

Invitation to Bid

The Rochester Housing Authority, Rochester, New York, will receive sealed bids for **Holland Townhouse Parking Lot Expansion. 1 Prime-General Contractor.**

in connection with the **Above Project**, NY-41-09 at the **Holland Townhouses, in the City of Rochester, New York UNTIL:**

Wednesday, August 5, 2026 @ 11:00 a.m. at its Procurement Office, 495 Upper Falls Blvd., Rochester, New York, at which time and place all bids will be publicly opened and read aloud.

There will be a walk through at Holland Townhouses on Tuesday, July 14, 2026, at 11:00 am. Meet in the parking lot near the Anthony Jordan Health Center.

Plans and specifications may be obtained from the RHA website www.rochesterhousing.org and The Builders Exchange at www.robex.com after registering your request beginning **Monday, July 6, 2026.**

Bids will not be accepted unless the documents have been obtained under the name of the bidding party and all other bid requirements, as identified here, are met. Bids must include all required documentation, bid security and addendum(s).

The contact person (s) is/are **mwolfe@rochesterhousing.org**

A satisfactory Bid Bond executed by the Bidder and an acceptable surety company listed on US Treasury Circular 570, in an amount equal to five percent (5%) of the bid shall be submitted with each bid in excess of One Hundred Thousand Dollars (\$100,000).

For all construction contracts exceeding \$100,000, the successful bidder shall be required to furnish and pay for a Performance Bond & a Payment Bond each for 100% of the contract price (Surety company must be listed on the US Treasury Circular 570 as a certified company)

The Rochester Housing Authority reserves the right to reject any or all bids for any reason or to waive any informalities in the bidding included but not limited to:

- All received bids exceed the budgeted amount for this project.
- Submitted bids that are unreasonably low for the project scope based on RHA *determination of responsibility.*

No bids shall be withdrawn for a period of ninety (90) days after bid opening without the express consent of the Rochester Housing Authority.

Rochester Housing Authority



To: All Contractors

All bids that are submitted to RHA must include completely filled out bid forms.

What does this consist of?

- a. Bid Proposal form must be completed with any unit prices and alternates
- b. Schedule of Amounts for Contract Payments (HUD-51000)
- c. Previous Participation Certification (HUD-2530) for jobs over \$50,000.00-completed
- d. Acknowledgment of Principal – **Notarized**
- e. Affidavit - **Notarized**
- f. Representations, Certifications, and Other Statements of Bidders (HUD-5369A) must be fully filled out completely
- g. 5% Bid Security for all bids over \$100,000
- h. If Applicable, Acknowledgment of receipt of Addendum(s). Signed cover page(s) of all addendum(s) pertaining to this project **must** be included with bid submission.
- i. Section 3 Vendor Commitment form. **MUST be included in your bid submission.**

(Note: All Notary stamps/signatures MUST be originals, not photocopies)

Failure to include the above items in your bid may render the bid non-responsive.

If you have any questions on the above paperwork or require any clarification, please contact mwolfe@rochesterhousing.org

PROPOSAL FORM
Holland Townhouse Parking Lot Expansion

PROJECT NY 41-09

Date: August 6, 2026

Rochester Housing Authority
495 Upper Falls Blvd.
Rochester, New York 14605

Contractors:

The undersigned, having become familiar with the Contract Documents including all addenda (No's _____), the requirements necessary to provide, perform and/or supply as necessary the work, materials, supplies or equipment as either solicited or advertised and further having visited the site of the project to ascertain all local conditions affecting the cost of the work, material, supplies or equipment, hereby proposes to furnish all the labor, materials, tools, supplies, equipment and all other incidental items necessary to complete the work or deliver in first class condition supplies and/or equipment, including insurance and taxes, and to do and perform all things as required in the specifications, all in accordance with the Contract Documents, TERMS MAY BE UPDATED FROM TIME TO TIME, WHICH TERMS ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF, for the total sum of;

_____ and /100 dollars
(\$ _____)

If unit prices are noted for additional work or work that may be required in conjunction with this contract the unit prices will then become part of this proposal.

<u>Unit Prices</u>	<u>DEDUCT Alternates</u>
N/A	N/A
\$ _____	\$ _____

The undersigned further agrees to complete the entire work to the satisfaction of the Rochester Housing Authority, and in strict conformance with the Drawings, Specifications and the Contract Documents within ****270** calendar days subsequent to the date upon which work hereunder is to commence as set forth in the Notice and Order to Proceed, and that Liquidated Damages may be assessed by the Authority as per the "Schedule of Liquidated Damages" for each calendar day of delay beyond the completion date as established in the Notice and Order to Proceed. The Notice and Order to Proceed will commence on the day of the Pre-Construction Conference, and/or Purchase Order is given to the Contractor/unless a specific date is in the Special Conditions in the bid package.

(Bidder)

(Address)

(City State Zip)

(Signature & Title)

Schedule of Amounts for Contract Payments

U.S. Department of Housing and Urban Development Office of Public and Indian Housing

OMB Approval No. 2577-0157
(Exp. 11/30/2023)

No progress payments shall be made to the contractor unless a schedule of amounts for contract payments in accordance with the construction contract is received.

Public reporting burden for the collection of this information is estimated to average 1 hour 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. The agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. Construction practices and HUD administrative requirements establish the need tha HA's maintain certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAs to provide information on the construction progress schedule of amounts for contract payments. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Project Name & Location:		Holland Townhouses Parking Lot Improvements				
Name, Address, and Zip Code of Contractor					Project Number	41-54
Nature of Contract:		Concrete, asphalt, site improvements.			Contract Number	195892
Approved for Contractor by				Title:		Date:
Approved for Architect by		N/A		Title:		Date:
Approved by Owner by				Title:		Date:

Item No (1)	Description of Item (2)	Quantity (3)	Unit of Measure (4)	Unit Price in Place (5)	Amount of Sub-Item (6)	Amount of Principal (7)
1	Bond					0.00
	sub-item Labor		hours		0.00	
	sub-item Materials		each		0.00	
2	General Conditions					0.00
	sub-item Labor		hours		0.00	
	sub-item Materials		each		0.00	
3	Demolition and Clearing					0.00
	sub-item Labor		hours		0.00	
	sub-item Materials		each		0.00	
4	General Excavation					0.00
	sub-item Labor		hours		0.00	
	sub-item Materials		each		0.00	
6	Backfill					0.00
	Labor		hours		0.00	
	Materials		each		0.00	
8	Concrete Foundations					0.00
	Labor		hours		0.00	
	Materials		each		0.00	
14	Masonry					0.00
	Labor		hours		0.00	
	Materials		each		0.00	
15	Stonework					0.00
	Labor		hours		0.00	
	Materials		each		0.00	
56	Signs					0.00
	Labor		hours		0.00	
	Materials		each		0.00	

Schedule of Amounts for Contract Payments

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20	Rough Carpentry						0.00
		Labor		hours		0.00	
		Materials		each		0.00	
26	Finish Carpentry						0.00
		Labor		hours		0.00	
		Materials		each		0.00	
55	Asphalt						0.00
		Labor		hours		0.00	
		Materials		each		0.00	
42	Stone Base						0.00
		Labor		hours		0.00	
		Materials		each		0.00	
43	Fencing						0.00
		Labor		hours		0.00	
		Materials		each		0.00	
50	Street and Yard Lighting						0.00
		Labor		hours		0.00	
		Materials		each		0.00	
54	Yard Work						0.00
		Labor		hours		0.00	
		Materials		each		0.00	
63	Punch List						0.00
		Labor		hours		0.00	
		Materials		each		0.00	
64	Lawns and Plantings						0.00
		Labor		hours		0.00	
		Materials		each		0.00	
42	(Other)						0.00
		Labor		hours		0.00	
		Materials		each		0.00	
43	(Other)						0.00
		Labor		hours		0.00	
		Materials		each		0.00	
	Permits						
	Overhead & Profit						
	Total Amount of Contract or Carried Forward						\$0.00

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Signature of authorized representative

Date signed (mm/dd/yyyy)

X

Previous editions are obsolete

form HUD-51000 (7/97)
ref Handbooks 7417.1 and 7485.1

Schedule of Amounts for Contract Payments

U.S. Department of Housing and Urban Development Office of Public and Indian Housing

OMB Approval No. 2577-0157
(Exp. 11/30/2023)

Master List of Items

Item NO.	Division of Work	Item NO.	Division of Work	
1	Bond	20	Rough Carpentry	
2	General Conditions (1)	21	Metal Bucks	Site Improvements
3	Demolition & Clearing	22	Caulking	44 Retaining Walls
	Structures	23	Weatherstripping	45 Storm Sewers
		24	Lath & Plaster-Drywall	46 Sanitary Sewers
				Water Distribution
4	General Excavation	25	Stucco	47 System
5	Footing Excavation	26	Finish Carpentry	48 Gas Distribution System
6	Backfill	27	Finish Hardware	49 Electrical Distribution
7	Foundation Piles & Caissons	28	Glass & Glazing	50 System
8	Concrete Foundations	29	Metal Doors	51 Street & Yard lighting
9	Concrete Superstructures	30	Metal Base & Trim	52 Fire & Police Alarm
10	Reinforced Steel	31	Toilet Partitions	53 System
11	Waterproofing & Dampproofing	32	Floors	54 Fire Protection System
12	Spandrel Waterproofing	33	Painting & Decorating	55 Street Work
13	Structural Steel	34	Screens	56 Yard Work
14	Masonry	35	Plumbing	(Other)
15	Stonework	36	Heating	(Other)
16	Miscellaneous & Ornamental Metal	37	Ventilating System	Equipment
17	Metal Windows	38	Electrical	57 Shade & Drapery Rods
18	Roofing	39	Elevators	58 Ranges
19	Sheet Metal	40	Elevator Enclosures-Metal	59 Refrigerators
				Kitchen Cabinets & Work
		41	Incinerators-Masonry & Parts	60 Tables
		42	(Other)	61 Laundry Equipment
		43	(Other)	62 (Other)
				63 Punch List (2)
				64 Lawns & Plantings

1 General Conditions should be 3% to 5% of contract amount.

2 Punch List should be approximately 1/2 of 1% or \$30.00 per dwelling unit whichever is greater.

Previous editions are obsolete

form HUD-51000 (4/20)
ref Capital Fund Guidebook

Schedule of Amounts for Contract Payments

U.S. Department of Housing and Urban Development Office of Public and Indian Housing

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Project Name & Location:		Example Project					
Name, Address, and Zip Code of Contractor						Project Number	xxxxx
Nature of Contract:		Example Project				Contract Number	xxxxx
Approved for Contractor by				Title:		Date	
Approved for Architect by				Title:		Date	
Approved by Owner by				Title:		Date	
Item No (1)	Description of Item (2)	Quantity (3)	Unit of Measure (4)	Unit Price in Place (5)	Amount of Sub-Item (6)	Amount of Principal (7)	
2	General Conditions (5%maximum)	1	lump sum	10.00	10.00	10.00	
3	Demo & Clearing					450.00	
	sub-item	Labor	10.00	hours	35.00	350.00	
	sub-item	Materials	1	each	100.00	100.00	
14	Masonry					450.00	
	sub-item	Labor	10.00	hours	35.00	350.00	
	sub-item	Materials	1	each	100.00	100.00	
19	Sheet Metal					450.00	
	sub-item	Labor	10.00	hours	35.00	350.00	
	sub-item	Materials	1	each	100.00	100.00	
22	Caulking					450.00	
	sub-item	Labor	10.00	hours	35.00	350.00	
	sub-item	Materials	1	each	100.00	100.00	
24	Lath & Plastering - Drywall					450.00	
	sub-item	Labor	10.00	hours	35.00	350.00	
	sub-item	Materials	1	each	100.00	100.00	
26	Finish Carpentry					450.00	
	sub-item	Labor	10.00	hours	35.00	350.00	
	sub-item	Materials	1	each	100.00	100.00	
32	Floors					450.00	
	sub-item	Labor	10.00	hours	35.00	350.00	
	sub-item	Materials	1	each	100.00	100.00	
33	Painting & Decorating					450.00	
	sub-item	Labor	10.00	hours	35.00	350.00	
	sub-item	Materials	1	each	100.00	100.00	
35	Plumbing					450.00	
	sub-item	Labor	10.00	hours	35.00	350.00	

	sub-item	Materials	1	each	100.00	100.00	
37	Ventilating System						450.00
	sub-item	Labor	10.00	hours	35.00	350.00	
	sub-item	Materials	1	each	100.00	100.00	
38	Electrical						450.00
	sub-item	Labor	10.00	hours	35.00	350.00	
	sub-item	Materials	1	each	100.00	100.00	
43	Other						450.00
	sub-item	Labor	10	hours	35.00	350.00	
	sub-item	Materials	1	each	100.00	100.00	
57	Shades & Drapery Rods						450.00
	sub-item	Labor	10	hours	35.00	350.00	
	sub-item	Materials	1	each	100.00	100.00	
60	Kitchen Cabinets						450.00
	sub-item	Labor	10	hours	35.00	350.00	
	sub-item	Materials	1	each	100.00	100.00	
63	Punch List						450.00
		Labor	10	hours	35.00	350.00	
		Materials	1	each	100.00	100.00	
	Permits						10.00
	Overhead						10.00
	Profit						10.00
	Total Amount of Contract or Carried Forward						\$6,760.00

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Signature of authorized representative

X

Date signed (mm/dd/yyyy)

Previous editions are obsolete

form HUD-51000 (7/97)

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Master List of Items

Item NO.	Division of Work	Item NO.	Division of Work	
1	Bond	20	Rough Carpentry	
2	General Conditions (1)	21	Metal Bucks	Site Improvements
3	Demolition & Clearing	22	Caulking	Retaining Walls
		23	Weatherstripping	Storm Sewers
	Structures	24	Lath & Plaster-Drywall	Sanitary Sewers
				Water Distribution
4	General Excavation	25	Stucco	System

Schedule of Amounts for Contract Payments

U.S. Department of Housing and Urban
Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157
(Exp. 11/30/2023)

5	Footing Excavation	26	Finish Carpentry	Gas Distribution System
6	Backfill	27	Finish Hardware	Electrical Distribution System
7	Foundation Piles & Caissons	28	Glass & Glazing	Street & Yard lighting
8	Concrete Foundations	29	Metal Doors	Fire & Police Alarm System
9	Concrete Superstructures	30	Metal Base & Trim	Fire Protection System
10	Reinforced Steel	31	Toilet Partitions	Street Work
11	Waterproofing & Dampproofing	32	Floors	Yard Work
12	Spandrel Waterproofing	33	Painting & Decorating	(Other)
13	Structural Steel	34	Screens	(Other)
14	Masonry	35	Plumbing	
15	Stonework	36	Heating	
16	Miscellaneous & Ornamental Metal	37	Ventilating System	Equipment
17	Metal Windows	38	Electrical	Shade & Drapery Rods
18	Roofing	39	Elevators	Ranges
19	Sheet Metal	40	Elevator Enclosures-Metal	Refrigerators
				Kitchen Cabinets & Work
		41	Incinerators-Masonry & Parts	Tables
		42	(Other)	Laundry Equipment
		43	(Other)	(Other)
				Punch List (2)
				Lawns & Plantings

- General Conditions should be 3% to 5% of contract amount.
- Punch List should be approximately 1/2 of 1% or \$30.00 per dwelling unit whichever is greater.

Previous editions are obsolete

form HUD-51000 (4/20)
ref Capital Fund Guidebook

**U.S. Department of Housing and
Urban Development**
Office of Public and Indian Housing

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

☒ (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

☐ (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

☐ (3) a 20 percent cash escrow;

☐ (4) a 25 percent irrevocable letter of credit; or,

☐ (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the bidder; or,
(b) Impair the bidder's objectivity in performing the contract work.
[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

[] Black Americans	[] Asian Pacific Americans
[] Hispanic Americans	[] Asian Indian Americans
[] Native Americans	[] Hasidic Jewish Americans

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate"

[] is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 05/31/2019)

US Department of Housing and Urban Development Office of Housing/Federal Housing Commissioner

US Department of Agriculture Farmers Home Administration

Part I to be completed by Principals of Multifamily Projects (See instructions)		For HUD HQ/FmHA use only	
Reason for submission:			
1. Agency name and City where the application is filed		2. Project Name, Project Number, City and Zip Code	
3. Loan or Contract amount \$	4. Number of Units or Beds	5. Section of Act	6. Type of Project (check one) ☐ Existing ☐ Rehabilitation ☐ Proposed (New)

7. List all proposed Principals and attach organization chart for all organizations

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate	8 Role of Each Principal in Project	9. SSN or IRS Employer Number

Certifications: The principal(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as principal(s) in the role(s) and project listed above. The principal(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The principal(s) further certify that to the best of their knowledge and belief:

- Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the principal(s) have participated or are now participating.
- For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
 - No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
 - The principals have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
 - There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the principals or their projects;
 - There has not been a suspension or termination of payments under any HUD assistance contract due to the principal's fault or negligence;
 - The principals have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
 - The principals have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
 - The principals have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
- All the names of the principals who propose to participate in this project are listed above.
- None of the principals is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
- None of the principals is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
- None of the principals have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any principals or affiliates have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
- None of the principals is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
- Statements above (if any) to which the principal(s) cannot certify have been deleted by striking through the words with a pen, and the relevant principal(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

Name of Principal	Signature of Principal	Certification Date(mm/dd/yyyy)	Area Code and Tel. No.
This form prepared by (print name)		Area Code and Tel. No.	

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 05/31/2019)

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the principals' previous participation projects and participation history in multifamily Housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, **"No previous participation, First Experience"**.

1. Principals Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation Yes No If yes, explain		6. Last MOR rating and Physical Insp. Score and date

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	☐ A. No adverse information; form HUD-2530 approval recommended. ☐ B. Name match in system ☐ C. Disclosure or Certification problem ☐ D. Other (attach memorandum)
Staff	Processing and Control	
Supervisor	Director of Housing/Director, Multifamily Division	Approved ☐ Yes ☐ No
		Date (mm/dd/yyyy)

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. 200.210 to 200.245 can be obtained from the Multifamily Housing Representative at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record.

Carefully read the certification before you sign it. Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

Purpose: This form provides HUD with a certified report of all previous participation in HUD multifamily housing projects by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all principal participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530:

Form HUD-2530 must be completed and signed by all principals applying to participate in HUD multifamily housing projects, including those who have no previous participation. The form must be signed and filed by all principals and their affiliates who propose participating in the HUD project. Use a separate form for each role in the project unless there is an identity of interest.

Principals include all individuals, joint ventures,

partnerships, corporations, trusts, non-profit organizations, any other public or private entity that will participate in the proposed project as a sponsor, owner, prime contractor, turnkey developer, managing agent, nursing home administrator or operator, packager, or consultant. Architects and attorneys who have any interest in the project other than an arm's length fee arrangement for professional services are also considered principals by HUD.

In the case of partnerships, all general partners regardless of their percentage interest and limited partners having a 25 percent or more interest in the partnership are considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.

Affiliates are defined as any person or business concern that directly or indirectly controls the policy of a principal or has the power to do so. A holding or parent corporation would be an example of an affiliate if one of its subsidiaries is a principal.

Exception for Corporations – All principals and affiliates must personally sign the certificate except in the following situation. When a corporation is a principal, all of its officers, directors, trustees and stockholders with 10 percent or more of the common (voting) stock need not sign personally if they all have the same record to report. The officer who is authorized to sign for the corporation or agency will list the names and title of those who elect not to sign. However, any person who has a record of participation in HUD projects that is separate from that of his or her organization must report that activity on this form and sign his or her name. The objective is full disclosure.

Exemptions – The names of the following parties do not need to be listed on form HUD-2530: Public Housing Agencies, tenants, owners of less than five condominium or cooperative units and all others whose interests were acquired by inheritance or court order.

Where and When Form HUD-2530 Must Be Filed:

The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects, or when otherwise required in the situations listed below:

- Projects to be financed with mortgages insured under the National Housing Act (FHA).
- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and

Handicapped).

- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.
- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.
- Purchase of a Secretary-owned project.
- Proposed substitution or addition of a principal or principal participation in a different capacity from that previously approved for the same project.
- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.
- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration by the HUD Review Committee. Alternatively, you may request a hearing before a Hearing Officer. Either request must be made in writing within 30 days from your receipt of the notice of determination.

If you do request reconsideration by the Review Committee and the reconsideration results in an adverse determination, you may then request a hearing before a Hearing Officer. The Hearing Officer will issue a report to the Review Committee. You will be notified of the final ruling by certified mail.

Specific Line Instructions:

Reason for submitting this Certification: e.g., refinance, change in ownership, change in management agent, transfer of physical assets, etc.

Block 1: Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.

Block 2: Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or the State or local housing finance agency project or contract number. Include **all** project or contract

identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code.

Block 3: Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

Block 4: Fill in the number of apartment units proposed, such as "40 units." For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds."

Block 5: Fill in the section of the Housing Act under which the application is filed.

Block 7: Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File...."

Block 8: Beside the name of each principal, fill in the appropriate role. The following are examples of possible roles that the principals may assume: Owner/Mortgagor, Managing Agent, Sponsor, Developer, General Contractor, Packager, Consultant, Nursing Home Administrator etc.

Block 9: Fill in the Social Security Number or IRS employer number of every principal listed, including affiliates.

Instructions for Completing Schedule A:

Be sure that Schedule A is filled-in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/ FmHA, and State and local Housing Finance Agencies in which you have previously participated **must be** listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required.

Column 2. All previous projects must be listed or your certification cannot be processed. Include the name of all projects, project number, city where it is located and the governmental agency (HUD, USDA-FmHA or state or local housing finance agency) that was involved.

Column 3. List the role(s) as a principal, dates participated and if fee or identity of interest (IOI) with owners.

Column 4. Indicate the current status of the loan. Except for current loan, the date associated with the status is required. Loans under a workout arrangement are considered assigned. For all noncurrent loans, an explanation of the status is required.

Column 5. Explain any project defaults during your participation.

Column 6. Provide the latest Management Review (MOR) rating and Physical Inspection score.

Certification: After you have completed all other parts of

form HUD-2530, including schedule A, read the Certification carefully. In the box below the statement of the certification, fill in the names of all principals and affiliates as listed in block 7. Each principal should sign the certification with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File Form HUD-2530). Principal who is signing on behalf of the entity should attach signature authority document. Each principal who signs the form should fill in the date of the signature and

a telephone number. By providing a telephone number, HUD can reach you in the event of any questions.

If you cannot certify and sign the certification as it is printed because some statements do not correctly describe your record, use a pen to strike through those parts that differ with your record, and then sign and certify.

Attach a signed statement of explanation of the items you have struck out on the certification. Item 2e. relates to felony convictions within the past 10 years. If you are convicted of

a felony within the past 10 years, strike out 2e. and attach statement of explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting stand point of an insurer, lender or governmental agency.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a principal may not participate in a proposed or existing multifamily project. HUD uses this information to evaluate whether or not principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

Public reporting burden for this collection of information is estimated to average 1 hour 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. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban
Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 1/31/2027)

Applicability. This form is applicable to any
construction/development contract greater than \$250,000.

Public reporting burden for this collection of information is estimated to average 1.0 hours 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. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

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1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Terms and Conditions (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.

2. Contractor's Responsibility for Work

- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

- (a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, **Schedule** engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
- (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
 - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
 - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
 - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

of the work, and that it has investigated and satisfied itself

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the

Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be

promptly submitted to the Contracting Officer, who shall

promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown" "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".

(d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
- (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

machinery and mechanical and other equipment.

When required by this contract or by the Contracting Officer, the Contractor shall also obtain the

Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting

approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer.

Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

13. Health, Safety, and Accident Prevention

(a) In performing this contract, the Contractor shall:

- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
- (2) Protect the lives, health, and safety of other persons;
- (3) Prevent damage to property, materials, supplies, and equipment; and,
- (4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
 - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

15. Availability and Use of Utility Services

- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels **Construction** when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

19. Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the contract is performed.

20. Inspection and Acceptance of

- (a) Definitions. As used in this clause -
 - (1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
 - (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
 - (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the **Construction PHA** considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

23. Warranty of

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of twenty-four months (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
- (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
- (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
 - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

25. Contract Period

this contract within 270 calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

accordance with the terms and conditions of the

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments

retain ten (10) percent of the amount of progress

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a

basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved

submitted not later than 30 days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

- (1)) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2)) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in subcontract.

Name:

Title:

Date:

- (f) Except as otherwise provided in State law, the PHA shall

payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.

- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or

responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
 - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.
- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have

been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the **Convenience** Contractor's refusal or failure to complete the work within

the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
- (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ _____ [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

completion of the work together with any increased costs occasioned the PHA in completing the work.

- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
- (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount]

per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ _____

[Contracting Officer insert amount] per occurrence.

- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It

need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

- (a) Definitions. As used in this contract -

(1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

(2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

During the performance of this contract, the Contractor/Seller agrees as follows:

- (a) The Contractor/Seller shall not discriminate against any employee or applicant for employment because of race color, religion, sex, sexual orientation, gender identity, disability, or national origin.
- (b) The Contractor/Seller shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship

(c) The Contractor/Seller agrees to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(d) The Contractor/Seller shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor/Seller shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor/Seller shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor/Seller shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor/Seller shall permit

access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a that the Contractor/Seller is in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor/seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(i) The contractor/seller will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

(a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 prioritization requirements and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of **Acts** Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

45. Examination and Retention of Contractor's Records

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

- (a) Minimum Wages.
 - (1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall

be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics, including

helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S.

Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the

amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) Payrolls and basic records.

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to

make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
 - (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
 - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause. DOL posts current fines at: <https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp>
 - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

(a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

(1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;

(b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or

(c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

() Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the

Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.



Procurement Department
675 West Main Street
Rochester, NY 14611
585-697-6182
procurementRHA@rochesterhousing.org

RHA Contractor/Vendor Section 3 Goals

What Is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to **the greatest extent feasible**, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

RHA SECTION 3 CONTRACTOR/VENDOR

COMMITMENT FORM

INSTRUCTIONS: All contractors/vendors **MUST** complete this Section 3 commitment form as part of their bid/proposal, or to amend a commitment after a contract has been successfully awarded. Please answer the questions, **AS PROMPTED**. This form must be signed when completed. If additional forms are required, it will be noted in the appropriate section of this form.

Is your company an RHA recognized Section 3 Business Concern? (Check one) **YES** _____ **NO** _____

If **YES**, provide RHA Section 3 Business Concern Certificate, initial clauses (a - e), and complete signature page at the bottom of this form.

If **NO**, initial clauses (a - e) and continue to Question 2:

1. As a recipient of a Section 3 covered contract you, the company, understand the obligations of a Section 3 covered contract and certify to the following: (please read each clause carefully, and initial on the line next to each clause)
 - a. _____The work to be performed under this contract is subject to the requirements of Section 3. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance to **the greatest extent feasible**, be directed to low-income persons, particularly persons who are recipients of RHA assistance for housing.
 - b. _____The parties (RHA and the Contractor) to the contract agree to comply with HUD's regulations.
 - c. _____The company agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the company's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. (This is **only** required for **new (unfilled)** employment opportunities for this project, before the project start, **or** that arise **during the project**)
 - d. _____The company agrees to include this Section 3 clause in every subcontract.
2. Does your company or subcontractor need to hire additional labor **for this project**? YES _____NO _____
(Check one and initial clause)

_____ Contractor/Vendor agrees to interview RHA supplied, low-income candidates (if available) for **open** positions before the start of the project or that arise **during the project**. (contractor/vendor is not required to hire candidates who are not qualified for the open position(s) but must provide an interview opportunity)

3. Does your company have **unfilled** subcontracts for this project? YES ___ NO ___ (Check one and initial clauses)

_____ Contractor/Vendor agrees to notify the RHA if/when a need to subcontract occurs **during the project.**

_____ Contractor/Vendor agrees to interview/negotiate with RHA supplied, low-income subcontractor candidates (if available) for the needed service (if needed). (**contractor/vendor is not required to subcontract to businesses not qualified for the needed services or who cannot supply the services at an agreeable price**)

4. _____ Contractor/Vendor agrees to submit a list of all employees who worked on the project including subcontractor employees stating the employee's address, date of hire, income at date of hire and current annual income. (This will be a fillable close out document supplied by RHA)
5. _____ Contractors agrees to submit certified payrolls for all contracts \$2,000 or more.

I/we (name of company) _____ located at

(Address of company) _____

By signing below, the company acknowledges and understands that it has reviewed RHA's Section 3 compliance requirements and agrees to comply with the selected commitments indicated above. Contractor/Vendor attests that the proof supplied, and representations made for Section 3 status are accurate, to the best of its knowledge and belief and understands that any intentional submission of false information shall be a material breach of the contract. To the extent that the completion of this form is contingent upon future information, for example price negotiations, request for specific services, etc., the undersigned hereby affirms and agrees to fully adhere in good faith to the RHA Section 3 compliance goals. The undersigned acknowledges and affirms responsibility for completion and submission of this form PRIOR TO AWARD of a contract and acknowledges that failure to submit this form may jeopardize the responsiveness of its submission.

Signature

Date

Title of Signatory

For any questions regarding this Form, please contact Melissa Berrien at mberrien@rochesterhousing.org or 585-232-1112 ext. 229

Affidavit of Non-Collusion

State of _____)
County of _____) S.S.
City of _____)

_____ Being first duly sworn deposes and says: that he/she is _____
(Printed Name) (Title)

of _____ the party making the foregoing proposal or bid, that such bid is
(Company Name)
genuine and not collusive or sham that said bidder has not colluded, conspired, connived, or agreed directly or indirectly, with any bid, bidder, or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly, or indirectly, sought by agreement or collusion, or communication or conference with any person to fix the bid price of afficant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of that of any bidder or to secure any advantage against the Rochester Housing Authority or any person interested in the proposed contract and that all statements contained in said proposal or bid are true.

Each bidder that contacts the Rochester Housing Authority (RHA) during the restricted period of a proposal or bid shall only make contact with the individuals stated in the bidding paperwork provided by RHA or contact those referred to by an individual stated in the RHA bidding paperwork. Contact to any other employee, officer, or member of the RHA regarding a bid or proposal during the restricted period is in violation of New York State – State Finance Laws Section 139-j and 139-k. The “restricted period” of a bidding opportunity is the period of time commencing with the earliest written notice or advertisement and ending with the final contract award written notification provided by RHA. By signing this affidavit the bidder understands of and agrees to comply with the RHA's procedures relating to permissible contacts during a governmental procurement pursuant to New York State Finance Laws Section 139-j and 139-k, that all information provided to the RHA with respect to these sections is complete, true, and accurate. In the event such certification is found to be intentionally false, intentionally incomplete, or does not disclose the determination of being non-responsible by any other governmental entity for violating similar regulations over the previous four years then the RHA reserves the right to terminate any contracts awarded to such bidder.

Signature of Bidder

Date

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

Notary Public

If oath is taken outside of New York State, a County Clerk's Certificate as to the authority of the officer administering the oath must be attached.

If the business owned by the individual or partnership is conducted under a trade or assumed name, a certified copy of doing business under an assumed name should be annexed.

Acknowledgment of Principal, if a Corporation

State of _____) S.S.
County of _____)
On this _____ day of _____ 20____ before me personally appeared _____
_____ To me known, who, being by me duly sworn, did depose and say that he/she
resides at _____, that he/she is the _____
of _____. The corporation described in and which executed the foregoing
instrument; that he/she knows the seal of said corporation; that one of the seals affixed to said instrument is
such seal; that it was so affixed by order of the director of said corporation and that he/she signed his name
thereto by like order.

Signature of Principal

Notary Public

Acknowledgment of Principal, if a Partnership

State of _____) S.S.
County of _____)
On this _____ day of _____ 20____ before me personally appeared _____
_____ To me known and known to me to be one of the members of the firm of
_____, described in and who executed the foregoing instrument and
he/she acknowledged to me that he/she executed the same as and for the act of said firm.

Signature of Partner

Notary Public

Acknowledgment of Principal, if an Individual

State of _____) S.S.
County of _____)
On this _____ day of _____ 20____ before me personally appeared _____
_____ To me known and known to me to be the person described in and who executed
the foregoing instrument and acknowledged the same.

Signature of Owner

Notary Public

If bidder is a firm, state here the name and residence of each member thereof.

Name of Partners

Residence Address

Holland Townhouses Parking Lot Improvements Scope of Work

- Demolition of existing asphalt, sidewalks, and curbing.
- Demolition of designated areas of existing fencing.
- Remove existing trees where indicated.
- Full excavation of existing asphalt parking spaces on Holland and Kelly Streets.
- Full excavation for designated parking expansion areas on Holland and Kelly Streets.
- Stone base, asphalt binder and top for all new parking spaces designed on Holland and Kelly Streets.
- Mill and resurface asphalt in the Hudson Ave side parking lot.
- Install concrete and granite curbing as specified.
- Install new concrete sidewalks and dumpster pads where indicated.
- Install ADA ramps where specified.
- Install dumpster enclosures in five locations as specified.
- Install new fencing where specified.
- Relocate light poles where indicated.
- Stripe new asphalt as designed.

The contractor will be required to submit a phasing plan to RHA for review. Phasing will be required to accommodate resident parking during the project.

This is a condensed overview of the project; the contractor is responsible for fully understanding the contract drawings and specifications.

Notes to Contractors and Special Conditions

This is a Public Bid contract to provide additional parking spaces and trash dumpster locations at the Holland Townhouses apartment complex.

List of interested contractors and pre-Project walkthrough.

It is important to register and pick up the project specifications prior to the walk through. We must establish a list of interested contractors as soon as possible after the announcement of this project. We will tour the site and review the project with interested contractors prior to the bid opening. The bid package contains a drawing and specifications to assist you in your bid preparation; however, it is the bidder's responsibility to verify actual field conditions and measurements prior to your bid.

Important note: Any **questions** generated during the pre-Project walk-through or upon reading the plans must be answered the same with all parties interested. Therefore, any questions you have regarding this project will be answered in a pre-bid addendum to all **registered** contractors. If you have a question during the walk through; you will be instructed to email your questions to Michael Wolfe at RHA's Procurement Department. Your question will be answered in an addendum and be delivered to the whole group via email. All pre-bid questions must be sent to Michael Wolfe at mwolfe@rochesterhousing.org.

Prequalification meeting

This will be a turn-key project with the contractor being responsible for completing the full scope of work. Through a prequalification process, the contractor selected will need to show that they have the staffing and skills to fulfil all the obligations of the project and in the timelines required. The "apparent low bidder" will be asked to provide (3) references and the primary equipment submittals prior to the final Purchase Order award and notice to proceed.

This project will be funded through a HUD Capital Project Grant; therefore, a component of this project will be our efforts to meet HUD's Capital Project compliance. The contractor who is awarded this work will need to include a strong office component to understand and administer the paperwork requirements of the project. Please build this office time and associate costs with your bid proposal.

HUD Section 3 requirements

HUD requires all contracts funded with HUD dollars to comply with Section 3 requirements. Section 3 is a HUD program designed to employ low-income workers to the greatest extent feasible on HUD funded projects. The contractor for this project will fulfill their Section 3 obligations by completing the Section 3 forms contained in the bid package. One form requires information on all employees including subcontractor employees who will be working on the project and the other is a contractor commitment to six specific conditions listed in the "*Section 3 Vendor Commitment Form*".

Notes to Contractors and Special Conditions

Staffing, Skills, and timeline

The contract timeline includes all lead times, mobilization, construction period, holiday and weather delays, punch list, and paperwork close out. Prior to the final selection of the (low bid) contractor, we will meet with that contractor to review his/her ability to meet the staffing, skill set and timelines for this project. The count for contract days and construction days will include weekends and holidays; a 7-day calendar week.

Scheduling before and throughout the project

At the preconstruction meeting, the contractor must submit an advance work plan (calendar schedule) to show how he/she can accomplish the work and all other requirements within the defined contract period. With this information, the contractor will be required to provide and maintain a graphic illustration of weekly goals and staffing. Once per week, the project foreman will meet with the RHA representative to review the progress from the past week and see if there are any adjustments needed for the coming week.

Contractor's Schedule of Values

The contractor will be required to submit a thoughtful schedule of values with their bidding documents. (See HUD form 51000-Schedule of Amounts for Contract Payments). If you have a serious interest in this project, this HUD form 51000 will play a key role in helping you price up the project, staging the work and billing for the progress payments. It will be the responsibility of the contractor to have this document completed with accuracy prior to bidding on the work. Then going forward, a copy of your completed HUD form 51000 must be available at all meetings, preconstruction, during construction, and as part of the billing and payment process.

Contractor payroll, change orders

This project will have HUD wage rates assigned and the contractor will need to show they are paying the employees the said wage rate by submitting a weekly Certified Payroll form to RHA. One certified payroll form will need to be filed with RHA for each week on the job. The payroll must be submitted to RHA each week concurrently (real time) throughout the job.

You can mail or drop off or email the weekly Certified Payrolls to RHA's Procurement Department located at 495 Upper Falls Blvd. Rochester, New York 14605 care of Michael Wolfe (mwolfe@rochesterhousing.org).

We do not expect change orders for this project. This is a turn-key project with the contractor supplying all materials. Therefore, we do not expect that there will be any need for a change order. It will be critical that the contractor order and maintain an adequate supply of materials and be prepared to mobilize upon receipt of the Purchase Order. If we do encounter a need for a change of plan, or a change order, all work (associated with the change) must stop until the change order is fully approved by RHA. It is the responsibility of the contractor to understand the HUD change order process. The contractor must swiftly initiate the completed change order request to RHA, not vice versa.

Notes to Contractors and Special Conditions

Use of owner's utilities.

The contractor will be allowed to use a portion of the yard area on the Northwest section of Holland Street for staging purposes as well as the rear parking lot at 495 Upper Falls Blvd shown on the attached map.

The contractor must provide a chemical job site toilet (port-a-john) for all workers.

The contractor will be allowed to place a dumpster on site.

Project Management.

The contractor must provide a full-time Project Supervisor who is fluent in the English language and available by telephone 24 hours a day and seven days a week until the project is complete.

Project Phasing.

The contractor must provide a **project phasing plan** to the RHA Project Manager for review and discussion. The purpose of phasing will be to make sure, to the greatest extent feasible, that there are parking spaces available to the residents who are living at this apartment complex during construction.

Possible phasing could include starting with the areas where new parking will be added and bringing them to a compacted stone condition, suitable for parking, before moving on to the areas where existing parking spaces will be worked on.

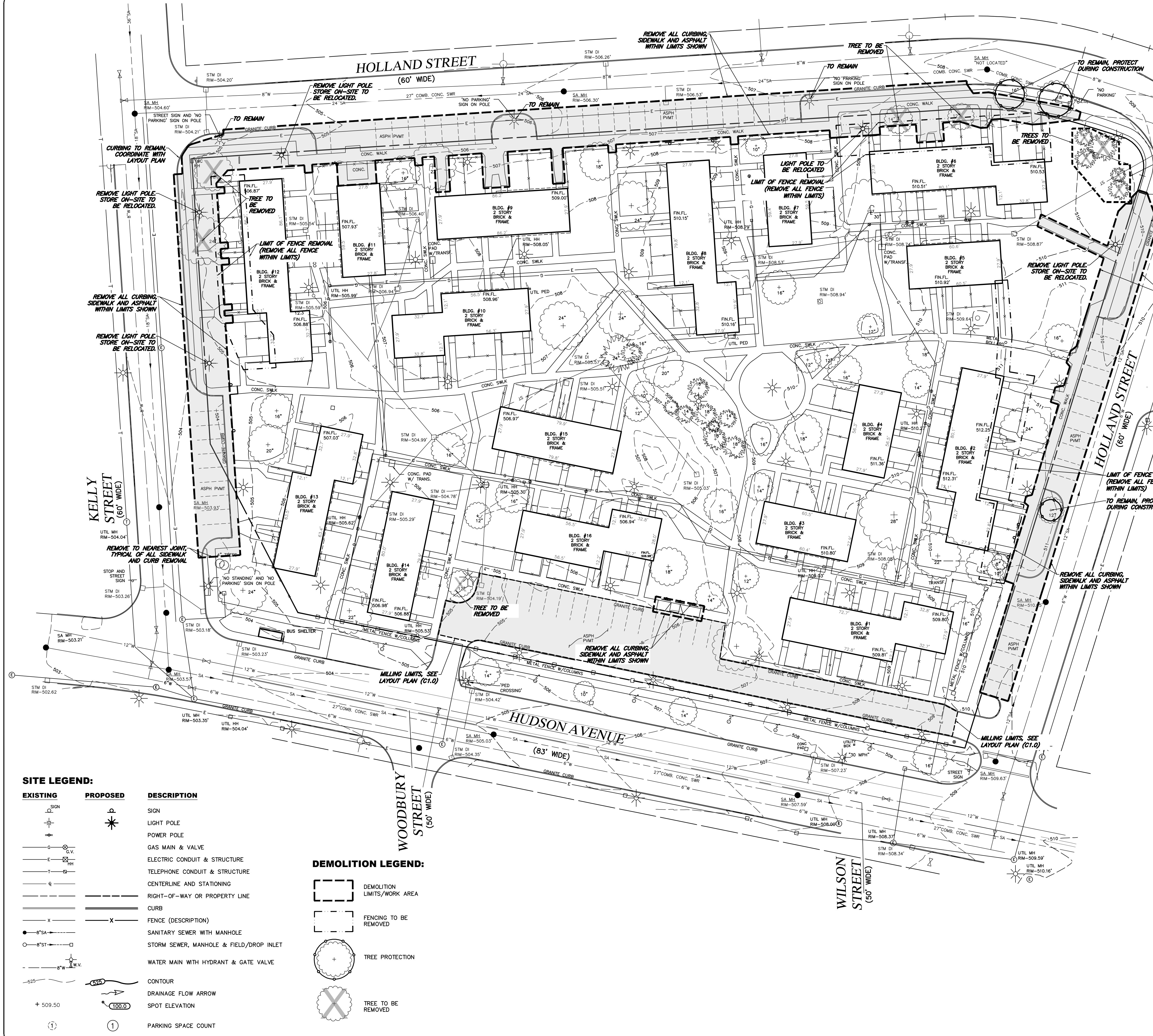
Please don't price this project with the intent of demolishing everything in a single phase.

GENERAL REQUIREMENTS FOR: Holland Townhouse Parking Lot Expansion

LOCATION: Holland Townhouses

THE FOLLOWING REQUIREMENTS ARE TO BE CONSIDERED AS PART OF THIS SPECIFICATION:

1. The contractor shall use only material, equipment, and procedures approved by O.S.H.A. All products utilized must be free of known hazardous compounds; any products manufactured outside of the U.S. shall include documentation to verify the products meet all applicable U.S. manufacturing regulations.
2. It is the responsibility of the contractor to make exact measurements and to determine the amount of material and/or dimension of materials needed.
3. The work area shall be picked up and/or swept each day at completion of the days work. All debris is to be disposed of off site by the contractor. If the extent of the work is such that a dumpster is required, the contractor shall supply a dumpster at his/her expense. In no instance is the Authority's dumpster to be used.
4. RHA, as being publicly funded is tax exempt, Contractors shall not factor in their bid price the cost of sales tax for material or expect reimbursement for sales tax. The Contractor awarded the work may call the state offices in Albany, 1-518-485-2889 (Sales Tax Registration Option) for a tax-exempt number for this work. Forms may be obtained via the internet at <http://www.tax.ny.gov/>
5. No substitutions of materials or methods are permitted without the written consent of the Authority.
6. The contractor is responsible for repairing, at his/her expense, any damage to Authority property, its tenants or adjoining property if caused by the contractor's workers or equipment.
7. To minimize disruption to the tenants, all work shall be conducted between the hours of 8:30 A.M. to 4:30 P.M. Monday through Friday ONLY.
8. Tradesman under direct supervision provided by the contractor shall perform all work.
9. All certificates of Guarantee or Warranty must be supplied to RHA PRIOR to final payment.
10. **The contractor shall be responsible to obtain and provide the Authority all applicable permits - (Building, Plumbing, Electrical, etc...), Certificates of Occupancy if asked for, and N.Y.S. Underwriter's Inspection Certificate.**
11. Contractors must provide valid Certificate of Insurance for General liability, Automotive liability, and Worker's compensation for minimum coverage amounts as determined by RHA for the entire term of the contract.
12. IF HUD Determined or Davis-Bacon Wage Rates are required for this contract, weekly payroll information must be provided by the contractor on HUD form WH-347.
13. The contractor shall be responsible for all materials, whether issued by the Authority or purchased by the contractor. The contractor must replace at his/her expense any material lost, stolen or damaged.
14. Effective July 18, 2008, all contracts of at least \$250,000.00 will require certification that all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course, S1537-A. This provision is an addition to the existing prevailing wage rate laws, Labor Law §220, section 220-h. Proper certification must be presented to the RHA prior to contract award. The RHA will have the right to terminate any contract in which the contract fails to comply with this requirement or any other OSHA or labor regulation.
15. Questions concerning the specifications or scope of work, including those raised at the walk-thru, must be submitted to RHA in writing eight days prior to bid opening. If questions are not submitted, RHA's understanding of the specifications will be final.
16. Direct all questions regarding these specifications to **mwolfe@rochesterhousing.org**
Direct all questions regarding bid forms, bonding, or RHA and HUD regulations to **[Michael Wolfe @mwolfe@rochesterhousing.org](mailto:Michael.Wolfe@mwolfe@rochesterhousing.org)**



- SITE LEGEND:**
- | EXISTING | PROPOSED | DESCRIPTION |
|----------|----------|---|
| —○— | —○— | SIGN |
| —*— | —*— | LIGHT POLE |
| —=— | —=— | POWER POLE |
| —G.V.— | —G.V.— | GAS MAIN & VALVE |
| —E.— | —E.— | ELECTRIC CONDUIT & STRUCTURE |
| —T.— | —T.— | TELEPHONE CONDUIT & STRUCTURE |
| —+— | —+— | CENTERLINE AND STATIONING |
| —X— | —X— | RIGHT-OF-WAY OR PROPERTY LINE |
| —X— | —X— | CURB |
| —X— | —X— | FENCE (DESCRIPTION) |
| —S— | —S— | SANITARY SEWER WITH MANHOLE |
| —SI— | —SI— | STORM SEWER, MANHOLE & FIELD/DROP INLET |
| —W— | —W— | WATER MAIN WITH HYDRANT & GATE VALVE |
| —52.5— | —52.5— | CONTOUR |
| —>— | —>— | DRAINAGE FLOW ARROW |
| —509.50— | —509.50— | SPOT ELEVATION |
| —1— | —1— | PARKING SPACE COUNT |

- DEMOLITION LEGEND:**
- | | |
|-----|-----------------------------|
| —X— | DEMOLITION LIMITS/WORK AREA |
| —X— | FENCING TO BE REMOVED |
| —+— | TREE PROTECTION |
| —X— | TREE TO BE REMOVED |

- NOTES**
- GENERAL:**
- MAPPING: THE EXISTING UNDERGROUND UTILITIES WERE PLOTTED BASED ON RECORD MAPPING SUPPLIED BY OTHERS. THE ENGINEER MAKES NO WARRANTY AS TO THE LOCATION, SIZE, TYPE, ELEVATION, AND/OR NUMBER OF EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE HORIZONTAL AND VERTICAL LOCATION OF UTILITIES IN THE VICINITY OF THE NEW INFRASTRUCTURE.
1.1. SANITARY SEWERS WERE PLOTTED FROM RECORD MAPS RECEIVED FROM MONROE COUNTY PURE WATERS ON 02/29/2019.
1.2. WATER SERVICES AND MAINS WERE PLOTTED FROM RECORD MAPS RECEIVED FROM MONROE COUNTY WATER AUTHORITY 02/29/2019.
1.3. STORM SEWERS WERE PLOTTED FROM RECORD MAPS RECEIVED FROM MONROE COUNTY PURE WATERS ON 02/29/2019.
1.4. UNDERGROUND GAS SERVICES AND MAINS WERE PLOTTED FROM RECORD MAPS RECEIVED FROM RG&E ON 02/29/2019.
1.5. UNDERGROUND ELECTRIC LINES WERE PLOTTED FROM RECORD MAPS RECEIVED FROM RG&E ON 02/29/2019.
 - STAKEOUT: THE CONTRACTOR SHALL NOTIFY DIG SAFELY NEW YORK (1-800-962-7952) FOR A UTILITY STAKEOUT 48 HOURS IN ADVANCE OF COMMENCING WORK. STAKEOUT OF PRIVATE UTILITIES SHALL BE COORDINATED WITH THE OWNER.
- DEMOLITION:**
- THE CONTRACTOR SHALL VERIFY THAT ALL UTILITIES TO BE REMOVED DO NOT HAVE ANY IN SERVICE LATERALS OR SERVICES CONNECTED TO THEM. ANY LATERALS/ SERVICES THAT ARE STILL IN SERVICE SHALL BE RECONNECTED AND THE OWNER'S ON-SITE REPRESENTATIVE AND DESIGN ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
 - ALL LIGHTING RELOCATIONS SHALL BE COORDINATED WITH THE CITY OF ROCHESTER LIGHTING BUREAU.
 - ALL WORK IN THE R.O.W. SHALL OCCUR AFTER A PERMIT IS OBTAINED FROM THE CITY OF ROCHESTER DES DEPARTMENT.
 - CONTRACTOR SHALL COORDINATE ANY SIGNAGE RELOCATIONS OR INSTALLATIONS WITH THE TRAFFIC CONTROL BOARD AND MONROE COUNTY DOT (INCLUDING SIDEWALK CLOSURES AND DETOURS).
 - ALL CURB AND SIDEWALK REMOVALS SHALL BE TO THE NEAREST FULL JOINT OF FLAG.
 - IT IS INTENDED TO LIMIT DISTURBANCE AS MUCH AS POSSIBLE. THE CONTRACTOR WILL BE RESPONSIBLE TO COORDINATE DEMOLITION SCHEDULE, PHASING, PEDESTRIAN SAFETY, PARKING AND VEHICULAR CIRCULATION, STOCKPILE LOCATIONS AND SECURITY FENCING WITH OWNERS ON-SITE REPRESENTATIVE. ANY DISTURBANCE OUTSIDE THE WORK LIMIT LINE SHALL BE COORDINATED WITH THE OWNER'S ON-SITE REPRESENTATIVE.
 - ONLY TREES SPECIFICALLY MARKED FOR REMOVAL SHALL BE DEMOLISHED.
 - LIGHT POLES MARKED FOR RELOCATION SHALL BE STOCKPILED ON-SITE TO BE RE-SET. ALL OTHER LIGHT POLES SHALL BE PROTECTED DURING CONSTRUCTION AND REPLACED IN KIND IF DAMAGED AT CONTRACTOR'S EXPENSE. LIGHT POLES SHALL BE RELOCATED ON A NEW BASE (SEE DETAIL C3.0) IN LOCATION SPECIFIED. THE CONTRACTOR SHALL EXTEND WIRING TO NEW LOCATION IN ACCORDANCE WITH CITY OF ROCHESTER STANDARDS AND SPECIFICATION (COORDINATE WITH CITY LIGHTING DEPARTMENT AS NECESSARY).

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607-241-2917
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PARKING IMPROVEMENTS
for
HOLLAND TOWNHOUSES
ROCHESTER HOUSING AUTHORITY
COUNTY OF MONROE
CITY OF ROCHESTER
STATE OF NEW YORK

JOB NO:	0993-19	
SCALE:	1" = 30'	
DRAWN:	PBG	
DESIGNED:	RPB	
DATE:	03/09/2020	
REVISIONS		
DATE	BY	REVISION
03/10/23	PG	ISSUED FOR BID
04/10/25	PG	ISSUED FOR BID
07/02/26	PG	ISSUED FOR BID

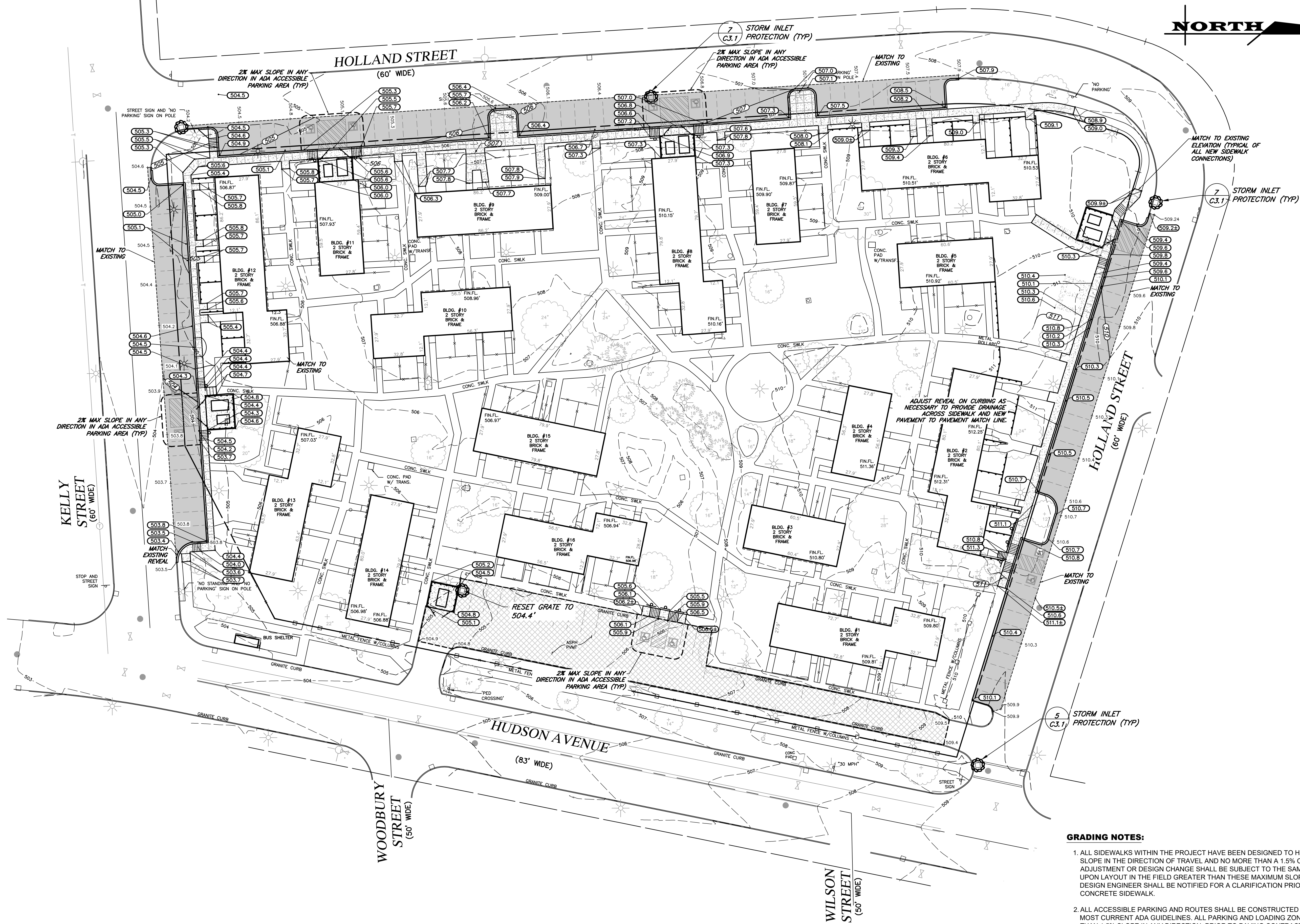
I, the undersigned, hereby certify that the information reflected on this document is true and correct, and that I am the owner or the authorized representative of the owner. I am a duly licensed professional engineer in the State of Florida, and I am the owner of the project. I am the owner of the project, and I am the owner of the project. I am the owner of the project, and I am the owner of the project. I am the owner of the project, and I am the owner of the project. I am the owner of the project, and I am the owner of the project. I am the owner of the project, and I am the owner of the project. I am the owner of the project, and I am the owner of the project. I am the owner of the project, and I am the owner of the project. I am the owner of the project, and I am the owner of the project. I am the owner of the project, and I am the owner of the project. I am the owner of the project, and I am the owner of the project. 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IT IS A VIOLATION OF NEW YORK STATE EDUCATION LAW ARTICLE 120 SECTION 100 FOR ANY PERSON, UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO PROVIDE ENGINEERING SERVICES WITHOUT BEING A LICENSED PROFESSIONAL ENGINEER. THE SIGNATURE OF THE ENGINEER SHALL BE A PROFESSIONAL INDEPENDENT AND SUPERVISOR IS A FIDUCIARY. THE SIGNATURE OF THE ENGINEER SHALL BE A PROFESSIONAL INDEPENDENT AND SUPERVISOR IS A FIDUCIARY. THE SIGNATURE OF THE ENGINEER SHALL BE A PROFESSIONAL INDEPENDENT AND SUPERVISOR IS A FIDUCIARY.

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STATE OF NEW YORK
ROBERT P. BRINGLEY
NO. 066924
LICENSED PROFESSIONAL ENGINEER

DRAWING TITLE:	
EXISTING CONDITIONS AND DEMOLITION PLAN	
01 of 05	V1.0
SHEET No:	
0993-19	
JOB No:	DRAWING No:



- GRADING NOTES:**
1. ALL SIDEWALKS WITHIN THE PROJECT HAVE BEEN DESIGNED TO HAVE NO MORE THAN 4.5% SLOPE IN THE DIRECTION OF TRAVEL AND NO MORE THAN A 1.5% CROSS-SLOPE. ANY FIELD ADJUSTMENT OR DESIGN CHANGE SHALL BE SUBJECT TO THE SAME MAXIMUM SLOPES. IF UPON LAYOUT IN THE FIELD GREATER THAN THESE MAXIMUM SLOPES ARE PRESENT THE DESIGN ENGINEER SHALL BE NOTIFIED FOR A CLARIFICATION PRIOR TO POURING CONCRETE SIDEWALK.
 2. ALL ACCESSIBLE PARKING AND ROUTES SHALL BE CONSTRUCTED CONSISTENT WITH THE MOST CURRENT ADA GUIDELINES. ALL PARKING AND LOADING ZONES SHALL HAVE NO MORE THAN 1.5% SLOPE IN ANY DIRECTION. PRIOR TO PAVING CONTRACTOR SHALL VERIFY SLOPES AND SHIM AS NECESSARY IF NOT IN COMPLIANCE.
 3. THE CONTRACTOR SHALL ENSURE PROPER DRAINAGE TO EXISTING STORM INLETS AND PROVIDE EROSION CONTROL (IN ACCORDANCE WITH NYSDEC REGULATIONS AND DETAILS) AS NECESSARY DURING CONSTRUCTION.
 4. ALL EXISTING VALVES COVERS, GRATES, UTILITY COVERS, ETC., SHALL BE ADJUSTED TO BE FLUSH WITH FINAL GRADE.
 5. ALL GRADES AT SIDEWALK AND PAVEMENT TIE-IN POINTS ARE APPROXIMATE (±) AND SHALL BE FIELD VERIFIED.
 6. ALL DISTURBED SOILS SHALL BE RESTORED TO LAWN AREA. THE CONTRACTOR SHALL FINE GRADE AROUND NEW SIDEWALK AND CURBING WITH TOPSOIL. PROVIDE GRASS SEED AND MULCH TO ESTABLISH LAWN.

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JOB NO:	0993-19	
SCALE:	1" = 30'	
DRAWN:	PBG	
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DATE:	03/09/2020	
REVISIONS		
DATE	BY	REVISION
03/10/23	PG	ISSUED FOR BID
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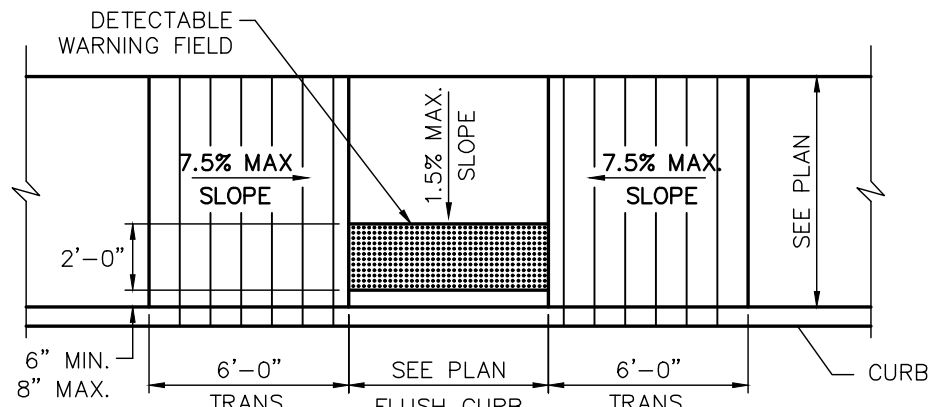
IT IS A VIOLATION OF NEW YORK STATE EDUCATION LAW (NYS ECL) SECTION 205 FOR ANY PERSON, UNDER ANY NAME, TO PROVIDE THE SERVICES OF A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR TO ANY OTHER PERSON WHO IS NOT A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR. ANY PERSON WHO VIOLATES THIS SECTION OF THE LAW SHALL BE SUBJECT TO THE SAME PENALTIES AS A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR. ANY PERSON WHO VIOLATES THIS SECTION OF THE LAW SHALL BE SUBJECT TO THE SAME PENALTIES AS A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR. ANY PERSON WHO VIOLATES THIS SECTION OF THE LAW SHALL BE SUBJECT TO THE SAME PENALTIES AS A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR.

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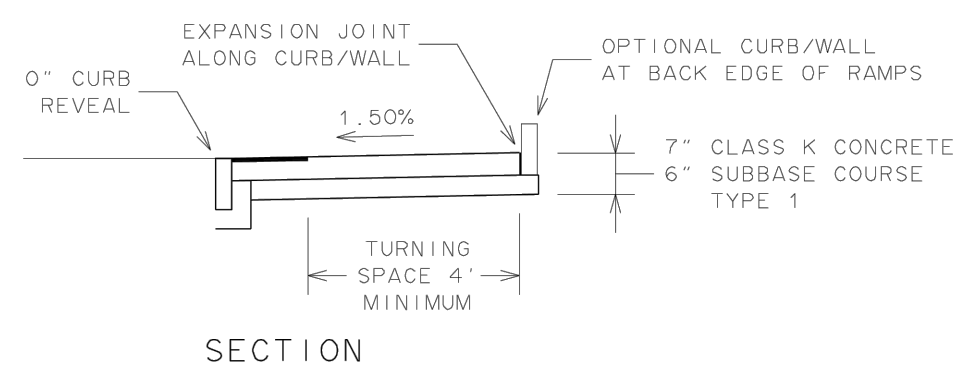
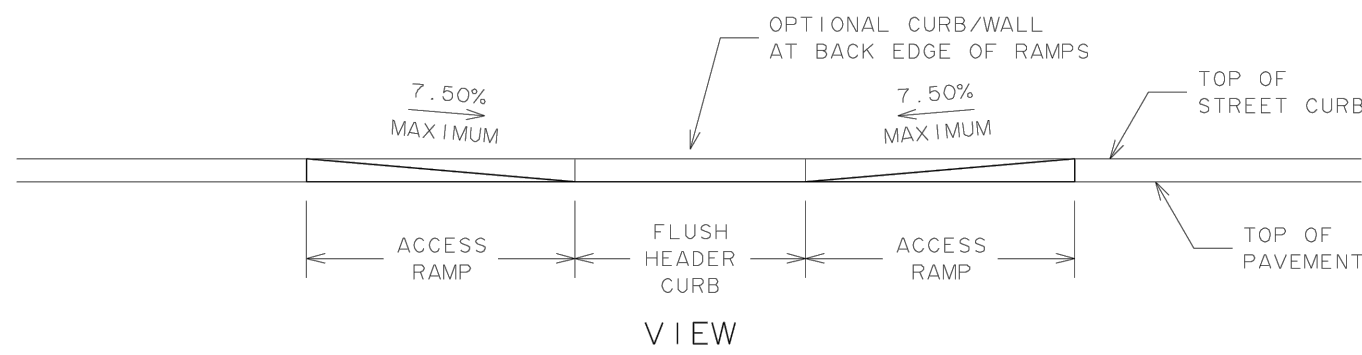
STATE OF NEW YORK
ROBERT P. BRINGLEY
NO. 066924
LICENSED PROFESSIONAL ENGINEER

DRAWING TITLE:
GRADING PLAN

03 of 05	C2.0
SHEET No:	
JOB No:	
0993-19	DRAWING No:



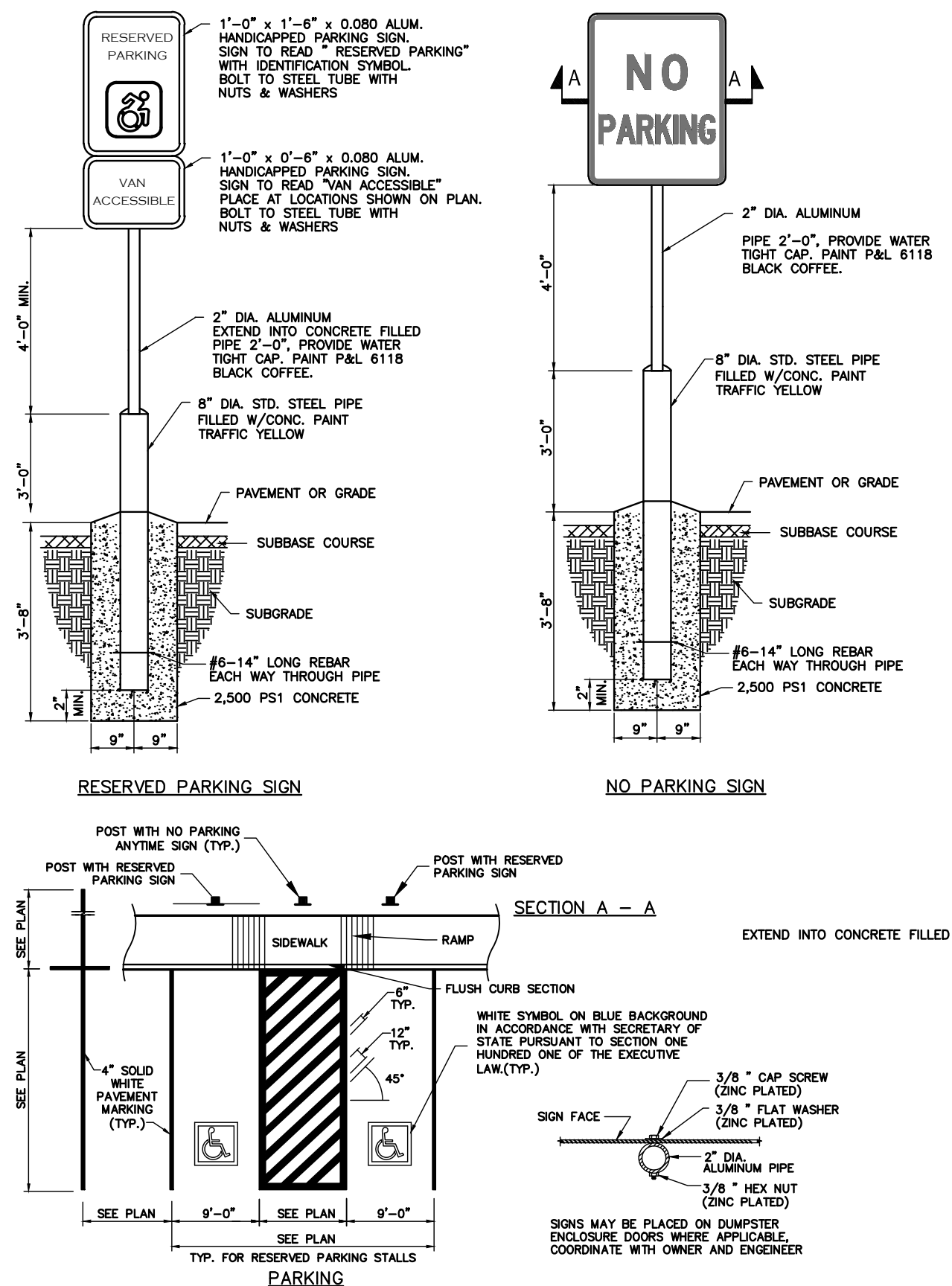
1. REFER TO TYPICAL SIDEWALK DETAIL FOR MATERIAL SPECIFICATIONS.
2. DETECTABLE WARNING FIELD SHALL EXTEND THE FULL WIDTH OF CURB RAMP OR FLUSH SURFACE.
3. DETECTABLE WARNING FIELD SHALL BE "DARK GREY" N COLOR, UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS, OR AOE.
4. DETECTABLE WARNING FIELD SHALL BE ADA SOLUTIONS WARNING SURFACE - "CAST-IN-PLACE TACTILE REPLACEABLE" OR EQUAL.



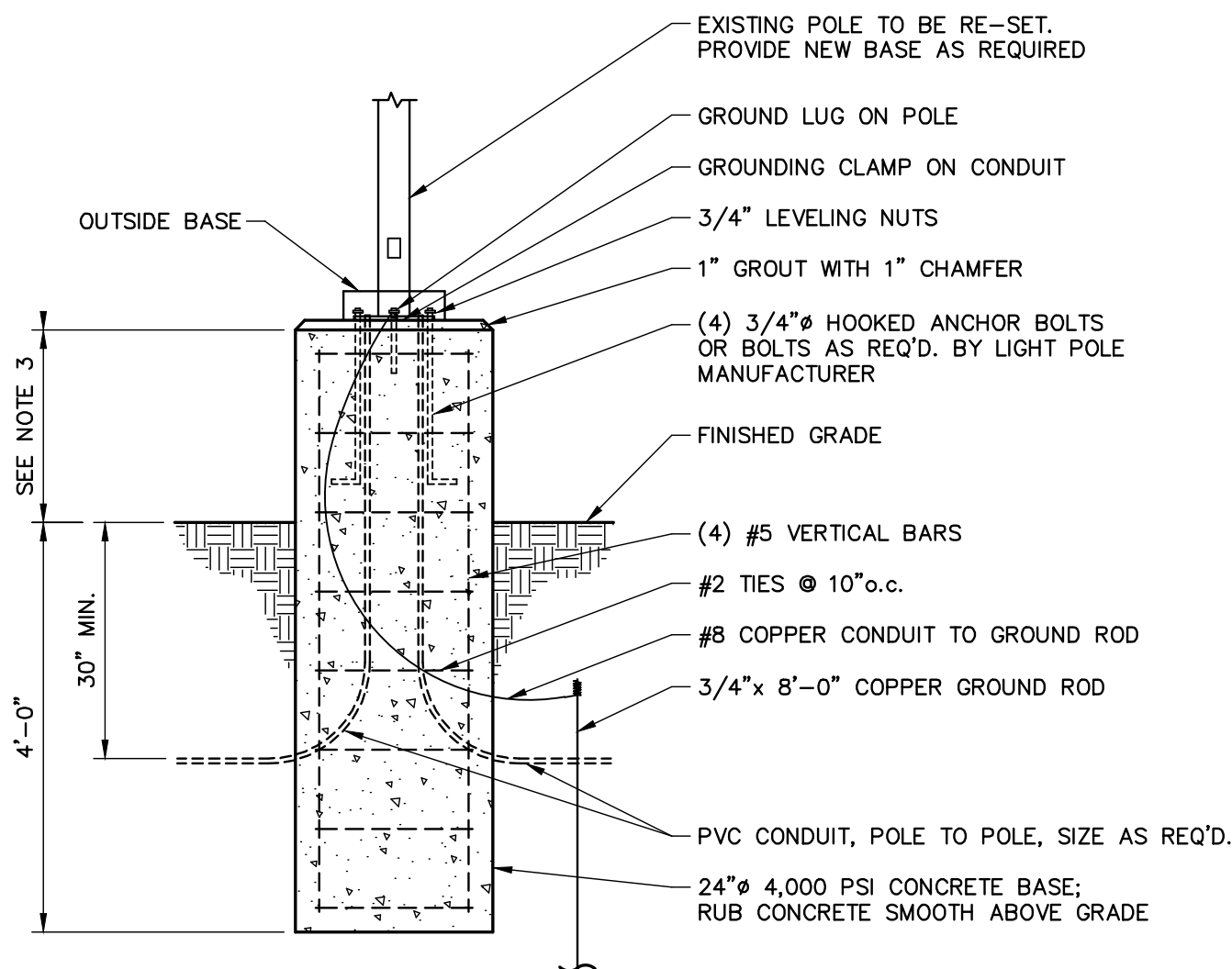
NOTES:

1. MINIMUM WIDTH OF ACCESS RAMPS AND TURNING SPACE IS 4 FEET.
2. SURFACE OF ACCESS RAMP TO BE FIRM, STABLE AND SLIP-RESISTANT. TEXTURE SURFACE WITH COARSE BROOM RUNNING TRANSVERSE TO SLOPE OF ACCESS RAMP.
3. ENTIRE AREA OF ACCESS RAMPS AND TURNING SPACE TO BE 7 INCH THICK CONCRETE.

CITY OF ROCHESTER		
1	SIDEWALK ACCESS RAMP TYPE C	
ISSUED	9-2-91	STANDARD
REVISED	7-1-17	DWG.NO.R608-3



3 RESERVED PARKING AND SIGNAGE

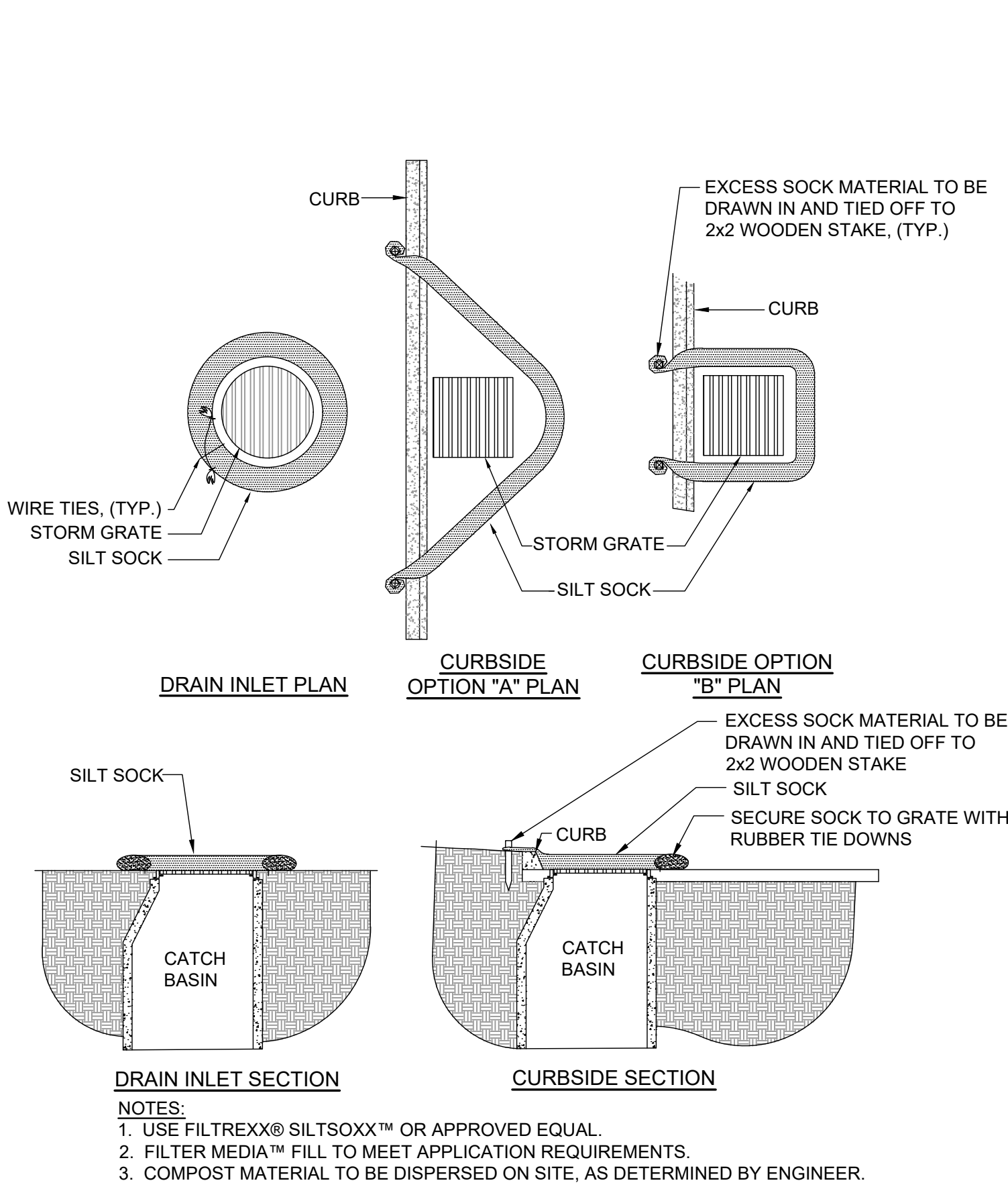


NOTES:

1. POLE BASE MAY BE PRECAST BY LAKELANDS (LB240)
2. LIGHT POLE MANUFACTURER TO SUPPLY ANCHOR BOLTS, OUTSIDE BASE, AND BOLT PATTERN TEMPLATES.
3. IN PAVEMENT AREAS CONCRETE BASE SHALL EXTEND 24" MINIMUM ABOVE ASPHALT. IN PROTECTED LANDSCAPE AREAS (BEHIND CURB) BASES SHALL HAVE A MINIMUM OF 6" REVEAL ABOVE FINISHED GRADE.
4. BASES SHALL HAVE 2" MIN. HORIZONTAL SEPARATION FROM BACK OF CURB OR SIDEWALK UNLESS SPECIFICALLY CALLED OUT OTHERWISE ON THE PLANS.

4 LIGHT POLE BASE

SCALE: N.T.S



5 STORM INLET PROTECTION

SCALE: N.T.S

2 RESERVED

SCALE: N.T.S

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ROCHESTER HOUSING AUTHORITY
STATE OF NEW YORK
COUNTY OF MONROE
CITY OF ROCHESTER

JOB NO:	0993-19	
SCALE:	AS NOTED	
DRAWN:	PBG	
DESIGNED:	RPB	
DATE:	03/09/2020	
REVISIONS		
DATE	BY	REVISION
2/11/2020	PG	MCDOT COMMENT DATED 01/09/2020
03/10/23	PG	ISSUED FOR BID
04/10/25	PG	ISSUED FOR BID
07/02/26	PG	ISSUED FOR BID

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STATE OF NEW YORK
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DRAWING TITLE: CONSTRUCTION DETAILS	
05 of 05 SHEET No:	C3.1
0993-19 JOB No:	DRAWING No:

SECTION 311000 – SITE CLEARING**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. New York State Department of Environmental Conservation (NYDEC) Standards and Specifications for Erosion and Sedimentation control- FEB 2016.

1.2 SUMMARY**A. Section Includes:**

- 1. Protecting existing vegetation to remain.
- 2. Removing existing vegetation.
- 3. Clearing and grubbing.
- 4. Stripping and stockpiling topsoil.
- 5. Removing above- and below-grade site improvements.
- 6. Disconnecting, capping or sealing, and abandoning site utilities in place.
- 7. Temporary erosion- and sedimentation-control measures.

B. Related Sections:

- 1. Division 01 Section "Temporary Facilities and Controls" for temporary utility services, construction and support facilities, security and protection facilities, and temporary erosion- and sedimentation-control measures.
- 2. Division 01 Section "Execution" for field engineering and surveying.
- 3. Division 02 Section "Selective Structure Demolition" for partial demolition of buildings or structures.

1.3 DEFINITIONS

- A. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
- B. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.
- C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil and is the zone where plant roots grow. Its appearance is generally friable,

pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches (50 mm) in diameter; and free of subsoil and weeds, roots, toxic materials, or other non-soil materials.

- D. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction, and indicated on Drawings.
- E. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and defined by a circle concentric with each tree with the diameter of the drip line unless otherwise indicated.
- F. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 MATERIAL OWNERSHIP

- A. Except for stripped topsoil and other materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.5 SUBMITTALS

- A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.
 - 1. Use sufficiently detailed photographs or videotape.
 - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.
- B. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.6 QUALITY ASSURANCE

- A. No Pre-installation conference is required.

1.7 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.

- D. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises as indicated on the plans.
- E. Utility Locator Service: Notify Dig Safely New York for area where Project is located before site clearing.
- F. Do not commence site clearing operations until temporary erosion- and sedimentation-control and plant-protection measures are in place.
- G. The following practices are prohibited within protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Foot traffic.
 - 4. Erection of sheds or structures.
 - 5. Impoundment of water.
 - 6. Excavation or other digging unless otherwise indicated.
 - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- H. Do not direct vehicle or equipment exhaust towards protection zones.
- I. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.
- J. Soil Stripping, Handling, and Stockpiling: Perform only when the topsoil is dry or slightly moist.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Division 31 Section "Earth Moving."
 - 1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly identify trees, shrubs, and other vegetation to remain or to be relocated. Wrap a 1-inch blue vinyl tie tape flag around each tree trunk at 54 inches above the ground.
- C. Protect existing site improvements to remain from damage during construction.

1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction. (IE-Municipality, NYSDEC).
- B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- D. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.3 TREE AND PLANT PROTECTION

- A. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Engineer.

3.4 EXISTING UTILITIES

- A. The Contractor will locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place.
 1. Arrange with utility companies to shut off indicated utilities.
- B. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 1. Notify Owner not less than three (3) days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Owner's written permission.
- C. Excavate for and remove underground utilities indicated to be removed.

3.5 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
 1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
 2. Grind down stumps and remove roots, obstructions, and debris to a depth of 18 inches below exposed subgrade.
 3. Use only hand methods for grubbing within protection zones.

- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
 - 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches and compact each layer to a density equal to adjacent original ground.

3.6 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to depth required to remove all topsoil, or as directed by the Owner in a manner to prevent intermingling with underlying subsoil or other waste materials.
 - 1. Remove subsoil and non-soil materials from topsoil, including clay lumps, gravel, and other objects more than 2 inches in diameter; trash, debris, weeds, roots, and other waste materials.
- C. Stockpile topsoil away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Prepare silt fence to prevent windblown dust and erosion by water.
 - 1. Limit height of topsoil stockpiles to 72 inches.
 - 2. Do not stockpile topsoil within protection zones.
 - 3. Dispose of surplus topsoil. Surplus topsoil is that which exceeds quantity indicated to be stockpiled or reused.
 - 4. Stockpile surplus topsoil to allow for re-spreading deeper topsoil.

3.7 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.
- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
 - 1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.
 - 2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

3.8 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

- B. Separate recyclable materials produced during site clearing from other non-recyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities. Do not interfere with other Project work.

END OF SECTION 311000

SECTION 312000 – EARTH MOVING**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY**A. Section Includes:**

1. Preparing sub-grades for slabs-on-grade, walks, pavements, turf and grasses and plants.
2. Excavating and backfilling for structures.
3. Subsurface drainage backfill for walls and trenches.
4. Excavating and backfilling trenches for utilities and pits for buried utility structures.

B. Related Sections:

1. Division 31 Section "Site Clearing" for site stripping, grubbing, stripping and stockpiling topsoil, and removal of above- and below-grade improvements and utilities.
2. Division 32 Section "Turf and Grasses" for finish grading in turf and grass areas, including preparing and placing planting soil for turf areas.
3. Division 32 Section "Plants" for finish grading in planting areas and tree and shrub pit excavation and planting.

1.4 DEFINITIONS**A. Backfill:** Soil material or controlled low-strength material used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Bedding Course: Aggregate layer placed over the excavated sub-grade in a trench before laying pipe.**C. Borrow Soil:** Satisfactory soil imported from off-site for use as fill or backfill.**D. Excavation:** Removal of material encountered above sub-grade elevations and to lines and dimensions indicated.

1. Authorized Additional Excavation: Excavation below sub-grade elevations or beyond indicated lines and dimensions as directed by Engineer. Authorized additional excavation and replacement material will be paid for according to negotiated price.
 2. Bulk Excavation: Excavation more than 10 feet (3 m) in width and more than 30 feet in length.
 3. Unauthorized Excavation: Excavation below sub-grade elevations or beyond indicated lines and dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.
- E. Fill: Soil materials used to raise existing grades.
- F. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material that exceed 1 cu. yd. for bulk excavation or 3/4 cu. yd. for footing, trench, and pit excavation that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting, when permitted:
1. Excavation of Footings, Trenches, and Pits: Late-model, track-mounted hydraulic excavator; equipped with a 42-inch-wide, maximum, short-tip-radius rock bucket; rated at not less than 138-hp (103-kW) flywheel power with bucket-curling force of not less than 28,700 lbf (128 kN) and stick-crowd force of not less than 18,400 lbf (82 kN) with extra-long reach boom; measured according to SAE J-1179.
 2. Bulk Excavation: Late-model, track-mounted loader; rated at not less than 230-hp (172-kW) flywheel power and developing a minimum of 47,992-lbf (213.3-kN) breakout force with a general-purpose bare bucket; measured according to SAE J-732.
- G. Structures: Footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- H. Sub-grade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below sub-base, drainage fill, drainage course, or topsoil materials.
- I. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.5 SUBMITTALS

- A. Provide a unit cost, in dollars per cubic yard, for:
- undercutting and removal of unsatisfactory soil materials AND
 - supplying, placing, and compacting to 95% density imported granular backfill material.

- B. Product Data: For each type of the following manufactured products required:
 - 1. Geotextiles.
- C. Qualification Data: For qualified testing agency.
- D. Material Test Reports: If requested by Engineer, for each on-site and borrow soil material proposed for fill and backfill as follows:
 - 1. Classification according to ASTM D 2487.
 - 2. Laboratory compaction curve according to ASTM D 698.
- E. Pre-excavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces, which might be misconstrued as damage caused by earth moving operations. Submit before earth moving begins.

1.6 QUALITY ASSURANCE

- A. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E 329 and ASTM D 3740 for testing indicated.

1.7 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Engineer and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by Engineer or authorities having jurisdiction.
- B. Improvements on Adjoining Property: Authority for performing earth moving indicated on property adjoining Engineer's property will be obtained by Engineer before award of Contract.
 - 1. Do not proceed with work on adjoining property until directed by Engineer.
- C. Utility Locator Service: Notify "Dig Safe New York" for area where Project is located before beginning earth moving operations.
- D. Do not commence earth moving operations until temporary erosion- and sedimentation-control measures.
- E. Do not commence earth moving operations until plant-protection measures specified on the contract documents are in place.

- F. The following practices are prohibited within protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Foot traffic.
 - 4. Erection of sheds or structures.
 - 5. Impoundment of water.
 - 6. Excavation or other digging unless otherwise indicated.
 - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- G. Do not direct vehicle or equipment exhaust towards protection zones.
- H. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: Soil Classification Groups GW, GP, GM, SW, SP, and SM according to ASTM D 2487, or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Potentially unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups. The Engineer should determine if a particular soil is unsatisfactory.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum
- D. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.
- E. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

- F. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- G. Drainage Course: Narrowly graded mixture of crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.

2.2 GEOTEXTILES

- A. Subsurface Drainage Geotextile: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications, made from polyolefin's or polyesters; with elongation greater than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
 - 1. Survivability: Class 2; AASHTO M 288.
 - 2. Grab Tensile Strength: 157 lbf; ASTM D 4632.
 - 3. Sewn Seam Strength: 142 lbf; ASTM D 4632.
 - 4. Tear Strength: 56 lbf; ASTM D 4533.
 - 5. Puncture Strength: 56 lbf; ASTM D 4833.
 - 6. Apparent Opening Size: No. 60 sieve, maximum; ASTM D 4751.
 - 7. Permittivity: 0.2 per second, minimum; ASTM D 4491.
 - 8. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.
- B. Separation Geotextile: Woven geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters; with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
 - 1. Survivability: Class 2; AASHTO M 288.
 - 2. Grab Tensile Strength: 247 lbf; ASTM D 4632.
 - 3. Sewn Seam Strength: 222 lbf; ASTM D 4632.
 - 4. Tear Strength: 90 lbf; ASTM D 4533.
 - 5. Puncture Strength: 90 lbf; ASTM D 4833.
 - 6. Apparent Opening Size: No. 60 sieve, maximum; ASTM D 4751.
 - 7. Permittivity: 0.02 per second, minimum; ASTM D 4491.

8. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth moving operations.
- C. Protect sub-grades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect sub-grades from softening, undermining, washout, and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.3 EXCAVATION, GENERAL

- A. Unsatisfactory Soil Materials: When unsatisfactory soil materials, as defined in this section, are encountered at design elevations, immediately notify the Architect in writing by email or other equally expeditious means. Continue as directed by the Architect and Geo-Technical Engineer. When conditions are not a result of Contractor's negligence, additional excavation may be directed by the Architect and paid for as a Change Order on a unit price or negotiated price basis in accordance with Contract Documents. This additional excavation shall be measured each day and verified by the Owner's representative and the Contractor's Superintendent. A daily written accounting, attested by both parties, shall be maintained with copies daily to the Architect. No claim for extra compensation will be considered except through the procedure outlined above. Assume 1500 cy of undercutting and removals, placement of soil stabilization fabric (SSF) and providing and compacting to 95% density imported granular backfill material in Base Bid.
- B. Unclassified Excavation: Excavate to sub-grade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.

1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
2. Remove rock to lines and grades indicated to permit installation of permanent without exceeding the following dimensions:
 - a. 24 inches outside of concrete forms other than at footings.
 - b. 12 inches outside of concrete forms at footings.
 - c. 6 inches outside of minimum required dimensions of concrete cast against grade.
 - d. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
 - e. 6 inches beneath bottom of concrete slabs-on-grade.
 - f. 6 inches beneath pipe in trenches, and the greater of 24 inches wider than pipe or 42 inches wide.
3. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, and other materials not classified as rock or unauthorized excavation.
 - a. Intermittent drilling; blasting, if permitted; ram hammering; or ripping of material not classified as rock excavation is earth excavation.

3.4 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and sub-grades.

3.5 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches (300 mm) higher than top of pipe or conduit unless otherwise indicated.
 1. Clearance: 12 inches each side of pipe or conduit.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
 1. For pipes and conduit less than 6 inches in nominal diameter, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.

2. For pipes and conduit 6 inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe or conduit circumference. Fill depressions with tamped sand backfill.
3. For flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support conduit on an undisturbed subgrade.
4. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

D. Trenches in Tree- and Plant-Protection Zones:

1. Hand-excavate to indicated lines cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.
3. Cut and protect roots according to requirements in Division 01 Section "Temporary Tree and Plant Protection."

3.6 SUBGRADE INSPECTION

- A. Notify Engineer when excavations have reached required subgrade.
- B. If Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Proof-roll sub-grade below pavements with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated sub-grades.
 1. Completely proof-roll sub-grade in one direction repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
 2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Engineer, and replace with compacted backfill or fill as directed.
- D. Authorized additional excavation and replacement material beyond 12" depth will be paid for according to negotiated prices.
- E. Reconstruct sub-grades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, without additional compensation.

3.7 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Engineer.
 - 1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Engineer.

3.8 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.9 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 - 1. Construction below finish grade including, where applicable, sub drainage, damp proofing, waterproofing, and perimeter insulation.
 - 2. Surveying locations of underground utilities for Record Documents.
 - 3. Testing and inspecting underground utilities.
 - 4. Removing concrete formwork.
 - 5. Removing trash and debris.
 - 6. Removing temporary shoring and bracing, and sheeting.
 - 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Place backfill on sub-grades free of mud, frost, snow, or ice.

3.10 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.

- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Trenches under Footings: Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Division 03 Section "Cast-in-Place Concrete Miscellaneous Cast-in-Place Concrete."
- D. Trenches under Roadways: Provide 4-inch- thick, concrete-base slab support for piping or conduit less than 30 inches below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase course.
- E. Backfill voids with satisfactory soil while removing shoring and bracing.
- F. Place and compact initial backfill of sub-base material free of particles larger than 1 inch in any dimension, to a height of 12 inches over the pipe or conduit.
 - 1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- G. Place and compact final backfill of satisfactory soil to final sub-grade elevation.

3.11 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 - 1. Under grass and planted areas, use satisfactory soil material.
 - 2. Under walks and pavements, use satisfactory soil material.
 - 3. Under steps and ramps, use engineered fill.
 - 4. Under footings and foundations, use engineered fill.
- C. Place soil fill on sub-grades free of mud, frost, snow, or ice.

3.12 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate sub-grade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.

1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.13 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
 1. Under structures, building slabs, steps, and pavements, scarify and re-compact top 12 inches of existing sub-grade and each layer of backfill or fill soil material at 95 percent.
 2. Under walkways, scarify and re-compact top 6 inches below sub-grade and compact each layer of backfill or fill soil material at 92 percent.
 3. Under turf or unpaved areas, scarify and re-compact top 6 inches below sub-grade and compact each layer of backfill or fill soil material at 85 percent.
 4. For utility trenches, compact each layer of initial and final backfill soil material at 85 percent.

3.14 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 1. Provide a smooth transition between adjacent existing grades and new grades.
 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 1. Turf or Unpaved Areas: Plus or minus 1 inch
 2. Walks: Plus or minus 1/2 inch.

3. Pavements : Plus or minus 1/2 inch.

3.15 SUBSURFACE DRAINAGE

- A. Subsurface Drain: Place subsurface drainage geotextile around perimeter of sub-drainage trench. Place a 6-inch course of filter material on subsurface drainage geotextile to support sub-drainage pipe. Encase sub-drainage pipe in a minimum of 12 inches of filter material, placed in compacted layers 6 inches thick, and wrap in subsurface drainage geotextile, overlapping sides and ends at least 6 inches.

- 1. Compact each filter material layer to 85 percent of maximum dry unit weight according to ASTM D 698.

3.16 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified geotechnical Engineering testing agency to perform tests and inspections.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- C. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by ENGINEER.
- D. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
 - 1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. or less of paved area, but in no case fewer than three (3) tests.
 - 2. Foundation Wall Backfill: At each compacted backfill layer, at least one (1) test for every 100 feet or less of wall length, but no fewer than two (2) tests.
 - 3. Trench Backfill: At each compacted initial and final backfill layer, at least one (1) test for every 150 feet or less of trench length, but no fewer than two (2) tests.
- F. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; re-compact and retest until specified compaction is obtained.

3.17 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.18 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 312000

vSECTION 321216 – ASPHALT PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. New York State department of Transportation (NYSDOT) Standard Specifications- May 1, 2008 including update

1.2 SUMMARY

- A. Section Includes:
 - 1. Hot-mix asphalt patching.
 - 2. Hot-mix asphalt paving.
 - 3. Crushed Stone Bases and Subbases
 - 4. Geotextile Fabric
 - 5. Pavement-marking paint.
 - 6. Tack Coat
 - 7. Joint Sealer

1.3 DEFINITION

- A. Hot-Mix Asphalt Paving Terminology: Refer to ASTM D 8 for definitions of terms.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated. Include technical data and tested physical and performance properties.
 - 1. Job-Mix Designs: For each job mix proposed for the Work.
- B. Shop Drawings: Indicate pavement markings, lane separations, and defined parking spaces. Indicate, with international symbol of accessibility, spaces allocated for people with disabilities.
- C. Material Certificates: For each paving material, from manufacturer.
- D. Material Test Reports: NYSDOT Certification within the last 2 years

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified according to ASTM D 3666 for testing indicated.
- B. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of Section 400 Hot Mix Asphalt of New York State Department of Transportation Standard Specifications, for asphalt paving work.
 - 1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.
 - 2. Review methods and procedures related to hot-mix asphalt paving including, but not limited to, the following:
 - a. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture hot-mix asphalt.
 - b. Review condition of sub-grade and preparatory work.
 - c. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.
 - d. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver pavement-marking materials, tack coat and joint sealer, to Project site in original packages with seals unbroken and bearing manufacturer's labels containing brand name and type of material, date of manufacture, and directions for storage.
- B. Store pavement-marking materials in a clean, dry, protected location within temperature range required by manufacturer. Protect stored materials from direct sunlight.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if sub-grade is wet, frozen or excessively damp, if rain or snow is imminent or expected before time required for adequate cure, or if the following:
 - 1. Temperatures outlined in the NYSDOT standard Specification are not met.
- B. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F for oil-based materials 55 deg F for water-based materials, and not exceeding 95 deg F.

PART 2 - PRODUCTS

2.1 AGGREGATES

- A. General: Use materials and gradations that have performed satisfactorily in previous installations.
- B. Coarse Aggregate: Meeting the requirements of Section 400 Hot Mix asphalt, in NYSDOT Standard Specifications.
- C. Mineral Filler: Meeting the requirements of Section 400 Hot Mix asphalt, in NYSDOT Standard Specifications.

2.2 ASPHALT MATERIALS

- A. Asphalt Base, Binder, and Top Coat: Meeting the requirements of Section 400 Hot Mix asphalt, in NYSDOT Standard Specifications.
- B. Base Course: Meeting the requirements of Section 400 Hot Mix asphalt, in NYSDOT Standard Specifications.
- C. Tack Coat: Meeting the requirements of Section 400 Hot Mix asphalt, in NYSDOT Standard Specifications.
- D. Joint Sealant: ASTM D 6690, Type I, hot-applied, single-component, polymer-modified bituminous sealant. Meeting the requirements of Section 400 Hot Mix asphalt, in NYSDOT Standard Specifications.
- E. Pavement-Marking Paint: Alkyd-resin type, lead and chromate free, ready mixed, complying with AASHTO M 248, Type N or Type F or Type S; colors complying with FS TT-P-1952.
 - 1. Color: White, Yellow or Blue As indicated.

2.3 SUBBASE MATERIALS

- A. Crushed Stone Subbase: Crushed Dolomite Limestone meeting the requirements of Section 300 Bases and Subbases, in NYSDOT Standard Specifications.
- B. Geotextile Fabric: As directed by Engineer

PART 3 – EXECUTION

3.1 ASPHALT

- A. Place Asphalt in accordance with NYSDOT Standard Specification Section 400 Hot Mix asphalt.

- B. Place Base and Subbase in accordance with NYSDOT Standard Specification 300 Bases and Subbases.

3.2 PATCHING

- A. Hot-Mix Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Re-compact existing unbound-aggregate base course to form new sub-grade.
- B. Tack Coat: Apply uniformly to vertical surfaces abutting or projecting into new, hot-mix asphalt paving at a rate of 0.05 to 0.15 gal. /sq. yd.
 - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.
- C. Patching: Fill excavated pavements with hot-mix asphalt base mix for full thickness of patch and, while still hot, compact flush with adjacent surface.
- D. Patching: Partially fill excavated pavements with hot-mix asphalt base mix and, while still hot, compact. Cover asphalt base course with compacted, hot-mix surface layer finished flush with adjacent surfaces.

3.3 PAVEMENT MARKING

- A. Do not apply pavement-marking paint until layout, colors, and placement have been reviewed by engineer or owner's onsite representative.
- B. Allow paving to age for 30days before starting pavement marking.
- C. Sweep and clean surface to eliminate loose material and dust.
- D. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.

3.6 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

- B. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.
- C. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.
- D. In-Place Density: Testing agency will take samples of uncompacted paving mixtures and compacted pavement according to ASTM D 979.
 - 1. Reference maximum theoretical density will be determined by averaging results from four samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 2041, and compacted according to job-mix specifications.
 - 2. In-place density of compacted pavement will be determined by testing core samples according to ASTM D 1188 or ASTM D 2726.
 - a. One core sample will be taken for every 1000 sq. yd. or less of installed pavement, with no fewer than 3 cores taken.
 - b. Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726.
- E. Replace and compact hot-mix asphalt where core tests were taken.
- F. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

3.14 DISPOSAL

- A. Except for material indicated to be recycled, remove excavated materials from Project site and legally dispose of them in an EPA-approved landfill.
 - 1. Do not allow milled materials to accumulate on-site.

END OF SECTION 321216

SECTION 321313 – CONCRETE PAVING**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Pads
- 2. Walks.

1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, and ground granulated blast-furnace slag.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
 - 1. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
- B. Material Certificates: For the following, from manufacturer:
 - 1. Cementitious materials.
 - 2. Steel reinforcement and reinforcement accessories.
 - 3. Admixtures.
 - 4. Curing compounds.
 - 5. Applied finish materials.
 - 7. Bonding agent or epoxy adhesive.
 - 8. Joint fillers.

C. Material Test Reports: For each of the following:

1. Aggregates.
2. Cement

D. Field quality-control reports.

1.5 QUALITY ASSURANCE

A. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities" Quality Control Manual - Section 3, "Plant Certification Checklist".

B. Testing Agency Qualifications: Qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.

C. Concrete Testing Service: Engage a qualified testing agency to perform material evaluation tests and to design concrete mixtures.

D. ACI Publications: Comply with ACI 301 unless otherwise indicated.

1.6 PROJECT CONDITIONS

A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

B. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F for oil-based materials 55 deg F for water-based materials, and not exceeding 95 deg F.

PART 2 - PRODUCTS

2.1 FORMS

A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.

1. Use flexible or uniformly curved forms for curves with a radius of 100 feet or less. Do not use notched and bent forms.

- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

2.2 STEEL REINFORCEMENT

- A. Joint Dowel Bars: ASTM A 615, Grade 60 plain-steel bars, epoxy coated if required.

2.3 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of same type, brand, and source throughout Project:

1. Portland Cement: ASTM C 150, gray Portland cement Type I/ II.
 - a. Fly Ash: ASTM C 618.
 - b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
2. Blended Hydraulic Cement: ASTM C 595, Type IS, Portland blast-furnace slag cement.

- B. Normal-Weight Aggregates: ASTM C 33, Class 4S uniformly graded. Provide aggregates from a single source with documented service-record data of at least 10 years' satisfactory service in similar paving applications and service conditions using similar aggregates and cementitious materials.

1. Maximum Coarse-Aggregate Size: 3/8-inch nominal.
2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

- C. Water: Potable and complying with ASTM C 94.

- D. Air-Entraining Admixture: ASTM C 260.

- E. Chemical Admixtures: Admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.

1. Water-Reducing Admixture: ASTM C 494, Type A.
2. Retarding Admixture: ASTM C 494, Type B.
3. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.
5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494, Type G.
6. Plasticizing and Retarding Admixture: ASTM C 1017, Type II.

- G. Color Pigment: ASTM C 979, synthetic mineral-oxide pigments or colored water-reducing admixtures; color stable, free of carbon black, non-fading, and resistant to lime and other alkalis.

- 1. Color: As selected by the Engineer or owner's onsite representative from Manufacturer's full range

2.4 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Evaporation Retarder: Waterborne, monomolecular, film forming, manufactured for application to fresh concrete.
- E. Clear, Waterborne, membrane-forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.

2.5 RELATED MATERIALS

- A. Joint Fillers: 1/2-inch wide premoulded resilient joint filler material recessed 5/8" below finished grade.
- B. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene

2.10 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience.
 - 1. Use a qualified independent testing agency for preparing and reporting proposed concrete design mixtures for the trial batch method.
 - 2. When automatic machine placement is used, determine design mixtures and obtain laboratory test results that meet or exceed requirements.
- B. Proportion mixtures to provide normal-weight concrete with the following properties:
 - 1. Compressive Strength (28 Days): 4000 psi
 - 2. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.50.

3. Slump Limit: 4 inches plus or minus 1 inch.
 4. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
 5. Air Content: 7.5 percent plus or minus 1.5 percent for 3/8-inch nominal maximum aggregate size.
- C. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
- D. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.
1. Use water-reducing admixture in concrete as required for placement and workability.
 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
- E. Cementitious Materials: Limit percentage by weight of cementitious materials other than Portland cement according to ACI 301 requirements for concrete exposed to deicing chemicals as follows:
1. Fly Ash or Pozzolan: 25 percent.
 2. Ground Granulated Blast-Furnace Slag: 50 percent.
 3. Combined Fly Ash or Pozzolan, and Ground Granulated Blast-Furnace Slag: 50 percent, with fly ash or pozzolan not exceeding 25 percent.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proof-roll prepared subbase surface below concrete paving to identify soft pockets and areas of excess yielding.
1. Completely proof-roll subbase in one direction and repeat in perpendicular direction. Limit vehicle speed to 3 mph.

2. Proof-roll with a pneumatic-tired and loaded, 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
3. Correct subbase with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch according to requirements in Division 31 Section "Earth Moving."

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Remove loose material from compacted subbase surface immediately before placing concrete.

3.3 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.4 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete, per ACI 301. Construct transverse joints at right angles to centerline unless otherwise indicated.
1. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.
1. Locate expansion joints at intervals of 50 feet unless otherwise indicated.
 2. Extend joint fillers full width and depth of joint.
 3. Terminate joint filler not less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.
 4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.

5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
 6. During concrete placement, protect top edge of joint filler with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows, to match jointing of existing adjacent concrete paving:
1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 3/8-inch radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate grooving-tool marks on concrete surfaces.
 - a. Tolerance: Ensure that grooved joints are within 3 inches either way from centers of dowels.
 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.
 - a. Tolerance: Ensure that sawed joints are within 3 inches either way from centers of dowels.
 3. Doweled Contraction Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.
- E. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 3/8-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate edging-tool marks on concrete surfaces.

3.5 CONCRETE PLACEMENT

- A. Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast-in.
- B. Remove snow, ice, or frost from subbase surface and steel reinforcement] before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.

- D. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.
- E. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.
- F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- G. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
 - 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating dowels and joint devices.
- H. Screed paving surface with a straightedge and strike off.
- I. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- J. Curbs and Gutters: Use design mixture for automatic machine placement. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing.
- K. Slip-Form Paving: Use design mixture for automatic machine placement. Produce paving to required thickness, lines, grades, finish, and jointing.
 - 1. Compact subbase and prepare subgrade of sufficient width to prevent displacement of slip-form paving machine during operations.
- L. Cold-Weather Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and the following:
 - 1. When air temperature has fallen to or is expected to fall below 40 deg F uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
 - 2. Do not use frozen materials or materials containing ice or snow.
 - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.

M. Hot-Weather Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:

1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms, steel reinforcement,] and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.6 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared, and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
 1. Burlap Finish: Drag a seamless strip of damp burlap across float-finished concrete, perpendicular to line of traffic, to provide a uniform, gritty texture.
 2. Medium-to-Fine-Textured Broom Finish: Draw a soft-bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.
 3. Medium-to-Coarse-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/16 to 1/8-inch-deep with a stiff-bristled broom, perpendicular to line of traffic.

3.7 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.

- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound or a combination of these as follows:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
 - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover, placed in widest practicable width, with sides and ends lapped at least 12 inches and sealed by waterproof tape or adhesive. Immediately repair any holes or tears occurring during installation or curing period using cover material and waterproof tape.
 - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas that have been subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating, and repair damage during curing period.

3.8 PAVING TOLERANCES

- A. Comply with tolerances in ACI 117 and as follows:
 - 1. Elevation: 3/4 inch.
 - 2. Thickness: Plus 3/8 inch, minus 1/4 inch.
 - 3. Surface: Gap below 10-foot-long, unleveled straightedge not to exceed 1/2 inch.
 - 4. Alignment of Tie-Bar End Relative to Line Perpendicular to Paving Edge: 1/2 inch per 12 inches of tie bar.
 - 5. Lateral Alignment and Spacing of Dowels: 1 inch.
 - 6. Vertical Alignment of Dowels: 1/4 inch.
 - 7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Paving Edge: 1/4 inch per 12 inches of dowel.
 - 8. Joint Spacing: 3 inches.
 - 9. Contraction Joint Depth: Plus 1/4 inch, no minus.

10. Joint Width: Plus 1/8 inch, no minus.

3.9 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
 - 1. Testing Frequency: Obtain at least one composite sample for each 100-cu. yd. or fraction thereof of each concrete mixture placed each day.
 - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
 - 2. Slump: ASTM C 143; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
 - 3. Air Content: ASTM C 231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 - 4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F and below and when it is 80 deg F and above, and one test for each composite sample.
 - 5. Compression Test Specimens: ASTM C 31; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
 - 6. Compressive-Strength Tests: ASTM C 39; test one specimen at seven days and two specimens at 28 days.
 - a. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at 28 days.
- C. Strength of each concrete mixture will be satisfactory if average of any three-consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
- D. Test results shall be reported in writing to Engineer, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28

days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.

- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.
- F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Engineer.
- G. Concrete paving will be considered defective if it does not pass tests and inspections.
- H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- I. Prepare test and inspection reports.

3.16 REPAIRS AND PROTECTION

- A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Engineer.
- B. Drill test cores, where directed by Engineer, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with Portland cement concrete bonded to paving with epoxy adhesive.
- C. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 321313

SECTION 321726 – TACTILE WARNING SURFACES**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Town of Greece DPW, design requirements for Tactile Warning surfaces.

1.2 SUMMARY

- A. Section Includes:
 - 1. Detectable warning mats.
- B. Related Requirements:
 - 1. Section 321313 "Concrete Paving" for concrete walkways serving as substrates for tactile warning surfacing.
- C. Product Data: For each type of product.
- D. Sustainable Design Submittals:
- E. Samples for Initial Selection: For each type of exposed finish requiring color selection.
- F. Samples for Verification: For each type of tactile warning surface, in manufacturer's standard sizes unless otherwise indicated, showing edge condition, truncated-dome pattern, texture, color, and cross section; with fasteners and anchors.

1.3 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For tactile warning surfacing, to include in maintenance manuals.

1.4 QUALITY ASSURANCE

- A. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.

1.5 PROJECT CONDITIONS

- A. Cold-Weather Protection: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen subgrade or setting beds. Remove and replace unit paver work damaged by frost or freezing.
- B. Weather Limitations for Adhesive Application:
 - 1. Apply adhesive only when ambient temperature is above 50 deg F and when temperature has not been below 35 deg F for 12 hours immediately before application. Do not apply when substrate is wet or contains excess moisture.
- C. Weather Limitations for Mortar and Grout:
 - 1. Cold-Weather Requirements: Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.
 - 2. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602. Provide artificial shade and windbreaks, and use cooled materials as required. Do not apply mortar to substrates with temperatures of 100 deg F and higher.
 - a. When ambient temperature exceeds 100 deg F, or when wind velocity exceeds 8 mph and ambient temperature exceeds 90 deg F, set unit pavers within 1 minute of spreading setting-bed mortar.

1.6 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of tactile warning surfaces that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Deterioration of finishes beyond normal weathering and wear.
 - b. Separation or delamination of materials and components.
 - 2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 TACTILE WARNING SURFACING, GENERAL

- A. Accessibility Requirements: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines for Buildings and Facilities and ICC A117.1 for tactile warning surfaces.

2.2 DETECTABLE WARNING MATS

- A. Surface-Applied Detectable Warning Mats: Accessible truncated-dome detectable warning resilient mats, UV resistant, manufactured for adhering to existing concrete walkway surfaces, with slip-resistant surface treatment on domes, field of mat, and beveled outside edges.
 - 1. Material: Modified rubber compound, UV resistant.
 - 2. Color: Charcoal
 - 3. Shapes and Sizes:
 - a. Rectangular panel, 24 by 60 inches
 - 4. Dome Spacing and Configuration: 1.6-inch to 2.4-inch spacing square pattern.
 - 5. Mounting: Wet set into cast in place concrete and in accordance with manufacturer's specifications.

2.3 ACCESSORIES

- A. Fasteners and Anchors: Manufacturer's standard as required for secure anchorage of tactile warning surfaces, noncorrosive and compatible with each material joined, and complying with the following:
 - 1. Furnish Type 316 stainless-steel fasteners for exterior use.
 - 2. Fastener Heads: For nonstructural connections, use flathead or oval countersunk screws and bolts with tamper-resistant heads, colored to match tile.
- B. Adhesive: As recommended by manufacturer for adhering tactile warning surfacing unit to pavement.
- C. Sealant: As recommended by manufacturer for sealing perimeter of tactile warning surfacing unit.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that pavement is in suitable condition to begin installation according to manufacturer's written instructions. Verify that installation of tactile warning surfacing will comply with accessibility requirements upon completion.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF TACTILE WARNING SURFACING

- A. General: Prepare substrate and install tactile warning surfacing according to manufacturer's written instructions unless otherwise indicated.
- B. Place tactile warning surfacing units in dimensions and orientation indicated. Comply with location requirements of AASHTO MP 12.

3.3 INSTALLATION OF DETECTABLE WARNING MATS

- A. In accordance with the manufacturer's specifications and recommendations.

3.4 CLEANING AND PROTECTION

- A. Remove and replace tactile warning surfacing that is broken or damaged or does not comply with requirements in this Section. Remove in complete sections from joint to joint unless otherwise approved by Architect. Replace using tactile warning surfacing installation methods acceptable to Architect.
- B. Protect tactile warning surfacing from damage and maintain free of stains, discoloration, dirt, and other foreign material.

END OF SECTION 321726

SECTION 329200 – TURFS AND GRASSES**PART 1 – GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Seeding.
 - 2. Hydroseeding.
 - 3. Erosion-control material(s).
- B. Related Sections:
 - 1. Division 31 Section "Site Clearing" for topsoil stripping and stockpiling.
 - 2. Division 31 Section "Earth Moving" for excavation, filling and backfilling, and rough grading.
 - 3. Division 32 Section "Plants" for border edgings.

1.3 DEFINITIONS

- A. Duff Layer: The surface layer of native topsoil that is composed of mostly decayed leaves, twigs, and detritus.
- B. Finish Grade: Elevation of finished surface.
- C. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- D. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- E. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.

- F. Planting Soil: Standardized topsoil; existing, native surface topsoil; existing, in-place surface soil; imported topsoil; or manufactured topsoil that is modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
- G. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or top surface of a fill or backfill before planting soil is placed.
- H. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
- I. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil, but in disturbed areas such as urban environments, the surface soil can be subsoil.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
 - 1. Pesticides and Herbicides: Include product label and manufacturer's application instructions specific to this Project.
- B. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
 - 1. Certification of each seed mixture for grass. Include identification of source and name and telephone number of supplier.
- C. Qualification Data: For qualified landscape Installer.
- D. Product Certificates: For soil amendments and fertilizers, from manufacturer.
- E. Material Test Reports: For standardized ASTM D 5268 topsoil, existing native surface topsoil, existing in-place surface soil, and imported or manufactured topsoil.
- F. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of turf during a calendar year. Submit before expiration of required initial maintenance periods.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape Installer whose work has resulted in successful turf establishment.
- B. Soil-Testing Laboratory Qualifications: An independent laboratory or university laboratory, recognized by the State Department of Agriculture, with the experience and

capability to conduct the testing indicated and that specializes in types of tests to be performed.

- C. Soil Analysis: For each unamended soil type, furnish soil analysis and a written report by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; sodium absorption ratio; deleterious material; pH; and mineral and plant-nutrient content of the soil.
 - 1. Testing methods and written recommendations shall comply with USDA's Handbook No. 60.
 - 2. The soil-testing laboratory shall oversee soil sampling, with depth, location, and number of samples to be taken per instructions from Engineer. A minimum of three representative samples shall be taken from varied locations for each soil to be used or amended for planting purposes.
 - 3. Report suitability of tested soil for turf growth.
 - a. Based on the test results, state recommendations for soil treatments and soil amendments to be incorporated. State recommendations in weight per 1000 sq. ft. or volume per cu. yd. for nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory planting soil suitable for healthy, viable plants.
 - b. Report presence of problem salts, minerals, or heavy metals, including aluminum, arsenic, barium, cadmium, chromium, cobalt, lead, lithium, and vanadium. If such problem materials are present, provide additional recommendations for corrective action.
- D. Pre-installation Conference: Conduct conference at Project site.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws, as applicable.
- B. Bulk Materials:
 - 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
 - 2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
 - 3. Accompany each delivery of bulk fertilizers and soil amendments with appropriate certificates.

1.7 PROJECT CONDITIONS

- A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with initial maintenance periods to provide required maintenance from date of Substantial Completion.
 - 1. Spring Planting: as indicated on the contract drawings.
 - 2. Fall Planting: as indicated on the contract drawings.
- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

1.8 MAINTENANCE SERVICE

- A. Initial Turf Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and **continue until acceptable turf is established** but for not less than the following periods:
 - 1. Seeded Turf: 60 days from date of planting completion.
 - a. When initial maintenance period has not elapsed before end of planting season, or if turf is not fully established, continue maintenance during next planting season.

PART 2 - PRODUCTS

2.1 SEED

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances.
- B. Seed Species:
 - 70% Kentucky Bluegrass
 - 20% Perennial Ryegrass
 - 10% Tall Fescue

2.2 INORGANIC SOIL AMENDMENTS

- A. Lime: ASTM C 602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:
 - 1. Class: O, with a minimum of 95 percent passing through No. 8 sieve and a minimum of 55 percent passing through No. 60 sieve.
 - 2. Provide lime in form of ground dolomitic limestone.

- B. Sulfur: Granular, biodegradable, containing a minimum of 90 percent sulfur, and with a minimum of 99 percent passing through No. 6 sieve and a maximum of 10 percent passing through No. 40 sieve.
- C. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.
- D. Aluminum Sulfate: Commercial grade, unadulterated.
- E. Perlite: Horticultural perlite, soil amendment grade.
- F. Agricultural Gypsum: Minimum 90 percent calcium sulfate, finely ground with 90 percent passing through No. 50 sieve.
- G. Sand: Clean, washed, natural or manufactured, and free of toxic materials.
- H. Diatomaceous Earth: Calcined, 90 percent silica, with approximately 140 percent water absorption capacity by weight.
- I. Zeolites: Mineral clinoptilolite with at least 60 percent water absorption by weight.

2.3 ORGANIC SOIL AMENDMENTS

- A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 3/4-inch sieve; soluble salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:
 - 1. Organic Matter Content: 50 to 60 percent of dry weight.
 - 2. Feedstock: Agricultural, food, or industrial residuals; biosolids; yard trimmings; or source-separated or compostable mixed solid waste.
- B. Sphagnum Peat: Partially decomposed sphagnum peat moss, finely divided or of granular texture, with a pH range of 3.4 to 4.8.
- C. Muck Peat: Partially decomposed moss peat, native peat, or reed-sedge peat, finely divided or of granular texture, with a pH range of 6 to 7.5, and having a water-absorbing capacity of 1100 to 2000 percent.
- D. Wood Derivatives: Decomposed, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture and free of chips, stones, sticks, soil, or toxic materials.
 - 1. In lieu of decomposed wood derivatives, mix partially decomposed wood derivatives with ammonium nitrate at a minimum rate of 0.15 lb./cu. ft. of loose sawdust or ground bark, or with ammonium sulfate at a minimum rate of 0.25 lb./cu. ft. of loose sawdust or ground bark.
- E. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.

2.4 FERTILIZERS

- A. Bonemeal: Commercial, raw or steamed, finely ground; a minimum of 1 percent nitrogen and 10 percent phosphoric acid.
- B. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.
- C. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
 - 1. Composition: 1 lb./1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
 - 2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.
- D. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 - 1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.
 - 2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

2.5 PLANTING SOILS

- A. Planting Soil: Existing, native surface topsoil formed under natural conditions with the duff layer retained during excavation process. Verify suitability of native surface topsoil to produce viable planting soil. Clean soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth. Supplement with planting soil when quantities are insufficient.

2.6 MULCHES

- A. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.
- B. Fiber Mulch: Biodegradable, dyed-wood, cellulose-fiber mulch; nontoxic and free of plant-growth or germination inhibitors; with a maximum moisture content of 15 percent and a pH range of 4.5 to 6.5.
- C. Non-asphaltic Tackifier: Colloidal tackifier recommended by fiber-mulch manufacturer for slurry application; nontoxic and free of plant-growth or germination inhibitors.

2.7 PESTICIDES

- A. General: Pesticide, registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides.
- B. Pre-Emergent Herbicide (Selective and Non-Selective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.
- C. Post-Emergent Herbicide (Selective and Non-Selective): Effective for controlling weed growth that has already germinated.

2.8 EROSION-CONTROL MATERIALS

- A. Erosion-Control Blankets: Biodegradable wood excelsior, straw, or coconut-fiber mat enclosed in a photodegradable plastic mesh. Include manufacturer's recommended steel wire staples, 6 inches long.
- B. Erosion-Control Fiber Mesh: Biodegradable burlap or spun-coir mesh, a minimum of 0.92 lb./sq. yd. with 50 to 65 percent open area. Include manufacturer's recommended steel wire staples, 6 inches long.
- C. Erosion-Control Mats: Cellular, non-biodegradable slope-stabilization mats designed to isolate and contain small areas of soil over steeply sloped surface, of 3-inch nominal mat thickness. Include manufacturer's recommended anchorage system for slope conditions.
- D. Proprietary Growing Mix: As submitted to and accepted by Engineer.
- E. Sandy Loam Soil Mix: Sound, sharp, washed, natural sand or crushed stone complying with gradation requirements in ASTM C 33 for fine aggregate blended with planting soil as specified in contract drawings. Use blend consisting of 1/2 sand and 1/2 planting soil.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine areas to be planted for compliance with requirements and other conditions affecting performance.
 - 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel,

paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.

2. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
 3. Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
 4. Uniformly moisten excessively dry soil that is not workable and which is too dusty.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Engineer and replace with new planting soil.

3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
1. Protect adjacent and adjoining areas from hydroseeding and hydro-mulching overspray.
 2. Protect grade stakes set by others until directed to remove them.
- B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.3 PREPARATION FOR EROSION-CONTROL MATERIALS

- A. Prepare area as specified in "Turf Area Preparation" Article.
- B. For erosion-control mats, install planting soil in two lifts, with second lift equal to thickness of erosion-control mats. Install erosion-control mat and fasten as recommended by material manufacturer.
- C. Fill cells of erosion-control mat with planting soil and compact before planting.
- D. For erosion-control blanket or mesh, install from top of slope, working downward, and as recommended by material manufacturer for site conditions. Fasten as recommended by material manufacturer.
- E. Moisten prepared area before planting if surface is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

3.4 SEEDING

- A. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.

1. Do not use wet seed or seed that is moldy or otherwise damaged.
2. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.

B. Sow seed at a total rate of 5-6lbs/1,000sf.

3.5 HYDROSEEDING

- A. Hydroseeding: Mix specified seed, fertilizer, and fiber mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogeneous slurry suitable for hydraulic application.
1. Apply slurry uniformly to all areas to be seeded in a one-step process. Apply slurry at a rate of 1,500lbs/acre.

3.6 TURF RENOVATION

- A. Renovate existing turf.
- B. Renovate existing turf damaged by Contractor's operations, such as storage of materials or equipment and movement of vehicles.
1. Reestablish turf where settlement or washouts occur or where minor regrading is required.
 2. Install new planting soil as required.
- C. Remove sod and vegetation from diseased or unsatisfactory turf areas; do not bury in soil.
- D. Remove topsoil containing foreign materials such as oil drippings, fuel spills, stones, gravel, and other construction materials resulting from Contractor's operations, and replace with new planting soil.
- E. Mow, dethatch, core aerate, and rake existing turf.
- F. Remove weeds before seeding. Where weeds are extensive, apply selective herbicides as required. Do not use pre-emergence herbicides.
- G. Remove waste and foreign materials, including weeds, soil cores, grass, vegetation, and turf, and legally dispose of them off Owner's property.
- H. Till stripped, bare, and compacted areas thoroughly to a soil depth of 6 inches.
- I. Apply soil amendments and initial fertilizers required for establishing new turf and mix thoroughly into top 4 inches of existing soil. Install new planting soil to fill low spots and meet finish grades.
- J. Apply seed and protect with straw mulch as required for new turf.
- K. Water newly planted areas and keep moist until new turf is established.

3.7 TURF MAINTENANCE

- A. Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
 - 1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
 - 2. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
 - 3. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.
- B. Watering: Install and maintain temporary piping, hoses, and turf-watering equipment to convey water from sources and to keep turf uniformly moist to a depth of 4 inches.
 - 1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
- C. Mow turf as soon as top growth is tall enough to cut. See Details in contract plans for additional mowing recommendations.
- D. Turf Post fertilization: Apply fertilizer after initial mowing and when grass is dry.
 - 1. Use fertilizer as specified in contract drawings.

3.8 SATISFACTORY TURF

- A. Turf installations shall meet the following criteria as determined by Engineer:
 - 1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.

3.9 PESTICIDE APPLICATION

- A. Apply pesticides and other chemical products and biological control agents in accordance with requirements of authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.

- B. Post-Emergent Herbicides (Selective and Non-Selective): Apply only as necessary to treat already-germinated weeds and in accordance with manufacturer's written recommendations.

3.10 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.
- C. Remove nondegradable erosion-control measures after grass establishment period.

END OF SECTION 329200

SECTION 329300 – PLANTS**PART 1 – GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY**A. Section Includes:**

- 1. Plants.
- 2. Planting Soils.
- 3. Tree stabilization.
- 4. Landscape edgings.

B. Related Sections:

- 1. Section 311000 "Site Clearing"
- 2. Section 312000 "Earth Moving"
- 3. Section 329200 "Turf and Grasses"

1.3 ALLOWANCES

- A. Furnish Plants only as indicated on contract plans.

1.4 DEFINITIONS

- A. Backfill: The earth used to replace or the act of replacing earth in an excavation.
- B. Balled and Burlapped Stock: Plants dug with firm, natural balls of earth in which they were grown, with a ball size not less than sizes indicated for type and size of plant required; wrapped with burlap, tied, rigidly supported, and drum laced with twine with the root flare visible at the surface of the ball as recommended by ANSI Z60.1.
- C. Balled and Potted Stock: Plants dug with firm, natural balls of earth in which they are grown and placed, unbroken, in a container. Ball size is not less than sizes indicated for type and size of plant required.
- D. Container-Grown Stock: Healthy, vigorous, well-rooted plants grown in a container, with a well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of plant required.

- E. Fabric Bag-Grown Stock: Healthy, vigorous, well-rooted plants established and grown in-ground in a porous fabric bag with well-established root system reaching sides of fabric bag. Fabric bag size is not less than diameter, depth, and volume required by ANSI Z60.1 for type and size of plant.
- F. Duff layer: The surface layer of native topsoil that is composed mostly of decayed leaves, twigs, and detritus.
- G. Finish Grade: Elevation of finished surface.
- H. Manufactured topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- I. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant. Some sources classify herbicides separately from pesticides.
- J. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- K. Planting Area: Areas to be planted.
- L. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
- M. Plant; Plants; Plant Material: These terms refer to vegetation in general, including trees, shrubs, vines, ground covers, ornamental grasses, bulbs, corms, tubers, or herbaceous vegetation.
- N. Root Flare: Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk.
- O. Stem Girdling Roots: Roots that encircle the stems (trunks) of trees below the soil surface.
- P. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.
- Q. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by a lack of organic matter and soil organisms.
- R. Surface Soil: Soil that is present at the top layer of the existing soil profile at the project site. In undisturbed areas the surface soil is typically topsoil; but in disturbed areas such as urban settings the surface may be subsoil.

1.5 SUBMITTALS

- A. Product Data: For each type of product indicated, including soils.

1. Plant Materials: Include quantities, sizes, quality, and sources for plant materials.
2. Pesticides and Herbicides: Include product labels, and manufactures specifications and application instructions.
- B. Qualification Data: For a qualified landscape Installer, having at least 3 years of experience Include list of similar projects completed by Installer demonstrating Installer's capabilities. Include project names, addresses, and year completed, and include names and addresses of owners' contact persons.
- C. Product Certificates: For each type of manufactured product, from manufacturer, and complying with the following:
 1. Manufacturer's certified analysis of standard products.
 2. Analysis of other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.
- D. Material Test Reports: For standardized ASTM D 5268 topsoil for imported or manufactured topsoil.
- E. Maintenance Data: Recommended procedures to be established by Owner for maintenance of plants during a calendar year. Submit before expiration of required maintenance periods.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful establishment of plants.
- B. Pesticide Applicator: State licensed, commercial.
- C. Provide quality, size, genus, species, and variety of plants indicated, complying with applicable requirements in ANSI Z60.1.
 1. Selection of plants purchased under allowances is made by Engineer, who tags plants at their place of growth before they are prepared for transplanting.
- D. Measurements: Measure according to ANSI Z60.1. Do not prune to obtain required sizes.
- E. Plant Material Observation: Engineer may observe plant material either at place of growth or at site before planting for compliance with requirements for genus, species, variety, cultivar, size, and quality. Engineer may also observe trees and shrubs further for size and condition of balls and root systems, pests, disease symptoms, injuries, and latent defects and may reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.
 1. Notify Engineer of sources of planting materials seven days in advance of delivery to site.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws if applicable.
- B. Bulk Materials:
 - 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
 - 2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
 - 3. Accompany each delivery of bulk materials with appropriate certificates.
- C. Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.
- D. Handle planting stock by root ball.
- E. Deliver plants after preparations for planting have been completed, and install immediately. If planting is delayed more than six hours after delivery, set plants and trees in their appropriate aspect sun, filtered sun, or shade, protect from weather and mechanical damage, and keep roots moist.
 - 1. Heel-in bare-root stock. Soak roots that are in less than moist condition in water for two hours. Reject plants with dry roots.
 - 2. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
 - 3. Do not remove container-grown stock from containers before time of planting.
 - 4. Water root systems of plants stored on-site deeply and thoroughly with a fine-mist spray. Water as often as necessary to maintain root systems in a moist, but not overly wet condition.

1.8 PROJECT CONDITIONS

- A. The owner will remove any plaques and salvageable materials/plants before the project begins.
- B. Field Measurements: Verify actual grade elevations, service and utility locations, irrigation system components, and dimensions of plantings and construction contiguous with new plantings by field measurements before proceeding with planting work.

- C. Interruption of Existing Services or Utilities: Do not interrupt services or utilities to the facilities, unless cleared with Owner and only after arrangements are made with the services or utilities provider to provide temporary services as required.
- D. Notify Engineer no fewer than two days in advance of proposed interruption of services.
- E. Do not proceed with interruption of service without Engineers written permission.
- F. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.
 - 1. Spring Planting: As accepted by Engineer.
 - 2. Fall Planting: As accepted by Engineer.
- G. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions and warranty requirements.

1.9 WARRANTY

- A. Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Death and unsatisfactory growth, except for defects resulting from abuse lack of adequate maintenance, or neglect by Owner.
 - b. Structural failures including plantings falling or blowing over.
 - c. Faulty performance of tree stabilization and tree grates.
 - d. Deterioration of metals, metal finishes, and other materials beyond normal weathering.

PART 2 – PRODUCTS

2.1 PLANT MATERIAL

- A. General: Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant Schedule indicated on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

1. Trees with damaged, crooked, or multiple leaders; tight vertical branches where bark is squeezed between two branches or between branch and trunk ("included bark"); crossing trunks; cut-off limbs more than 3/4 inch in diameter; or with stem girdling roots are unacceptable.
 2. Collected Stock: Do not use plants harvested from the wild, from native stands, from an established landscape planting, or not grown in a nursery unless otherwise indicated.
- B. Provide plants of sizes, grades, and ball or container sizes complying with ANSI Z60.1 for types and form of plants required. Plants of a larger size may be used if acceptable to Engineer, with a proportionate increase in size of roots or balls.
 - C. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which begins at root flare according to ANSI Z60.1. Root flare shall be visible before planting.
 - D. If formal arrangements or consecutive order of plants is indicated on Drawings, select stock for uniform height and spread, and number the labels to assure symmetry in planting.
 - E. Annual and Biennials: Provide healthy, disease-free plants of species and variety shown or listed, with well-established root systems reaching to sides of the container to maintain a firm ball, but not with excessive root growth encircling the container. Provide only plants that are acclimated to outdoor conditions before delivery and that are in bud but not yet in bloom.

2.2 INORGANIC SOIL AMENDMENTS

- A. Lime: ASTM C 602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:
 1. Class: O, with a minimum of 95 percent passing through No. 8 sieve and a minimum of 55 percent passing through No. 60 sieve.
 2. Provide lime in form of ground dolomitic limestone.
- B. Sulfur: Granular, biodegradable, containing a minimum of 90 percent sulfur, and with a minimum of 99 percent passing through No. 6 sieve and a maximum of 10 percent passing through No. 40 sieve.
- C. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.
- D. Aluminum Sulfate: Commercial grade, unadulterated.
- E. Perlite: Horticultural perlite, soil amendment grade.
- F. Agricultural Gypsum: Minimum 90 percent calcium sulfate, finely ground with 90 percent passing through No. 50 sieve.
- G. Sand: Clean, washed, natural or manufactured, and free of toxic materials.

- H. Diatomaceous Earth: Calcined, 90 percent silica, with approximately 140 percent water absorption capacity by weight.
- I. Zeolites: Mineral clinoptilolite with at least 60 percent water absorption by weight.

2.3 ORGANIC SOIL AMENDMENTS

- A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 3/4-inch sieve; soluble salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:
 - 1. Organic Matter Content: 50 to 60 percent of dry weight.
 - 2. Feedstock: Agricultural, food, or industrial residuals; biosolids; yard trimmings; or source-separated or compostable mixed solid waste.
- B. Sphagnum Peat: Partially decomposed sphagnum peat moss, finely divided or of granular texture, with a pH range of 3.4 to 4.8.
- C. Muck Peat: Partially decomposed moss peat, native peat, or reed-sedge peat, finely divided or of granular texture, with a pH range of 6 to 7.5, and having a water-absorbing capacity of 1100 to 2000 percent.
- D. Wood Derivatives: Decomposed, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture and free of chips, stones, sticks, soil, or toxic materials.
 - 1. In lieu of decomposed wood derivatives, mix partially decomposed wood derivatives with ammonium nitrate at a minimum rate of [0.15 lb. /cu. ft. of loose sawdust or ground bark, or with ammonium sulfate at a minimum rate of 0.25 lb. /cu. ft. of loose sawdust or ground bark.
- E. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.

2.4 FERTILIZERS

- A. Bonemeal: Commercial, raw or steamed, finely ground; a minimum of 1 percent nitrogen and 10 percent phosphoric acid.
- B. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.
- C. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:

1. Composition: 1 lb./1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
 2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.
- D. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.
 2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

2.5 PLANTING SOILS

- A. Planting Soil: Existing, native surface topsoil formed under natural conditions with the duff layer retained during excavation process. Verify suitability of native surface topsoil to produce viable planting soil. Clean soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth. Supplement with planting soil when quantities are insufficient.

2.6 MULCHES

- A. Fiber Mulch: Biodegradable, dyed-wood, cellulose-fiber mulch; nontoxic and free of plant-growth or germination inhibitors; with a maximum moisture content of 15 percent and a pH range of 4.5 to 6.5.

2.7 PESTICIDES

- A. General: Pesticide, registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides.
- B. Pre-Emergent Herbicide (Selective and Non-Selective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.
- C. Post-Emergent Herbicide (Selective and Non-Selective): Effective for controlling weed growth that has already germinated.

2.8 TREE-STABILIZATION MATERIALS

- A. Stakes and Guys:

1. Upright and Guy Stakes: Rough-sawn, sound, new hardwood, free of knots, holes, cross grain, and other defects, 2-by-2-inch nominal length indicated, pointed at one end.
2. Wood Deadman: Timbers measuring 8 inches in diameter and 48 inches long, treated with specified wood pressure-preservative treatment.
3. Guys and Tie Wires: ASTM A 641, Class 1, galvanized-steel wire, two-strand, twisted, 0.106 inch in diameter.
4. Tree-Tie Webbing: UV-resistant polypropylene or nylon webbing with brass grommets.
5. Guy Cables: Five-strand, 3/16-inch- diameter, galvanized-steel cable, with zinc-coated turnbuckles, a minimum of 3 inches long, with two 3/8-inch galvanized eyebolts.
6. Flags: Standard surveyor's plastic flagging tape, white, 6 inches long.
7. Proprietary Staking-and-Guying Devices: Proprietary stake or anchor and adjustable tie systems to secure each new planting by plant stem; sized as indicated and according to manufacturer's written recommendations.

2.9 MISCELLANEOUS PRODUCTS

- A. Root Barrier: Black, molded, modular panels, 18 inches wide, manufactured with minimum 50 percent recycled polyethylene plastic with UV inhibitors, 85 mils thick with vertical root deflecting ribs protruding $\frac{3}{4}$ " out from panel.
- B. Anti-desiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's written instructions.
- C. Burlap: Non-synthetic, biodegradable.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive plants, with Installer present, for compliance with requirements and conditions affecting installation and performance of the Work.
 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
 2. Verify that plants and vehicles loaded with plants can travel to planting locations with adequate overhead clearance.

3. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
 4. Uniformly moisten excessively dry soil that is not workable or which is dusty.
- B. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Engineer and replace with new planting soil.
 - C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities and turf areas and existing plants from damage caused by planting operations.
- B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, adjust locations when requested, and obtain Engineer's acceptance of layout before excavating or planting. Make minor adjustments as required.

3.3 PLANTING AREA ESTABLISHMENT

- A. General: Loosen subgrade of planting area to a minimum depth of 6-inches. Remove stones larger than 1-inch and any sticks rocks or rubbish or other extraneous matter and dispose of them accordingly.
- B. Placing Planting Soil: Place and mix planting soil in-place over exposed subgrade, to a depth of 6-inches but not less than required to meet finished grades after natural settlement.

3.4 EXCAVATION FOR TREES AND SHRUBS

- A. Planting Pits and Trenches: Excavate circular planting pits.
 1. Excavate planting pits with sides sloping inward at a 45-degree angle. Excavations with vertical sides are unacceptable. Trim perimeter of bottom leaving center area of bottom raised slightly to support root ball and assist in drainage away from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.
 2. Excavate approximately three times as wide as ball diameter for balled and burlapped stock.
 3. Excavate at least 12 inches wider than root spread and deep enough to accommodate vertical roots for bare-root stock.

4. Do not excavate deeper than depth of the root ball, measured from the root flare to the bottom of the root ball.
 5. If area under the plant was initially dug too deep, add soil to raise it to the correct level and thoroughly tamp the added soil to prevent settling.
 6. Maintain angles of repose of adjacent materials to ensure stability. Do not excavate subgrades of adjacent paving, structures, hardscapes, or other new or existing improvements.
 7. Maintain supervision of excavations during working hours.
 8. Keep excavations covered or otherwise protected after working hours.
 9. If drain tile is indicated on Drawings or required under planting areas, excavate to top of porous backfill over tile.
- B. Subsoil and topsoil removed from excavations may be used as planting soil unless otherwise indicated.
 - C. Obstructions: Notify Engineer if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
 - D. Drainage: Notify Engineer if subsoil conditions evidence unexpected water seepage or retention in tree or shrub planting pits.
 - E. Fill excavations with water and allow to percolate away before positioning trees and shrubs.

3.5 TREE, SHRUB, AND VINE PLANTING

- A. Inspection: At time of planting, verify that root flare is visible at top of root ball according to ANSI Z60.1. If root flare is not visible, remove soil in a level manner from the root ball to where the top-most root emerges from the trunk. After soil removal to expose the root flare, verify that root ball still meets size requirements.
- B. Roots: Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.
- C. Balled and Burlapped Stock: Set each plant plumb and in center of planting pit or trench with root flare 1 inch above adjacent finish grades.
 1. Backfill: Use planting soil for backfill.
 2. After placing some backfill around root ball to stabilize plant, carefully cut and remove burlap, rope, and wire baskets from tops of root balls and from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
 3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.

4. Place planting tablets equally distributed around each planting pit when pit is approximately one-half filled. Place tablets beside the root ball about 1 inch from root tips; do not place tablets in bottom of the hole.
5. Continue backfilling process. Water again after placing and tamping final layer of soil.

3.6 TREE, SHRUB, AND VINE PRUNING

- A. Remove only dead, dying, or broken branches. Do not prune for shape.
- B. Prune, thin, and shape trees, shrubs, and vines according to standard professional horticultural and arboricultural practices. Unless otherwise indicated by Engineer, do not cut tree leaders; remove only injured, dying, or dead branches from trees and shrubs; and prune to retain natural character.
- C. Do not apply pruning paint to wounds.

3.7 TREE STABILIZATION

- A. Trunk Stabilization by Upright Staking and Tying: Install trunk stabilization as follows unless otherwise indicated:
 1. Upright Staking and Tying: Stake trees of 2- through 5-inch caliper. Stake trees of less than 2-inch caliper only as required to prevent wind tip out. Use a minimum of two stakes of length required to penetrate at least 18 inches below bottom of backfilled excavation and to extend to the dimension indicated on Drawings. Set vertical stakes and space to avoid penetrating root balls or root masses.
 2. Upright Staking and Tying: Stake trees with two stakes for trees up to 12 feet high and 2-1/2 inches or less in caliper; three stakes for trees less than 14 feet high and up to 4 inches in caliper. Space stakes equally around trees.
 3. Support trees with bands of flexible ties at contact points with tree trunk. Allow enough slack to avoid rigid restraint of tree.
 4. Support trees with two strands of tie wire, connected to the brass grommets of tree-tie webbing at contact points with tree trunk. Allow enough slack to avoid rigid restraint of tree.
- B. Root-Ball Stabilization: Install at- or below-grade stabilization system to secure each new planting by the root ball unless otherwise indicated.
 1. Proprietary Root-Ball Stabilization Device: Install root-ball stabilization system sized and positioned as recommended by manufacturer unless otherwise indicated and according to manufacturer's written instructions.

3.8 ROOT-BARRIER INSTALLATION

- A. Install root barrier where trees are planted within 60 inches of paving or other hardscape elements, such as walls, curbs, and walkways, unless otherwise indicated on Drawings.
- B. Align root barrier vertically and run it linearly along and adjacent to the paving or other hardscape elements to be protected from invasive roots.
- C. Install root barrier continuously for a distance of 60 inches in each direction from the tree trunk, for a total distance of 10 feet per tree. If trees are spaced closer, use a single continuous piece of root barrier.
 - 1. Position top of root barrier flush with finish grade.
 - 2. Overlap root barrier a minimum of 12 inches at joints.
 - 3. Do not distort or bend root barrier during construction activities.
 - 4. Do not install root barrier surrounding the root ball of tree.

3.9 GROUND COVER AND PLANT PLANTING

- A. Set out and space ground cover and plants other than trees, shrubs, and vines as indicated on contract Drawings in even rows with triangular spacing.
- B. Use planting soil for backfill.
- C. Dig holes large enough to allow spreading of roots.
- D. For rooted cutting plants supplied in flats, plant each in a manner that minimally disturbs the root system but to a depth not less than two nodes.
- E. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water.
- F. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.
- G. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

3.10 PLANTING AREA MULCHING

- A. Mulch backfilled surfaces of planting areas and other areas to depths as indicated on contract drawings

3.11 PLANT MAINTENANCE

- A. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, adjusting and repairing tree-stabilization devices, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings.

- B. Fill in, as necessary, soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.
- C. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use integrated pest management practices when possible to minimize use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.

3.12 PESTICIDE APPLICATION

- A. Apply pesticides and other chemical products and biological control agents according to authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.
- B. Pre-Emergent Herbicides (Selective and Nonselective): Apply to tree, shrub, and ground-cover areas according to manufacturer's written recommendations. Do not apply to seeded areas.
- C. Post-Emergent Herbicides (Selective and Nonselective): Apply only as necessary to treat already-germinated weeds and according to manufacturer's written recommendations.

3.13 CLEANING AND PROTECTION

- A. During planting, keep adjacent paving and construction clean and work area in an orderly condition. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.
- C. After installation and before [Substantial Completion] <Insert time>, remove nursery tags, nursery stakes, tie tape, labels, wire, burlap, and other debris from plant material, planting areas, and Project site.

3.14 DISPOSAL

- A. Remove surplus soil and waste materials including excess subsoil trash debris and legally dispose of them off Owner's property.

END OF SECTION 329300

SECTION 329997 – STONE CURB

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Granite Curb.
 - 2. Expansion Joint Material and Layout.
 - 3. Subbase and site preparation.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated specifically.
 - 1. Stone material, finish, and supplier
 - 2. Mortar used for joints and bedding.
 - 3. Aggregate used for base.

1.4 PROJECT CONDITIONS

- A. The contractor shall locate curb vertically, horizontally verify no conflicts exist and obtain written approval from the Engineer prior to scheduling installation.

PART 2 – PRODUCTS

2.1 GRANITE CURB

- A. Material Requirements: Stone curb shall be Type V vertical granite. The stone shall be sound and durable, free from seams which impair its structural integrity and of a smooth splitting and machining character. Natural color variations that are characteristic of the deposit will be permitted. Any curb containing discoloration other than cleanable surface stains shall be sampled and submitted to the Materials Bureau for evaluation.
- B. Dimensions: Curb shall be cut to conform to the shape and size shown on the contact plan details.
- C. Curbs on Straight Sections: Minimum lengths of straight segments of Economy and Sloped curbs shall be 2 feet. All other straight curb types shall have 3-foot minimum lengths.

- D. Curbs on Curved Sections: No minimum length requirements are specified for curb segments on curves with radii of 200 feet or less. When directed by the Engineer, curb segments on curves with radii 100 to 200 feet shall be cut in 3 to 4 feet straight lengths. With exception of economy and Sloped curbs, segments on curves with radii of 100 feet or less shall be shaped to the required curvature and the ends cut on radial lines. Economy and Sloped curbs shall be furnished only in straight segments and on curves with radii less than 10 feet, their ends shall be cut on radial lines.
- E. Curb Fabrication Tolerances: Shall comply with standards of the National Building Granite Quarries Association, Inc. and shall be in accordance with the construction plans included with the contract documents.
- F. Finish
 - 1. General: Curb surfaces shall be finished as indicated on the plans or detail sheets.
 - 2. Top Surfaces: Sawn Top surfaces shall be finished to approximately true planes. When sawed, hammered or thermal finishes are applied, no projection or depression shall be greater than 3/16 inch. Saw marks normal to the sawing process will be permitted if within the 3/16-inch tolerance.
 - 3. Front Exposed Faces: Front exposed faces of straight curbs, when split, shall have no projection greater than 1 inch or depression greater than 1/2 inch.
 - 4. Ends: Ends of curbs shall be approximately square with the planes of the exposed curb surface and shall be finished so that when curbs are set, no space greater than 3/4 inch shall show in the joints for the full length of the exposed joint.
 - 5. Drill Holes: Drill holes will not be permitted in exposed curb surfaces.

2.2 SETTING MATERIALS

- A. Concrete 3000-4000 psi 28-day compressive strength as specified on contract plans.
- B. Mortar: Type N; ASTM C270

PART 3 – EXECUTION

3.1 EARTHWORK

- A. Excavation, trenching, and backfilling are specified in Section 312000 "Earth Moving".

3.2 GRANITE CURB INSTALLATION

- A. Granite curb shall be set on a 3-inch-thick continuous bed of 1:3:6 dry concrete mix, on top of well compacted subgrade.

- B. The Contractor shall place concrete backing behind the curb along the full length. At each joint the concrete forced thru the back of the joint, and the front and top shall be grouted flush with 1:2 mortar mix.

3.3 FIELD QUALITY CONTROL

- A. Curb, or curb & gutter found to be dirty, damaged or out of alignment shall be cleaned, repaired, or replaced as necessary by the Contractor to the satisfaction of the Engineer prior to final acceptance of the work.

3.4 CLEANING

- A. Granite curb shall be cleaned prior to final acceptance, cleaning includes but is not limited to removal of excess mortar and dirt.

END OF SECTION 329997

SECTION 321726 – SITE LIGHTING**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to work specified in this section.

1.2 DESCRIPTION OF WORK

- A. Extent of new lighting as shown on contract documents.
- B. Lighting section Includes:
 - 1. Excavation and installation of Pole bases and Conduits.
 - 2. Installation of Poles, luminaries, and lamps.

NOTE: Refer to documents by others for wiring system.

1.3 SUBMITTALS

- A. Shop drawings / certifications and/ or manufacturer's literature shall include, but not limited to:
 - 1. Pre-cast pole bases
 - 2. Base plate and anchoring system
 - 3. Poles
 - 4. Luminaries and lamps

1.4 JOB CONDITIONS

- A. Locate existing underground utilities, if any, in any, in areas of work. If utilities are to remain in place, provide adequate means of protection during earthwork operations.
- B. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.
- C. Barricade open excavations occurring as part of this work and post with warning lights.
- D. Operate warning lights as recommended by authorities having jurisdiction.
- E. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by

earthwork operations.

PART 2 - PRODUCTS

2.1 POLE BASE

- A. Precast 24" Diameter 4000 psi base – Lakeland LB249 or approved equivalent.

2.2 PULL BOX

- A. Pull boxes shall be Quazite, Model #PG-1324-CA-DG-12-29 or approved equivalent. This is a tier 5 (pedestrian grade) enclosure with a solid bottom.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. All of the aforementioned products shall be installed in accordance with the Manufacturer's recommendations.

3.2 PULL BOX COVER

- A. The cover of each pull box shall be installed flush with grade and gasketed and bolted into the enclosure as specified by the Manufacturer.

END OF SECTION 329998

"General Decision Number: NY20260010 05/18/2026

State: New York

Construction Types: Building, Heavy and Highway

Counties: New York Counties of
Monroe

Building Construction Projects

Heavy Construction Projects

Highway Construction Projects

Modification Number	Publication Date
1	01/30/2026
2	05/18/2026

ASBE0026-001 06/01/2025

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER (DUTIES LIMITED TO PREPARATION, WETTING, STRIPPING, REMOVAL, SCRAPPING, VACUUMING, BAGGING, DISPOSING OF ALL INSULATION MATERIALS, WHETHER THEY CONTAIN ASBESTOS OR NOT FROM MECHANICAL SYSTEMS).....	\$ 40.26	25.41
ASBESTOS WORKER/HEAT & FROST INSULATOR (INCLUDES APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS AND FINISHINGS TO ALL TYPES OF MECHANICAL SYSTEMS. ALSO THE APPLICATION OF FIRESTOPPING MATERIAL OPENINGS AND PENETRATIONS IN WALLS, FLOORS, CEILINGS, CURTAIN WALLS AND ALL LEAD ABATEMENT).....	\$ 40.26	25.41

BOIL0007-001 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 39.35	33.18

BRNY0003-004 07/01/2024

	Rates	Fringes
MARBLE/TERRAZZO/TILE FINISHER (ROCHESTER CHAPTER)...	\$ 29.56	22.36
MARBLE, TILE & TERRAZZO WORKERS (ROCHESTER CHAPTER).	\$ 37.45	26.82
BUILDING CONSTRUCTION: BRICKLAYERS, STONE MASONS,		

PLASTERERS, CEMENT MASONS POINTER, CAULKER/CLEANER (ROCHESTER CHAPTER).....				\$ 35.81	27.65

BRNY0003-004 07/01/2025					
	Rates	Fringes			
MARBLE/TERRAZZO/TILE FINISHER (ROCHESTER CHAPTER)...	\$ 29.56			22.36	
MARBLE, TILE & TERRAZZO WORKERS (ROCHESTER CHAPTER).	\$ 37.45			26.82	
BUILDING CONSTRUCTION: BRICKLAYERS, STONE MASONS, PLASTERERS, CEMENT MASONS POINTER, CAULKER/CLEANER (ROCHESTER CHAPTER).....	\$ 35.81	27.65			

BRNY0003-005 07/01/2025					
	Rates	Fringes			
CEMENT MASON/CONCRETE FINISHER: HEAVY & HIGHWAY CONSTRUCTION (ROCHESTER CHAPTER).....	\$ 38.63		25.05		

CARP0042-002 06/01/2015					
	Rates	Fringes			
CARPENTERS: (SOFT FLOOR LAYERS).....	\$ 26.36		17.70		

CARP0276-006 07/01/2024					
	Rates	Fringes			
CARPENTERS: (HEAVY & HIGHWAY CONSTRUCTION) FOOTNOTE: A. PAID HOLIDAYS - NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY.....	\$ 38.18		26.11		
CARPENTER BUILDING CONSTRUCTION FOOTNOTE: A. PAID HOLIDAYS - NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY.....	\$ 33.24	23.46			

CARP1163-001 07/01/2014					
	Rates	Fringes			
CARPENTERS: PILEDRIVERS (HEAVY & HIGHWAY CONSTRUCTION).....	\$ 29.00	18.89			
CARPENTERS: PILEDRIVERS (BUILDING CONSTRUCTION).....	\$ 29.00		18.89		

ELEC0086-002 05/26/2025					
	Rates	Fringes			
ELECTRICIAN.....	\$ 44.30	30.20			

ELEC1249-003 05/05/2025					
	Rates	Fringes			
ELECTRICIAN LINE CONSTRUCTION: LIGHTING AND TRAFFIC SIGNAL INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR TRAFFIC SIGNAL SYSTEMS, TRAFFIC MONITORING SYSTEMS AND ROAD WEATHER INFORMATION					

SYSTEMS MECHANIC FOOTNOTE: A. NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, PLUS PRESIDENT'S DAY, GOOD FRIDAY, DECORATION DAY, ELECTION DAY FOR THE PRESIDENT OF THE UNITED STATES AND ELECTION DAY FOR THE GOVERNOR OF THE STATE OF NEW YORK, PROVIDED THE EMPLOYEE WORKS THE DAY BEFORE OR THE DAY AFTER THE HOLIDAY.....	\$ 42.29	30.66
ELECTRICIAN LINE CONSTRUCTION: LIGHTING AND TRAFFIC SIGNAL INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR TRAFFIC SIGNAL SYSTEMS, TRAFFIC MONITORING SYSTEMS AND ROAD WEATHER INFORMATION SYSTEMS LINEMAN & TECHNICIAN FOOTNOTE: A. NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, PLUS PRESIDENT'S DAY, GOOD FRIDAY, DECORATION DAY, ELECTION DAY FOR THE PRESIDENT OF THE UNITED STATES AND ELECTION DAY FOR THE GOVERNOR OF THE STATE OF NEW YORK, PROVIDED THE EMPLOYEE WORKS THE DAY BEFORE OR THE DAY AFTER THE HOLIDAY.....	\$ 52.86	35.60
ELECTRICIAN LINE CONSTRUCTION: LIGHTING AND TRAFFIC SIGNAL INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR TRAFFIC SIGNAL SYSTEMS, TRAFFIC MONITORING SYSTEMS AND ROAD WEATHER INFORMATION SYSTEMS GROUNDMAN TRUCK DRIVER (TRACTOR TRAILER UNIT) FOOTNOTE: A. NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, PLUS PRESIDENT'S DAY, GOOD FRIDAY, DECORATION DAY, ELECTION DAY FOR THE PRESIDENT OF THE UNITED STATES AND ELECTION DAY FOR THE GOVERNOR OF THE STATE OF NEW YORK, PROVIDED THE EMPLOYEE WORKS THE DAY BEFORE OR THE DAY AFTER THE HOLIDAY...	\$ 47.57	31.03
ELECTRICIAN LINE CONSTRUCTION: LIGHTING AND TRAFFIC SIGNAL INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR TRAFFIC SIGNAL SYSTEMS, TRAFFIC MONITORING SYSTEMS AND ROAD WEATHER INFORMATION SYSTEMS GROUNDMAN (TRUCK DRIVER) FOOTNOTE: A. NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, PLUS PRESIDENT'S DAY, GOOD FRIDAY, DECORATION DAY, ELECTION DAY FOR THE PRESIDENT OF THE UNITED STATES AND ELECTION DAY FOR THE GOVERNOR OF THE STATE OF NEW YORK, PROVIDED THE EMPLOYEE WORKS THE DAY BEFORE OR THE DAY AFTER THE HOLIDAY.....	\$ 42.29	30.66
ELECTRICIAN LINE CONSTRUCTION: LIGHTING AND TRAFFIC SIGNAL INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR TRAFFIC SIGNAL SYSTEMS, TRAFFIC MONITORING SYSTEMS AND ROAD WEATHER INFORMATION SYSTEMS FLAGMAN FOOTNOTE: A. NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, PLUS PRESIDENT'S DAY, GOOD FRIDAY, DECORATION DAY, ELECTION DAY FOR THE PRESIDENT OF THE UNITED STATES AND ELECTION DAY FOR THE GOVERNOR OF THE STATE OF NEW YORK, PROVIDED		

THE EMPLOYEE WORKS THE DAY BEFORE OR THE DAY AFTER
THE HOLIDAY.....\$ 31.72 29.87

ELEC1249-004 05/05/2025

	Rates	Fringes
ELECTRICIAN, LINE CONSTRUCTION: MECHANIC (Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails; Pipetype cable installation).....	\$ 49.25	31.15
ELECTRICIAN, LINE CONSTRUCTION: MECHANIC (Substation:).....	\$ 49.25	31.15
ELECTRICIAN, LINE CONSTRUCTION: MECHANIC (Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities :).....	\$ 49.25	31.15
ELECTRICIAN, LINE CONSTRUCTION: LINEMAN & Technician (Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails; Pipetype cable ins.....	\$ 61.56	36.21
ELECTRICIAN, LINE CONSTRUCTION: LINEMAN & Technician (Substation:).....	\$ 61.56	36.21
ELECTRICIAN, LINE CONSTRUCTION: GROUNDMAN TRUCK DRIVER (TRACTOR TRAILER UNIT) (Substation:).....	\$ 49.25	31.15
ELECTRICIAN, LINE CONSTRUCTION: GROUNDMAN TRUCK DRIVER (TRACTOR TRAILER UNIT) (Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities :).....	\$ 49.25	31.15
ELECTRICIAN, LINE CONSTRUCTION: GROUNDMAN TRUCK DRIVER (Switching structures; railroad catenary installation and maintenance, third rail type		

underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails;		
Pipetype cable installat.....	\$ 49.25	31.15
ELECTRICIAN, LINE CONSTRUCTION: GROUNDMAN TRUCK DRIVER (Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities :)	\$ 49.25	31.15
ELECTRICIAN, LINE CONSTRUCTION: GROUNDMAN DIGGING MACHINE OPERATOR (Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails;		
Pipetype cab.....	\$ 55.40	31.78
ELECTRICIAN, LINE CONSTRUCTION: GROUNDMAN DIGGING MACHINE OPERATOR (Substation:)	\$ 55.40	31.78
ELECTRICIAN, LINE CONSTRUCTION: GROUNDMAN DIGGING MACHINE OPERATOR (Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities :)	\$ 55.40	31.78
ELECTRICIAN, LINE CONSTRUCTION: FLAGMAN (Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails; Pipetype cable installation)	\$ 35.34	30.12
ELECTRICIAN, LINE CONSTRUCTION: FLAGMAN (Substation:)	\$ 35.34	30.12
ELECTRICIAN, LINE CONSTRUCTION: FLAGMAN (Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire,		

fiber optic shield wire or any other like product
by any other name manufactured for the dual purpose
of ground fault protection and fiber optic
capabilities :)......\$ 35.34 30.12
ELECTRICIAN, LINE CONSTRUCTION: CABLE SPLICER
(Switching structures; railroad catenary
installation and maintenance, third rail type
underground fluid or gas filled transmission
conduit and cable installations (including any and
all fiber optic ground product by any other name
manufactured for the dual purpose of ground fault
protection and fiber optic capabilities), pipetype
cable installation and maintenance jobs or
projects, and maintenance bonding of rails;
Pipetype cable installation).....\$ 64.59 42.92
ELECTRICIAN, LINE CONSTRUCTION: CABLE SPLICER
(Substation:)......\$ 63.14 33.82
ELECTRICIAN LINE CONSTRUCTION SWITCHING STRUCTURES;
RAILROAD CATENARY INSTALLATION AND MAINTENANCE,
THIRD RAIL TYPE UNDERGROUND FLUID OR GAS FILLED
TRANSMISSION CONDUIT AND CABLE INSTALLATIONS
(INCLUDING ANY AND ALL FIBER OPTIC GROUND PRODUCT
BY ANY OTHER NAME MANUFACTURED FOR THE DUAL PURPOSE
OF GROUND FAULT PROTECTION AND FIBER OPTIC
CAPABILITIES), PIPE TYPE CABLE INSTALLATION AND
MAINTENANCE JOBS OR PROJECTS, AND MAINTENANCE
BONDING OF RAILS; PIPE TYPE CABLE INSTALLATION
GROUND MAN TRUCK DRIVER (TRACTOR-TRAILER UNIT)
FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY,
PRESIDENTS' DAY, MEMORIAL DAY, GOOD FRIDAY,
INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY,
CHRISTMAS DAY, AND ELECTION DAY FOR THE PRESIDENT
OF THE UNITED STATES AND ELECTION DAY FOR THE
GOVERNOR OF NEW YORK STATE, PROVIDED THE EMPLOYEE
WORKS TWO DAYS BEFORE OR TWO DAYS AFTER THE
HOLIDAY.....\$ 49.25 31.15
ELECTRICIAN LINE CONSTRUCTION SUBSTATION: GROUND
MAN TRUCK DRIVER FOOTNOTE: A. PAID HOLIDAYS:
NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, GOOD
FRIDAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING
DAY, CHRISTMAS DAY, AND ELECTION DAY FOR THE
PRESIDENT OF THE UNITED STATES AND ELECTION DAY FOR
THE GOVERNOR OF NEW YORK STATE, PROVIDED THE
EMPLOYEE WORKS TWO DAYS BEFORE OR TWO DAYS AFTER
THE HOLIDAY.....\$ 49.25 31.15
ELECTRICIAN LINE CONSTRUCTION OVERHEAD AND
UNDERGROUND DISTRIBUTION AND MAINTENANCE WORK AND
ALL OVERHEAD AND UNDERGROUND TRANSMISSION LINE WORK
INCLUDING ANY AND ALL FIBER OPTIC GROUND WIRE,
FIBER OPTIC SHIELD WIRE OR ANY OTHER LIKE PRODUCT
BY ANY OTHER NAME MANUFACTURED FOR THE DUAL PURPOSE
OF GROUND FAULT PROTECTION AND FIBER OPTIC
CAPABILITIES : LINEMAN AND TECHNICIAN FOOTNOTE:
A. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY,

MEMORIAL DAY, GOOD FRIDAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, AND ELECTION DAY FOR THE PRESIDENT OF THE UNITED STATES AND ELECTION DAY FOR THE GOVERNOR OF NEW YORK STATE, PROVIDED THE EMPLOYEE WORKS TWO DAYS BEFORE OR TWO DAYS AFTER THE HOLIDAY.....\$ 61.56 36.21

ELEC1249-008 01/01/2025

	Rates	Fringes
ELECTRICIAN LINE CONSTRUCTION TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT INSTALLER REPAIRMAN-TELEDATA LINEMAN/TECHNICIAN-EQUIPMENT OPERATOR A. NEW YEAR'S DAY, PRESIDENT'S DAY, GOOD FRIDAY, DECORATION DAY, INDEPENDENCE DAY, LABOR DAY, VETERAN'S DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING, CHRISTMAS DAY.....	\$ 38.73	6.93
ELECTRICIAN LINE CONSTRUCTION TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT GROUNDMAN A. NEW YEAR'S DAY, PRESIDENT'S DAY, GOOD FRIDAY, DECORATION DAY, INDEPENDENCE DAY, LABOR DAY, VETERAN'S DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING, CHRISTMAS DAY.....	\$ 20.53	6.39
ELECTRICIAN LINE CONSTRUCTION TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT CABLE SPLICER A. NEW YEAR'S DAY, PRESIDENT'S DAY, GOOD FRIDAY, DECORATION DAY, INDEPENDENCE DAY, LABOR DAY, VETERAN'S DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING, CHRISTMAS DAY.....	\$ 40.81	6.99

ELEV0027-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC FOOTNOTE: A.VACATION: 6%/UNDER 5 YEARS BASED ON REGULAR HOURLY RATE FOR ALL HOURS WORKED. 8%/OVER 5 YEARS BASED ON REGULAR HOURLY RATE FOR ALL HOURS WORKED. B. PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; VETERANS' DAY; THANKSGIVING DAY; THE FRIDAY AFTER THANKSGIVING DAY; AND CHRISTMAS DAY.....	\$ 61.52	38.44

ENGI0158-032 07/01/2025

	Rates	Fringes
OPERATING ENGINEER: MASTER MECHANIC (TUNNEL AND SHAFT). FOR EXCAVATION AND PAVING: FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; CHRISTMAS DAY, REGARDLESS OF THE DAY OF THE WEEK ON WHICH THE HOLIDAY MAY FALL, PROVIDED THE EMPLOYEE WORKS EITHER ON THE WORK DAY IMMEDIATELY PRECEDING THE HOLIDAY OR ON THE SCHEDULED WORK DAY IMMEDIATELY FOLLOWING THE HOLIDAY. EXCAVATION AND		

PAVING CLASSIFICATIONS.....	\$ 60.84	35.00
OPERATING ENGINEER: MASTER MECHANIC (EXCAVATING AND PAVING). FOR EXCAVATION AND PAVING: FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; CHRISTMAS DAY, REGARDLESS OF THE DAY OF THE WEEK ON WHICH THE HOLIDAY MAY FALL, PROVIDED THE EMPLOYEE WORKS EITHER ON THE WORK DAY IMMEDIATELY PRECEDING THE HOLIDAY OR ON THE SCHEDULED WORK DAY IMMEDIATELY FOLLOWING THE HOLIDAY.		
PAVING CLASSIFICATIONS.....	\$ 43.26	34.85
OPERATING ENGINEER: GROUP 7 (HEAVY AND HIGHWAY) MASTER MECHANIC FOOTNOTE: B. PAID HOLIDAYS: NEW YEARS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY PROVIDED THE EMPLOYEE WORKS THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY		
.....	\$ 56.81	35.75
OPERATING ENGINEER: GROUP 6 (HEAVY AND HIGHWAY) CRANES 49 TONS AND FOOTNOTE: B. PAID HOLIDAYS: NEW YEARS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY PROVIDED THE EMPLOYEE WORKS THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY		
.....	\$ 58.38	35.75
OPERATING ENGINEER: GROUP 5 (HEAVY AND HIGHWAY) GROUP 5: CRANES 50 TONS AND OVER FOOTNOTE: B. PAID HOLIDAYS: NEW YEARS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY PROVIDED THE EMPLOYEE WORKS THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY		
.....	\$ 59.88	35.75
OPERATING ENGINEER: GROUP 4 (TUNNEL AND SHAFT): CRANE, FRICTION OR LATTICE TYPE WITH BOOM LENGTH 200 FEET AND OVER FOOTNOTE: B. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, REGARDLESS OF THE DAY OF THE WEEK ON WHICH THE HOLIDAY MAY FALL, PROVIDED THE EMPLOYEE WORKS THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY		
.....	\$ 51.41	35.00
OPERATING ENGINEER: GROUP 4 (HEAVY AND HIGHWAY)TOWER CRANES FOOTNOTE: B. PAID HOLIDAYS: NEW YEARS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY PROVIDED THE EMPLOYEE WORKS THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY		
.....	\$ 61.38	35.75
OPERATING ENGINEER: GROUP 4 (EXCAVATING AND PAVING) COMPRESSOR (ANY SIZE, BUT SUBJECT TO OTHER PROVISIONS FOR COMPRESSORS); DUST COLLECTORS; GENERATORS; WELDING MACHINES (3 OR LESS OF ANY TYPE OR COMBINATION); CONCRETE MIXER (16S AND UNDER), CONCRETE SAW-SELF PROPELLED; FIREMAN; FORM TAMPER; MULCHING MACHINE; POWER HEATERMAN; PUMPS REGARDLESS OF MOTIVE POWER NO MORE THAN 3 IN NUMBER NOT TO EXCEED 12"" IN TOTAL CAPACITY; REVINIUS WIDENER;		

STEAM CLEANER; TRACTOR FOOTNOTE: A. PAID	
HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY;	
INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY;	
CHRISTMAS DAY, REGARDLESS OF THE DAY OF THE WEEK ON	
WHICH THE HOLIDAY MAY FALL, PROVIDED THE EMPLOYEE	
WORKS EITHER ON THE WORK DAY IMMEDIATELY PRECEDING	
THE HOLIDAY OR ON THE SCHEDULED WORK DAY	
IMMEDIATELY FOLLOWING THE HOLIDAY.....	\$ 36.61
OPERATING ENGINEER: GROUP 3 (TUNNEL AND SHAFT):	34.85
""A"" FRAME TRUCK; BALLAST REGULATOR (RIDE ON);	
COMPRESSORS (4 NOT TO EXCEED 2000 CFM COMBINED	
CAPACITY; OR 3 OR LESS WITH MORE THAN 1200 CFM BUT	
NOT TO EXCEED 2000 CFM); COMPRESSORS (ANY SIZE BUT	
SUBJECT TO OTHER PROVISIONS FOR COMPRESSORS; DUST	
COLLECTORS; GENERATORS; PUMPS; WELDING MACHINES;	
LIGHT PLANTS (4 OF ANY TYPE OR 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 (UNDER 15 FT); GROUND PUMP OVER 5 CU. FT	
(MANUFACTURERS RATING); GUNITE MACHINE; HAMMERS	
(HYDRAULIC SELF PROPELLED); HYDRA-SPIKER (RIDE ON);	
HYDRA BLASTER (WATER); HYDRA BLASTER; MOTORIZED	
FORM CARRIER; POST HOLE DIGGER AND POST DRIVER;	
POWER SWEEPER; ROLLER (GRADE AND 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 (RIDER ON); TIE SPACER	
(RIDE ON); TRACK LINER (RIDE ON); TRACTOR WITH	
TOWED ACCESSORIES; VIBRATORY COMPACTOR; VIBRO TAMP;	
WELL POINT AGGREGATE PLANT; BOILER (USED IN	
CONJUNCTION WITH PRODUCTION); CEMENT AND BIN	
OPERATOR; COMPRESSORS (3 OR LESS NOT TO EXCEED 1200	
CFM COMBINED CAPACITY); COMPRESSORS (ANY SIZE; BUT	
SUBJECT TO OTHER PROVISIONS FOR COMPRESSORS); DUST	
COLLECTORS; GENERATORS; PUMPS; WELDING MACHINES;	
LIGHT PLANTS (3 OR LESS OF ANY TYPE OR	
COMBINATION); CONCRETE PAVER OR MIXER (16S AND	
UNDER); CONCRETE SAW (SELF PROPELLED); FIREMAN;	
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 FOOTNOTE: B.	
PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY,	
INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY,	
CHRISTMAS DAY, REGARDLESS OF THE DAY OF THE WEEK ON	
WHICH THE HOLIDAY MAY FALL, PROVIDED THE EMPLOYEE	
WORKS THE WORKING DAY BEFORE AND THE WORKING DAY	
AFTER THE HOLIDAY	\$ 54.42
OPERATING ENGINEER: GROUP 3 (HEAVY AND HIGHWAY): A	35.00

FRAME WINCH HOIST ON TRUCK , ARTICULATED HEAVY HAULER, AGGREGATE PLANT, ASPHALT OR CONCRETE GROOVING, MACHINE (RIDE ON), BALLAST REGULATOR, RIDE-ON BOILER (USED IN CONJUNCTION WITH PRODUCTION), BITUMINOUS HEATER, SELF-PROPELLED, BOAT (POWERED), CEMENT AND BIN OPERATOR, COMPRESSORS, DUST COLLECTORS, GENERATORS, PUMPS, WELDING MACHINES, LIGHT PLANTS, HEATERS (HANDS-OFF EQUIPMENT), CONCRETE PAVEMENT SPREADER AND FINISHER, CONCRETE PAVER OR MIXER (16S AND UNDER), CONCRETE SAW (SELF-PROPELLED), CONVEYOR, DECK HAND, DIRECTIONAL DRILL MACHINE LOCATOR, DRILL, (CORE), DRILL, (WELL,) FARM TRACTOR WITH ACCESSORIES, FINE GRADE MACHINE, TAMPER, RIDE-ON, TIE EXTRACTOR, RIDE-ON, TIE HANDLER, RIDE-ON, TIE INSERTER, RIDE-ON, TIE SPACER, RIDE-ON, TIRE REPAIR, TRACK LINER, RIDE-ON, TRACTOR, TRACTOR (WITH TOWED ACCESSORIES), VIBRATORY COMPACTOR, VIBRO TAMP, WELL POINT	
FOOTNOTE: B. PAID HOLIDAYS: NEW YEARS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY PROVIDED THE EMPLOYEE WORKS THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY	\$ 51.81
OPERATING ENGINEER: GROUP 3 (EXCAVATING AND PAVING) COMPRESSORS (4 NOT TO EXCEED 2000 CFM COMBINED CAPACITY; OR 3 OR LESS WITH MORE THAN 1200 CFM BUT NOT TO EXCEED 2000 CFM); COMPRESSORS (ANY SIZE BUT SUBJECT TO OTHER PROVISIONS FOR COMPRESSORS); DUST COLLECTORS; GENERATORS; WELDING MACHINES (4 OF ANY TYPE OR COMBINATION); CONCRETE PAVEMENT SPREADERS AND FINISHERS; CONVEYOR; DRILL (CORE); DRILL (WELL); ELECTRIC PUMP USED IN CONJUNCTION WITH WELL POINT SYSTEMS; FARM TRACTOR WITH ACCESSORIES; FINE GRADE MACHINE; FORK LIFT; GUNITE MACHINE; HAMMERS-HYDRAULIC-SELF PROPELLED; LOCOMOTIVE; POST HOLE DIGGER AND POST DRIVER; PUMPS (REGARDLESS OF MOTIVE POWER, NOT MORE THAN 4 IN NUMBER NOT TO EXCEED 20"" IN TOTAL CAPACITY); SUBMERSIBLE ELECTRIC PUMPS WHEN USED IN LIEU OF WELL POINTS, TRACTOR WITH TOWED ACCESSORIES; VIBRATORY COMPACTOR; VIBRO TAMP; WELL POINT	35.75
FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; CHRISTMAS DAY, REGARDLESS OF THE DAY OF THE WEEK ON WHICH THE HOLIDAY MAY FALL, PROVIDED THE EMPLOYEE WORKS EITHER ON THE WORK DAY IMMEDIATELY PRECEDING THE HOLIDAY OR ON THE SCHEDULED WORK DAY IMMEDIATELY FOLLOWING THE HOLIDAY.....	\$ 40.10
OPERATING ENGINEER: GROUP 2 (TUNNEL AND SHAFT): AUTOMATED CENTRAL MIX CONCRETE PLANT; BACKHOE (TOPSIDE); BACKHOE (TRACTOR MOUNTED,RUBBER TIRED); BITUMINOUS SPREADER AND MIXER; BLACKTOP PLANT (NON AUTOMATED); BLAST OR ROTARY DRILL (TRUCK OR TRACTOR MOUNTED); BORING MACHINE; CAGE HOIST; CENTRAL MIX	34.85

PLANT (NON AUTOMATED) AND ALL CONCRETE BATCHING
PLANTS; CHERRY PICKER (5 TONS CAPACITY AND UNDER);
COMPRESSORS (4 OR LESS EXCEEDING 2000 CFM COMBINED
CAPACITY); CONCRETE PAVER (OVER 16S); CONCRETE
PUMP; CRANE (TOPSIDE); CRUSHER; DIESEL POWER UNIT;
DRILL RIGS, TRACTOR MOUNTED; FRONT END LOADER
(UNDER 4 CU. YDS); GRAYCO EPOXY MACHINE;
HI-PRESSURE BOILER (15 LBS AND OVER); HOIST (ONE
DRUM); HOIST (TWO OR THREE DRUM) (TOPSIDE); KOLMAN
PLANT LOADER AND SIMILAR TYPE LOADERS; L.C.M. WORK
BOAT OPERATOR; LOCOMOTIVE; MAINTENANCE ENGINEER
(TOPSIDE); MAINTENANCE GREASEMAN; MIXER (FOR
STABILIZED BASE SELF-PROPELLED); MONORIAL MACHINE;
PLANT ENGINEER; PERSONNEL HOIST; PUMP CRETE; READY
MIX CONCRETE PLANT; REFRIGERATION EQUIPMENT (FROM
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; WELDER;
WINCH; WINCH CAT FOOTNOTE: B. PAID HOLIDAYS:
NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY,
LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY,
REGARDLESS OF THE DAY OF THE WEEK ON WHICH THE
HOLIDAY MAY FALL, PROVIDED THE EMPLOYEE WORKS THE
WORKING DAY BEFORE AND THE WORKING DAY AFTER THE
HOLIDAY\$ 57.21 35.00
OPERATING ENGINEER: GROUP 2 (HEAVY AND HIGHWAY)
ASPHALT PAVER, BACKHOE (TRACTOR MOUNTED, RUBBER
TIRED), BITUMINOUS RECYCLER MACHINE, BITUMINOUS
SPREADER AND MIXER, BLACKTOP PLANT (NONAUTOMATED),
BLAST OR ROTARY DRILL (TRUCK OR TRACTOR MOUNTED),
BORING MACHINE, CAGE HOIST, CENTRAL MIX PLANT
(NONAUTOMATED) AND ALL CONCRETE BATCHING PLANTS,
CHERRY PICKER (5 TONS CAPACITY AND UNDER), CONCRETE
PAVER (OVER 16S), CRAWLER DRILL, SELF-CONTAINED,
CRUSHER, DIESEL POWER UNIT, DRILL RIGS, TRACTOR
MOUNTED, FRONT END LOADER (UNDER 4 CU. YD.),
GREASEMAN/LUBRICATION ENGINEER, HIPRESSURE BOILER
(15 LBS. AND OVER), HOIST (ONE DRUM), HYDRO-AXE,
KOLMAN PLANT LOADER AND SIMILAR TYPE LOADERS,
L.C.M. WORK BOAT OPERATOR, LOCOMOTIVE MIXER (FOR
STABILIZED BASE SELFPROPELLED), MONORAIL MACHINE,
PLANT ENGINEER, PROFILER (105 H.P. AND UNDER),
GRINDER, POST HOLE DIGGER AND POST DRIVER, POWER
BROOM (TOWED), POWER HEATERMAN, POWER SWEEPER,
REVINIUS WIDENER, ROLLER (GRADE AND FILL),
SCARIFIER, RIDE-ON, SHELL WINDER, SKID STEER LOADER
(BOBCAT OR SIMILAR), SPAN-SAW, RIDE-ON, STEAM
CLEANER, PUG MILL, PUMP CRETE READY MIX CONCRETE
PLANT REFRIGERATION EQUIPMENT (FOR SOIL
STABILIZATION)ROAD WIDENER, ROLLER (ALL ABOVE
SUBGRADE), SEA MULE, SELF-CONTAINED RIDE-ON ROCK
DRILL, EXCLUDING AIR-TRACK TYPE DRILL, SKIDDER,
TRACTOR WITH DOZER AND/OR PUSHER, TRENCHER. TUGGER

HOIST, VERMEER SAW (RIDE ON, ANY SIZE OR TYPE), WINCH, WINCH CAT FOOTNOTE: B. PAID HOLIDAYS: NEW YEARS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY PROVIDED THE EMPLOYEE WORKS THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY	\$ 54.68	35.75
OPERATING ENGINEER: GROUP 2 (EXCAVATING AND PAVING) BACKHOE (TRACTOR MOUNTED, RUBBER TIRED); BITUMINOUS SPREADER AND MIXER; BLACKTOP PLANT (NON AUTOMATED); BORING MACHINE; CAGE HOIST; CENTRAL MIX PLANT (NON AUTOMATED) AND ALL CONCRETE BATCHING PLANTS; CHERRY PICKER, 5 TONS AND UNDER; COMPRESSOR (4 OR LESS) EXCEEDING 2000 CFM COMBINED CAPACITY; CONCRETE PAVER OVER 16S; CONCRETE PUMP; CRUSHER; DRILL RIGS (TRACTOR MOUNTED); FRONT END LOADER (UNDER 4 CU. YDS); HI- PRESSURE BOILER (15 LBS AND OVER); HOIST (ONE DRUM); KOLMAN PLANT LOADER AND SIMILAR TYPE LOADERS; MAINTENANCE ENGINEER; MAINTENANCE GREASE MAN; MECHANICAL SLURRY MACHINE; MIXER FOR STABILIZED BASE SELF PROPELLED; MONORAIL MACHINE; PLANT ENGINEER; POWER BROOM; POWER GRADER; PUMP CRETE; READY MIX CONCRETE PLANT; ROAD WIDENER; ROLLER (ALL ABOVE SUB-GRADE); SIDE BOOM; TRACTOR SCRAPER; TRACTOR WITH DOZER AND OR PUSHER; TRENCHER; WINCH FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; CHRISTMAS DAY, REGARDLESS OF THE DAY OF THE WEEK ON WHICH THE HOLIDAY MAY FALL, PROVIDED THE EMPLOYEE WORKS EITHER ON THE WORK DAY IMMEDIATELY PRECEDING THE HOLIDAY OR ON THE SCHEDULED WORK DAY IMMEDIATELY FOLLOWING THE HOLIDAY.....	\$ 40.79	34.85
OPERATING ENGINEER: GROUP 1 (TUNNEL AND SHAFT) AUTOMATED CONCRETE SPREADER (CMI OR EQUIVALENT); AUTOMATED FINE GRADE MACHINE (CMI); BACKHOE; BELT PLACER (CMI OR SIMILAR); BLACKTOP SPREADER (AUTOMATED); CABLEWAY; CAISSON AUGER; CENTRAL MIX PLANT (AUTOMATED); CHERRY PICKER (5 TONS); CONCRETE CURB MACHINE (SELF-PROPELLED SLIPFORM); CONCRETE PUMP; CRANE; CRANE SHAFT; CRANE UNDERGROUND; CRANES AND DERRICKS (STEEL ERECTION); DRAGLINE; DREDGE; DUAL DRUM PAVER; EXCAVATOR (ALL PURPOSE-HYDRAULICLY OPERATED GRADALL OR SIMILAR); FORK LIFT (FACTORY RATED 15' AND OVER); FRONT END LOADER (4CU YD AND OVER); HEAD TOWER (SAUERMAN OR EQUAL); HOIST; SHAFT; HOIST (TWO OR THREE DRUM); HOLLAND LOADER; MAINTENANCE ENGINEER (SHAFT AND TUNNEL); MINE HOIST; MINING MACHINE (MOLE AND SIMILAR TYPES); MUCKING MACHINE OR MOSE; OVERHEAD CRANE (GANTRY OR STRADDLE TYPE); PILE DRIVER; POWER GRADER; QUAD 9, QUARRY MASTER (OR EQUIVALENT); SCRAPER; SHOVEL; SIDE BOOM; SLIP FORM PAVER; TRIPPER/MAINTENANCE ENGINEER (SHAFT AND TUNNEL); TRACTOR DRAWN BELT-TYPE LOADER; TRUCK CRANE; TRUCK OR TRAILER		

MOUNTED LOG CHIPPER (SELF FEEDER); TUG OPERATOR (MANNED RENTED EQUIPMENT EXCLUDED); TUNNEL SHOVEL FOOTNOTE: B. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, REGARDLESS OF THE DAY OF THE WEEK ON WHICH THE HOLIDAY MAY FALL, PROVIDED THE EMPLOYEE WORKS THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY\$ 58.43	35.00
OPERATING ENGINEER: GROUP 1 (HEAVY AND HIGHWAY) AUTOMATED CONCRETE SPREADER (CMI OR EQUIVALENT); AUTOMATED FINE GRADE MACHINE (CMI); BACKHOE; BELT PLACER (CMI OR SIMILAR); BLACKTOP SPREADER (AUTOMATED); CABLEWAY; CAISSON AUGER; CENTRAL MIX PLANT (AUTOMATED); CHERRY PICKER (5 TONS); CONCRETE CURB MACHINE (SELF-PROPELLED SLIPFORM); CONCRETE PUMP; CRANE; CRANE SHAFT; CRANE UNDERGROUND; CRANES AND DERRICKS (STEEL ERECTION); DRAGLINE; DREDGE; DUAL DRUM PAVER; EXCAVATOR (ALL PURPOSE-HYDRAULICLY OPERATED GRADALL OR SIMILAR); FORK LIFT (FACTORY RATED 15' AND OVER); FRONT END LOADER (4CU YD AND OVER); HEAD TOWER (SAUERMAN OR EQUAL); HOIST; SHAFT; HOIST (TWO OR THREE DRUM); HOLLAND LOADER; MAINTENANCE ENGINEER (SHAFT AND TUNNEL); MINE HOIST; MINING MACHINE (MOLE AND SIMILAR TYPES); MUCKING MACHINE OR MOSE; OVERHEAD CRANE (GANTRY OR STRADDLE TYPE); PILE DRIVER; POWER GRADER; QUAD 9, QUARRY MASTER (OR EQUIVALENT); SCRAPER; SHOVEL; SIDE BOOM; SLIP FORM PAVER; TRIPPER/MAINTENANCE ENGINEER (SHAFT AND TUNNEL); TRACTOR DRAWN BELT-TYPE LOADER; TRUCK CRANE; TRUCK OR TRAILER MOUNTED LOG CHIPPER (SELF FEEDER); TUG OPERATOR (MANNED RENTED EQUIPMENT EXCLUDED); TUNNEL SHOVEL FOOTNOTE: B. PAID HOLIDAYS: NEW YEARS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY PROVIDED THE EMPLOYEE WORKS THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY\$ 55.38	35.75
OPERATING ENGINEER: GROUP 1 (EXCAVATING AND PAVING) ASPHALT PAVER; AUTOMATIC FINE GRADER; BACKHOE (EXCEPT TRACTOR MOUNTED, RUBBER TIRED); BLACKTOP PLANT (AUTOMATED); CABLEWAY; CAISSON AUGER; CENTRAL MIX CONCRETE PLANT (AUTOMATED); CHERRY PICKER- OVER 5 TON CAPACITY; CRANE; CRANES AND DERRICKS (STEEL ERECTION); DRAGLINE; DUAL DRUM PAVER; FRONT END LOADER (4 CU. YD. AND OVER); HOIST,(TOW OR 3 DRUM); PILE DRIVER; POWER GRADER WITH ELEVATION LOADER ATTACHMENT; QUARRY MASTER (OR EQUIVALENT); SHOVEL; SLIP FORM PAVER; TRACTOR DRAWN BELT-TYPE LOADER; TRUCK CRANE TUNNEL SHOVEL; EXCAVATOR, ALL PURPOSE HYDRAULICALLY OPERATED FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; CHRISTMAS DAY, REGARDLESS OF THE DAY OF THE WEEK ON WHICH THE HOLIDAY MAY FALL, PROVIDED THE EMPLOYEE	

WORKS EITHER ON THE WORK DAY IMMEDIATELY PRECEDING
THE HOLIDAY OR ON THE SCHEDULED WORK DAY
IMMEDIATELY FOLLOWING THE HOLIDAY.....\$ 41.26 34.85

ENGI0158-038 07/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATORS: GROUP 8 (BUILDING CONSTRUCTION) TOWER CRANES FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS ON THE WORK DAY IMMEDIATELY PRECEDING THE HOLIDAY OR ON THE SCHEDULED WORK DAY IMMEDIATELY FOLLOWING THE HOLIDAY.....	\$ 50.14	35.20
POWER EQUIPMENT OPERATORS: GROUP 7 (BUILDING CONSTRUCTION) CRANES 251 AND OVER TONS FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS ON THE WORK DAY IMMEDIATELY PRECEDING THE HOLIDAY OR ON THE SCHEDULED WORK DAY IMMEDIATELY FOLLOWING THE HOLIDAY.....	\$ 50.64	35.20
POWER EQUIPMENT OPERATORS: GROUP 6 (BUILDING CONSTRUCTION) CRANES 25-250 TONS FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS ON THE WORK DAY IMMEDIATELY PRECEDING THE HOLIDAY OR ON THE SCHEDULED WORK DAY IMMEDIATELY FOLLOWING THE HOLIDAY.....	\$ 49.64	35.20
POWER EQUIPMENT OPERATORS: GROUP 5 (BUILDING CONSTRUCTION) CRANES UP TO AND INCLUDING 25 TONS FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS ON THE WORK DAY IMMEDIATELY PRECEDING THE HOLIDAY OR ON THE SCHEDULED WORK DAY IMMEDIATELY FOLLOWING THE HOLIDAY.....	\$ 47.64	35.20
POWER EQUIPMENT OPERATORS: GROUP 4 (BUILDING CONSTRUCTION) FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS ON THE WORK DAY IMMEDIATELY PRECEDING THE HOLIDAY OR ON THE SCHEDULED WORK DAY IMMEDIATELY FOLLOWING THE HOLIDAY.....	\$ 39.64	35.20
POWER EQUIPMENT OPERATORS: GROUP 3 (BUILDING CONSTRUCTION) ANY COMBINATION (NOT TO EXCEED THREE (3) PIECES OF EQUIPMENT) COMPRESSORS -THREE (3) OR LESS, OR NOT TO EXCEED 1200 CFM COMBINED CAPACITY, FIREMAN, LONGITUDINAL FLOAT, MECHANICAL HEATER PUMPS (REGARDLESS OF MOTIVE POWER) NO MORE THAN THREE (3) IN NUMBER, NOT TO EXCEED TWELVE (12) INCHES TOTAL CAPACITY, ROLLER (FILL AND		

GRADE)RUBBER TIRED TRACTOR WELDING MACHINE OR MECHANICAL CONVEYOR (OVER 12FT. IN LENGTH)	
EXCEPTION: SINGLE GASOLINE DRIVEN WELDING MACHINE UP TO 300AMPS NEED NOT BE MANNED. FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS ON THE WORK DAY IMMEDIATELY PRECEDING THE HOLIDAY OR ON THE SCHEDULED WORK DAY IMMEDIATELY FOLLOWING THE HOLIDAY.....	\$ 39.64 35.20
POWER EQUIPMENT OPERATORS: GROUP 2 (BUILDING CONSTRUCTION) A-FRAME TRUCK, BACKFILLING MACHINE, BACKHOE -TRACTOR MOUNTED, BARBER GREEN AND SIMILAR TYPE MACHINES, BELT CRETE AND SIMILAR TYPE MACHINES, BITUMINOUS SPREADING MACHINE 3/8 YD. CAPACITY OR LESS(FACTORY RATING), BULLDOZER, CARRY-ALL TYPE SCRAPER, COMPRESSORS: FOUR (4) NOT TO EXCEED 2000 CFM COMBINED CAPACITY; OR THREE (3) OR LESS WITH MORE THAN1200 CFM BUT NOT TO EXCEED 2000 CFM, CONCRETE MIXER, CONCRETE PLACER, CONCRETE PUMP, DINKY LOCOMOTIVES (ALL TYPES), ELEVATING GRADER, ELEVATOR FINE GRADE AND FINISH, ROLLERS, FINE GRADE MACHINES(ALL KINDS), FORKLIFT WITH FACTORY RATING OF LESS THAN FIFTEEN(15) FEET OF LIFT, FRONT END LOADER, GUNITE PUMPING MACHINE, HIGH PRESSURE BOILER, HOIST (1 OR 2 DRUMS), MAINTENANCE ENGINEER (MECHANIC), MECHANICAL SLURRY MACHINE (ALL KINDS), MEGA MIXERS AND SIMILAR TYPE MACHINES, MOTOR GRADER, POST HOLE DIGGER, PUMPS (REGARDLESS OF MOTIVE POWER) NO MORE THAN FOUR (4) IN NUMBER NOT TO EXCEED TWENTY (20) INCHES IN TOTAL CAPACITY, SHOT CRETE PUMPING MACHINE, SIDE BOOM TRACTOR, SKID STEER LOADER WITH ATTACHMENTS, STONE CRUSHER TOURNADOZER AND SIMILAR TYPES TOURNAPULL AND SIMILAR TYPES, TRENCHING MACHINES, WELL DRILL, WELLPOINT SYSTEM EXCEPTION: SINGLE ELECTRIC PUMPS UP TO AND INCLUDING FOUR (4) INCHES NEED NOT BE MANNED. FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS ON THE WORK DAY IMMEDIATELY PRECEDING THE HOLIDAY OR ON THE SCHEDULED WORK DAY IMMEDIATELY FOLLOWING THE HOLIDAY.....	\$ 42.34 35.20
POWER EQUIPMENT OPERATORS: GROUP 1 (BUILDING CONSTRUCTION) AIR TUGGER, ALL TERRAIN TELESCOPING MATERIAL HANDLER, CLAMSHELL, DRAGLINE, SHOVEL AND SIMILAR MACHINES OVER THREE EIGHTHS CU.YD. CAPACITY (FACT. RATING);CARRIER MOUNTED BACKHOES THAT SWING 360 DEGREES BIG GENERATOR PLANT HOIST (ON STEEL ERECTION) BRIDGE CRANE (ALL TYPES), CABLEWAY, CAISSON AUGER AND SIMILAR TYPE MACHINE, CRANE, DERRICK, DREDGE, EXCAVATOR ALL PURPOSE HYDRAULICALLY OPERATED, FORKLIFT (WITH FACTORY RATING OF FIFTEEN FT. OR MORE OF LIFT),HOIST (ON	

STEEL ERECTION), HYDRAULIC/KRUPP DRILL TYPE MUCKING MACHINES, REMOTE CONTROLLED EXCAVATOR WITH ATTACHMENTS (BROKK TYPE OR SIMILAR), ROSS CARRIER (AND SIMILAR TYPE), THREE-DRUM HOIST(WHEN ALL THREE DRUMS ARE IN USE) FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS ON THE WORK DAY IMMEDIATELY PRECEDING THE HOLIDAY OR ON THE SCHEDULED WORK DAY IMMEDIATELY FOLLOWING THE HOLIDAY.....\$ 43.14 35.20

IRON0033-001 07/01/2025

	Rates	Fringes
IRONWORKERS: (SHEETER).....	\$ 36.00	30.80
IRONWORKERS: (ORNAMENTAL, REINFORCING STONE DERRICKMAN, RIGGER, RODMAN, STRUCTURAL MACHINERY MOVERS FENCE ERECTORS, PRECAST CONCRETE ERECTOR)....	\$ 35.75	30.80

LABO0435-002 07/01/2018

	Rates	Fringes
TUNNEL AND SHAFT LABORERS: TUGGER, MINER FOOTNOTES: A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE HAS WORKED THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....	\$ 31.24	18.62
TUNNEL AND SHAFT LABORERS: HAZARDOUS WASTE FOOTNOTES: A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE HAS WORKED THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....	\$ 35.24	18.62
TUNNEL AND SHAFT LABORERS: CHANGE HOUSE MAN FOOTNOTES: A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE HAS WORKED THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....	\$ 31.04	18.62

LABO0435-003 07/01/2024

	Rates	Fringes
LABORERS: GROUP 5 (HEAVY AND HIGHWAY) HAZARDOUS WASTE REMOVAL. FOOTNOTES: A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE HAS WORKED THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....	\$ 35.44	25.30
LABORERS: GROUP 4 (HEAVY AND HIGHWAY) BLASTERS FOOTNOTES: A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY,		

THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE
EMPLOYEE HAS WORKED THE WORKING DAY BEFORE AND THE
WORKING DAY AFTER THE HOLIDAY.....\$ 34.69 25.30
LABORERS: GROUP 3 (HEAVY AND HIGHWAY) RAKERS,
DRILLERS, PIPELAYERS AND TORCH OPERATORS
FOOTNOTES: A. PAID HOLIDAYS: NEW YEAR'S DAY,
MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY,
THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE
EMPLOYEE HAS WORKED THE WORKING DAY BEFORE AND THE
WORKING DAY AFTER THE HOLIDAY.....\$ 33.86 25.30
LABORERS: GROUP 2 (HEAVY AND HIGHWAY) LABORERS
FOOTNOTES: A. PAID HOLIDAYS: NEW YEAR'S DAY,
MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY,
THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE
EMPLOYEE HAS WORKED THE WORKING DAY BEFORE AND THE
WORKING DAY AFTER THE HOLIDAY.....\$ 33.66 25.30
LABORERS: GROUP 1 (HEAVY AND HIGHWAY) FLAGGERS
FOOTNOTES: A. PAID HOLIDAYS: NEW YEAR'S DAY,
MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY,
THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE
EMPLOYEE HAS WORKED THE WORKING DAY BEFORE AND THE
WORKING DAY AFTER THE HOLIDAY.....\$ 32.96 25.30

PAIN0004-028 05/01/2024

	Rates	Fringes
PAINTERS: WALLCOVERING (BUILDING CONSTRUCTION).....	\$ 28.02	26.23
PAINTERS: SPRAY (BUILDING CONSTRUCTION).....	\$ 27.77	26.23
PAINTERS: SANDBLASTING (BUILDING CONSTRUCTION).....	\$ 27.77	26.23
PAINTERS: DRYWALL TAPER (BUILDING CONSTRUCTION).....	\$ 28.02	26.23
PAINTERS: BRUSH & ROLL (BUILDING CONSTRUCTION).....	\$ 27.27	26.23

PAIN0677-001 05/01/2025

	Rates	Fringes
GLAZIER.....	\$ 31.05	31.55

PLUM0013-001 05/06/2025

	Rates	Fringes
PLUMBER AND STEAMFITTER.....	\$ 42.68	27.88

ROOF0022-001 06/01/2025

	Rates	Fringes
ROOFER.....	\$ 34.10	28.20

SFNY0669-001 01/01/2026

	Rates	Fringes
SPRINKLER FITTER.....	\$ 47.85	28.94

SHEE0046-001 05/05/2025

	Rates	Fringes	
SHEET METAL WORKER.....	\$ 43.01		28.66

TEAM0118-003 07/01/2025

	Rates	Fringes	
TRUCK DRIVERS: GROUP 5 OFF-HIGHWAY TANDEM BACK DUMP; TWIN ENGINE EQUIPMENT; DOUBLE-HITCHED EQUIPMENT SHERE NOT SELF-LOADED. HAZARDOUS WASTE SITE WORK RECEIVES AN ADDITIONAL \$1.50 PER HOUR FOOTNOTE: A. PAID HOLIDAYS: NEW YEARS DAY; MEMORIAL DAY; INDEPENDENCE DAY; LAOBR DAY; THANKSGIVING DAY; CHRISTMAS DAY	\$ 31.79		27.77
TRUCK DRIVERS: GROUP 4 SPECIALIZED EARTH MOVING EQUIPMENT - EUCLID TYPE OR SIMILAR OFF-HIGHWAY EQUIPMENT, WHERE NOT SELF-LOADED; STRADDLE (ROSS) CARRIER; SELF-CONTAINED CONCRETE UNIT. HAZARDOUS WASTE SITE WORK RECEIVES AN ADDITIONAL \$1.50 PER HOUR FOOTNOTE: A. PAID HOLIDAYS: NEW YEARS DAY; MEMORIAL DAY; INDEPENDENCE DAY; LAOBR DAY; THANKSGIVING DAY; CHRISTMAS DAY.....	\$ 31.64		27.77
TRUCK DRIVERS: GROUP 3 SEMI-TRAILERS; LOW-BOY TRUCKS; ASPHALT DISTRIBUTOR TRUCKS; AGITATOR; MIXER TRUCKS AND DUMPCRETE TYPE VEHICLES; TRUCK MECHANIC; FUEL TRUCK. HAZARDOUS WASTE SITE WORK RECEIVES AN ADDITIONAL \$1.50 PER HOUR FOOTNOTE: A. PAID HOLIDAYS: NEW YEARS DAY; MEMORIAL DAY; INDEPENDENCE DAY; LAOBR DAY; THANKSGIVING DAY; CHRISTMAS DAY.....	\$ 31.49		27.77
TRUCK DRIVERS: GROUP 2 TANDEM; BATCH TRUCK; MECHANICS. HAZARDOUS WASTE SITE WORK RECEIVES AN ADDITIONAL \$1.50 PER HOUR FOOTNOTE: A. PAID HOLIDAYS: NEW YEARS DAY; MEMORIAL DAY; INDEPENDENCE DAY; LAOBR DAY; THANKSGIVING DAY; CHRISTMAS DAY.....	\$ 31.44		27.77
TRUCK DRIVERS: GROUP 1 PICK-UPS; PANEL TRUCKS; FLATBOY MATERIALS TRUCKS (STRAIGHT JOBS); SINGLE AXLE DUMP TRUCKS; DUMPSTERS; RECEIVERS; GREASERS; TRUCK TIREMAN. HAZARDOUS WASTE SITE WORK RECEIVES AN ADDITIONAL \$1.50 PER HOUR FOOTNOTE: A. PAID HOLIDAYS: NEW YEARS DAY; MEMORIAL DAY; INDEPENDENCE DAY; LAOBR DAY; THANKSGIVING DAY; CHRISTMAS DAY.....	\$ 31.39		27.77

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council

number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007

01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

