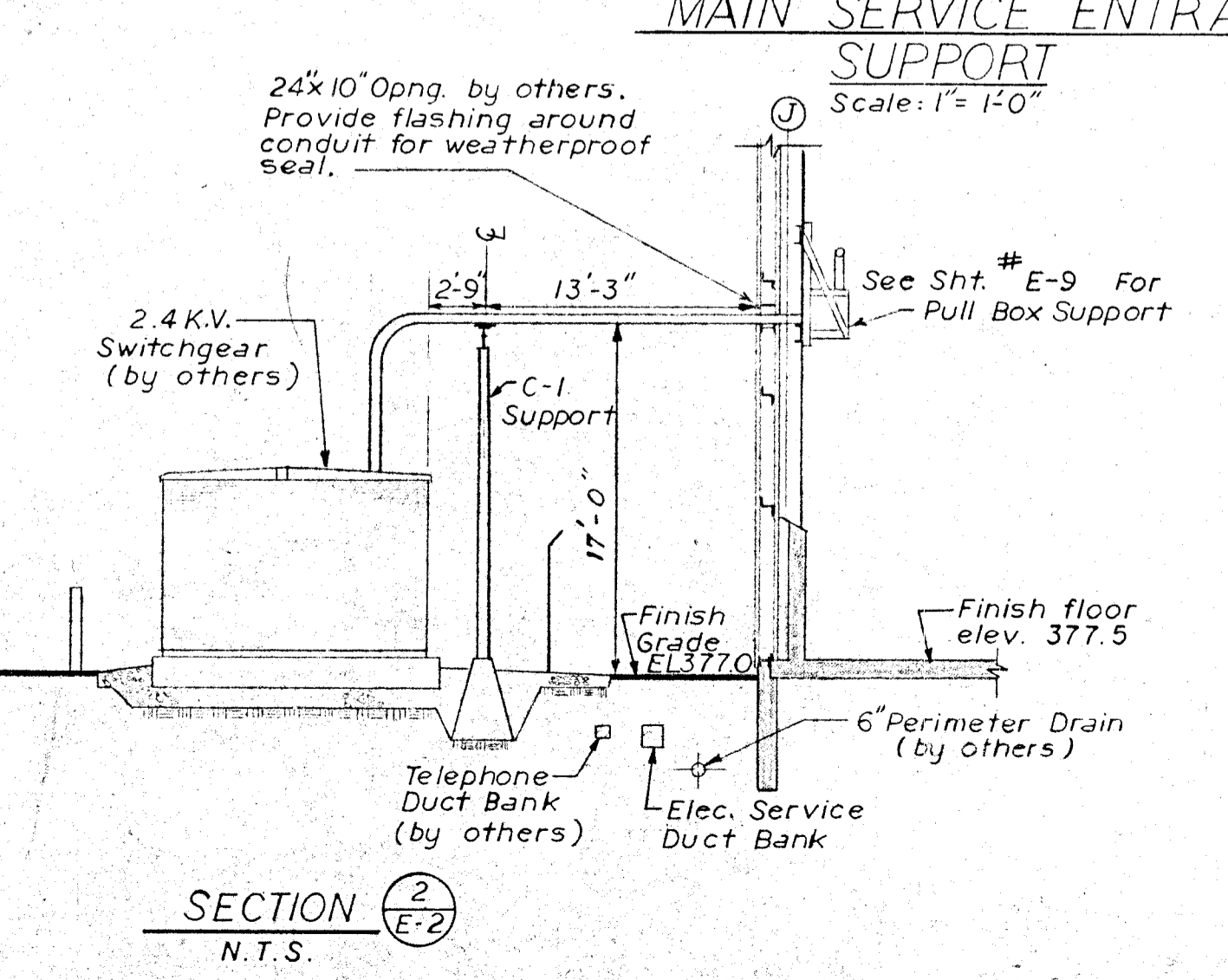
PRIMARY SERVICE PLAN
Scale: 1/8" = 1'-0"



SCALE HOUSE PLAN
N.T.S.

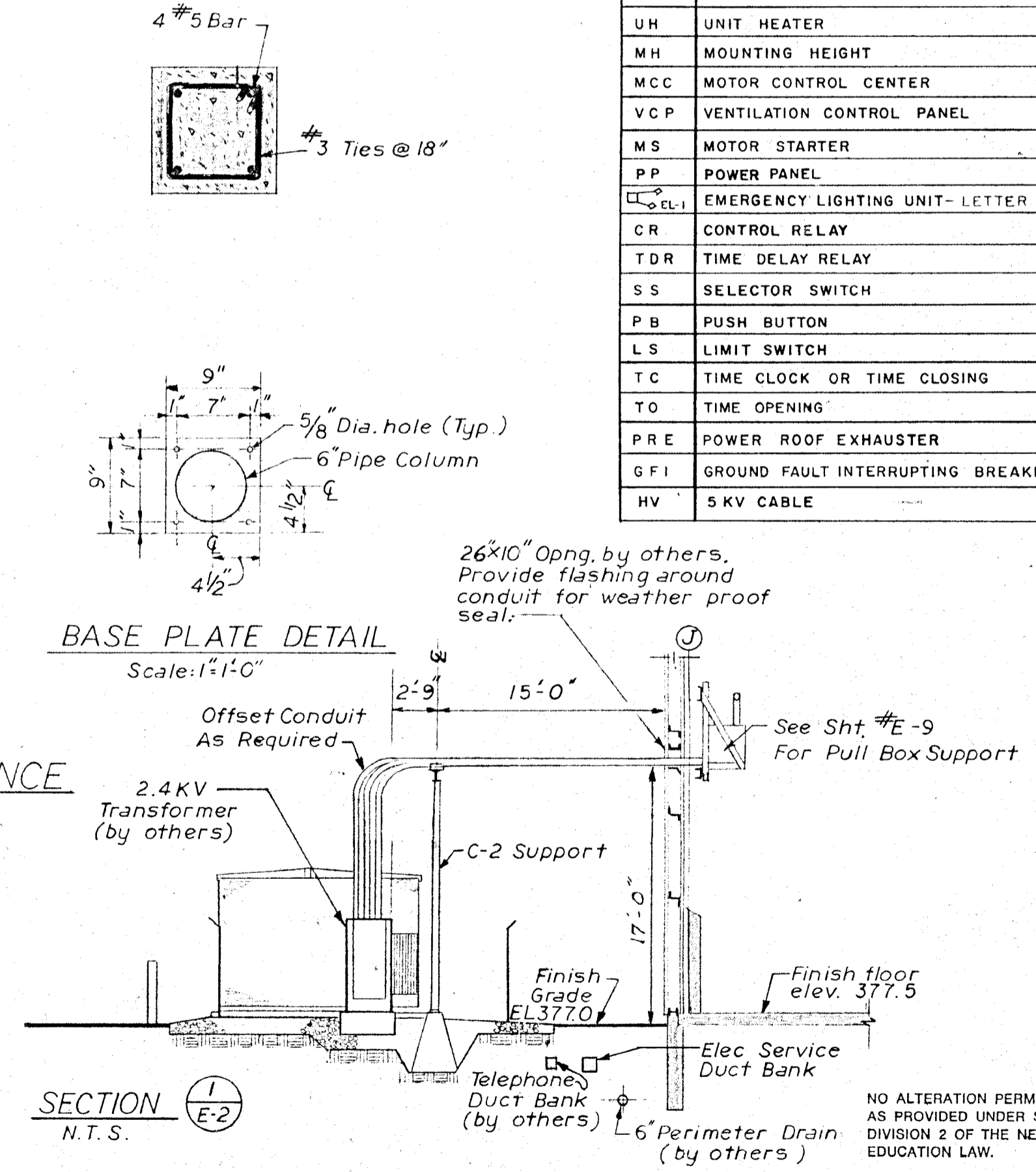


SECTION A-A
Scale: 1" = 1'-0"



SECTION 2 E-2
N.T.S.

NOTES
1. Supports to be hot dip galvanized steel.
2. For conduit cradles see sht. #E-8.



BASE PLATE DETAIL
Scale: 1" = 1'-0"

| ELECTRIC SYMBOL LIST | |
|----------------------|--|
| ⊖ | DUPLEX CONVENIENCE OUTLET, WALL |
| ⊖ | INCANDESCENT FIXTURE, CEILING LETTER INDICATES TYPE NUMBER INDICATES WATTS |
| ⊖ | INCANDESCENT FIXTURE, WALL LETTER INDICATES TYPE NUMBER INDICATES WATTS |
| ⊖ | FLUORESCENT FIXTURE - NOMINAL 1' WIDE OR SMALLER - LETTER INDICATES TYPE |
| ⊖ | FLUORESCENT FIXTURE - NOMINAL 1' WIDE OR LARGER LETTER INDICATES TYPE |
| ⊖ | EXIT LIGHT, WALL - LETTER INDICATES TYPE BARS INDICATE FACES |
| ⊖ | SPECIAL PURPOSE RECEPTACLE - LETTER INDICATES TYPE "O" OPEN-RANGE RECEPTACLE "W" WELDER RECEPTACLE |
| S | SINGLE POLE SWITCH |
| S ₃ | THREE WAY SWITCH |
| S _K | KEY OPERATED SWITCH |
| J | JUNCTION BOX, CEILING |
| M | MOTOR NUMBER INDICATES ITEM ON SCHEDULE |
| ⊖ | LOCATION OF ONE OR MORE MOTOR CONTROL DEVICES AS SCHEDULED ON "MOTOR & CONTROL SCHEDULE." NUMBER REFERS TO MOTOR CONTROLLED. |
| ⊖ | DISCONNECT SWITCH |
| ⊖ | PANELBOARD (UNDER 250 V) |
| ⊖ | PANELBOARD (OVER 250 V) |
| ⊖ | MAGNETIC CONTACTOR OR LINE VOLTAGE RELAY |
| ⊖ | TRANSFORMER |
| WP | WEATHER PROOF DEVICE |
| EX | EXPLOSION PROOF DEVICE |
| AF | ABOVE FINISHED FLOOR |
| AG | ABOVE FINISHED GRADE |
| ⊖ | TELEPHONE OUTLET, WALL |
| ⊖ | FIRE ALARM ANNUNCIATOR |
| ⊖ | FIRE ALARM STATION |
| ⊖ | FIRE ALARM BELL |
| ⊖ | FIRE ALARM HORN |
| PWE | POWER WALL EXHAUSTER |
| UH | UNIT HEATER |
| MH | MOUNTING HEIGHT |
| MCC | MOTOR CONTROL CENTER |
| VCP | VENTILATION CONTROL PANEL |
| MS | MOTOR STARTER |
| PP | POWER PANEL |
| ⊖ | EMERGENCY LIGHTING UNIT - LETTER INDICATES TYPE |
| CR | CONTROL RELAY |
| TDR | TIME DELAY RELAY |
| SS | SELECTOR SWITCH |
| PB | PUSH BUTTON |
| LS | LIMIT SWITCH |
| TC | TIME CLOCK OR TIME CLOSING |
| TO | TIME OPENING |
| PRE | POWER ROOF EXHAUSTER |
| GFI | GROUND FAULT INTERRUPTING BREAKER |
| HV | 5 KV CABLE |

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

COUNTY OF ONONDAGA
LEY CREEK SHREDDING PLANT
CONTRACT NO.5B
PRIMARY SERVICE PLAN

TOWN OF SALINA ONONDAGA COUNTY, N.Y.

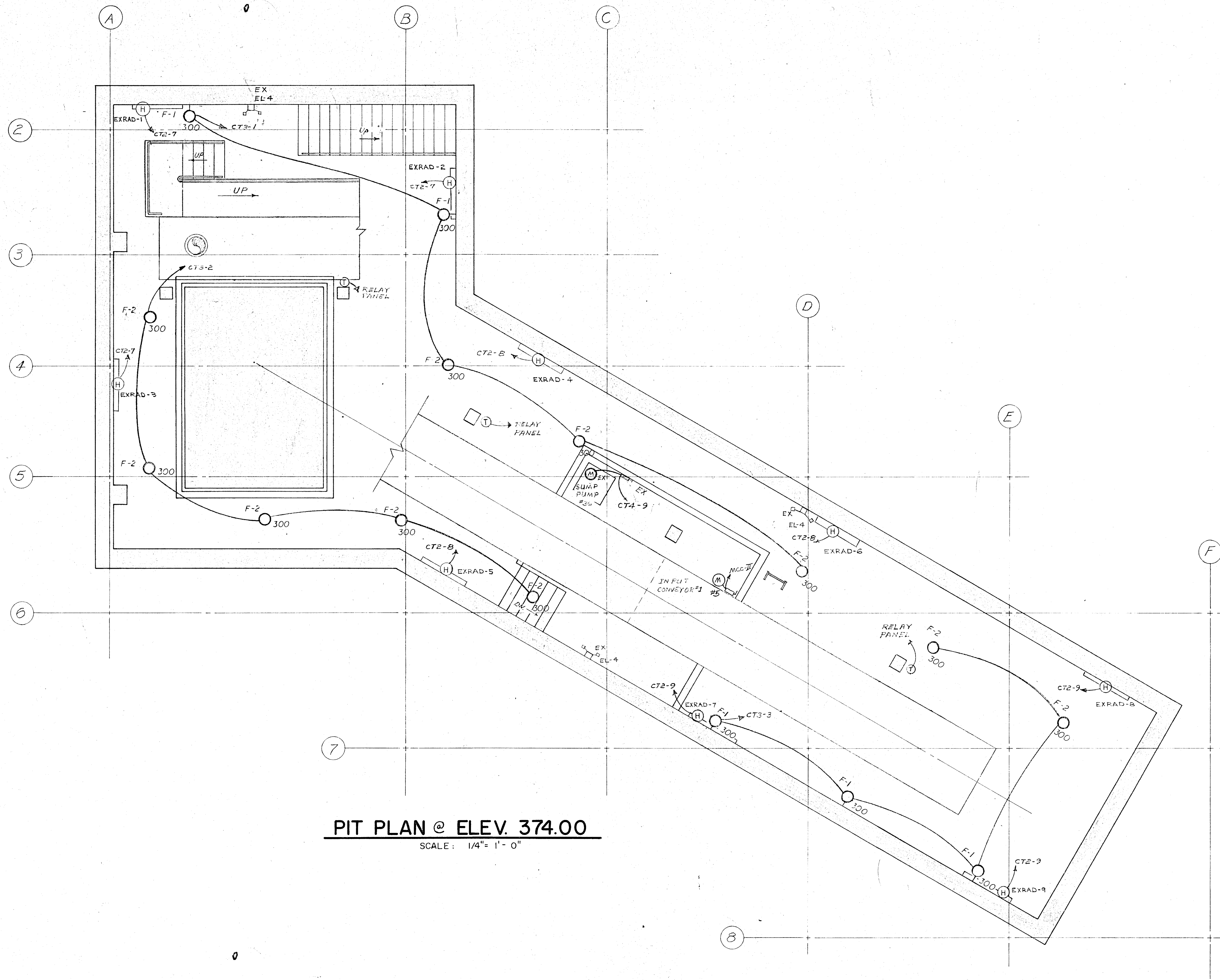
BARTON, BROWN, CLYDE & LOGUIDICE, P.C.
CONSULTING ENGINEERS & LAND SURVEYORS
NORTH SYRACUSE, NEW YORK

DATE: JUNE 29, 1974.
SCALE: AS SHOWN
FILE NO.: 55.2.9-72F

REVISIONS

E-2

IN CHARGE OF: P.D.L.
DESIGNED BY: P.D.L., J.P.S.
DRAWN BY: R.J.C.
CHECKED BY: P.P.

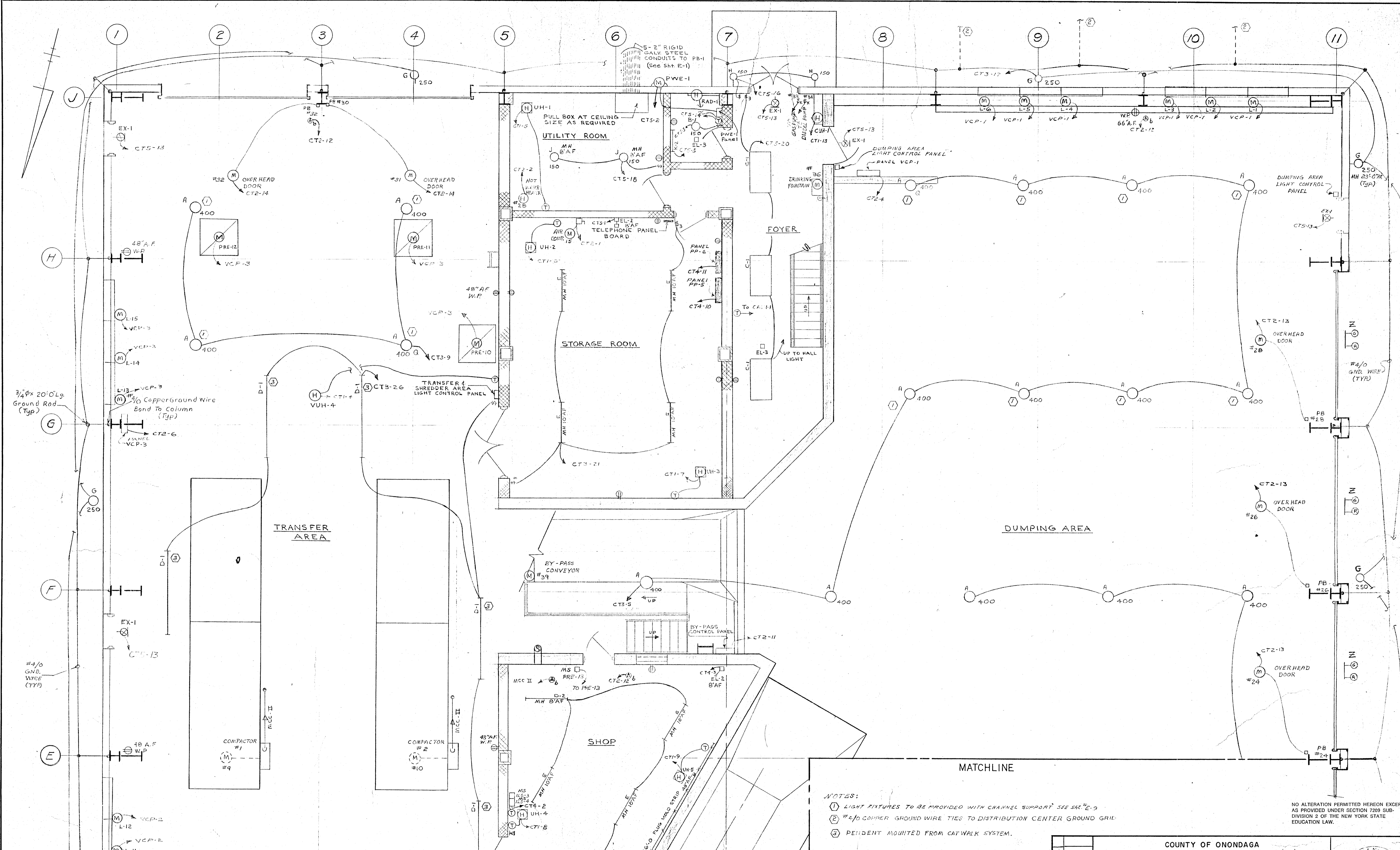


PIT PLAN @ ELEV. 374.00
 SCALE: 1/4" = 1' - 0"

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

IN CHARGE OF: P.D.L.
 DESIGNED BY: P.D.L., R.A.K., J.P.S.
 DRAWN BY: J.P.S., R.J.C.
 CHECKED BY: P.P.T.

| | | | |
|--|---------------------------|-----------------------|----|
| REVISIONS | COUNTY OF ONONDAGA | | |
| | LEY CREEK SHREDDING PLANT | | |
| | CONTRACT NO. 5B | | |
| | CONVEYOR PIT PLAN | | |
| TOWN OF SALINA | | ONONDAGA COUNTY, N.Y. | |
| BARTON, BROWN, CLYDE & LOGUIDICE, P.C. | | DATE: JUNE 29, 1974 | E5 |
| CONSULTING ENGINEERS & LAND SURVEYORS | | SCALE: AS SHOWN | |
| NORTH SYRACUSE, NEW YORK | | FILE NO.: 55.29-75F | |

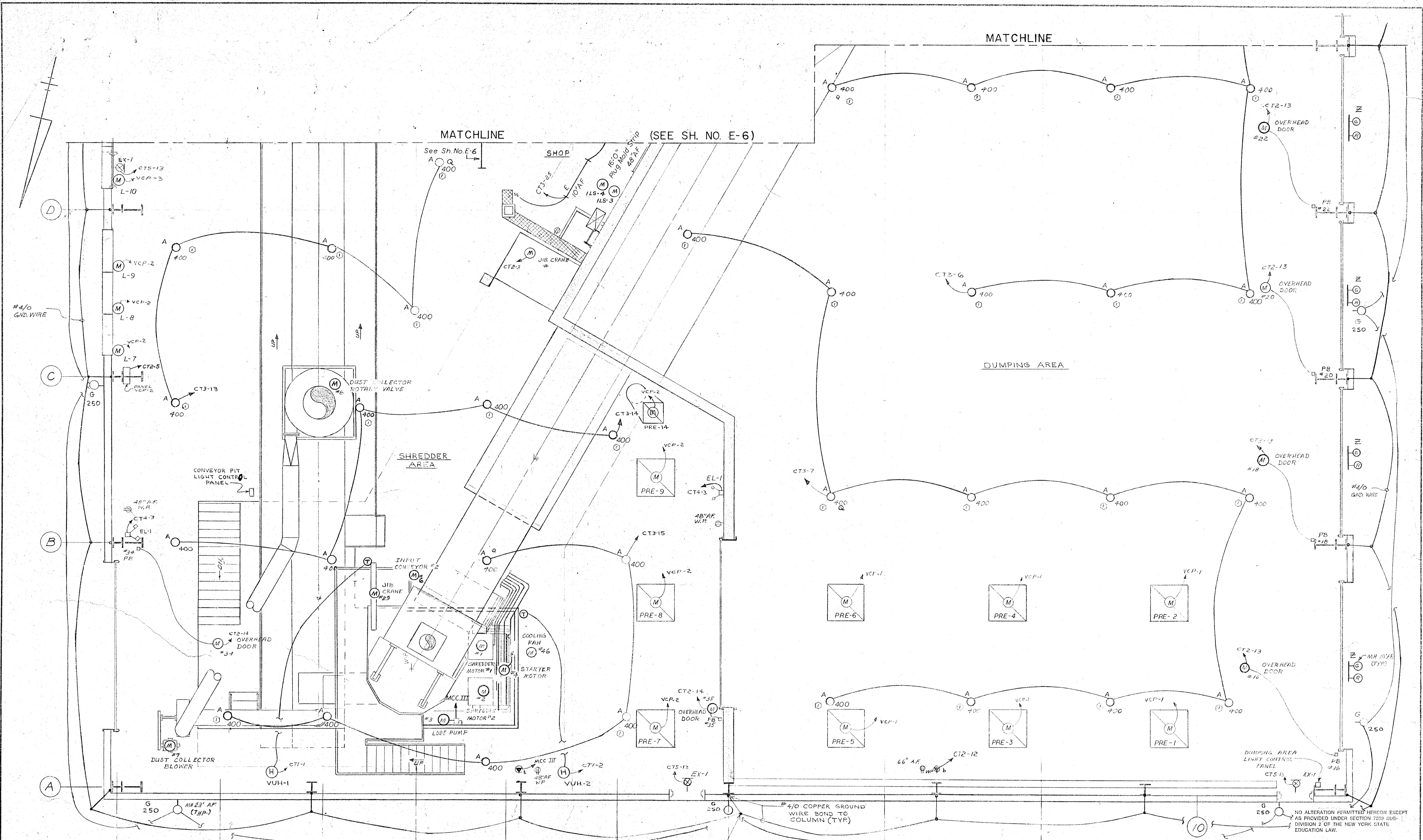


- NOTES:
- ① LIGHT FIXTURES TO BE PROVIDED WITH CHANNEL SUPPORT SEE SHT. E-9
 - ② #2/0 COPPER GROUND WIRE TIES TO DISTRIBUTION CENTER GROUND GRID
 - ③ PENDENT MOUNTED FROM CATWALK SYSTEM.

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

IN CHARGE OF: P.D.L.
 DESIGNED BY: P.D.L., R.A.K., J.P.S.
 DRAWN BY: F.N.K., R.J.C.
 CHECKED BY: P.D.L.

| | | |
|---|--|---|
| COUNTY OF ONONDAGA LEY CREEK SHREDDING PLANT CONTRACT NO. 5B MAIN FLOOR PLAN SOUTH END | | |
| TOWN OF SALINA ONONDAGA COUNTY, N.Y. BARTON, BROWN, CLYDE & LOGUIDICE, P.C. CONSULTING ENGINEERS & LAND SURVEYORS NORTH SYRACUSE, NEW YORK | | |
| REVISIONS | | DATE: JUNE 29, 1974 SCALE: 1/4" = 1'-0" FILE NO.: 55.29-76F |



IN CHARGE OF P.D.L.
 DESIGNED BY P.D.L., R.A.K., J.P.S.
 DRAWN BY F.N.K., J.R.S.
 CHECKED BY P.V.X.

NOTES:
 ① LIGHT FIXTURES TO BE PROVIDED WITH CHANNEL SUPPORT, SEE SH. E-9

| | | |
|--|--|------------|
| COUNTY OF ONONDAGA LEY CREEK SHREDDING PLANT CONTRACT NO.5B MAIN FLOOR PLAN NORTH END | | |
| | | |
| DATE: JUNE 29, 1974. SCALE: 1/4" = 1' - 0" FILE NO.: 55,29-77F | | E-7 |

C D E F G H J 1

2

3

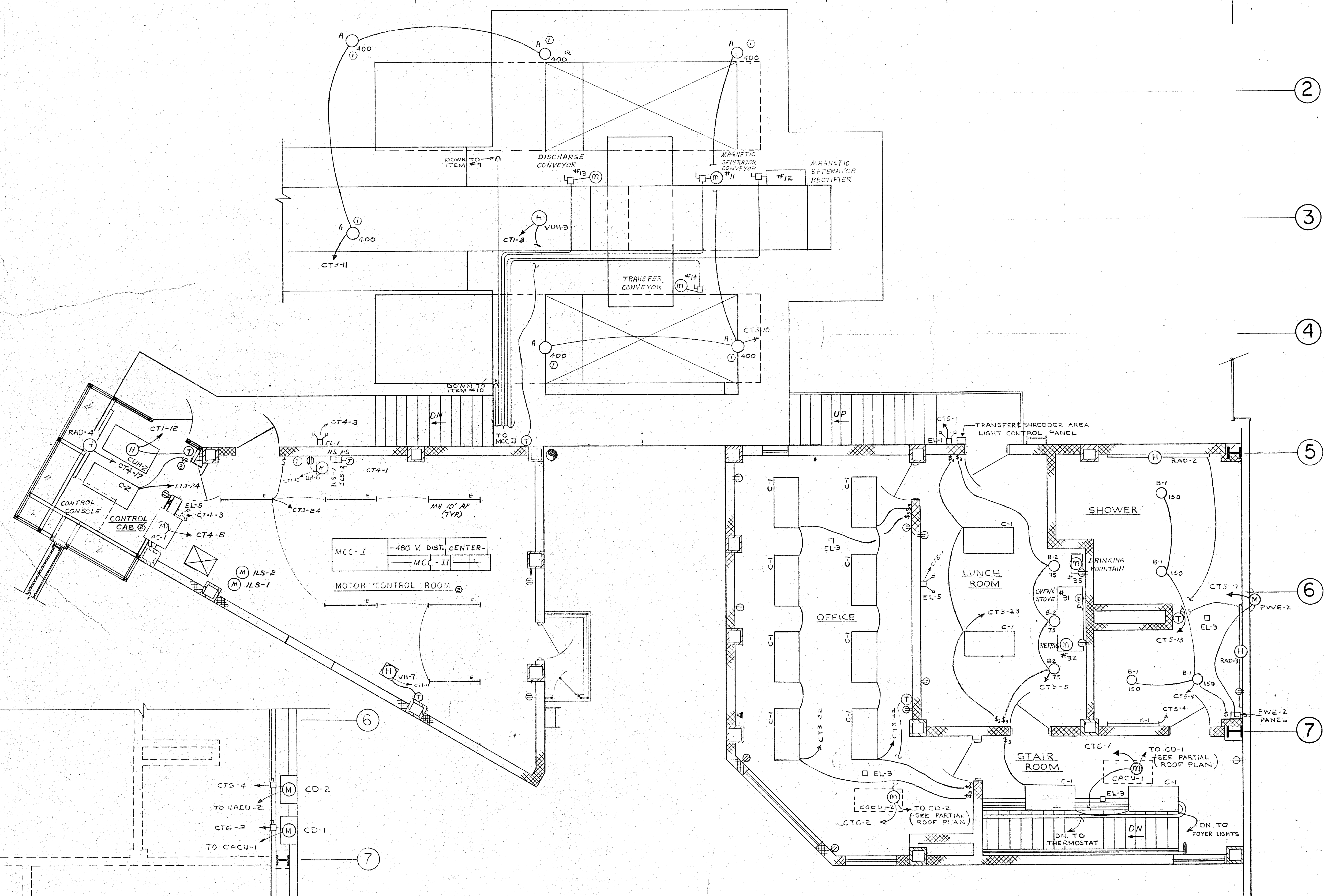
4

5

6

7

8



SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"

NOTES

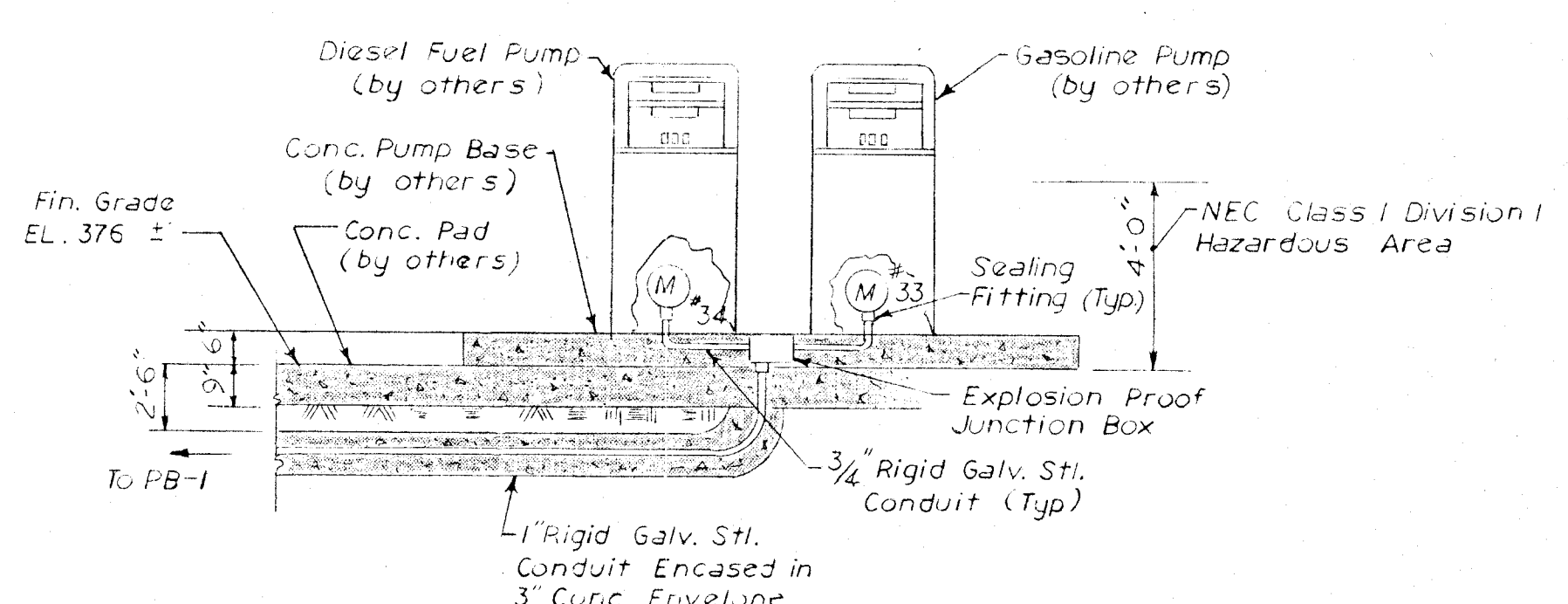
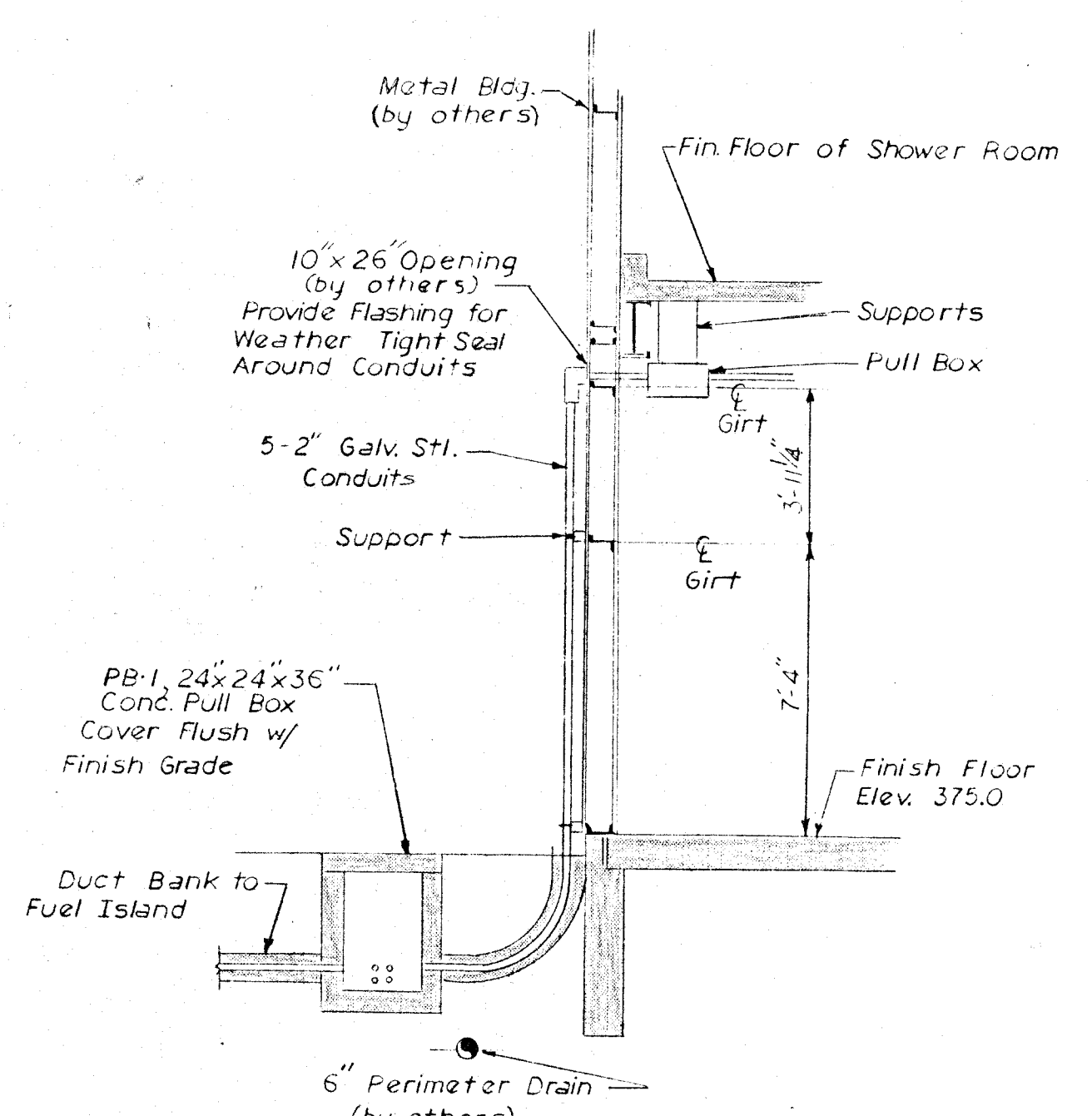
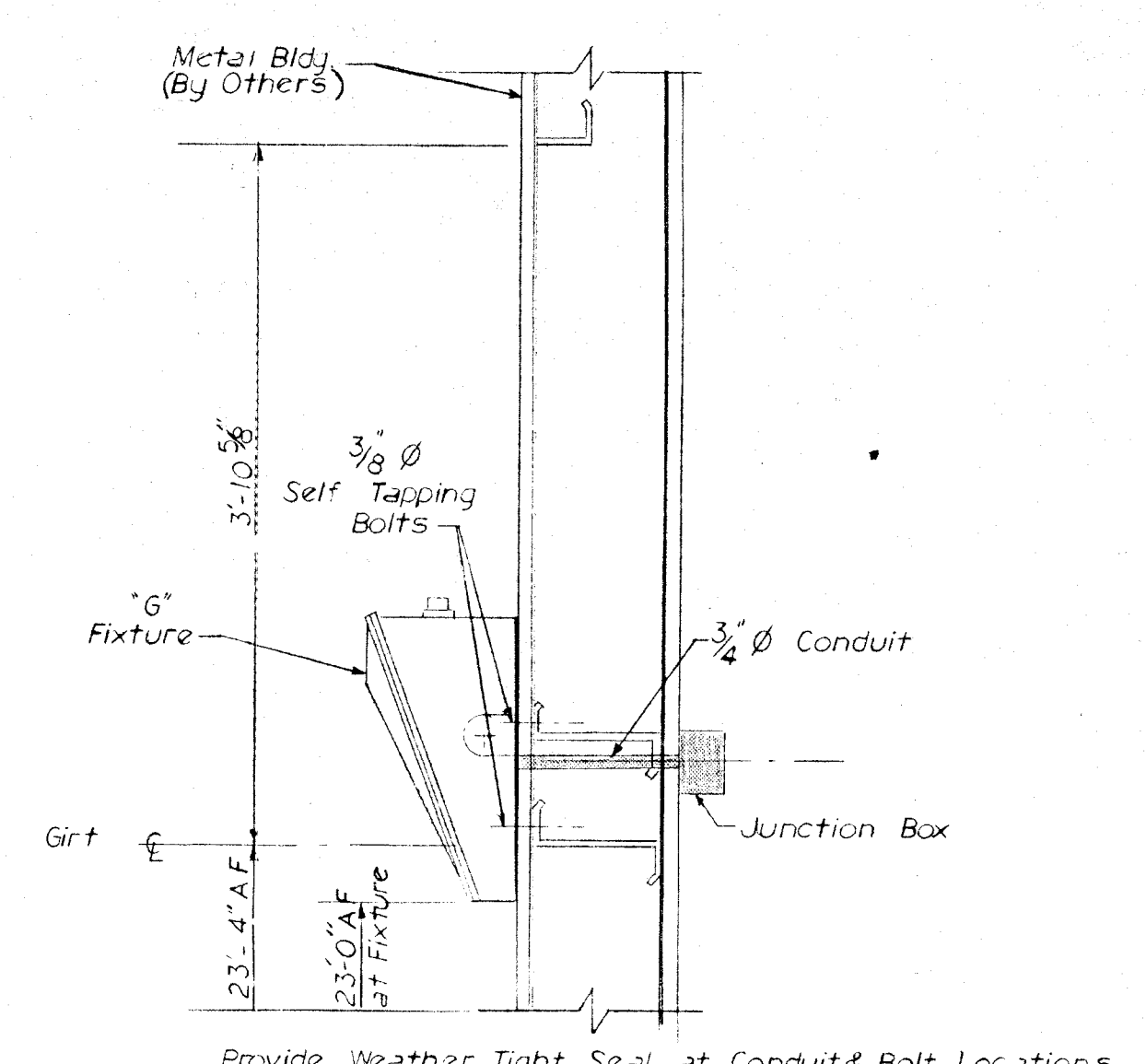
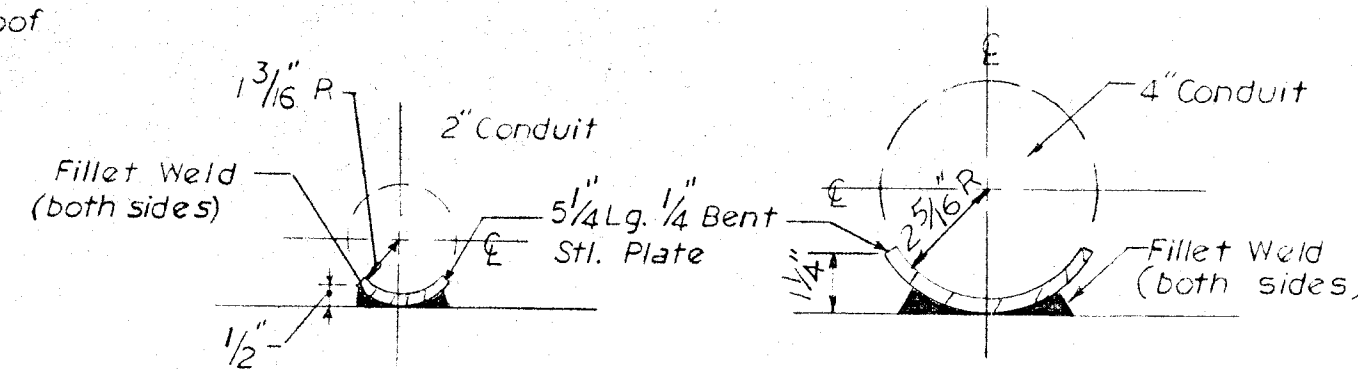
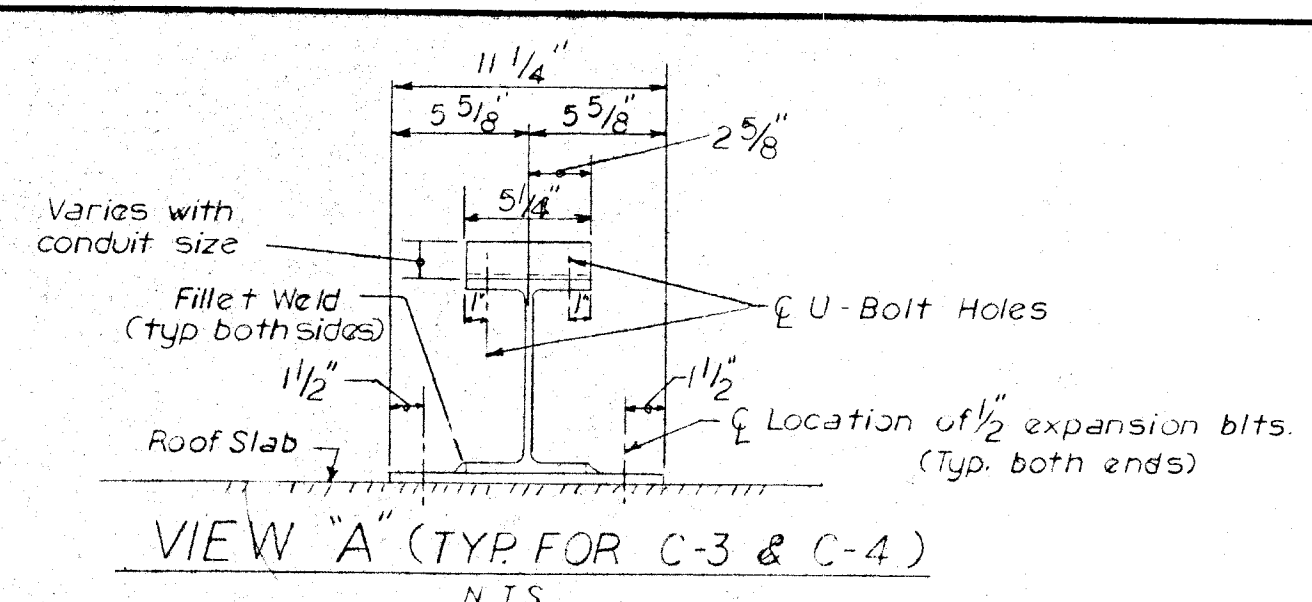
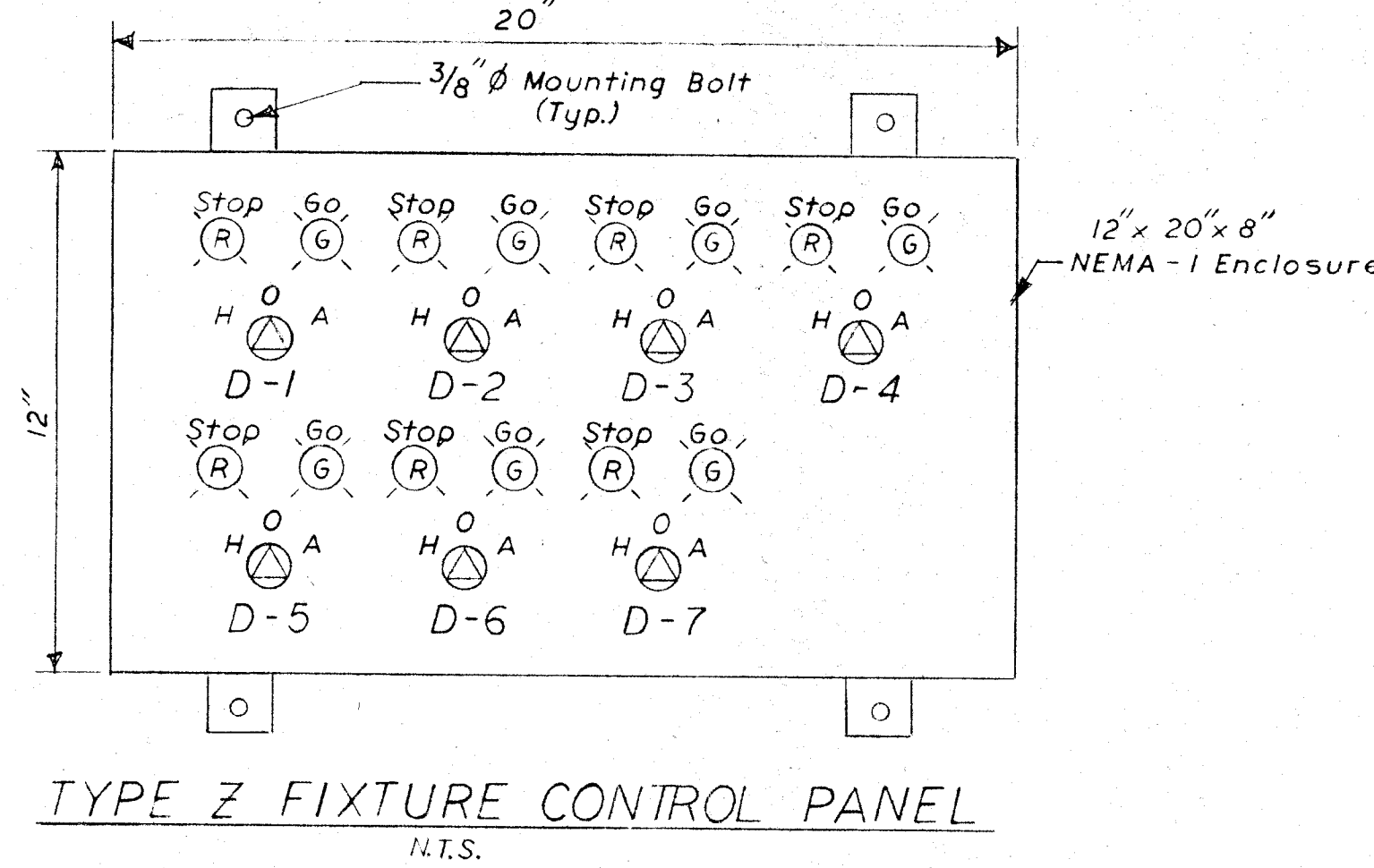
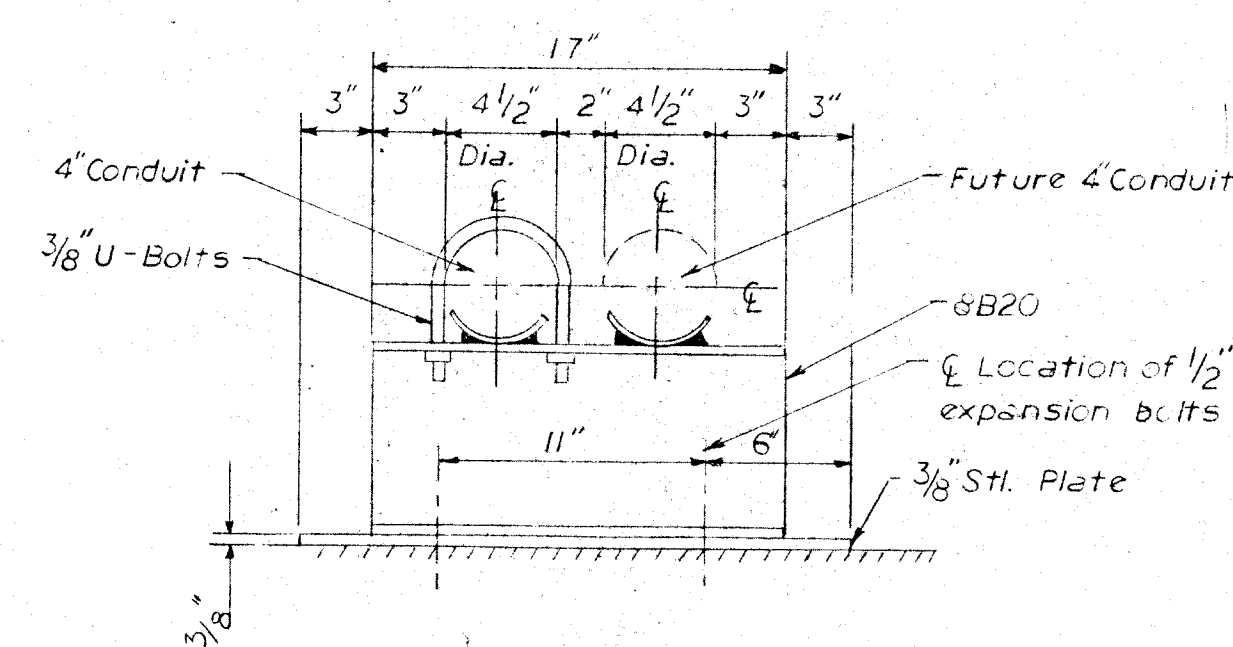
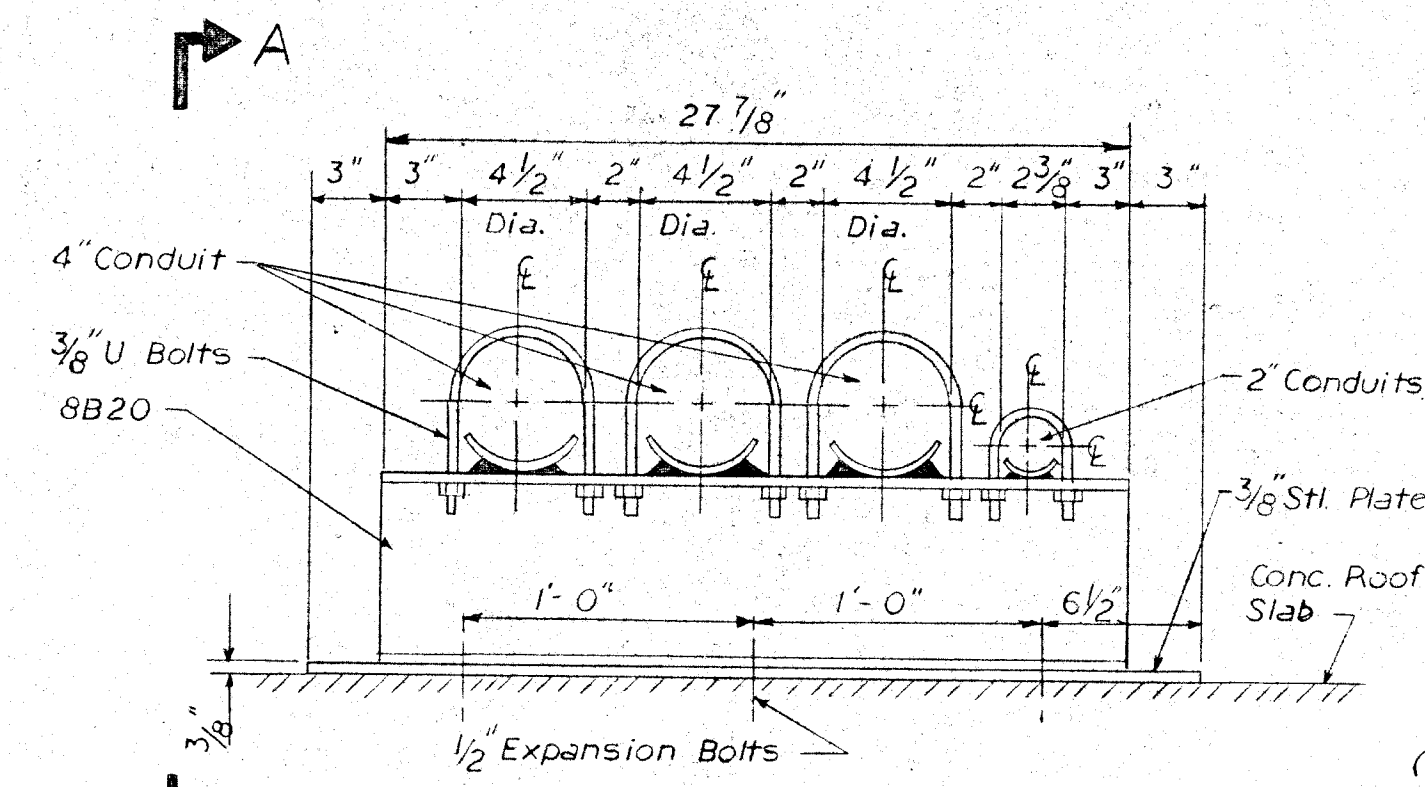
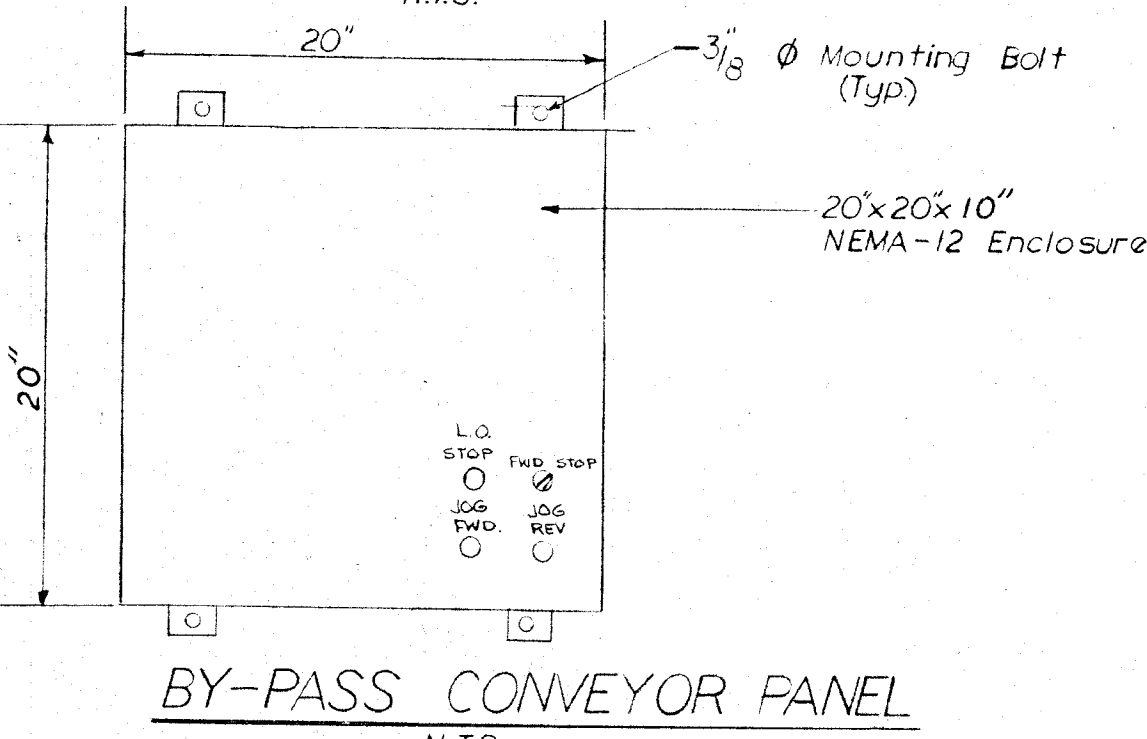
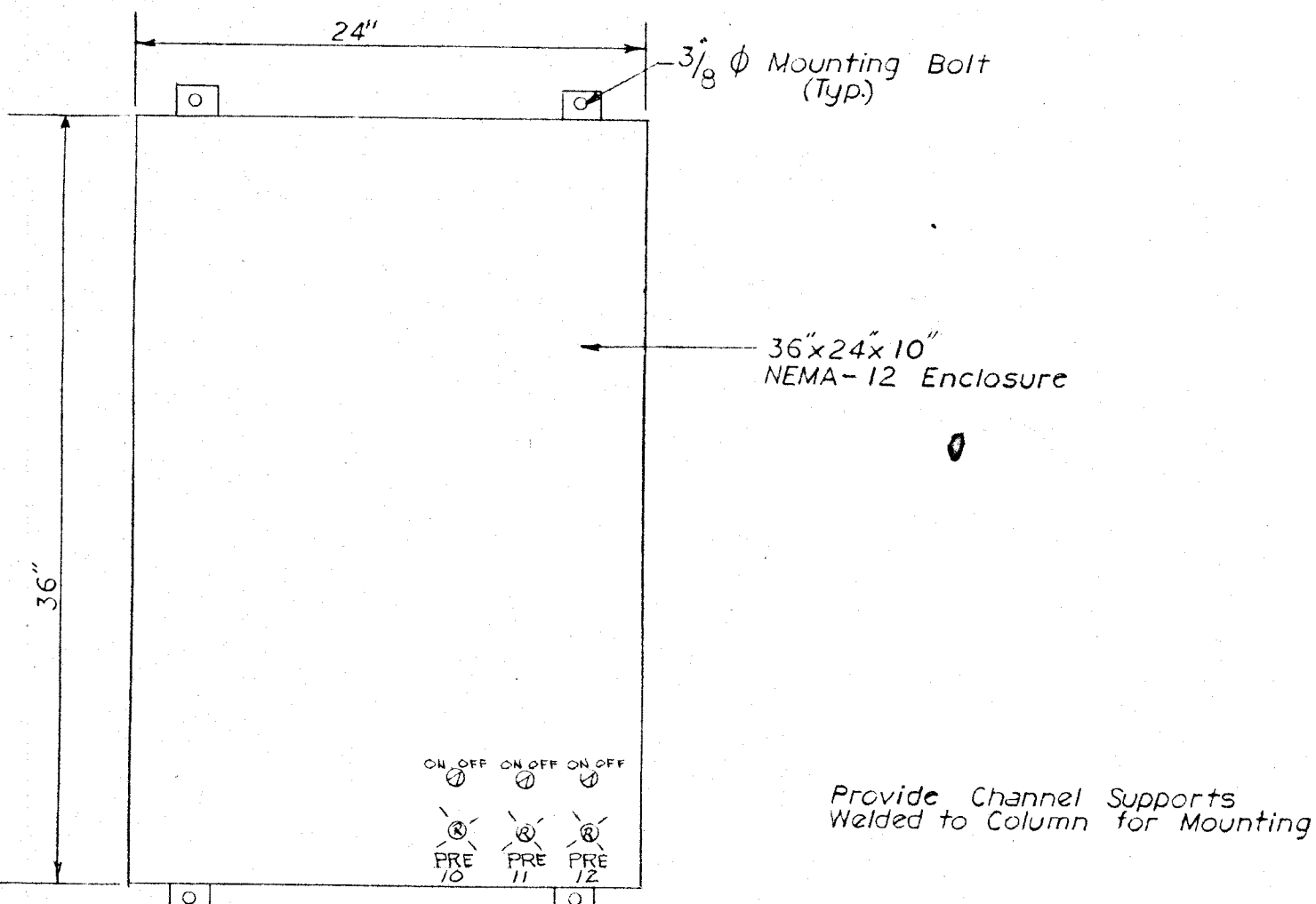
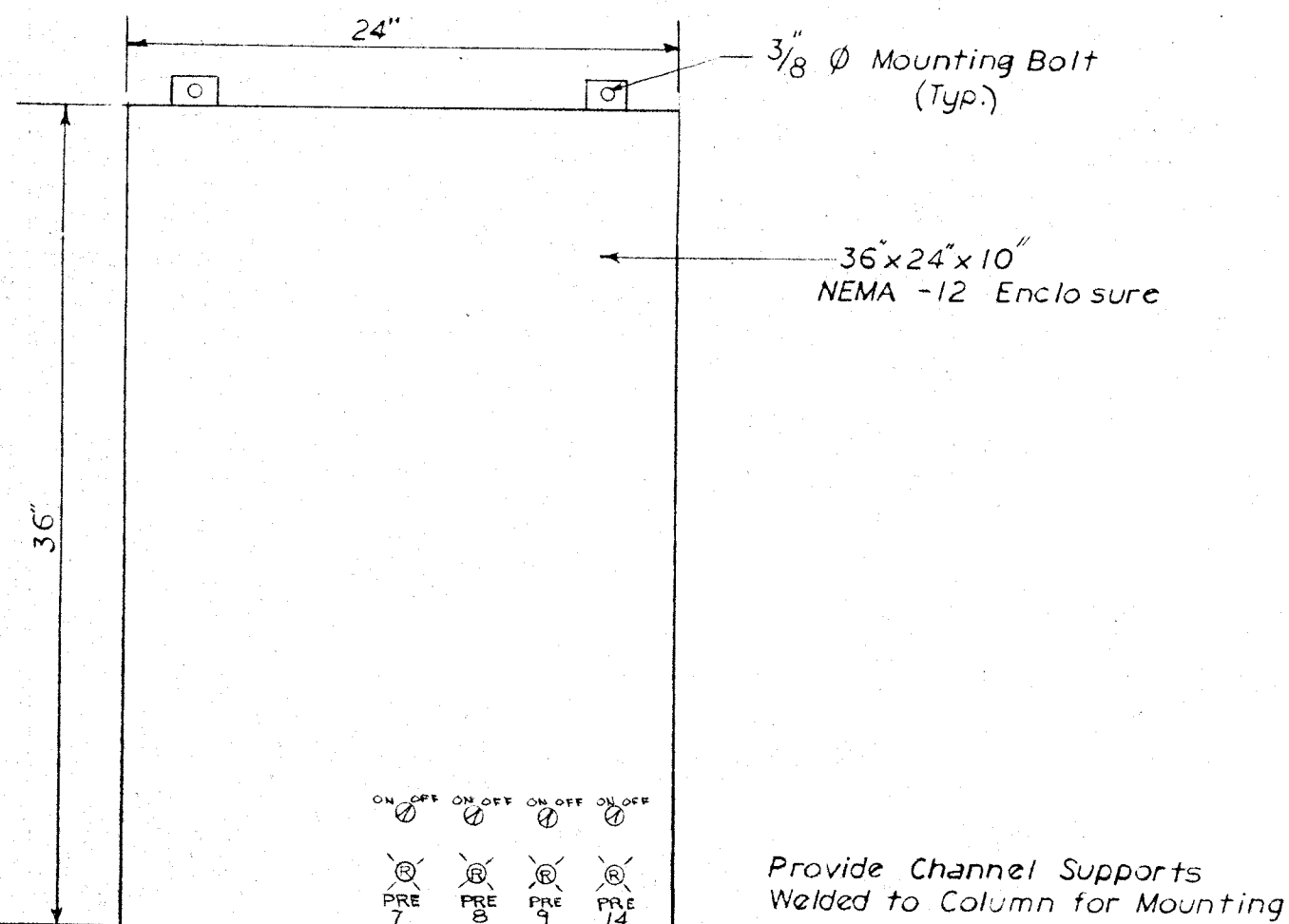
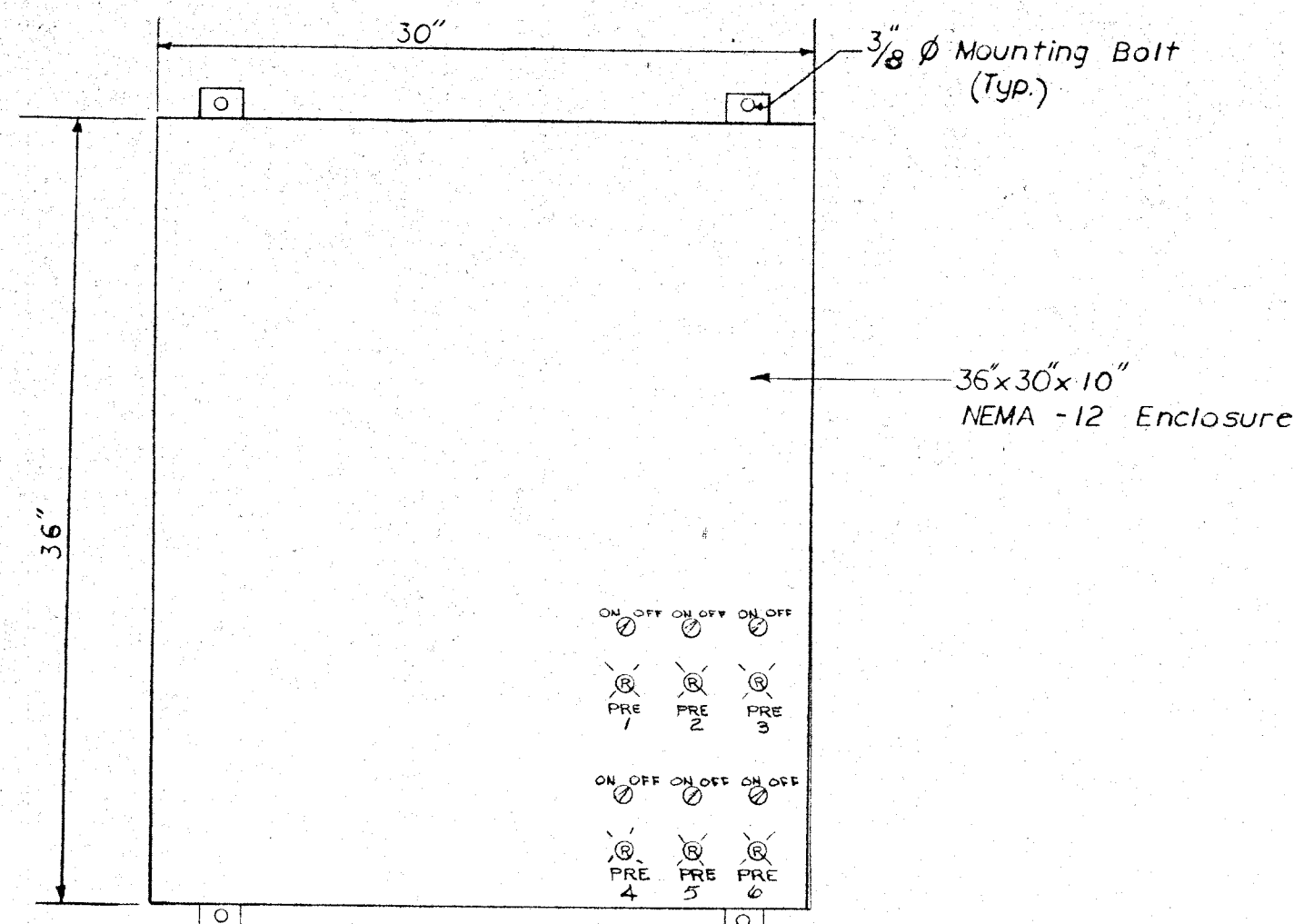
- ① LIGHT FIXTURE TO BE PROVIDED WITH CHANNEL SUPPORT SEE SH #2-7
- ② SEE SH #E-3 FOR ENLARGED PLAN OF MCC ROOM & CONTROL CAB.
- ③ DIMMER CONTROL.

PARTIAL PLAN
OFFICE & STORAGE AREA ROOF
SCALE: 1/2" = 1'-0"

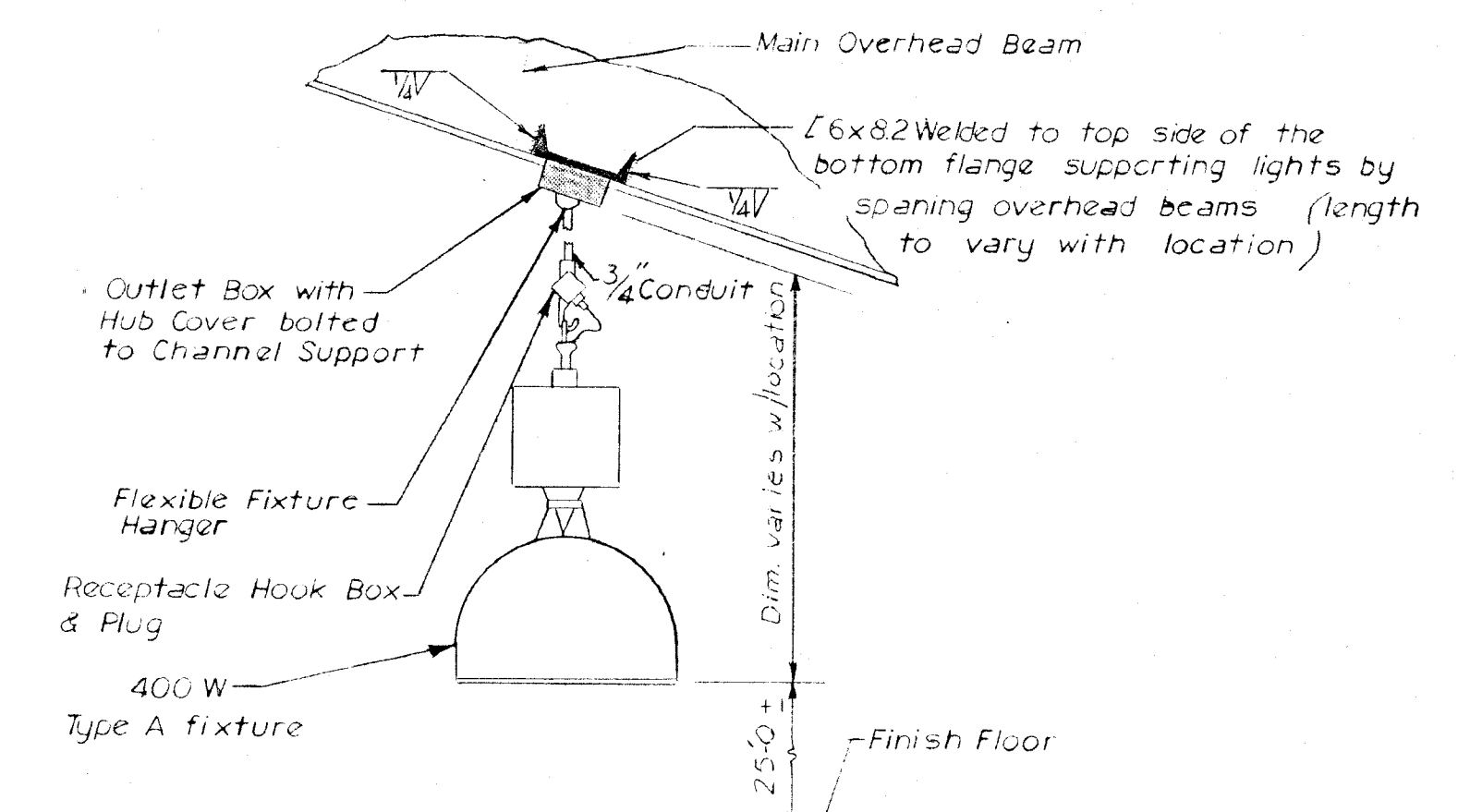
IN CHARGE OF: PDL
DESIGNED BY: PDL, JPS, RAK
DRAWN BY: R.J.C., JPS
CHECKED BY: PDL

| | | |
|---|-----------|------------|
| COUNTY OF ONONDAGA LEY CREEK SHREDDING PLANT CONTRACT NO.5B SECOND FLOOR PLAN | | |
| TOWN OF SALINA ONONDAGA COUNTY, N.Y. | | |
| BARTON, BROWN, CLYDE & LOGUIDICE, P.C. CONSULTING ENGINEERS & LAND SURVEYORS NORTH SYRACUSE, NEW YORK | | E-8 |
| DATE: JUNE 29, 1974 SCALE: AS SHOWN FILE NO.: 55.29-78F | REVISIONS | |

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

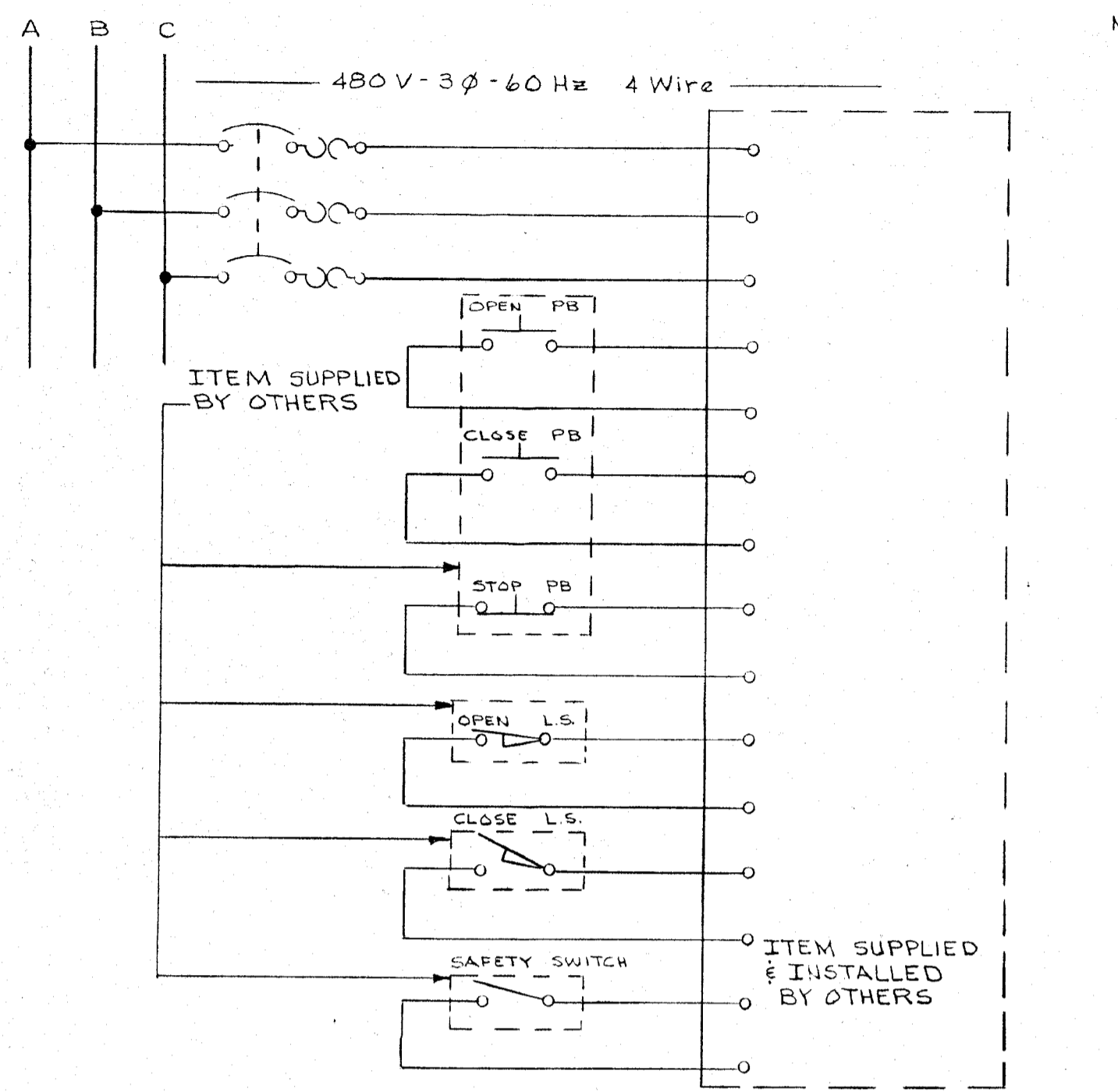


- NOTE
1. Coordinate duct bank and conduit installation with General Construction, Contract 5A.
 2. Sealing fitting to be used in run at PB-1
 3. All Electrical work in this area to conform with NEC Article 514.

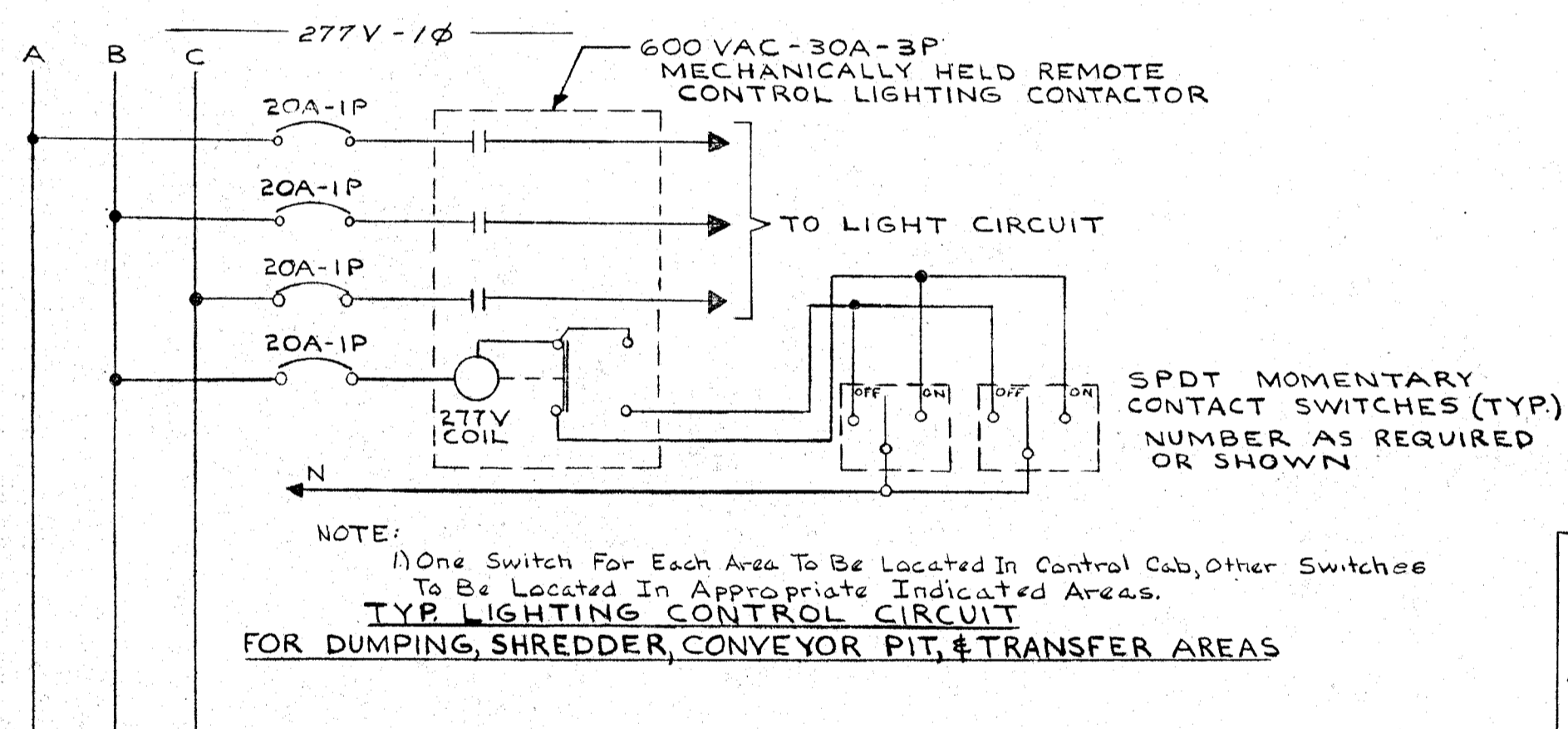


| | | | |
|--|--|---------------------------------------|--|
| COUNTY OF ONONDAGA | | DATE: JUNE 29, 1974 | |
| LEY CREEK SHREDDING PLANT | | SCALE: AS SHOWN | |
| CONTRACT NO. 5B | | FILE NO.: 55-29-79F | |
| MISCELLANEOUS DETAILS | | TOWN OF SALINA ONONDAGA COUNTY, N.Y. | |
| BARTON, BROWN, CLYDE & LOGUIDICE, P.C. | | CONSULTING ENGINEERS & LAND SURVEYORS | |
| NORTH SYRACUSE, NEW YORK | | REVISIONS | |

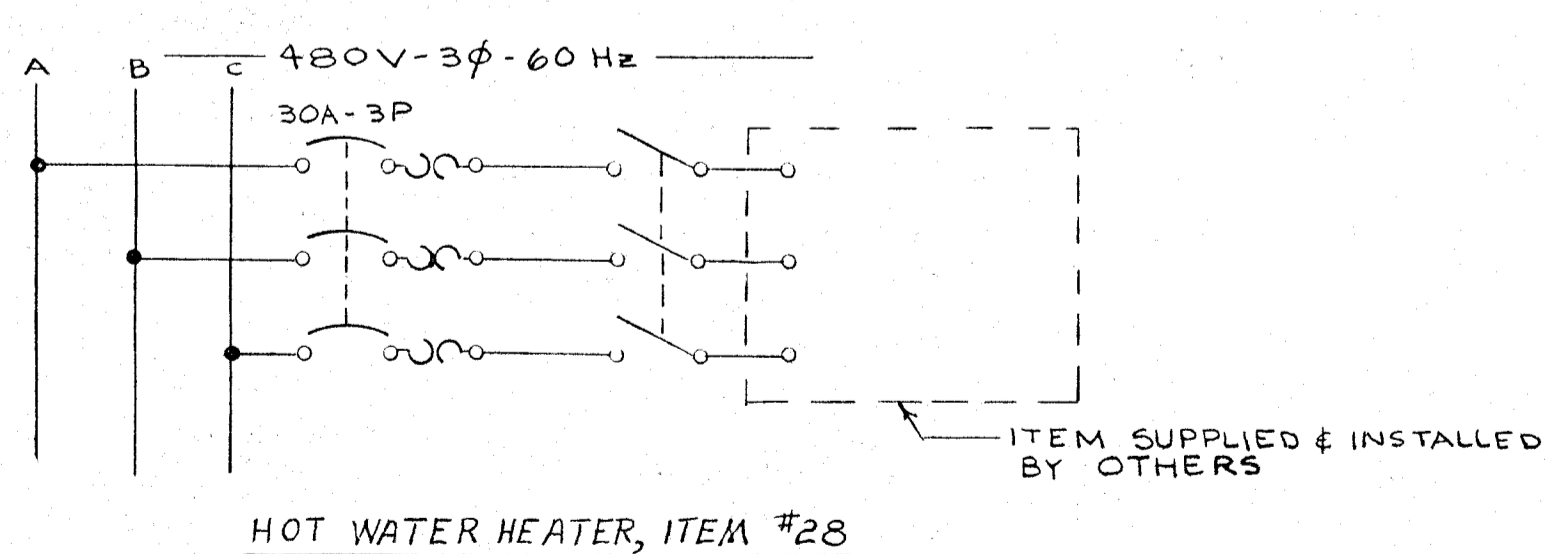
IN CHARGE OF: PDL
 DESIGNED BY: JPS, PDL
 DRAWN BY: RJC, MTK
 CHECKED BY: PDX



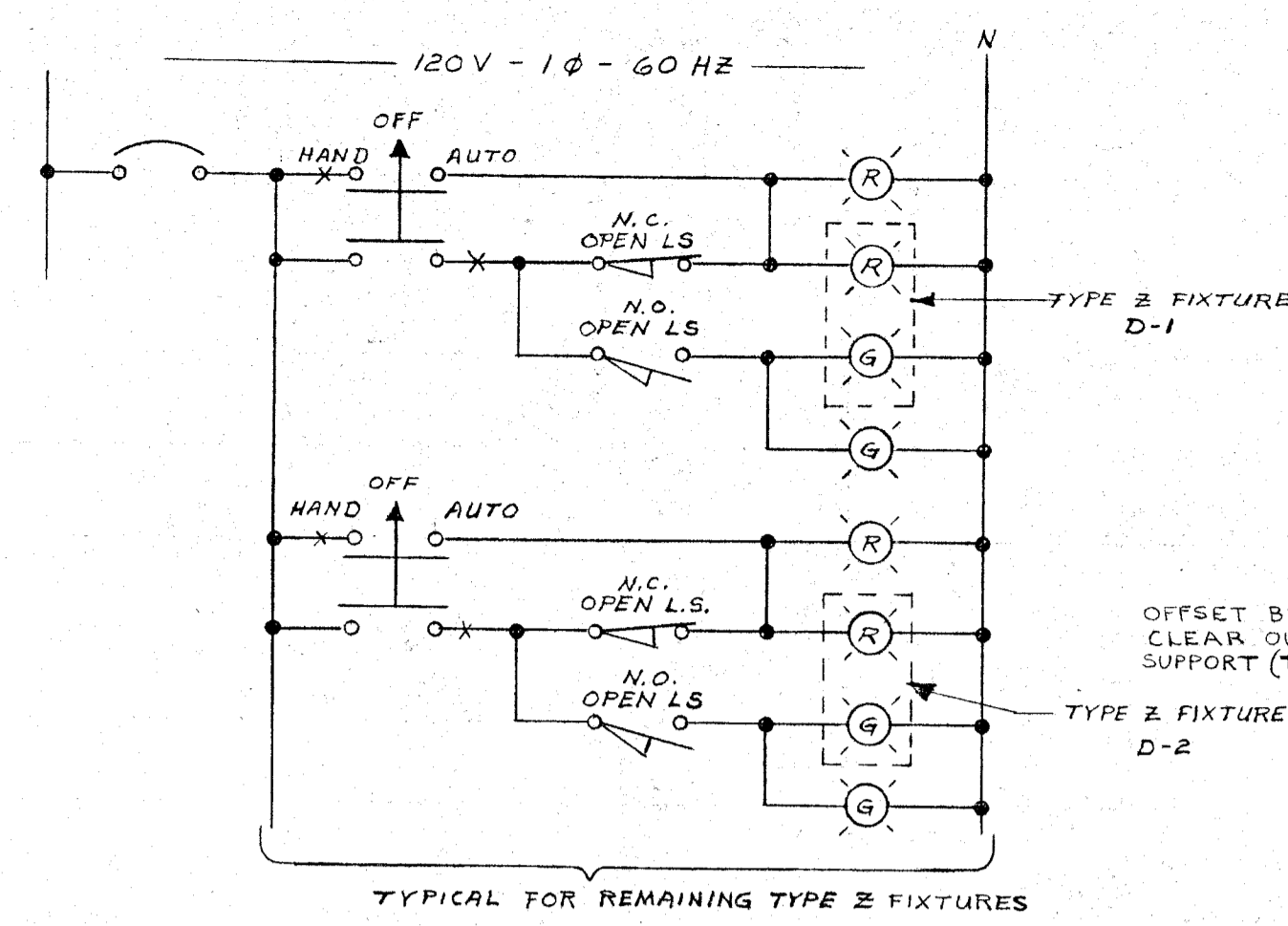
TYP OVERHEAD DOOR, ITEMS 16,17,18,19,20,21,22,23,24,25, & 26



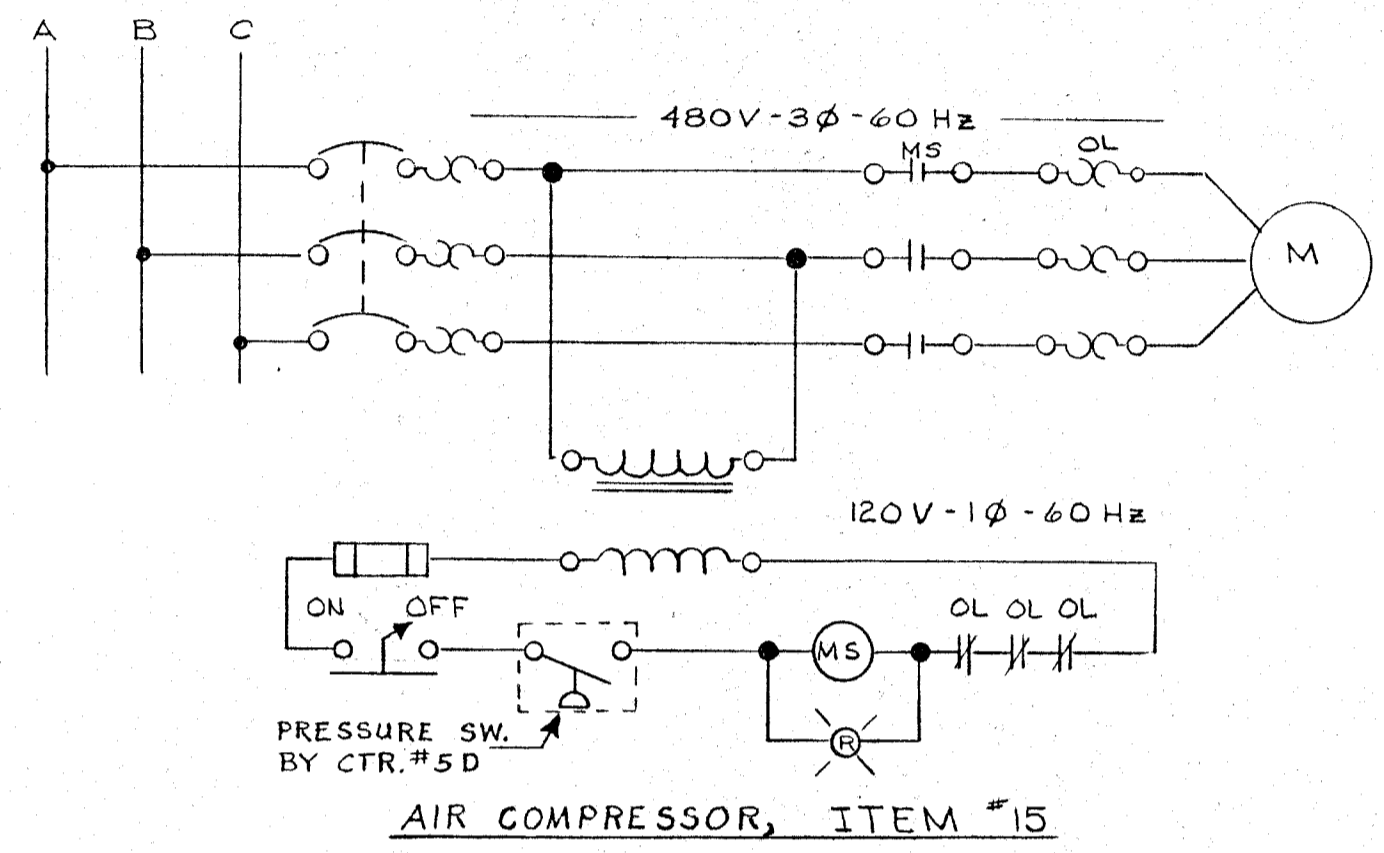
TYP LIGHTING CONTROL CIRCUIT FOR DUMPING, SHREDDER, CONVEYOR PIT, & TRANSFER AREAS



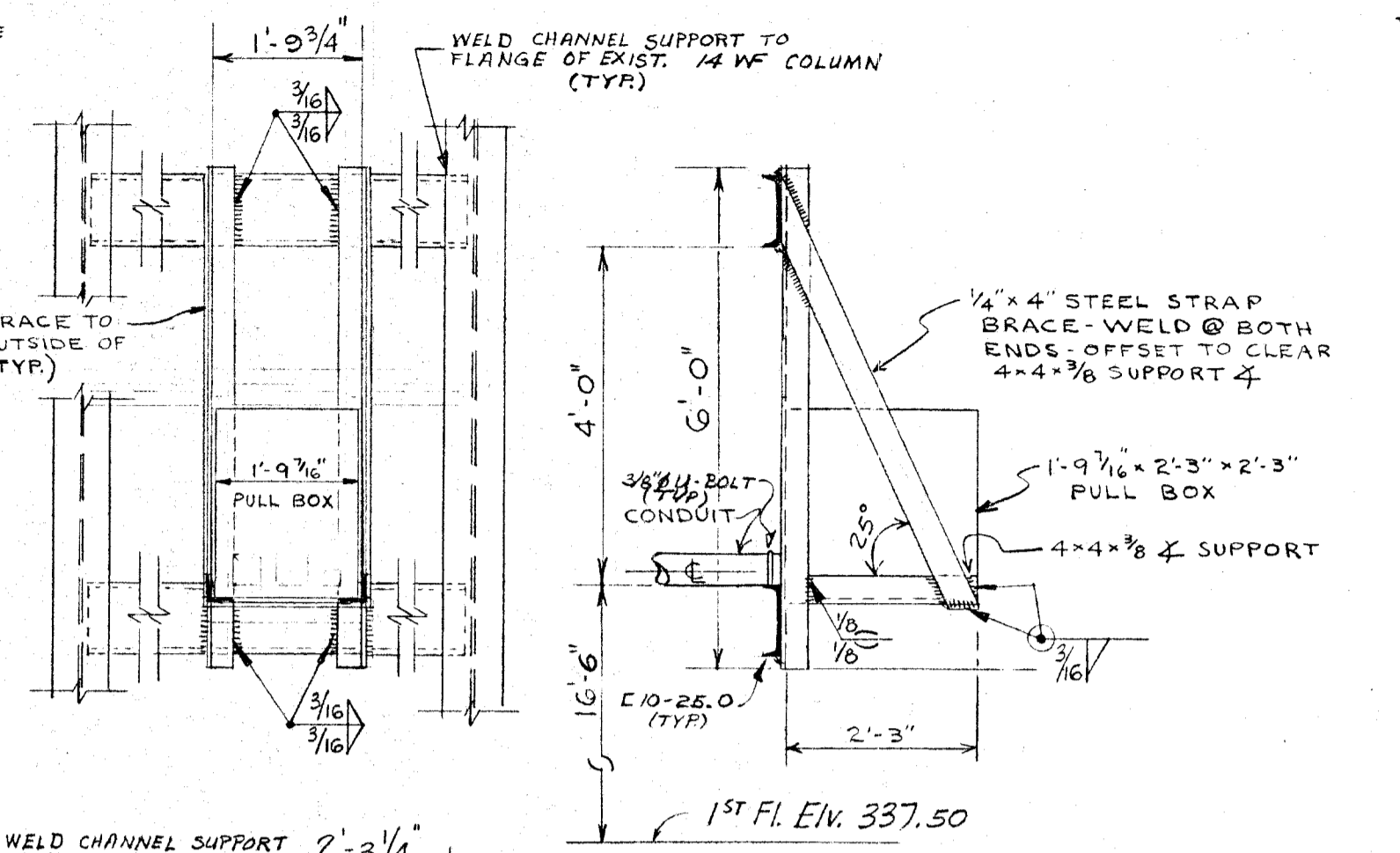
HOT WATER HEATER, ITEM #28



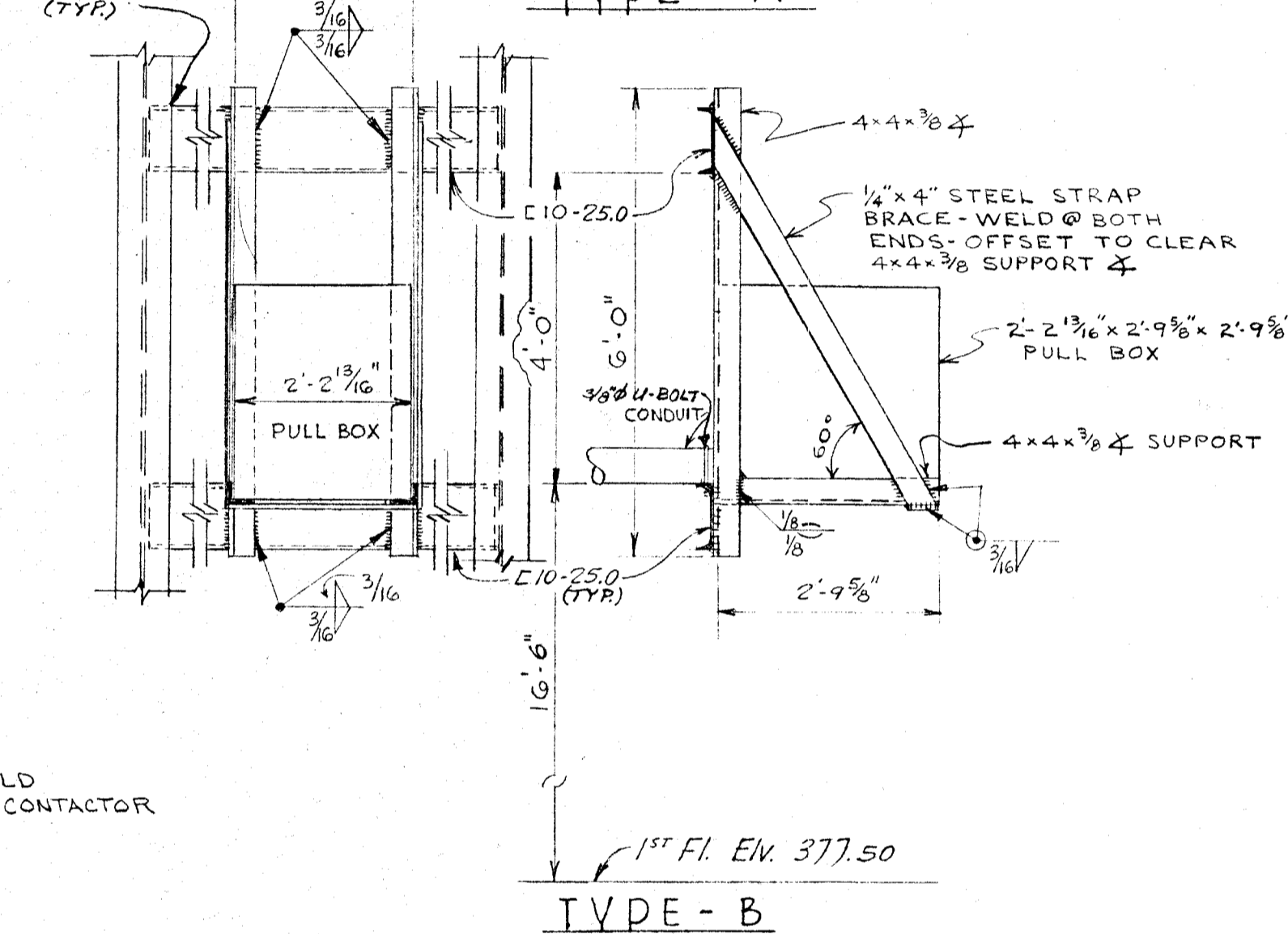
TYP. TYPE Z FIXTURE CONTROL



AIR COMPRESSOR, ITEM #15

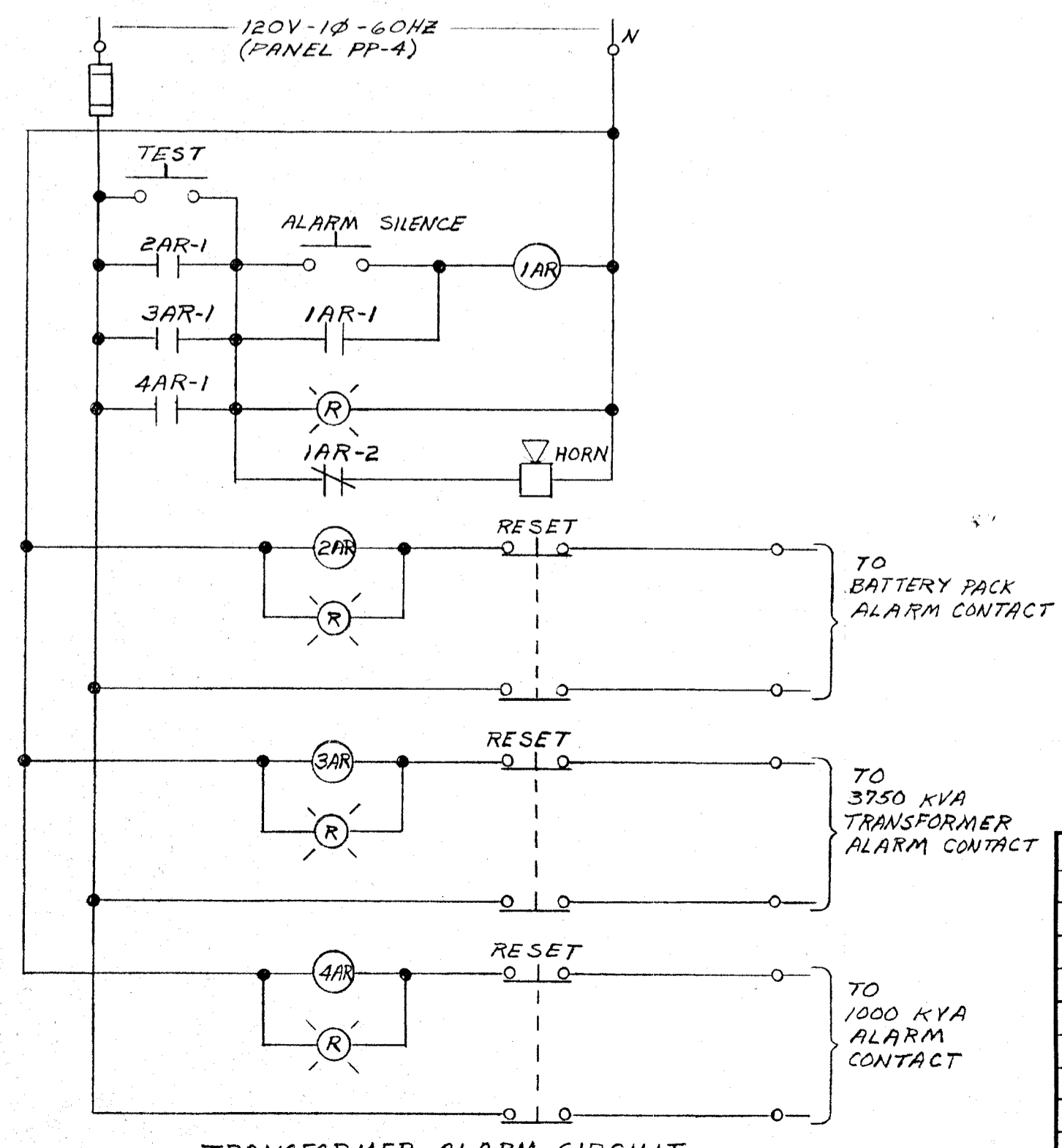


TYPE - A

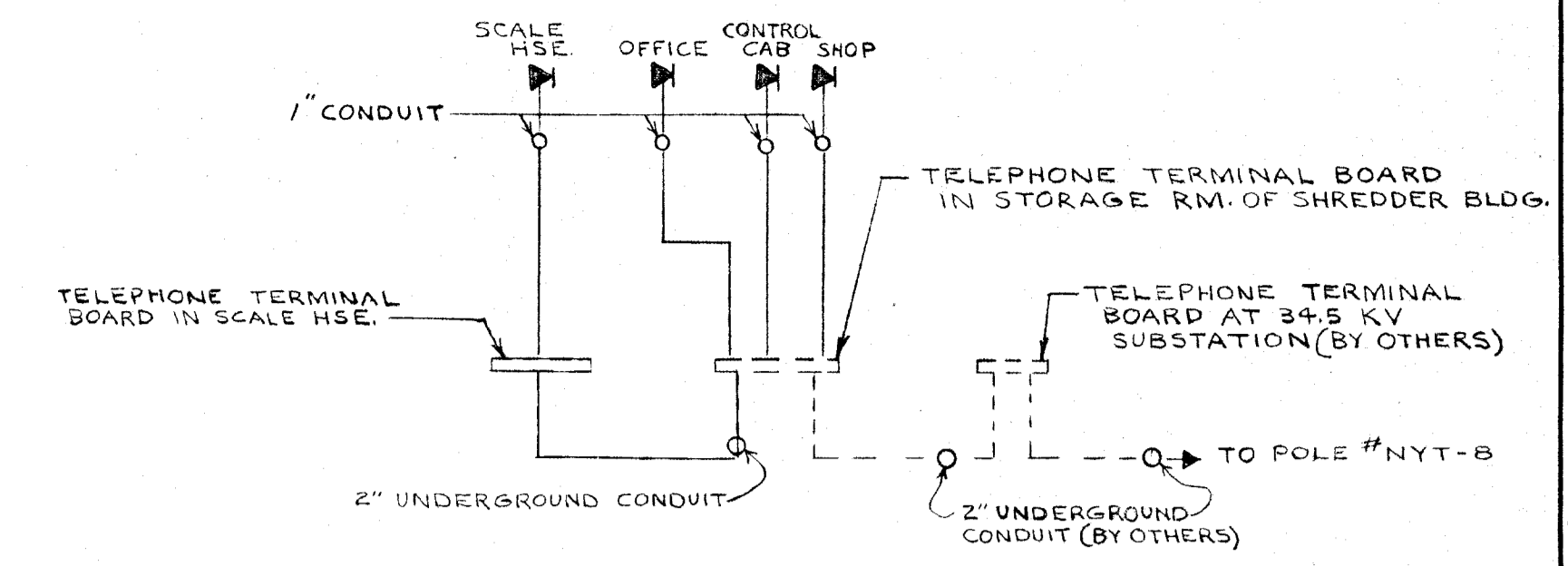


TYPE - B

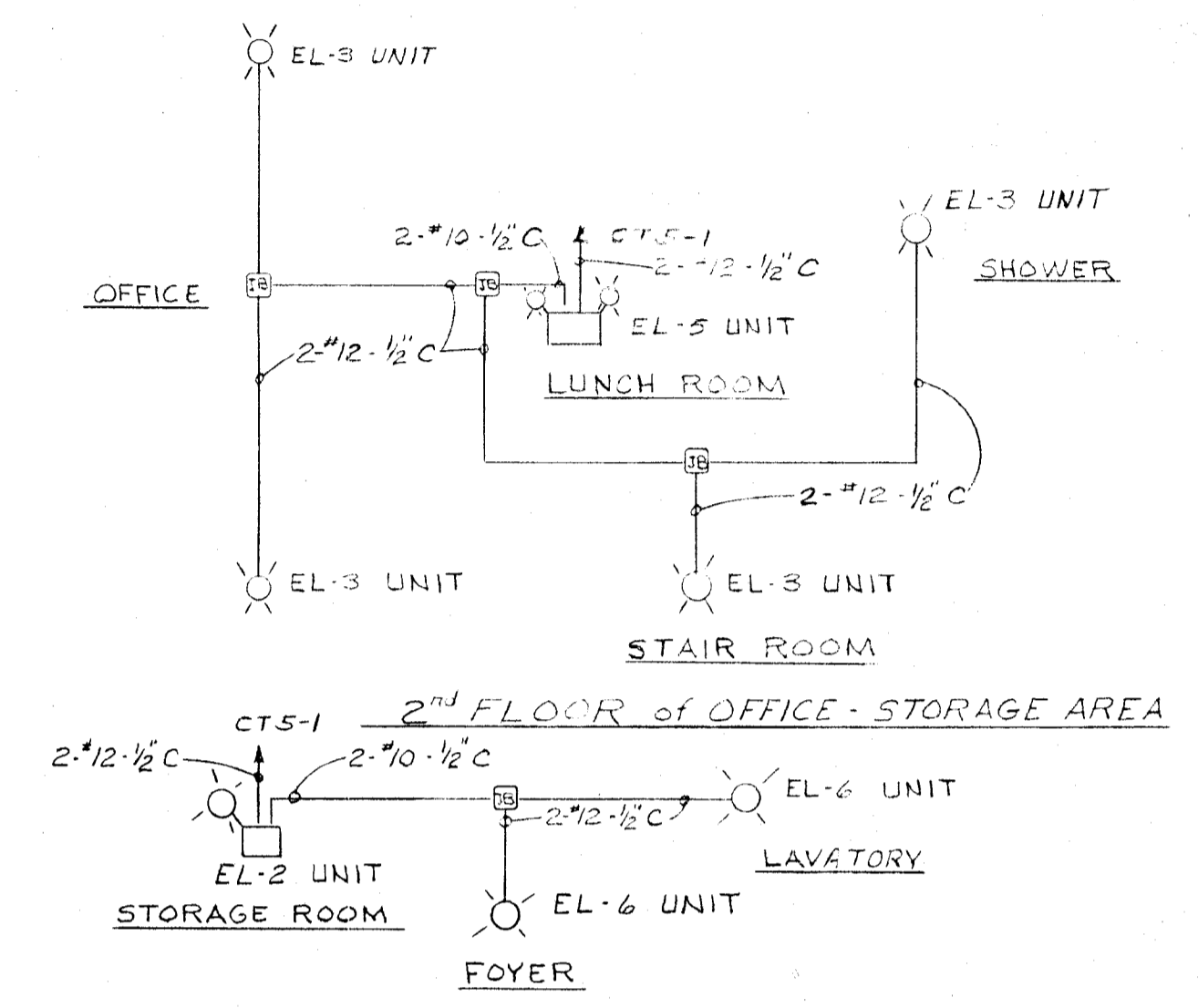
PRIMARY SERVICE PULL BOXES (See Sheet E2 for Location) SCALE: 1/2"=1'-0"



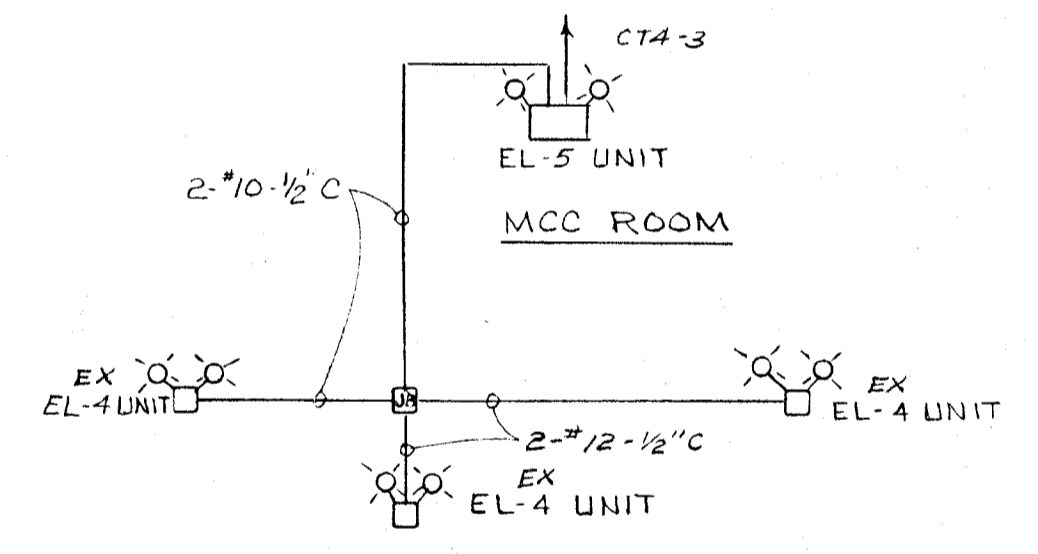
TRANSFORMER ALARM CIRCUIT



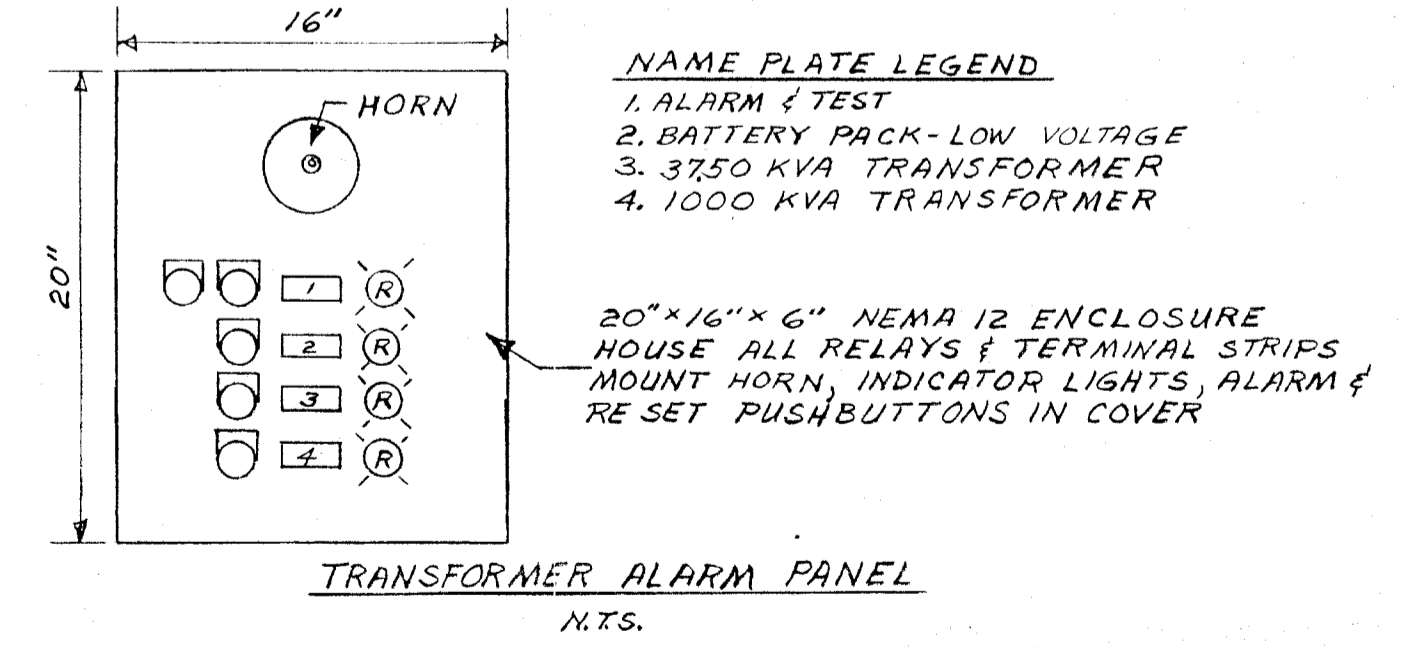
TELEPHONE SERVICE SCHEMATIC N.T.S.



1ST FLOOR OF OFFICE - STORAGE AREA



CONVEYOR PIT PARTIAL EMERGENCY LIGHTING SCHEMATICS N.T.S.



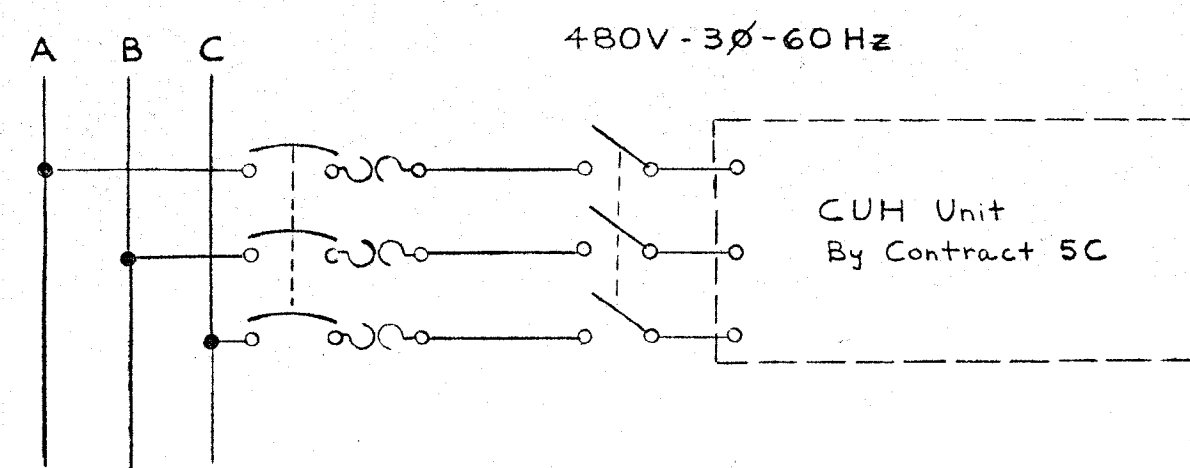
TRANSFORMER ALARM PANEL N.T.S.

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

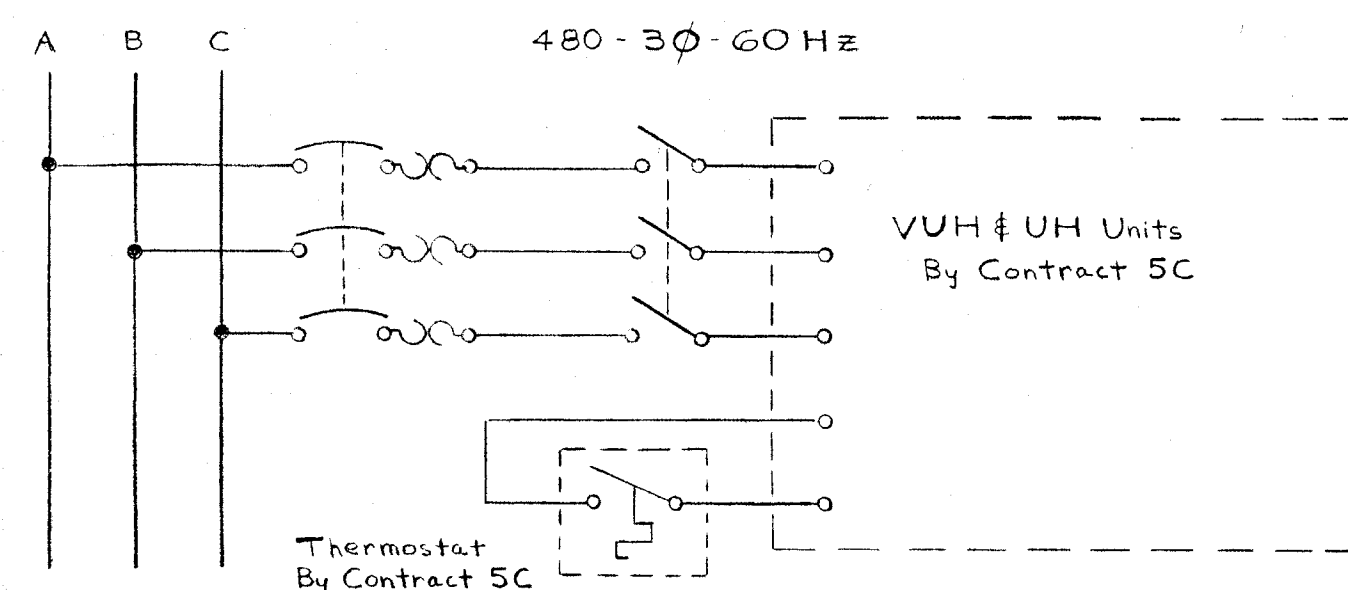
COUNTY OF ONONDAGA
LEY CREEK SHREDDING PLANT
 CONTRACT NO. 5B
MISCELLANEOUS DETAILS
 TOWN OF SALINA ONONDAGA COUNTY, N.Y.
 BARTON, BROWN, CLYDE & LOGUIDICE, CONSULTING ENGINEERS & LAND SURVEYORS, NORTH SYRACUSE, NEW YORK
 DATE: JUNE 29, 1974
 SCALE: AS SHOWN
 FILE NO.: 55.29-80F

IN CHARGE OF: P.D.L.
 DESIGNED BY: R.A.K., J.P.S.
 DRAWN BY: J.P.S., M.T.K.
 CHECKED BY: P.D.L.

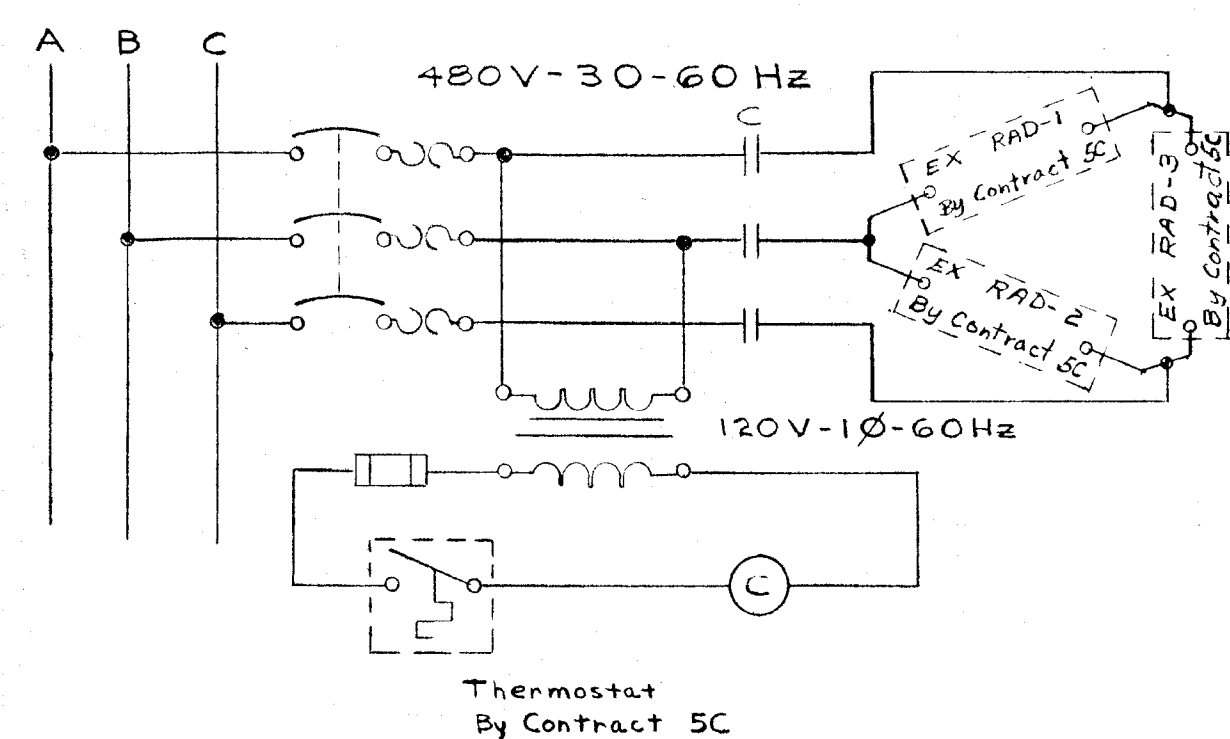
E-10



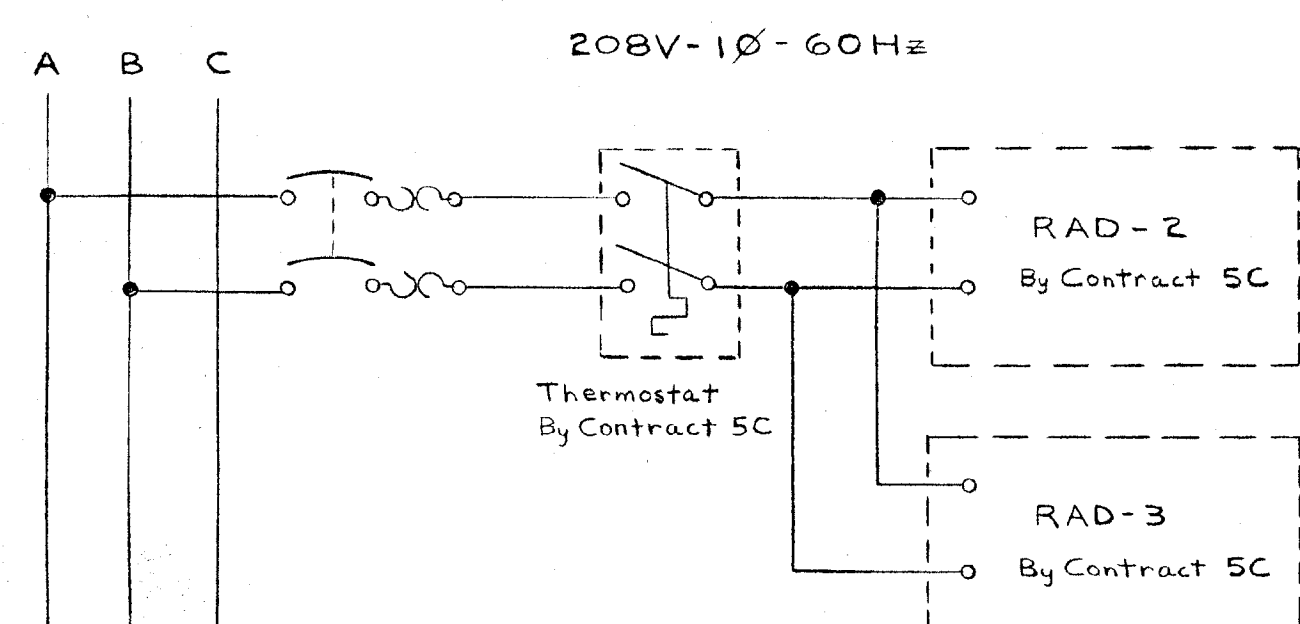
TYPICAL FOR ITEMS CUH-1#2



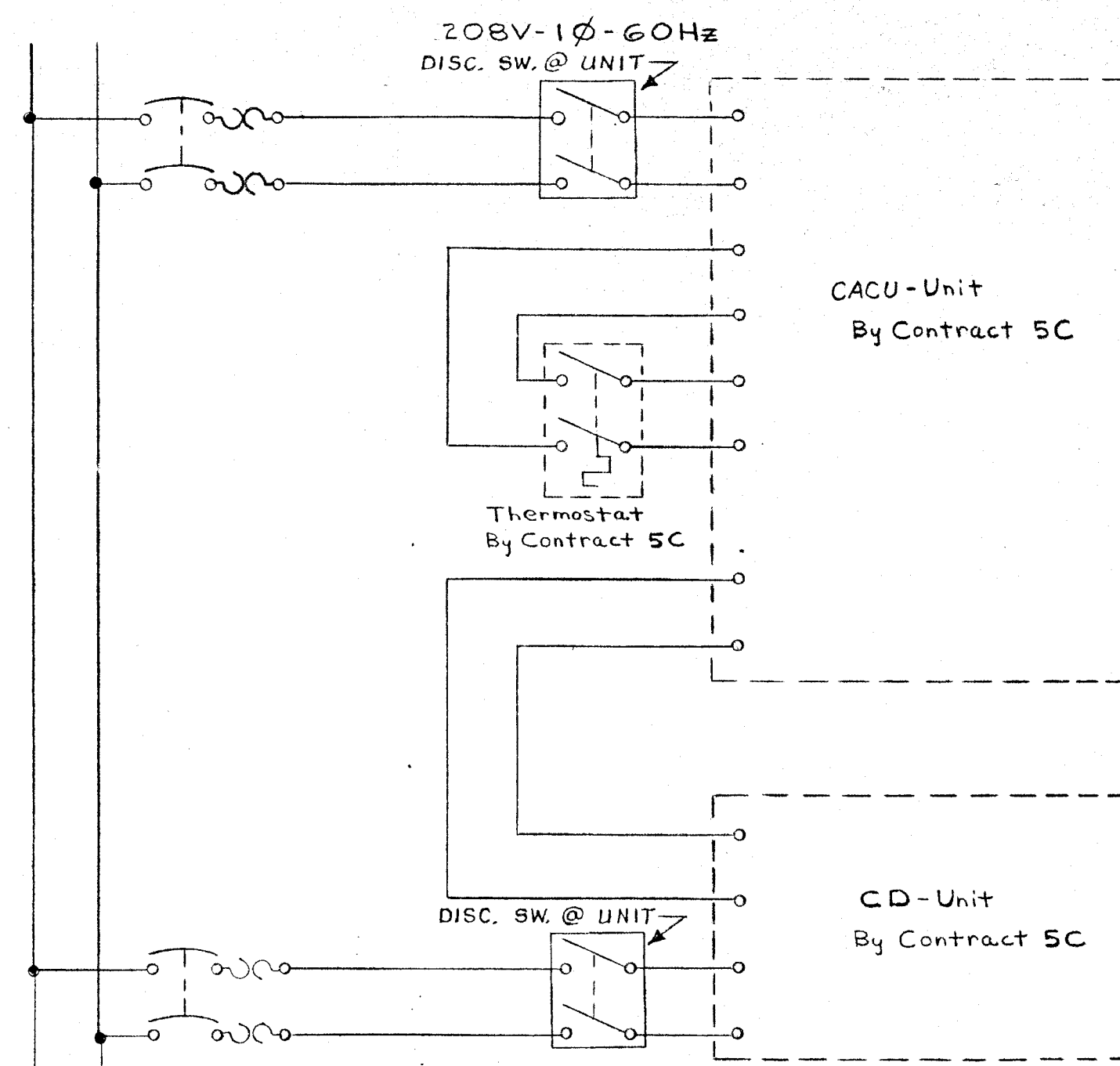
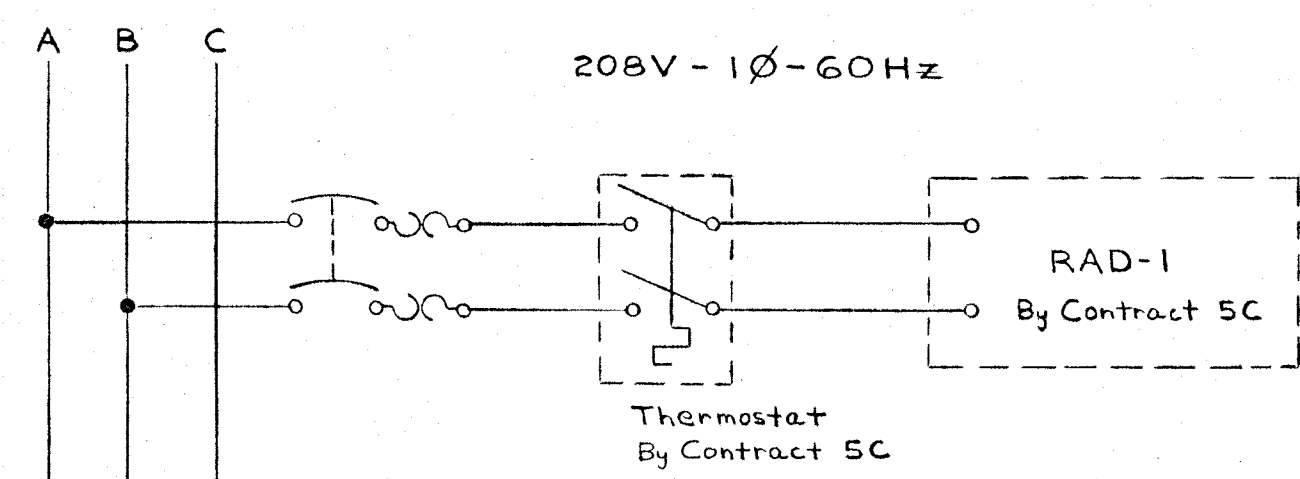
TYPICAL FOR VUH-1,2,3#4
TYPICAL FOR UH-1,2,3,4,5,6#7



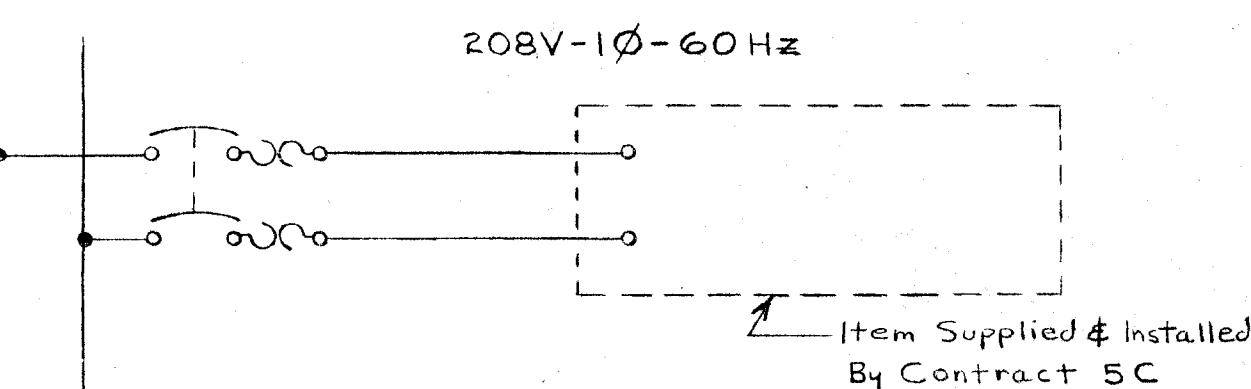
TYPICAL FOR EX RAD-1,2,3,4,5,6,7,8,9



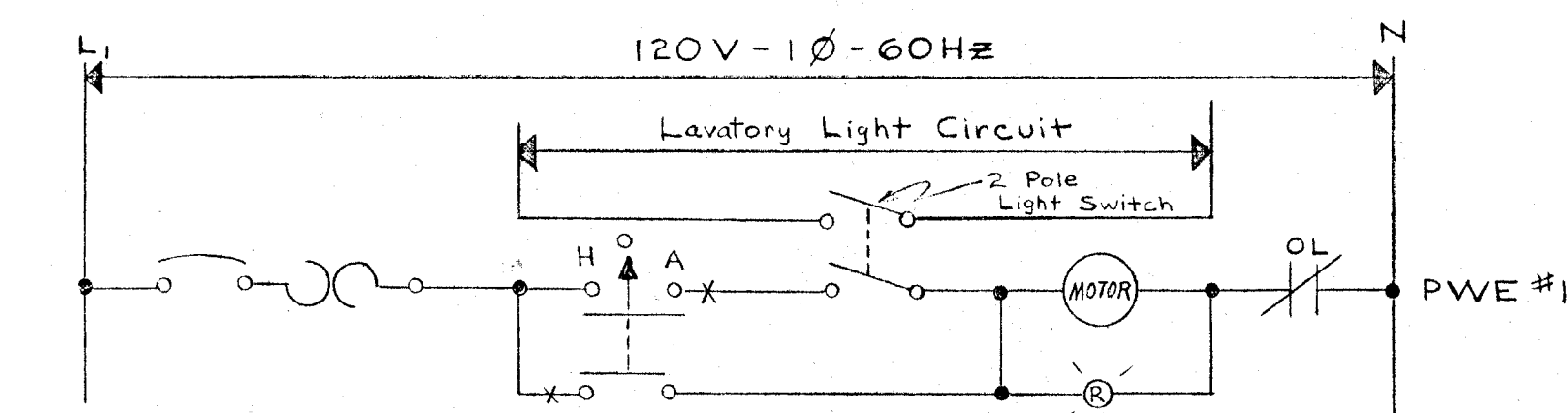
NOTE: Phase As Required To Balance System



TYPICAL FOR CACU-1#2 AND CD-1#2

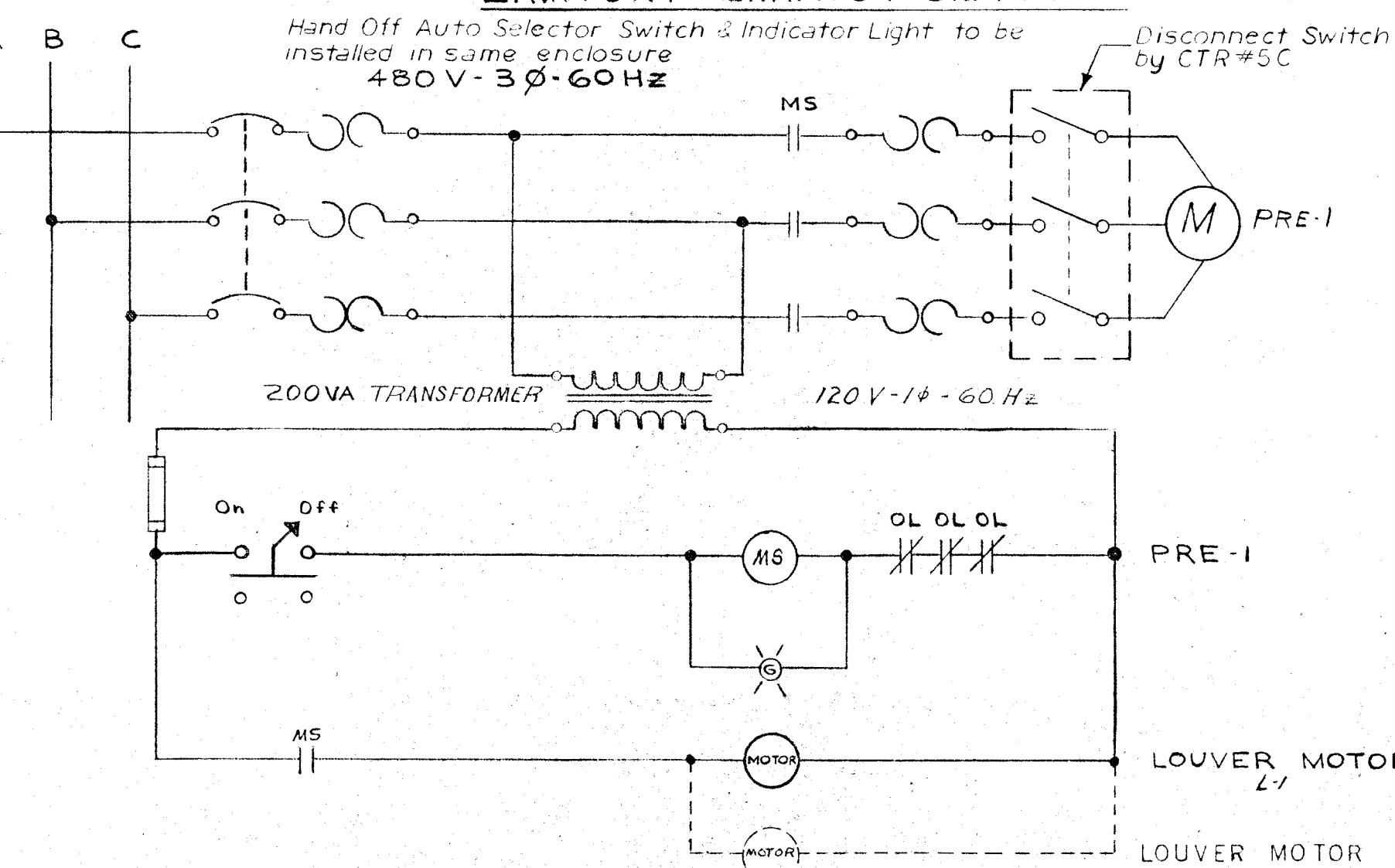


TYPICAL FOR ITEMS CACU-3 AND AC-1

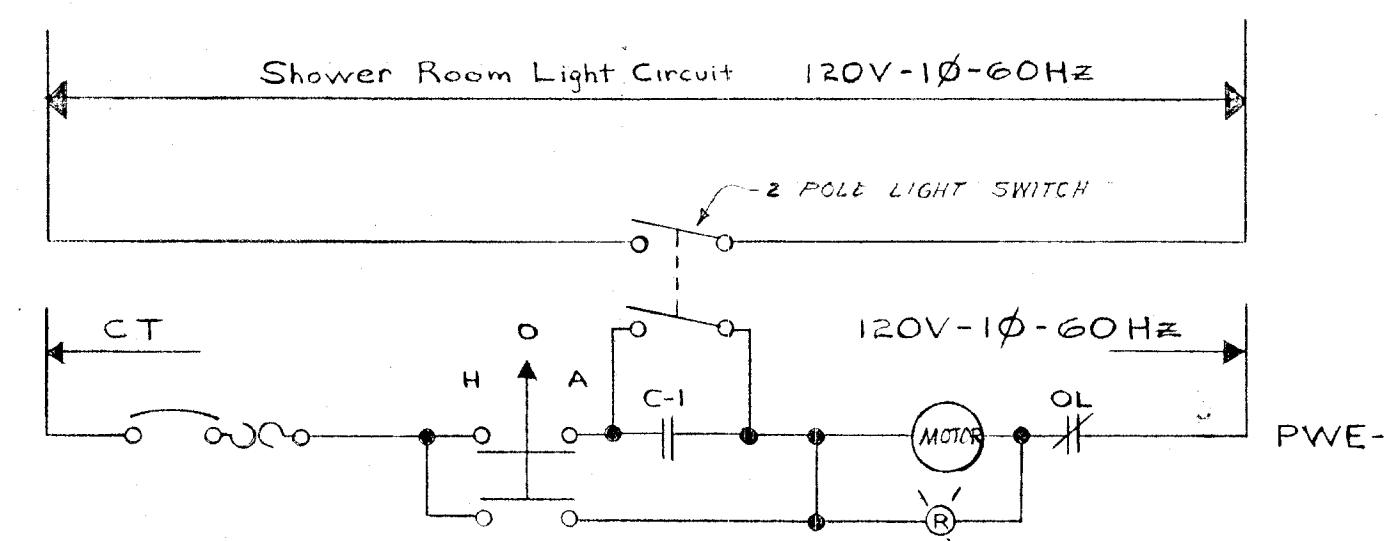
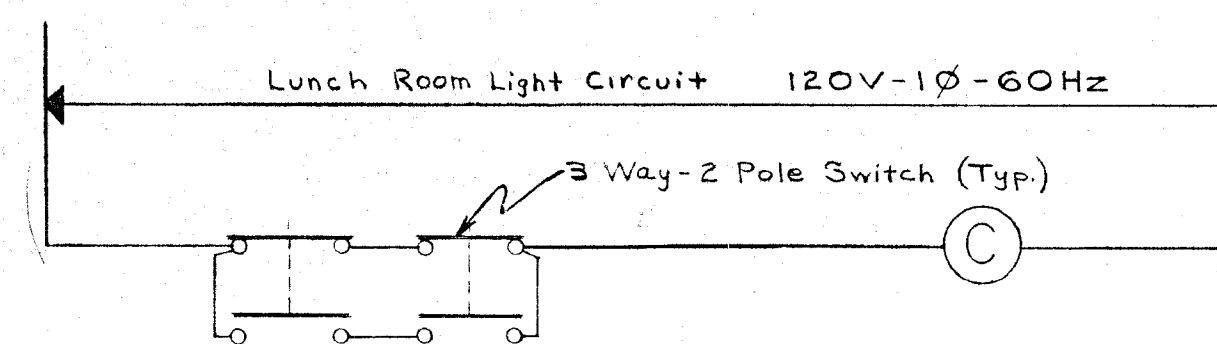


LAVATORY EXHAUST ITEM PWE-1

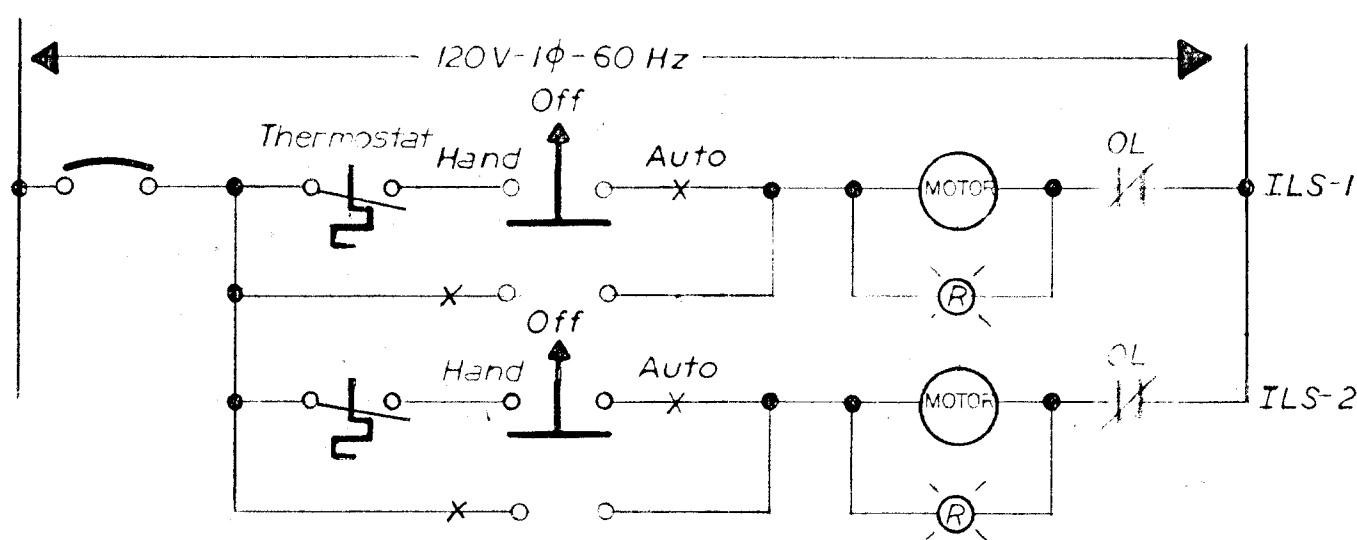
Hand Off Auto Selector Switch & Indicator Light to be installed in same enclosure
480V-3Ø-60Hz



TYPICAL PRE-CONTROL



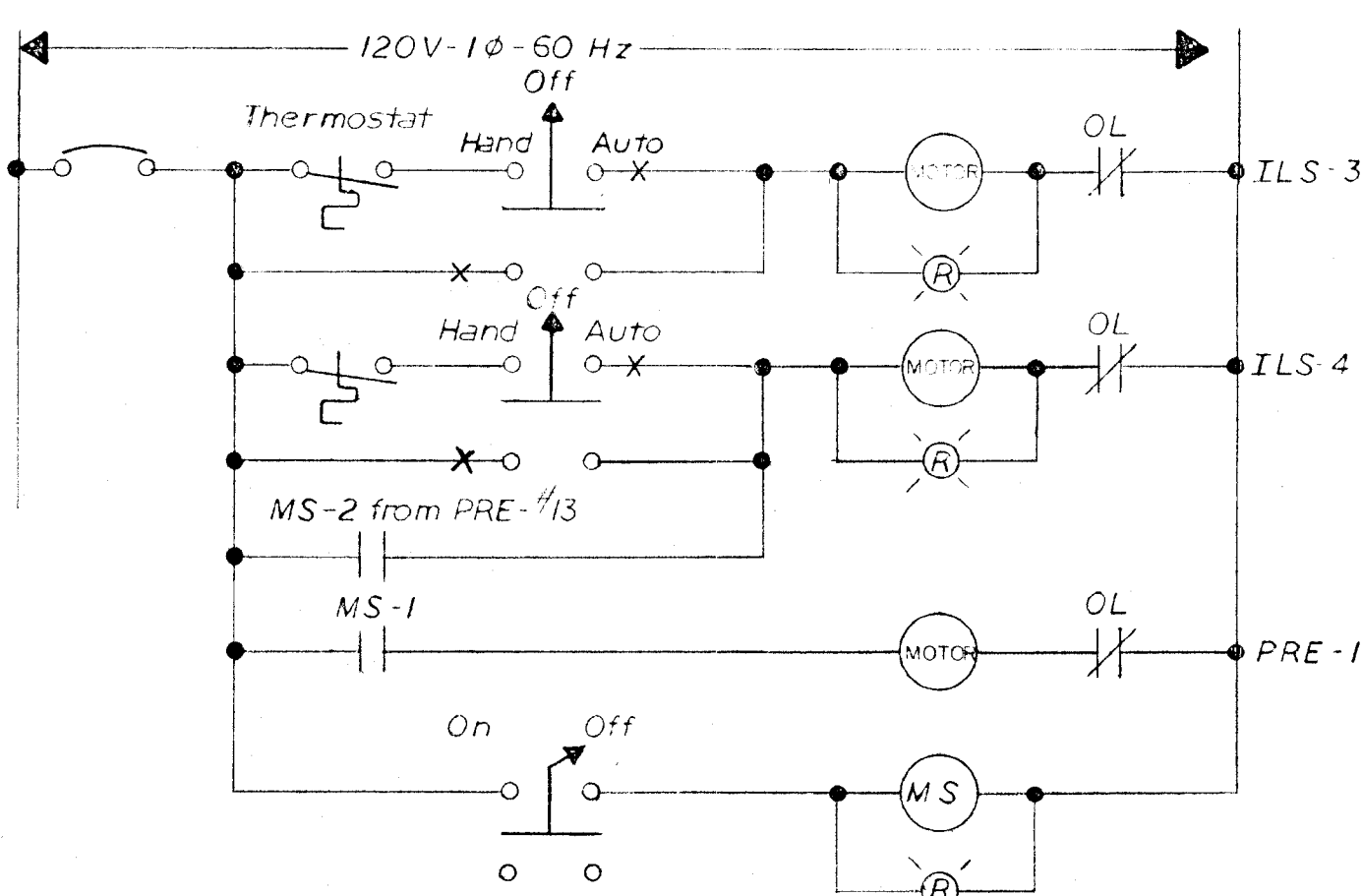
SHOWER ROOM-LUNCH ROOM EXHAUST, ITEM PWE-2
Hand-Off-Auto Selector Switch, Indicator Light & Relay to be installed in same enclosure



TYPICAL FOR ITEMS ILS 1 & 2

NOTES:

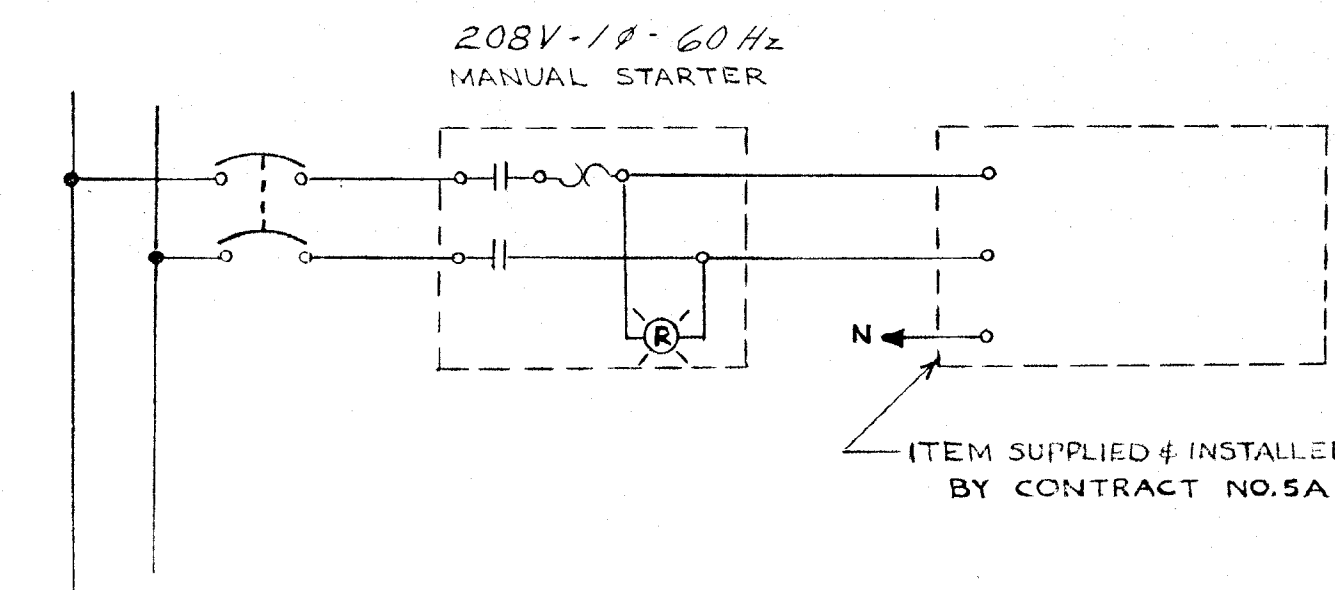
1. Hand-Off-Auto Selector Switches & Indicator Lights are to be mounted in the same enclosure
2. Thermostats are to be remote mounted



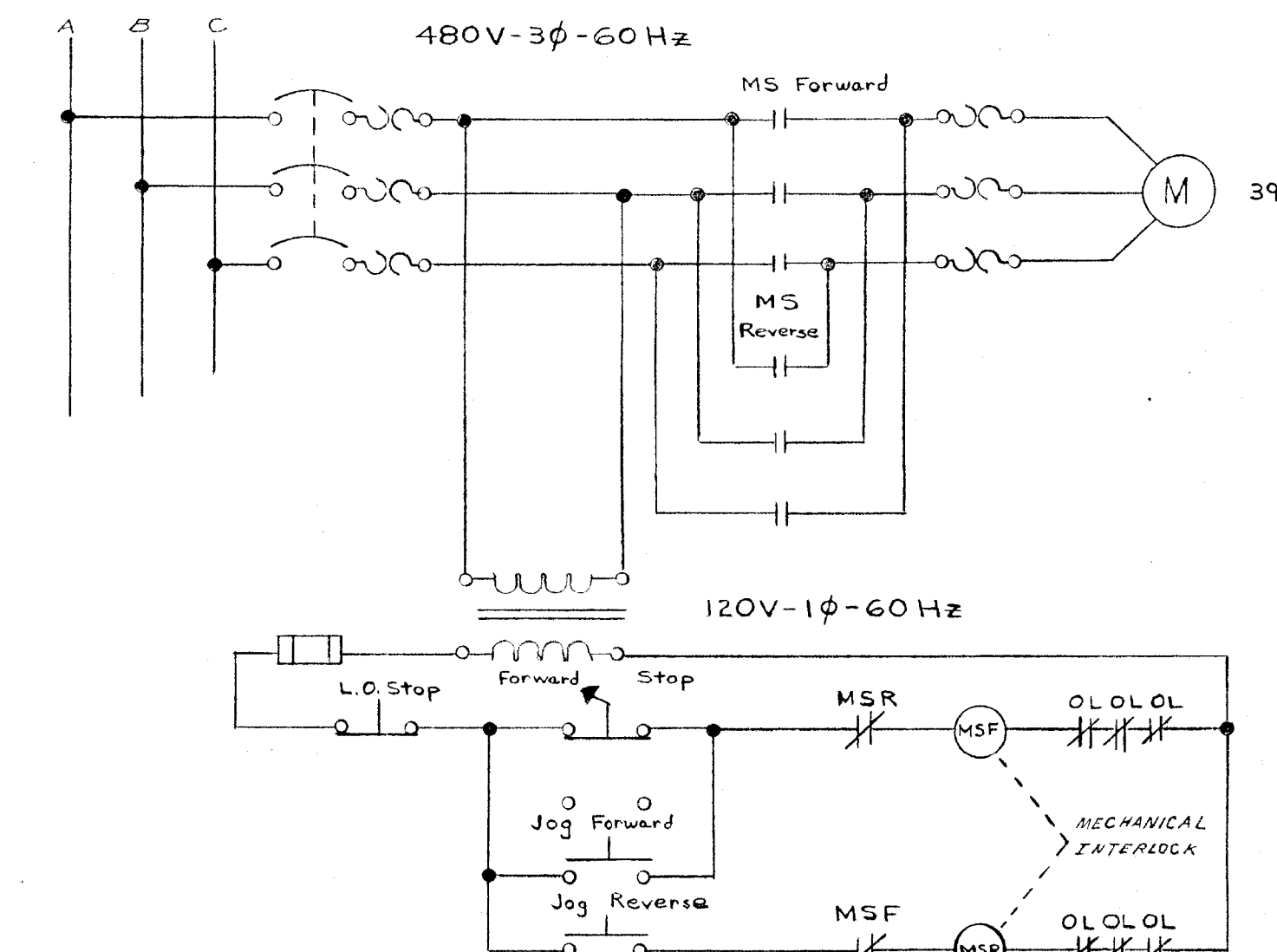
TYPICAL FOR ITEMS ILS 3 & 4 & PRE-13

NOTES:

1. Hand-Off-Auto Selector Switches & Indicator Lights are to be mounted in the same enclosure
2. Thermostats are to be remote mounted.
3. On-Off Selector Switch, Indicator Light & Contactor are to be mounted in the same enclosure



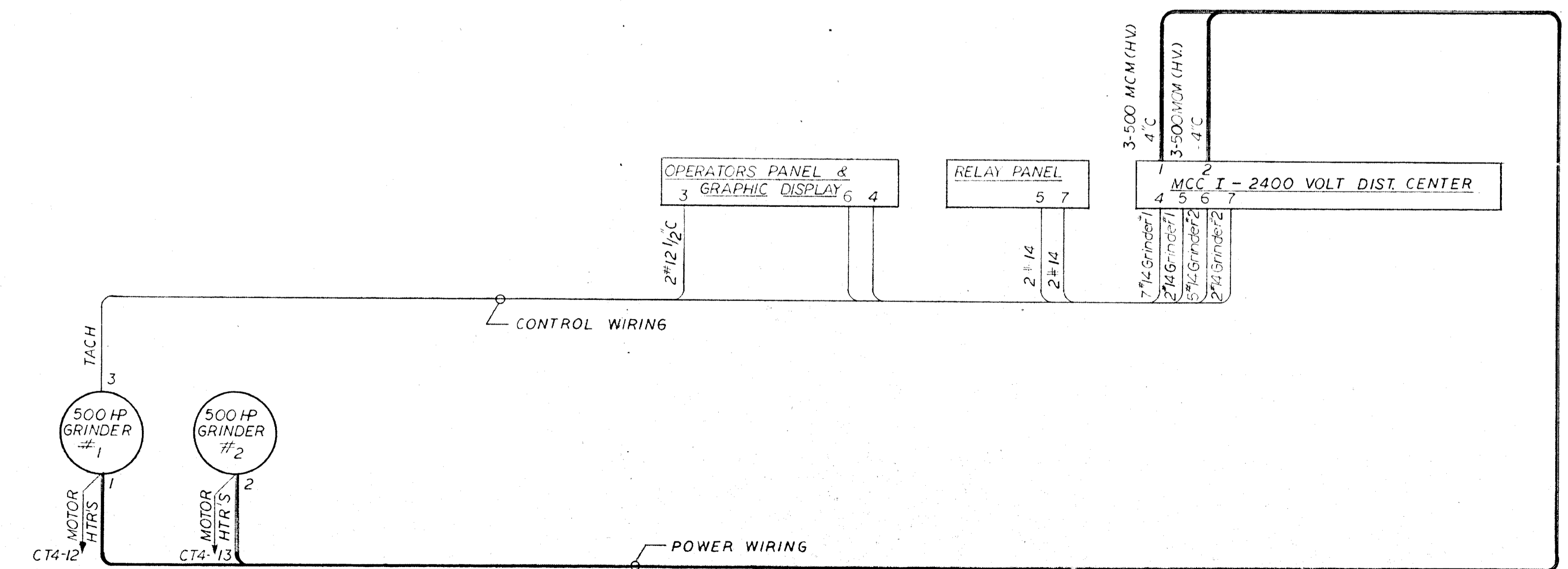
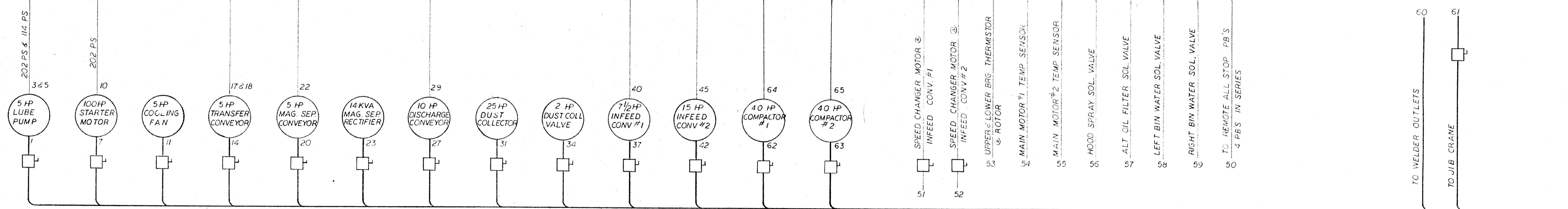
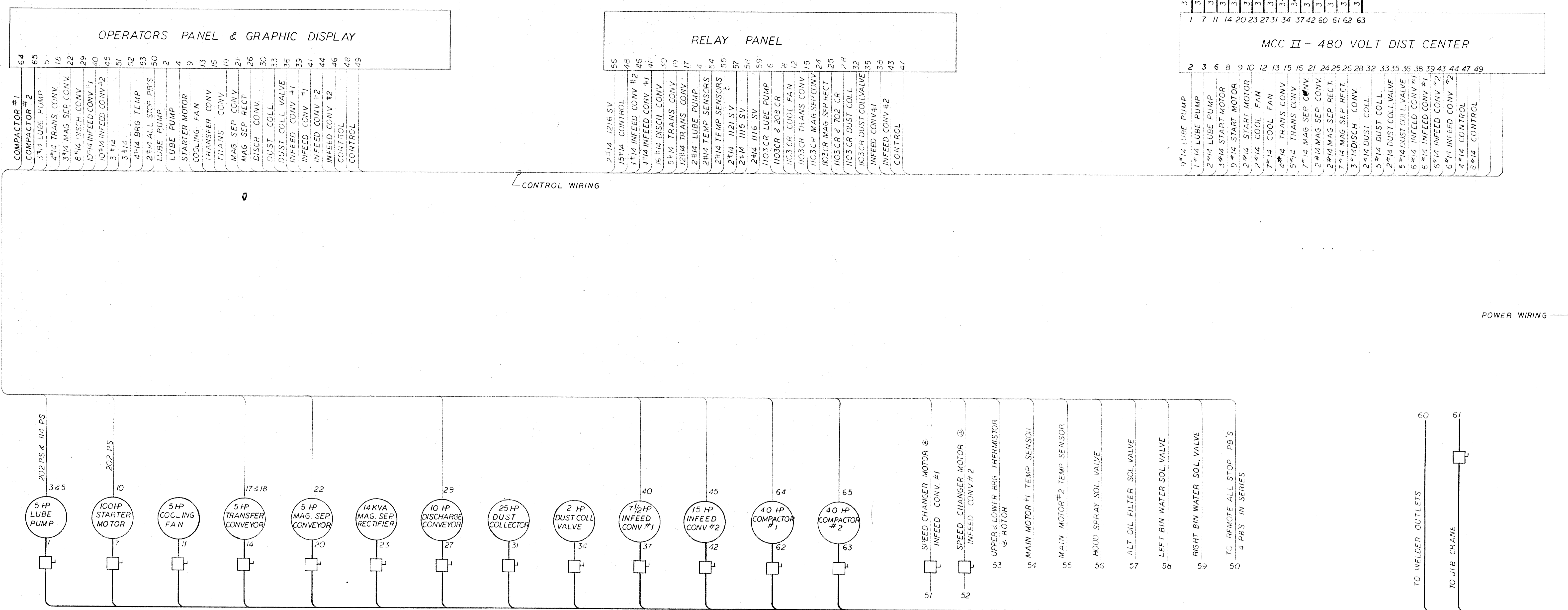
TYP. FOR FUEL PUMPS, ITEMS #33 & 34



BY PASS CONVEYOR, ITEM #39

PRE & LOUVER SCHEDULE

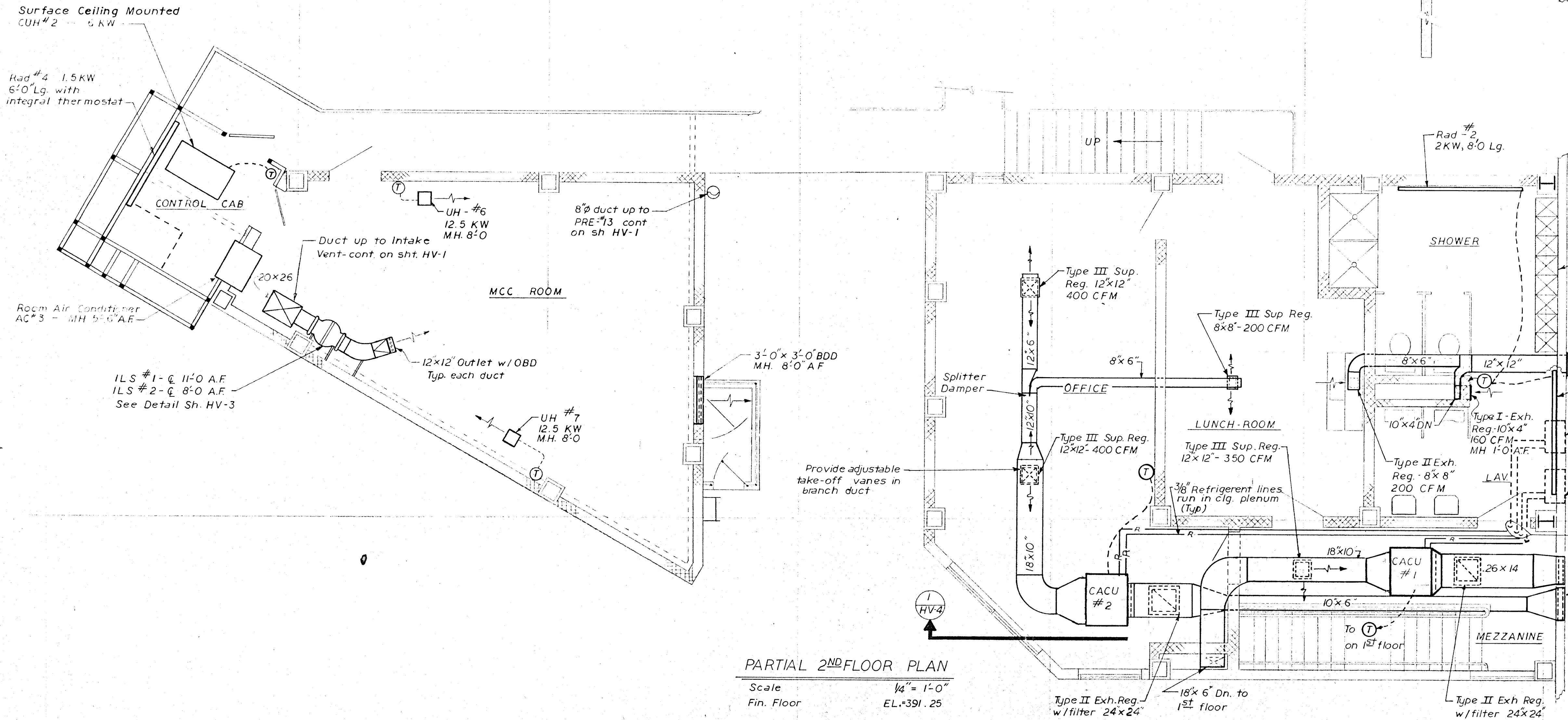
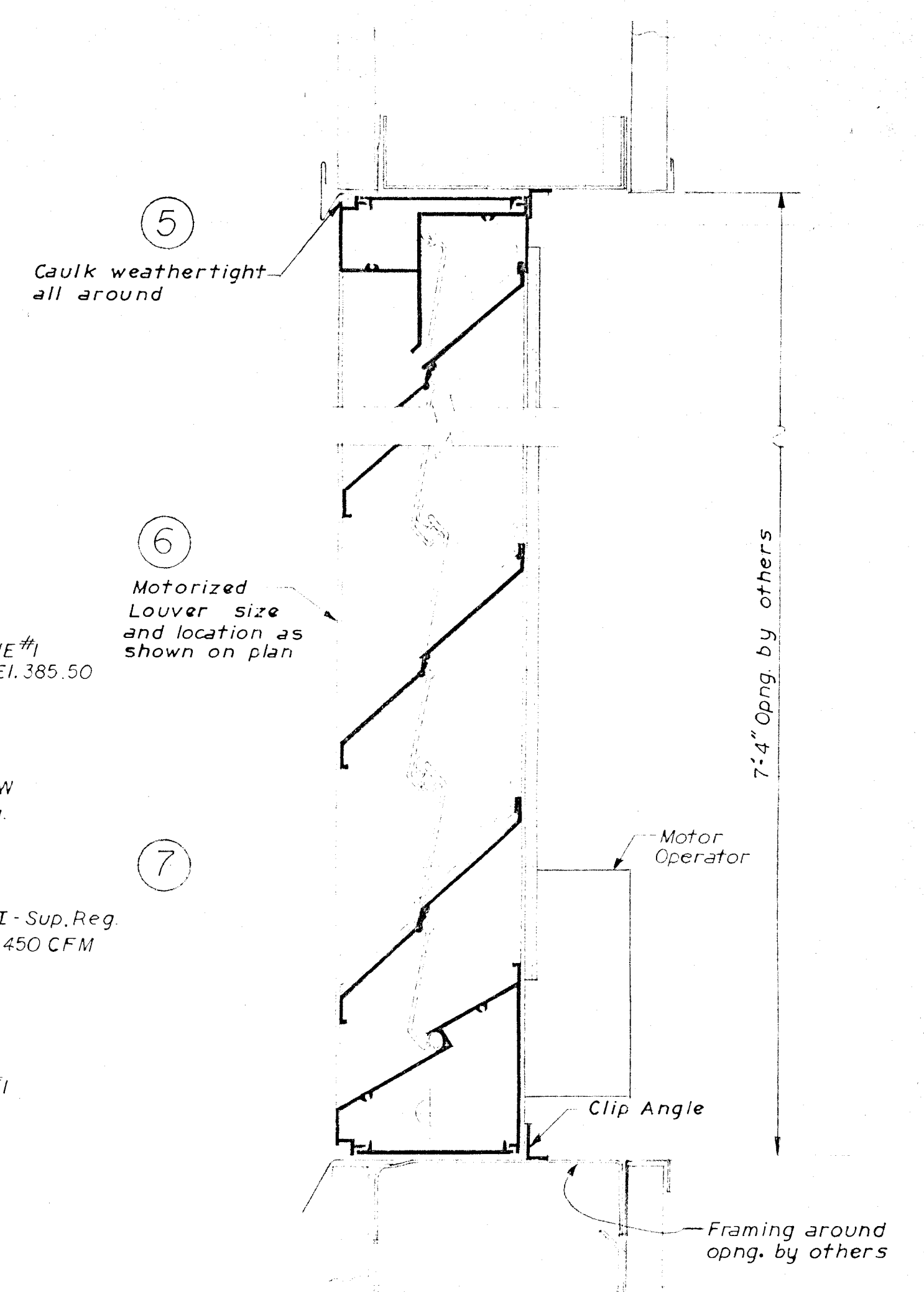
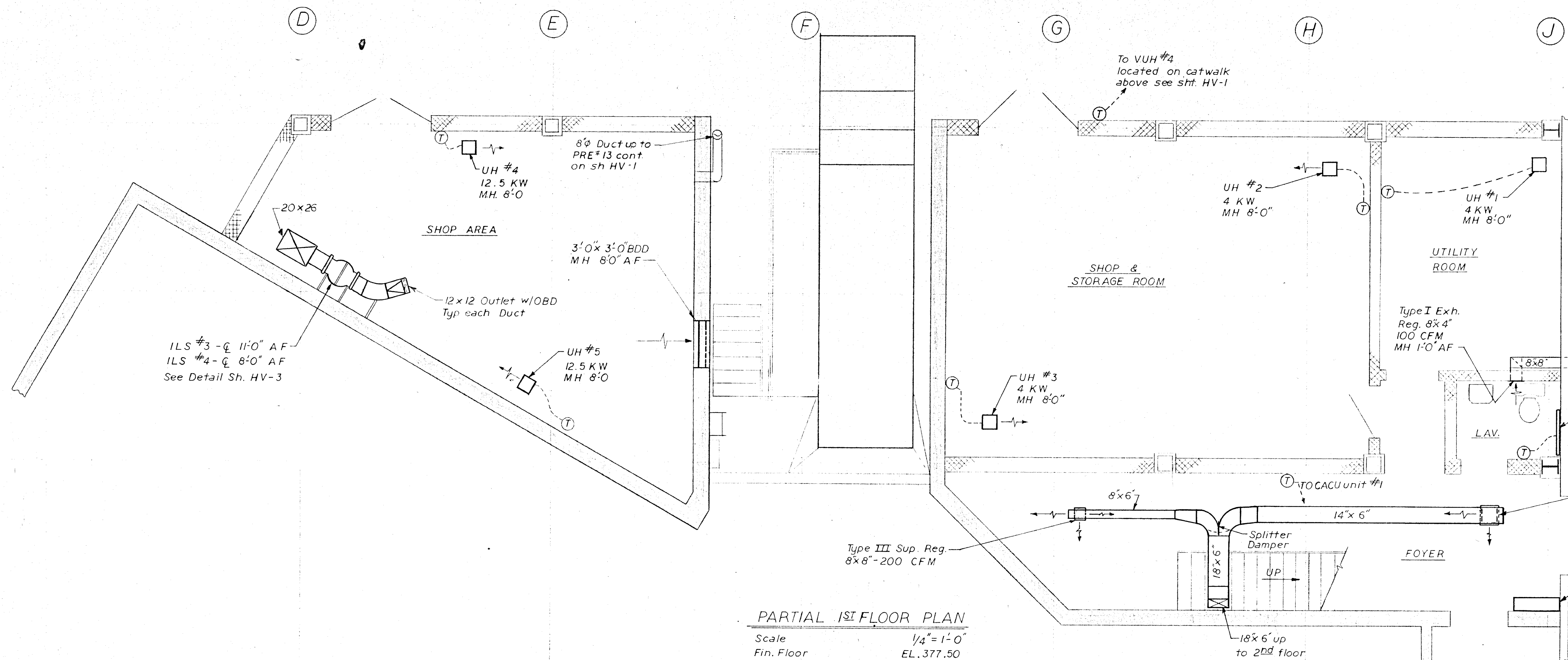
| ITEM No | HORSE POWER | NEMA SIZE STARTER | PANEL | PRE PHASE | PRE VOLTS | LOUVER No's |
|---------|-------------|-------------------|-------|-----------|-----------|-------------|
| PRE-1 | 1 | 0 | VCP-1 | 3Ø | 480 | L-1 |
| PRE-2 | 1 | 0 | VCP-1 | 3Ø | 480 | L-2 |
| PRE-3 | 1 | 0 | VCP-1 | 3Ø | 480 | L-3 |
| PRE-4 | 1 | 0 | VCP-1 | 3Ø | 480 | L-4 |
| PRE-5 | 1 | 0 | VCP-1 | 3Ø | 480 | L-5 |
| PRE-6 | 1 | 0 | VCP-1 | 3Ø | 480 | L-6 |
| PRE-7 | 2 | 0 | VCP-2 | 3Ø | 480 | L-7 & L-8 |
| PRE-8 | 2 | 0 | VCP-2 | 3Ø | 480 | L-9 & L-10 |
| PRE-9 | 2 | 0 | VCP-2 | 3Ø | 480 | L-11 & L-12 |
| PRE-10 | 3/4 | 0 | VCP-3 | 3Ø | 480 | L-13 |
| PRE-11 | 3/4 | 0 | VCP-3 | 3Ø | 480 | L-14 |
| PRE-12 | 3/4 | 0 | VCP-3 | 3Ø | 480 | L-15 |
| PRE-14 | 3/4 | 0 | VCP-3 | 3Ø | 480 | --- |



NOTES:
 1. Verify with Contract #1 for the exact number and terminal points for the control wiring between units. Wiring shown is approximate. Allow for 20 extra #14 wires between the MCC II and the Relay Panel and the Operators Panel.

IN CHARGE OF: R.D.L.
 DESIGNED BY: J.P.S. & R.A.K.
 DRAWN BY: R.J.C.
 CHECKED BY: P.P.

| | | | |
|--|--|---------------------------------------|--|
| COUNTY OF ONONDAGA | | DATE: JUNE 29, 1974 | |
| LEY CREEK SHREDDING PLANT | | SCALE: NONE | |
| CONTRACT NO.5B | | FILE NO.: 55.29-82F | |
| INTERCONNECTION WIRING | | TOWN OF SALINA | |
| DIAGRAMS | | ONONDAGA COUNTY, N.Y. | |
| BARTON, BROWN, CLYDE & LOGUIDICE, P.C. | | CONSULTING ENGINEERS & LAND SURVEYORS | |
| NORTH SYRACUSE, NEW YORK | | E-12 | |



TYPICAL LOUVER DETAIL
 N.T.S.

NOTES:
 1) See sht A-3 (Reflected Ceiling Plan) for exact location of registers located in suspended ceiling.

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

COUNTY OF ONONDAGA
LEY CREEK SHREDDING PLANT
 CONTRACT NO. 5C

PARTIAL 1ST & 2ND FLOOR PLANS

TOWN OF SALINA ONONDAGA CO., N.Y.

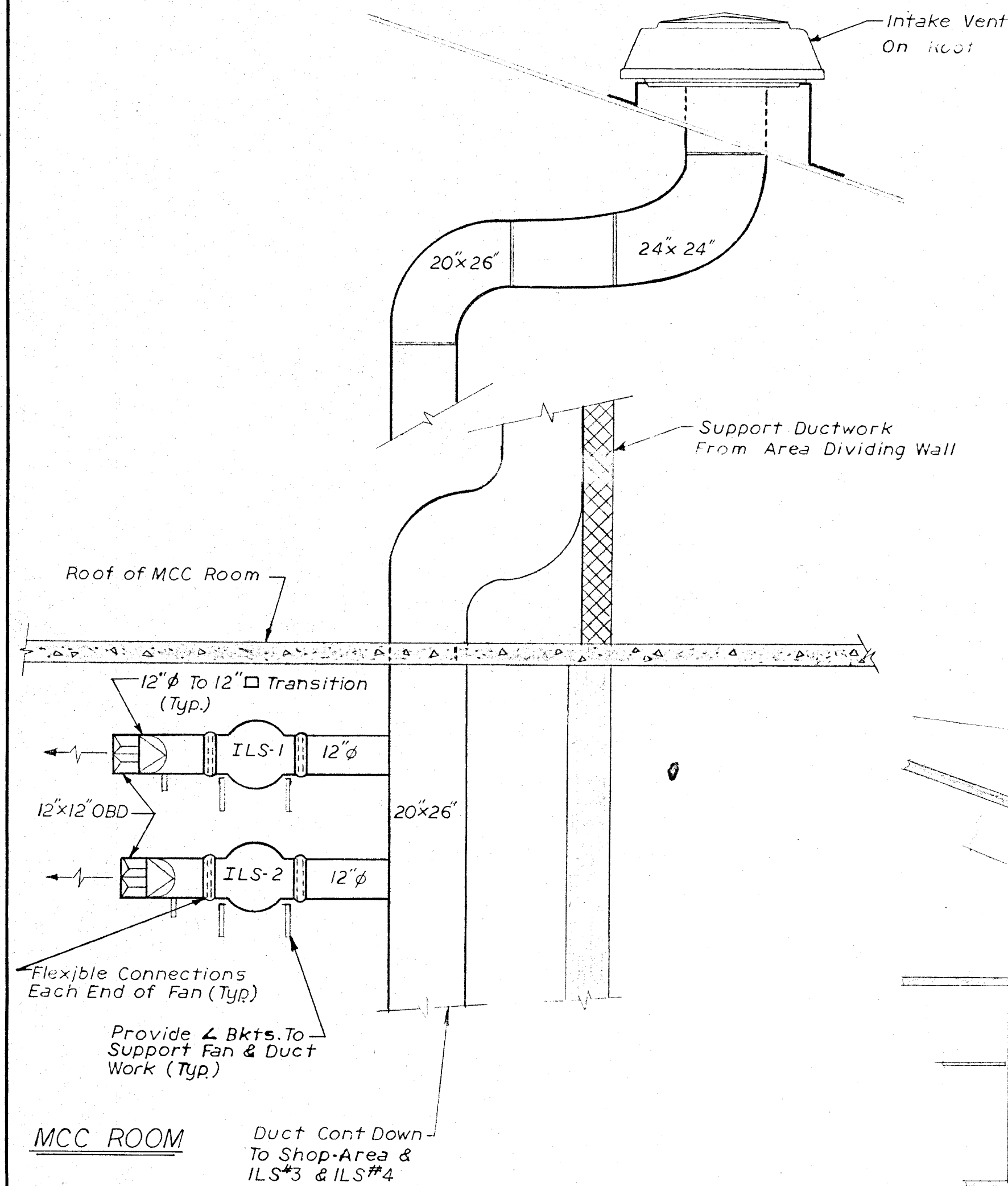
BARTON, BROWN, CLYDE & LOGUIDICE, P.C.
 CONSULTING ENGINEERS & LAND SURVEYORS
 NORTH SYRACUSE, NEW YORK

DATE: MAY, 1974
 SCALE: AS SHOWN
 FILE NO.: 55.29-

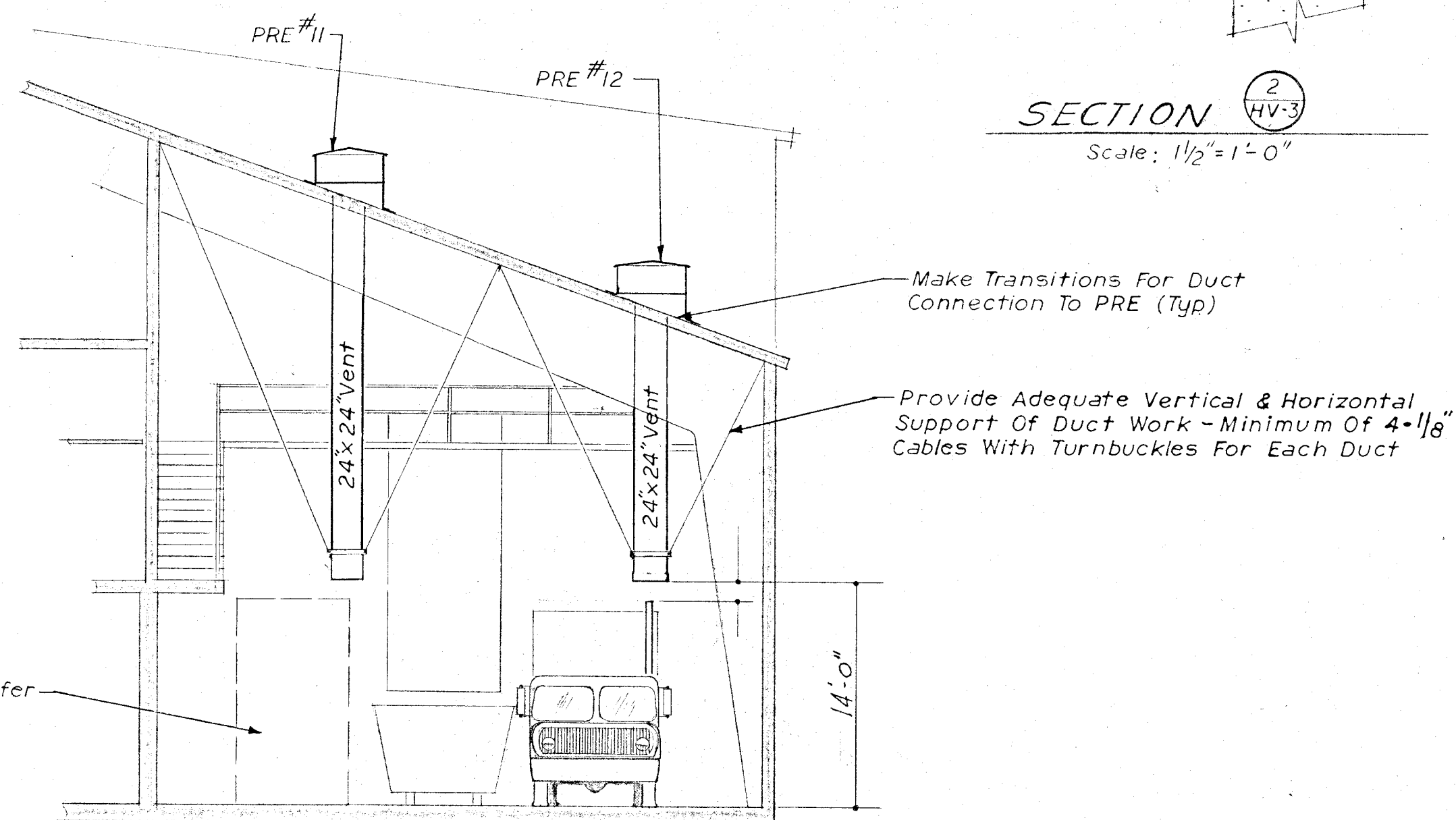
REVISIONS

IN CHARGE OF: P.D.L.
 DESIGNED BY: R.A.K.
 DRAWN BY: R.J.C.
 CHECKED BY: P.D.L.

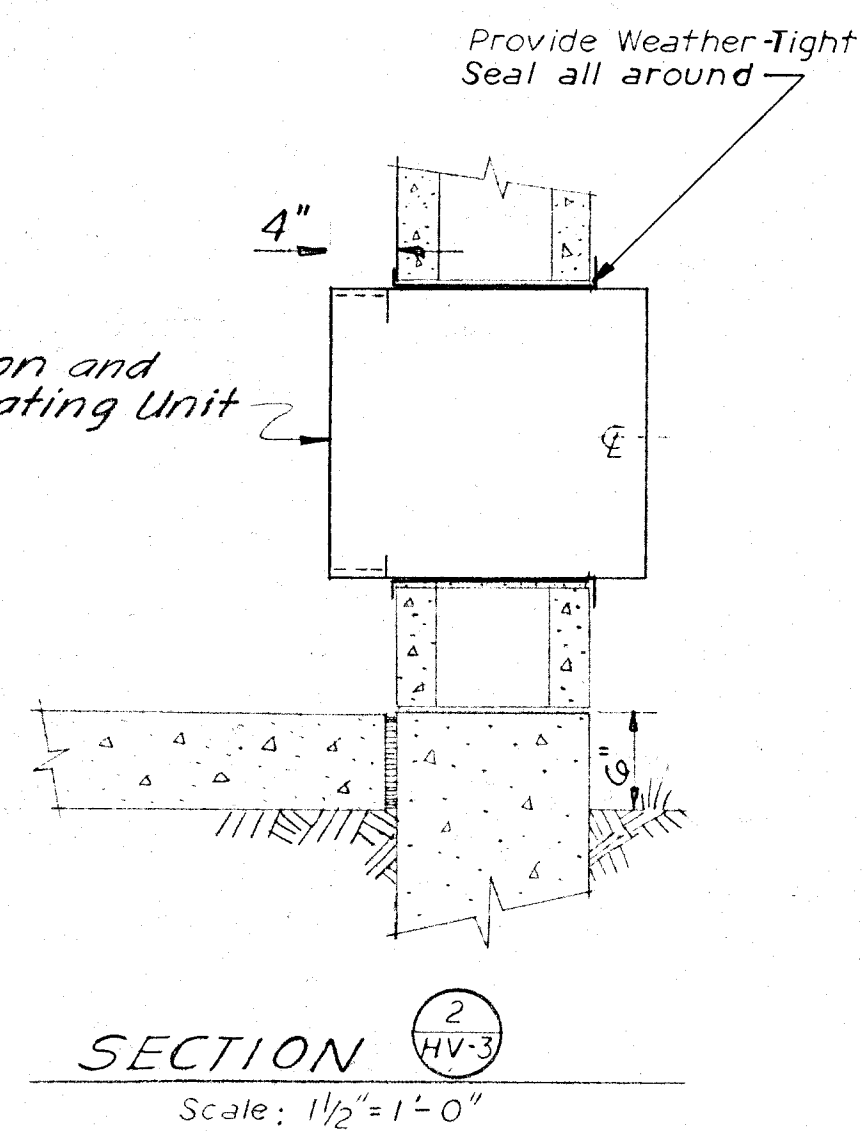
HV-2



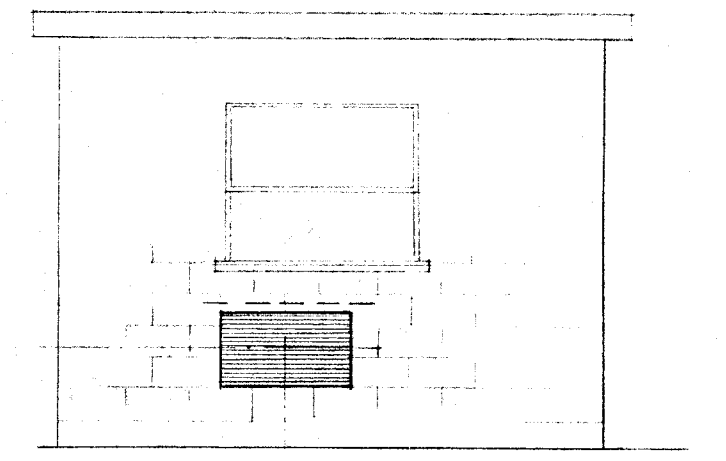
TYPICAL DETAIL ILS FANS & VENT
N.T.S.



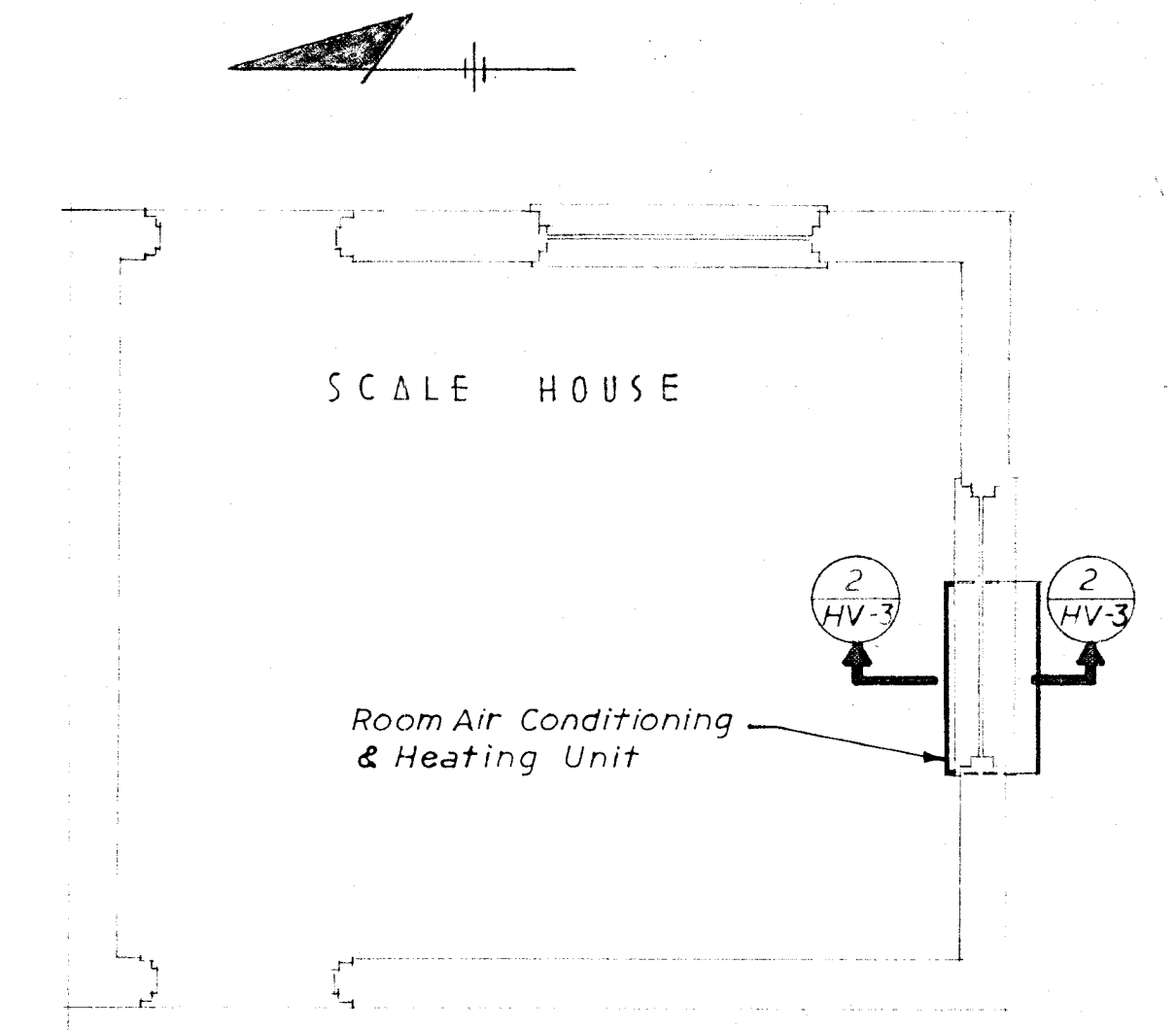
SECTION 1 HV-1
N.T.S.



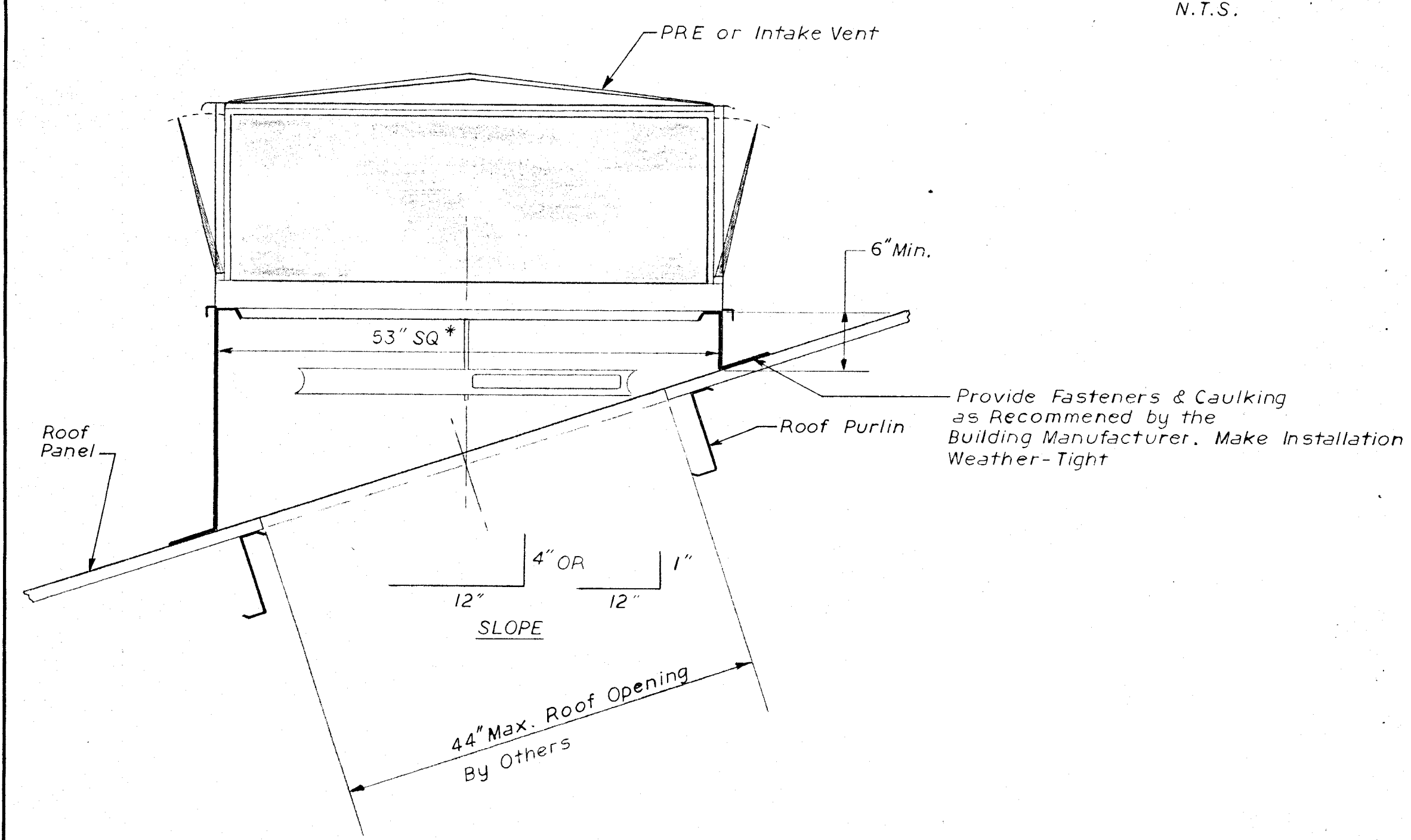
SECTION 2 HV-3
Scale: 1/2" = 1'-0"



SOUTH ELEVATION
Scale: 1/4" = 1'-0"



SCALE HOUSE PLAN
Scale: 3/8" = 1'-0"



TYPICAL ROOF CURB
N.T.S.

*Provide flashing and supports for PRE's or Vents which require smaller curb sizes

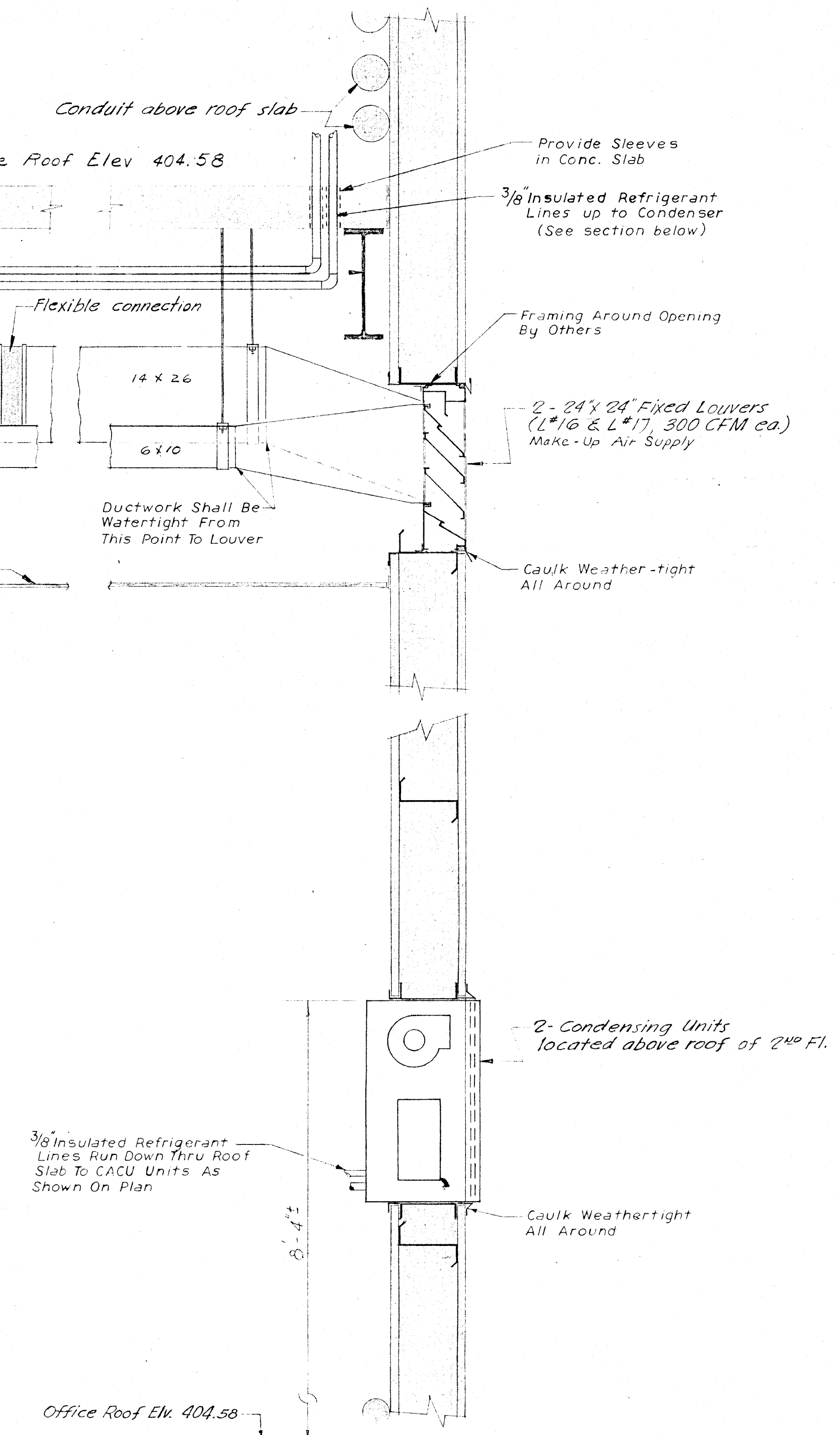
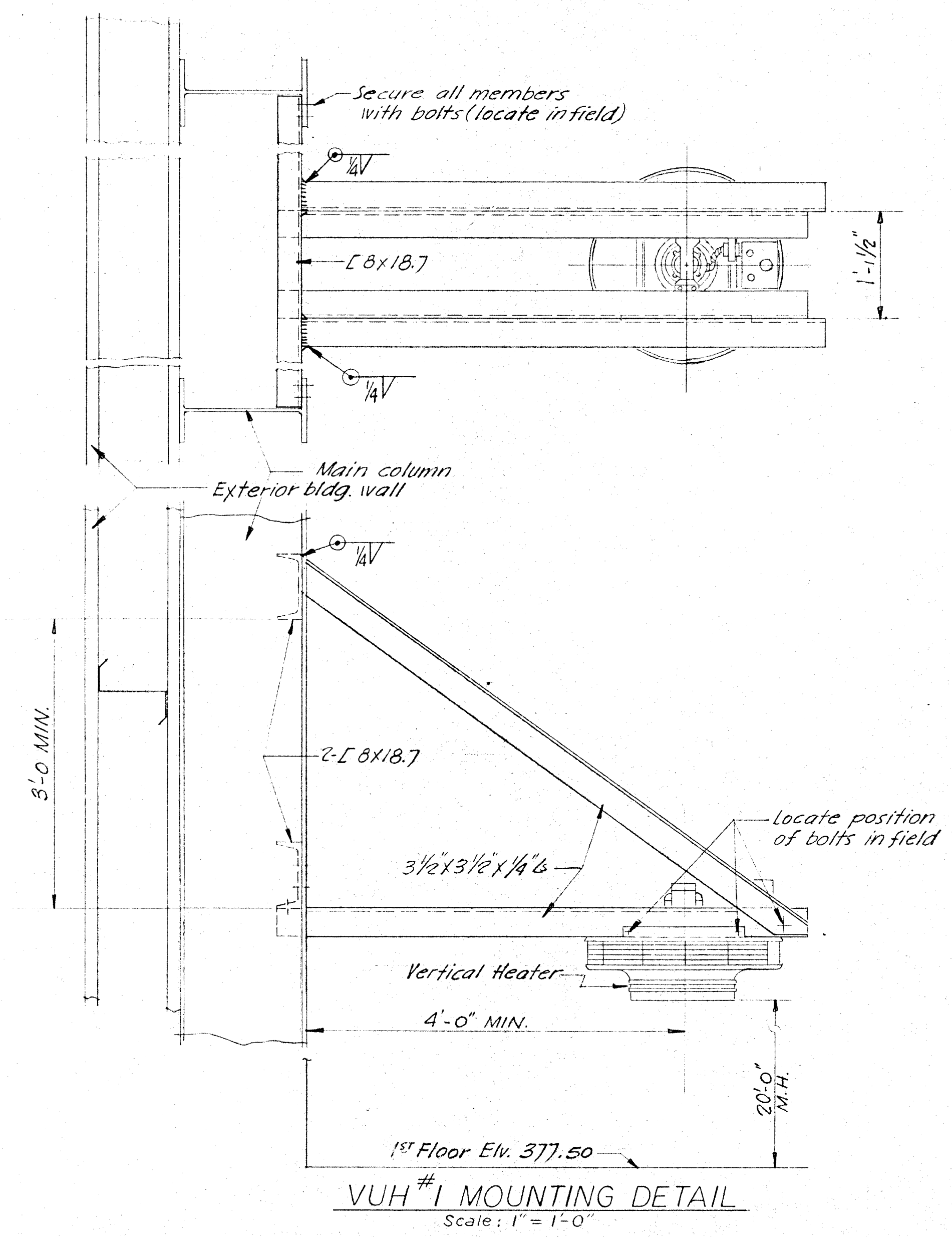
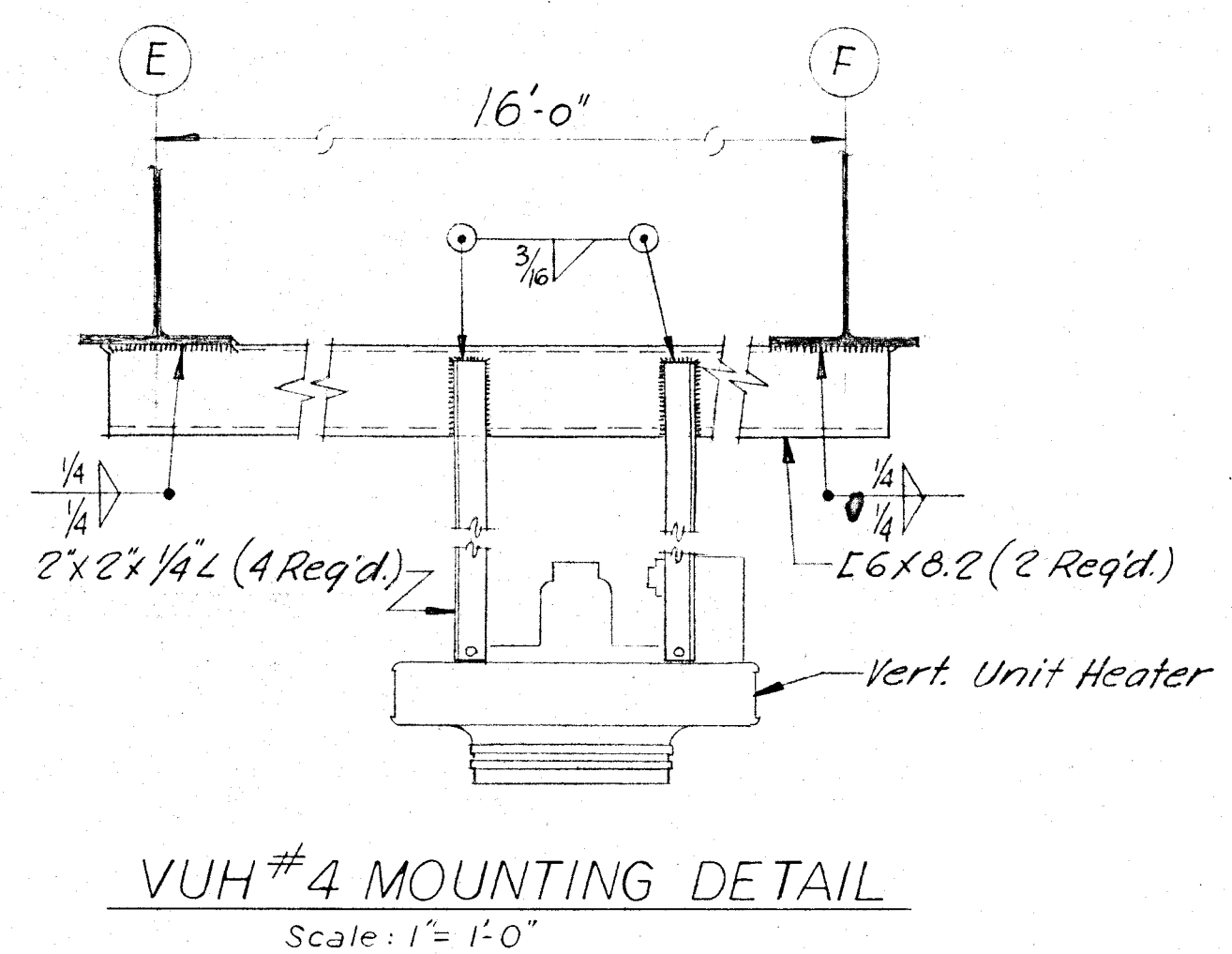
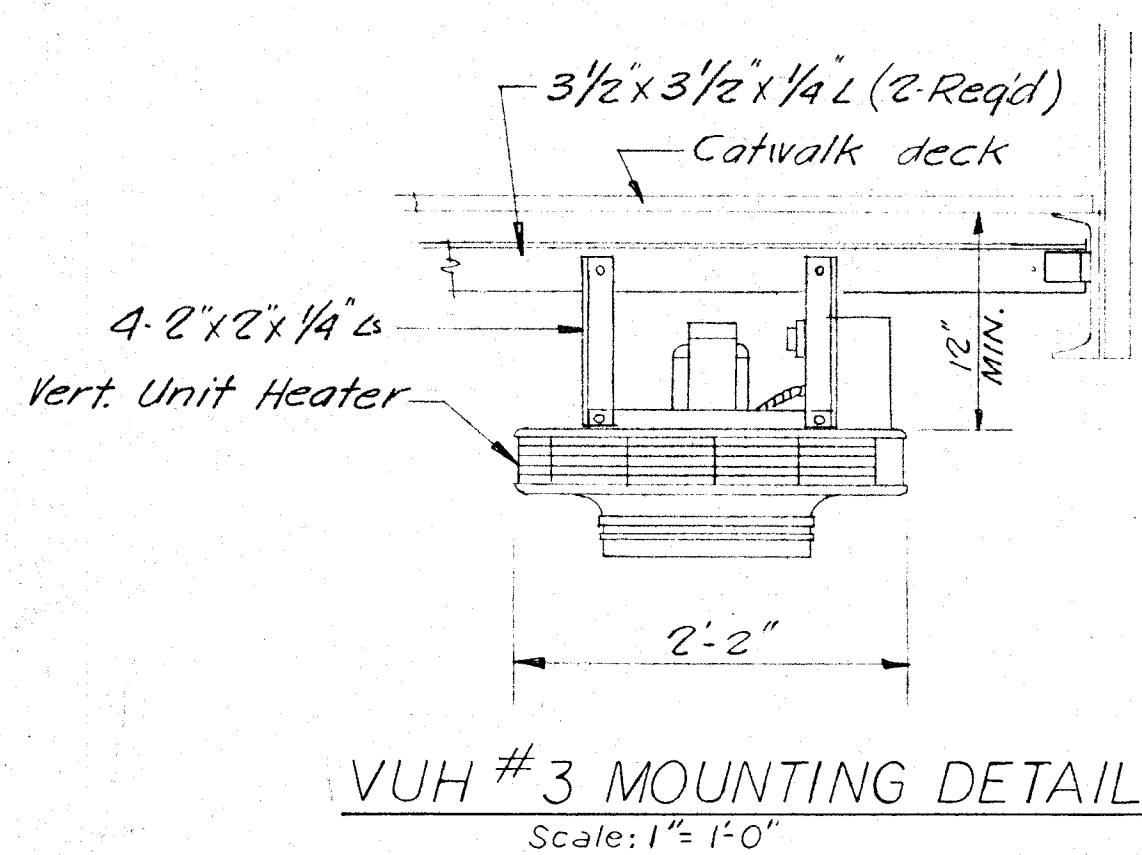
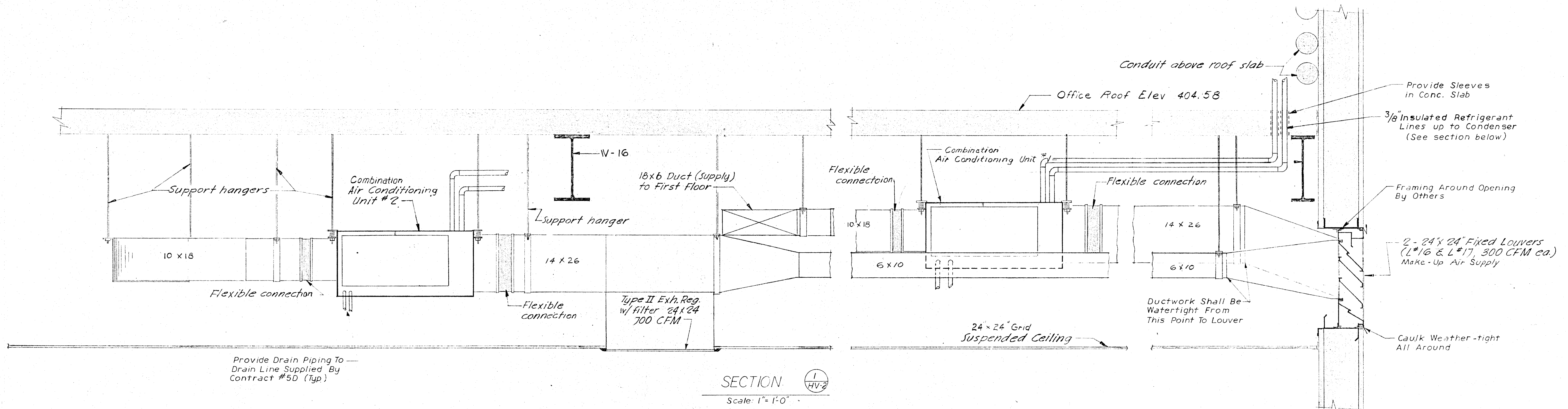
EXHAUSTER & FAN SCHEDULE

| NO. | SERVICE | DRIVE | CFM | SP | HP | VOLTS | Ø | JENN AIR MODEL NO. (see specifications) |
|----------|------------------|-------------|--------|------|------|-------|---|---|
| PRE # 1 | Dumping Area | Axial Belt | 8,870 | 1/8" | 1 | 480 | 3 | 363 - 2ABP |
| PRE # 2 | Dumping Area | Axial Belt | 8,870 | 1/8" | 1 | 480 | 3 | 363 - 2ABP |
| PRE # 3 | Dumping Area | Axial Belt | 8,870 | 1/8" | 1 | 480 | 3 | 363 - 2ABP |
| PRE # 4 | Dumping Area | Axial Belt | 8,870 | 1/8" | 1 | 480 | 3 | 363 - 2ABP |
| PRE # 5 | Dumping Area | Axial Belt | 8,870 | 1/8" | 1 | 480 | 3 | 363 - 2ABP |
| PRE # 6 | Dumping Area | Axial Belt | 8,870 | 1/8" | 1 | 480 | 3 | 363 - 2ABP |
| PRE # 7 | Shredder Area | Axial Belt | 12,400 | 1/8" | 2 | 480 | 3 | 365 - 2ABP |
| PRE # 8 | Shredder Area | Axial Belt | 12,400 | 1/8" | 2 | 480 | 3 | 365 - 2ABP |
| PRE # 9 | Shredder Area | Axial Belt | 12,400 | 1/8" | 2 | 480 | 3 | 365 - 2ABP |
| PRE # 10 | Transfer Area | Axial Belt | 5,280 | 1/8" | 3/4 | 480 | 3 | 363 - 2ABP |
| PRE # 11 | Truck Exhaust | Cent Belt | 4,380 | 1/4" | 3/4 | 480 | 3 | 323 - 2CBP |
| PRE # 12 | Truck Exhaust | Cent Belt | 4,380 | 1/4" | 3/4 | 480 | 3 | 323 - 2CBP |
| PRE # 13 | Welding Booth | Cent Belt | 600 | 1/4" | 1/6 | 120 | 1 | 161 - 2CBP |
| PRE # 14 | Pit Area | Cent Belt | 4,380 | 1/4" | 3/4 | 480 | 3 | 323 - 2CBP |
| PWE # 1 | Lavatory | Cent Direct | 170 | 1/8" | 1/25 | 120 | 1 | 71-CW |
| PWE # 2 | Shower & Kitchen | Cent Direct | 415 | 1/8" | 1/12 | 120 | 1 | 98-CW |
| ILS # 1 | MCC Room | Cent Direct | 1,470 | 1/8" | 1/3 | 120 | 1 | 100-ILD |
| ILS # 2 | MCC Room | Cent Direct | 895 | 1/8" | 1/8 | 120 | 1 | 101-ILD |
| ILS # 3 | Shop | Cent Direct | 1,470 | 1/8" | 1/3 | 120 | 1 | 100-ILD |
| ILS # 4 | Shop | Cent Direct | 895 | 1/8" | 1/8 | 120 | 1 | 101-ILD |

IN CHARGE OF: P.D.L.
DESIGNED BY: R.A.K.
DRAWN BY: R.J.C.
CHECKED BY: PDL

| | |
|---|---|
| COUNTY OF ONONDAGA LEY CREEK SHREDDING PLANT CONTRACT NO. 5C | |
| DETAILS | |
| TOWN OF SALINA BARTON, BROWN, CLYDE & LOGUIDICE, P.C. CONSULTING ENGINEERS & LAND SURVEYORS NORTH SYRACUSE, NEW YORK | ONONDAGA COUNTY, N.Y. DATE: MAY 15, 1974 SCALE: AS SHOWN FILE NO.: 55-29 |

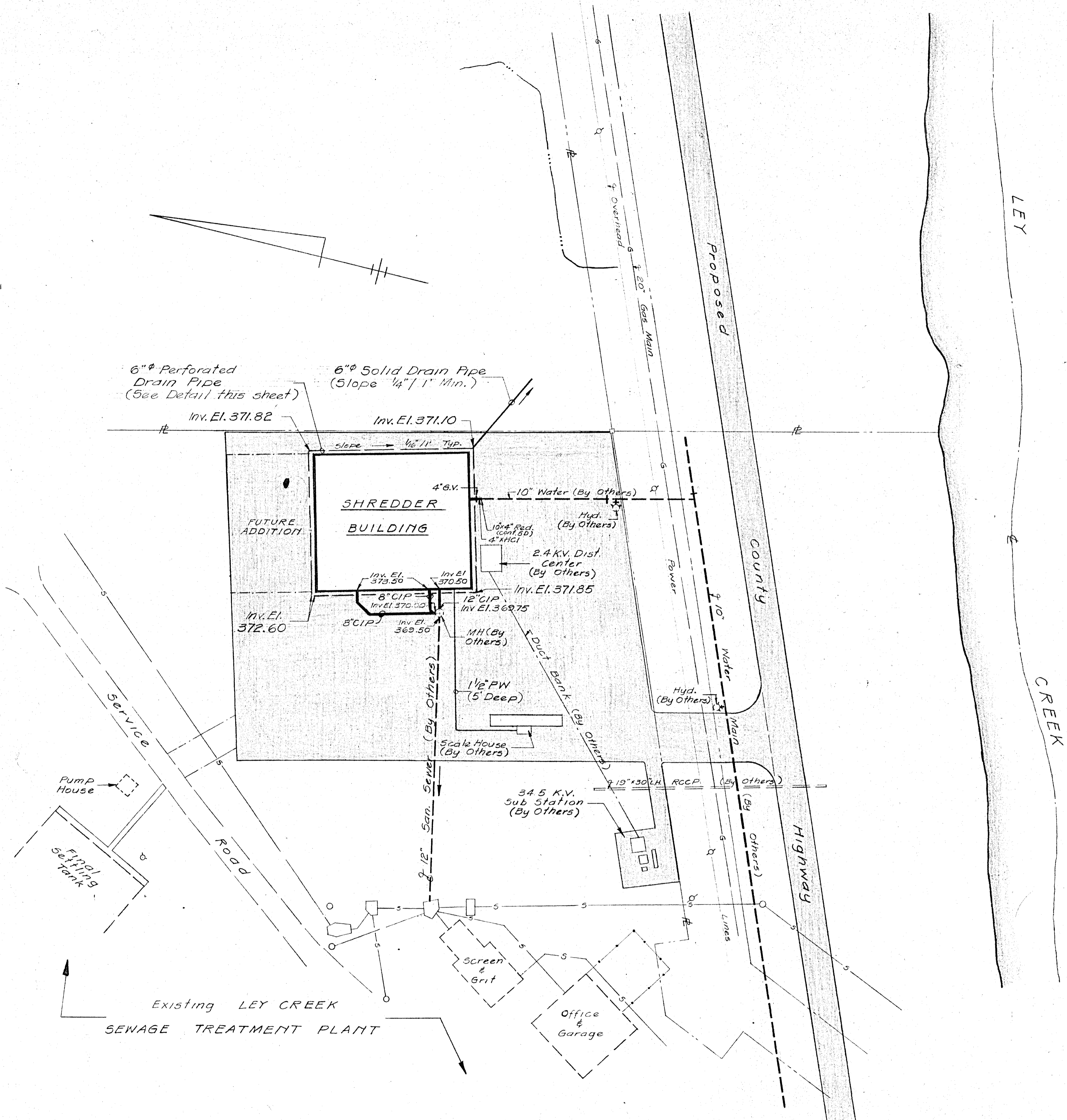
HV-3



NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

| | | | |
|--|--|---------------------------------------|--|
| COUNTY OF ONONDAGA | | ONONDAGA COUNTY, N.Y. | |
| LEY CREEK SHREDDING PLANT | | DATE: MAY 15, 1974 | |
| CONTRACT NO. 5C | | SCALE: AS SHOWN | |
| DETAILS | | HV-4 | |
| TOWN OF SALINA | | FILE NO.: 55.29 - | |
| BARTON, BROWN, CLYDE & LOGUIDICE, P.C. | | CONSULTING ENGINEERS & LAND SURVEYORS | |
| NORTH SYRACUSE, NEW YORK | | FRANK A. Loguidice | |

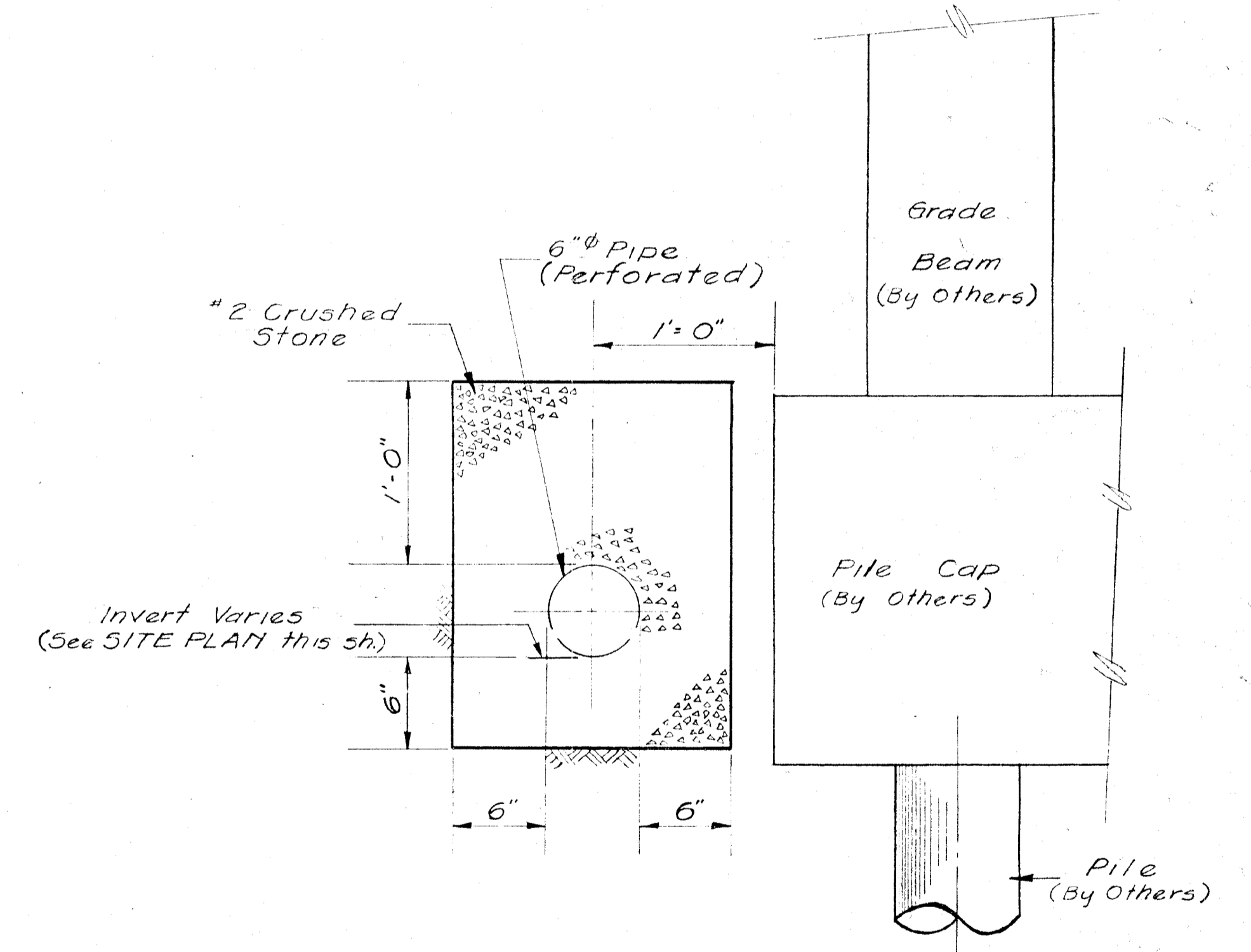
IN CHARGE OF: R.D.L.
DESIGNED BY: R.A.K.
DRAWN BY: L.R.
CHECKED BY: DDL



SITE PLAN
Scale: 1" = 50'

GENERAL NOTES

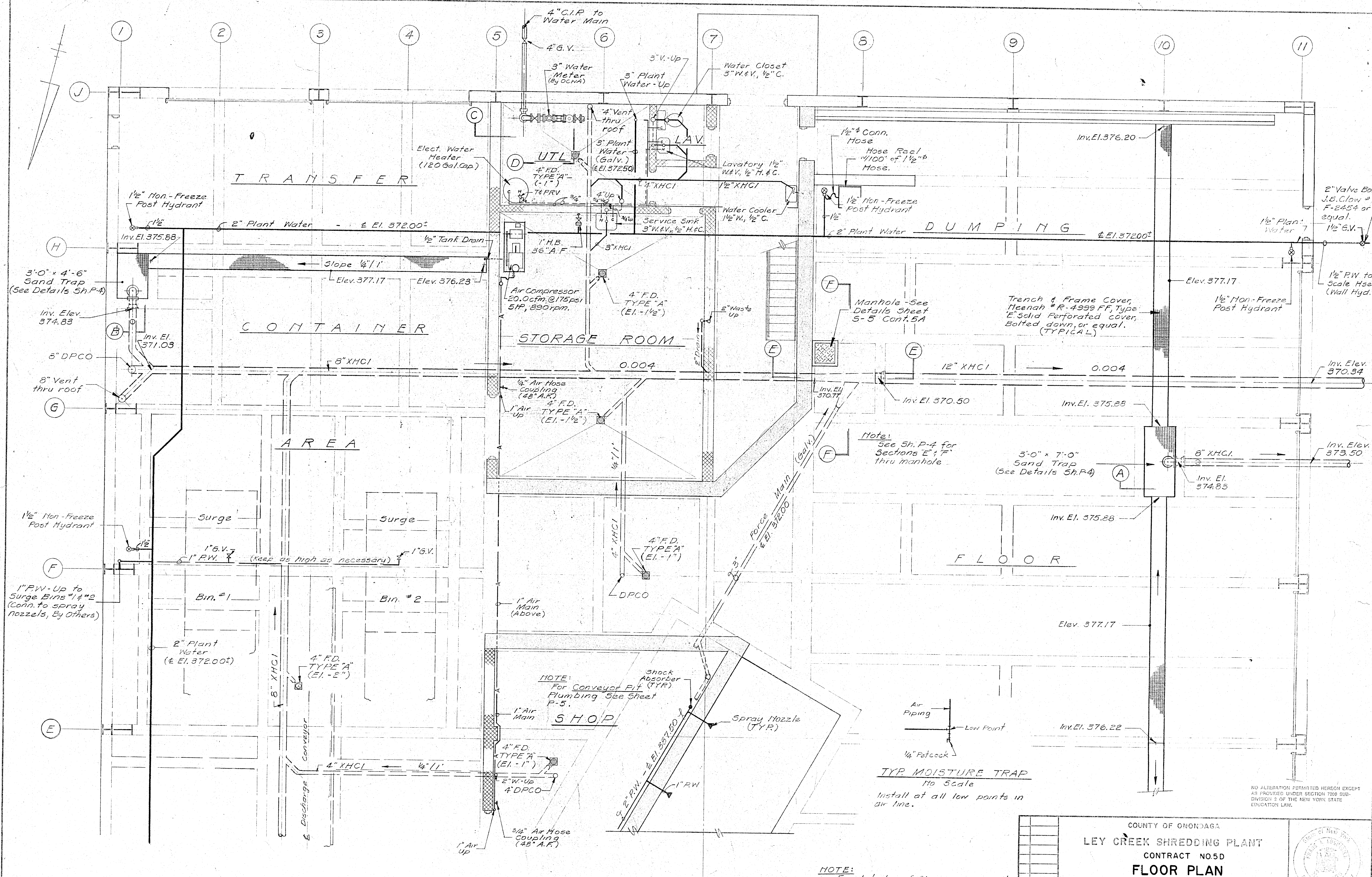
- The Water System for this project shall consist of two water systems, Potable Water and Plant Water.
- Those Units to be serviced by the Potable Water System are:
 - Water Closets
 - Urinals
 - Lavatories
 - Showers
 - Water Coolers
 - Kitchen
 - Electric Water Heater
 - Air Conditioner
- Those Units to be serviced by the Plant Water System are:
 - Box Hydrants
 - Floor Hydrants
 - Wall Hydrants
 - Hose Bibs
 - Water Sprayers on Shredder Head, Discharge Conveyor and Surge Bins
- All floor drains and fixtures shall be trapped.
- All underground pressure piping:
 - 150# C.I. - 10", 3", 2"
 - Sch 40 Galv. Stl. 1-1/2"
- All interior pressure piping:
 - 150# C.I. - 10"
 - Sch. 40 Galv. Stl. 3", 2",
 - Smaller than 1-1/2" - Type "L" copper
 - Type M. copper
- All interior exposed drain piping:
 - Type M. copper
- Underground and unexposed drain piping:
 - X.H.C.I. 8", 4", 2"



TYPICAL SECTION
BUILDING PERIMETER DRAIN
No Scale

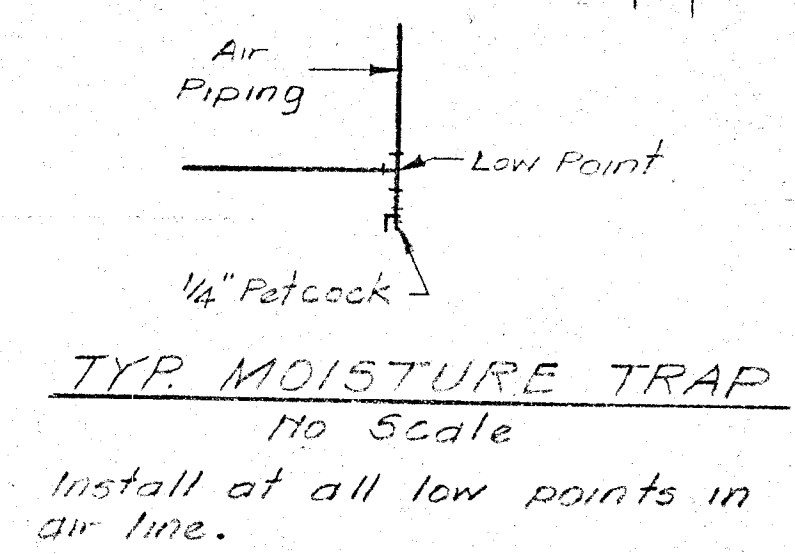
NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

| | | |
|---|---|---|
| COUNTY OF ONONDAGA LEY CREEK SHREDDING PLANT CONTRACT NO. 5D SITE PLAN PLUMBING | | |
| TOWN OF SALINA ONONDAGA COUNTY, N.Y. | | |
| BARTON, BROWN, CLYDE & LOGUIDICE, PC CONSULTING ENGINEERS & LAND SURVEYORS NORTH SYRACUSE, NEW YORK | | DATE: APRIL 5, 1974 SCALE: AS SHOWN FILE NO.: 55.29-66F |
| REVISIONS | IN CHARGE OF: PDL DESIGNED BY: FNK DRAWN BY: FNK CHECKED BY: | P-1 |



FLOOR PLAN
Scale: 1/4" = 1'-0"

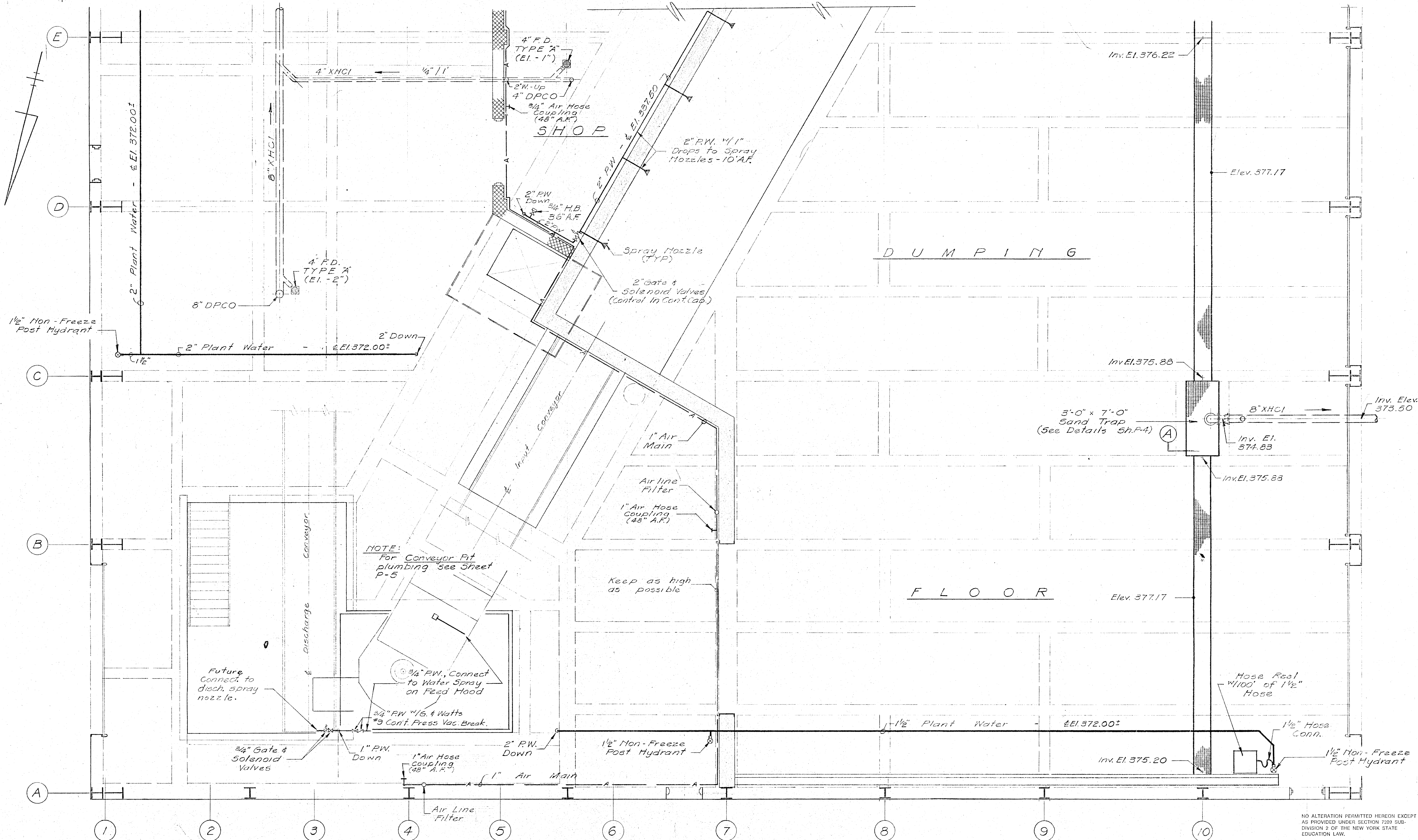
NOTE:
For details of floor drains, post hydrants, SECTION A, SECTION B, SECTION C, SECTION D, SECTION E, SECTION F see Sheet P-4.



NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

IN CHARGE OF: P.D.L.
DESIGNED BY: F.N.K.
DRAWN BY: F.N.K.
CHECKED BY: [Signature]

| | | | |
|---------------------------------------|--|--|--|
| COUNTY OF ONONDAGA | | DATE: APRIL 5, 1974 | |
| LEY CREEK SHREDDING PLANT | | SCALE: AS SHOWN | |
| CONTRACT NO.5D | | FILE NO: 55.29-67F | |
| FLOOR PLAN | | TOWN OF SALINA ONONDAGA CO., N.Y. | |
| PLUMBING | | BARTON, BROWN, CLYDE & LOGUE, INC., P.C. | |
| CONSULTING ENGINEERS & LAND SURVEYORS | | NORTH SYRACUSE, NEW YORK | |



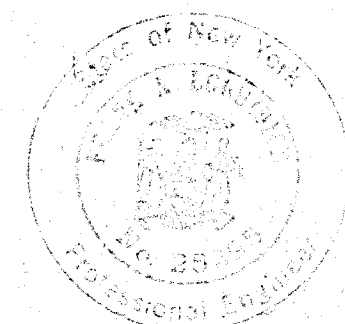
- NOTES**
1. All air piping shall be insulated in unheated areas.
 2. Provide moisture traps at low points in air lines. See Detail 5h P-2.
 3. Slope air lines to moisture traps.

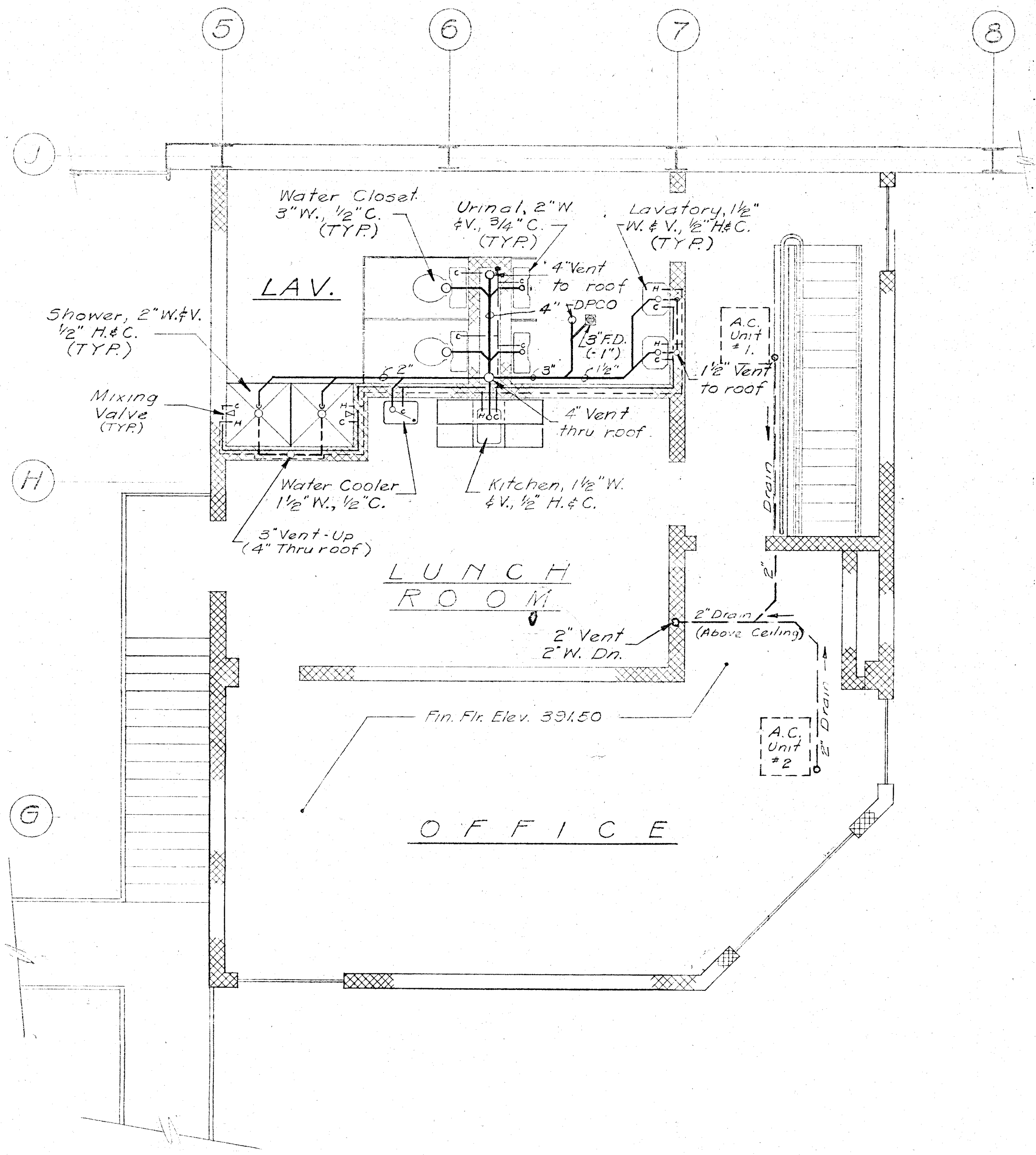
FLOOR PLAN
Scale: 1/4" = 1'-0"

NOTE:
For details of floor drains, post hydrants SECTION "A" see Sheet P-4.

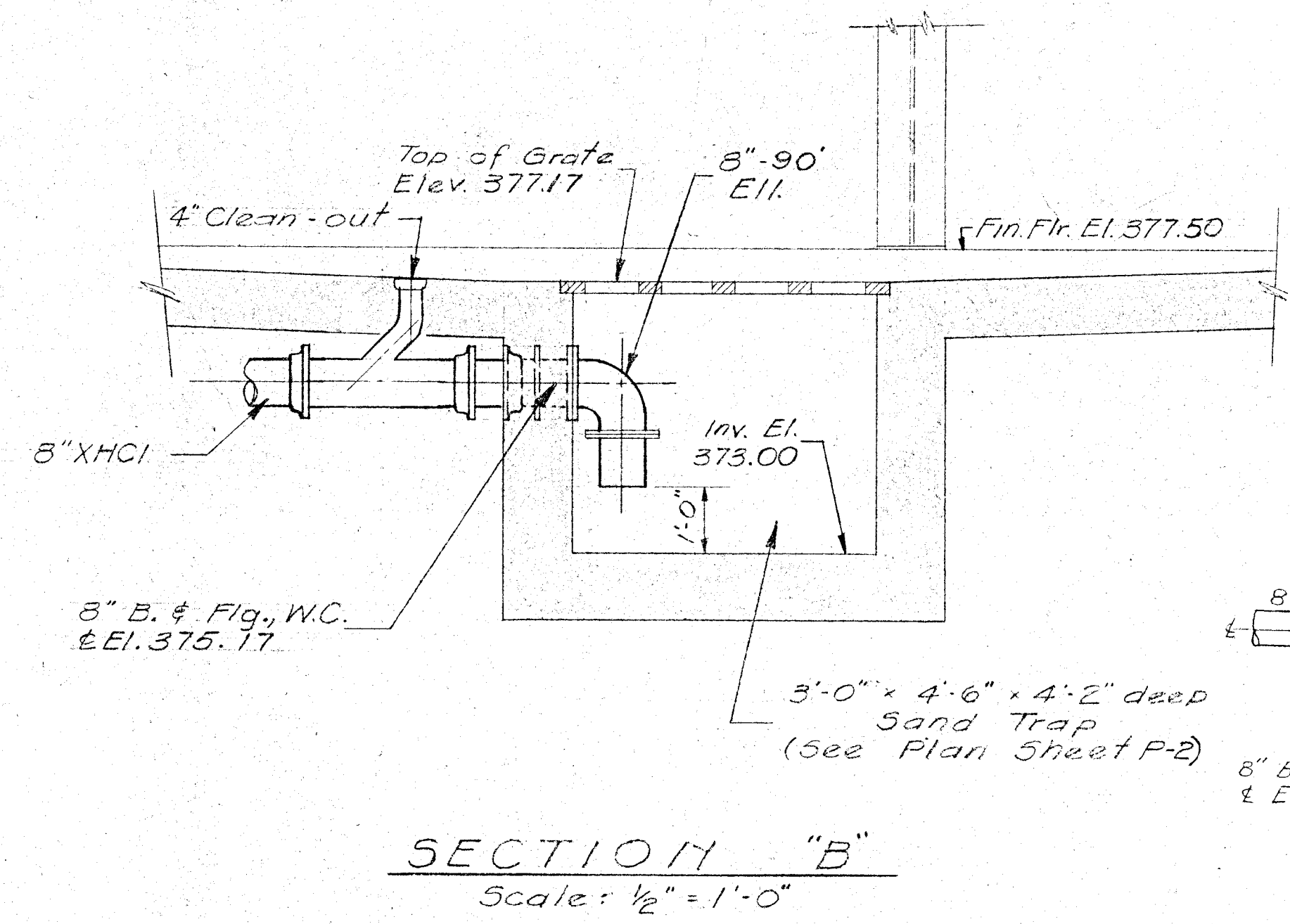
NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

IN CHARGE OF: P.D.L.
DESIGNED BY: F.N.K.
DRAWN BY: F.N.K.
CHECKED BY: [Signature]

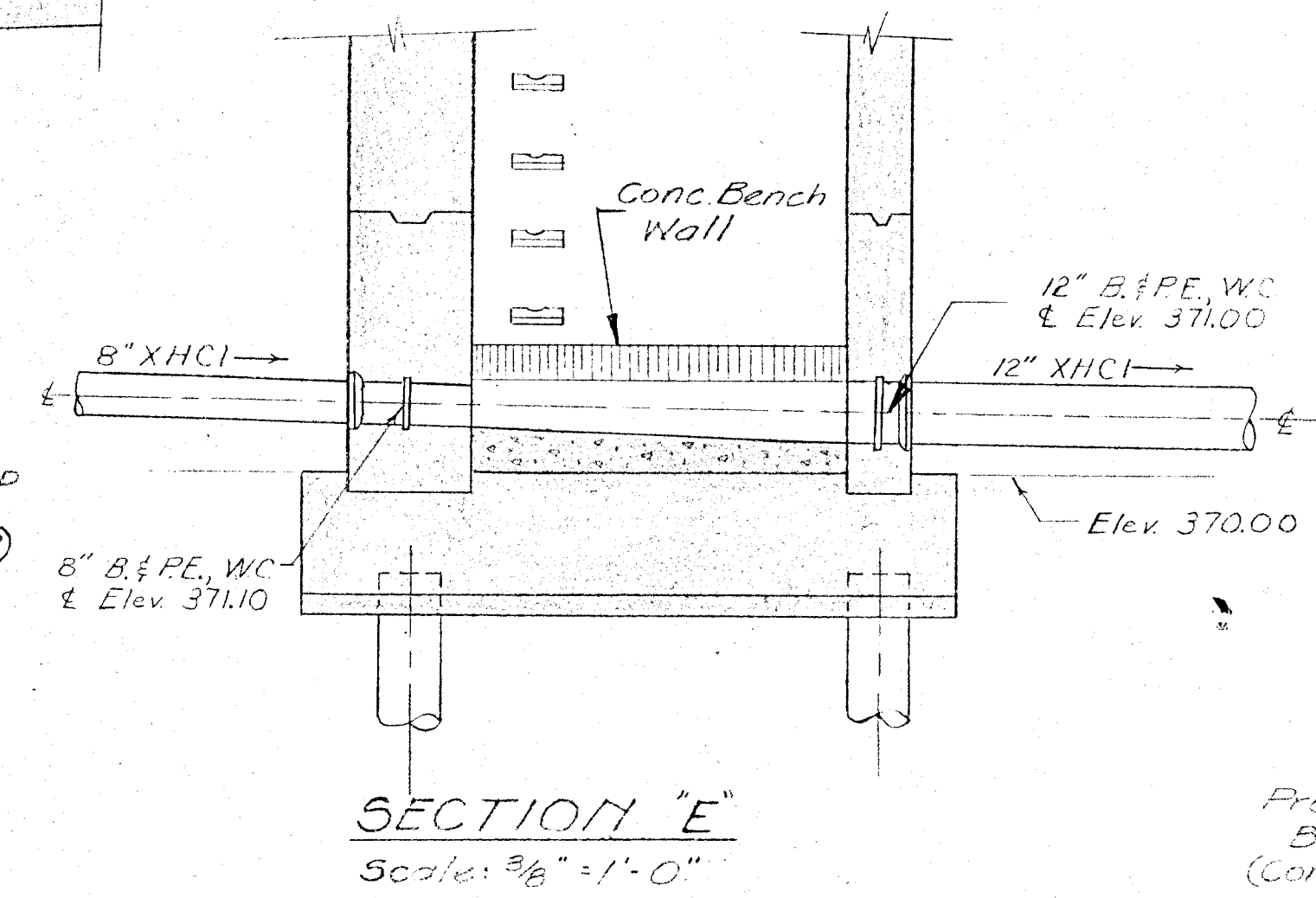
| | | |
|---|--|---|
| COUNTY OF ONONDAGA LEY CREEK SHREDDING PLANT CONTRACT NO.5D FLOOR PLAN PLUMBING | |  |
| | | |
| BARTON, BROWN, CLYDE & LOGUIDICE, P.C. CONSULTING ENGINEERS & LAND SURVEYORS NORTH SYRACUSE, NEW YORK | DATE: APRIL 5, 1974 SCALE: AS SHOWN | P-3 FILE NO.: 55-29-68F |
| REVISIONS | [Signature] | |



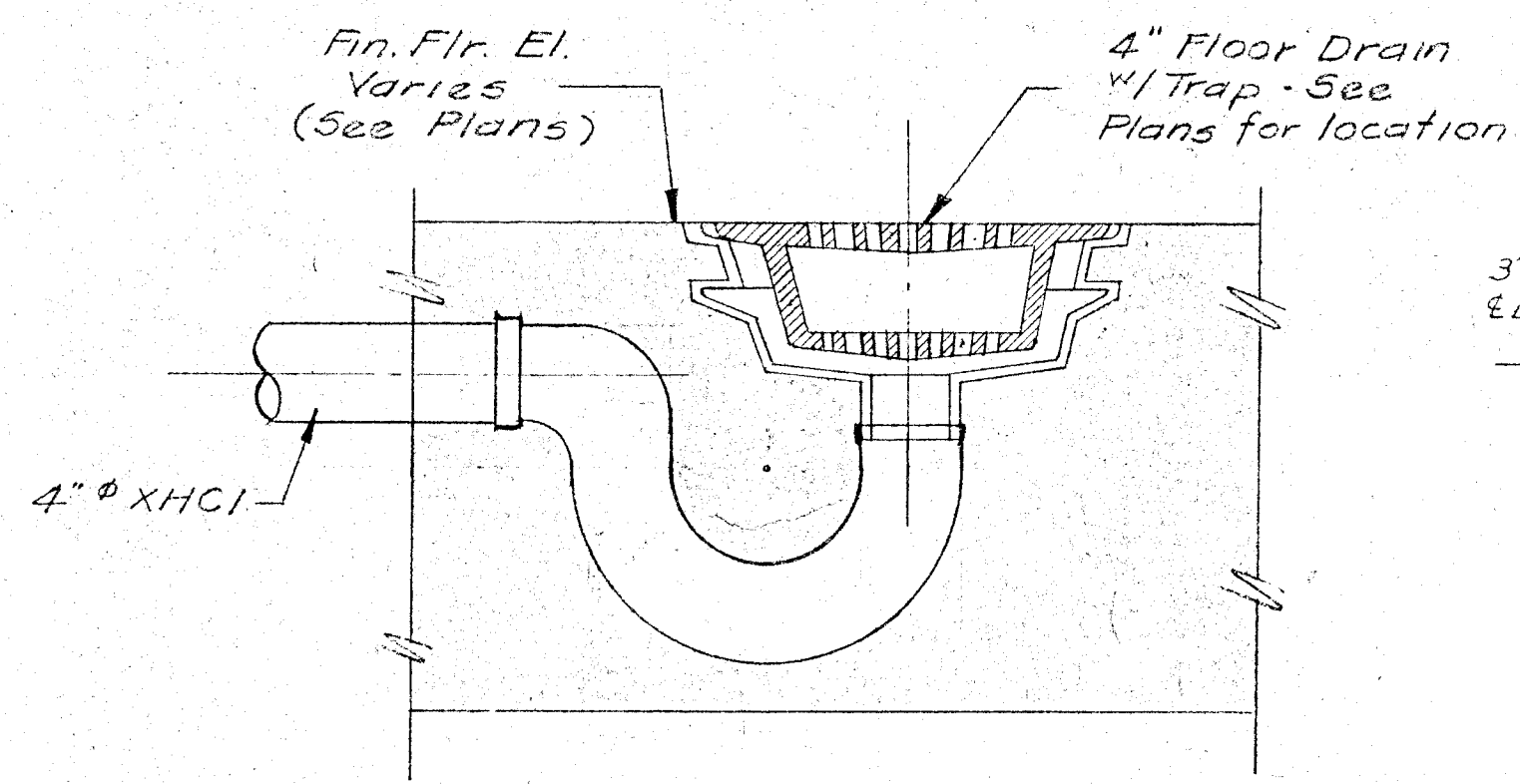
PLAN @ ELEV. 394.00
Scale: 1/4" = 1'-0"



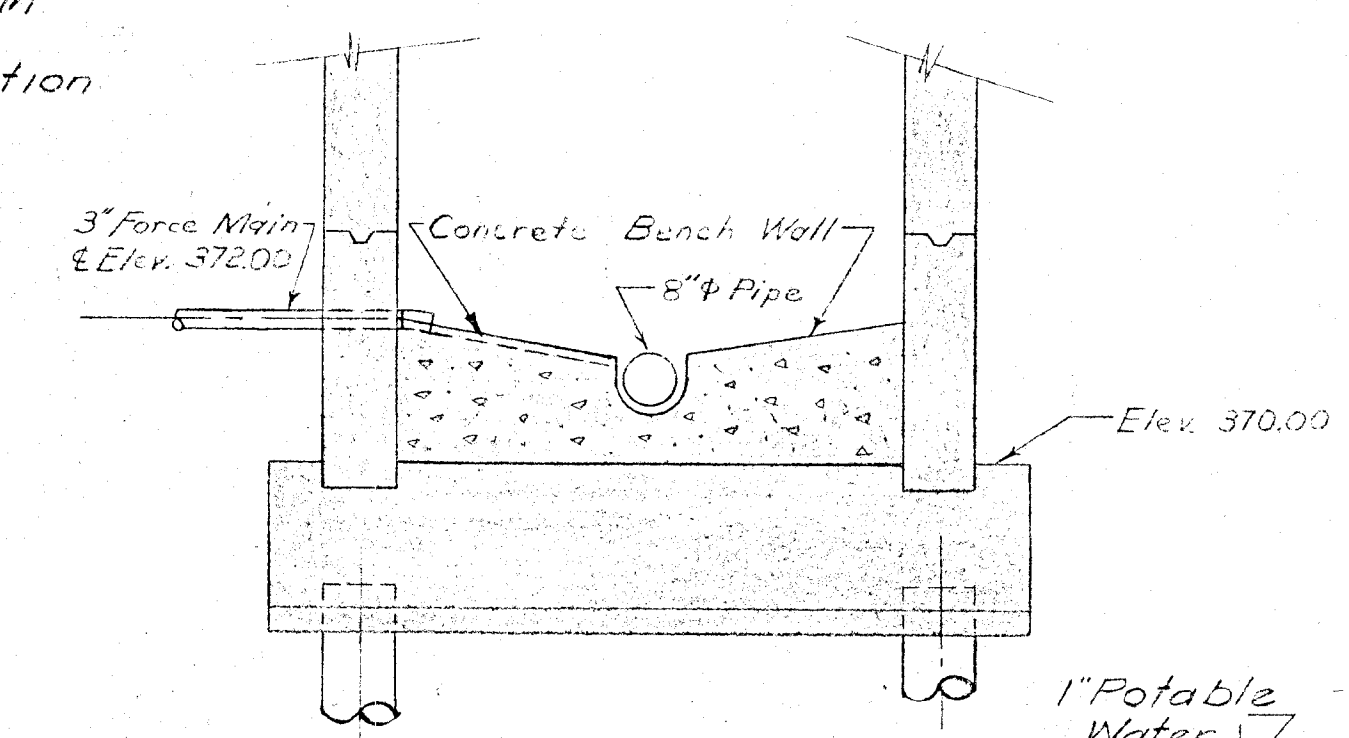
SECTION "B"
Scale: 1/2" = 1'-0"



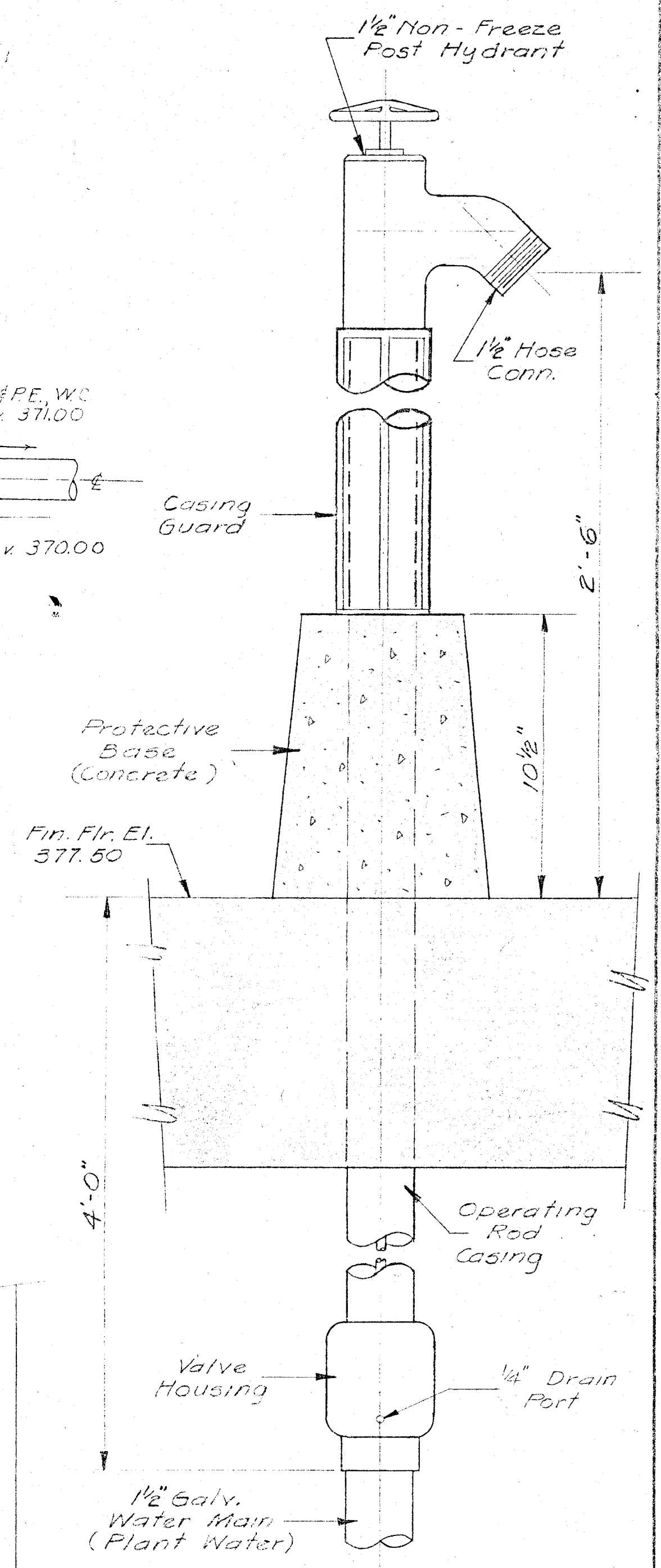
SECTION "E"
Scale: 3/8" = 1'-0"



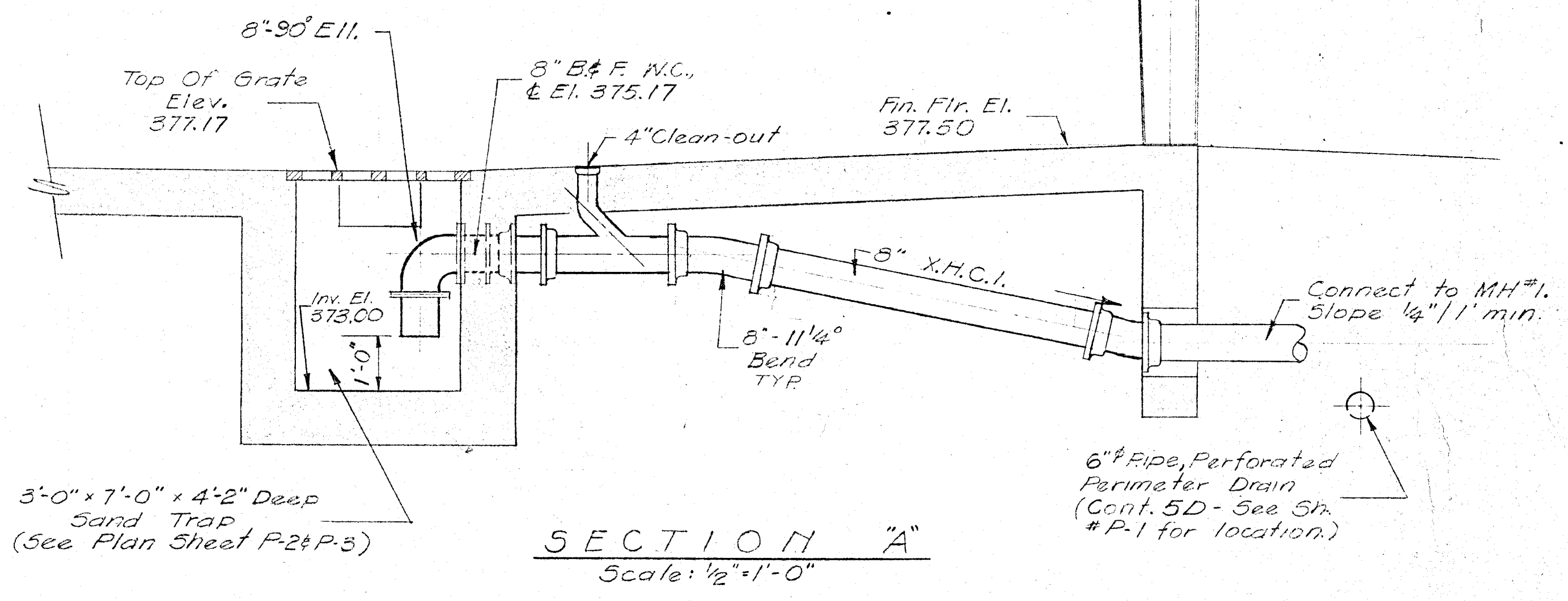
DETAILS
'4' FLOOR DRAIN
No Scale



SECTION "F"
Scale: 3/8" = 1'-0"



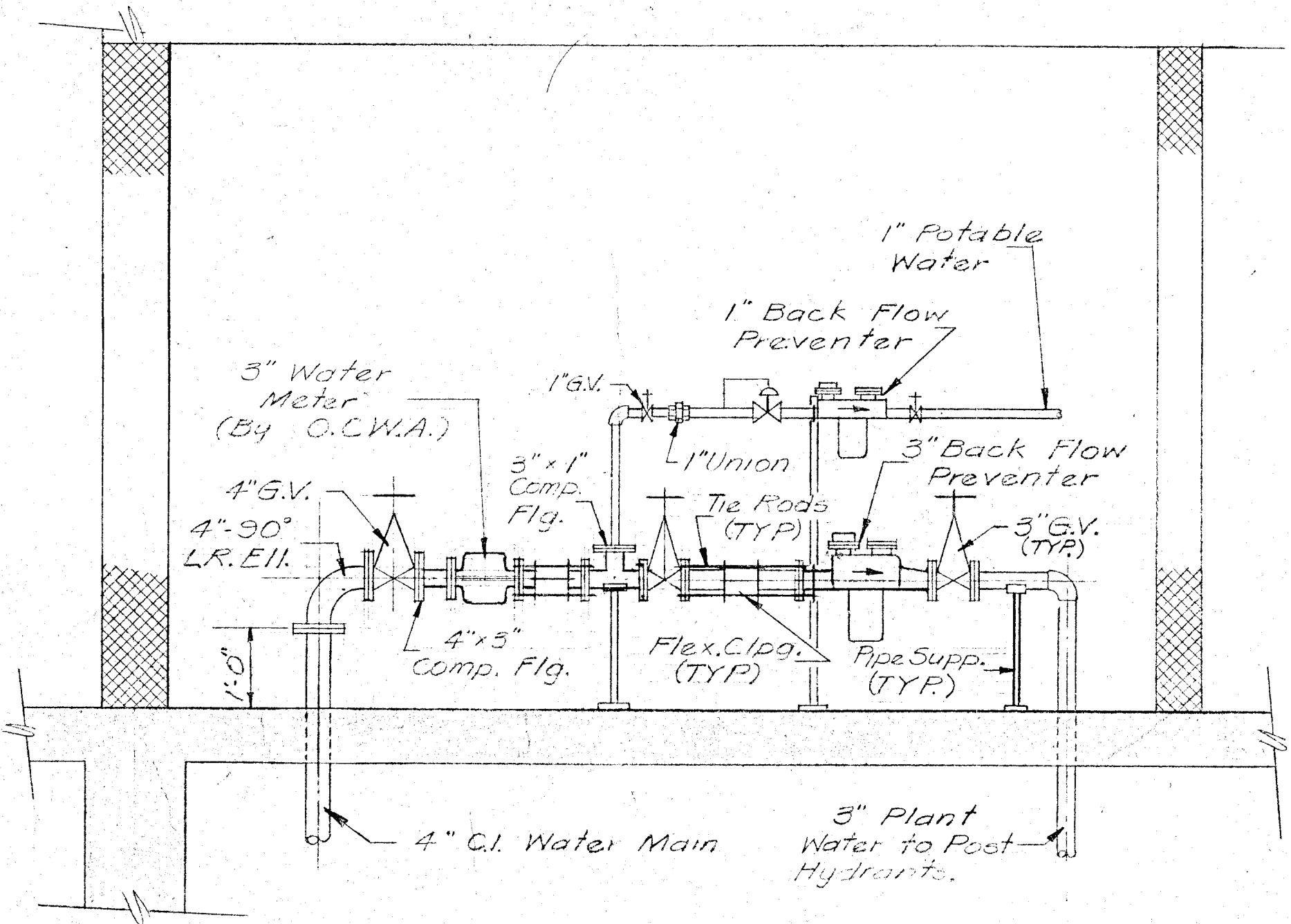
DETAILS
POST HYDRANT
No Scale



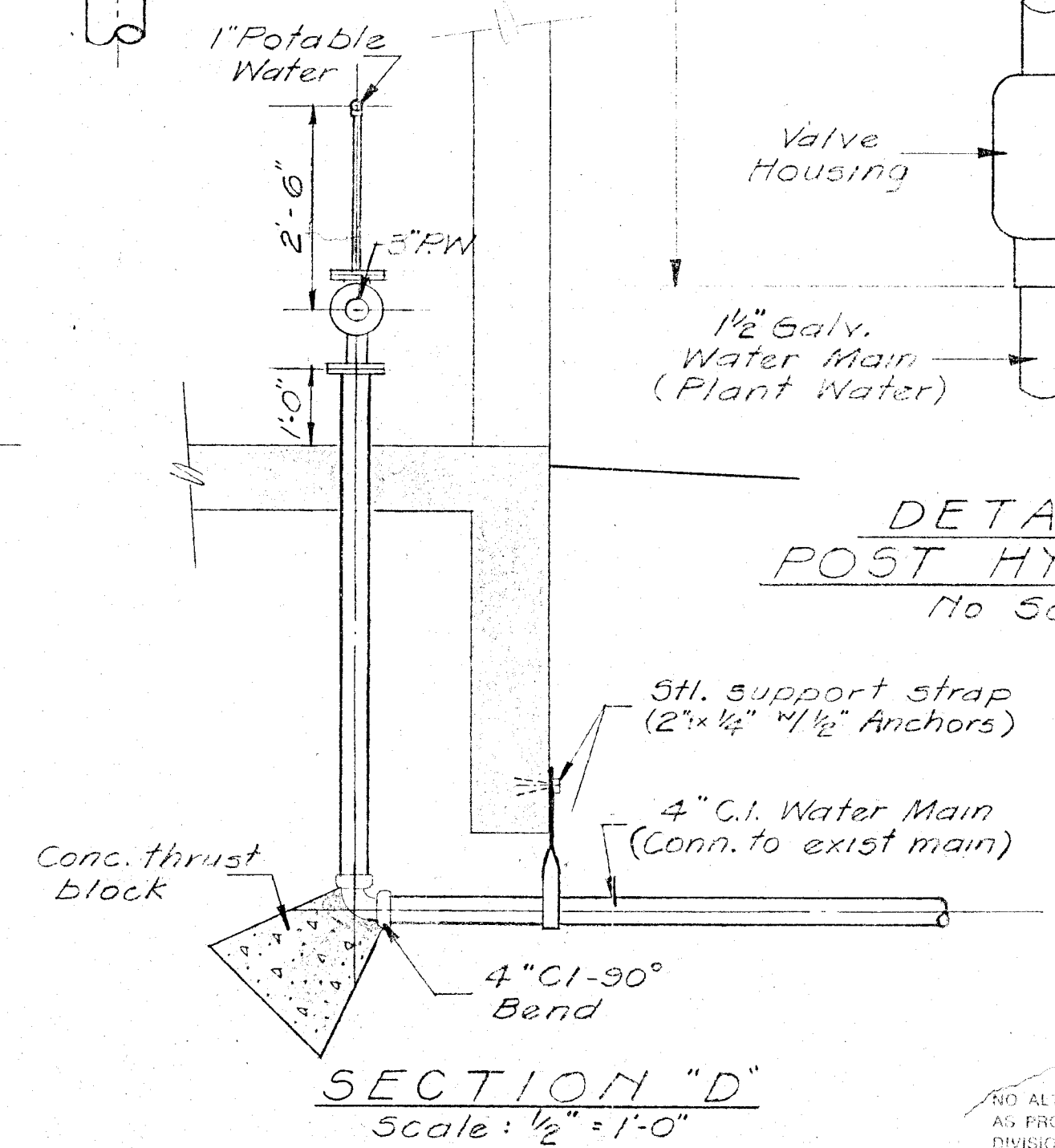
SECTION "A"
Scale: 1/2" = 1'-0"

3'-0" x 7'-0" x 4'-2" Deep Sand Trap (See Plan Sheet P-2 & P-3)

6" Pipe, Perforated Perimeter Drain (Cont. 5D - See Sh. # P-1 for location.)



SECTION "C"
Scale: 1/2" = 1'-0"

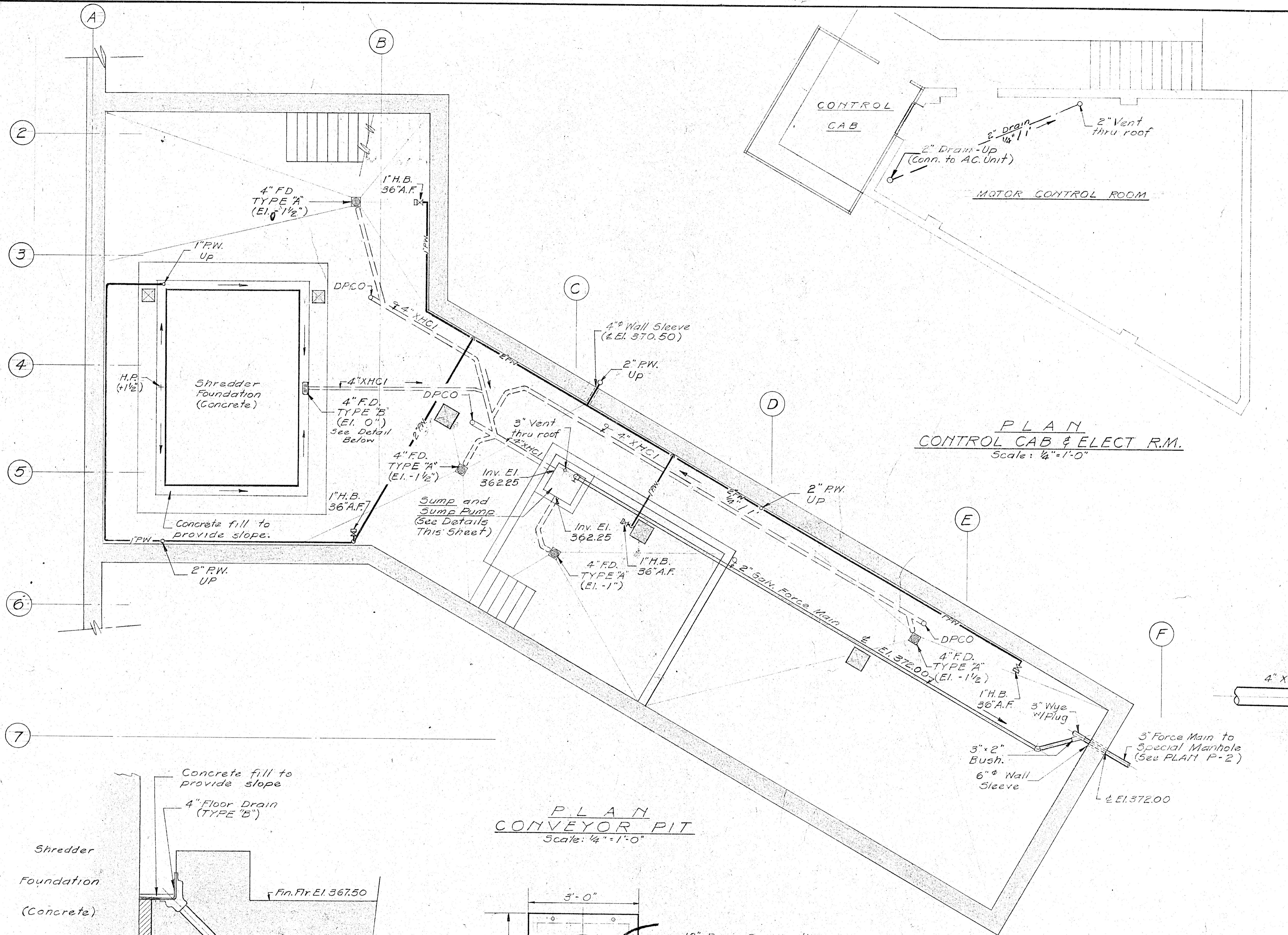


SECTION "D"
Scale: 1/2" = 1'-0"

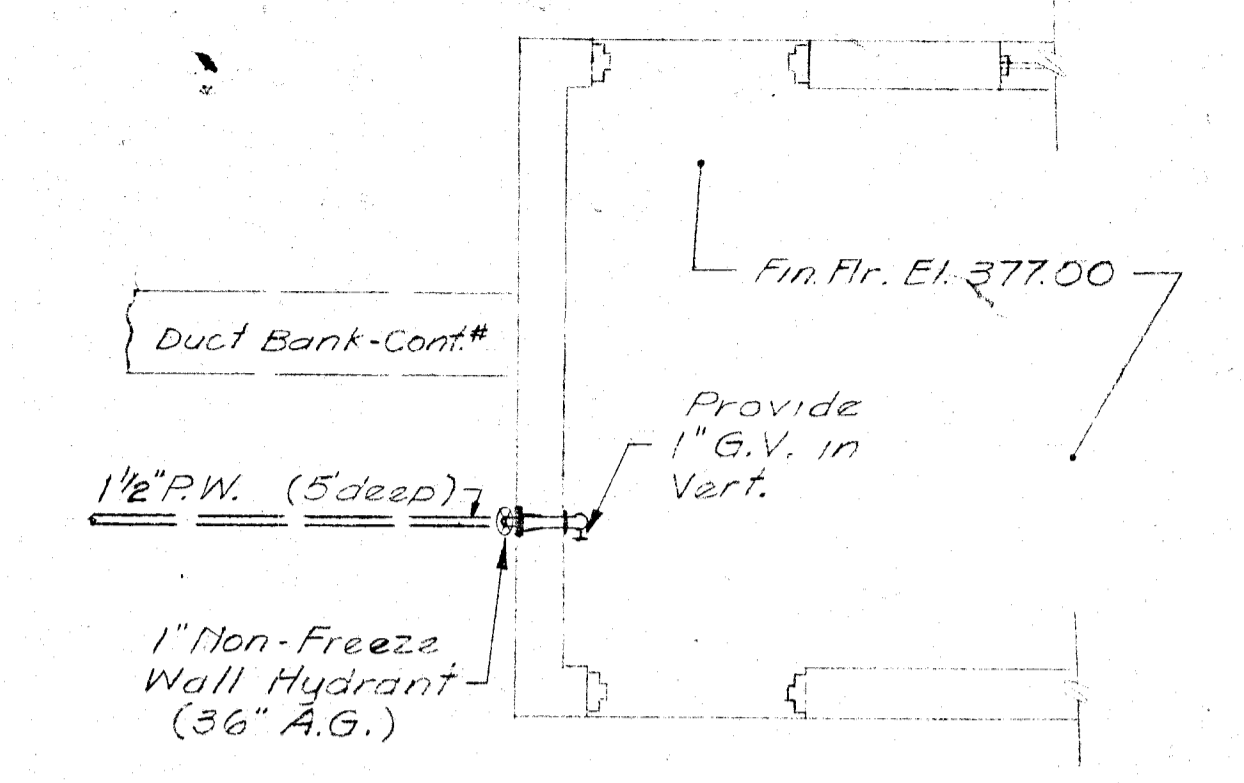
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IN CHARGE OF PDL
DESIGNED BY FNK
DRAWN BY FNK
CHECKED BY

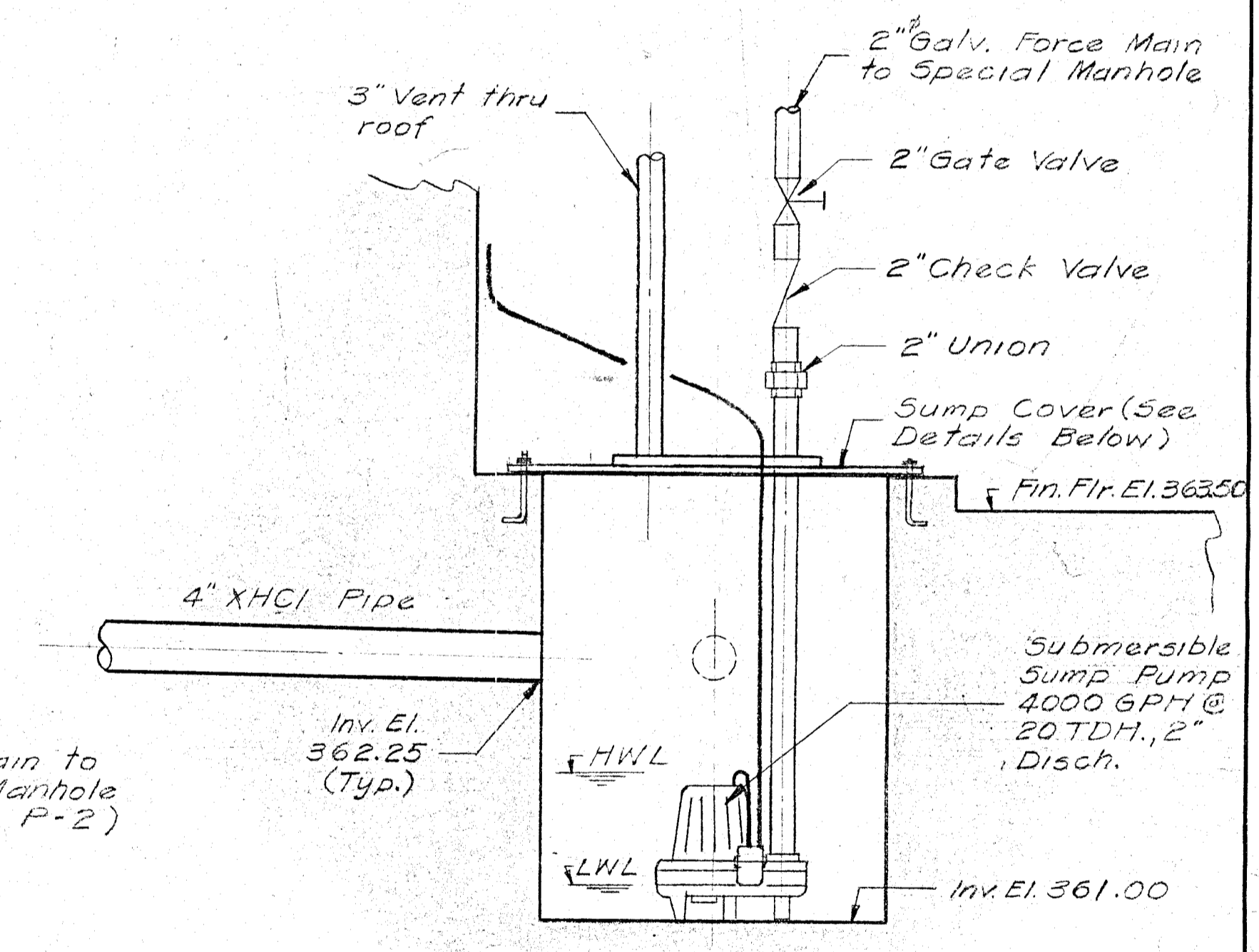
| | | |
|--|---|--|
| COUNTY OF ONONDAGA LEY CREEK SHREDDING PLANT CONTRACT NO. 5D PLANS & SECTIONS PLUMBING | | |
| TOWN OF SALINA BARTON BROWN C. YDE & LOGGIDICERS CONSULTING ENGINEERS & LAND SURVEYORS NORTH SYRACUSE, NEW YORK | ONONDAGA CO., N.Y. DATE: APRIL 5, 1974 SCALE: AS SHOWN FILE NO.: 55-29-69F | |



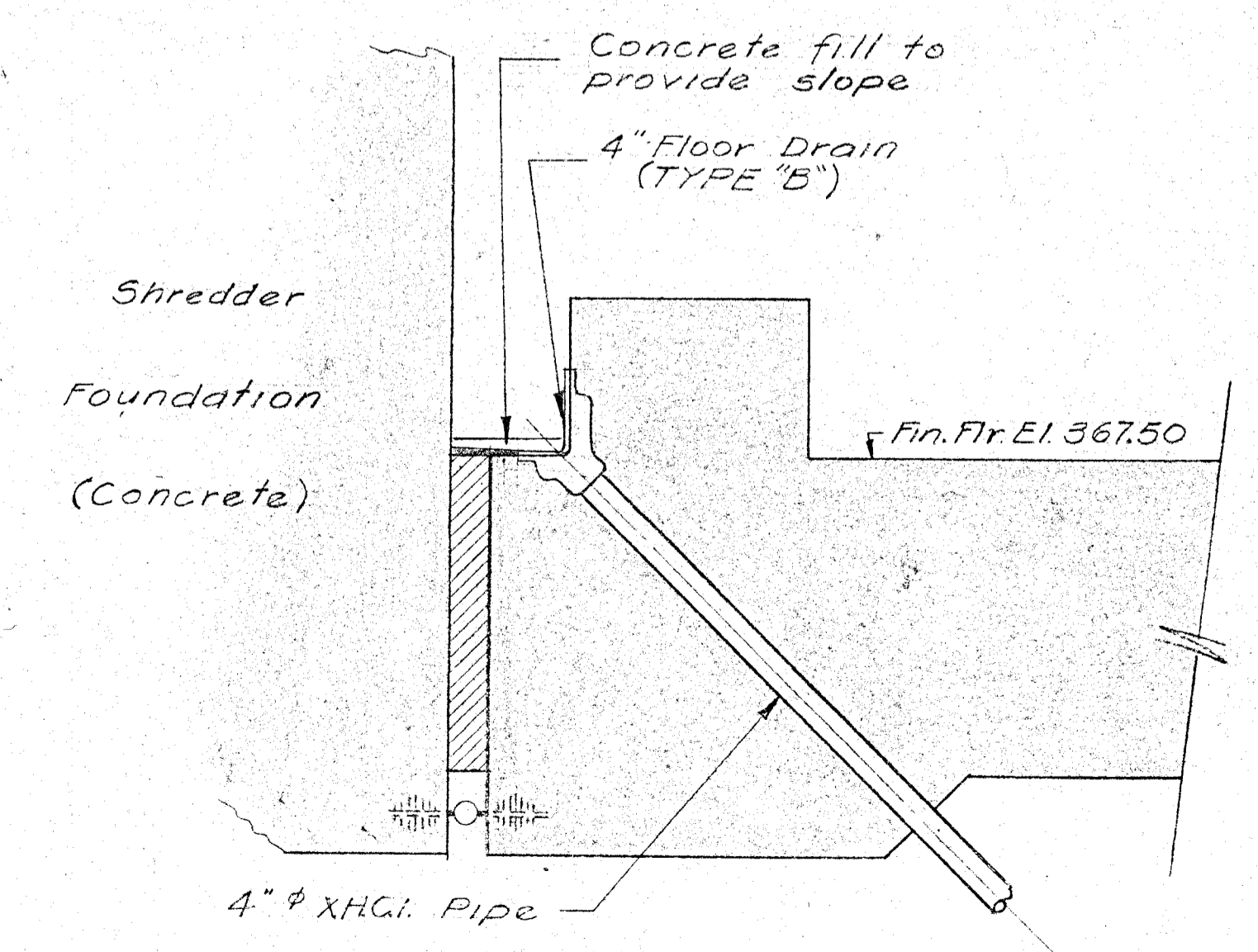
**PLAN
CONTROL CAB & ELECT R.M.**
Scale: 1/4" = 1'-0"



**PLAN
SCALE HOUSE**
Scale: 1/4" = 1'-0"

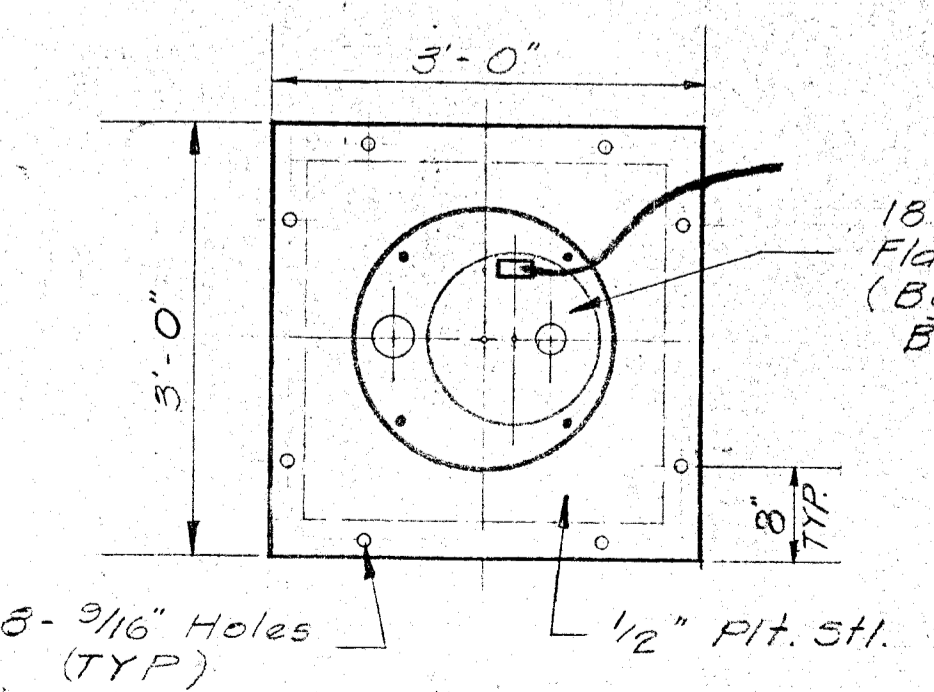


**DETAILS
SUMP & SUMP PUMP**
No Scale



**DETAILS
4" FLOOR DRAIN**
No Scale

**PLAN
CONVEYOR PIT**
Scale: 1/4" = 1'-0"



**DETAILS
SUMP COVER**
Scale: 3/4" = 1'-0"

NOTE: For details see Sheet P-4

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

| | | |
|--|---|------------|
| COUNTY OF ONONDAGA LEY CREEK SHREDDING PLANT CONTRACT NO. 50 PLANS & DETAILS PLUMBING | | |
| TOWN OF SALINA ONONDAGA CO., N.Y. BARTON, BROWN, CLYDE & LOGUIDICE, P.C. CONSULTING ENGINEERS & LAND SURVEYORS NORTH SYRACUSE, NEW YORK | | |
| REVISIONS 15 | DATE: APRIL 5, 1974 SCALE: AS SHOWN FILE NO.: 55.29-70F | P-5 |

IN CHARGE OF: P.D.L.
 DESIGNED BY: F.N.K.
 DRAWN BY: F.N.K.
 CHECKED BY: [Signature]