

PROPOSAL CONTRACT DOCUMENTS

SPECIFICATIONS

for

WELLSVILLE MUNICIPAL AIRPORT (ELZ)

**TOWN OF WELLSVILLE
ALLEGANY COUNTY, NEW YORK**

RECONSTRUCT HANGAR NO. 4

BID DOCUMENTS

MAY 2026

**FAA AIP NO. 3-36-0121-043-2025
NYSDOT PIN 6903.67
MJ PROJECT NO. 19122.04**



Prepared By:



15 Fishers Rd, Suite 200
Pittsford, NY 14534
Phone: (585) 905-0970
Fax: (585) 905-0882
www.mjinc.com

Scott Berend, PE, NYSPE Lic. No. 103722

This Page Left Intentionally Blank

TABLE OF CONTENTS

BIDDING REQUIREMENTS, PROPOSAL, AND CONTRACT FORMS

TOC	Table of Contents.....	TOC-1 to TOC-4
I	Invitation to Bid.....	I-1 to I-2
IB	Instructions to Bidders.....	IB-1 to IB-9
P	Bid Proposal	
	Proposal Cover	P-1 to P-2
	Proposal Checklist	P-3 to P-4
	Proposal Form.....	P-5 to P-12
	Bidders Qualifications and Certification.....	P-13 to P-19
BB	Bid Bond	BB-1 to BB-2
CI	Award of Contract and Execution of Contract Bonds	CI-1 to CI-2
C	Contract	C-1 to C-7
PB	Performance Bond	PB-1 to PB-5
PYB	Payment Bond.....	PYB-1 to PYB-5
CF	Contract Forms	
	Notice of Award.....	CF-1 to CF-2
	Notice to Proceed.....	CF-3 to CF-4
	Contractor's Guarantee.....	CF-5 to CF-6

Division 1 – Specifications

SP-1	Forms.....	SP-1
MJ-200	Certificate of Compliance with FAA Buy American Preference – Equipment/Building Projects	
MJ-201	US Government and State of New York Bidders' Certification of Taxes Paid	
MJ-202	Certificate Regarding Debarment and Suspension (Bidder or Offeror) Certificate Regarding Debarment and Suspension (Successful Bidder Regarding Lower Tier Participants)	
MJ-203	Certification of Non-Segregated Facilities	
MJ-204	(NOT USED)	
MJ-205	(NOT USED)	

TABLE OF CONTENTS

MJ-206	(NOT USED)
MJ-207	(NOT USED)
MJ-208	(NOT USED)
MJ-209	Annual Contractor Assurances – AIP Funded Contracts
MJ-210	Contractor Acknowledgement Certification
MJ-211	Transmittal Request for Consent to Sublet
MJ-212	Contractor / Subcontractor / Supplier Buy American Certification
MJ-213	Contractor Submittal Form
MJ-214	Subcontractor Submittal Form
MJ-215	(NOT USED)
MJ-216	(NOT USED)
MJ-217	EEO Officer Notification and Program Compliance Certification
MJ-218	Trade Restriction Certification
MJ-219	(NOT USED)
MJ-220	(NOT USED)
MJ-221	Non-Collusion Affidavit (Bidder or Offeror)
MJ-222	Certification of Compliance with the Iran Divestment Act
MJ-223	Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions
MJ-224	NYSDOL Prevailing Wage Rate Confirmation
SP-2	FAA Advisory Circular (AC) 150/5370-2G, Operational Safety on Airports During Construction.....SP-2-1 to SP-2-95
SP-3	Federal Prevailing Wage Rates.....SP-3-1 to SP-3-6
SP-4	New York State Prevailing Wage Rates.....SP-4-1 to SP-4-72
SP-5	Standard Clauses for New York State Contracts.....SP-5-1 to SP-5-7

TABLE OF CONTENTS

Division 2 – FAA Contract Provisions

FAA General Provisions

GP	FAA – General Provisions.....	FAA-GP-1 to FAA-GP-47
	Section 10 Definition of Terms	
	Section 20 Proposal Requirements and Conditions	
	Section 30 Award and Execution of Contract	
	Section 40 Scope of Work	
	Section 50 Control of Work	
	Section 60 Control of Materials	
	Section 70 Legal Regulations and Responsibility to Public	
	Section 80 Execution and Progress	
	Section 90 Measurement and Payment	

FAA Contract Provisions for Obligated Sponsors and AIP Projects

FAA	FAA Required Contract Provisions for Construction Projects...	FAA-1 to FAA-19

Division 3 – Supplemental General Provisions

SGP	Supplemental General Provisions.....	SGP-1 to SGP-45

Division 4 – Technical Specifications

Division	Description
Division 01 – General Requirements	
011000	Summary
012000	Price and Payment Procedures
013000	Lump Sum Items
014000	Administrative Requirements
015000	Quality Requirements
016000	Product Requirements
017000	Execution and Closeout Requirements
017800	Closeout Submittals
017900	Demonstration and Training
Division 02 – Existing Conditions	
024100	Demolition
Division 07 – Thermal and Moisture Protection	
072100	Thermal Insulation
074213	Metal Wall Panels
Division 08 – Openings	
087100	Door Hardware

TABLE OF CONTENTS

Division 23 – Heating, Ventilation, and Air-Conditioning (HVAC)

230529	Hangers and Supports for HVAC Piping and Equipment
230593	Testing, Adjusting, and Balancing for HVAC
231123	Facility Natural Gas Piping
233439	High-Volume, Low-Speed Propeller Fans
237313	Modular Indoor Central Station Air-Handling Units

Division 26 – Electrical

260505	Selective Demolition for Electrical
260519	Low-Voltage Electrical Power Conductors and Cables
260529	Hangers and Supports for Electrical Systems
260533.13	Conduit for Electrical Systems
260533.16	Boxes for Electrical Systems
260553	Identification for Electrical Systems
260573	Power System Studies
262416	Panelboards
265100	Interior Lighting
265600	Exterior Lighting

Division 27 – Communications

271000	Structured Cabling

INVITATION TO BID

May 2026

WELLSVILLE MUNICIPAL AIRPORT

RECONSTRUCT HANGAR NO. 4

FAA AIP No. 3-36-0121-043-2025

Sealed bid Proposals for the above referenced project at the Wellsville Municipal Airport will be accepted at the Town of Wellsville Offices, 2600 Tarantine Blvd., Wellsville, New York 14895, until **1:00 p.m. local time on Wednesday, June 24, 2026** at which time, in the said office, all bids received will be publicly opened and read aloud. Bids received after this time will not be accepted. The time of receiving and opening bids may be postponed due to emergencies and unforeseen conditions.

Bids must be submitted in a SEALED envelope, clearly marked with the project title and AIP number, the bidder's name, the bidder's address, and the time and date of the opening of bids as specified above. Bids submitted by FedEx, UPS, or other parcel delivery service shall have the SEALED envelope containing the Bid Proposal placed inside the shipping carton.

PROJECT LOCATION: Wellsville Municipal Airport, 2600 Tarantine Blvd, Wellsville, New York 14895

DESCRIPTION OF WORK: The project generally includes the reconstruction of the heating system and restoration of the building envelope for the existing hangar "No. 4" at the Wellsville Municipal Airport. This project consists of the replacement of the existing air rotation unit with a new gas-fired forced air system, replacement of lighting fixtures, and insulation upgrades.

PROPOSAL SURETY: All bids must be accompanied by a Proposal Surety (Bid Bond or other instrument as described in the Instructions to Bidders) in the amount of five percent (5%) of the amount of the bid.

PROJECT BID DOCUMENTS: Bid Documents including; Plans, Specifications, Proposals, and Addenda (if issued) may be downloaded for free in Adobe Acrobat (PDF) format, as outlined below.

Bid proposals must be made upon and in accordance with the bid documents. Contractors can view and or download bid documents directly from the internet at no cost beginning on **Friday, May 29, 2026** by accessing McFarland Johnson Bid Portal at:

<http://bidportal.mjinc.com/index>

Under the Project Name:

"Wellsville Municipal Airport – Reconstruct Hangar No. 4"

No hard copies of the plans and specifications will be provided. Bidders are responsible for checking the above website for all project updates including Addenda. **PLEASE NOTE THAT IT IS THE BIDDER'S RESPONSIBILITY TO OBTAIN ALL BID DOCUMENTS (INCLUDING ADDENDA) ON THE MCFARLAND JOHNSON BID PORTAL.** Bidders must supply all the information required by the proposal forms.

QUESTIONS AND CONTACT WITH THE OWNER: All prospective Bidders, Contractors, Subcontractors, and Suppliers shall direct all inquiries related to this project solely to Michael Martin, Engineer, McFarland Johnson, mmartin@mjinc.com or by phone (607)584-6941. The deadline for submitting inquiries related to this project is Wednesday, June 17, 2026 at 12:00 p.m. (noon) local time.

INVITATION TO BID

May 2026

PRE-BID CONFERENCE: A Pre-Bid Conference will be held virtually via Microsoft Teams on **Wednesday, June 10, 2026 at 1:00 p.m. local time**. Attendance is not mandatory. However, all prospective bidders are encouraged to attend. The following link can be used to access the meeting:

<https://teams.microsoft.com/meet/249369473317432?p=0eb2Nz7TvFLfGgPA0a>

Meeting ID: 249 369 473 317 432

Passcode: iv9Qg9ar

All prospective bidders are encouraged to visit the airport and familiarize themselves with the project site. Site inspections will be allowed by appointment only, on or after the Bid Advertisement date, between the hours of 8:00am and 4:00pm local time, up to the day before the Bid Opening date. Prospective bidders shall contact Will Shutt, Airport Manager, at (585)593-3350, to schedule an appointment.

PREVAILING WAGE RATES: Minimum hourly wage rates shall be paid per the wage rate determinations of the New York State Department of Labor and Federal Davis-Bacon Wage Rate Act, whichever is higher.

DBE / EEO REQUIREMENTS: The Disadvantaged Business Enterprise (DBE) Utilization Goal is 0.0%. The EEO goal for the Contractor's work force is 6.3% for Minority participation and 6.9% for Women participation.

The project is being funded in part by the Federal Aviation Administration's (FAA) Airport Improvement Program, and the New York State Department of Transportation. However, due to the timeline of FAA funding, the project construction work may not commence until Spring of 2027.

All bid Proposals shall be delivered to the **Town of Wellsville** Offices at the above listed address with the following information clearly labeled on the outside of an opaque, sealed envelope: "Bid for Wellsville Municipal Airport – Reconstruct Hangar No. 4", Legal name and mailing address of the bidder. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. Bid proposals must be submitted in duplicate (one original and one exact copy).

The **Town of Wellsville** reserves the right to reject any and all bid Proposals and to waive any informality in bid Proposals received.

Sincerely,

Will Shutt
Airport Manager

INSTRUCTIONS TO BIDDERS

1. GENERAL:

This project is to be financed in part by a grant from the United States under the Infrastructure Investment and Jobs Act (IIJA) – Airport Infrastructure Grants (AIG) program. Award of Contract is subject to the approval of the Federal Aviation Administration (FAA), the Town of Wellsville (TOW), and the Wellsville Municipal Airport (ELZ).

2. GENERAL PROPOSAL SURETY REQUIREMENT(S):

- A. The Proposal Surety shall be as specified; only the Bid Bond as bound within these documents or a Cashier's Check is acceptable. Upon request of the bidder, the Owner may choose to accept the AIA Bid Bond form. Each separate Proposal shall be accompanied by a Cashier's Check or Proposal Bond on the form provided herein in the amount of Five Percent (5%) of the total amount bid, made payable to the Owner. If a Proposal Bond is provided in lieu of a Cashier's Check, it must be accompanied by a Surety's Bond Affidavit indicating that the person signing the bond on behalf of the Surety has full legal authority to do so.
- B. If a Surety Bond is provided, the Surety Company issuing the bond shall be listed on the current United States Department of the Treasury "Department of the Treasury's listing of approved Sureties (Department Circular 570)" as authorized to do business in the State of New York. Bids submitted without Bid Security will be rejected as nonresponsive.
- C. 100% Contract Payment and 100% Performance Bonds shall be as specified in Section 30-05 of the FAA General Provisions, and must be accompanied by a Surety's Bond Affidavit indicating that the person signing the bond on behalf of the Surety has full legal authority to do so. The Surety Company issuing the bond shall be listed on the current United States Department of the Treasury "Department of the Treasury's listing of approved Sureties (Department Circular 570)" as authorized to do business in the State of New York.

3. INSURANCE REQUIREMENTS:

Insurance Requirements shall be as specified in Supplemental General Provisions in Section SGP, herein.

4. EXAMINATION OF CONDITIONS AFFECTING WORK:

- A. Prior to submitting a Proposal, each bidder shall examine and thoroughly familiarize himself with all existing conditions, including all applicable laws, codes, ordinances, rules, and regulations that will affect his work. Bidders shall visit the site, examine the grounds and all existing buildings, utilities, and roads, and shall ascertain all conditions that will in any manner affect work. Bidders shall ask the Engineer, in writing, for any additional information deemed necessary for them to be fully informed as to exactly what is to be expected prior to submitting a Proposal.
- B. When boring data and/or subsurface utility data is/are provided in the Contract Documents, neither its accuracy nor its completeness is guaranteed; the Contractor shall assume the responsibility for any conclusions they may draw from such data. They may employ their own consultants to obtain information and analyze available information and shall be responsible for any conclusions drawn from that information.

INSTRUCTIONS TO BIDDERS

5. INTERPRETATIONS:

Each Bidder shall carefully examine the plans and the Contract Documents and all Addenda or other revisions and thoroughly familiarize themselves with the detailed requirements prior to submitting a Proposal. Should a Bidder find discrepancies or ambiguities in, or omission from, the Contract Documents, or should they be in doubt as to their meaning, he shall at once, and in any event, not later than seven days prior to submission of Proposal, notify the Engineer in writing who will send written Addenda to all Bidders where necessary. Bidders shall not be entitled to rely upon any oral instructions or interpretations by the Engineer. All Addenda sent to Bidders will become a part of the Contract Documents. All inquiries shall be directed as specified in the Invitation to Bid.

6. SUBSTITUTIONS:

- A. The materials, products, and equipment described in the Contract Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitutions.
- B. No substitutions will be considered prior to submission of Proposal unless written request for approval has been submitted in the proper format not less than seven (7) days prior to the submission of Proposal. The burden of proof of the merit of the proposed substitution is upon the Bidder. The Engineer's final decision of Approval or Disapproval of a proposed substitution is final.
- C. In making requests for substitutions, the Bidder shall list the particular system, product, or material he wishes to substitute, and the justification for such a request. Requests submitted shall include any and all adjustments of that and any other work affected thereby.
- D. If the Engineer approves any proposed substitution prior to the submission of Proposal, such approval will be set forth in an Addenda. Bidders shall not rely on approvals made in any other manner.
- E. No substitutions will be considered after the submission of Proposal except as specifically provided for in the Contract Documents.

7. ADDENDA:

- A. Addenda (if issued) will be available for examination and downloading as specified in the "Invitation to Bid".
- B. Addenda will be posted no later than 24 hours prior to the time of bid opening. Bidders must return delivery receipts for Addenda if requested by the Engineer and must acknowledge the receipt of Addenda on the Bid Proposal Form in the spaces provided.

8. CONTRACT DOCUMENTS:

- A. Complete sets of the Contract Documents can be obtained from the issuing office designated in the "Invitation to Bid" for the sum stated therein.
- B. Bidders are expected to use complete sets of Contract Documents in preparing bid Proposals; neither the Owner nor the Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

INSTRUCTIONS TO BIDDERS

9. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a Bid Package and Proposal Form to a prospective Bidder, should such Bidder be determined by the Owner to be non-responsible. Among the criteria which the Owner may use in making such determination are the following:

- A. Failure to comply with any pre-qualification requirements of the Owner, including failure to supply such information as the Owner may require in evaluating the qualifications of the Bidders or failure to supply the Owner with such documents or information as the Owner may request to assist the Owner in evaluating the responsibility and qualifications of prospective Bidders.
- B. Past performance of the Bidder or any affiliated or related entity.
- C. Failure of the Bidder or any affiliated or related entity to pay or satisfactorily settle all bills for labor and material on any former contract with the Owner.
- D. The outstanding obligations of the Bidder, whether previously assumed or to be assumed in the future.
- E. Unsatisfactory, defective, or non-conforming work on any previous contract with the Owner by the Bidder or any affiliated or related entity.
- F. The present relationship between the Owner and the Bidder (or any affiliated or related entity) including the existence of any unresolved disputes arising out of past projects.

The issuance of a Bid Package and Proposal Form to a particular Bidder shall not prevent or preclude the Owner from determining at a later date that a particular Bidder or entity is non-responsible or otherwise not qualified. The Owner at all times reserves the right to refrain from issuing a Bid Package or awarding this Contract to a non-responsible entity or to any affiliated or related entity, or such Owner, as well as any successor, assignee, transferee, or majority interest holder of any non-responsible entity.

10. BIDDER'S QUALIFICATIONS:

The Owner reserves the right to investigate and determine the responsibility and qualifications of the Bidders before and after bid Proposals are received. The Owner shall not award Contract to any Bidder determined by Owner to be non-responsible. Among the criteria which Owner may use in making such determination are the following:

- A. Failure to comply with any qualification requirements of the Owner, including failure to supply such accurate information as the Owner may require in evaluating the qualifications of Bidders or failure to supply the Owner with such documents or information as the Owner may request to assist the Owner in evaluating the responsibility and qualifications of prospective Bidders.
- B. Past performance of the Bidder, one or more of the listed Subcontractors, or any affiliated or related entity.
- C. Failure of Bidders or any affiliated or related entity to pay or satisfactorily settle all bills for labor and materials on any former contract with the Owner.

INSTRUCTIONS TO BIDDERS

- D. The outstanding obligations of the Bidder, whether previously assumed or to be assumed in the future.
- E. Unsatisfactory, defective, or non-conforming work on any previous contract with the Owner by the Bidder, one or more of the listed subcontractors, or any affiliated or related entity.
- F. The present relationship between the Owner and the Bidder (or any affiliated or related entity), including the existence of any unresolved disputes arising out of past projects.
- G. The financial condition of the Bidder.
- H. Experience of the Bidder and/or his listed Subcontractors in performing work of this nature.

11. PREPARATION AND SUBMISSION OF PROPOSAL:

- A. Sealed Proposals for the construction of the Project generally described will be received until the time and date stated in the "Invitation to Bid".
- B. The Proposal shall be on the "Proposal Form" provided; no other form is acceptable.
- C. Due to the allocation of funds, successful Bidders will be required to provide verified breakdown of costs of work in a manner acceptable to the Engineer and Owner.
- D. Each Bidder shall present his Proposal in a sealed opaque envelope. The outside of the envelope shall be labeled as described within the "Invitation to Bid". The envelope shall contain the signed original (as applicable by document) of all items listed on the "Proposal Checklist".
- E. The Bidder must submit his Proposal on the forms furnished by the Owner. All blank spaces in the Proposal forms must be correctly filled in where indicated, and the Bidder must state the price(s) (written in ink) both in words and numerals. The words, unless obviously incorrect, will govern.
- F. Proposals shall be submitted as indicated in the "Proposal Form" and shall be signed in ink by an official of the firm submitting the Proposal.
- G. Erasures or other changes in a Proposal shall be explained or noted over the signature of the Bidder.
- H. Proposals containing reservations, conditions, omissions, unexplained erasures or alterations, items not required in the bid, or irregularities of any kind may be rejected by the Owner.
- I. Each Proposal shall indicate the full business name and address of the Bidder and shall be signed by him with his usual signature.
- J. A Proposal submitted by a partnership shall list the names of all partners and shall be signed in the partnership name by one of the members of the partnership.
- K. A Proposal submitted by a corporation shall be executed in the legal name of the corporation and signed by the President or Vice President. The name of each person signing the Proposal shall be typed or printed below the signature.

INSTRUCTIONS TO BIDDERS

- L. When requested by the Owner, a Power of Attorney or other satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished for the Owner's records.
- M. The Proposal must be accompanied by Proposal Surety as described above under "General Proposal Surety Requirement(s)". If a Bidder withdraws its Proposal within the period specified in the Invitation to Bid for the bids to remain valid, or if a Bidder is awarded the Contract but fails, refuses, or neglects to execute the Contract or to furnish acceptable Insurance Documents and the required Certificates of Insurance, Payment and Performance Bonds within 5 days after receipt of written Notice of Award, then the amount of this Proposal Surety shall be paid to, or retained by, the Owner as liquidated damages.
- N. When sent by mail, the sealed Proposal marked as indicated in the "Invitation to Bid" shall be enclosed in an additional envelope and sent by Federal Express, UPS, or registered mail with return receipt requested. No Proposal will be considered unless received on or before the time and at the place designated in the "Invitation to Bid". The Owner will in no way be responsible for delays caused by the U.S. Postal Service or any other deliverer of the Proposal, or for delay caused by any other occurrence.
- O. The Bidder must supply all information list on the "Proposal Checklist".
- P. The general contractor for this project shall perform fifty percent (50%) or more of the work with his own forces.

12. MODIFICATIONS AND/OR WITHDRAWAL OF PROPOSALS:

- A. A Bidder may withdraw or refuse (by withdrawal of one Proposal and submission of another) a Proposal, provided that Bidder's Request for Withdrawal is received by the Owner in writing before the time specified for opening bid Proposals. Revised Proposals must be received at the place specified in the advertisement before the time specified for opening all bid Proposals. Modifications shall not reveal original amount of bids. Proposal Bonds must reflect modifications.
- B. Negligence on the part of the Bidder in the preparation of his Proposal shall not be grounds for modification or withdrawal of the Proposal after the time set for bid Proposal opening.

13. REJECTION OF PROPOSALS:

- A. Proposals containing any omission, alteration of form, additions or conditions not called for, conditional or alternate bids unless called for, incomplete bids, or Proposals otherwise regular which are not accompanied by the appropriate Proposal Surety will be considered irregular and may be rejected.
- B. The Owner reserves the right to reject any or all bid Proposals, to waive any formalities, technicalities, or irregularities therein, to award or refrain from awarding a contract for work, and to readvertise for bid Proposals.
- C. Proposals may be considered irregular for the following reasons:
 - (1) If the Proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the Proposal Form is detached.

INSTRUCTIONS TO BIDDERS

- (2) If there are unauthorized additions, conditional or alternative pay items, or irregularities of any kind which made the Proposal incomplete, indefinite, or otherwise ambiguous.
- (3) If the Proposal does not contain a unit price for each pay item listed in the Proposal, except in the case of authorized alternate pay items, for which the Bidder is not required to furnish a unit price.
- (4) If the Proposal contains unit prices that are obviously unbalanced.
- (5) If the Proposal is not accompanied by the Proposal Surety, as specified by the Owner.
- (6) If Bidder's qualifications are not submitted as required.

14. ESTIMATED QUANTITIES AND BID FORM:

Estimated quantities for unit price items are approximate only, being given as a basis for the uniform comparison of Bids. The Owner does not expressly nor by implication agree that the actual amount of work will correspond therewith.

The Owner reserves the right, as a condition for awarding the Contract, to increase or diminish the amount of any classes or portion of the work or to omit construction in certain locations, as may be determined by the Owner.

The Bid Form, which follows, consists of items of work for which Bid unit prices are requested and/or items of work for which Bid lump sum prices are requested. Each Bid shall state a unit price for each unit price item and a lump sum price for each lump sum item (if applicable). Each unit price shall be multiplied by the quantity of the particular item and the result stated as the total amount for the item. All such total amounts shall be added together with the sum of all lump sum prices and the grand total of the Bid when correctly calculated will be used in the comparison of Bids received.

15. REGISTERED TO DO BUSINESS IN NEW YORK:

All Bidders shall be registered to do business within the State of New York. Registration can be obtained through the following website: <http://www.dos.ny.gov/corps/buscorp.html>

The two (2) lowest Bidders shall provide proof of registration within 36 hours of the Bid Opening.

Additionally, as of December 30, 2024, all contractors and subcontractors submitting bids or performing construction work on public work projects must be registered with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i. All bidders shall register at the following website: <https://dol.ny.gov/public-work-contractor-and-subcontractor-registry-landing>

All bidders shall include with their bid, a copy of their NYSDOL registration certificate. If a bidder is not registered, their bid may be dismissed.

16. NON-DISCRIMINATION AND SEGREGATED FACILITIES:

Bidders must comply with the President's Executive Order No. 11246, which prohibits discrimination in employment regarding race, creed, color, sex, or national origin. Bidders shall comply with the Non-Segregated Facilities requirements contained in Sections SP-1, SGP, and GP of these Contract Documents.

Each Bidder shall complete, sign, and include in their bid Proposal a Certificate of Non-Segregated Facilities. When a determination has been made to award a Contract to a specific

INSTRUCTIONS TO BIDDERS

contractor, such contractor shall, prior to award, furnish such other pertinent information regarding his own employment policies and practices, as well as those of his proposed subcontractors as the FAA, the Sponsor, or the Secretary of Labor may require. All such information required of a subcontractor shall be furnished by the Contractor.

The Equal Employment Opportunity Report Statement, Certification of Non-Segregated Facilities, and all other EEO Requirements shall be included in all non-exempt subcontracts entered into by the Contractor. Subcontracts entered into by Contractor shall also include all other applicable labor provisions. No subcontract shall be awarded to a non-complying subcontractor.

In addition, the Contractor will also insert in each of his subcontracts a clause requiring the subcontractor to include these provisions in any lower tier subcontracts which they may enter into, together with the clause requiring this insertion in any further subcontracts that may in turn be made.

17. EQUAL EMPLOYMENT OPPORTUNITY (EEO) AND AFFIRMATIVE ACTION:

Bidders and Contractors must comply with the provisions of the Equal Opportunity Clause, Specifications, and regulations and Affirmative Action regulations as described in the Sections SGP, SP-1, and GP of the Contract Documents.

The Affirmative Action and EEO goals for minorities and women are listed in the "Invitation to Bid".

18. COMPLIANCE WITH LAW:

Bidders must comply with all rules, laws and regulations as described in the Required Federal Contract Provisions for AIP Obligated Sponsors in Section SP-1 of these Specifications.

The Contractor covenants and agrees that they and their agents and employees will comply with all municipal, state and federal laws, applicable national and local codes, and Town of Wellsville/ Wellsville Municipal Airport rules and regulations applicable to the work to be conducted under this Agreement.

19. OSHA:

Bidder certifies that all material, equipment, etc., contained in their bid Proposal meets all OSHA requirements.

20. DEBARMENT AND SUSPENSION:

Bidders and Contractors must comply with the provisions of the Debarment and Suspension regulations as described in Sections SGP, SP-1, and GP of the Contract Documents

21. FOREIGN TRADE RESTRICTIONS:

Bidders and Contractors must comply with the provisions of the Trade Restriction regulations as described in Sections SGP, SP-1, and GP of the Contract Documents.

INSTRUCTIONS TO BIDDERS

22. DISADVANTAGE BUSINESS ENTERPRISE AND SMALL BUSINESS PARTICIPATION:

The contractor's attention is called to the contract definitions and requirements as described in the Sections SGP, SP-1, and GP of the Contract Documents.

Wellsville Municipal Airport has established an overall DBE goal of 0% for FAA funded projects in Federal Fiscal Year 2026.

All Contractors and Subcontractors are encouraged to make good-faith efforts, as defined in Appendix A, 49 CFR Part 26, that will allow all DBE's and Small Businesses the maximum opportunity to work with them on this project.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) a list of DBE's and Small Businesses contacted, or who provided quotes as subcontractors under this bid.

23. DAVIS-BACON ACT:

Bidders and Contractors must comply with the provisions of the Davis-Bacon Act and regulations as described in Sections SGP, SP-1, and GP of the Contract Documents.

By submitting a Bid for this project, the Bidder certifies that the Bid is based on the payment of federal and state prevailing wages. In the event of a conflict between Davis-Bacon Wage Rates and State Prevailing Wage Rates, the higher of the two rates shall govern.

24. PAYMENT OF STATE PREVAILING WAGES:

Bidders and Contractors must comply with the provisions of the State of New York Prevailing Wage Act and regulations as described in the Sections SGP, SP-1, and GP of the Contract Documents.

25. BUY AMERICAN PREFERENCES:

Title 49 United States Code Chapter 501 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program (AIP). This is called the Buy American Program or Buy American Preferences. Appendix Y of the *Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors*, Section SP-1 of the Contract Documents provides guidance on the Buy American Preferences.

In accepting AIP funding, grant recipients are certifying that they will not acquire (or permit any Contractor or Subcontractor) to use any steel or manufactured products produced outside the United States on any portion of the project for which funds are provided, unless otherwise approved by the FAA. Therefore, for the AIP funded portion of a project, grant recipients must either:

INSTRUCTIONS TO BIDDERS

1. Certify, in writing, all products are wholly produced in the US of US materials, or
2. Certify that all equipment that is being used on the project is on the Nationwide Buy American conformance list, or
3. Request a waiver to use non-US produced products (It shall be the sole right of the Owner to determine whether or not to request a waiver on a particular piece of equipment).

The AIP funded portion of a project includes the grant recipient's local share.

Section SP-1 of the Contract Documents, Required Federal Contract Provisions for AIP Obligated Sponsors, provides additional documentation on Buy American requirements. All Bidders shall read and understand the Buy American requirements prior to submitting their Bid.

The successful Bidder, their Subcontractors and all the Subcontractors below them will be required to deliver only steel and manufactured products wholly produced in the US of US materials, or products for which the Owner receives a Buy American waiver from the FAA, or products listed on the current Nationwide Buy American conformance list (Available electronically at:

http://www.faa.gov/airports/aip/buy_american/media/nationwide-buy-american-waivers-issued.pdf

END OF SECTION IB

PROPOSAL DOCUMENTS

SPECIFICATIONS AND CONTRACT DOCUMENTS

for

**WELLSVILLE MUNICIPAL AIRPORT
TOWN OF WELLSVILLE
ALLEGANY COUNTY, NEW YORK**

RECONSTRUCT HANGAR NO. 4

FAA AIP NO. 3-36-0121-043-2025

PREPARED FOR:

**Town of Wellsville
Wellsville, New York**

PREPARED BY:



**15 Fishers Rd, Suite 200
Pittsford, NY 14534
Phone: (585) 905-0970**

MAY 2026

THIS PAGE LEFT INTENTIONALLY BLANK

PROPOSAL CHECKLIST

The following material must be submitted by all bidders:

1. The envelope as described in the Instructions to Bidders shall contain the signed original (as applicable by document) of:
 - ☐ Proposal Form
 - ☐ Backup Information for Bidder's Qualifications
 - ☐ Proposal Surety as Specified in the Instructions to Bidders
 - ☐ Surety's Bond Affidavit / Attorney-in-Fact Certification
 - ☐ Form MJ-200 - Certificate of Buy American Compliance for Manufactured Products
 - ☐ Form MJ-201 - US Government and State of New York Certification of Taxes Paid
 - ☐ Form MJ-202 - Certificate Regarding Debarment and Suspension (Bidder or Offeror) and (Successful Bidder Regarding Lower Tier Participants)
 - ☐ Form MJ 203 - Certification of Nonsegregated Facilities
 - ☐ Form MJ 209 – Annual Contractor Assurances for AIP Funded Contracts
 - ☐ Form MJ-218 - Trade Restriction Certification
 - ☐ Form MJ-221 - Non-Collusion Affidavit
 - ☐ Form MJ-222 - Certification of Compliance with the Iran Divestment Act of 2012

2. Within 36 hours of Bid Opening, the lowest bidder must submit:
 - ☐ Proof of Registration with the New York Department of State
 - ☐ Proof of Registration with the New York State Department of Labor

THIS PAGE LEFT INTENTIONALLY BLANK

PROPOSAL FORM

WELLSVILLE MUNICIPAL AIRPORT
TOWN OF WELLSVILLE
COUNTY OF ALLEGANY

RECONSTRUCT HANGAR NO. 4

Date: _____

The Bidder is as follows:

Name: _____

Address: _____

Telephone number: _____

To: WELLSVILLE MUNICIPAL AIRPORT / TOWN OF WELLSVILLE

- A. The undersigned (hereinafter called the Contractor) proposes to furnish all labor, equipment and materials required for **“RECONSTRUCT HANGAR NO. 4”** accordance with the accompanying Contract Documents as defined in the Supplemental General Provisions and prepared by McFarland Johnson, Inc., of Pittsford, New York, for the amounts listed below, subject to additions and deductions in accordance with the terms of the Specifications. It being understood that the Owner will be the sole judge as to acceptance of Bids and award of the Contract.

Bidder agrees to complete the work under this Contract within the time specified in the Invitation to Bid.

- B. This Bid includes addenda:

<u>Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

- C. Bidders agree to perform all of the work described in the Contract Documents and tabulated below for the following unit and lump sum prices.

It is understood that the quantities given in this Bid Form are approximate only and are given as a basis for comparison of Bids. The Owner does not expressly or by implication agree that the actual

amount of work will even approximately correspond herewith, but reserves the right to increase or decrease the amount of any item of the work listed, and the unit prices quoted in the Bid shall apply without change to such variation in the quantity of each of the items, except as further clarified herein. The Owner further reserves the right to delete any item of work in whole or in part, in order to meet the available funding.

BID SUMMARY – BASE BID
(MECHANICAL & ELECTRICAL WORK)

TOTAL BID: _____
(Words)

_____dollars and

_____cents (\$ _____).
(Figures)

BID SUMMARY – ADD./ALTERNATE #1
(REMOVAL AND INFILL OF EXISTING TRANSLUCENT WALL
PANELS, EXHAUST FANS, AND FILTER PANELS)

TOTAL BID: _____
(Words)

_____ dollars and

_____ cents (\$ _____).
(Figures)

BID SUMMARY – ADD./ALTERNATE #2
(REPLACEMENT OF EXTERIOR WALL INSULATION
AND INTERIOR LINER PANELS)

TOTAL BID: _____
(Words)

_____ dollars and

_____ cents (\$ _____).
(Figures)

BID SUMMARY – ADD./ALTERNATE #3
(REPLACEMENT OF INSULATION AND INSTALLATION OF
INTERIOR LINER PANELS AT BI-PARTING DOORS, INCLUDING
WEATHER SEALS)

TOTAL BID: _____
(Words)

_____dollars and

_____cents (\$ _____).
(Figures)

General Bidding Note:

The BASE BID shall be awarded and constructed as part of this contract. ADD./ALTERNATES #1, #2, and #3 may be awarded at the discretion of the OWNER, subject to the availability of funds and in accordance with the requirements of the Contract Documents. The OWNER reserves the right to award the BASE BID only, or the BASE BID in combination with any one or more of the ADD./ALTERNATES. The OWNER further reserves the right to reject any or all bids.

The Owner reserves the right to delete any item of work in whole or in part, in order to meet the available funding.

Amounts are to be shown in both words and figures. In case of Discrepancy, the amount shown in words will govern.

The above unit prices shall include all labor, materials, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all Bids and to waive any informalities in the Bidding. The Bidder agrees that this Bid shall be good and may not be withdrawn for the period as specified in the Invitation to Bid.

The undersigned further certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned agrees that if they are selected as the Contractor they will, within five (5) calendar days, after presentation thereof by the Owner, unless otherwise directed in writing by the Owner, execute a Contract in accordance with the terms of this General Bid and furnish a Performance Bond for 100% of the Contract Price and Payment Bond for 100% of the Contract Price, each of a Surety company meeting the requirements contained in the Contract Documents and satisfactory to the Owner, the premiums of which are to be paid by the Contractor and are included in the Contract amount.

Bidder proposes to provide all labor and materials to complete the work, as specified in the Contract Documents, and as is reasonably expected due to the existing conditions and required construction.

The undersigned hereby certifies that they are able to furnish labor that can work in harmony with all other elements of labor employed, or to be employed on the work, and that they will comply fully with all laws and regulations applicable to award of this contract.

The undersigned agrees to guarantee all of the work performed under this Contract to be done in accordance with the Contract Documents in a good and workmanlike manner and to renew or repair any work which may be rejected, due to defective materials or workmanship, prior to final completion and acceptance of the work.

The Bid Security attached in the sum of \$_____ is to become the property of the Owner, in the event the Contract and Bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner causes thereby.

Company Name

Address

Name of Authorized Signature

Signature

Title

Date

(SEAL - if Bid is by a corporation)

BIDDERS'S QUALIFICATIONS AND CERTIFICATION

NOTE: **This section is to be notarized.**

The undersigned submits answers to the following questions to enable the Owner to judge his or her experience and ability in, and facilities for, the work proposed to be done.

1. The work, if awarded to you, will have the resident personal supervision of whom? State their special qualifications.

2. Describe equipment you propose to use. State whether you own or rent it.

(Insert additional sheets as necessary.)

3. How many years has your organization been in business as a Contractor under the name in which you propose to execute this Contract?

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

Name and
address of
Owner for
Whom Work
Was Done:

Work done as
Contractor or
Subcontractor: and
Dates Work Completed:

Description of Work, including Approximate Amount of Contract	Fiscal Year	Funding Source	Funding Amount	Contract Number	Contract Date	Contract Status	Contract Value

[illegible]

(Insert Additional Sheets as Necessary)

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

6. Give below, the name of one or more banks which have information that would enable them to advise regarding the financial ability of your company.

Name of Bank:	Address:	Telephone No.

7. The names and residences of all persons and parties interested in this proposal as principals are as follows:

NOTE: In case of a corporation, give names of officers and directors; in case of a partnership, give names of all partners.

Dated at _____ this
day of _____, 2025.

Name of Bidder: _____

By: _____

Title: _____

State of _____ ss.

County of _____

Being duly sworn, deposes and says that he/she is

(Title)

of _____ and that the answers to the
(Name of Organization)

foregoing questions and statements contained therein are true and correct.

Sworn to before me this _____ day of
_____ 2025.

My commission expires: _____

Notary Public

**CERTIFICATE AS TO CORPORATE PRINCIPAL
FOR PROPOSAL**

(IF A CORPORATION)

State of _____)

County of _____)

On this _____ day of _____, 2025

before me personally came _____

to me known, who being by me duly sworn, did depose and say as follows:

That they reside at _____

and are the _____

of _____

the corporation described in and which executed the foregoing instrument; that they know

the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal

and it was so affixed by order to the Board of Directors of said corporation; and that by the like order they

signed thereto their name and official designation.

Notary Public (Seal)

My Commission expires: _____

**PARTNERSHIP CERTIFICATE
FOR PROPOSAL**

(IF A PARTNERSHIP)

State of _____)

County of _____)

On this _____ day of _____, 2025

before me personally appeared _____

known to me and known by me to be the person who executed the above instrument, who, being by me first duly sworn, did depose and say that they are a general partner in the firm of

_____;

and that said firm consists of them self and _____

_____, and that they executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public (Seal)

My commission expires:

**INDIVIDUAL CERTIFICATE
FOR PROPOSAL**

(IF AN INDIVIDUAL)

State of _____)

County of _____)

On this _____ day of _____, 2025

before me personally appeared _____

known to me and known by me to be the person who executed the above instrument, who, being by me first duly sworn, did depose and say that they are the owner of the

firm _____;

and that they executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public (Seal)

My commission expires: _____

BID BOND

(Not to be filled in if a Cashier's Check is submitted)

KNOW ALL MEN BY THESE PRESENTS That the undersigned Bidder, _____,
_____, as Principal, and _____,
_____, as Surety, are held and firmly bound unto the **TOWN OF WELLSVILLE** in the
sum of _____ dollars (\$ _____
) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our
heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION is such that if Principal:

1. Does not withdraw the attached Proposal of _____ dollars
(\$ _____) for the **RECONSTRUCT HANGAR NO. 4 project at the
WELLSVILLE MUNICIPAL AIRPORT** for a period of **Sixty (60)** days after the date on which the bid
Proposals are opened; and

2. Enters into the written Contract and furnishes the required Certificates of Insurance, Payment and
Performance Bonds, with Surety or Sureties acceptable to the **SPONSOR** within **Fifteen (15)** days after
Notice that the said Proposal is accepted, then this obligation shall be void; otherwise the same shall be in
full force and the full amount of this Proposal.

Bond shall be paid to the **SPONSOR** as stipulated herein as liquidated damages.

Signed this _____ day of _____, 20____.

(PRINCIPAL MUST INDICATE
WHETHER CORPORATION, PARTNERSHIP
COMPANY, OR INDIVIDUAL)

Principal

THE PERSON SIGNING FOR THE
PRINCIPAL SHALL, IN THEIR OWN
HANDWRITING, SIGN THE PRINCIPAL'S
NAME, THEIR OWN NAME, AND THEIR
TITLE. WHERE THE PERSON SIGNING FOR
CORPORATION IS OTHER THAN THE
PRESIDENT OR VICE PRESIDENT, THEY
MUST FURNISH A CORPORATE RESOLUTION
SHOWING THEIR AUTHORITY TO BIND THE
CORPORATION.

(Affix Surety's Corporate Seal)

Surety

SURETY'S BOND AFFIDAVIT

STATE OF _____)

SS

COUNTY OF _____)

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED _____
_____ WHO, BEING DULY SWORN, DEPOSES AND SAYS THAT
THE UNDERSIGNED IS A DULY AUTHORIZED (RESIDENT) (NON-RESIDENT) INSURANCE
AGENT, PROPERLY LICENSED UNDER THE LAWS OF THE STATE OF _____
_____, OF _____, A COMPANY AUTHORIZED TO MAKE
CORPORATE SURETY BONDS UNDER THE LAWS OF THE STATE OF NEW YORK

SAID _____ FURTHER CERTIFIES THAT AS
ATTORNEY-IN-FACT FOR THE SAID _____, THEY HAVE
SIGNED THE ATTACHED BOND IN THE SUM OF _____ DOLLARS
(U.S. \$ _____) ON BEHALF OF _____
FOR

**TOWN OF WELLSVILLE COVERING PROJECT – RECONSTRUCT HANGAR NO. 4 at the
WELLSVILLE MUNICIPAL AIRPORT**

COUNTERSIGNED:

NEW YORK RESIDENT AGENT

AGENT AND ATTORNEY-IN-FACT

ACKNOWLEDGEMENT FOR ATTORNEY-IN-FACT

SWORN TO AND SUBSCRIBED BEFORE ME THIS
_____ DAY OF _____, 20____.

NOTARY PUBLIC,
MY COMMISSION EXPIRES: _____

AWARD OF CONTRACT AND EXECUTION OF CONTRACT BONDS

1. Consideration of Proposals and Award of Contract

The award of the Contract, if it is awarded, will be to the lowest responsive and responsible Bidder whose qualifications indicate the award will be in the best interest of the Owner and whose Proposal complies with all the prescribed requirements. No award will be made until the Owner has concluded such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders to do the work in accordance with the Contract Documents to the satisfaction of the Owner within the time prescribed. The Owner reserves the right to reject the bid Proposal of any Bidder who does not pass such investigation to the Owner's satisfaction. If the Contract is awarded, the Owner will give the successful Bidder written notice of the award by the Bid Valid Period date specified in the Invitation to Bid. Until the final award of the Contract, the Owner reserves the right to reject any or all Proposals, or to proceed to do the work otherwise when the best interests of the Owner will be promoted thereby.

2. Return of Proposal Surety

As soon as the Proposals have been compared, the Owner may, at its discretion, return the Proposal Surety accompanying those Proposals which, in its judgment, would not be considered in making the award. When award is made, the successful Bidder's Proposal Surety and that of the next low Bidder will be retained until the Contract has been executed and acceptable Contract Surety received, after which it will be returned to the Bidders. Should the award be delayed beyond the Bid Valid Period date specified in the Invitation to Bid, all Bidder's Proposal Surety will be returned, unless such delay is from causes beyond the control of the Owner. See the Supplemental General Provisions, Item 18 for additional information on Proposal and Contract Surety.

3. Requirements of Contract Surety

Contract Surety shall include a good and sufficient Performance Bond and labor and material Payment Bond, each in the sum of 100 percent of the awarded Contract amount, along with appropriate Power of Attorney. Contract Surety shall be delivered to the within 15 calendar days from the date of Notice of Award, simultaneously with Contractor's execution of the Contract. See the Supplemental General Provisions, Item 18 for additional information on Proposal and Contract Surety.

4. Execution of Contract

The successful Bidder shall sign (execute) the Contract and associated documents and return them to the Owner, along with the fully executed Contract Surety and required insurance certificates, if applicable, within 15 calendar days from the date on the Notice of Award by the Owner. If the Contract is mailed, special handling is recommended.

5. Approval of Contract

Upon receipt of acceptable insurance certificates, Contract, Contract Surety, and associated documentation that have been executed by the successful Bidder, the Owner shall complete the execution of the Contract in accordance with local laws or ordinances and return the fully executed Contract documents to the Contractor. The Contract is not binding upon the Owner until it has been executed by the Owner and delivered to the Contractor.

6. Failure to Execute Contract

Failure of the successful Bidder to execute the Contract and furnish acceptable insurance certificates, Contract Surety and other required Contract documents within the 15 calendar day period after receiving Notice of Award shall be just cause for cancellation of the award and forfeiture of the Proposal Surety, not as a penalty, but as liquidation of damages to the Owner. Award may then be made to the next best qualified Bidder, or the work re-advertised, or handled as the Owner may elect.

AWARD OF CONTRACT AND EXECUTION OF CONTRACT BONDS

7. Maintenance Bond

The Bidder to whom the Contract is awarded must deposit with the Owner at the date of substantial completion of the Contract a Maintenance Surety Bond as described in the Supplemental General Provisions, Item 10.

END OF AWARD OF CONTRACT AND EXECUTION OF CONTRACT BONDS

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the Owner (hereinafter "**OWNER**");

TOWN OF WELLSVILLE

Address: 2600 Tarantine Blvd.
Wellsville, NY 14895

And the Contractor (hereinafter "**CONTRACTOR**");

Address: _____

Representative: _____

WITNESSETH:

That the **CONTRACTOR**, for the consideration hereinafter fully set out hereby agrees with the **OWNER** as follows:

1. That the **CONTRACTOR** shall provide the materials and labor specified and perform, in a first class manner, all work in connection with **RECONSTRUCT H ANGAR NO. 4**, in the manner and form as provided by the following Contract Documents, which are incorporated by reference and made part hereof, as if fully contained herein: Contract Documents, including Bidding Documents and Specifications entitled **RECONSTRUCT HANGAR NO. 4, May 2026**, and Plans entitled **RECONSTRUCT HANGAR NO. 4, May 2026**.

Contract to include:

RECONSTRUCT HANGAR NO. 4

Addendum No. ____ to Addendum No. _____, inclusive.

2. That the **CONTRACTOR** shall commence the work within ten (10) days of the date set by the **OWNER** in a written Notice to Proceed. The time of total completion will be **60 Calendar Days**.

The Notice to Proceed shall be issued after the **CONTRACTOR** has provided all necessary and required Contract information, contract bonds, and insurance documentation.

3. The **OWNER** hereby agrees to pay to the **CONTRACTOR** for the said work the sum of

(\$ _____) at the time and manner set forth in the Contract Documents.

CONTRACT

4. As part of the Contract, the **CONTRACTOR** further understands and agrees to the following additional condition:
 - a. This Contract shall be deemed executory only to the extent that monies are appropriated and available for the purpose of the Contract, and no liability on account thereof shall be incurred by the **OWNER** beyond the amount of such monies. It is understood that neither this Contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate, or make available monies for the purpose of the contract.
5. Payment to the **CONTRACTOR** by the **OWNER** shall be made at the unit prices and lump sums specified for the various items in the Proposal Section submitted by the **CONTRACTOR**, as provided in the Specifications upon presentation of the proper certificates to the **OWNER**, and upon terms set forth in the Contract Documents. It is understood that the amount to be paid to the **CONTRACTOR** shall be totally based on the said unit prices and lump sums contained in said Proposal and made a part of this Contract for the work actually done rather than the estimated sum hereinabove specified which is based upon estimated quantities.
6. The **CONTRACTOR** or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The **CONTRACTOR** shall carry out applicable requirements of the Federal Aviation Administration (FAA) in the award and administration of FAA assisted contracts. Failure by the **CONTRACTOR** to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
7. The **CONTRACTOR** agrees to pay each Subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the **CONTRACTOR** receives from the **OWNER**. The **CONTRACTOR** agrees further to return retainage payments to each Subcontractor within 30 days after the Subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the **OWNER** this clause applies to DBE, MWBE, non-DBE, and non-MWBE Subcontractors.
8. It is mutually agreed between the parties hereto that time is of the essence on this Contract, and in the event the construction is not completed within the time herein specified, it is agreed that from any money due or to become due the **CONTRACTOR** or their Surety, the **OWNER** may retain the sum of:
 - a. **Two Thousand Dollars (\$2,000.00) per calendar day or portion thereof** in which the work remains incomplete.

Sundays and holidays included, that the work remains incomplete, not as a penalty, but as liquidation of a reasonable portion of damages that will be incurred by the **OWNER** by failure of the **CONTRACTOR** to complete the work within the time stipulated.
9. It is mutually agreed between parties hereto that in addition to liquidated damages specified above, to pay the **OWNER** the actual costs to the **OWNER** for any inspector or inspectors necessarily employed by the **OWNER** on the Work and the actual costs to the **OWNER** for the Engineer's observation of construction and project representative services including all travel and subsistence expenses after the date specified for completion until the Work is completed and

CONTRACT

ready for final payment. Further, the **CONTRACTOR** agrees that the sums to be paid the **OWNER** may be deducted from the sum due the **CONTRACTOR** for work performed as provided in Section 90 of the FAA General Provisions.

10. It is further mutually agreed between the parties hereto that if, any time after the execution of this Agreement, (including the various guarantee periods thereunder) and the Surety Bonds hereto attached, the **OWNER** shall deem the Surety or Sureties upon such Bond or Bonds to be unsatisfactory, or if, for any reason, such Bond or Bonds cease to be adequate to cover the performance of the work or the prompt payment for said labor, materials, supplies, and services, the **CONTRACTOR** shall, at their own expense within five (5) days from the date of written notice from the **OWNER** to do so, furnish additional Bond or Bonds in such form and amount, and with such Surety or Sureties, as shall be satisfactory to the **OWNER**. In such event, no further payment to the **CONTRACTOR** shall be deemed due under this Agreement until such new or additional Bond or Bonds are furnished in a manner and form satisfactory to the **OWNER**.
11. Notwithstanding any other provision contained in this Agreement, the **CONTRACTOR** agrees to make no monetary claim for delays, interferences, or hindrances of any kind in the performance of this Contract occasioned by any act or omission to act of the **OWNER** or any of its Representatives or Agents and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work.

IN WITNESS WHEREOF, the parties to the Agreement have hereunto set their hands and seals and have executed this Agreement the day and year first above written in two counterparts, each of which shall without proof of accounting for the other counterpart, be deemed in original Contract.

SIGNED, SEALED, AND DELIVERED TO **TOWN OF WELLSVILLE**
IN THE PRESENCE OF

TOWN OF WELLSVILLE

(SEAL)

By: _____

CONTRACTOR:

(SEAL)

By: _____

CONTRACT

(ACKNOWLEDGEMENT OF OFFICER OR OWNER ATTESTING CONTRACT)

STATE OF _____)

SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known, who, being by me duly sworn, did depose and say that they are the _____ of the _____ described in and executed the foregoing instrument, that they know the seal of said owner; that one of the impressions appearing on said instrument is a true and correct impression of such seal; and that they affixed it thereto and attest the same over their signature by virtue of the authority in them vested.

Notary Public

(ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION)

STATE OF _____)

SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known, who, being by me duly sworn, did depose and say that they resides at _____; that they are the _____ of _____, the corporation described in which executed the foregoing instrument; that he 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 Directors of said corporation, and that they signed their name thereto by like order.

Notary Public

CONTRACT

(ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP)

STATE OF _____)

SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me personally came and 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 acknowledged to me that they executed the same as and for the act and deed of said
firm.

Notary Public

(ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL)

STATE OF _____)

SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me personally came and appeared _____
_____ to me known and known to me to be the person described in and who executed the foregoing
instrument and they acknowledged that they executed the same.

Notary Public

INSURANCE SPECIAL PROVISIONS

GENERAL. The _____ (hereinafter referred to as the **CONTRACTOR**) shall procure and maintain at their own expense, and without additional cost to **TOWN OF WELLSVILLE** (hereinafter referred to as the **OWNER**), until final acceptance of the work covered by this Contract, insurance for liability for damages imposed by law, of the kinds and in the amounts as hereinafter provided. Insurance shall be obtained from insurance companies authorized to do work in the STATE OF NEW YORK and approved by the **OWNER** and it shall cover all operations under the Contract whether performed by the **CONTRACTOR** or by its Subcontractors. Before commencement of work, the **CONTRACTOR** shall furnish to the Engineer, certificates (in six copies) of insurance in forms satisfactory to the **OWNER**, and indicating compliance with the requirements of this Section.

The **CONTRACTOR** SHALL FURNISH A COPY OF THIS SPECIAL PROVISION TO ITS INSURANCE BROKER in order to assure that the policies to be furnished conform exactly to the requirements, kinds and amounts of insurance, as required solely by the **OWNER** in accordance with the **OWNER's** direction as stated below.

ENDORSEMENTS. Policies listed in this Contract must be endorsed, as specified for each policy, as follows, unless such coverage is provided for in the policy:

1. To remove explosion, collapse, and underground hazards exclusion.
2. It is understood and agreed that, if during the course of the work employees of the **OWNER** are loaned or assigned to the **CONTRACTOR** to perform work in connection with the Contract, such employees are to be considered as employees of the **CONTRACTOR** for the purpose of this insurance.
3. Whereby, the coverage provided under these policies must not be affected if **OWNER** performs work in connection with the project, of which the Contract may be only a part, by means of its own employees or if the **OWNER** directs or supervises the work to be performed by the **CONTRACTOR**, but any work which may be performed on the project by the **OWNER** by its own forces under its supervision shall not be covered under these policies.
4. To provide that the policies shall not be changed or cancelled until twenty (20) days written notice has been given to the **OWNER**.

INSURANCE COVERAGE TO BE PROVIDED.

1. **WORKMEN'S COMPENSATION INSURANCE** - The policy shall cover the obligations of the **CONTRACTOR** under the current provisions of the Federal and State Worker's Compensation Law for all operations under the Contract, whether performed by it or by its Subcontractors, and including Employer's Liability coverage. The Contract shall be void and of no effect unless the person or corporation making or executing same shall secure and maintain such compensation coverage.

This policy must be endorsed in accordance with Endorsement 4 as recited above.

2. CONTRACTOR'S COMPREHENSIVE BODILY INJURY AND PROPERTY DAMAGE LIABILITY

- a. Bodily Injury and Property Damage Liability (Combined Single Limit) – The minimum amount of such insurance shall provide \$1,000,000 liability for any one occurrence and an aggregate policy limit of \$3,000,000 for all occurrences.

INSURANCE SPECIAL PROVISIONS

b. Property Damage Liability – The minimum amount of such insurance shall provide \$1,000,000 for any one occurrence and an aggregate policy limit of \$3,000,000 on account of all occurrences.

c. Comprehensive General Liability including Contractors Liability; Contingent Liability; Contractual Liability; Completed Operations and Products Liability all on the occurrence basis with Personal Injury Coverage and broad form Property Damage.

This policy must be endorsed in accordance with Endorsements 1, 2, 3, and 4 as recited above.

3. COMPREHENSIVE AUTOMOBILE LIABILITY FOR BODILY INJURY AND PROPERTY DAMAGE in the same limits of Part 2 of this Section above shall be provided for claims arising out of the operation of owned, non-owned, and hired automobiles, motorcycles, and trucks as are provided in the Bodily Injury and Property Damage Policies.

This policy must be endorsed in accordance with Endorsement 4 as recited above.

4. CONTRACTOR'S PROTECTIVE LIABILITY The preceding Bodily Injury and Property Damage Policies must be so written as to include contingent bodily injury and contingent property damage coverage for claims arising from the operations of a Subcontractor.

This policy shall be endorsed in accordance with Endorsements 1, 2, 3, and 4 as recited above.

5. EXCESS GENERAL AND AUTOMOBILE LIABILITY. Umbrella liability insurance shall be provided in a minimum amount of \$5,000,000.

6. OWNER'S PROTECTIVE BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE - This policy shall be issued in the name of the **OWNER** and its successor or successors, whose principal office is located at 2600 Tarantine Blvd, Wellsville, NY 14895. The policy must cover the legal liability of the **OWNER** (the insured), for damages on account of bodily injuries to the public and damage to the property of others caused by the work to be performed under the Contract, with respect to all operations by the **CONTRACTOR** and/or all their Subcontractors, including omissions and supervisory acts of the **OWNER**. The minimum amount of such insurance shall provide \$1,000,000 for any one occurrence and an aggregate policy limit of \$3,000,000 for all occurrences.

This policy must be endorsed in accordance with Endorsements 1, 2, 3, and 4 as recited above.

Whenever the estimated aggregate losses covered by the property damage insurance policies under Parts 2 and 3 of this Section above and this current Part (Part 6), equals or exceeds 50 percent of the aggregate policy limit, as estimated or determined by the **OWNER** such policy shall upon ten (10) days written notice by **OWNER** be endorsed to restore the initial aggregate policy limits or shall be replaced by another policy having the same limit.

All the aforesaid insurance policies the insurers named therein shall be subject to the approval of **OWNER**.

Parts 2, 3, 4, and 5 of this Section above shall list Town of Wellsville, the Federal Aviation Administration, the STATE OF NEW YORK, and McFarland Johnson, Inc. as additional insured.

END OF INSURANCE SPECIAL PROVISIONS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____,
organized under the Laws of the State of _____,
and having a usual place of business in _____,
as Principal and _____,
organized under the Laws of the State of _____,
and having a usual place of business at _____,

as surety, are holden and stand firmly bound and obligated unto the **OWNER**, as obligee, in the sum of

(\$ _____) Dollars, lawful money of the United States of America, to and for the true payment, whereof, we hereby bind ourselves, and each of us, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has, by means of a written Agreement dated _____ entered into a Contract with the same obligee, a copy of which Agreement is attached hereto and by reference made a part hereof.

NOW, the condition of this obligation is such

THAT, if the said principal, their heirs, administrators, successors, or assigns, shall well and truly keep and perform all the agreements, terms and conditions of said agreement on their part to be kept and performed, including the guarantee in the General Conditions, then this obligation shall be void - otherwise, it shall remain in full force and virtue.

AND, the said surety, for value received, hereby stipulates and agrees that no change in, or extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or to the specifications accompanying the same shall in any way affect their obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____
_____, in the year _____.

PRINCIPAL -

(Seal)

By: _____

SURETY -

(Seal)

By: _____

IMPORTANT - Attach herewith proof of Authority of Officers or agents to sign bonds.

PERFORMANCE BOND
CERTIFICATE AS TO CORPORATE PRINCIPAL
(IF A CORPORATION)

State of _____)

SS

County of _____)

On this _____ day of _____, 20 _____

before me personally came _____

to me known, who being by me duly sworn, did depose and say as follows:

That they reside at _____

and is the _____

of _____

the corporation described in and which executed the foregoing instrument; that they know the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order to the Board of Directors of said corporation; and that by the like order they signed thereto their name and official designation.

Notary Public (Seal)

My Commission expires: _____

PERFORMANCE BOND
PARTNERSHIP CERTIFICATE
(IF A PARTNERSHIP)

State of _____)

SS

County of _____)

On this _____ day of _____, 20____

before me personally appeared _____ known to me and
known by me to be the person who executed the above instrument, who, being by me first duly sworn, did
depose and say that they is a general partner in the firm of _____
_____; and that said firm consists of themselves and
_____, and that they executed the foregoing
instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public (Seal)

My Commission expires: _____

PERFORMANCE BOND
INDIVIDUAL CERTIFICATE
(IF AN INDIVIDUAL)

State of _____)

SS

County of _____)

On this _____ day of _____, 20____

before me personally appeared _____ known to me and

known by me to be the person who executed the above instrument, who, being by me first duly sworn, did

depose and say that they are the owner of the firm

_____ ; and that they executed

the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public (Seal)

My Commission expires: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____,
organized under the Laws of the State of _____,
and having a usual place of business in _____,
as Principal and _____,
organized under the Laws of the State of _____,
and having a usual place of business at _____,

as surety, are holden and stand firmly bound and obligated unto **OWNER** as obligee, in the sum of

(\$ _____) Dollars, lawful money of the United States of America, to and for the true payment, whereof, we hereby bind ourselves, and each of us, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has, by means of a written Agreement dated _____ entered into a Contract with the same obligee, a copy of which Agreement is attached hereto and by reference made a part hereof.

NOW, the condition of this obligation is such

THAT, if the said principal, their heirs, administrators, successors, or assigns, shall pay for all labor performed or furnished, all materials, including materials so employed which is not incorporated in the construction or repair work and is not wholly or necessarily consumed or made so worthless as to lose its identity but only to the extent of its purchase price less its fair salvage value, and for the retail or hire of vehicles, power shovels, rollers, concrete mixers, tools and other appliances and equipment employed in the work, all persons who contract with the Principal for labor and materials, all insurance premiums on said work, and the use of all patent rights, used or employed in the carrying out of said Agreement, then this obligation shall be void - otherwise it shall remain in full force and virtue. The obligation shall be in accordance with the New York State Finance Law, Section 137.

AND, the said surety, for value received, hereby stipulates and agrees that no change in, or extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or to the specifications accompanying the same shall in any way affect their obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to be specifications.

AND that no final settlement between the **OWNER** and the principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, in the year _____.

PRINCIPAL -

(Seal)

By: _____

SURETY -

(Seal)

By: _____

IMPORTANT - Attach herewith proof of Authority of Officers or agents to sign bonds.

PAYMENT BOND
CERTIFICATE AS TO CORPORATE PRINCIPAL
(IF A CORPORATION)

State of _____)
County of _____) SS
On this _____ day of _____, 20____
before me personally came _____
to me known, who being by me duly sworn, did depose and say as follows:

That they resides at _____
and is the _____
of _____

the corporation described in and which executed the foregoing instrument; that they know the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order to the Board of Directors of said corporation; and that by the like order they signed thereto their name and official designation.

Notary Public (Seal)

My Commission expires: _____

PAYMENT BOND
PARTNERSHIP CERTIFICATE
(IF A PARTNERSHIP)

State of _____)

SS

County of _____)

On this _____ day of _____, 20__

before me personally appeared _____ known to me and
known by me to be the person who executed the above instrument, who, being by me first duly sworn, did
depose and say that they is a general partner in the firm of _____
_____; and that said firm consists of themselves and
_____, and that they executed the foregoing
instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public (Seal)

My Commission expires: _____

PAYMENT BOND
INDIVIDUAL CERTIFICATE
(IF AN INDIVIDUAL)

State of _____)

SS

County of _____)

On this _____ day of _____, 20__

before me personally appeared _____ known to me and

known by me to be the person who executed the above instrument, who, being by me first duly sworn, did

depose and say that they are the owner of the firm

_____ ; and that they executed

the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public (Seal)

My Commission expires: _____

NOTICE OF AWARD

RECONSTRUCT HANGAR NO. 4

FAA AIP No. 3-36-0121-043-2025

Issued to: Company Name _____
 Company Address _____
 Company City/State/Zip _____

Project Title _____

Advertisement Date _____ Bid Opening Date _____

TOWN OF WELLSVILLE (OWNER) has considered your bid submitted for the above entitled project, or a portion thereof as detailed on any attachment to this notice. You are required to execute the Agreement and furnish any required Performance BOND, Payment BOND, and certificate of insurance within ten (10) business days from the date of this Notice. If you fail to execute said Agreement and to furnish said BONDS within ten (10) business days from the date of this Notice, **OWNER** will be entitled to consider all your rights arising out of the acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The **OWNER** will be entitled to such other rights as may be granted by law or described herein. **You are required to return an acknowledged copy of this NOTICE OF AWARD within five (5) calendar days to:**

TOWN OF WELLSVILLE
2600 Tarantine Blvd.
Wellsville, NY 14895
T: (585) 593-3350

By: _____
 Owner's Representative Printed Name/Title

DATED the _____ day of _____, 20____.

ACCEPTANCE OF NOTICE OF AWARD

RECONSTRUCT HANGAR NO. 4

FAA AIP No. 3-36-0121-043-2025

NOTICE OF AWARD is hereby acknowledged and accepted.

By: _____
Authorized Signature Printed Name/Title

For: _____
Organization

DATED the _____ day of _____, 20_____.

ACCEPTANCE OF NOTICE TO PROCEED

RECONSTRUCT HANGAR NO. 4

AIP No. 3-36-0121-043-2025

NOTICE TO PROCEED is hereby acknowledged and accepted.

By: _____
Authorized Signature Printed Name/Title

For: _____
Organization

DATED the _____ day of _____, 20_____.

CONTRACTOR'S GUARANTEE

WHEREAS _____
(Contractor)

of _____
(Address)

hereinafter called **CONTRACTOR** has completed construction of the following project:

Owner: _____

Address of Owner: _____

hereinafter called the **OWNER**.

Title of Project: _____

Project Number(s): _____

Location: _____

Date of Completion: _____

Date Guarantee Expires: _____

WHEREAS, at the inception of such work the **CONTRACTOR** agreed to guarantee the construction against faulty materials or workmanship for a limited period and subject to the conditions set forth:

NOW, THEREFORE, the **CONTRACTOR** hereby guarantees, subject to the conditions herein set forth, that during a period of one (1) year from the date of completion of said construction, they will, at their own cost and expense, following receipt of written notice, make or cause to be made such repairs to said construction resulting solely from faulty construction or defects in materials or workmanship applied by or through the **CONTRACTOR** as may be necessary to maintain the construction in defect-free condition.

This **CONTRACTOR GUARANTEE** is made subject to the following conditions:

1. Specifically excluded from this guarantee is any and all damage caused by the following: lightning, windstorm greater than 110 mph, hailstorm or other acts of God; or fire. If the construction is damaged by reason of any of the foregoing, this guarantee shall thereupon become null and void for

the balance of the guarantee period unless such damage is repaired by the **CONTRACTOR** at the expense of the party requesting such repairs.

2. This **CONTRACTOR GUARANTEE** shall not be or become effective unless and until the **CONTRACTOR** has been paid in full for all their work.
3. This **CONTRACTOR GUARANTEE** runs in favor of **OWNER** only and is not transferable.
4. Additional Conditions: This **CONTRACTOR GUARANTEE** is in addition to all other legal and specified Warranties and Guarantees required on the Project's Contract Documents for materials, systems, and performance of the manufacturer or supplier.

In Witness Whereof, this instrument has been duly executed this

_____ day of _____, 20____.

(Company Name)

By: _____
(Authorized Signature)

(Seal)

Title: _____

NOTE: Form shall bear seal if Contractor is a Corporation.

DIVISION 1 - SPECIFICATIONS

SPECIAL PROVISIONS

Forms

(SP-1)

THIS PAGE LEFT INTENTIONALLY BLANK

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

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

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

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

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

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

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

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

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

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

Date

Signature

Company Name

Title

**US GOVERNMENT AND STATE
BIDDER'S CERTIFICATION OF TAXES PAID**

The following certification statement is to be signed by the Bidder.

I hereby certify that I am a _____ (title of Officer
of the company) and duly authorized representative
of _____ (name of company), whose
address is _____ and that neither I nor
the above company I here represent has:

- a. Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any company or person (other than bona fide employee working solely for me or the above company) to solicit or secure this Contract,
- b. Agreed, as an express or implied condition for obtaining this Contract to employ or retain the services of any company or person in connection with carrying out the Contract, or
- c. Paid, or agreed to pay, to any company, organization or person (other than a bona fide employee working solely for me or the above company) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract;

I acknowledge that this certification is to be furnished to the FAA or other branches of the US Government, and the State in which this project is located in connection with this Contract involving participation of funds, and subject to applicable State and Federal laws, both criminal and civil.

I certify under the penalty of perjury that the firm or corporation referenced above, to the best of my knowledge and belief, has filed all US Government and State Tax Returns and paid all Federal and State taxes required under law.

FEDERAL I.D. NO. _____

BIDDER'S NAME: _____

BY: _____

TITLE: _____

DATED: _____

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

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

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

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

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

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

Name and Title (Please Print or Type)

Signature

Date

CERTIFICATE OF NON-SEGREGATED FACILITIES

41 CFR PART 60-1.8

Notice to Prospective Federally Assisted Construction Contractors

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

2. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

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

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

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.

2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

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

CERTIFICATION OF NON-SEGREGATED FACILITIES:

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

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific

CERTIFICATE OF NON-SEGREGATED FACILITIES

time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

Signed and submitted on this date: _____

By this (circle one): Contractor, Subcontractor, or Supplier

Business Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Name and Title (Printed): _____

Owner or Authorized Signature: _____

Note to Subcontractors and Suppliers: This form shall be returned to the Prime Contractor who will forward it to the Engineer.

ANNUAL CONTRACTOR ASSURANCES AIP FUNDED CONTRACTS

(All participants of FAA Airport Improvement Program (AIP) funded contracts are required to submit this form annually)

_____(Contractor), hereinafter referred to as the "PARTICIPANT," Hereby agrees that as a condition of receiving payment in connection with work performed on any FAA Airport Improvement Program (AIP) assisted contract it will comply with the FAA Contract Provision Guidelines of Obligated Sponsors and Airport Improvement Projects and the provisions therein referenced, and all requirements imposed by the FAA, the State Department of Transportation, or the Owner pursuant to the implementing regulations, applicable U.S. Department laws, and other pertinent directives, to that end the PARTICIPANT HEREBY GIVES THE FOLLOWING SPECIFIC ASSURANCES with respect to its participation in the FAA Airport Improvement Program:

Initial Next to Each



1. ____ That the PARTICIPANT shall submit weekly certified payrolls, showing that each employee has been properly classified and paid for the time worked in each classification according to the minimum hourly wage(s) stipulated by the Wage Decision applicable to each of its contracts. The PARTICIPANT shall also be responsible for ensuring compliance of the same for any subcontractor or lower-tier subcontractor with which it holds an agreement under a Federal-aid contract.
2. ____ That the PARTICIPANT shall review the Wage Decision in each of its contracts and submit an Additional Work Classification Request for each classification that does not appear in the applicable Wage Decision; this shall be accomplished before the start of work for each project, regardless of any prior approval for another project in the same county.
3. ____ That the PARTICIPANT shall not sublet, assign or otherwise dispose of any portion of the contract without approval from the Owner and acknowledge that any work performed by an unapproved subcontractor or lower-tier subcontractor shall not be paid for by the Owner.
4. ____ That the PARTICIPANT is in full compliance with the Immigration Reform and Control Act of 1986 and has fulfilled all Form I-9 requirements by verifying identification and authorization to work for each employee reported on the payroll.
5. ____ That the PARTICIPANT acknowledges that any work performed or services provided under an FAA Airport Improvement Program contract shall be considered *satisfactorily completed* and payable only after the PARTICIPANT has fulfilled the contract requirements of the Owner and funding agencies, including the submission of all documentation required by the specifications and the subcontract. Satisfactory Completion is when the Engineer finds the work completed in accordance with the contract, plans and specifications. The determination of whether work meets the standards of satisfactory completion is the responsibility of the Engineer and not the prime contractor. The PARTICIPANT shall not disperse payment for an item of work under the contract without first obtaining certified payrolls from its subcontractors or lower-tier subcontractors, verifying the payment of wages according to paragraph "1." above.

6. ____ The PARTICIPANT acknowledges that if found to be in violation of the FAA requirements it shall be required to take corrective action before participating in future projects funded by the FAA. Corrective action shall include, but is not limited to, the submission of certified payrolls or other records and reports necessary to verify compliance with the Provisions.
7. ____ Not used.
8. ____ That the PARTICIPANT, in order to participate in any public project, shall register its business name with the Secretary of State's Office in the state where the project is located and shall remain in *good standing* throughout the period of participation.
9. ____ That the PARTICIPANT shall maintain detailed pay records and other records documenting its compliance, and all efforts to comply, with the nondiscrimination and payroll requirements of the FAA requirements, and shall make these records available for inspection by authorized representatives of the Owner, the state, The U.S. Department of Labor, and the FAA at reasonable times and places for a period of 3 years following the completion of the contract work.
10. ____ That the PARTICIPANT is fully aware that it may seek compliance assistance and training for itself, its subcontractors, or lower-tier subcontractors by contacting the Owner.
11. ____ That the PARTICIPANT acknowledges that a breach of any of the stipulations contained in the FAA requirements shall be sufficient grounds for termination of its contract with the Owner. Where the violator is a subcontractor or lower-tier subcontractor, the prime contractor shall be required to terminate its contract and any related contract.

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all contracts funded through the Owner under the FAA Airport Improvement Program. The person whose signature appears below is an executive officer or owner of

Name of Firm

Printed Name & Title

Date: _____

Signature

CONTRACTOR ACKNOWLEDGEMENT CERTIFICATION

(SUBCONTRACT and/or MATERIAL SUPPLIER)

From: _____ (Name of Firm) Date: _____
To: _____ (Name of Firm)
☐ Subcontractor ☐ Lower-tier Subcontractor ☐ Material Supplier
Re: _____
Project Name, and Project Number _____ County _____

ITEMS 1 – 4 BELOW APPLY, UNLESS OTHERWISE INDICATED

PRIME CONTRACTOR CERTIFICATION: I hereby certify the below documentation (as checked) was included in, and made part of, the subcontractor agreement entered into with the firm named above.

- ☐ 1. FAA Required Contract Provisions for Obligated Sponsors and AIP Projects
☐ 2. 41 CFR 60-4.2-3 (Solicitations and Equal Opportunity Clauses)*
☐ 3. Disadvantaged Business Enterprise (DBE) Policy and DBE Program Requirements
☐ 4. Davis-Bacon Wage Rates (Special Provisions Section SP-5)**

*Applicable only to contracts or subcontracts in excess of \$10,000
**Does not apply to Material Suppliers, unless performing work on-site

Printed Name (Prime): _____ Signature: _____

SUBCONTRACTOR CERTIFICATION: As an authorized official of this company, I certify that the documents selected above were made part of our agreement/contract and give assurance that this company will comply with the *Contact Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects*, and will properly obtain approval, before the start of work, for any portion of work sublet to a lower-tier Subcontractor or Material Supplier. I further certify that:

- This company is in full compliance with applicable Federal and State Laws: (Not required of Suppliers)
☐ This company is properly registered and is in *good standing* with the Secretary of State's Office.
- ☐ This company has attached a Form MJ-209, "Annual Contractor Assurances – AIP Funded Contracts," unless submitted in the past 12 months, in which case a copy of the previously submitted form is attached.
- This company [check one] ☐ does, ☐ does not, anticipate performing work on this contract in the amount of \$10,000 or more annually. **Companies that perform \$10,000 or more of contract work must file a Form 2 annually.**
- This company [check one] ☐ has, ☐ has no, outstanding compliance matters from a previous Federally Funded project contract.

Firm: _____

Address: _____

Telephone Number: _____

Federal I.D. Number: _____

Estimated Start Date: _____

Estimated Completion Date: _____

Estimated Dollar Amount: _____

Printed Name and Title

Signature

Date

TRANSMITTAL REQUEST FOR CONSENT TO SUBLET:

McFarland Johnson
15 Fishers Rd, Suite 200
Pittsford, NY 14534
Telephone (585) 905-0970
Fax (585) 905-0882

- ☐ **SUBCONTRACTOR**
- ☐ **LOWER TIER SUBCONTRACTOR**
- ☐ **MATERIAL SUPPLIER (MS)**

**** ☐ THIS COMPANY IS A DISADVANTAGE BUSINESS ENTERPRISE (DBE)****

Prime Contractor: _____
(Name and Address)

Subcontractor/MS: _____
(Name and Address)

Lower-tier Subcontractor/MS: _____
(Name and Address)

Project Name and AIP No: _____

All contract items sublet are to be shown in the following tabulation. Estimated or agreed dollar amounts must be shown individually in the appropriate **PARTIAL** or **COMPLETE** column.

ITEM NUMBER	DESCRIPTION OF ACTUAL WORK TO BE PERFORMED (Use a separate spreadsheet if needed and list total below)	PARTIAL WORK ON ITEM	COMPLETE ITEM

TOTAL SUBCONTRACT AMOUNT: \$ _____

By: _____
Signature and Title of Prime Contractors Agent **Date**

Signatory agrees and understands that subcontracts will contain, by inclusion or reference, all the pertinent provisions of the Prime Contract. It is further agreed and understood that consent to sublet shall not under any circumstance relieve the Prime Contractor or surety of any of their obligations under the Contract or bonds as specified in the Project Specifications.

FOR ENGINEER / OWNER OFFICE USE ONLY

Effective Date:	Recommended by Engineer:
Total Sublet to Date:	
Percent Sublet to Date:	
DBE Commitment % to Date:	Approved by Owner:
Consent Number:	
Company Code:	

Copy to (check): ☐ **RESIDENT ENGINEER** ☐ **HIGHER TIER SUB / MS** ☐ **OTHER:** _____

Submittal Number: _____
Revision Number: _____

CONTRACTOR / SUBCONTRACTOR / SUPPLIER
BUY AMERICAN CERTIFICATION
(Attach to all Shop Drawing Submittals)

Job Name: _____

AIP No. _____ **MJ Job No.** _____

Contractor / Subcontractor / Supplier: _____

Address: _____

Contractor's Contact: _____ **Phone Number:** _____

Reviewed By: _____ **Date Submitted:** _____

Item No.: _____

Specification Section and Paragraph: _____

Description: _____

The undersigned certifies that (check the item that applies):

- ☐ 1. The above referenced products or materials are wholly produced in the United States of America (US) of US produced materials.
- ☐ 2. A waiver for the use of non-US produced products or production outside of the US has been granted by the FAA for this product or material and a copy of the waiver is attached.
- ☐ 3. All the above referenced products or materials being used on the project are on the Nationwide Buy American conformance list located at (attach copy of list):
http://www.faa.gov/airports/aip/buy_american/
- ☐ 4. A waiver for the use of non-US produced products or production outside of the US is being requested as part of this submission (see FAA AIP Handbook Appendix Y in the Federal Contract Provisions section of the Supplemental General Provisions for guidance on waiver types and requirements).

**CONTRACTOR / SUBCONTRACTOR / SUPPLIER
BUY AMERICAN CERTIFICATION**

Dated at _____ this _____ day of _____, _____.
(Location Signed) (Day) (Month) (Year)

Name of Bidder: _____ (print name)

By: _____ (signature)

Title: _____ (print title)

Submittal Number: _____

Revision Number: _____

CONTRACTOR SUBMITTAL FORM (PRIME CONTRACTOR)

Job Name: _____

AIP No. _____

MJ Job No. _____

Contractor: _____

Address: _____

Contractor's Contact: _____ Phone Number: _____

Reviewed By: _____ Date Submitted: _____

☐ Check here if submittal is from a Subcontractor

Item No.: _____

Specification Section and Paragraph: _____

CERTIFICATION

I HEREBY CERTIFY that the attached submittal has been reviewed under the terms of the Contract Documents and is in conformity with the requirements of the Plans and Specifications unless specifically noted otherwise. It is understood that the Contractor is responsible for dimensions and quantities to be confirmed and correlated at the site, for information that pertains solely to the fabrication process or to the means, methods, techniques, sequences and procedures of construction, and for coordination of the Work of all trades.

- ☐ 1- Submitted as specified
- ☐ 2 - Submitted "AS EQUAL" to the product specified
- ☐ 3 - Submitted "IN SUBSTITUTION" to the product specified
- ☐ 4 - Subcontractor submittal form included
- ☐ 5 - Other

Description of Submittal Components: _____

Submittal will not be approved without an acceptable Form MJ-212 "Contractor / Subcontractor / Supplier
Buy American Certification."

(For additional comments attach and number additional pages)

Submittal Number: _____

Revision Number: _____

CONTRACTOR SUBMITTAL FORM (SUBCONTRACTOR)

Job Name: _____

AIP No. _____

MJ Job No. _____

Subcontractor: _____

Address: _____

Subcontractor's Contact: _____ Phone Number: _____

Reviewed By: _____ Date Submitted: _____

☐ Check here if submittal is from a Subcontractor

Item No.: _____

Specification Section and Paragraph: _____

CERTIFICATION

I HEREBY CERTIFY that the attached submittal has been reviewed under the terms of the Contract Documents and is in conformity with the requirements of the Plans and Specifications unless specifically noted otherwise. It is understood that the Contractor is responsible for dimensions and quantities to be confirmed and correlated at the site, for information that pertains solely to the fabrication process or to the means, methods, techniques, sequences and procedures of construction, and for coordination of the Work of all trades.

- ☐ 1- Submitted as specified
- ☐ 2 - Submitted "AS EQUAL" to the product specified
- ☐ 3 - Submitted "IN SUBSTITUTION" to the product specified
- ☐ 4 - Subcontractor submittal form included
- ☐ 5 - Other

Description of Submittal Components: _____

Submittal will not be approved without an acceptable Form MJ-212 "Contractor / Subcontractor / Supplier
Buy American Certification."

(For additional comments attach and number additional pages)

EEO OFFICER NOTIFICATION AND PROGRAM COMPLIANCE CERTIFICATION

(This form is required **annually** by companies that perform federally funded contract work in the amount of \$10,000 or more annually)

FROM (Name of Company): _____ Date _____

TO (Name of Airport Owner): _____

In accordance with the Required Federal Contract Provisions for AIP Obligated Projects contained in the Special Provisions of the Contract Documents, the following information is furnished:

Initial Next to Each

THIS IS TO CERTIFY:

 _____ This company has accepted the following statement as our operating policy: "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

_____ Periodic meetings with supervisory and personnel office employees were conducted before the start of work and will be accomplished once every six (6) months.

_____ All new supervisory or personnel office employees were given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within 30 days following their employment start date.

_____ All personnel who are engaged in direct recruitment for the project were instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

_____ This company's EEO policy was reviewed and reaffirmed within the last 12 months and was brought to the attention of all our employees by the following means (check as applicable):

☐ Meetings/Briefings ☐ Employee Handbook ☐ Other: _____

_____ A written record was made of the above meetings/briefings, person's attending, and the subject matter that was discussed. Signed acknowledgements of attendance at EEO meetings/training are on file.

_____ I have **attached** a copy of this company's **EEO Appointment Letter** and **Policy Statement**.

***SIGNED CERTIFICATION AND NAME OF CORPORATE EEO OFFICER:**

Signed & Printed Name

Title or Position in Firm

Address (Include Zip Code)

Telephone (Include Area Code)

Email Address: _____

* Named individual must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

TRADE RESTRICTION CERTIFICATION

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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

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

TRADE RESTRICTION CERTIFICATION

Date

Signature

Company Name

Title

NON-COLLUSION AFFIDAVIT (BIDDER OR OFFEROR)

I, (enter full legal name) _____,

representing (name of person, firm, association, or corporation) _____

_____ of (Town or City and State) _____

being duly sworn, depose and certify that, under the penalties of perjury under the laws of this state and the United States that on behalf of, the person, firm, association, or corporation submitting this bid, that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with submitting a bid for this project.

WELLSVILLE MUNICIPAL AIRPORT

RECONSTRUCT HANGAR NO. 4

FAA AIP 3-36-0121-043-2025

Name of Individual, Partnership, or Corporation (Please Print or Type)

Signature of Official Authorized to Sign Contracts and Agreements

Name of Individual Signing Affidavit

Title of Individual Signing Affidavit

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

(Notary Public)

My Commission Expires _____

IRAN DIVESTMENT ACT CERTIFICATION

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

IRAN DIVESTMENT ACT CERTIFICATION

Date

Signature

Company Name

Title

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

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

Note

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

Term Definitions

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

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

Date

Signature

Company Name

Title

NYSDOL PREVAILING WAGE RATE CONFIRMATION

PRC # 2026013535

By signing this document and returning it with our bid proposal, we confirm that we are in receipt of a complete paper copy of the Prevailing Wage Rate schedule associated with the above referenced PRC # and that we have registered with the NYSDOL Public Work Contractor and Subcontractor Registry. We understand that all work performed on this project is subject to these rates and agree that compensation will be made accordingly.

Company Name	_____
Signed	_____
Date	_____
Printed Name	_____
Title	_____

DIVISION 1 - SPECIFICATIONS

SPECIAL PROVISIONS

**FAA Advisory Circular (AC) 150/5370-2G, Operational Safety on Airports
During Construction**

(SP-2)

THIS PAGE LEFT INTENTIONALLY BLANK



U.S. Department
of Transportation
**Federal Aviation
Administration**

Advisory Circular

Subject: Operational Safety on
Airports During Construction

Date: 12/13/2017

AC No: 150/5370-2G

Initiated By: AAS-100

Change:

1 **Purpose.**

This AC sets forth guidelines for operational safety on airports during construction.

2 **Cancellation.**

This AC cancels AC 150/5370-2F, *Operational Safety on Airports during Construction*, dated September 29, 2011.

3 **Application.**

This AC assists airport operators in complying with Title 14 Code of Federal Regulations (CFR) Part 139, *Certification of Airports*. For those certificated airports, this AC provides one way, but not the only way, of meeting those requirements. The use of this AC is mandatory for those airport construction projects receiving funds under the Airport Improvement Program (AIP). See Grant Assurance No. 34, *Policies, Standards, and Specifications*. While we do not require non-certificated airports without grant agreements or airports using Passenger Facility Charge (PFC) Program funds for construction projects to adhere to these guidelines, we recommend that they do so to help these airports maintain operational safety during construction.

4 **Related Documents.**

ACs and Orders referenced in the text of this AC do not include a revision letter, as they refer to the latest version. Appendix A contains a list of reading material on airport construction, design, and potential safety hazards during construction, as well as instructions for obtaining these documents.

5 **Principal Changes.**

The AC incorporates the following principal changes:

1. Notification about impacts to both airport owned and FAA-owned NAVAIDs was added. See paragraph 2.13.5.3, NAVAIDs.

2. Guidance for the use of orange construction signs was added. See paragraph 2.18.4.2, Temporary Signs.
3. Open trenches or excavations may be permitted in the taxiway safety area while the taxiway is open to aircraft operations, subject to restrictions. See paragraph 2.22.3.4, Excavations.
4. Guidance for temporary shortened runways and displaced thresholds has been enhanced. See Figure 2-1 and Figure 2-2.
5. Figures have been improved and a new Appendix F on the placement of orange construction signs has been added.

Hyperlinks (allowing the reader to access documents located on the internet and to maneuver within this document) are provided throughout this document and are identified with underlined text. When navigating within this document, return to the previously viewed page by pressing the “ALT” and “ ← ” keys simultaneously.

Figures in this document are schematic representations and are not to scale.

6 **Use of Metrics.**

Throughout this AC, U.S. customary units are used followed with “soft” (rounded) conversion to metric units. The U.S. customary units govern.

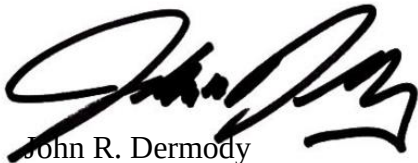
7 **Where to Find this AC.**

You can view a list of all ACs at

http://www.faa.gov/regulations_policies/advisory_circulars/. You can view the Federal Aviation Regulations at http://www.faa.gov/regulations_policies/faa_regulations/.

8 **Feedback on this AC.**

If you have suggestions for improving this AC, you may use the Advisory Circular Feedback form at the end of this AC.



John R. Dermody

Director of Airport Safety and Standards

CONTENTS

Paragraph	Page
Chapter 1. Planning an Airfield Construction Project	1-1
1.1 Overview.....	1-1
1.2 Plan for Safety.....	1-1
1.3 Develop a Construction Safety and Phasing Plan (CSPP).....	1-3
1.4 Who Is Responsible for Safety During Construction?.....	1-4
Chapter 2. Construction Safety and Phasing Plans	2-1
2.1 Overview.....	2-1
2.2 Assume Responsibility.....	2-1
2.3 Submit the CSPP.....	2-1
2.4 Meet CSPP Requirements.....	2-2
2.5 Coordination.	2-6
2.6 Phasing.....	2-7
2.7 Areas and Operations Affected by Construction Activity.	2-7
2.8 Navigation Aid (NAVAID) Protection.....	2-11
2.9 Contractor Access.	2-11
2.10 Wildlife Management.	2-15
2.11 Foreign Object Debris (FOD) Management.	2-16
2.12 Hazardous Materials (HAZMAT) Management.....	2-16
2.13 Notification of Construction Activities.....	2-16
2.14 Inspection Requirements.....	2-18
2.15 Underground Utilities.	2-19
2.16 Penalties.	2-19
2.17 Special Conditions.	2-19
2.18 Runway and Taxiway Visual Aids.	2-19
2.19 Marking and Signs for Access Routes.	2-29
2.20 Hazard Marking, Lighting and Signing.	2-30
2.21 Work Zone Lighting for Nighttime Construction.....	2-32
2.22 Protection of Runway and Taxiway Safety Areas.	2-33
2.23 Other Limitations on Construction.	2-37

Chapter 3. Guidelines for Writing a CSPP	3-1
3.1 General Requirements.....	3-1
3.2 Applicability of Subjects.....	3-1
3.3 Graphical Representations.	3-1
3.4 Reference Documents.	3-2
3.5 Restrictions.	3-2
3.6 Coordination.	3-2
3.7 Phasing.....	3-2
3.8 Areas and Operations Affected by Construction.	3-2
3.9 NAVAID Protection.	3-2
3.10 Contractor Access.	3-3
3.11 Wildlife Management.	3-4
3.12 FOD Management.....	3-4
3.13 HAZMAT Management.....	3-4
3.14 Notification of Construction Activities.....	3-4
3.15 Inspection Requirements.....	3-5
3.16 Underground Utilities.	3-5
3.17 Penalties.	3-5
3.18 Special Conditions.	3-5
3.19 Runway and Taxiway Visual Aids.	3-6
3.20 Marking and Signs for Access Routes.	3-6
3.21 Hazard Marking and Lighting.....	3-6
3.22 Work Zone Lighting for Nighttime Construction.	3-6
3.23 Protection of Runway and Taxiway Safety Areas.	3-7
3.24 Other Limitations on Construction.	3-7
Appendix A. Related Reading Material.....	A-1
Appendix B. Terms and Acronyms	B-1
Appendix C. Safety and Phasing Plan Checklist.....	C-1
Appendix D. Construction Project Daily Safety Inspection Checklist.....	D-1
Appendix E. Sample Operational Effects Table.....	E-1
Appendix F. Orange Construction Signs	F-1

FIGURES

Number	Page
Figure 2-1. Temporary Partially Closed Runway	2-9
Figure 2-2. Temporary Displaced Threshold.....	2-10
Figure 2-3. Markings for a Temporarily Closed Runway.....	2-21
Figure 2-4. Temporary Taxiway Closure.....	2-22
Figure 2-5. Temporary Outboard White Threshold Bars and Yellow Arrowheads	2-24
Figure 2-6. Lighted X in Daytime.....	2-26
Figure 2-7. Lighted X at Night.....	2-26
Figure 2-8. Interlocking Barricades	2-31
Figure 2-9. Low Profile Barricades	2-32
Figure E-1. Phase I Example	E-1
Figure E-2. Phase II Example	E-2
Figure E-3. Phase III Example.....	E-3
Figure F-1. Approved Sign Legends.....	F-1
Figure F-2. Orange Construction Sign Example 1.....	F-2
Figure F-3. Orange Construction Sign Example 2.....	F-3

TABLES

Number	Page
Table A-1. FAA Publications	A-1
Table A-2. Code of Federal Regulation.....	A-3
Table B-1. Terms and Acronyms.....	B-1
Table C-1. CSPP Checklist.....	C-1
Table D-1. Potentially Hazardous Conditions	D-1
Table E-1. Operational Effects Table	E-4
Table E-2. Runway and Taxiway Edge Protection.....	E-6
Table E-3. Protection Prior to Runway Threshold.....	E-7

Page Intentionally Blank

CHAPTER 1. PLANNING AN AIRFIELD CONSTRUCTION PROJECT

1.1 Overview.

Airports are complex environments, and procedures and conditions associated with construction activities often affect aircraft operations and can jeopardize operational safety. Safety considerations are paramount and may make operational impacts unavoidable. However, careful planning, scheduling, and coordination of construction activities can minimize disruption of normal aircraft operations and avoid situations that compromise the airport's operational safety. The airport operator must understand how construction activities and aircraft operations affect one another to be able to develop an effective plan to complete the project. While the guidance in this AC is primarily used for construction operations, the concepts, methods and procedures described may also enhance the day-to-day airport maintenance operations, such as lighting maintenance and snow removal operations.

1.2 Plan for Safety.

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

1.2.1 Identify Affected Areas.

The airport operator must determine the geographic areas on the airport affected by the construction project. Some, such as a runway extension, will be defined by the project. Others may be variable, such as the location of haul routes and material stockpiles.

1.2.2 Describe Current Operations.

Identify the normal airport operations in each affected area for each phase of the project. This becomes the baseline from which the impact on operations by construction activities can be measured. This should include a narrative of the typical users and aircraft operating within the affected areas. It should also include information related to airport operations: the Aircraft Approach Category (AAC) and Airplane Design Group (ADG) of the airplanes that operate on each runway; the ADG and Taxiway Design Group (TDG)¹ for each affected taxiway; designated approach visibility minimums;

¹ Find Taxiway Design Group information in AC 150/5300-13, Airport Design.

available approach and departure procedures; most demanding aircraft; declared distances; available air traffic control services; airport Surface Movement Guidance and Control System (SMGCS) plan; and others. The applicable seasons, days and times for certain operations should also be identified as applicable.

1.2.3 Allow for Temporary Changes to Operations.

To the extent practical, current airport operations should be maintained during the construction. In consultation with airport users, Aircraft Rescue and Fire Fighting (ARFF) personnel, and FAA Air Traffic Organization (ATO) personnel, the airport operator should identify and prioritize the airport's most important operations. The construction activities should be planned, through project phasing if necessary, to safely accommodate these operations. When the construction activities cannot be adjusted to safely maintain current operations, regardless of their importance, then the operations must be revised accordingly. Allowable changes include temporary revisions to approach procedures, restricting certain aircraft to specific runways and taxiways, suspension of certain operations, decreased weights for some aircraft due to shortened runways, and other changes. An example of a table showing temporary operations versus current operations is shown in Appendix E.

1.2.4 Take Required Measures to Revise Operations.

Once the level and type of aircraft operations to be maintained are identified, the airport operator must determine the measures required to safely conduct the planned operations during the construction. These measures will result in associated costs, which can be broadly interpreted to include not only direct construction costs, but also loss of revenue from impacted operations. Analysis of costs may indicate a need to reevaluate allowable changes to operations. As aircraft operations and allowable changes will vary widely among airports, this AC presents general guidance on those subjects.

1.2.5 Manage Safety Risk.

The FAA is committed to incorporating proactive safety risk management (SRM) tools into its decision-making processes. FAA Order 5200.11, *FAA Airports (ARP) Safety Management System (SMS)*, requires the FAA to conduct a Safety Assessment for certain triggering actions. Certain airport projects may require the airport operator to provide a Project Proposal Summary to help the FAA determine whether a Safety Assessment is required prior to FAA approval of the CSPP. The airport operator must coordinate with the appropriate FAA Airports Regional or District Office early in the development of the CSPP to determine the need for a Safety Risk Assessment. If the FAA requires an assessment, the airport operator must at a minimum:

1. Notify the appropriate FAA Airports Regional or District Office during the project "scope development" phase of any project requiring a CSPP.
2. Provide documents identified by the FAA as necessary to conduct SRM.
3. Participate in the SRM process for airport projects.
4. Provide a representative to participate on the SRM panel.

5. Ensure that all applicable SRM identified risks elements are recorded and mitigated within the CSPP.

1.3 **Develop a Construction Safety and Phasing Plan (CSPP).**

Development of an effective CSPP will require familiarity with many other documents referenced throughout this AC. See Appendix A for a list of related reading material.

1.3.1 List Requirements.

A CSPP must be developed for each on-airfield construction project funded by the Airport Improvement Program (AIP) or located on an airport certificated under Part 139. For on-airfield construction projects at Part 139 airports funded without AIP funds, the preparation of a CSPP represents an acceptable method the certificate holder may use to meet Part 139 requirements during airfield construction activity. As per FAA Order 5200.11, projects that require Safety Assessments do not include construction, rehabilitation, or change of any facility that is entirely outside the air operations area, does not involve any expansion of the facility envelope and does not involve construction equipment, haul routes or placement of material in locations that require access to the air operations area, increase the facility envelope, or impact line-of-sight. Such facilities may include passenger terminals and parking or other structures. However, extraordinary circumstances may trigger the need for a Safety Assessment and a CSPP. The CSPP is subject to subsequent review and approval under the FAA's Safety Risk Management procedures (see paragraph 1.2.5).

1.3.2 Prepare a Safety Plan Compliance Document (SPCD).

The Safety Plan Compliance Document (SPCD) details how the contractor will comply with the CSPP. Also, it will not be possible to determine all safety plan details (for example specific hazard equipment and lighting, contractor's points of contact, construction equipment heights) during the development of the CSPP. The successful contractor must define such details by preparing an SPCD that the airport operator reviews for approval prior to issuance of a notice-to-proceed. The SPCD is a subset of the CSPP, similar to how a shop drawing review is a subset to the technical specifications.

1.3.3 Assume Responsibility for the CSPP.

The airport operator is responsible for establishing and enforcing the CSPP. The airport operator may use the services of an engineering consultant to help develop the CSPP. However, writing the CSPP cannot be delegated to the construction contractor. Only those details the airport operator determines cannot be addressed before contract award are developed by the contractor and submitted for approval as the SPCD. The SPCD does not restate nor propose differences to provisions already addressed in the CSPP.

1.4 **Who Is Responsible for Safety During Construction?**

1.4.1 Establish a Safety Culture.

Everyone has a role in operational safety on airports during construction: the airport operator, the airport's consultants, the construction contractor and subcontractors, airport users, airport tenants, ARFF personnel, Air Traffic personnel, including Technical Operations personnel, FAA Airports Division personnel, and others, such as military personnel at any airport supporting military operations (e.g. national guard or a joint use facility). Close communication and coordination between all affected parties is the key to maintaining safe operations. Such communication and coordination should start at the project scoping meeting and continue through the completion of the project. The airport operator and contractor should conduct onsite safety inspections throughout the project and immediately remedy any deficiencies, whether caused by negligence, oversight, or project scope change.

1.4.2 Assess Airport Operator's Responsibilities.

An airport operator has overall responsibility for all activities on an airport, including construction. This includes the predesign, design, preconstruction, construction, and inspection phases. Additional information on the responsibilities listed below can be found throughout this AC. The airport operator must:

- 1.4.2.1 Develop a CSPP that complies with the safety guidelines of Chapter 2, Construction Safety and Phasing Plans, and Chapter 3, Guidelines for Writing a CSPP. The airport operator may develop the CSPP internally or have a consultant develop the CSPP for approval by the airport operator. For tenant sponsored projects, approve a CSPP developed by the tenant or its consultant.
- 1.4.2.2 Require, review and approve the SPCD by the contractor that indicates how it will comply with the CSPP and provides details that cannot be determined before contract award.
- 1.4.2.3 Convene a preconstruction meeting with the construction contractor, consultant, airport employees and, if appropriate, tenant sponsor and other tenants to review and discuss project safety before beginning construction activity. The appropriate FAA representatives should be invited to attend the meeting. See AC 150/5370-12, Quality Management for Federally Funded Airport Construction Projects. (Note “FAA” refers to the Airports Regional or District Office, the Air Traffic Organization, Flight Standards Service, and other offices that support airport operations, flight regulations, and construction/environmental policies.)
- 1.4.2.4 Ensure contact information is accurate for each representative/point of contact identified in the CSPP and SPCD.
- 1.4.2.5 Hold weekly or, if necessary, daily safety meetings with all affected parties to coordinate activities.
- 1.4.2.6 Notify users, ARFF personnel, and FAA ATO personnel of construction and conditions that may adversely affect the operational safety of the airport via Notices to Airmen (NOTAM) and other methods, as appropriate. Convene a meeting for review and discussion if necessary.
- 1.4.2.7 Ensure construction personnel know applicable airport procedures and changes to those procedures that may affect their work.
- 1.4.2.8 Ensure that all temporary construction signs are located per the scheduled list for each phase of the project.
- 1.4.2.9 Ensure construction contractors and subcontractors undergo training required by the CSPP and SPCD.
- 1.4.2.10 Ensure vehicle and pedestrian operations addressed in the CSPP and SPCD are coordinated with airport tenants, the airport traffic control tower (ATCT), and construction contractors.
- 1.4.2.11 At certificated airports, ensure each CSPP and SPCD is consistent with Part 139.

- 1.4.2.12 Conduct inspections sufficiently frequently to ensure construction contractors and tenants comply with the CSPP and SPCD and that there are no altered construction activities that could create potential safety hazards.
 - 1.4.2.13 Take immediate action to resolve safety deficiencies.
 - 1.4.2.14 At airports subject to 49 CFR Part 1542, *Airport Security*, ensure construction access complies with the security requirements of that regulation.
 - 1.4.2.15 Notify appropriate parties when conditions exist that invoke provisions of the CSPP and SPCD (for example, implementation of low-visibility operations).
 - 1.4.2.16 Ensure prompt submittal of a Notice of Proposed Construction or Alteration (Form 7460-1) for conducting an aeronautical study of potential obstructions such as tall equipment (cranes, concrete pumps, other), stock piles, and haul routes. A separate form may be filed for each potential obstruction, or one form may be filed describing the entire construction area and maximum equipment height. In the latter case, a separate form must be filed for any object beyond or higher than the originally evaluated area/height. The FAA encourages online submittal of forms for expediency at <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>. The appropriate FAA Airports Regional or District Office can provide assistance in determining which objects require an aeronautical study.
 - 1.4.2.17 Ensure prompt transmission of the Airport Sponsor Strategic Event Submission, FAA Form 6000-26, located at https://oeaaa.faa.gov/oeaaa/external/content/AIRPORT_SPONSOR_STRATEGIC_EVENT_SUBMISSION_FORM.pdf, to assure proper coordination for NAS Strategic Interruption per Service Level Agreement with ATO.
 - 1.4.2.18 Promptly notify the FAA Airports Regional or District Office of any proposed changes to the CSPP prior to implementation of the change. Changes to the CSPP require review and approval by the airport operator and the FAA. The FAA Airports Regional or District office will determine if further coordination within the FAA is needed. Coordinate with appropriate local and other federal government agencies, such as Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), Transportation Security Administration (TSA), and the state environmental agency.
- 1.4.3 Define Construction Contractor's Responsibilities.
- The contractor is responsible for complying with the CSPP and SPCD. The contractor must:

- 1.4.3.1 Submit a Safety Plan Compliance Document (SPCD) to the airport operator describing how it will comply with the requirements of the CSPP and supply any details that could not be determined before contract award. The SPCD must include a certification statement by the contractor, indicating an understanding of the operational safety requirements of the CSPP and the assertion of compliance with the approved CSPP and SPCD unless written approval is granted by the airport operator. Any construction practice proposed by the contractor that does not conform to the CSPP and SPCD may impact the airport's operational safety and will require a revision to the CSPP and SPCD and re-coordination with the airport operator and the FAA in advance.
- 1.4.3.2 Have available at all times copies of the CSPP and SPCD for reference by the airport operator and its representatives, and by subcontractors and contractor employees.
- 1.4.3.3 Ensure that construction personnel are familiar with safety procedures and regulations on the airport. Provide a point of contact who will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the airport. Many projects will require 24-hour coverage.
- 1.4.3.4 Identify in the SPCD the contractor's on-site employees responsible for monitoring compliance with the CSPP and SPCD during construction. At least one of these employees must be on-site when active construction is taking place.
- 1.4.3.5 Conduct sufficient inspections to ensure construction personnel comply with the CSPP and SPCD and that there are no altered construction activities that could create potential safety hazards.
- 1.4.3.6 Restrict movement of construction vehicles and personnel to permitted construction areas by flagging, barricading, erecting temporary fencing, or providing escorts, as appropriate, and as specified in the CSPP and SPCD.
- 1.4.3.7 Ensure that no contractor employees, employees of subcontractors or suppliers, or other persons enter any part of the air operations area (AOA) from the construction site unless authorized.
- 1.4.3.8 Ensure prompt submittal through the airport operator of Form 7460-1 for the purpose of conducting an aeronautical study of contractor equipment such as tall equipment (cranes, concrete pumps, and other equipment), stock piles, and haul routes when different from cases previously filed by the airport operator. The FAA encourages online submittal of forms for expediency at <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>.

- 1.4.3.9 Ensure that all necessary safety mitigations are understood by all parties involved, and any special requirements of each construction phase will be fulfilled per the approved timeframe.
- 1.4.3.10 Participate in pre-construction meetings to review construction limits, safety mitigations, NOTAMs, and understand all special airport operational needs during each phase of the project.

1.4.4 Define Tenant's Responsibilities.

If planning construction activities on leased property, Airport tenants, such as airline operators, fixed base operators, and FAA ATO/Technical Operations sponsoring construction are strongly encouraged to:

1. Develop, or have a consultant develop, a project specific CSPP and submit it to the airport operator. The airport operator may forgo a complete CSPP submittal and instead incorporate appropriate operational safety principles and measures addressed in the advisory circular within their tenant lease agreements.
2. In coordination with its contractor, develop an SPCD and submit it to the airport operator for approval issued prior to issuance of a Notice to Proceed.
3. Ensure that construction personnel are familiar with safety procedures and regulations on the airport during all phases of the construction.
4. Provide a point of contact of who will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the airport.
5. Identify in the SPCD the contractor's on-site employees responsible for monitoring compliance with the CSPP and SPCD during construction. At least one of these employees must be on-site when active construction is taking place.
6. Ensure that no tenant or contractor employees, employees of subcontractors or suppliers, or any other persons enter any part of the AOA from the construction site unless authorized.
7. Restrict movement of construction vehicles to construction areas by flagging and barricading, erecting temporary fencing, or providing escorts, as appropriate, as specified in the CSPP and SPCD.
8. Ensure prompt submittal through the airport operator of Form 7460-1 for conducting an aeronautical study of contractor equipment such as tall equipment (cranes, concrete pumps, other), stock piles, and haul routes. The FAA encourages online submittal of forms for expediency at <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>.
9. Participate in pre-construction meetings to review construction limits, safety mitigations, NOTAMs, and understand all special airport operational needs during each phase of the project.

CHAPTER 2. CONSTRUCTION SAFETY AND PHASING PLANS

2.1 Overview.

Aviation safety is the primary consideration at airports, especially during construction. The airport operator's CSPP and the contractor's Safety Plan Compliance Document (SPCD) are the primary tools to ensure safety compliance when coordinating construction activities with airport operations. These documents identify all aspects of the construction project that pose a potential safety hazard to airport operations and outline respective mitigation procedures for each hazard. They must provide information necessary for the Airport Operations department to conduct airfield inspections and expeditiously identify and correct unsafe conditions during construction. All aviation safety provisions included within the project drawings, contract specifications, and other related documents must also be reflected in the CSPP and SPCD.

2.2 Assume Responsibility.

Operational safety on the airport remains the airport operator's responsibility at all times. The airport operator must develop, certify, and submit for FAA approval each CSPP. It is the airport operator's responsibility to apply the requirements of the FAA approved CSPP. The airport operator must revise the CSPP when conditions warrant changes and must submit the revised CSPP to the FAA for approval. The airport operator must also require and approve a SPCD from the project contractor.

2.3 Submit the CSPP.

Construction Safety and Phasing Plans should be developed concurrently with the project design. Milestone versions of the CSPP should be submitted for review and approval as follows. While these milestones are not mandatory, early submission will help to avoid delays. Submittals are preferred in 8.5 × 11 inch or 11 × 17 inch format for compatibility with the FAA's Obstruction Evaluation / Airport Airspace Analysis (OE / AAA) process.

2.3.1 Submit an Outline/Draft.

By the time approximately 25% to 30% of the project design is completed, the principal elements of the CSPP should be established. Airport operators are encouraged to submit an outline or draft, detailing all CSPP provisions developed to date, to the FAA for review at this stage of the project design.

2.3.2 Submit a CSPP.

The CSPP should be formally submitted for FAA approval when the project design is 80 percent to 90 percent complete. Since provisions in the CSPP will influence contract costs, it is important to obtain FAA approval in time to include all such provisions in the procurement contract.

2.3.3 Submit an SPCD.

The contractor should submit the SPCD to the airport operator for approval to be issued prior to the Notice to Proceed.

2.3.4 Submit CSPP Revisions.

All revisions to a previously approved CSPP must be re-submitted to the FAA for review and approval/disapproval action.

2.4 **Meet CSPP Requirements.**

2.4.1 To the extent possible, the CSPP should address the following as outlined in Chapter 3, Guidelines for Writing a CSPP. Details that cannot be determined at this stage are to be included in the SPCD.

1. Coordination.
 - a. Contractor progress meetings.
 - b. Scope or schedule changes.
 - c. FAA ATO coordination.
2. Phasing.
 - a. Phase elements.
 - b. Construction safety drawings.
3. Areas and operations affected by the construction activity.
 - a. Identification of affected areas.
 - b. Mitigation of effects.
4. Protection of navigation aids (NAVAIDs).
5. Contractor access.
 - a. Location of stockpiled construction materials.
 - b. Vehicle and pedestrian operations.
6. Wildlife management.
 - a. Trash.
 - b. Standing water.
 - c. Tall grass and seeds.
 - d. Poorly maintained fencing and gates.
 - e. Disruption of existing wildlife habitat.
7. Foreign Object Debris (FOD) management.
8. Hazardous materials (HAZMAT) management.
9. Notification of construction activities.

- a. Maintenance of a list of responsible representatives/ points of contact.
 - b. NOTAM.
 - c. Emergency notification procedures.
 - d. Coordination with ARFF Personnel.
 - e. Notification to the FAA.
10. Inspection requirements.
- a. Daily (or more frequent) inspections.
 - b. Final inspections.
11. Underground utilities.
12. Penalties.
13. Special conditions.
14. Runway and taxiway visual aids. Marking, lighting, signs, and visual NAVAIDs.
- a. General.
 - b. Markings.
 - c. Lighting and visual NAVAIDs.
 - d. Signs, temporary, including orange construction signs, and permanent signs.
15. Marking and signs for access routes.
16. Hazard marking and lighting.
- a. Purpose.
 - b. Equipment.
17. Work zone lighting for nighttime construction (if applicable).
18. Protection of runway and taxiway safety areas, object free areas, obstacle free zones, and approach/departure surfaces.
- a. Runway Safety Area (RSA).
 - b. Runway Object Free Area (ROFA).
 - c. Taxiway Safety Area (TSA). Provide details for any adjustments to Taxiway Safety Area width to allow continued operation of smaller aircraft. See paragraph 2.22.3.
 - d. Taxiway Object Free Area (TOFA). Provide details for any continued aircraft operations while construction occurs within the TOFA. See paragraph 2.22.4.
 - e. Obstacle Free Zone (OFZ).
 - f. Runway approach/departure surfaces.
19. Other limitations on construction.
- a. Prohibitions.

b. Restrictions.

2.4.2 The Safety Plan Compliance Document (SPCD) should include a general statement by the construction contractor that he/she has read and will abide by the CSPP. In addition, the SPCD must include all supplemental information that could not be included in the CSPP prior to the contract award. The contractor statement should include the name of the contractor, the title of the project CSPP, the approval date of the CSPP, and a reference to any supplemental information (that is, “I, (Name of Contractor), have read the (Title of Project) CSPP, approved on (Date), and will abide by it as written and with the following additions as noted:”). The supplemental information in the SPCD should be written to match the format of the CSPP indicating each subject by corresponding CSPP subject number and title. If no supplemental information is necessary for any specific subject, the statement, “No supplemental information,” should be written after the corresponding subject title. The SPCD should not duplicate information in the CSPP:

1. Coordination. Discuss details of proposed safety meetings with the airport operator and with contractor employees and subcontractors.
2. Phasing. Discuss proposed construction schedule elements, including:
 - a. Duration of each phase.
 - b. Daily start and finish of construction, including “night only” construction.
 - c. Duration of construction activities during:
 - i. Normal runway operations.
 - ii. Closed runway operations.
 - iii. Modified runway “Aircraft Reference Code” usage.
3. Areas and operations affected by the construction activity. These areas and operations should be identified in the CSPP and should not require an entry in the SPCD.
4. Protection of NAVAIDs. Discuss specific methods proposed to protect operating NAVAIDs.
5. Contractor access. Provide the following:
 - a. Details on how the contractor will maintain the integrity of the airport security fence (gate guards, daily log of construction personnel, and other).
 - b. Listing of individuals requiring driver training (for certificated airports and as requested).
 - c. Radio communications.
 - i. Types of radios and backup capabilities.
 - ii. Who will be monitoring radios.
 - iii. Who to contact if the ATCT cannot reach the contractor’s designated person by radio.

- d. Details on how the contractor will escort material delivery vehicles.
- 6. Wildlife management. Discuss the following:
 - a. Methods and procedures to prevent wildlife attraction.
 - b. Wildlife reporting procedures.
- 7. Foreign Object Debris (FOD) management. Discuss equipment and methods for control of FOD, including construction debris and dust.
- 8. Hazardous Materials (HAZMAT) management. Discuss equipment and methods for responding to hazardous spills.
- 9. Notification of construction activities. Provide the following:
 - a. Contractor points of contact.
 - b. Contractor emergency contact.
 - c. Listing of tall or other requested equipment proposed for use on the airport and the timeframe for submitting 7460-1 forms not previously submitted by the airport operator.
 - d. Batch plant details, including 7460-1 submittal.
- 10. Inspection requirements. Discuss daily (or more frequent) inspections and special inspection procedures.
- 11. Underground utilities. Discuss proposed methods of identifying and protecting underground utilities.
- 12. Penalties. Penalties should be identified in the CSPP and should not require an entry in the SPCD.
- 13. Special conditions. Discuss proposed actions for each special condition identified in the CSPP.
- 14. Runway and taxiway visual aids. Including marking, lighting, signs, and visual NAVAIDs. Discuss proposed visual aids including the following:
 - a. Equipment and methods for covering signage and airfield lights.
 - b. Equipment and methods for temporary closure markings (paint, fabric, other).
 - c. Temporary orange construction signs.
 - d. Types of temporary Visual Guidance Slope Indicators (VGSI).
- 15. Marking and signs for access routes. Discuss proposed methods of demarcating access routes for vehicle drivers.
- 16. Hazard marking and lighting. Discuss proposed equipment and methods for identifying excavation areas.
- 17. Work zone lighting for nighttime construction (if applicable). Discuss proposed equipment, locations, aiming, and shielding to prevent interference with air traffic control and aircraft operations.

18. Protection of runway and taxiway safety areas, object free areas, obstacle free zones, and approach/departure surfaces. Discuss proposed methods of identifying, demarcating, and protecting airport surfaces including:
 - a. Equipment and methods for maintaining Taxiway Safety Area standards.
 - b. Equipment and methods to ensure the safe passage of aircraft where Taxiway Safety Area or Taxiway Object Free Area standards cannot be maintained.
 - c. Equipment and methods for separation of construction operations from aircraft operations, including details of barricades.
19. Other limitations on construction should be identified in the CSPP and should not require an entry in the SPCD.

2.5 **Coordination.**

Airport operators, or tenants responsible for design, bidding and conducting construction on their leased properties, should ensure at all project developmental stages, such as predesign, prebid, and preconstruction conferences, they capture the subject of airport operational safety during construction (see [AC 150/5370-12, *Quality Management for Federally Funded Airport Construction Projects*](#)). In addition, the following should be coordinated as required:

2.5.1 Progress Meetings.

Operational safety should be a standing agenda item for discussion during progress meetings throughout the project developmental stages.

2.5.2 Scope or Schedule Changes.

Changes in the scope or duration at any of the project stages may require revisions to the CSPP and review and approval by the airport operator and the FAA (see paragraph [1.4.2.17](#)).

2.5.3 FAA ATO Coordination.

Early coordination with FAA ATO is highly recommended during the design phase and is required for scheduling Technical Operations shutdowns prior to construction. Coordination is critical to restarts of NAVAID services and to the establishment of any special procedures for the movement of aircraft. Formal agreements between the airport operator and appropriate FAA offices are recommended. All relocation or adjustments to NAVAIDs, or changes to final grades in critical areas, should be coordinated with FAA ATO and may require an FAA flight inspection prior to restarting the facility. Flight inspections must be coordinated and scheduled well in advance of the intended facility restart. Flight inspections may require a reimbursable agreement between the airport operator and FAA ATO. Reimbursable agreements should be coordinated a minimum of 12 months prior to the start of construction. (See paragraph [2.13.5.3.2](#) for required FAA notification regarding FAA-owned NAVAIDs.)

2.6 **Phasing.**

Once it has been determined what types and levels of airport operations will be maintained, the most efficient sequence of construction may not be feasible. In this case, the sequence of construction may be phased to gain maximum efficiency while allowing for the required operations. The development of the resulting construction phases should be coordinated with local Air Traffic personnel and airport users. The sequenced construction phases established in the CSPP must be incorporated into the project design and must be reflected in the contract drawings and specifications.

2.6.1 Phase Elements.

For each phase the CSPP should detail:

- Areas closed to aircraft operations.
- Duration of closures.
- Taxi routes and/or areas of reduced TSA and TOFA to reflect reduced ADG use.
- ARFF access routes.
- Construction staging, disposal, and cleanout areas.
- Construction access and haul routes.
- Impacts to NAVAIDs.
- Lighting, marking, and signing changes.
- Available runway length and/or reduced RSA and ROFA to reflect reduced ADG use.
- Declared distances (if applicable).
- Required hazard marking, lighting, and signing.
- Work zone lighting for nighttime construction (if applicable).
- Lead times for required notifications.

2.6.2 Construction Safety Drawings.

Drawings specifically indicating operational safety procedures and methods in affected areas (i.e., construction safety drawings) should be developed for each construction phase. Such drawings should be included in the CSPP as referenced attachments and should also be included in the contract drawing package.

2.7 **Areas and Operations Affected by Construction Activity.**

Runways and taxiways should remain in use by aircraft to the maximum extent possible without compromising safety. Pre-meetings with the FAA ATO will support operational simulations. See [Appendix E](#) for an example of a table showing temporary operations versus current operations. The tables in [Appendix E](#) can be useful for coordination among all interested parties, including FAA Lines of Business.

2.7.1 Identification of Affected Areas.

Identifying areas and operations affected by the construction helps to determine possible safety problems. The affected areas should be identified in the construction safety drawings for each construction phase. (See paragraph 2.6.2.) Of particular concern are:

2.7.1.1 **Closing, or Partial Closing, of Runways, Taxiways and Aprons, and Displaced Thresholds.**

When a runway is partially closed, a portion of the pavement is unavailable for any aircraft operation, meaning taxiing, landing, or takeoff in either direction on that pavement is prohibited. A displaced threshold, by contrast, is established to ensure obstacle clearance and adequate safety area for landing aircraft. The pavement prior to the displaced threshold is normally available for take-off in the direction of the displacement and for landing and takeoff in the opposite direction. Misunderstanding this difference, may result in issuance of an inaccurate NOTAM, and can lead to a hazardous condition.

2.7.1.1.1 Partially Closed Runways.

The temporarily closed portion of a partially closed runway will generally extend from the threshold to a taxiway that may be used for entering and exiting the runway. If the closed portion extends to a point between taxiways, pilots will have to back-taxi on the runway, which is an undesirable operation. See Figure 2-1 for a desirable configuration.

2.7.1.1.2 Displaced Thresholds.

Since the portion of the runway pavement between the permanent threshold and a standard displaced threshold is available for takeoff and for landing in the opposite direction, the temporary displaced threshold need not be located at an entrance/exit taxiway. See Figure 2-2.

2.7.1.2 Closing of aircraft rescue and fire fighting access routes.

2.7.1.3 Closing of access routes used by airport and airline support vehicles.

2.7.1.4 Interruption of utilities, including water supplies for fire fighting.

2.7.1.5 Approach/departure surfaces affected by heights of objects.

2.7.1.6 Construction areas, storage areas, and access routes near runways, taxiways, aprons, or helipads.

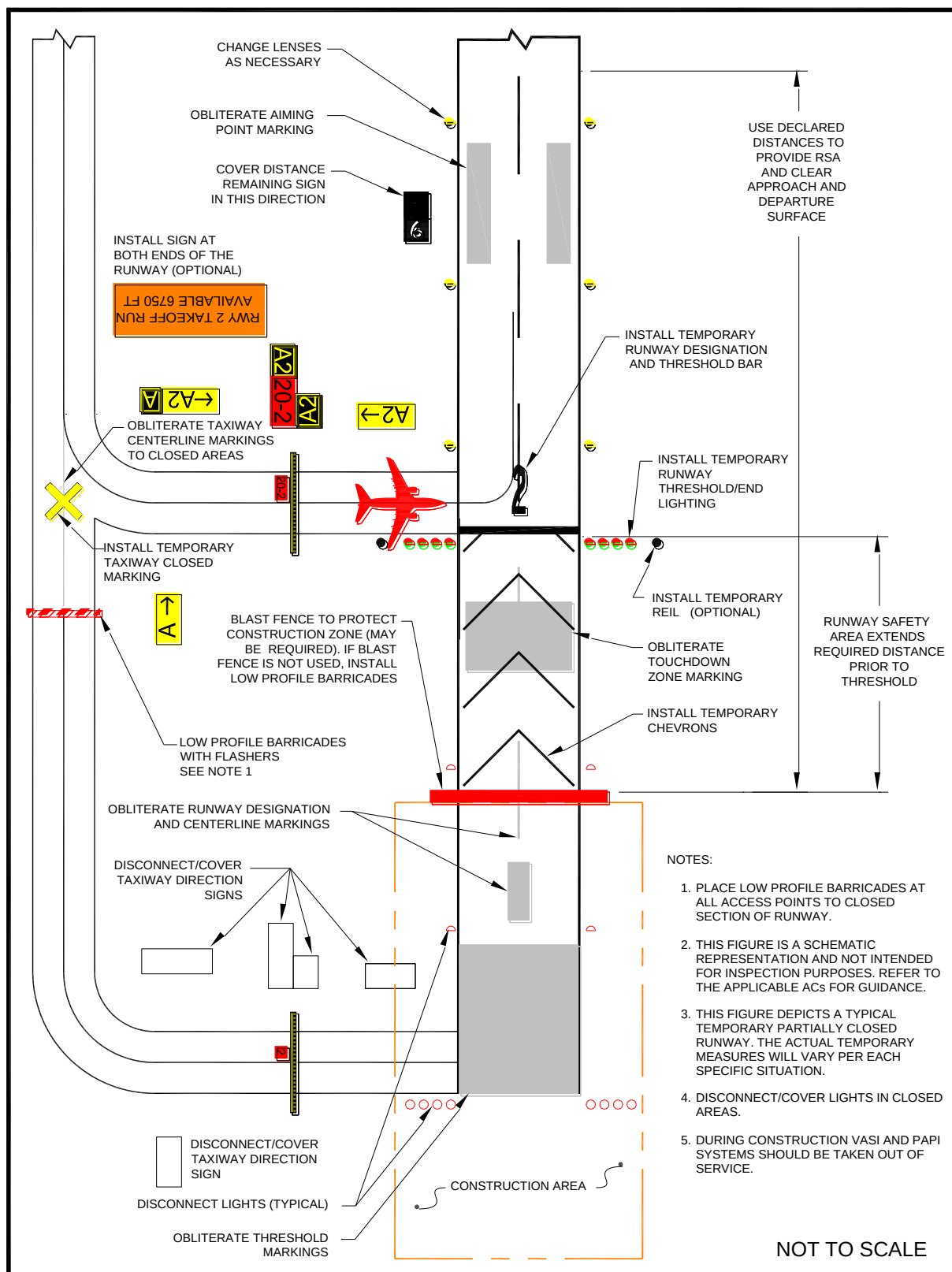
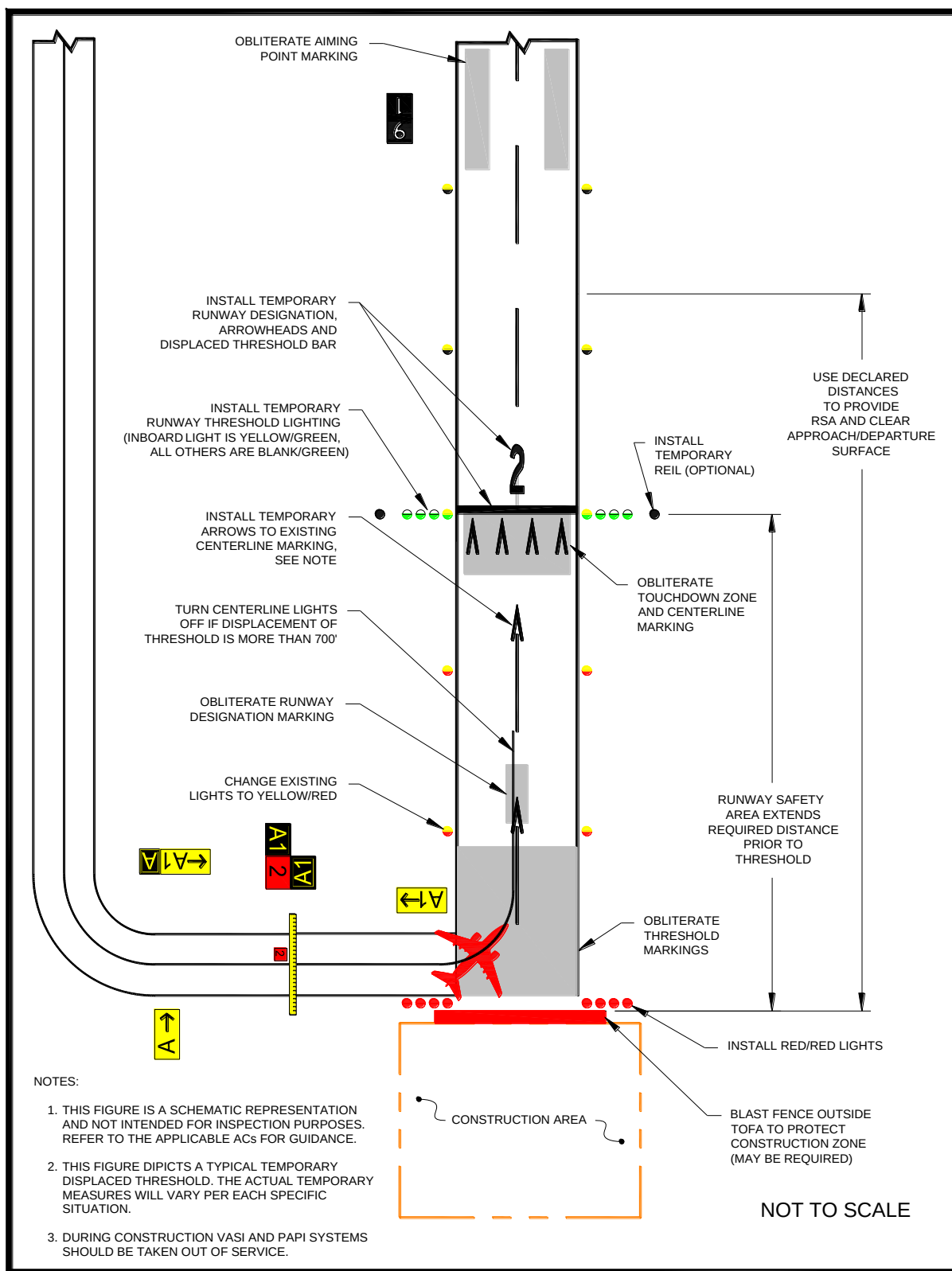
Figure 2-1. Temporary Partially Closed Runway

Figure 2-2. Temporary Displaced Threshold

Note: See paragraph 2.18.2.5.

2.7.2 Mitigation of Effects.

Establishment of specific procedures is necessary to maintain the safety and efficiency of airport operations. The CSPP must address:

- 2.7.2.1 Temporary changes to runway and/or taxi operations.
- 2.7.2.2 Detours for ARFF and other airport vehicles.
- 2.7.2.3 Maintenance of essential utilities.
- 2.7.2.4 Temporary changes to air traffic control procedures. Such changes must be coordinated with the ATO.

2.8 **Navigation Aid (NAVAID) Protection.**

Before commencing construction activity, parking vehicles, or storing construction equipment and materials near a NAVAID, coordinate with the appropriate FAA ATO/Technical Operations office to evaluate the effect of construction activity and the required distance and direction from the NAVAID. (See paragraph 2.13.5.3.) Construction activities, materials/equipment storage, and vehicle parking near electronic NAVAIDs require special consideration since they may interfere with signals essential to air navigation. If any NAVAID may be affected, the CSPP and SPCD must show an understanding of the “critical area” associated with each NAVAID and describe how it will be protected. Where applicable, the operational critical areas of NAVAIDs should be graphically delineated on the project drawings. Pay particular attention to stockpiling material, as well as to movement and parking of equipment that may interfere with line of sight from the ATCT or with electronic emissions. Interference from construction equipment and activities may require NAVAID shutdown or adjustment of instrument approach minimums for low visibility operations. This condition requires that a NOTAM be filed (see paragraph 2.13.2.). Construction activities and materials/equipment storage near a NAVAID must not obstruct access to the equipment and instruments for maintenance. Submittal of a 7460-1 form is required for construction vehicles operating near FAA NAVAIDs. (See paragraph 2.13.5.3.)

2.9 **Contractor Access.**

The CSPP must detail the areas to which the contractor must have access, and explain how contractor personnel will access those areas. Specifically address:

2.9.1 Location of Stockpiled Construction Materials.

Stockpiled materials and equipment storage are not permitted within the RSA and OFZ, and if possible should not be permitted within the Object Free Area (OFA) of an operational runway. Stockpiling material in the OFA requires submittal of a 7460-1 form and justification provided to the appropriate FAA Airports Regional or District Office for approval. The airport operator must ensure that stockpiled materials and equipment adjacent to these areas are prominently marked and lighted during hours of restricted visibility or darkness. (See paragraph 2.18.2.) This includes determining and

verifying that materials are stabilized and stored at an approved location so as not to be a hazard to aircraft operations and to prevent attraction of wildlife and foreign object damage from blowing or tracked material. See paragraphs 2.10 and 2.11.

2.9.2 Vehicle and Pedestrian Operations.

The CSPP should include specific vehicle and pedestrian requirements. Vehicle and pedestrian access routes for airport construction projects must be controlled to prevent inadvertent or unauthorized entry of persons, vehicles, or animals onto the AOA. The airport operator should coordinate requirements for vehicle operations with airport tenants, contractors, and the FAA air traffic manager. In regard to vehicle and pedestrian operations, the CSPP should include the following, with associated training requirements:

2.9.2.1 **Construction Site Parking.**

Designate in advance vehicle parking areas for contractor employees to prevent any unauthorized entry of persons or vehicles onto the AOA. These areas should provide reasonable contractor employee access to the job site.

2.9.2.2 **Construction Equipment Parking.**

Contractor employees must park and service all construction vehicles in an area designated by the airport operator outside the OFZ and never in the safety area of an active runway or taxiway. Unless a complex setup procedure makes movement of specialized equipment infeasible, inactive equipment must not be parked on a closed taxiway or runway. If it is necessary to leave specialized equipment on a closed taxiway or runway at night, the equipment must be well lighted. Employees should also park construction vehicles outside the OFA when not in use by construction personnel (for example, overnight, on weekends, or during other periods when construction is not active). Parking areas must not obstruct the clear line of sight by the ATCT to any taxiways or runways under air traffic control nor obstruct any runway visual aids, signs, or navigation aids. The FAA must also study those areas to determine effects on airport design criteria, surfaces established by 14 CFR Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace (Part 77), and on NAVAIDs and Instrument Approach Procedures (IAP). See paragraph 2.13.1 for further information.

2.9.2.3 **Access and Haul Roads.**

Determine the construction contractor's access to the construction sites and haul roads. Do not permit the construction contractor to use any access or haul roads other than those approved. Access routes used by contractor vehicles must be clearly marked to prevent inadvertent entry to areas open to airport operations. Pay special attention to ensure that if construction traffic is to share or cross any ARFF routes that ARFF right of way is not impeded at any time, and that construction traffic on haul

roads does not interfere with NAVAIDs or approach surfaces of operational runways. Address whether access gates will be blocked or inoperative or if a rally point will be blocked or inaccessible.

- 2.9.2.4 Marking and lighting of vehicles in accordance with AC 150/5210-5, *Painting, Marking, and Lighting of Vehicles Used on an Airport*.
- 2.9.2.5 Description of proper vehicle operations on various areas under normal, lost communications, and emergency conditions.
- 2.9.2.6 Required escorts.
- 2.9.2.7 **Training Requirements for Vehicle Drivers to Ensure Compliance with the Airport Operator's Vehicle Rules and Regulations.**

Specific training should be provided to vehicle operators, including those providing escorts. See AC 150/5210-20, *Ground Vehicle Operations on Airports*, for information on training and records maintenance requirements.
- 2.9.2.8 **Situational Awareness.**

Vehicle drivers must confirm by personal observation that no aircraft is approaching their position (either in the air or on the ground) when given clearance to cross a runway, taxiway, or any other area open to airport operations. In addition, it is the responsibility of the escort vehicle driver to verify the movement/position of all escorted vehicles at any given time. At non-towered airports, all aircraft movements and flight operations rely on aircraft operators to self-report their positions and intentions. However, there is no requirement for an aircraft to have radio communications. Because aircraft do not always broadcast their positions or intentions, visual checking, radio monitoring, and situational awareness of the surroundings is critical to safety.
- 2.9.2.9 **Two-Way Radio Communication Procedures.**
- 2.9.2.9.1 General.

The airport operator must ensure that tenant and construction contractor personnel engaged in activities involving unescorted operation on aircraft movement areas observe the proper procedures for communications, including using appropriate radio frequencies at airports with and without ATCT. When operating vehicles on or near open runways or taxiways, construction personnel must understand the critical importance of maintaining radio contact, as directed by the airport operator, with:

 1. Airport operations
 2. ATCT

3. Common Traffic Advisory Frequency (CTAF), which may include UNICOM, MULTICOM.
4. Automatic Terminal Information Service (ATIS). This frequency is useful for monitoring conditions on the airport. Local air traffic will broadcast information regarding construction related runway closures and “shortened” runways on the ATIS frequency.

2.9.2.9.2 Areas Requiring Two-Way Radio Communication with the ATCT.

Vehicular traffic crossing active movement areas must be controlled either by two-way radio with the ATCT, escort, flagman, signal light, or other means appropriate for the particular airport.

2.9.2.9.3 Frequencies to be Used.

The airport operator will specify the frequencies to be used by the contractor, which may include the CTAF for monitoring of aircraft operations. Frequencies may also be assigned by the airport operator for other communications, including any radio frequency in compliance with Federal Communications Commission requirements. At airports with an ATCT, the airport operator will specify the frequency assigned by the ATCT to be used between contractor vehicles and the ATCT.

2.9.2.9.4 Proper radio usage, including read back requirements.

2.9.2.9.5 Proper phraseology, including the International Phonetic Alphabet.

2.9.2.9.6 Light Gun Signals.

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

2.9.2.10 **Maintenance of the secured area of the airport, including:**

2.9.2.10.1 Fencing and Gates.

Airport operators and contractors must take care to maintain security during construction when access points are created in the security fencing to permit the passage of construction vehicles or personnel. Temporary gates should be equipped so they can be securely closed and locked to prevent access by animals and unauthorized people. Procedures should be in place to ensure that only authorized persons and vehicles have access to the AOA and to prohibit “piggybacking” behind another person or vehicle. The Department of Transportation (DOT) document DOT/FAA/AR-

00/52, *Recommended Security Guidelines for Airport Planning and Construction*, provides more specific information on fencing. A copy of this document can be obtained from the Airport Consultants Council, Airports Council International, or American Association of Airport Executives.

2.9.2.10.2 Badging Requirements.

Airports subject to 49 CFR Part 1542, *Airport Security*, must meet standards for access control, movement of ground vehicles, and identification of construction contractor and tenant personnel.

2.10 **Wildlife Management.**

The CSPP and SPCD must be in accordance with the airport operator's wildlife hazard management plan, if applicable. See AC 150/5200-33, *Hazardous Wildlife Attractants On or Near Airports*, and CertAlert 98-05, *Grasses Attractive to Hazardous Wildlife*. Construction contractors must carefully control and continuously remove waste or loose materials that might attract wildlife. Contractor personnel must be aware of and avoid construction activities that can create wildlife hazards on airports, such as:

2.10.1 Trash.

Food scraps must be collected from construction personnel activity.

2.10.2 Standing Water.

2.10.3 Tall Grass and Seeds.

Requirements for turf establishment can be at odds with requirements for wildlife control. Grass seed is attractive to birds. Lower quality seed mixtures can contain seeds of plants (such as clover) that attract larger wildlife. Seeding should comply with the guidance in AC 150/5370-10, *Standards for Specifying Construction of Airports*, Item T-901, Seeding. Contact the local office of the United States Department of Agriculture Soil Conservation Service or the State University Agricultural Extension Service (County Agent or equivalent) for assistance and recommendations. These agencies can also provide liming and fertilizer recommendations.

2.10.4 Poorly Maintained Fencing and Gates.

See paragraph 2.9.2.10.1.

2.10.5 Disruption of Existing Wildlife Habitat.

While this will frequently be unavoidable due to the nature of the project, the CSPP should specify under what circumstances (location, wildlife type) contractor personnel should immediately notify the airport operator of wildlife sightings.

2.11 Foreign Object Debris (FOD) Management.

Waste and loose materials, commonly referred to as FOD, are capable of causing damage to aircraft landing gears, propellers, and jet engines. Construction contractors must not leave or place FOD on or near active aircraft movement areas. Materials capable of creating FOD must be continuously removed during the construction project. Fencing (other than security fencing) or covers may be necessary to contain material that can be carried by wind into areas where aircraft operate. See AC 150/5210-24, *Foreign Object Debris (FOD) Management*.

2.12 Hazardous Materials (HAZMAT) Management.

Contractors operating construction vehicles and equipment on the airport must be prepared to expeditiously contain and clean-up spills resulting from fuel or hydraulic fluid leaks. Transport and handling of other hazardous materials on an airport also requires special procedures. See AC 150/5320-15, *Management of Airport Industrial Waste*.

2.13 Notification of Construction Activities.

The CSPP and SPCD must detail procedures for the immediate notification of airport users and the FAA of any conditions adversely affecting the operational safety of the airport. It must address the notification actions described below, as applicable.

2.13.1 List of Responsible Representatives/points of contact for all involved parties, and procedures for contacting each of them, including after hours.

2.13.2 NOTAMs.

Only the airport operator may initiate or cancel NOTAMs on airport conditions, and is the only entity that can close or open a runway. The airport operator must coordinate the issuance, maintenance, and cancellation of NOTAMs about airport conditions resulting from construction activities with tenants and the local air traffic facility (control tower, approach control, or air traffic control center), and must either enter the NOTAM into NOTAM Manager, or provide information on closed or hazardous conditions on airport movement areas to the FAA Flight Service Station (FSS) so it can issue a NOTAM. The airport operator must file and maintain a list of authorized representatives with the FSS. Refer to AC 150/5200-28, *Notices to Airmen (NOTAMs) for Airport Operators*, for a sample NOTAM form. Only the FAA may issue or cancel NOTAMs on shutdown or irregular operation of FAA owned facilities. Any person having reason to believe that a NOTAM is missing, incomplete, or inaccurate must notify the airport operator. See paragraph 2.7.1.1 about issuing NOTAMs for partially closed runways versus runways with displaced thresholds.

2.13.3 Emergency notification procedures for medical, fire fighting, and police response.

2.13.4 Coordination with ARFF.

The CSPP must detail procedures for coordinating through the airport sponsor with ARFF personnel, mutual aid providers, and other emergency services if construction requires:

1. The deactivation and subsequent reactivation of water lines or fire hydrants, or
2. The rerouting, blocking and restoration of emergency access routes, or
3. The use of hazardous materials on the airfield.

2.13.5 Notification to the FAA.

2.13.5.1 **Part 77.**

Any person proposing construction or alteration of objects that affect navigable airspace, as defined in Part 77, must notify the FAA. This includes construction equipment and proposed parking areas for this equipment (i.e., cranes, graders, other equipment) on airports. FAA Form 7460-1, *Notice of Proposed Construction or Alteration*, can be used for this purpose and submitted to the appropriate FAA Airports Regional or District Office. See Appendix A to download the form. Further guidance is available on the FAA web site at oeaaa.faa.gov.

2.13.5.2 **Part 157.**

With some exceptions, Title 14 CFR Part 157, *Notice of Construction, Alteration, Activation, and Deactivation of Airports*, requires that the airport operator notify the FAA in writing whenever a non-Federally funded project involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport. Notification involves submitting FAA Form 7480-1, *Notice of Landing Area Proposal*, to the nearest FAA Airports Regional or District Office. See Appendix A to download the form.

2.13.5.3 **NAVAIDs.**

For emergency (short-notice) notification about impacts to both airport owned and FAA owned NAVAIDs, contact: 866-432-2622.

2.13.5.3.1 Airport Owned/FAA Maintained.

If construction operations require a shutdown of 24 hours or greater in duration, or more than 4 hours daily on consecutive days, of a NAVAID owned by the airport but maintained by the FAA, provide a 45-day minimum notice to FAA ATO/Technical Operations prior to facility shutdown, using Strategic Event Coordination (SEC) Form 6000.26 contained within FAA Order 6000.15, *General Maintenance Handbook for National Airspace System (NAS) Facilities*.

2.13.5.3.2 FAA Owned.

1. The airport operator must notify the appropriate FAA ATO Service Area Planning and Requirements (P&R) Group a minimum of 45 days prior to implementing an event that causes impacts to NAVAIDs, using SEC Form 6000.26.
2. Coordinate work for an FAA owned NAVAID shutdown with the local FAA ATO/Technical Operations office, including any necessary reimbursable agreements and flight checks. Detail procedures that address unanticipated utility outages and cable cuts that could impact FAA NAVAIDs. Refer to active Service Level Agreement with ATO for specifics.

2.14 **Inspection Requirements.**

2.14.1 Daily Inspections.

Inspections should be conducted at least daily, but more frequently if necessary to ensure conformance with the CSPP. A sample checklist is provided in Appendix D, Construction Project Daily Safety Inspection Checklist. See also AC 150/5200-18, Airport Safety Self-Inspection. Airport operators holding a Part 139 certificate are required to conduct self-inspections during unusual conditions, such as construction activities, that may affect safe air carrier operations.

2.14.2 Interim Inspections.

Inspections should be conducted of all areas to be (re)opened to aircraft traffic to ensure the proper operation of lights and signs, for correct markings, and absence of FOD. The contractor should conduct an inspection of the work area with airport operations personnel. The contractor should ensure that all construction materials have been secured, all pavement surfaces have been swept clean, all transition ramps have been properly constructed, and that surfaces have been appropriately marked for aircraft to operate safely. Only if all items on the list meet with the airport operator's approval should the air traffic control tower be notified to open the area to aircraft operations. The contractor should be required to retain a suitable workforce and the necessary equipment at the work area for any last minute cleanup that may be requested by the airport operator prior to opening the area.

2.14.3 Final Inspections.

New runways and extended runway closures may require safety inspections at certificated airports prior to allowing air carrier service. Coordinate with the FAA Airport Certification Safety Inspector (ACSI) to determine if a final inspection will be necessary.

2.15 Underground Utilities.

The CSPP and/or SPCD must include procedures for locating and protecting existing underground utilities, cables, wires, pipelines, and other underground facilities in excavation areas. This may involve coordinating with public utilities and FAA ATO/Technical Operations. Note that “One Call” or “Miss Utility” services do not include FAA ATO/Technical Operations.

2.16 Penalties.

The CSPP should detail penalty provisions for noncompliance with airport rules and regulations and the safety plans (for example, if a vehicle is involved in a runway incursion). Such penalties typically include rescission of driving privileges or access to the AOA.

2.17 Special Conditions.

The CSPP must detail any special conditions that affect the operation of the airport and will require the activation of any special procedures (for example, low-visibility operations, snow removal, aircraft in distress, aircraft accident, security breach, Vehicle / Pedestrian Deviation (VPD) and other activities requiring construction suspension/resumption).

2.18 Runway and Taxiway Visual Aids.

This includes marking, lighting, signs, and visual NAVAIDs. The CSPP must ensure that areas where aircraft will be operating are clearly and visibly separated from construction areas, including closed runways. Throughout the duration of the construction project, verify that these areas remain clearly marked and visible at all times and that marking, lighting, signs, and visual NAVAIDs that are to continue to perform their functions during construction remain in place and operational. Visual NAVAIDs that are not serving their intended function during construction must be temporarily disabled, covered, or modified as necessary. The CSPP must address the following, as appropriate:

2.18.1 General.

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

2.18.2 Markings.

During the course of construction projects, temporary pavement markings are often required to allow for aircraft operations during or between work periods. During the design phase of the project, the designer should coordinate with the project manager,

airport operations, airport users, the FAA Airports project manager, and Airport Certification Safety Inspector for Part 139 airports to determine minimum temporary markings. The FAA Airports project manager will, wherever a runway is closed, coordinate with the appropriate FAA Flight Standards Office and disseminate findings to all parties. Where possible, the temporary markings on finish grade pavements should be placed to mirror the dimensions of the final markings. Markings must be in compliance with the standards of AC 150/5340-1, *Standards for Airport Markings*, except as noted herein. Runways and runway exit taxiways closed to aircraft operations are marked with a yellow X. The preferred visual aid to depict temporary runway closure is the lighted X signal placed on or near the runway designation numbers. (See paragraph 2.18.2.1.2.)

2.18.2.1 Closed Runways and Taxiways.

2.18.2.1.1 Permanently Closed Runways.

For runways, obliterate the threshold marking, runway designation marking, and touchdown zone markings, and place an X at each end and at 1,000-foot (300 m) intervals. For a multiple runway environment, if the lighted X on a designated number will be located in the RSA of an adjacent active runway, locate the lighted X farther down the closed runway to clear the RSA of the active runway. In addition, the closed runway numbers located in the RSA of an active runway must be marked with a flat yellow X.

2.18.2.1.2 Temporarily Closed Runways.

For runways that have been temporarily closed, place an X at each end of the runway directly on or as near as practicable to the runway designation numbers. For a multiple runway environment, if the lighted X on a designated number will be located in the RSA of an adjacent active runway, locate the lighted X farther down the closed runway to clear the RSA of the active runway. In addition, the closed runway numbers located in the RSA of an active runway must be marked with a flat yellow X. See Figure 2-3. See also paragraph 2.18.3.3.

2.18.2.1.3 Partially Closed Runways and Displaced Thresholds.

When threshold markings are needed to identify the temporary beginning of the runway that is available for landing, the markings must comply with AC 150/5340-1. An X is not used on a partially closed runway or a runway with a displaced threshold. See paragraph 2.7.1.1 for the difference between partially closed runways and runways with displaced thresholds. Because of the temporary nature of threshold displacement due to construction, it is not necessary to re-adjust the existing runway centerline markings to meet standard spacing for a runway with a visual approach. Some of the requirements below may be waived in the cases of low-activity airports and/or short duration changes that are measured in days rather than weeks. Consider whether the presence of an airport traffic

control tower allows for the development of special procedures. Contact the appropriate FAA Airports Regional or District Office for assistance.

Figure 2-3. Markings for a Temporarily Closed Runway

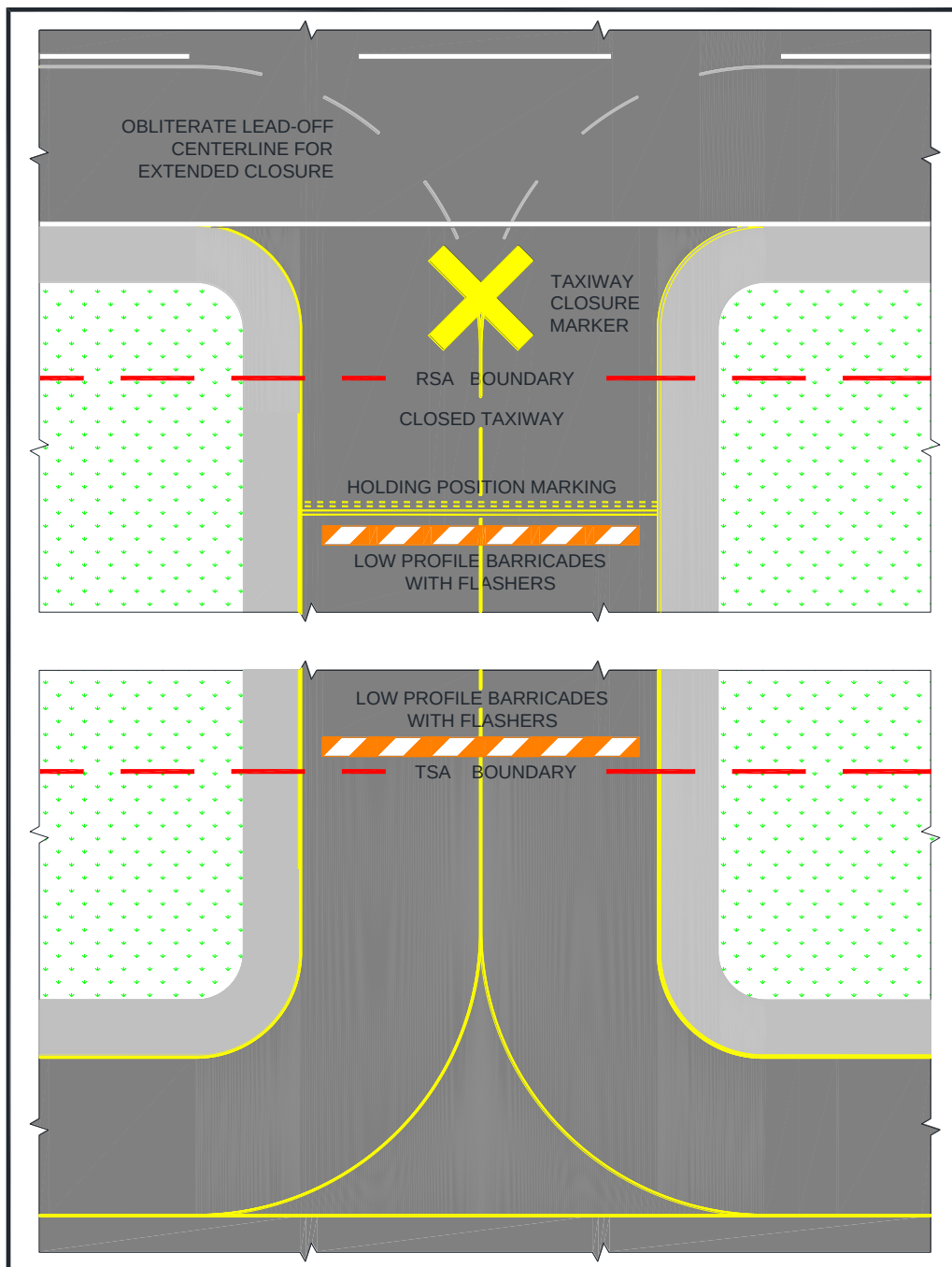


1. **Partially Closed Runways.** Pavement markings for temporary closed portions of the runway consist of a runway threshold bar, runway designation, and yellow chevrons to identify pavement areas that are unsuitable for takeoff or landing (see [AC 150/5340-1](#)). Obliterate or cover markings prior to the moved threshold. Existing touchdown zone markings beyond the moved threshold may remain in place. Obliterate aiming point markings. Issue appropriate NOTAMs regarding any nonstandard markings. See [Figure 2-4](#).
2. **Displaced Thresholds.** Pavement markings for a displaced threshold consist of a runway threshold bar, runway designation, and white arrowheads with and without arrow shafts. These markings are required to identify the portion of the runway before the displaced threshold to provide centerline guidance for pilots during approaches, takeoffs, and landing rollouts from the opposite direction. See [AC 150/5340-1](#). Obliterate markings prior to the displaced threshold. Existing touchdown zone markings beyond the displaced threshold may remain in place. Obliterate aiming point markings. Issue appropriate NOTAMs regarding any nonstandard markings. See [Figure 2-2](#).

2.18.2.1.4 Taxiways.

1. **Permanently Closed Taxiways.** AC 150/5300-13 Airport Design, notes that it is preferable to remove the pavement, but for pavement that is to remain, place an X at the entrance to both ends of the closed section. Obliterate taxiway centerline markings, including runway leadoff lines, leading to the closed taxiway. See Figure 2-4.

Figure 2-4. Temporary Taxiway Closure



2. **Temporarily Closed Taxiways.** Place barricades outside the safety area of intersecting taxiways. For runway/taxiway intersections, place an X at the entrance to the closed taxiway from the runway. If the taxiway will be closed for an extended period, obliterate taxiway centerline markings, including runway leadoff lines and taxiway to taxiway turns, leading to the closed section. Always obliterate runway lead-off lines for high speed exits, regardless of the duration of the closure. If the centerline markings will be reused upon reopening the taxiway, it is preferable to paint over the marking. This will result in less damage to the pavement when the upper layer of paint is ultimately removed. See Figure 2-4.

2.18.2.1.5 Temporarily Closed Airport.

When the airport is closed temporarily, mark all the runways as closed.

- 2.18.2.2 If unable to paint temporary markings on the pavement, construct them from any of the following materials: fabric, colored plastic, painted sheets of plywood, or similar materials. They must be properly configured and appropriately secured to prevent movement by prop wash, jet blast, or other wind currents. Items used to secure such markings must be of a color similar to the marking.

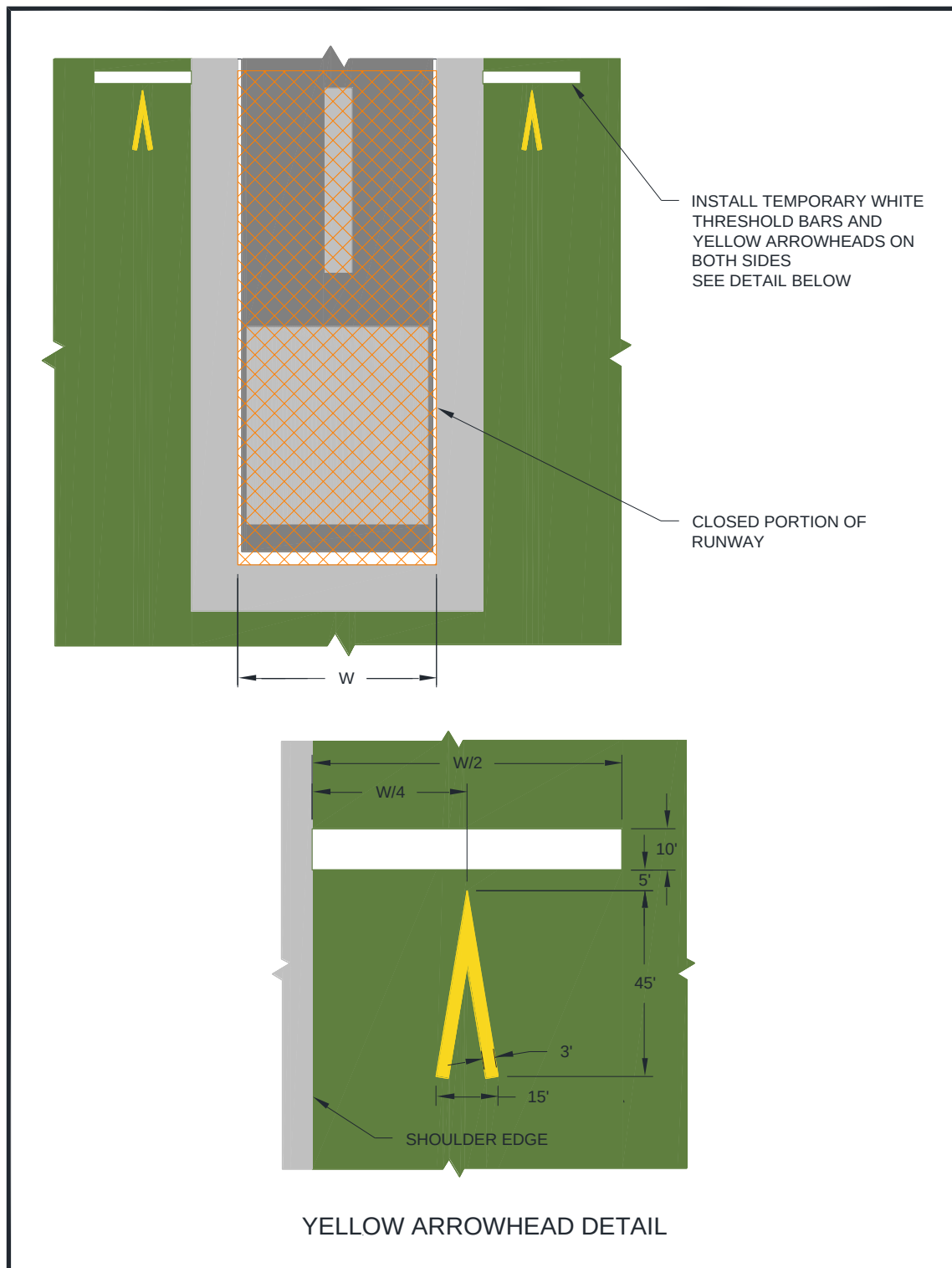
- 2.18.2.3 It may be necessary to remove or cover runway markings, including but not limited to, runway designation markings, threshold markings, centerline markings, edge stripes, touchdown zone markings and aiming point markings, depending on the length of construction and type of activity at the airport. When removing runway markings, apply the same treatment to areas between stripes or numbers, as the cleaned area will appear to pilots as a marking in the shape of the treated area.

- 2.18.2.4 If it is not possible to install threshold bars, chevrons, and arrows on the pavement, “temporary outboard white threshold bars and yellow arrowheads”, see Figure 2-5, may be used. Locate them outside of the runway pavement surface on both sides of the runway. The dimensions must be as shown in Figure 2-5. If the markings are not discernible on grass or snow, apply a black background with appropriate material over the ground to ensure they are clearly visible.

- 2.18.2.5 The application rate of paint to mark a short-term temporary runway and taxiway markings may deviate from the standard (see Item P-620, “Runway and Taxiway Painting,” in AC 150/5370-10), but the dimensions must meet the existing standards. When applying temporary markings at night, it is recommended that the fast curing, Type II paint be used to help offset the higher humidity and cooler temperatures often experienced at night. Diluting the paint will substantially increase cure time and is not recommended. Glass beads are not recommended for temporary markings. Striated markings may also be used for certain temporary markings. AC

150/5340-1, Standards for Airport Markings, has additional guidance on temporary markings.

Figure 2-5. Temporary Outboard White Threshold Bars and Yellow Arrowheads



2.18.3 Lighting and Visual NAVAIDs.

This paragraph refers to standard runway and taxiway lighting systems. See below for hazard lighting. Lighting installation must be in conformance with AC 150/5340-30, *Design and Installation Details for Airport Visual Aids*, and fixture design in conformance with AC 150/5345-50, *Specification for Portable Runway and Taxiway Lights*. When disconnecting runway and taxiway lighting fixtures, disconnect the associated isolation transformers. See AC 150/5340-26, *Maintenance of Airport Visual Aid Facilities*, for disconnect procedures and safety precautions. Alternately, cover the light fixture in such a way as to prevent light leakage. Avoid removing the lamp from energized fixtures because an excessive number of isolation transformers with open secondaries may damage the regulators and/or increase the current above its normal value. Secure, identify, and place any above ground temporary wiring in conduit to prevent electrocution and fire ignition sources. Maintain mandatory hold signs to operate normally in any situation where pilots or vehicle drivers could mistakenly be in that location. At towered airports certificated under Part 139, holding position signs are required to be illuminated on open taxiways crossing to closed or inactive runways. If the holding position sign is installed on the runway circuit for the closed runway, install a jumper to the taxiway circuit to provide power to the holding position sign for nighttime operations. Where it is not possible to maintain power to signs that would normally be operational, install barricades to exclude aircraft. Figure 2-1, Figure 2-2, Figure 2-3, and Figure 2-4 illustrate temporary changes to lighting and visual NAVAIDs.

2.18.3.1 **Permanently Closed Runways and Taxiways.**

For runways and taxiways that have been permanently closed, disconnect the lighting circuits.

2.18.3.2 **Temporarily Closed Runways and New Runways Not Yet Open to Air Traffic.**

If available, use a lighted X, both at night and during the day, placed at each end of the runway on or near the runway designation numbers facing the approach. (Note that the lighted X must be illuminated at all times that it is on a runway.) The use of a lighted X is required if night work requires runway lighting to be on. See AC 150/5345-55, *Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure*. For runways that have been temporarily closed, but for an extended period, and for those with pilot controlled lighting, disconnect the lighting circuits or secure switches to prevent inadvertent activation. For runways that will be opened periodically, coordinate procedures with the FAA air traffic manager or, at airports without an ATCT, the airport operator. Activate stop bars if available. Figure 2-6 shows a lighted X by day. Figure 2-7 shows a lighted X at night.

Figure 2-6. Lighted X in Daytime**Figure 2-7. Lighted X at Night**

2.18.3.3 **Partially Closed Runways and Displaced Thresholds.**

When a runway is partially closed, a portion of the pavement is unavailable for any aircraft operation, meaning taxiing and landing or taking off in either direction. A displaced threshold, by contrast, is put in place to ensure obstacle clearance by landing aircraft. The pavement prior to the displaced threshold is available for takeoff in the direction of the displacement, and for landing and takeoff in the opposite direction. Misunderstanding this difference and issuance of a subsequently inaccurate NOTAM can result in a hazardous situation. For both partially

closed runways and displaced thresholds, approach lighting systems at the affected end must be placed out of service.

2.18.3.3.1 Partially Closed Runways.

Disconnect edge and threshold lights on that part of the runway at and behind the threshold (that is, the portion of the runway that is closed). Alternately, cover the light fixtures in such a way as to prevent light leakage. See Figure 2-1.

2.18.3.3.2 Temporary Displaced Thresholds.

Edge lighting in the area of the displacement emits red light in the direction of approach and yellow light (white for visual runways) in the opposite direction. If the displacement is 700 feet or less, blank out centerline lights in the direction of approach or place the centerline lights out of service. If the displacement is over 700 feet, place the centerline lights out of service. See AC 150/5340-30 for details on lighting displaced thresholds. See Figure 2-2.

2.18.3.3.3 Temporary runway thresholds and runway ends must be lighted if the runway is lighted and it is the intended threshold for night landings or instrument meteorological conditions.

2.18.3.3.4 A temporary threshold on an unlighted runway may be marked by retroreflective, elevated markers in addition to markings noted in paragraph 2.18.2.1.3. Markers seen by aircraft on approach are green. Markers at the rollout end of the runway are red. At certificated airports, temporary elevated threshold markers must be mounted with a frangible fitting (see 14 CFR Part 139.309). At non-certificated airports, the temporary elevated threshold markings may either be mounted with a frangible fitting or be flexible. See AC 150/5345-39, Specification for L-853, Runway and Taxiway Retroreflective Markers.

2.18.3.3.5 Temporary threshold lights and runway end lights and related visual NAVAIDs are installed outboard of the edges of the full-strength pavement only when they cannot be installed on the pavement. They are installed with bases at grade level or as low as possible, but not more than 3 inch (7.6 cm) above ground. (The standard above ground height for airport lighting fixtures is 14 inches (35 cm)). When any portion of a base is above grade, place properly compacted fill around the base to minimize the rate of gradient change so aircraft can, in an emergency, cross at normal landing or takeoff speeds without incurring significant damage. See AC 150/5370-10.

2.18.3.3.6 Maintain threshold and edge lighting color and spacing standards as described in AC 150/5340-30. Battery powered, solar, or portable lights that meet the criteria in AC 150/5345-50 may be used. These systems are intended primarily for visual flight rules (VFR) aircraft operations but may

be used for instrument flight rules (IFR) aircraft operations, upon individual approval from the Flight Standards Division of the applicable FAA Regional Office.

- 2.18.3.3.7 When runway thresholds are temporarily displaced, reconfigure yellow lenses (caution zone), as necessary, and place the centerline lights out of service.
- 2.18.3.3.8 Relocate the Visual Glide Slope Indicator (VGSI), such as Visual Approach Slope Indicator (VASI) and Precision Approach Path Indicator (PAPI); other airport lights, such as Runway End Identifier Lights (REIL); and approach lights to identify the temporary threshold. Another option is to disable the VGSI or any equipment that would give misleading indications to pilots as to the new threshold location. Installation of temporary visual aids may be necessary to provide adequate guidance to pilots on approach to the affected runway. If the FAA owns and operates the VGSI, coordinate its installation or disabling with the local ATO/Technical Operations Office. Relocation of such visual aids will depend on the duration of the project and the benefits gained from the relocation, as this can result in great expense. See FAA JO 6850.2, *Visual Guidance Lighting Systems*, for installation criteria for FAA owned and operated NAVAIDs.
- 2.18.3.3.9 Issue a NOTAM to inform pilots of temporary lighting conditions.
- 2.18.3.4 **Temporarily Closed Taxiways.**
If possible, deactivate the taxiway lighting circuits. When deactivation is not possible (for example other taxiways on the same circuit are to remain open), cover the light fixture in a way as to prevent light leakage.

2.18.4 Signs.

To the extent possible, signs must be in conformance with AC 150/5345-44, *Specification for Runway and Taxiway Signs*, and AC 150/5340-18, *Standard for Airport Sign Systems*.

2.18.4.1 **Existing Signs.**

Runway exit signs are to be covered for closed runway exits. Outbound destination signs are to be covered for closed runways. Any time a sign does not serve its normal function or would provide conflicting information, it must be covered or removed to prevent misdirecting pilots. Note that information signs identifying a crossing taxiway continue to perform their normal function even if the crossing taxiway is closed. For long term construction projects, consider relocating signs, especially runway distance remaining signs.

2.18.4.2 Temporary Signs.

Orange construction signs comprise a message in black on an orange background. Orange construction signs may help pilots be aware of changed conditions. The airport operator may choose to introduce these signs as part of a movement area construction project to increase situational awareness when needed. Locate signs outside the taxiway safety limits and ahead of construction areas so pilots can take timely action. Use temporary signs judiciously, striking a balance between the need for information and the increase in pilot workload. When there is a concern of pilot “information overload,” the applicability of mandatory hold signs must take precedence over orange construction signs recommended during construction. Temporary signs must meet the standards for such signs in Engineering Brief 93, *Guidance for the Assembly and Installation of Temporary Orange Construction Signs*. Many criteria in AC 150/5345-44, *Specification for Runway and Taxiway Signs*, are referenced in the Engineering Brief. Permissible sign legends are:

1. CONSTRUCTION AHEAD,
2. CONSTRUCTION ON RAMP, and
3. RWY XX TAKEOFF RUN AVAILABLE XXX FT.

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

2.18.4.2.1 Takeoff Run Available (TORA) signs.

Recommended: Where a runway has been shortened for takeoff, install orange TORA signs well before the hold lines, such as on a parallel taxiway prior to a turn to a runway hold position. See EB 93 for sign size and location.

2.18.4.2.2 Sign legends are shown in Figure F-1.

Note: See Figure E-1, Figure E-2, Figure E-3, Figure F-2, and Figure F-3 for examples of orange construction sign locations.

2.19 Marking and Signs for Access Routes.

The CSPP should indicate that pavement markings and signs for construction personnel will conform to AC 150/5340-18 and, to the extent practicable, with the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and/or State highway specifications. Signs adjacent to areas used by aircraft must comply with the frangibility requirements of AC 150/5220-23, *Frangible Connections*, which may require modification to size and height guidance in the MUTCD.

2.20 **Hazard Marking, Lighting and Signing.**

2.20.1 Hazard marking, lighting, and signing prevent pilots from entering areas closed to aircraft, and prevent construction personnel from entering areas open to aircraft. The CSPP must specify prominent, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles. Hazard marking and lighting must also be specified to identify open manholes, small areas under repair, stockpiled material, waste areas, and areas subject to jet blast. Also consider less obvious construction-related hazards and include markings to identify FAA, airport, and National Weather Service facilities cables and power lines; instrument landing system (ILS) critical areas; airport surfaces, such as RSA, OFA, and OFZ; and other sensitive areas to make it easier for contractor personnel to avoid these areas.

2.20.2 Equipment.

2.20.2.1 **Barricades.**

Low profile barricades, including traffic cones, (weighted or sturdily attached to the surface) are acceptable methods used to identify and define the limits of construction and hazardous areas on airports. Careful consideration must be given to selecting equipment that poses the least danger to aircraft but is sturdy enough to remain in place when subjected to typical winds, prop wash and jet blast. The spacing of barricades must be such that a breach is physically prevented barring a deliberate act. For example, if barricades are intended to exclude aircraft, gaps between barricades must be smaller than the wingspan of the smallest aircraft to be excluded; if barricades are intended to exclude vehicles, gaps between barricades must be smaller than the width of the excluded vehicles, generally 4 feet (1.2 meters). Provision must be made for ARFF access if necessary. If barricades are intended to exclude pedestrians, they must be continuously linked. Continuous linking may be accomplished through the use of ropes, securely attached to prevent FOD.

2.20.2.2 **Lights.**

Lights must be red, either steady burning or flashing, and must meet the luminance requirements of the State Highway Department. Batteries powering lights will last longer if lights flash. Lights must be mounted on barricades and spaced at no more than 10 feet (3 meters). Lights must be operated between sunset and sunrise and during periods of low visibility whenever the airport is open for operations. They may be operated by photocell, but this may require that the contractor turn them on manually during periods of low visibility during daytime hours.

2.20.2.3 **Supplement Barricades with Signs (for example) As Necessary.**

Examples are “No Entry” and “No Vehicles.” Be aware of the increased effects of wind and jet blast on barricades with attached signs.

2.20.2.4 **Air Operations Area – General.**

Barricades are not permitted in any active safety area or on the runway side of a runway hold line. Within a runway or taxiway object free area, and on aprons, use orange traffic cones, flashing or steady burning red lights as noted above, highly reflective collapsible barricades marked with diagonal, alternating orange and white stripes; and/or signs to separate all construction/maintenance areas from the movement area. Barricades may be supplemented with alternating orange and white flags at least 20 by 20 inch (50 by 50 cm) square and securely fastened to eliminate FOD. All barricades adjacent to any open runway or taxiway / taxilane safety area, or apron must be as low as possible to the ground, and no more than 18 inches high, exclusive of supplementary lights and flags. Barricades must be of low mass; easily collapsible upon contact with an aircraft or any of its components; and weighted or sturdily attached to the surface to prevent displacement from prop wash, jet blast, wing vortex, and other surface wind currents. If affixed to the surface, they must be frangible at grade level or as low as possible, but not to exceed 3 inch (7.6 cm) above the ground. Figure 2-8 and Figure 2-9 show sample barricades with proper coloring and flags.

Figure 2-8. Interlocking Barricades



Figure 2-9. Low Profile Barricades

2.20.2.5 Air Operations Area – Runway/Taxiway Intersections.

Use highly reflective barricades with lights to close taxiways leading to closed runways. Evaluate all operating factors when determining how to mark temporary closures that can last from 10 to 15 minutes to a much longer period of time. However, even for closures of relatively short duration, close all taxiway/runway intersections with barricades. The use of traffic cones is appropriate for short duration closures.

2.20.2.6 Air Operations Area – Other.

Beyond runway and taxiway object free areas and aprons, barricades intended for construction vehicles and personnel may be many different shapes and made from various materials, including railroad ties, sawhorses, jersey barriers, or barrels.

2.20.2.7 Maintenance.

The construction specifications must include a provision requiring the contractor to have a person on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades. The contractor must file the contact person's information with the airport operator. Lighting should be checked for proper operation at least once per day, preferably at dusk.

2.21 Work Zone Lighting for Nighttime Construction.

Lighting equipment must adequately illuminate the work area if the construction is to be performed during nighttime hours. Refer to [AC 150/5370-10](#) for minimum illumination levels for nighttime paving projects. Additionally, it is recommended that all support equipment, except haul trucks, be equipped with artificial illumination to safely

illuminate the area immediately surrounding their work areas. The lights should be positioned to provide the most natural color illumination and contrast with a minimum of shadows. The spacing must be determined by trial. Light towers should be positioned and adjusted to aim away from ATCT cabs and active runways to prevent blinding effects. Shielding may be necessary. Light towers should be removed from the construction site when the area is reopened to aircraft operations. Construction lighting units should be identified and generally located on the construction phasing plans in relationship to the ATCT and active runways and taxiways.

2.22 **Protection of Runway and Taxiway Safety Areas.**

Runway and taxiway safety areas, OFZs, OFAs, and approach surfaces are described in AC 150/5300-13. Protection of these areas includes limitations on the location and height of equipment and stockpiled material. An FAA airspace study may be required. Coordinate with the appropriate FAA Airports Regional or District Office if there is any doubt as to requirements or dimensions (see paragraph 2.13.5) as soon as the location and height of materials or equipment are known. The CSPP should include drawings showing all safety areas, object free areas, obstacle free zones and approach departure surfaces affected by construction.

2.22.1 Runway Safety Area (RSA).

A runway safety area is the defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway (see AC 150/5300-13). Construction activities within the existing RSA are subject to the following conditions:

- 2.22.1.1 No construction may occur within the existing RSA while the runway is open for aircraft operations. The RSA dimensions may be temporarily adjusted if the runway is restricted to aircraft operations requiring an RSA that is equal to the RSA width and length beyond the runway ends available during construction. (See AC 150/5300-13). The temporary use of declared distances and/or partial runway closures may provide the necessary RSA under certain circumstances. Coordinate with the appropriate FAA Airports Regional or District Office to have declared distances information published, and appropriate NOTAMs issued. See AC 150/5300-13 for guidance on the use of declared distances.
- 2.22.1.2 The airport operator must coordinate the adjustment of RSA dimensions as permitted above with the appropriate FAA Airports Regional or District Office and the local FAA air traffic manager and issue a NOTAM.
- 2.22.1.3 The CSPP and SPCD must provide procedures for ensuring adequate distance for protection from blasting operations, if required by operational considerations.

2.22.1.4 Excavations.

2.22.1.4.1 Open trenches or excavations are not permitted within the RSA while the runway is open. Backfill trenches before the runway is opened. If backfilling excavations before the runway must be opened is impracticable, cover the excavations appropriately. Covering for open trenches must be designed to allow the safe operation of the heaviest aircraft operating on the runway across the trench without damage to the aircraft.

2.22.1.4.2 Construction contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.

2.22.1.5 Erosion Control.

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

2.22.2 Runway Object Free Area (ROFA).

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

2.22.3 Taxiway Safety Area (TSA).

2.22.3.1 A taxiway safety area is a defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway. (See AC 150/5300-13.) Since the width of the TSA is equal to the wingspan of the design aircraft, no construction may occur within the TSA while the taxiway is open for aircraft operations. The TSA dimensions may be temporarily adjusted if the taxiway is restricted to aircraft operations requiring a TSA that is equal to the TSA width available during construction. Give special consideration to TSA dimensions at taxiway turns and intersections. (see AC 150/5300-13).

2.22.3.2 The airport operator must coordinate the adjustment of the TSA width as permitted above with the appropriate FAA Airports Regional or District Office and the FAA air traffic manager and issue a NOTAM.

2.22.3.3 The CSPP and SPCD must provide procedures for ensuring adequate distance for protection from blasting operations.

2.22.3.4 **Excavations.**

1. Curves. Open trenches or excavations are not permitted within the TSA while the taxiway is open. Trenches should be backfilled before the taxiway is opened. If backfilling excavations before the taxiway must be opened is impracticable, cover the excavations appropriately. Covering for open trenches must be designed to allow the safe operation of the heaviest aircraft operating on the taxiway across the trench without damage to the aircraft.
2. Straight Sections. Open trenches or excavations are not permitted within the TSA while the taxiway is open for unrestricted aircraft operations. Trenches should be backfilled before the taxiway is opened. If backfilling excavations before the taxiway must be opened is impracticable, cover the excavations to allow the safe passage of ARFF equipment and of the heaviest aircraft operating on the taxiway across the trench without causing damage to the equipment or aircraft. In rare circumstances where the section of taxiway is indispensable for aircraft movement, open trenches or excavations may be permitted in the TSA while the taxiway is open to aircraft operations, subject to the following restrictions:
 - a. Taxiing speed is limited to 10 mph.
 - b. Appropriate NOTAMs are issued.
 - c. Marking and lighting meeting the provisions of paragraphs 2.18 and 2.20 are implemented.
 - d. Low mass, low-profile lighted barricades are installed.
 - e. Appropriate temporary orange construction signs are installed.
3. Construction contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.

2.22.3.5 **Erosion control.**

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

2.22.4 Taxiway Object Free Area (TOFA).

Unlike the Runway Object Free Area, aircraft wings regularly penetrate the taxiway object free area during normal operations. Thus, the restrictions are more stringent. Except as provided below, no construction may occur within the taxiway object free area while the taxiway is open for aircraft operations.

- 2.22.4.1 The taxiway object free area dimensions may be temporarily adjusted if the taxiway is restricted to aircraft operations requiring a taxiway object free area that is equal to the taxiway object free area width available. Give special consideration to TOFA dimensions at taxiway turns and intersections.
- 2.22.4.2 Offset taxiway centerline and edge pavement markings (do not use glass beads) may be used as a temporary measure to provide the required taxiway object free area. Where offset taxiway pavement markings are provided, centerline lighting, centerline reflectors, or taxiway edge reflectors are required. Existing lighting that does not coincide with the temporary markings must be taken out of service.
- 2.22.4.3 Construction activity, including open excavations, may be accomplished without adjusting the width of the taxiway object free area, subject to the following restrictions:
 - 2.22.4.3.1 Taxiing speed is limited to 10 mph.
 - 2.22.4.3.2 NOTAMs issued advising taxiing pilots of hazard and recommending reduced taxiing speeds on the taxiway.
 - 2.22.4.3.3 Marking and lighting meeting the provisions of paragraphs 2.18 and 2.20 are implemented.
 - 2.22.4.3.4 If desired, appropriate orange construction signs are installed. See paragraph 2.18.4.2 and Appendix F.
 - 2.22.4.3.5 Five-foot clearance is maintained between equipment and materials and any part of an aircraft (includes wingtip overhang). If such clearance can only be maintained if an aircraft does not have full use of the entire taxiway width (with its main landing gear at the edge of the usable pavement), then it will be necessary to move personnel and equipment for the passage of that aircraft.
 - 2.22.4.3.6 Flaggers furnished by the contractor must be used to direct and control construction equipment and personnel to a pre-established setback distance for safe passage of aircraft, and airline and/or airport personnel. Flaggers must also be used to direct taxiing aircraft. Due to liability issues, the airport operator should require airlines to provide flaggers for directing taxiing aircraft.

2.22.5 Obstacle Free Zone (OFZ).

In general, personnel, material, and/or equipment may not penetrate the OFZ while the runway is open for aircraft operations. If a penetration to the OFZ is necessary, it may be possible to continue aircraft operations through operational restrictions. Coordinate with the FAA through the appropriate FAA Airports Regional or District Office.

2.22.6 Runway Approach/Departure Areas and Clearways.

All personnel, materials, and/or equipment must remain clear of the applicable threshold siting surfaces, as defined in AC 150/5300-13. Objects that do not penetrate these surfaces may still be obstructions to air navigation and may affect standard instrument approach procedures. Coordinate with the FAA through the appropriate FAA Airports Regional or District Office.

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

2.22.6.2 **Caution About Partial Runway Closures.**

When filing a NOTAM for a partial runway closure, clearly state that the portion of pavement located prior to the threshold is not available for landing and departing traffic. In this case, the threshold has been moved for both landing and takeoff purposes (this is different than a displaced threshold). There may be situations where the portion of closed runway is available for taxiing only. If so, the NOTAM must reflect this condition).

2.22.6.3 **Caution About Displaced Thresholds.**

Implementation of a displaced threshold affects runway length available for aircraft landing over the displacement. Depending on the reason for the displacement (to provide obstruction clearance or RSA), such a displacement may also require an adjustment in the landing distance available and accelerate-stop distance available in the opposite direction. If project scope includes personnel, equipment, excavation, or other work within the existing RSA of any usable runway end, do not implement a displaced threshold unless arrivals and departures toward the construction activity are prohibited. Instead, implement a partial closure.

2.23 **Other Limitations on Construction.**

The CSPP must specify any other limitations on construction, including but not limited to:

2.23.1 Prohibitions.

- 2.23.1.1 No use of tall equipment (cranes, concrete pumps, and so on) unless a 7460-1 determination letter is issued for such equipment.
- 2.23.1.2 No use of open flame welding or torches unless fire safety precautions are provided and the airport operator has approved their use.
- 2.23.1.3 No use of electrical blasting caps on or within 1,000 feet (300 meters) of the airport property. See AC 150/5370-10.

2.23.2 Restrictions.

- 2.23.2.1 Construction suspension required during specific airport operations.
- 2.23.2.2 Areas that cannot be worked on simultaneously.
- 2.23.2.3 Day or night construction restrictions.
- 2.23.2.4 Seasonal construction restrictions.
- 2.23.2.5 Temporary signs not approved by the airport operator.
- 2.23.2.6 Grades changes that could result in unplanned effects on NAVAIDs.

CHAPTER 3. GUIDELINES FOR WRITING A CSPP

3.1 General Requirements.

The CSPP is a standalone document written to correspond with the subjects outlined in paragraph 2.4. The CSPP is organized by numbered sections corresponding to each subject listed in paragraph 2.4, and described in detail in paragraphs 2.5 - 2.23. Each section number and title in the CSPP matches the corresponding subject outlined in paragraph 2.4 (for example, 1. Coordination, 2. Phasing, 3. Areas and Operations Affected by the Construction Activity, and so on). With the exception of the project scope of work outlined in Section 2. Phasing, only subjects specific to operational safety during construction should be addressed.

3.2 Applicability of Subjects.

Each section should, to the extent practical, focus on the specific subject. Where an overlapping requirement spans several sections, the requirement should be explained in detail in the most applicable section. A reference to that section should be included in all other sections where the requirement may apply. For example, the requirement to protect existing underground FAA ILS cables during trenching operations could be considered FAA ATO coordination (Coordination, paragraph 2.5.3), an area and operation affected by the construction activity (Areas and Operations Affected by the Construction Activity, paragraph 2.7.1.4), a protection of a NAVAID (Protection of Navigational Aids (NAVAIDs), paragraph 2.8), or a notification to the FAA of construction activities (Notification of Construction Activities, paragraph 2.13.5.3.2). However, it is more specifically an underground utility requirement (Underground Utilities, paragraph 2.15). The procedure for protecting underground ILS cables during trenching operations should therefore be described in 2.4.2.11: “The contractor must coordinate with the local FAA System Support Center (SSC) to mark existing ILS cable routes along Runway 17-35. The ILS cables will be located by hand digging whenever the trenching operation moves within 10 feet of the cable markings.” All other applicable sections should include a reference to 2.4.2.11: “ILS cables shall be identified and protected as described in 2.4.2.11” or “See 2.4.2.11 for ILS cable identification and protection requirements.” Thus, the CSPP should be considered as a whole, with no need to duplicate responses to related issues.

3.3 Graphical Representations.

Construction safety drawings should be included in the CSPP as attachments. When other graphical representations will aid in supporting written statements, the drawings, diagrams, and/or photographs should also be attached to the CSPP. References should be made in the CSPP to each graphical attachment and may be made in multiple sections.

3.4 **Reference Documents.**

The CSPP must not incorporate a document by reference unless reproduction of the material in that document is prohibited. In that case, either copies of or a source for the referenced document must be provided to the contractor. Where this AC recommends references (e.g. as in paragraph 3.9) the intent is to include a reference to the corresponding section in the CSPP, not to this Advisory Circular.

3.5 **Restrictions.**

The CSPP should not be considered as a project design review document. The CSPP should also avoid mention of permanent (“as-built”) features such as pavements, markings, signs, and lighting, except when such features are intended to aid in maintaining operational safety during the construction.

3.6 **Coordination.**

Include in this section a detailed description of conferences and meetings to be held both before and during the project. Include appropriate information from AC 150/5370-12. Discuss coordination procedures and schedules for each required FAA ATO Technical Operations shutdown and restart and all required flight inspections.

3.7 **Phasing.**

Include in this section a detailed scope of work description for the project as a whole and each phase of work covered by the CSPP. This includes all locations and durations of the work proposed. Attach drawings to graphically support the written scope of work. Detail in this section the sequenced phases of the proposed construction. Include a reference to paragraph 3.8, as appropriate.

3.8 **Areas and Operations Affected by Construction.**

Focus in this section on identifying the areas and operations affected by the construction. Describe corresponding mitigation that is not covered in detail elsewhere in the CSPP. Include references to paragraphs below as appropriate. Attach drawings as necessary to graphically describe affected areas and mechanisms proposed. See Appendix F for sample operational effects tables and figures.

3.9 **NAVAID Protection.**

List in this section all NAVAID facilities that will be affected by the construction. Identify NAVAID facilities that will be placed out of service at any time prior to or during construction activities. Identify individuals responsible for coordinating each shutdown and when each facility will be out of service. Include a reference to paragraph 3.6 for FAA ATO NAVAID shutdown, restart, and flight inspection coordination. Outline in detail procedures to protect each NAVAID facility remaining in service from interference by construction activities. Include a reference to paragraph 3.14 for the

issuance of NOTAMs as required. Include a reference to paragraph 3.16 for the protection of underground cables and piping serving NAVAIDs. If temporary visual aids are proposed to replace or supplement existing facilities, include a reference to paragraph 3.19. Attach drawings to graphically indicate the affected NAVAIDs and the corresponding critical areas.

3.10 **Contractor Access.**

This will necessarily be the most extensive section of the CSPP. Provide sufficient detail so that a contractor not experienced in working on airports will understand the unique restrictions such work will require. Due to this extent, it should be broken down into subsections as described below:

3.10.1 Location of Stockpiled Construction Materials.

Describe in this section specific locations for stockpiling material. Note any height restrictions on stockpiles. Include a reference to paragraph 3.21 for hazard marking and lighting devices used to identify stockpiles. Include a reference to paragraph 3.11 for provisions to prevent stockpile material from becoming wildlife attractants. Include a reference to paragraph 3.12 for provisions to prevent stockpile material from becoming FOD. Attach drawings to graphically indicate the stockpile locations.

3.10.2 Vehicle and Pedestrian Operations.

While there are many items to be addressed in this major subsection of the CSPP, all are concerned with one main issue: keeping people and vehicles from areas of the airport where they don't belong. This includes preventing unauthorized entry to the AOA and preventing the improper movement of pedestrians or vehicles on the airport. In this section, focus on mechanisms to prevent construction vehicles and workers traveling to and from the worksite from unauthorized entry into movement areas. Specify locations of parking for both employee vehicles and construction equipment, and routes for access and haul roads. In most cases, this will best be accomplished by attaching a drawing. Quote from AC 150/5210-5 specific requirements for contractor vehicles rather than referring to the AC as a whole, and include special requirements for identifying HAZMAT vehicles. Quote from, rather than incorporate by reference, AC 150/5210-20 as appropriate to address the airport's rules for ground vehicle operations, including its training program. Discuss the airport's recordkeeping system listing authorized vehicle operators.

3.10.3 Two-Way Radio Communications.

Include a special section to identify all individuals who are required to maintain communications with Air Traffic (AT) at airports with active towers, or monitor CTAF at airports without or with closed ATCT. Include training requirements for all individuals required to communicate with AT. Individuals required to monitor AT frequencies should also be identified. If construction employees are also required to communicate by radio with Airport Operations, this procedure should be described in detail. Usage of vehicle mounted radios and/or portable radios should be addressed. Communication procedures for the event of disabled radio communication (that is, light

signals, telephone numbers, others) must be included. All radio frequencies should be identified (Tower, Ground Control, CTAF, UNICOM, ATIS, and so on).

3.10.4 **Airport Security.**

Address security as it applies to vehicle and pedestrian operations. Discuss TSA requirements, security badging requirements, perimeter fence integrity, gate security, and other needs. Attach drawings to graphically indicate secured and/or Security Identification Display Areas (SIDA), perimeter fencing, and available access points.

3.11 **Wildlife Management.**

Discuss in this section wildlife management procedures. Describe the maintenance of existing wildlife mitigation devices, such as perimeter fences, and procedures to limit wildlife attractants. Include procedures to notify Airport Operations of wildlife encounters. Include a reference to paragraph 3.10 for security (wildlife) fence integrity maintenance as required.

3.12 **FOD Management.**

In this section, discuss methods to control and monitor FOD: worksite housekeeping, ground vehicle tire inspections, runway sweeps, and so on. Include a reference to paragraph 3.15 for inspection requirements as required.

3.13 **HAZMAT Management.**

Describe in this section HAZMAT management procedures: fuel deliveries, spill recovery procedures, Safety Data Sheet (SDS), Material Safety Data Sheet (MSDS) or Product Safety Data Sheet (PSDS) availability, and other considerations. Any specific airport HAZMAT restrictions should also be identified. Include a reference to paragraph 3.10 for HAZMAT vehicle identification requirements. Quote from, rather than incorporate by reference, AC 150/5320-15.

3.14 **Notification of Construction Activities.**

List in this section the names and telephone numbers of points of contact for all parties affected by the construction project. We recommend a single list that includes all telephone numbers required under this section. Include emergency notification procedures for all representatives of all parties potentially impacted by the construction. Identify individual representatives – and at least one alternate – for each party. List both on-duty and off-duty contact information for each individual, including individuals responsible for emergency maintenance of airport construction hazard lighting and barricades. Describe procedures to coordinate immediate response to events that might adversely affect the operational safety of the airport (such as interrupted NAVAID service). Explain requirements for and the procedures for the issuance of Notices to Airmen (NOTAMs), notification to FAA required by 14 CFR Part 77 and Part 157 and in the event of affected NAVAIDs. For NOTAMs, identify an individual, and at least one alternate, responsible for issuing and cancelling each specific type of Notice to

Airmen (NOTAM) required. Detail notification methods for police, fire fighting, and medical emergencies. This may include 911, but should also include direct phone numbers of local police departments and nearby hospitals. Identify the E911 address of the airport and the emergency access route via haul roads to the construction site. Require the contractor to have this information available to all workers. The local Poison Control number should be listed. Procedures regarding notification of Airport Operations and/or the ARFF Department of such emergencies should be identified, as applicable. If airport radio communications are identified as a means of emergency notification, include a reference to paragraph 3.10. Differentiate between emergency and nonemergency notification of ARFF personnel, the latter including activities that affect ARFF water supplies and access roads. Identify the primary ARFF contact person and at least one alternate. If notification is to be made through Airport Operations, then detail this procedure. Include a method of confirmation from the ARFF department.

3.15 Inspection Requirements.

Describe in this section inspection requirements to ensure airfield safety compliance. Include a requirement for routine inspections by the resident engineer (RE) or other airport operator's representative and the construction contractors. If the engineering consultants and/or contractors have a Safety Officer who will conduct such inspections, identify this individual. Describe procedures for special inspections, such as those required to reopen areas for aircraft operations. Part 139 requires daily airfield inspections at certificated airports, but these may need to be more frequent when construction is in progress. Discuss the role of such inspections on areas under construction. Include a requirement to immediately remedy any deficiencies, whether caused by negligence, oversight, or project scope change.

3.16 Underground Utilities.

Explain how existing underground utilities will be located and protected. Identify each utility owner and include contact information for each company/agency in the master list. Address emergency response procedures for damaged or disrupted utilities. Include a reference to paragraph 3.14 for notification of utility owners of accidental utility disruption as required.

3.17 Penalties.

Describe in this section specific penalties imposed for noncompliance with airport rules and regulations, including the CSPP: SIDA violations, VPD, and others.

3.18 Special Conditions.

Identify any special conditions that may trigger specific safety mitigation actions outlined in this CSPP: low visibility operations, snow removal, aircraft in distress, aircraft accident, security breach, VPD, and other activities requiring construction suspension/resumption. Include a reference to paragraph 3.10 for compliance with airport safety and security measures and for radio communications as required. Include

a reference to paragraph 3.14 for emergency notification of all involved parties, including police/security, ARFF, and medical services.

3.19 Runway and Taxiway Visual Aids.

Include marking, lighting, signs, and visual NAVAIDS. Detail temporary runway and taxiway marking, lighting, signs, and visual NAVAIDS required for the construction. Discuss existing marking, lighting, signs, and visual NAVAIDS that are temporarily, altered, obliterated, or shut down. Consider non-federal facilities and address requirements for reimbursable agreements necessary for alteration of FAA facilities and for necessary flight checks. Identify temporary TORA signs or runway distance remaining signs if appropriate. Identify required temporary visual NAVAIDS such as REIL or PAPI. Quote from, rather than incorporate by reference, AC 150/5340-1, Standards for Airport Markings; AC 150/5340-18, Standards for Airport Sign Systems; and AC 150/5340-30, as required. Attach drawings to graphically indicate proposed marking, lighting, signs, and visual NAVAIDS.

3.20 Marking and Signs for Access Routes.

Detail plans for marking and signs for vehicle access routes. To the extent possible, signs should be in conformance with the Federal Highway Administration MUTCD and/or State highway specifications, not hand lettered. Detail any modifications to the guidance in the MUTCD necessary to meet frangibility/height requirements.

3.21 Hazard Marking and Lighting.

Specify all marking and lighting equipment, including when and where each type of device is to be used. Specify maximum gaps between barricades and the maximum spacing of hazard lighting. Identify one individual and at least one alternate responsible for maintenance of hazard marking and lighting equipment in the master telephone list. Include a reference to paragraph 3.14. Attach drawings to graphically indicate the placement of hazard marking and lighting equipment.

3.22 Work Zone Lighting for Nighttime Construction.

If work is to be conducted at night, specify all lighting equipment, including when and where each type of device is to be used. Indicate the direction lights are to be aimed and any directions that aiming of lights is prohibited. Specify any shielding necessary in instances where aiming is not sufficient to prevent interference with air traffic control and aircraft operations. Attach drawings to graphically indicate the placement and aiming of lighting equipment. Where the plan only indicates directions that aiming of lights is prohibited, the placement and positioning of portable lights must be proposed by the Contractor and approved by the airport operator's representative each time lights are relocated or repositioned.

3.23 Protection of Runway and Taxiway Safety Areas.

This section should focus exclusively on procedures for protecting all safety areas, including those altered by the construction: methods of demarcation, limit of access, movement within safety areas, stockpiling and trenching restrictions, and so on. Reference AC 150/5300-13, as required. Include a reference to paragraph 3.10 for procedures regarding vehicle and personnel movement within safety areas. Include a reference to paragraph 3.10 for material stockpile restrictions as required. Detail requirements for trenching, excavations, and backfill. Include a reference to paragraph 3.21 for hazard marking and lighting devices used to identify open excavations as required. If runway and taxiway closures are proposed to protect safety areas, or if temporary displaced thresholds and/or revised declared distances are used to provide the required Runway Safety Area, include a reference to paragraphs 3.14 and 3.19. Detail procedures for protecting the runway OFZ, runway OFA, taxiway OFA and runway approach surfaces including those altered by the construction: methods of demarcation, limit of cranes, storage of equipment, and so on. Quote from, rather than incorporate by reference, AC 150/5300-13, as required. Include a reference to paragraph 3.24 for height (i.e., crane) restrictions as required. One way to address the height of equipment that will move during the project is to establish a three-dimensional “box” within which equipment will be confined that can be studied as a single object. Attach drawings to graphically indicate the safety area, OFZ, and OFA boundaries.

3.24 Other Limitations on Construction.

This section should describe what limitations must be applied to each area of work and when each limitation will be applied: limitations due to airport operations, height (i.e., crane) restrictions, areas which cannot be worked at simultaneously, day/night work restrictions, winter construction, and other limitations. Include a reference to paragraph 3.7 for project phasing requirements based on construction limitations as required.

Page Intentionally Blank

APPENDIX A. RELATED READING MATERIAL

Obtain the latest version of the following free publications from the FAA on its Web site at <http://www.faa.gov/airports/>.

Table A-1. FAA Publications

Number	Title and Description
<u>AC 150/5200-28</u>	<i>Notices to Airmen (NOTAMs) for Airport Operators</i> Guidance for using the NOTAM System in airport reporting.
<u>AC 150/5200-30</u>	<i>Airport Field Condition Assessments and Winter Operations Safety</i> Guidance for airport owners/operators on the development of an acceptable airport snow and ice control program and on appropriate field condition reporting procedures.
<u>AC 150/5200-33</u>	<i>Hazardous Wildlife Attractants On or Near Airports</i> Guidance on locating certain land uses that might attract hazardous wildlife to public-use airports.
<u>AC 150/5210-5</u>	<i>Painting, Marking, and Lighting of Vehicles Used on an Airport</i> Guidance, specifications, and standards for painting, marking, and lighting vehicles operating in the airport air operations areas.
<u>AC 150/5210-20</u>	<i>Ground Vehicle Operations to include Taxiing or Towing an Aircraft on Airports</i> Guidance to airport operators on developing ground vehicle operation training programs.
<u>AC 150/5300-13</u>	<i>Airport Design</i> FAA standards and recommendations for airport design. Establishes approach visibility minimums as an airport design parameter, and contains the Object Free area and the obstacle free-zone criteria.
<u>AC 150/5210-24</u>	<i>Airport Foreign Object Debris (FOD) Management</i> Guidance for developing and managing an airport foreign object debris (FOD) program

Number	Title and Description
<u>AC 150/5320-15</u>	<i>Management of Airport Industrial Waste</i> Basic information on the characteristics, management, and regulations of industrial wastes generated at airports. Guidance for developing a Storm Water Pollution Prevention Plan (SWPPP) that applies best management practices to eliminate, prevent, or reduce pollutants in storm water runoff with particular airport industrial activities.
<u>AC 150/5340-1</u>	<i>Standards for Airport Markings</i> FAA standards for the siting and installation of signs on airport runways and taxiways.
<u>AC 150/5340-18</u>	<i>Standards for Airport Sign Systems</i> FAA standards for the siting and installation of signs on airport runways and taxiways.
<u>AC 150/5345-28</u>	<i>Precision Approach Path Indicator (PAPI) Systems</i> FAA standards for PAPI systems, which provide pilots with visual glide slope guidance during approach for landing.
<u>AC 150/5340-30</u>	<i>Design and Installation Details for Airport Visual Aids</i> Guidance and recommendations on the installation of airport visual aids.
<u>AC 150/5345-39</u>	<i>Specification for L-853, Runway and Taxiway Retroreflective Markers</i>
<u>AC 150/5345-44</u>	<i>Specification for Runway and Taxiway Signs</i> FAA specifications for unlighted and lighted signs for taxiways and runways.
<u>AC 150/5345-53</u>	<i>Airport Lighting Equipment Certification Program</i> Details on the Airport Lighting Equipment Certification Program (ALECP).
<u>AC 150/5345-50</u>	<i>Specification for Portable Runway and Taxiway Lights</i> FAA standards for portable runway and taxiway lights and runway end identifier lights for temporary use to permit continued aircraft operations while all or part of a runway lighting system is inoperative.
<u>AC 150/5345-55</u>	<i>Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure</i>

Number	Title and Description
<u>AC 150/5370-10</u>	<i>Standards for Specifying Construction of Airports</i> Standards for construction of airports, including earthwork, drainage, paving, turfing, lighting, and incidental construction.
<u>AC 150/5370-12</u>	<i>Quality Management for Federally Funded Airport Construction Projects</i>
EB 93	<i>Guidance for the Assembly and Installation of Temporary Orange Construction Signs</i>
FAA Order 5200.11	<u>FAA Airports (ARP) Safety Management System (SMS)</u> Basics for implementing SMS within ARP. Includes roles and responsibilities of ARP management and staff as well as other FAA lines of business that contribute to the ARP SMS.
FAA Certalert 98-05	<i>Grasses Attractive to Hazardous Wildlife</i> Guidance on grass management and seed selection.
FAA Form 7460-1	<u>Notice of Proposed Construction or Alteration</u>
FAA Form 7480-1	<u>Notice of Landing Area Proposal</u>
FAA Form 6000.26	National NAS Strategic Interruption Service Level Agreement, Strategic Events Coordination, Airport Sponsor Form

Obtain the latest version of the following free publications from the Electronic Code of Federal Regulations at <http://www.ecfr.gov/>.

Table A-2. Code of Federal Regulation

Number	Title
Title 14 CFR Part 77	Safe, Efficient Use and Preservation of the Navigable Airspace
Title 14 CFR Part 139	Certification of Airports
Title 49 CFR Part 1542	Airport Security

Obtain the latest version of the Manual on Uniform Traffic Control Devices from the Federal Highway Administration at <http://mutcd.fhwa.dot.gov/>.

Page Intentionally Blank

APPENDIX B. TERMS AND ACRONYMS**Table B-1. Terms and Acronyms**

Term	Definition
Form 7460-1	Notice of Proposed Construction or Alteration. For on-airport projects, the form submitted to the FAA regional or airports division office as formal written notification of any kind of construction or alteration of objects that affect navigable airspace, as defined in 14 CFR Part 77, <i>Safe, Efficient Use, and Preservation of the Navigable Airspace</i> . (See guidance available on the FAA web site at https://oeaaa.faa.gov .) The form may be downloaded at http://www.faa.gov/airports/resources/forms/ , or filed electronically at: https://oeaaa.faa.gov .
Form 7480-1	Notice of Landing Area Proposal. Form submitted to the FAA Airports Regional Division Office or Airports District Office as formal written notification whenever a project without an airport layout plan on file with the FAA involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport. The form may be downloaded at http://www.faa.gov/airports/resources/forms/ .
Form 6000-26	Airport Sponsor Strategic Event Submission Form
AC	Advisory Circular
ACSI	Airport Certification Safety Inspector
ADG	Airplane Design Group
AIP	Airport Improvement Program
ALECP	Airport Lighting Equipment Certification Program
ANG	Air National Guard
AOA	Air Operations Area, as defined in 14 CFR Part 107. Means a portion of an airport, specified in the airport security program, in which security measures are carried out. This area includes aircraft movement areas, aircraft parking areas, loading ramps, and safety areas, and any adjacent areas (such as general aviation areas) that are not separated by adequate security systems, measures, or procedures. This area does not include the secured area of the airport terminal building.
ARFF	Aircraft Rescue and Fire Fighting
ARP	FAA Office of Airports
ASDA	Accelerate-Stop Distance Available
AT	Air Traffic
ATCT	Airport Traffic Control Tower
ATIS	Automatic Terminal Information Service
ATO	Air Traffic Organization
Certificated Airport	An airport that has been issued an Airport Operating Certificate by the FAA under

Term	Definition
	the authority of 14 CFR Part 139, <i>Certification of Airports</i> .
CFR	Code of Federal Regulations
Construction	The presence of construction-related personnel, equipment, and materials in any location that could infringe upon the movement of aircraft.
CSPP	Construction Safety and Phasing Plan. The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
CTAF	Common Traffic Advisory Frequency
Displaced Threshold	A threshold that is located at a point on the runway other than the designated beginning of the runway. The portion of pavement behind a displaced threshold is available for takeoffs in either direction or landing from the opposite direction.
DOT	Department of Transportation
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FOD	Foreign Object Debris/Damage
FSS	Flight Service Station
GA	General Aviation
HAZMAT	Hazardous Materials
HMA	Hot Mix Asphalt
IAP	Instrument Approach Procedures
IFR	Instrument Flight Rules
ILS	Instrument Landing System
LDA	Landing Distance Available
LOC	Localizer antenna array
Movement Area	The runways, taxiways, and other areas of an airport that are used for taxiing or hover taxiing, air taxiing, takeoff, and landing of aircraft, exclusive of loading aprons and aircraft parking areas (reference 14 CFR Part 139).
MSDS	Material Safety Data Sheet
MUTCD	Manual on Uniform Traffic Control Devices
NAVAID	Navigation Aid
NAVAID Critical Area	An area of defined shape and size associated with a NAVAID that must remain clear and graded to avoid interference with the electronic signal.
Non-Movement Area	The area inside the airport security fence exclusive of the Movement Area. It is important to note that the non-movement area includes pavement traversed by aircraft.

Term	Definition
NOTAM	Notices to Airmen
Obstruction	Any object/obstacle exceeding the obstruction standards specified by 14 CFR Part 77, subpart C.
OCC	Operations Control Center
OE / AAA	Obstruction Evaluation / Airport Airspace Analysis
OFA	Object Free Area. An area on the ground centered on the runway, taxiway, or taxi lane centerline provided to enhance safety of aircraft operations by having the area free of objects except for those objects that need to be located in the OFA for air navigation or aircraft ground maneuvering purposes. (See <u>AC 150/5300-13</u> for additional guidance on OFA standards and wingtip clearance criteria.)
OFZ	Obstacle Free Zone. The airspace below 150 ft (45 m) above the established airport elevation and along the runway and extended runway centerline that is required to be clear of all objects, except for frangible visual NAVAIDs that need to be located in the OFZ because of their function, in order to provide clearance protection for aircraft landing or taking off from the runway and for missed approaches. The OFZ is subdivided as follows: Runway OFZ, Inner Approach OFZ, Inner Transitional OFZ, and Precision OFZ. Refer to <u>AC 150/5300-13</u> for guidance on OFZ.
OSHA	Occupational Safety and Health Administration
OTS	Out of Service
P&R	Planning and Requirements Group
NPI	NAS Planning & Integration
PAPI	Precision Approach Path Indicator
PFC	Passenger Facility Charge
PLASI	Pulse Light Approach Slope Indicator
Project Proposal Summary	A clear and concise description of the proposed project or change that is the object of Safety Risk Management.
RA	Reimbursable Agreement
RE	Resident Engineer
REIL	Runway End Identifier Lights
RNAV	Area Navigation
ROFA	Runway Object Free Area
RSA	Runway Safety Area. A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway, in accordance with <u>AC 150/5300-13</u> .
SDS	Safety Data Sheet
SIDA	Security Identification Display Area
SMS	Safety Management System

Term	Definition
SPCD	Safety Plan Compliance Document. Details developed and submitted by a contractor to the airport operator for approval providing details on how the performance of a construction project will comply with the CSPP.
SRM	Safety Risk Management
SSC	System Support Center
Taxiway Safety Area	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway, in accordance with <u>AC 150/5300-13</u> .
TDG	Taxiway Design Group
Temporary	Any condition that is not intended to be permanent.
Temporary Runway End	The beginning of that portion of the runway available for landing and taking off in one direction, and for landing in the other direction. Note the difference from a displaced threshold.
Threshold	The beginning of that portion of the runway available for landing. In some instances, the landing threshold may be displaced.
TODA	Takeoff Distance Available
TOFA	Taxiway Object Free Area
TORA	Takeoff Run Available. The length of the runway less any length of runway unavailable and/or unsuitable for takeoff run computations. See <u>AC 150/5300-13</u> for guidance on declared distances.
TSA	Taxiway Safety Area, or Transportation Security Administration
UNICOM	A radio communications system of a type used at small airports.
VASI	Visual Approach Slope Indicator
VGSI	Visual Glide Slope Indicator. A device that provides a visual glide slope indicator to landing pilots. These systems include precision approach path indicator (PAPI), visual approach slope indicator (VASI), and pulse light approach slope indicator (PLASI).
VFR	Visual Flight Rules
VOR	Very High Frequency Omnidirectional Radio Range
VPD	Vehicle / Pedestrian Deviation

APPENDIX C. SAFETY AND PHASING PLAN CHECKLIST

This appendix is keyed to Chapter 2. In the electronic version of this AC, clicking on the paragraph designation in the Reference column will access the applicable paragraph. There may be instances where the CSPP requires provisions that are not covered by the list in this appendix.

This checklist is intended as an aid, not a required submittal.

Table C-1. CSPP Checklist

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
General Considerations					
Requirements for predesign, prebid, and preconstruction conferences to introduce the subject of airport operational safety during construction are specified.	<u>2.5</u>				
Operational safety is a standing agenda item for construction progress meetings.	<u>2.5</u>				
Scheduling of the construction phases is properly addressed.	<u>2.6</u>				
Any formal agreements are established.	<u>2.5.3</u>				
Areas and Operations Affected by Construction Activity					
Drawings showing affected areas are included.	<u>2.7.1</u>				
Closed or partially closed runways, taxiways, and aprons are depicted on drawings.	<u>2.7.1.1</u>				
Access routes used by ARFF vehicles affected by the project are addressed.	<u>2.7.1.2</u>				
Access routes used by airport and airline support vehicles affected by the project are addressed.	<u>2.7.1.3</u>				
Underground utilities, including water supplies for firefighting and drainage.	<u>2.7.1.4</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Approach/departure surfaces affected by heights of temporary objects are addressed.	<u>2.7.1.5</u>				
Construction areas, storage areas, and access routes near runways, taxiways, aprons, or helipads are properly depicted on drawings.	<u>2.7.1</u>				
Temporary changes to taxi operations are addressed.	<u>2.7.2.1</u>				
Detours for ARFF and other airport vehicles are identified.	<u>2.7.2.2</u>				
Maintenance of essential utilities and underground infrastructure is addressed.	<u>2.7.2.3</u>				
Temporary changes to air traffic control procedures are addressed.	<u>2.7.2.4</u>				
NAVAIDs					
Critical areas for NAVAIDs are depicted on drawings.	<u>2.8</u>				
Effects of construction activity on the performance of NAVAIDS, including unanticipated power outages, are addressed.	<u>2.8</u>				
Protection of NAVAID facilities is addressed.	<u>2.8</u>				
The required distance and direction from each NAVAID to any construction activity is depicted on drawings.	<u>2.8</u>				
Procedures for coordination with FAA ATO/Technical Operations, including identification of points of contact, are included.	<u>2.8, 2.13.1, 2.13.5.3.1, 2.18.1</u>				
Contractor Access					
The CSPP addresses areas to which contractor will have access and how	<u>2.9</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
the areas will be accessed.					
The application of 49 CFR Part 1542 Airport Security, where appropriate, is addressed.	<u>2.9</u>				
The location of stockpiled construction materials is depicted on drawings.	<u>2.9.1</u>				
The requirement for stockpiles in the ROFA to be approved by FAA is included.	<u>2.9.1</u>				
Requirements for proper stockpiling of materials are included.	<u>2.9.1</u>				
Construction site parking is addressed.	<u>2.9.2.1</u>				
Construction equipment parking is addressed.	<u>2.9.2.2</u>				
Access and haul roads are addressed.	<u>2.9.2.3</u>				
A requirement for marking and lighting of vehicles to comply with <u>AC 150/5210-5, Painting, Marking and Lighting of Vehicles Used on an Airport</u> , is included.	<u>2.9.2.4</u>				
Proper vehicle operations, including requirements for escorts, are described.	<u>2.9.2.5, 2.9.2.6</u>				
Training requirements for vehicle drivers are addressed.	<u>2.9.2.7</u>				
Two-way radio communications procedures are described.	<u>2.9.2.9</u>				
Maintenance of the secured area of the airport is addressed.	<u>2.9.2.10</u>				
Wildlife Management					
The airport operator's wildlife management procedures are addressed.	<u>2.10</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Foreign Object Debris Management					
The airport operator’s FOD management procedures are addressed.	<u>2.11</u>				
Hazardous Materials Management					
The airport operator’s hazardous materials management procedures are addressed.	<u>2.12</u>				
Notification of Construction Activities					
Procedures for the immediate notification of airport user and local FAA of any conditions adversely affecting the operational safety of the airport are detailed.	<u>2.13</u>				
Maintenance of a list by the airport operator of the responsible representatives/points of contact for all involved parties and procedures for contacting them 24 hours a day, seven days a week is specified.	<u>2.13.1</u>				
A list of local ATO/Technical Operations personnel is included.	<u>2.13.1</u>				
A list of ATCT managers on duty is included.	<u>2.13.1</u>				
A list of authorized representatives to the OCC is included.	<u>2.13.2</u>				
Procedures for coordinating, issuing, maintaining and cancelling by the airport operator of NOTAMS about airport conditions resulting from construction are included.	<u>2.8, 2.13.2, 2.18.3.3.9</u>				
Provision of information on closed or hazardous conditions on airport movement areas by the airport operator to the OCC is specified.	<u>2.13.2</u>				
Emergency notification procedures for medical, fire fighting, and police	<u>2.13.3</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
response are addressed.					
Coordination with ARFF personnel for non-emergency issues is addressed.	<u>2.13.4</u>				
Notification to the FAA under 14 CFR parts 77 and 157 is addressed.	<u>2.13.5</u>				
Reimbursable agreements for flight checks and/or design and construction for FAA owned NAVAIDs are addressed.	<u>2.13.5.3.2</u>				
Inspection Requirements					
Daily and interim inspections by both the airport operator and contractor are specified.	<u>2.14.1, 2.14.2</u>				
Final inspections at certificated airports are specified when required.	<u>2.14.3</u>				
Underground Utilities					
Procedures for protecting existing underground facilities in excavation areas are described.	<u>2.15</u>				
Penalties					
Penalty provisions for noncompliance with airport rules and regulations and the safety plans are detailed.	<u>2.16</u>				
Special Conditions					
Any special conditions that affect the operation of the airport or require the activation of any special procedures are addressed.	<u>2.17</u>				
Runway and Taxiway Visual Aids - Marking, Lighting, Signs, and Visual NAVAIDs					
The proper securing of temporary airport markings, lighting, signs, and visual NAVAIDs is addressed.	<u>2.18.1</u>				
Frangibility of airport markings, lighting, signs, and visual NAVAIDs is specified.	<u>2.18.1, 2.18.3, 2.18.4.2, 2.20.2.4</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
The requirement for markings to be in compliance with <u>AC 150/5340-1</u> , <i>Standards for Airport Markings</i> , is specified.	<u>2.18.2</u>				
Detailed specifications for materials and methods for temporary markings are provided.	<u>2.18.2</u>				
The requirement for lighting to conform to <u>AC 150/5340-30</u> , <i>Design and Installation Details for Airport Visual Aids</i> ; <u>AC 150/5345-50</u> , <i>Specification for Portable Runway and Taxiway Lights</i> ; and <u>AC 150/5345-53</u> , <i>Airport Lighting Certification Program</i> , is specified.	<u>2.18.3</u>				
The use of a lighted X is specified where appropriate.	<u>2.18.2.1.2</u> , <u>2.18.3.2</u>				
The requirement for signs to conform to <u>AC 150/5345-44</u> , <i>Specification for Runway and Taxiway Signs</i> ; <u>AC 150/5340-18</u> , <i>Standards for Airport Sign Systems</i> ; and <u>AC 150/5345-53</u> , <i>Airport Lighting Certification Program</i> , is specified.	<u>2.18.4</u>				
Marking and Signs For Access Routes					
The CSPP specifies that pavement markings and signs intended for construction personnel should conform to <u>AC 150/5340-18</u> and, to the extent practicable, with the MUTCD and/or State highway specifications.	<u>2.18.4.2</u>				
Hazard Marking and Lighting					
Prominent, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles are specified.	<u>2.20.1</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Hazard marking and lighting are specified to identify open manholes, small areas under repair, stockpiled material, and waste areas.	<u>2.20.1</u>				
The CSPP considers less obvious construction-related hazards.	<u>2.20.1</u>				
Equipment that poses the least danger to aircraft but is sturdy enough to remain in place when subjected to typical winds, prop wash and jet blast is specified.	<u>2.20.2.1</u>				
The spacing of barricades is specified such that a breach is physically prevented barring a deliberate act.	<u>2.20.2.1</u>				
Red lights meeting the luminance requirements of the State Highway Department are specified.	<u>2.20.2.2</u>				
Barricades, temporary markers, and other objects placed and left in areas adjacent to any open runway, taxiway, taxi lane, or apron are specified to be as low as possible to the ground, and no more than 18 inch high.	<u>2.20.2.3</u>				
Barricades are specified to indicate construction locations in which no part of an aircraft may enter.	<u>2.20.2.3</u>				
Highly reflective barriers with lights are specified to barricade taxiways leading to closed runways.	<u>2.20.2.5</u>				
Markings for temporary closures are specified.	<u>2.20.2.5</u>				
The provision of a contractor's representative on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades is specified.	<u>2.20.2.7</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Work Zone Lighting for Nighttime Construction					
If work is to be conducted at night, the CSPP identifies construction lighting units and their general locations and aiming in relationship to the ATCT and active runways and taxiways.	<u>2.21</u>				
Protection of Runway and Taxiway Safety Areas					
The CSPP clearly states that no construction may occur within a safety area while the associated runway or taxiway is open for aircraft operations.	<u>2.22.1.1</u> , <u>2.22.3.1</u>				
The CSPP specifies that the airport operator coordinates the adjustment of RSA or TSA dimensions with the ATCT and the appropriate FAA Airports Regional or District Office and issues a local NOTAM.	<u>2.22.1.2</u> , <u>2.22.3.2</u>				
Procedures for ensuring adequate distance for protection from blasting operations, if required by operational considerations, are detailed.	<u>2.22.3.3</u>				
The CSPP specifies that open trenches or excavations are not permitted within a safety area while the associated runway or taxiway is open, subject to approved exceptions.	<u>2.22.1.4</u>				
Appropriate covering of excavations in the RSA or TSA that cannot be backfilled before the associated runway or taxiway is open is detailed.	<u>2.22.1.4</u>				
The CSPP includes provisions for prominent marking of open trenches and excavations at the construction site.	<u>2.22.1.4</u>				
Grading and soil erosion control to maintain RSA/TSA standards are	<u>2.22.3.5</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
addressed.					
The CSPP specifies that equipment is to be removed from the ROFA when not in use.	<u>2.22.2</u>				
The CSPP clearly states that no construction may occur within a taxiway safety area while the taxiway is open for aircraft operations.	<u>2.22.3</u>				
Appropriate details are specified for any construction work to be accomplished in a taxiway object free area.	<u>2.22.4</u>				
Measures to ensure that personnel, material, and/or equipment do not penetrate the OFZ or threshold siting surfaces while the runway is open for aircraft operations are included.	<u>2.22.4.3.6</u>				
Provisions for protection of runway approach/departure areas and clearways are included.	<u>2.22.6</u>				
Other Limitations on Construction					
The CSPP prohibits the use of open flame welding or torches unless adequate fire safety precautions are provided and the airport operator has approved their use.	<u>2.23.1.2</u>				
The CSPP prohibits the use of electrical blasting caps on or within 1,000 ft (300 m) of the airport property.	<u>2.23.1.3</u>				

APPENDIX D. CONSTRUCTION PROJECT DAILY SAFETY INSPECTION CHECKLIST

The situations identified below are potentially hazardous conditions that may occur during airport construction projects. Safety area encroachments, unauthorized and improper ground vehicle operations, and unmarked or uncovered holes and trenches near aircraft operating surfaces pose the most prevalent threats to airport operational safety during airport construction projects. The list below is one tool that the airport operator or contractor may use to aid in identifying and correcting potentially hazardous conditions. It should be customized as appropriate for each project including information such as the date, time and name of the person conducting the inspection.

Table D-1. Potentially Hazardous Conditions

Item	Action Required (Describe)	No Action Required (Check)
Excavation adjacent to runways, taxiways, and aprons improperly backfilled.		
Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxi lane; in the related Object Free area and aircraft approach or departure areas/zones; or obstructing any sign or marking.		
Runway resurfacing projects resulting in lips exceeding 3 inch (7.6 cm) from pavement edges and ends.		
Heavy equipment (stationary or mobile) operating or idle near AOA, in runway approaches and departures areas, or in OFZ.		
Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigation and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown.		
Tall and especially relatively low visibility units (that is, equipment with slim profiles) — cranes, drills, and similar objects — located in critical areas, such as OFZ and		

Item	Action Required (Describe)	No Action Required (Check)
approach zones.		
Improperly positioned or malfunctioning lights or unlighted airport hazards, such as holes or excavations, on any apron, open taxiway, or open taxi lane or in a related safety, approach, or departure area.		
Obstacles, loose pavement, trash, and other debris on or near AOA. Construction debris (gravel, sand, mud, paving materials) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose materials may blow about, potentially causing personal injury or equipment damage.		
Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOA create aviation hazards.		
Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOA create aviation hazards.		
Wildlife attractants — such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water — on or near airports.		
Obliterated or faded temporary markings on active operational areas.		
Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.		

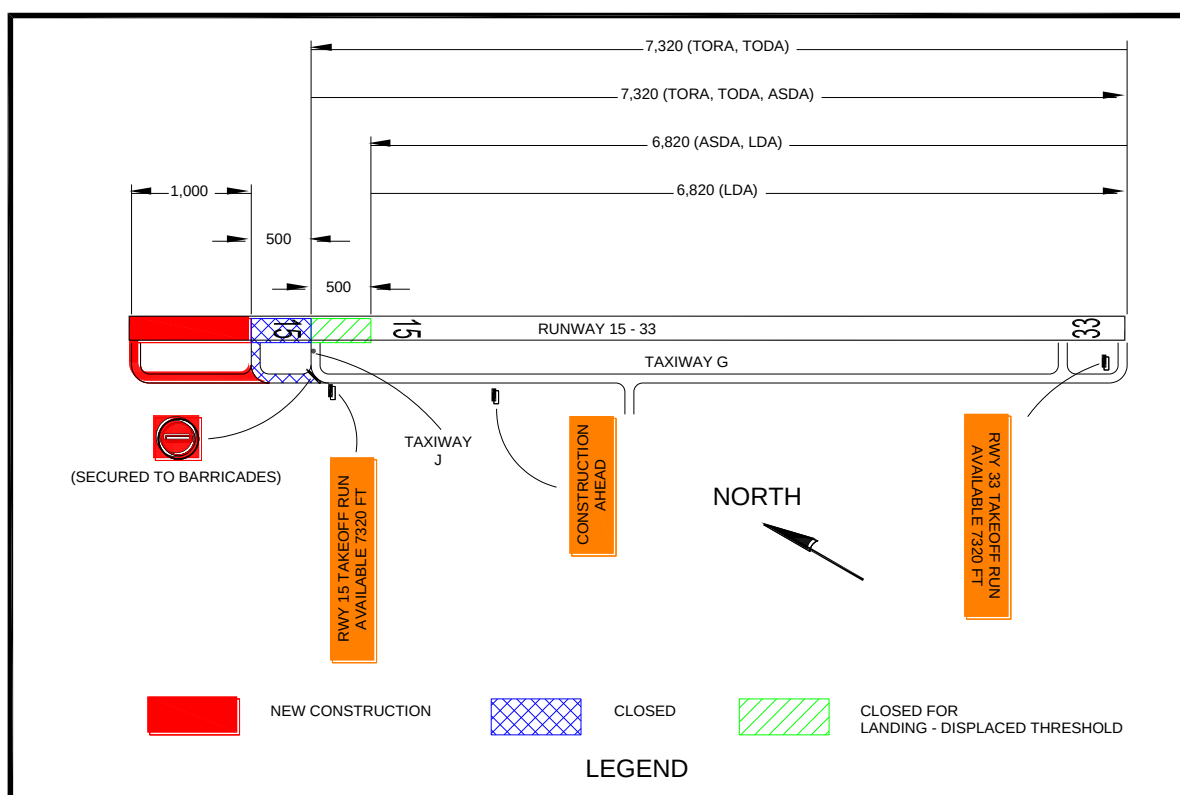
Item	Action Required (Describe)	No Action Required (Check)
Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction related airport conditions.		
Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway / taxiway lighting; loss of navigation, visual, or approach aids; disruption of weather reporting services; and/or loss of communications.		
Restrictions on ARFF access from fire stations to the runway / taxiway system or airport buildings.		
Lack of radio communications with construction vehicles in airport movement areas.		
Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport that could be distracting, confusing, or alarming to pilots during aircraft operations.		
Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogate the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction.		
Spillage from vehicles (gasoline, diesel fuel, oil) on active pavement areas, such as runways, taxiways, aprons, and airport roadways.		
Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system).		

Item	Action Required (Describe)	No Action Required (Check)
Failure to provide for proper electrical lockout and tagging procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits.		
Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf.		
Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it.		
Site burning, which can cause possible obscuration.		
Construction work taking place outside of designated work areas and out of phase.		

APPENDIX E. SAMPLE OPERATIONAL EFFECTS TABLE**E.1 Project Description.**

Runway 15-33 is currently 7820 feet long, with a 500 foot stopway on the north end. This project will remove the stopway and extend the runway 1000 feet to the north and 500 feet to the south. Finally, the existing portion of the runway will be repaved. The runway 33 glide slope will be relocated. The new runway 33 localizer has already been installed by FAA Technical Operations and only needs to be switched on. Runway 15 is currently served only by a localizer, which will remain in operation as it will be beyond the future RSA. Appropriate NOTAMS will be issued throughout the project.

- E.1.1 During Phase I, the runway 15 threshold will be displaced 1000 feet to keep construction equipment below the approach surface. The start of runway 15 takeoff and the departure end of runway 33 will also be moved 500 feet to protect workers from jet blast. Declared distances for runway 33 will be adjusted to provide the required RSA and applicable departure surface. Excavation near Taxiway G will require its ADG to be reduced from IV to III. See [Figure E-1](#).

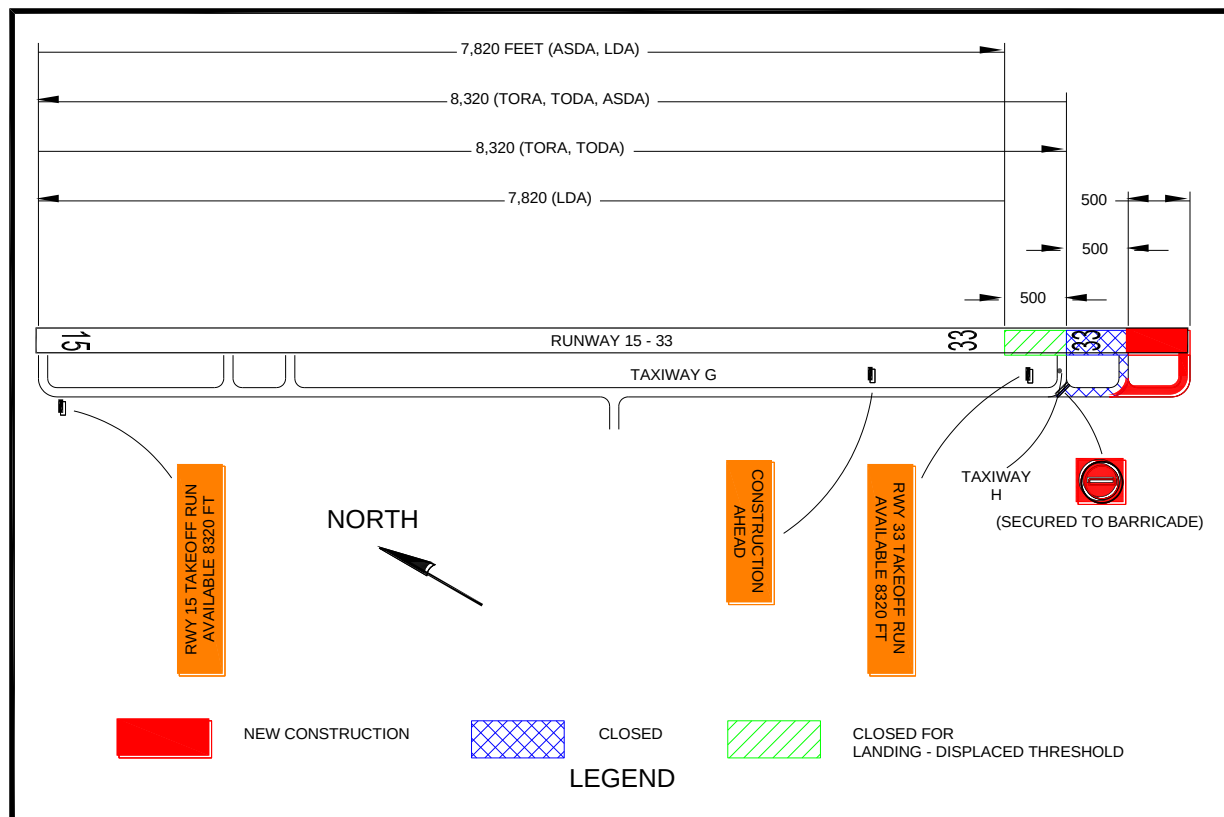
Figure E-1. Phase I Example

Note 1: Where hold signs are installed on both sides of a taxiway, install the TORA sign on the left side of the taxiway before the final turn to the runway intersection.

Note 2: Based on the declared distances for Runway 33 departures, the maximum equipment height in the construction area is 12.5 feet ($500/40 = 12.5$).

- E.2 During Phase II, the runway 33 threshold will be displaced 1000 feet to keep construction equipment below the approach surface. The start of runway 33 takeoff and the departure end of runway 15 will also be moved 500 feet to protect workers from jet blast. Declared distances for runway 15 will be adjusted to provide the required RSA and applicable departure surface. See [Figure E-2](#).

Figure E-2. Phase II Example



Note 1: Where hold signs are installed on both sides of a taxiway, install the TORA sign on the left side of the taxiway before the final turn to the runway intersection.

Note 2: Based on the declared distances for Runway 15 departures, the maximum equipment height in the construction area is 12.5 feet ($500/40 = 12.5$).

- E.3 During Phase III, the existing portion of the runway will be repaved with Hot Mix Asphalt (HMA) and the runway 33 glide slope will be relocated. Construction will be accomplished between the hours of 8:00 pm and 5:00 am, during which the runway will be closed to operations.

Figure E-3. Phase III Example

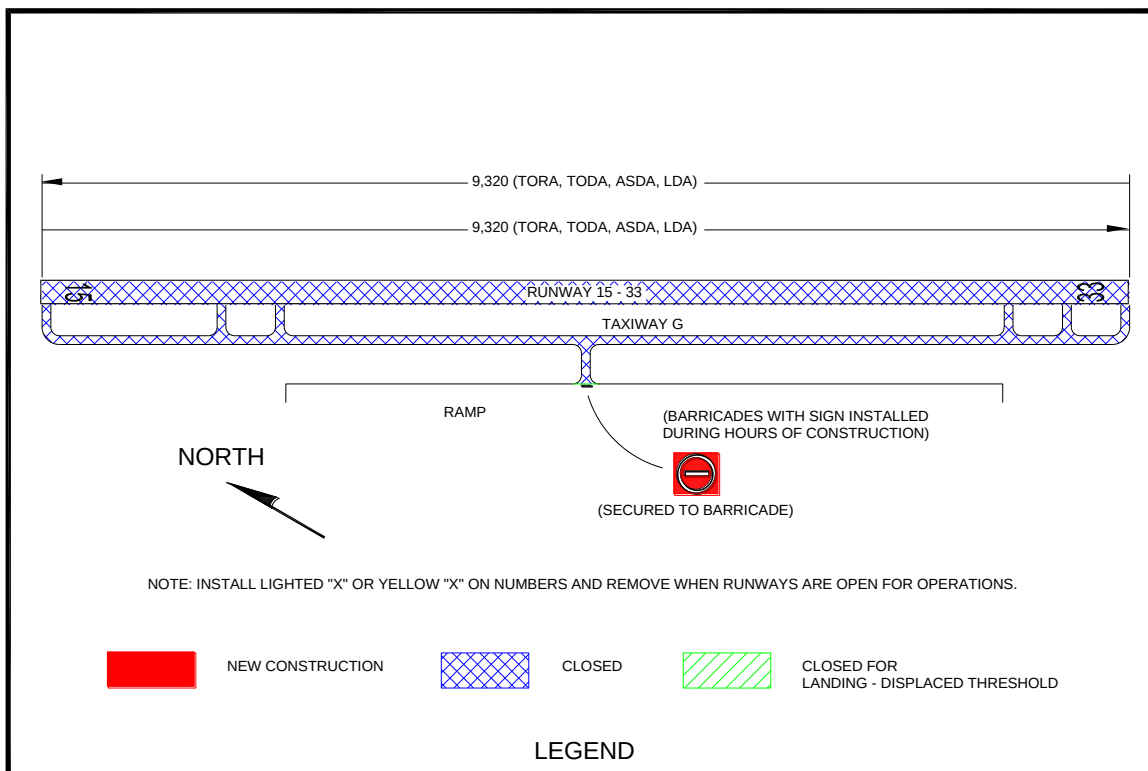


Table E-1. Operational Effects Table

Project	Runway 15-33 Extension and Repaving			
Phase	Normal (Existing)	Phase I: Extend Runway 15 End	Phase II: Extend Runway 33 End	Phase III: Repave Runway
Scope of Work	N/A	Extend Runway 15-33 1,000 ft on north end with Hot Mix Asphaltic Concrete (HMA).	Extend Runway 15-33 500 ft on south end with Hot Mix Asphaltic Concrete (HMA).	Repave existing runway with HMA Relocate Runway 33 Glide Slope
Effects of Construction Operations	N/A	Existing North 500 ft closed	Existing South 500 ft closed	Runway closed between 8:00 pm and 5:00 am Edge lighting out of service
Construction Phase	N/A	Phase I (Anticipated)	Phase II (Anticipated)	Phase III (Anticipated)
Runway 15 Average Aircraft Operations	Carrier: 52 /day GA: 26 /day Military: 11 /day	Carrier: 40 /day GA: 26 /day Military: 0 /day	Carrier: 45 /day GA: 26 /day Military: 5 /day	Carrier: 45 / day GA: 20 / day Military: 0 /day
Runway 33 Average Aircraft Operations	Carrier: 40 /day GA: 18 /day Military: 10 /day	Carrier: 30 /day GA: 18 /day Military: 0 /day	Carrier: 25 /day GA: 18 /day Military: 5 /day	Carrier: 20 /day GA: 5 /day Military: 0 /day
Runway 15-33 Aircraft Category	C-IV	C-IV	C-IV	C-IV
Runway 15 Approach Visibility Minimums	1 mile	1 mile	1 mile	1 mile
Runway 33 Approach Visibility Minimums	$\frac{3}{4}$ mile	$\frac{3}{4}$ mile	$\frac{3}{4}$ mile	1 mile

Note: Proper coordination with Flight Procedures group is necessary to maintain instrument approach procedures during construction.

Project		Runway 15-33 Extension and Repaving			
Phase		Normal (Existing)	Phase I: Extend Runway 15 End	Phase II: Extend Runway 33 End	Phase III: Repave Runway
Runway 15 Declared Distances	TORA	7,820	7,320	8,320	9,320
	TODA	7,820	7,320	8,320	9,320
	ASDA	7,820	7,320	7,820	9,320
	LDA	7,820	6,820	7,820	9,320
Runway 33 Declared Distances	TORA	7,820	7,320	8,320	9,320
	TODA	7,820	7,320	8,320	9,320
	ASDA	8,320	6,820	8,320	9,320
	LDA	7,820	6,820	7,820	9,320
Runway 15 Approach Procedures		LOC only	LOC only	LOC only	LOC only
		RNAV	RNAV	RNAV	RNAV
		VOR	VOR	VOR	VOR
Runway 33 Approach Procedures		ILS	ILS	ILS	LOC only
		RNAV	RNAV	RNAV	RNAV
		VOR	VOR	VOR	VOR
Runway 15 NAVAIDs		LOC	LOC	LOC	LOC
Runway 33 NAVAIDs		ILS, MALSR	ILS, MALSR	ILS, MALSR	LOC, MALSR
Taxiway G ADG		IV	III	IV	IV
Taxiway G TDG		4	4	4	4
ATCT (hours open)		24 hours	24 hours	24 hours	0500 - 2000
ARFF Index		D	D	D	D

Project	Runway 15-33 Extension and Repaving			
Phase	Normal (Existing)	Phase I: Extend Runway 15 End	Phase II: Extend Runway 33 End	Phase III: Repave Runway
Special Conditions	Air National Guard (ANG) military operations	All military aircraft relocated to alternate ANG Base	Some large military aircraft relocated to alternate ANG Base	All military aircraft relocated to alternate ANG Base
Information for NOTAMs		Refer above for applicable declared distances. Taxiway G limited to 118 ft wingspan	Refer above for applicable declared distances.	Refer above for applicable declared distances. Airport closed 2000 – 0500. Runway 15 glide slope OTS.

Note: This table is one example. It may be advantageous to develop a separate table for each project phase and/or to address the operational status of the associated NAVAIDs per construction phase.

Complete the following chart for each phase to determine the area that must be protected along the runway and taxiway edges:

Table E-2. Runway and Taxiway Edge Protection

Runway/Taxiway	Aircraft Approach Category* A, B, C, or D	Airplane Design Group* I, II, III, or IV	Safety Area Width in Feet Divided by 2*

*See [AC 150/5300-13](#) to complete the chart for a specific runway/taxiway.

Complete the following chart for each phase to determine the area that must be protected before the runway threshold:

Table E-3. Protection Prior to Runway Threshold

Runway End Number	Airplane Design Group* I, II, III, or IV	Aircraft Approach Category* A, B, C, or D	Minimum Safety Area Prior to the Threshold*	Minimum Distance to Threshold Based on Required Approach Slope*	
				ft	: 1
				ft	: 1
				ft	: 1
				ft	: 1

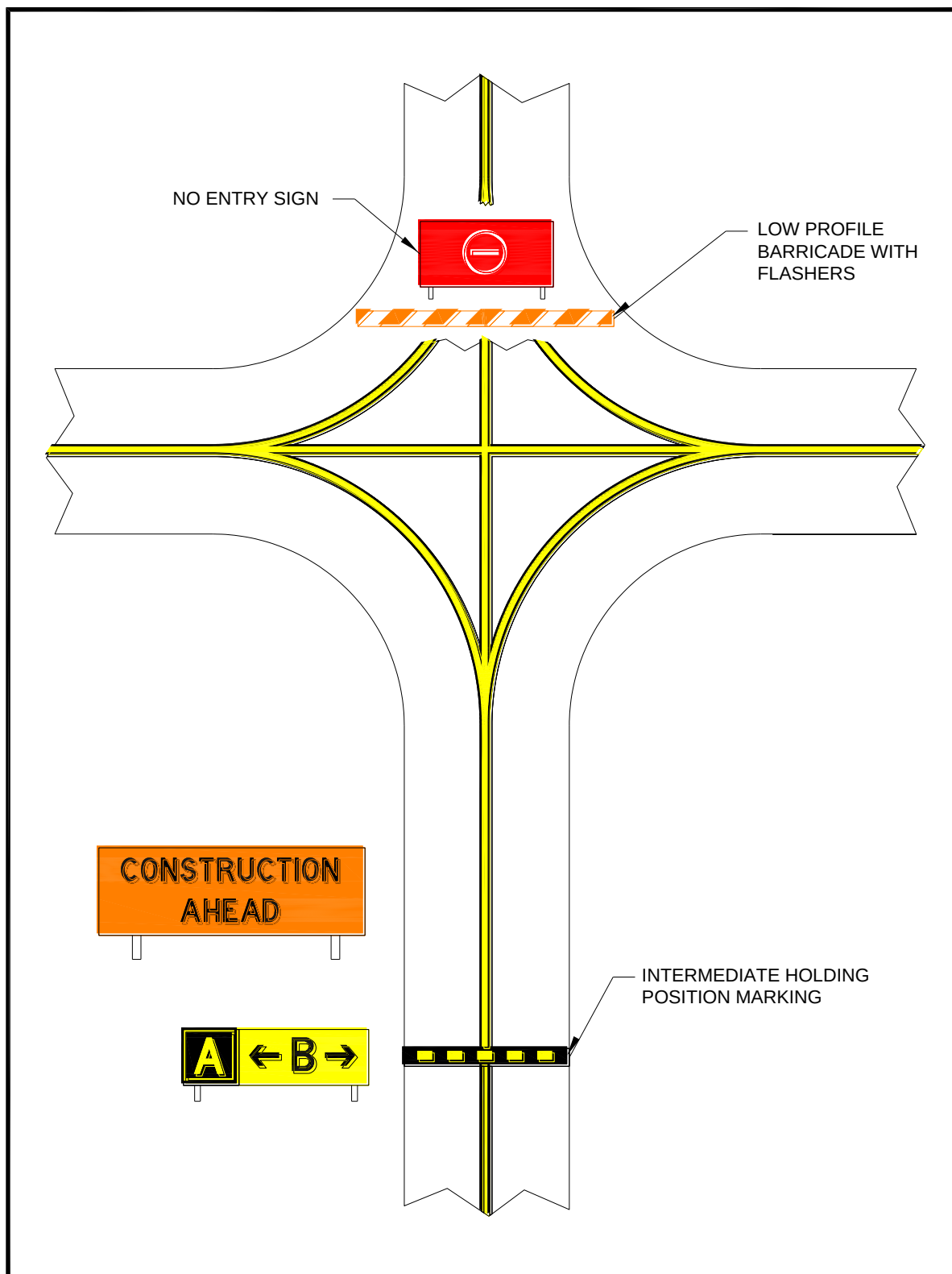
*See AC 150/5300-13 to complete the chart for a specific runway.

Page Intentionally Blank

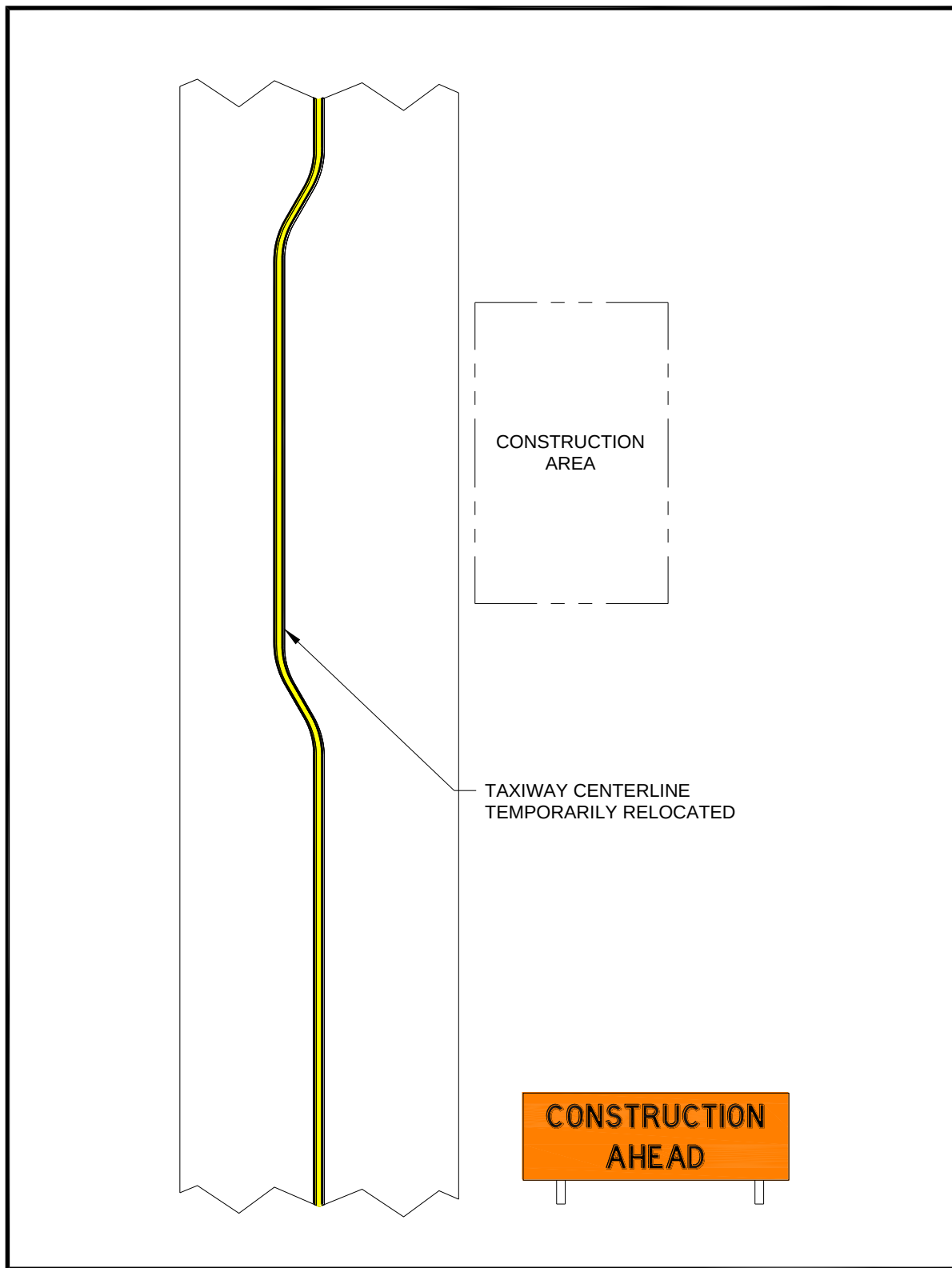
APPENDIX F. ORANGE CONSTRUCTION SIGNS

Figure F-1. Approved Sign Legends



Figure F-2. Orange Construction Sign Example 1

Note: For proper placement of signs, refer to EB 93.

Figure F-3. Orange Construction Sign Example 2

Note: For proper placement of signs, refer to EB 93.

Page Intentionally Blank

Advisory Circular Feedback

If you find an error in this AC, have recommendations for improving it, or have suggestions for new items/subjects to be added, you may let us know by (1) mailing this form to Manager, Airport Engineering Division, Federal Aviation Administration ATTN: AAS-100, 800 Independence Avenue SW, Washington DC 20591 or (2) faxing it to the attention of the Office of Airport Safety and Standards at (202) 267-5383.

Subject: AC 150/5370-2G

Date: _____

Please check all appropriate line items:

- ☐ An error (procedural or typographical) has been noted in paragraph _____ on page _____.
- ☐ Recommend paragraph _____ on page _____ be changed as follows:
- _____
- _____
- _____
- ☐ In a future change to this AC, please cover the following subject:
(Briefly describe what you want added.)
- _____
- _____
- _____
- ☐ Other comments:
- _____
- _____
- _____
- ☐ I would like to discuss the above. Please contact me at (phone number, email address).
- _____

Submitted by: _____

Date: _____

Page Intentionally Blank

DIVISION 1 – SPECIAL PROVISIONS

Federal Prevailing Wage Rates

(SP-3)

THIS PAGE LEFT INTENTIONALLY BLANK

Superseded General Decision Number: NY20250099

State: New York

Construction Type: Building
BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

County: Allegany County in New York.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number Publication Date
0 01/02/2026

BRNY0002-023 07/01/2024

	Rates	Fringes
TILE SETTER.....	\$ 38.34	20.51

BRNY0003-018 07/01/2021

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.53	22.10

CARP0251-016 07/01/2016

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 25.61	17.40

CARP0276-022 07/01/2024

	Rates	Fringes
CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation).....	\$ 30.65	21.52

ELEC0106-004 01/01/2024

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 42.50	27.23

IRON0006-006 07/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 35.49	32.30
IRONWORKER, REINFORCING.....	\$ 35.49	32.30
IRONWORKER, STRUCTURAL.....	\$ 35.49	32.30

PAIN0038-004 05/01/2024

	Rates	Fringes

PAINTER (Spray).....	\$ 28.35	25.21

PAIN0043-002 05/01/2020		
	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 27.25	25.24

PLUM0022-009 04/29/2024		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation).....	\$ 42.20	29.80

PLUM0022-016 04/29/2024		
	Rates	Fringes
PLUMBER.....	\$ 42.20	29.80

ROOF0210-008 05/01/2025		
	Rates	Fringes
ROOFER.....	\$ 36.70	18.00

* UAVG-NY-0003 07/01/2020		
	Rates	Fringes
BRICKLAYER.....	\$ 31.61	24.98

SUNY2017-001 07/01/2020		
	Rates	Fringes
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 26.00	18.35
CARPENTER (Drywall Hanging Only).....	\$ 26.99	17.40
CARPENTER (Form Work Only).....	\$ 26.39	17.88
GLAZIER.....	\$ 25.03	19.70
INSTALLER: METAL STUDS.....	\$ 26.70	17.40
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 31.50	21.11
LABORER: Common or General.....	\$ 24.35	16.27
LABORER: Mason Tender - Cement/Concrete.....	\$ 23.84	14.18
MILLWRIGHT.....	\$ 27.08	19.72
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 43.97	24.17
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 41.10	19.26
OPERATOR: Crane.....	\$ 36.52	26.91

OPERATOR: Forklift.....	\$ 32.70	24.12
PAINTER: Drywall		
Finishing/Taping.....	\$ 24.81	21.13

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

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than
SP-3-3

""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.

=====

END OF GENERAL DECISION

DIVISION 1 - SPECIFICATIONS

SPECIAL PROVISIONS

New York State Prevailing Wage Rates

(SP-4)

THIS PAGE LEFT INTENTIONALLY BLANK



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Town of Wellsville

Scott Berend
15 Fishers Rd
Suite 200
Pittsford NY 14534

Schedule Year 2025 through 2026
Date Requested 05/13/2026
PRC# 2026013535

Location Wellsville Municipal Airport
Project ID# 6903.67
Project Type Restoration of the "Hangar No. 4" building envelope, replacement of the heating system, interior lighting and insulation upgrades.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2025 through June 2026. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

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

Introduction

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

Contractor Registry

Effective December 30, 2024 all contractors and subcontractors submitting bids or performing construction work on public work projects, or private projects covered by Article 8 of the Labor Law, are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i. To register, contractors and subcontractors must submit an application through NYSDOL's Contractor Registry portal which is available through the agency's Management System for Protecting Worker Rights (MPWR) <https://mpwr-public.labor.ny.gov/en/login>.

For additional information, please visit [online](#).

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

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

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.ny.gov.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website

Payrolls and Payroll Records

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

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

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

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

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

Unemployment Insurance

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



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Town of Wellsville

Scott Berend
15 Fishers Rd
Suite 200
Pittsford NY 14534

Schedule Year 2025 through 2026
Date Requested 05/13/2026
PRC# 2026013535

Location Wellsville Municipal Airport
Project ID# 6903.67
Project Type Restoration of the "Hangar No. 4" building envelope, replacement of the heating system, interior lighting and insulation upgrades.

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Contract Type:	
Approximate Starting Date: ____/____/____	☐ (01) General Construction	
Approximate Completion Date: ____/____/____	☐ (02) Heating/Ventilation	
	☐ (03) Electrical	
	☐ (04) Plumbing	
	☐ (05) Other : _____	

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

Social Security Numbers on Certified Payrolls:

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concern regarding inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, <https://dol.ny.gov/public-work-and-prevailing-wage>

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.ny.gov.

Worker Notification: (Labor Law §220, paragraph a of subdivision 3-a)

Effective June 23, 2020

This provision is an addition to the existing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage and supplement rate* for their particular job classification *on each pay stub**. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her job classification. The required notification will be provided with each wage schedule, may be downloaded from our website www.labor.ny.gov or be made available upon request by contacting the Bureau of Public Work at 518-457-5589. *In the event the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

(12.20)

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12226

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.

Required Notice under Article 25-B of the Labor Law

**Attention All Employees, Contractors and Subcontractors:
You are Covered by the Construction Industry Fair Play Act**

The law says that you are an employee unless:

- You are free from direction and control in performing your job, **and**
- You perform work that is not part of the usual work done by the business that hired you, **and**
- You have an independently established business.

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.

Employee Rights: If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor, **you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

Penalties for paying workers off the books or improperly treating employees as independent contractors:

- **Civil Penalty**
First offense: Up to \$2,500 per employee
Subsequent offense(s): Up to \$5,000 per employee
- **Criminal Penalty**
First offense: Misdemeanor - up to 30 days in jail, up to a \$25,000 fine and debarment from performing public work for up to one year.
Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a \$50,000 fine and debarment from performing public work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to dol.misclassified@labor.ny.gov. All complaints of fraud and violations are taken seriously. You can remain anonymous.

Employer Name:

IA 999 (09/16)



Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Your pay stub and wage notice received upon hire must clearly state your wage rate and supplement rate.

Chapter 629 of
the Labor Laws
of 2007:

These wages are set by law and must be posted at the work site. They can also be found at:
<https://dol.ny.gov/bureau-public-work>



If you feel that you have not received proper wages or benefits, please call our nearest office.*

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is \$250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record or other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

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

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

WICKS

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

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

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

The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below. Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates. Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use. Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

*Contractor Registry (LL 220-I): Effective December 30th, 2024

Labor Law Section 220-i(6) prohibits contractors from bidding on public work and prohibits both contractors and subcontractors from commencing work on private and public projects subject to prevailing wage requirements. This section requires contractors to submit their Certificate of Registration with their bid materials. Each Certificate of Registration will have a unique registration number. Failure to provide proof of registration, as required by Labor Law Section 220-i, as a minimum qualification will result in the bidder being deemed non-responsive. There is a public database of registered contractors and subcontractors available online at data.ny.gov to confirm registration validity. For additional information on how to register and the requirements, visit <https://dol.ny.gov/public-work-contractor-and-subcontractor-registry-landing>

*Electronic Certified Payroll (LL 220-J): Effective December 31st, 2025

Effective December 31, 2025, all contractors and subcontractors who perform public work, or covered private work subject to the prevailing wage, will be required to submit certified payrolls electronically to the Bureau of Public Work and Prevailing Wage Enforcement. Additional information about the electronic certified payroll submission system will be made available on the Department's Website at <https://dol.ny.gov/Electronic-Payroll>

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

NOTE: For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".

If you have any questions concerning the attached schedule or would like additional information, please write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year.

All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

Shift Work

If the timeline of the contract requires shift work be performed to meet deadlines, the BPWE will enforce the shift work rate as the required rate on the project whether or not shift work is specifically addressed in the contract.

Paid Prenatal Leave

Every employer shall be required to provide to its employees twenty hours of paid prenatal personal leave during any fifty-two week calendar period. Paid prenatal personal leave shall mean leave taken for the health care services received by an employee during their pregnancy or related to such pregnancy, including physical examinations, medical procedures, monitoring and testing, and discussions with a healthcare provider related to the pregnancy. Paid prenatal personal leave may be taken in hourly increments. Benefits for paid prenatal personal leave shall be paid in hourly installments. Employees shall receive compensation at the employee's regular rate of pay, or the applicable minimum wage established by the labor law, whichever is greater, for the use of Paid Prenatal leave.

Apprentice Training Ratios

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

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

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

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

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

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

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

Allegany County General Construction

Boilermaker

05/01/2026

JOB DESCRIPTION Boilermaker

DISTRICT 12

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Chemung, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Schuyler, Steuben, Wayne, Wyoming, Yates

WAGES

Per hour:	07/01/2025	01/01/2026
Boilermaker	\$ 39.35	\$ 41.50

The wage rate will be 90% of the above for Maintenance work on boilers less than 100,000 pph.

SUPPLEMENTAL BENEFITS

Per hour:	\$ 33.52*	\$ 33.87**

*NOTE: \$32.03 of this amount is for every Hour "Paid"

**NOTE: \$32.38 of this amount is for every Hour "Paid"

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Terms at 6 Months

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

Supplemental Benefits per hour:

All Terms	\$ 33.52**	\$ 33.87***

**NOTE: \$32.03 of this amount is for every Hour "Paid"

***NOTE: \$32.38 of this amount is for every Hour "Paid"

12-7

Broadband

05/01/2026

JOB DESCRIPTION Broadband

DISTRICT 4

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

PARTIAL COUNTIES

Orange: Only in the Village of Greenwood Lake, Village of Highland Falls, Town of Tuxedo, and Town of Patterson

WAGES

NOTE: Applies to all public work and covered private projects, including those receiving ConnectAll funding subject to New York State Labor Law §224-E, solicited on or after July 1,2025. For all other projects solicited prior to July 1,2025 please see LINEMAN ELECTRICIAN-TELEDATA

Per Hour:	07/01/2025	08/04/2025
Field Tech Install/Repair	\$ 51.31	\$ 52.85

For outside work (excluding installation on building construction/alteration/renovation projects), stopping at first point of attachment (demarcation), installing/maintaining/repairing broadband internet service.

"Broadband", "Broadband Service", or "Broadband Internet" means mass-market retail service by wire or radio that provides the capability to transmit data to and receive data from all or substantially all internet endpoints, including any capabilities that are incidental to and enable the operation of the communications service, but excluding dial-up internet access service.

Note: EXCLUDES work within ten (10) feet of High Voltage (600 Volts and over) transmission lines for this work, please see LINEMAN

SUPPLEMENTAL BENEFITS

Per Hour:

\$ 23.24

OVERTIME PAY

See (B, K, *R) on OVERTIME PAGE

* Two and one half times the hourly rate after the 8th hour

HOLIDAY

Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

4-CWA-Dist2

Carpenter - Building

05/01/2026

JOB DESCRIPTION Carpenter - Building

DISTRICT 12

ENTIRE COUNTIES

Chautauqua

PARTIAL COUNTIES

Allegany: Entire county except the Township of Alfred.

Cattaraugus: Entire county except the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour:	07/01/2025	01/01/2026	07/01/2026 Additional
Carpenter	\$ 31.44	\$ 31.94	\$3.50/Hr.*
Certified Welder	32.44	32.94	
Hazardous Waste Worker	32.94	33.44	
Diver-Wet Day**	61.25	61.25	
Diver-Dry Day	32.44	32.94	

* To be allocated at later date

Hazardous Waste Worker: Hazardous sites requiring personal protective equipment.

** Diver rate applies to all hours worked on the day of dive.

Depth pay for divers:	0' to 80'	no additional fee
	81' to 100'	additional \$0.50 per foot
	101' to 150'	additional \$0.75 per foot
	151' to 200"	additional \$1.25 per foot

Penetration pay:	0' to 50'	no additional fee
	51' to 100'	additional \$0.75 per foot
	101'to 200'	additional \$1.00 per foot

SHIFT WORK

On Contracting Agency mandated shift work, the following rates will be applicable:

1st Shift - Regular Rate

2nd Shift - Premium of 7% of base wage per hour

3rd Shift - Premium of 14% of base wage per hour

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

SUPPLEMENTAL BENEFITS

Per hour worked:

Carpenter(s)	\$ 22.63	\$ 22.64
Diver(s)	22.63	22.64

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following percentage of Journeyman's base wage:

Carpenter Apprentices:

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

Supplemental benefits per hour worked:

	1st	2nd	3rd	4th
07/01/2025	\$12.75	\$12.77	\$15.39	\$15.40
01/01/2026	\$12.76	\$12.77	\$15.39	\$15.41

12-276B-All

Carpenter - Building

05/01/2026

JOB DESCRIPTION Carpenter - Building

DISTRICT 2

ENTIRE COUNTIES

Chemung, Cortland, Schuyler, Steuben, Tompkins

PARTIAL COUNTIES

Allegany: Only the Township of Alfred.

WAGES

Per hour:	07/01/2025	01/01/2026	07/01/2026 Additional	07/01/2027 Additional
Carpenter	\$ 31.59	\$ 32.09	\$ 3.50*	\$ 4.00*
Floor Coverer	31.59	32.09	3.50*	4.00*
Carpet Layer	31.59	32.09	3.50*	4.00*
Dry-Wall	31.59	32.09	3.50*	4.00*
Diver-Wet Day	61.25	61.25	0.00	4.00*
Diver -Dry Day	32.59	33.09	3.50*	4.00*
Diver Tender	32.59	33.09	3.50*	4.00*

*To be allocated at a later date

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

- Pile Drivers/Dock Builders shall receive \$0.25 per hour over the journeyworker's rate of pay when performing piledriving/dock building work.
- Certified welders shall receive \$1.00 per hour over the journeyworker's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work (Effective 7/1/2026 premium increases to \$3.00/hr and will include premium when AWS certification is required).
- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus \$1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
 - 0' to 80' no additional fee
 - 81'to 100' additional \$.50 per foot
 - 101'to 150' additional \$0.75 per foot
 - 151'and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
 - 0' to 50' no additional fee
 - 51' to 100' additional \$.75 per foot
 - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

SHIFT WORK

On Agency/Owner mandated shift work, the following rates will be applicable:

- 1st Shift - Regular Rate
- 2nd Shift - Premium of 7% of base wage per hour (Effective 7/1/2026 premium increases to 10%)
- 3rd Shift - Premium of 14% of base wage per hour (Effective 7/1/2026 premium increases to 15%)

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

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2025	01/01/2026
Journeyworker	\$ 23.39	\$ 23.39

OVERTIME PAY

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

HOLIDAY

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

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

REGISTERED APPRENTICES

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

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

Supplemental Benefits per hour:

\$ 12.55	\$ 12.55	\$ 15.15	\$ 15.15

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

- Pile Driving/Dock Builder apprentices shall receive an additional \$0.25 per hour worked when performing piledriving/dock building work.
- Certified Welders shall receive \$1.00 per hour over the apprentices rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work (Effective 7/1/2026 premium increases to \$3.00/hr and will include premium when AWS certification is required).
- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus \$1.50 per hour.

2-277B-CS

Carpenter - Building / Heavy&Highway

05/01/2026

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

PARTIAL COUNTIES

Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing west to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

WAGES

Wages per hour:	07/01/2025	07/01/2026 Additional	07/01/2027 Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	\$ 37.94	\$ 2.25*	\$ 2.25*

* To be allocated at a later date.

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

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyworker	\$ 27.34

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Notes:

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

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

REGISTERED APPRENTICES

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

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

Supplemental Benefits per hour worked:

\$19.10	\$19.69	\$21.83	\$22.42

2-42AtSS

Carpenter - Heavy&Highway

05/01/2026

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 12

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua

WAGES

Per hour:	07/01/2025	07/01/2026 Additional
Carpenter	\$ 40.17	\$4.51
Certified Welder	45.17	
Hazardous Waste Worker	42.67	
Pile Driver	42.65	\$1.75
Pile Driver Welder	47.65	
Pile Driver Hazardous WW	45.15	
Diver-Wet Day	65.17	
Diver-Dry Day & Tender	41.17	
Effluent & Slurry Diver-Wet Day	97.75	
Effluent & Slurry Diver-Dry Day	61.75	

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

- State designated hazardous site, requiring protective gear shall be an additional \$2.50 per hour.
- Certified Welders when required to perform welding work will receive an additional \$2.50 per hour.

** Diver rate applies to all hours worked on the day of the dive.

Depth pay for divers:	0' to 50'	no additional fee
	51' to 100'	additional \$0.50 per foot
	101' to 150'	additional \$0.75 per foot
	151' to 200'	additional \$1.25 per foot
	200' and deeper	additional \$1.50 per foot

Penetration pay:	0' to 50'	no additional fee
	51' to 100'	additional \$0.75 per foot
	101' to 200'	additional \$1.00 per foot
	201' and deeper	additional \$1.25 per foot

SUPPLEMENTAL BENEFITS

Per hour worked:

Carpenter(s)	\$27.66
Pile Driver(s)	29.76
Diver(s)	29.00

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour:

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

Carpenter Apprentice:

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

Pile Driver Apprentices(1300hour terms at percentage of Pile Driver Rate)

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

Supplemental benefits Carpenter per hour worked:

1st	2nd	3rd	4th
\$19.43	\$20.05	\$22.23	\$22.85

Supplemental benefits Pile Driver per hour worked:

1st	2nd	3rd	4th
\$19.95	\$20.61	\$22.83	\$23.49

12-276HH-All

Electrician

05/01/2026

JOB DESCRIPTION Electrician

DISTRICT 2

ENTIRE COUNTIES

Chemung, Steuben

PARTIAL COUNTIES

Allegany: Only the townships of Allen, Almond, Alfred, Andover, Birdsall, Burns, Granger, Grove, Hume, Independence, Ward, Wellsville, West Almond, Willing, and that portion of Amity, Angelica, Belfast, Caneadea, and Scio that lie east of the Genesee River.

Schuyler: Only the Townships of Dix, Montour, Orange, Reading and Tyrone.

Tioga: Only the Townships of Barton and Nichols.

WAGES

Per hour: 07/01/2025

Electrician (Base wage)	\$ 43.40
Audio, Sound, Teledata	43.40

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):

Additional \$1.00 per hour for high work defined as work being done more than 35' above the floor where electricians are working on Tooth Picks, Structural Steel, Temporary Platforms, Swinging Scaffolds and Boatswain Chairs.

Additional \$1.00 per hour for work in shafts 25' deep and in tunnels 50' long under construction.

Additional \$2.00 per hour for work inside or on Towers, Smoke Stacks and Wind Turbine Generators over 100' high.

Additional \$2.00 per hour for work in hazardous locations requiring supplied air (other than Class A) and any other type of respiratory equipment required for Class B or Class C as defined in OSHA Standards.

Additional \$3.00 per hour for work in hazardous locations requiring Class A supplied air as defined in OSHA Standards.

SHIFT WORK

When shift work is mandated in the job specifications or by the contracting agency, the following journeyworker hourly rates apply. The starting hours of a shift may be adjusted up to two (2) hours in order to meet the needs of the contracting agency.

Between the hours of 8:00AM and 4:30PM	\$ 43.40
Between the hours of 4:30PM and 1:00AM	48.83
Between the hours of 12:30AM and 9:00AM	54.25

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker
\$ 22.57 plus \$ 7.85* plus 3% of hourly wage

*Subject to SAME PREMIUM as overtime work

OVERTIME PAY

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

*Work performed on Saturday shall be paid at one and one-half of the hourly rate for the first ten hours, then two times the hourly rate thereafter.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 23) on HOLIDAY PAGE

When the holiday falls on Saturday, it shall be recognized and celebrated as such on the Friday before and when the holiday falls on Sunday, it shall be recognized and celebrated as such on the following Monday (December 24th excluded).

REGISTERED APPRENTICES

WAGES: One year terms at the following percent of Journeyworker's wage.

1st	2nd	3rd	4th	5th
50%	55%	65%	75%	85%

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):

Additional \$1.00 per hour for high work defined as work being done more than 35' above the floor where electricians are working on Tooth Picks, Structural Steel, Temporary Platforms, Swinging Scaffolds and Boatswain Chairs.

Additional \$2.00 per hour for work inside or on Towers, Smoke Stacks and Wind Turbine Generators over 100' high.

Additional \$1.00 per hour for work in shafts 25' deep and in tunnels 50' long under construction.

Additional \$3.00 per hour for work in hazardous locations requiring Class A supplied air as defined in OSHA Standards.

Additional \$2.00 per hour for work in hazardous locations requiring supplied air (other than Class A) and any other type of respiratory equipment required for Class B or Class C as defined in OSHA Standards.

SUPPLEMENTAL BENEFITS per hour:

07/01/2025

1st term	\$13.42 plus 3% of hourly wage
2nd term	\$18.45 plus \$4.32* plus 3% of hourly wage
3rd term	\$19.37 plus \$5.10* plus 3% of hourly wage
4th term	\$20.28 plus \$5.89* plus 3% of hourly wage
5th term	\$21.20 plus \$6.67* plus 3% of hourly wage

*Subject to SAME PREMIUM as overtime work

2-139

Electrician

05/01/2026

JOB DESCRIPTION Electrician

DISTRICT 3

ENTIRE COUNTIES

Chautauqua

PARTIAL COUNTIES

Allegany: Only the Townships of Alma, Bolivar, Centerville, Clarksville, Cuba, Friendship, Genesee, New Hudson, Rushford, Wirt and that portion of the Townships of Amity, Angelica, Belfast, Caneadea and Scio that are west of the Genesee River.
Cattaraugus: Only the Townships of Allegany, Carrollton, Cold Spring, Conewango, Dayton, Great Valley, Hinsdale, Humphrey, Ischua, Leon, Little Valley, Napoli, Olean, Portville, Red House, Randolph, Salamanca and South Valley.

WAGES

Per hour:	07/01/2025	01/01/2026
		Additional
Electrician*	\$ 44.75	\$2.95

* Includes teledata work.

SHIFT WORK

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:

17.3% for work from 4:30PM - 1:00AM

31.4% for work from 12:30AM - 9:00AM

Additional 15% above wage for work 40' above floor, or in underground mines or tunnels or from suspension-type personnel lift equipment.

SUPPLEMENTAL BENEFITS

Per hour:
\$ 26.57*

NOTE - add 3% of the posted straight time or applicable premium wage rate.

*\$11.97 of this amount is paid at straight time, the remaining balance of \$14.60 is paid at the same premium as the wages.

OVERTIME PAY

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

*Double-time for all work on Saturday in excess of 10 hours.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

Hour terms at the following percentage of Journeyman's wage:

0 to	1001 to	2001 to	2751 to	3501 to	4251 to	5001 to	5751 to	6601 to	7351 to
1000	2000	2750	3500	4250	5000	5750	6600	7350	8200
40%	45%	55%	60%	65%	70%	75%	80%	85%	90%

NOTE - add 3% of the posted straight time or applicable premium wage rate to all terms.

Supplemental benefits per hour:

07/01/2025									
\$9.21	\$9.21	\$17.17*	\$17.64*	\$21.46*	\$22.20*	\$22.92*	\$23.65*	\$24.38*	\$25.12*

*Note - \$11.97 of this amount is paid at straight time, the remaining balance is paid at the same premium as the wages.

3-106

Elevator Constructor

05/01/2026

JOB DESCRIPTION Elevator Constructor

DISTRICT 3

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour:	07/01/2025
Elevator Constructor	\$ 62.39
Helper	43.67

SUPPLEMENTAL BENEFITS

Per hour: \$ 38.44

Note - add 6% of regular hourly rate for all hours worked.

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour:

One year (1,700 hour each) terms at the following percentage of Journeyman's wage:

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

*Note - 0-6 months of the 1st year term is paid at 50% of Journeyman's wage with no Supplemental benefits.

Supplemental benefits per hour: \$ 38.44

Note - add 6% of regular hourly rate for all hours worked.

3-14

Glazier

05/01/2026

JOB DESCRIPTION Glazier

DISTRICT 3

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour: 07/01/2025

Glazier \$ 34.68

Working off Suspended

Scaffold (Swing Stage) 36.68

Maintenance 22.45*

* Note - This rate to be used only for all repair and replacement work such as glass breakage, glass replacement, door repair and board ups.

SUPPLEMENTAL BENEFITS

Per hour:

Journeymen Glazier \$ 28.79

Maintenance 18.66

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE for Glazier and Glazier Apprentice

Paid: See (5, 6) on HOLIDAY PAGE for Maintenance

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 20.50	\$ 21.50	\$ 22.50	\$ 23.50	\$ 24.50	\$ 25.50	\$ 26.50	\$ 27.50

Supplemental benefits per hour:

1st & 2nd terms \$ 8.65

3rd & 4th terms 11.15

5th & 6th terms	12.65
7th & 8th terms	14.15

3-660

Insulator - Heat & Frost**05/01/2026**

JOB DESCRIPTION Insulator - Heat & Frost**DISTRICT** 3**ENTIRE COUNTIES**

Allegany, Cattaraugus, Chautauqua, Erie, Niagara, Wyoming

PARTIAL COUNTIES

Genesee: Only the Townships of Alabama, Alexander, Darien, Oakfield and Pembroke.

WAGES

Per Hour: 07/01/2025

Heat & Frost Insulator \$ 37.65

SUPPLEMENTAL BENEFITS

Per hour: \$ 30.79

OVERTIME PAY

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

* Note - Double time after 10 hours on Saturday.

** Note - Triple time on Labor Day if WORKED.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th
60%	70%	75%	80%

Supplemental Benefits per hour:

1st	\$ 9.51
2nd	13.09
3rd	30.79
4th	30.79

3-4

Ironworker**05/01/2026**

JOB DESCRIPTION Ironworker**DISTRICT** 5**ENTIRE COUNTIES**

Chemung, Livingston, Monroe, Ontario, Yates

PARTIAL COUNTIES

Allegany: Only the Townships of Birdsall, Burns and Grove.

Genesee: Only the Townships of Batavia, Bergen, Bethany, Byron, Elba, LeRoy, Oakfield, Pavillion, Stafford.

Orleans: Only the Townships of Albion, Barre, Carlton, Clarendon, Gaines, Kendall, Murray, and Village of Holley.

Schuyler: Only the Townships of Dix, Orange, Reading and Tyron.

Steuben: Only the Townships of Addison, Avoca, Bath, Bradford, Cameron, Campbell, Caton, Cohocton, Corning, Dansville, Erwin, Hornby, Lindley, Prattsburg, Pulteney, Rathbone, Thurston, Tuscarora, Urbana, Wayland, Wayne, Wheeler, Woodhull.

Wayne: Only the Townships of Arcadia, Lyons, Macedon, Marion, Ontario, Palmyra, Sodus, Walworth, Williamson and Village of Newark.

Wyoming: Only the Townships of Castile, Covington, Middlebury, Perry.

WAGES

Per hour:	07/01/2025
Structural	\$ 35.75
Reinforcing	35.75
Ornamental	35.75
Fence Erector	35.75
Welder	35.75
Sheeter	36.00
Stone Derrick Man	35.75
Mach. Mov./Rigger	35.75
Precast Concrete Erector	35.75

Window/Curtainwall Erector	35.75
Pre-Engineered Building	35.75

SHIFT WORK

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply

10% for second shift work from 2:00PM - 7:00PM

15% for third shift work from 7:00PM - 12:00AM

When a single irregular shift is worked outside the standard workday with the start times based on second and third shifts, a 10% premium on hours worked applies.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 32.65

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

One year terms at the following rates.

1st.	2nd.	3rd.	4th.
\$21.50	\$23.50	\$25.50	\$27.50

Supplemental Benefits per hour:

Appr. 1st year	\$ 13.98
Appr. 2nd year	21.79
Appr. 3rd year	22.90
Appr. 4th year	24.02

5-33.1

Ironworker

05/01/2026

JOB DESCRIPTION Ironworker

DISTRICT 3

ENTIRE COUNTIES

Cattaraugus, Chautauqua

PARTIAL COUNTIES

Allegany: Entire county except the Towns of Birdsall, Burns and Grove.

Erie: All except the Town of Grand Island north of Whitehaven Road.

Genesee: Only the Townships of Alabama, Alexander, Darien and Pembroke

Steuben: Only the Townships of Canisteo, Freemont, Greenwood, Hartsville, Hornell, Hornellsville, Howard, Jasper, Troupsburg and West Union

Wyoming: Only the Townships of Arcade, Attica, Bennington, Eagle, Gainsville, Java, Orangeville, Pike, Sheldon, Warsaw and Wethersfield.

WAGES

Per hour: 07/01/2025

Structural	\$ 36.76
Ornamental	36.76
Layout	36.76
Rodmen	36.76
Reinforcing	36.76
Welders	36.76
Riggers & Mach. Movers	36.76
Curtain Wall Erector	36.76
Window Erector	34.31
Fence Erector	35.21

SHIFT WORK

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:

10% for second shift work from 2:00PM - 7:00PM

15% for third shift work from 7:00PM - 12:00AM

When a single irregular shift is worked outside the standard workday with the start times based on second and third shifts, a 10% premium on hours worked applies.

SUPPLEMENTAL BENEFITS

Per hour:

Fence Erectors	\$ 32.62
All others	34.12

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following wage:

1st	2nd	3rd	4th
\$ 21.50	\$ 23.50	\$ 25.50	\$ 27.50

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 15.57	\$ 25.88	\$ 27.35	\$ 28.83

3-6

Laborer - Building

05/01/2026

JOB DESCRIPTION Laborer - Building

DISTRICT 3

ENTIRE COUNTIES

Allegany, Chautauqua

PARTIAL COUNTIES

Cattaraugus: Entire county except the Town of Perrysburg and the Village of Gowanda.

WAGES

Per hour:	07/01/2025	07/01/2026
		Additional
Basic and Flagman	\$ 27.68	\$1.61
Blaster, Nozzelman, Curb	28.68	
and Flatwork Formsetter not	28.68	
on structures, Pipelayer	28.68	
Work 40 ft. and up	27.83	
Hazardous Waste	29.18	
Deleader & Asbestos Removal	29.68	
OSHA Level C or	29.68	
greater protective suit or	29.68	
any anti-contamination	29.68	
clothing is required	29.68	
With supplied air respirator	30.68	

SUPPLEMENTAL BENEFITS

Per hour:

\$ 22.49

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th
70%	80%	85%	90%

Supplemental benefits per hour:

\$ 22.49

Laborer - Heavy&Highway

05/01/2026

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 3

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua

WAGES

GROUP A: Basic, Drill Helper, Flagman, Outboard and Hand Boats. Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of Steel Mesh, Small Generators for Laborers' Tools, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Water Pump Operator (2" and Single Diaphragm), Nozzle (Asphalt, Guniting, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer, Grade Checker.

GROUP B: All Rock or Drilling Machine Operators (Except Quarry Master and Similar Type), Acetylene Torch Operators and Powderman. Blasters, Curb and Flatwork Formsetters not on structures, Stone or Granite Curb Setters, Designated Asphalt Rakers (not on cold patch), Tail or Screw Operator on Asphalt Paver.

Per hour:	07/01/2025	07/01/2026	07/01/2027
		Additional	Additional
GROUP A	\$ 33.93	\$5.00	\$3.50
GROUP B	34.33		
Hazardous waste removal, lead abatement, asbestos abatement add \$ 1.50			

SUPPLEMENTAL BENEFITS

per hour:
\$ 29.22

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th
70%	80%	85%	90%

Supplemental benefits per hour:

\$ 29.22

3-621h

Lineman Electrician

05/01/2026

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES

A Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors, assembly of all electrical materials, conduit, pipe, or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

Crane Operators: Operation of any type of crane on line projects.

Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on line projects.

Digging Machine Operator: All other digging equipment and augering on line projects.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

-----Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. Includes access matting for line work.

Per hour:	07/01/2025	05/04/2026	05/03/2027	05/01/2028
Group A:				
Lineman, Technician	\$ 61.56	\$ 64.37	\$ 66.84	\$ 69.47
Crane, Crawler Backhoe	61.56	64.37	66.84	69.47
Welder, Cable Splicer	61.56	64.37	66.84	69.47
Group B:				
Digging Mach. Operator	\$ 55.40	\$ 57.93	\$ 60.16	\$ 62.52
Group C:				
Tractor Trailer Driver	\$ 52.33	\$ 54.71	\$ 56.81	\$ 59.05
Groundman, Truck Driver	49.25	51.50	53.47	55.58
Equipment Mechanic	49.25	51.50	53.47	55.58
Group D:				
Flagger	\$ 33.86	\$ 35.40	\$ 36.76	\$ 38.21

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

-----Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work." Includes access matting for line work.

Group A:				
Lineman, Technician	\$ 61.56	\$ 64.37	\$ 66.84	\$ 69.47
Crane, Crawler Backhoe	61.56	64.37	66.84	69.47
Cable Splicer	67.72	70.81	73.52	76.42
Certified Welder, Pipe Type Cable	\$ 64.64	\$ 67.59	\$ 70.18	\$ 72.94
Group B:				
Digging Mach. Operator	\$ 55.40	\$ 57.93	\$ 60.16	\$ 62.52
Group C:				
Tractor Trailer Driver	\$ 52.33	\$ 54.71	\$ 56.81	\$ 59.05
Groundman, Truck Driver	49.25	51.50	53.47	55.58
Equipment Mechanic	49.25	51.50	53.47	55.58
Group D:				
Flagger	\$ 33.86	\$ 35.40	\$ 36.76	\$ 38.12

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

-----Below rates applicable on all railroad catenary installation and maintenance, third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. Includes access matting for line work.

Group A:				
Lineman, Tech, Welder	\$ 62.94	\$ 65.81	\$ 68.34	\$ 71.03
Crane, Crawler Backhoe	62.94	65.81	68.34	71.03
Cable Splicer	69.23	72.39	75.17	78.13
Certified Welder, Pipe Type Cable	66.09	69.10	71.76	74.58

Group B:				
Digging Mach. Operator	\$ 56.65	\$ 59.23	\$ 61.51	\$ 63.93
Group C:				
Tractor Trailer Driver	\$ 53.50	\$ 55.94	\$ 58.09	\$ 60.38
Groundman, Truck Driver	50.35	52.65	54.67	56.82
Equipment Mechanic	50.35	52.65	54.67	56.82
Group D:				
Flagger	\$ 34.62	\$ 36.20	\$ 37.59	\$ 39.07

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

-----Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. Includes access matting for line work.

Group A:				
Lineman, Tech, Welder	\$ 64.18	\$ 67.10	\$ 69.68	\$ 72.43
Crane, Crawler Backhoe	64.18	67.10	69.68	72.43
Group B:				
Digging Mach. Operator	\$ 57.76	\$ 60.39	\$ 62.71	\$ 65.19
Group C:				
Tractor Trailer Driver	\$ 54.55	\$ 57.04	\$ 59.23	\$ 61.57
Groundman, Truck Driver	51.34	53.68	55.74	57.94
Equipment Mechanic	51.34	53.68	55.74	57.94
Group D:				
Flagger	\$ 35.30	\$ 36.91	\$ 38.32	\$ 39.84

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

SHIFT WORK

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM to 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 %
3RD SHIFT	12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 %

SUPPLEMENTAL BENEFITS

Per hour:

	07/01/2025	05/04/2026	05/03/2027	05/01/2028
Group A	\$ 31.90*	\$ 32.90*	\$ 34.40*	\$ 35.90*
Group B	\$ 27.90*	\$ 28.90*	\$ 30.40*	\$ 31.90*
Group C	\$ 27.70*	\$ 28.50*	\$ 29.70*	\$ 30.90*
Group D	\$ 27.65*	\$ 28.40*	\$ 29.53*	\$ 30.66*

*Plus 7 % of the hourly wage paid. The 7% is based on straight time or premium time.

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Dept. of Jurisdiction.

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

HOLIDAY

Paid See (5, 6, 8, 15, 25) on HOLIDAY PAGE

Overtime See (5, 6, 8, 15, 25) on HOLIDAY PAGE

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:	07/01/2025	05/04/2026	05/03/2027	05/01/2028
All terms:	\$ 27.65*	\$ 28.40*	\$ 29.53*	\$ 30.66*

*Plus 7% of the hourly wage paid. The 7% is based on straight time or premium time.

6-1249a

Lineman Electrician - Teledata	05/01/2026

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

NOTE: Applies to all public work and covered private projects, including those receiving ConnectAll funding subject to LL 224-E, solicited prior to July 1, 2025. For all projects, excluding dial-up internet access service, solicited on or after July 1, 2025, please see BROADBAND

Per hour: 07/01/2025

Cable Splicer	\$ 40.81
Installer, Repairman	\$ 38.73
Teledata Lineman	\$ 38.73
Tech., Equip. Operator	\$ 38.73
Groundman/Flagger	\$ 20.53

For outside work, stopping at first point of attachment (demarcation).

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work, please see LINEMAN.

SHIFT WORK

THE FOLLOWING RATES APPLY WHEN THE CONTRACTING AGENCY MANDATES MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION ARE WORKED. WHEN TWO (2) OR THREE (3) SHIFTS ARE WORKED THE FOLLOWING RATES APPLY:

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 5.77
	*plus 3% of the hour wage paid

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting	05/01/2026

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

WAGES

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

Crane Operators: Operation of any type of crane on Traffic Signal/Lighting projects.

Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on Traffic Signal/Lighting projects.

Digging Machine Operator: All other digging equipment and augering on Traffic Signal/Lighting projects.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.

Per hour:	07/01/2025	05/04/2026	05/03/2027	05/01/2028
Group A:				
Lineman, Technician	\$ 52.86	\$ 55.31	\$ 57.40	\$ 59.64
Crane, Crawler Backhoe	52.86	55.31	57.40	59.64
Certified Welder	55.50	58.08	60.27	62.62
Group B:				
Digging Machine	\$ 47.57	\$ 49.78	\$ 51.66	\$ 53.68
Group C:				
Tractor Trailer Driver	\$ 44.93	\$ 47.01	\$ 48.79	\$ 50.69
Groundman, Truck Driver	42.29	44.25	45.92	47.71
Equipment Mechanic	42.29	44.25	45.92	47.71
Group D:				
Flagger	\$ 31.72	\$ 33.19	\$ 34.44	\$ 35.78

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

SHIFT WORK

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM	REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM	REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM	REGULAR RATE PLUS 31.4%

SUPPLEMENTAL BENEFITS

Per hour worked:

	07/01/2025	05/04/2026	05/03/2027	05/01/2028
Group A	\$ 31.90*	\$ 32.90*	\$ 34.40*	\$ 35.90*
Group B	\$ 27.90*	\$ 28.90*	\$ 30.40*	\$ 31.90*
Group C	\$ 27.70*	\$ 28.50*	\$ 29.70*	\$ 30.90*
Group D	\$ 27.65*	\$ 28.40*	\$ 29.53*	\$ 30.66*

* Plus 7% of the hourly wage paid. The 7% is based on straight time or premium time.

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Dept. of Jurisdiction.

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

HOLIDAY

Paid: See (5, 6, 8, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 25) on HOLIDAY PAGE

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

	07/01/2025	05/04/2026	05/03/2027	05/01/2028
All terms:	\$ 27.65*	\$ 28.40*	\$ 29.53*	\$ 30.66*

* Plus 7% of the hourly wage paid. The 7% is based on straight time or premium time.

6-1249a-LT

Lineman Electrician - Tree Trimmer

05/01/2026

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES

Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also includes stump removal near underground energized electrical lines including telephone and CATV lines.

Per hour:	07/01/2025	01/01/2026	01/04/2026	01/03/2027
Tree Trimmer	\$ 33.18	\$ 33.18	\$ 34.67	\$ 36.23
Equipment Operator	29.35	29.35	30.67	32.05
Equipment Mechanic	29.35	29.35	30.67	32.05
Truck Driver	23.85	23.85	24.93	26.05
Groundman	19.64	19.64	20.53	21.45
Flagger	15.50	16.00	16.20	16.93

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 10.98*	\$ 10.98*	\$ 11.23*	\$ 11.48*

* Plus 4.5% of the hourly wage paid. The 4.5% is based on straight time rate or premium rate.

OVERTIME PAY

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

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

HOLIDAY

Paid: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday. All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

Mason - Building

05/01/2026

JOB DESCRIPTION Mason - Building

DISTRICT 5

ENTIRE COUNTIES

Chemung, Schuyler, Steuben

PARTIAL COUNTIES

Allegany: Only the Townships of Alfred, Almond, Andover and Burns.

WAGES

Per Hour:	07/01/2025
Building:	

Bricklayer, Cement \$ 33.26
Mason, Plasterer, Stone
Mason, Tuck Pointer

SUPPLEMENTAL BENEFITS

Per hour:
Journeyman \$ 31.66

OVERTIME PAY

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

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following wage:

1st	2nd	3rd	4th
\$ 20.29	\$ 25.28	\$ 27.36	\$ 29.93

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 26.92	\$27.82	\$ 29.69	\$ 31.05

5-3b - Co - Z2

Mason - Building

05/01/2026

JOB DESCRIPTION Mason - Building

DISTRICT 5

ENTIRE COUNTIES

Chautauqua

PARTIAL COUNTIES

Allegany: Entire county except the Townships of Alfred, Almond, Andover and Burns.

Cattaraugus: Entire county except the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour: 07/01/2025

Building:

Bricklayer Cement \$ 39.83

Mason, Plasterer, Stone

Mason, Tuck Pointer

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 24.27

OVERTIME PAY

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

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following rates:

1st	2nd	3rd	4th
\$ 24.01	\$ 27.58	\$ 31.68	\$ 35.75

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 14.35	\$ 17.21	\$ 19.55	\$ 21.91

5-3B - Jam - Z2

Mason - Heavy&Highway

05/01/2026**JOB DESCRIPTION** Mason - Heavy&Highway**DISTRICT** 5**ENTIRE COUNTIES**

Allegany, Broome, Chautauqua, Chemung, Chenango, Cortland, Delaware, Genesee, Livingston, Monroe, Ontario, Orleans, Otsego, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

PARTIAL COUNTIES

Cattaraugus: Entire county except in the Township of Perrysburg and the Village of Gowanda only the Bricklayer classification applies.

Erie: Only the Bricklayer classification applies.

Niagara: Only the Bricklayer classification applies.

WAGES

Per hour: 07/01/2025

Heavy & Highway:

Cement Mason \$ 38.63

Bricklayer 38.63

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 26.28

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

1500 hour terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental benefits per hour:

1st term	\$ 15.40
2nd term	\$ 24.62
3rd term	\$ 25.04
4th term	\$ 25.45

5-3h

Mason - Tile Finisher

05/01/2026**JOB DESCRIPTION** Mason - Tile Finisher**DISTRICT** 5**ENTIRE COUNTIES**

Chautauqua

PARTIAL COUNTIES

Allegany: Entire County with the exception of the Towns of Alfred, Almond, Andover and Burns.

Cattaraugus: With the exception of the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour: 07/01/2025

Building:

Marble, Slate, Terrazzo \$ 34.44

and Tile Finisher

SUPPLEMENTAL BENEFITS

Per hour: \$ 21.48

OVERTIME PAY

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

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

1st and 2nd term 1200 hours and 3rd term 1300 hours at the following wage:

1st	2nd	3rd
\$ 22.53	\$ 26.69	\$ 28.41

Supplemental benefits per hour:

1st	2nd	3rd
\$ 10.92	\$ 12.38	\$ 16.27

5-3TF - Z2

Mason - Tile Finisher

05/01/2026

JOB DESCRIPTION Mason - Tile Finisher

DISTRICT 5

ENTIRE COUNTIES

Broome, Chemung, Chenango, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

PARTIAL COUNTIES

Allegany: Towns of Alfred, Almond, Andover and Burns in Allegany County

WAGES

Wages

Per hour: 07/01/2025

Building:

Marble, Slate, Terrazzo and Tile Finisher \$ 32.45

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 23.52

OVERTIME PAY

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

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following wage:

1st	2nd	3rd
\$ 19.47	\$ 22.72	\$ 25.96

Supplemental benefits per hour:

1st	2nd	3rd
\$ 15.12	\$ 15.72	\$ 20.37

5-3TF - Z4

Mason - Tile Setter

05/01/2026

JOB DESCRIPTION Mason - Tile Setter

DISTRICT 5

ENTIRE COUNTIES

Broome, Chemung, Chenango, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

PARTIAL COUNTIES

Allegany: Towns of Alfred, Almond, Andover and Burns.

WAGES

Wages

Per Hour: 07/01/2025

Building:

Marble, Slate, Terrazzo \$ 34.69

and Tile Setter

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 27.06

OVERTIME PAY

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

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following wage:

1st	2nd	3rd	4th
\$ 20.81	\$ 24.28	\$ 27.75	\$ 31.22

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 15.59	\$ 16.26	\$ 25.70	\$ 26.38

5-3TS - Z4

Mason - Tile Setter

05/01/2026

JOB DESCRIPTION Mason - Tile Setter

DISTRICT 5

ENTIRE COUNTIES

Chautauqua

PARTIAL COUNTIES

Allegany: Entire County with the exception of the towns of Alfred, Almond, Andover and Burns.

Cattaraugus: With the exception of the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour: 07/01/2025

Building:

Marble, Slate, Terrazzo \$ 39.34

and Tile Setter

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 22.41

OVERTIME PAY

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

*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following wage:

1st	2nd	3rd	4th
\$ 24.94	\$ 28.49	\$ 32.24	\$ 36.00

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 12.01	\$ 14.66	\$ 17.11	\$ 19.55

5-3TS - Z2

Millwright

05/01/2026

JOB DESCRIPTION Millwright

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES

THE FOLLOWING RATE APPLIES TO ANY GAS/STEAM TURBINE AND OR RELATED COMPONENT WORK, INCLUDING NEW INSTALLATIONS OR MAINTENANCE AND ANY/ALL WORK PERFORMED WITHIN THE PROPERTY LIMITS OF A NUCLEAR FACILITY.

Per hour: 07/01/2025

Millwright - \$ 47.00
Power Generation

NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive an additional \$1.75 per hour provided they are directed to perform Certified Welding.
- If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) is required, then that employee shall receive an additional \$1.50 per hour.
- An employee performing the work of a machinist shall receive an additional \$2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker \$ 28.45*

*NOTE: Subject to OT premium

OVERTIME PAY

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

HOLIDAY

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

NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES

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

Appr. 1st year	65%*
Appr. 2nd year	75%*
Appr. 3rd year	80%*
Appr. 4th year	90%*

*NOTE: Additional premium for the following work listed below:

Certified Welder	\$ 1.75
Hazardous Waste Work	1.50
Machinist	2.00
Underground (500' and below)	1.00

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 11.95
Appr. 2nd year	23.50
Appr. 3rd year	25.15
Appr. 4th year	26.80

6-1163Power

Millwright

05/01/2026

JOB DESCRIPTION Millwright

DISTRICT 6

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Herkimer, Madison, Seneca, Tioga, Yates

WAGES

Per hour: 07/01/2025

Building	\$ 38.00
Heavy & Highway	41.50

NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive an additional \$1.75 per hour provided he/she is directed to perform certified welding.
- On Building projects, If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive an additional \$1.50 per hour.
- H/H work performed on hazardous waste sites where employees are required to wear protective gear shall receive an additional \$2.00 per hour over the Millwright H/H rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive an additional \$2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 26.54

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on a Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES

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

Appr. 1st year	65%*
Appr. 2nd year	75%*
Appr. 3rd year	80%*
Appr. 4th year	90%*

*NOTE: Additional premium for the following work listed below:

Certified Welder	\$ 1.75
Hazardous Waste (Bldg)	1.50
Hazardous Waste (H/H)	2.00
Machinist	2.00
Underground (500' and below)	1.00

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 11.95
Appr. 2nd year	22.16
Appr. 3rd year	23.62
Appr. 4th year	25.08

6-1163 Zone 2

Operating Engineer - Building

05/01/2026

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 7

ENTIRE COUNTIES

Allegany, Chemung, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates

PARTIAL COUNTIES

Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98, and the entirety of the City of Batavia.

WAGES

---In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.

---If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class 3.

CLASS A1*: All Cranes (A1 Includes Boom Trucks, Cableway, Cherry Picker, Derrick, Dragline, Dredge, Overhead Crane, Pile Driver, Tower Crane**, Truck Crane, Whirlies).

CLASS 1: Air Tugger; All terrain telescoping material handler; Barber Green and similar type machines; Clamshell; Dragline Shovel and similar machines over three-eighths cu. yd. capacity (Factory rating); Carrier mounted Backhoes that swing 360 degrees; Big Generator Plant Hoist (on steel erection); Bridge Crane (all types); Caisson auger and similar type machine; Dredge; Excavator all purpose hydraulically operated; Forklift (with Factory rating of 15' or more of lift); Hoist (on steel erection); Hydraulic/Krupp Drill; 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).

CLASS 2: A-Frame Truck; Backfilling Machine; Backhoe (tractor mounted); 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 than 1200 CFM but not to exceed 2000 CFM); Concrete Mixer; Concrete Placer; Concrete Pump; Mini Locomotives (all types); Elevating Grader; Elevator; Fine Grade and Finish Rollers; Fine Grade Machines (all kinds); Forklift with factory rating of less than 15' of lift; Front End Loader; Guniting 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; Pavement Grinder; Post Hole Digger; Pumps (regardless of motive power) no more than four (4) in number not to exceed twenty (20) inches in total capacity (not to include single electric pumps up to and including four (4) inches); Shot Crete Pumping Machine; Side Boom; Tractor; Skid Steer Loader (including attachments); Stoner Crusher; Tournadozer and similar types; Tournapull and similar types; Trenching Machines; Welder; Well Drill; Well Point System.

CLASS 3: Compressors - any combination (Not to exceed three (3) pieces of equipment 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 (except gas driven up to 300 amp); Mechanical Conveyor (over 12 ft. in length); Junior Engineers/Oilers.

Per hour: 07/01/2025

CLASS A1*	\$ 47.64
CLASS 1	43.14
CLASS 2	42.34
CLASS 3	39.64

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

(*) **TONNAGE PREMIUMS:**

All cranes up to 64 tons capacity - A1 rate
All cranes 65 ton to 110 ton capacity - A1 rate plus \$ 1.50
All cranes 111 ton to 199 ton capacity - A1 rate plus \$ 2.00
All cranes 200 ton to 399 ton capacity - A1 rate plus \$ 3.00
All cranes 400 ton to 599 ton capacity - A1 rate plus \$ 4.00
All cranes 600 ton to 799 ton capacity - A1 rate plus \$ 5.00
All cranes 800 ton to 999 ton capacity - A1 rate plus \$ 6.00
All cranes 1000 ton capacity and over - A1 rate plus \$ 7.00

(**) Tower Cranes - A1 rate plus \$2.50 (no tonnage premiums)

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 35.61

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

WAGES: One year terms at the following percentage of the Journeyworker's wage listed below.

1st year	60% of CLASS 3 rate
2nd year	65% of CLASS 3 rate
3rd year	75% of CLASS 2 rate
4th year	80% of CLASS 1 rate

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

SUPPLEMENTAL BENEFITS per hour: Same as Journeyworker

7-158-832B

Operating Engineer - Building - Excavating & Paving

05/01/2026

JOB DESCRIPTION Operating Engineer - Building - Excavating & Paving

DISTRICT 7

ENTIRE COUNTIES

Allegany, Chemung, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates

PARTIAL COUNTIES

Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98, and the entirety of the City of Batavia.

WAGES

NOTE: The following rates apply to "Site Work" which may include site preparation, grading, underground work, athletic fields, paving, skateboard parks and all other work outside the footprint of any building.

This wage schedule does not cover Hazardous Waste Removal work, See Heavy/Highway schedule (7-158-832H)

CLASS A: All terrain Telescoping Material Handler; 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; Excavator (all purpose-hydraulically operated); Front End Loader (4 cu. yd. and over); Hoist (two or three drum); Hydro-Axe; Hydraulic/Krupp Drill; Pile Driver; Power Grader (with elevating loader attachment); Quarry Master (or equivalent); Remote controlled Excavator with attachments; Shovel; Slip Form Paver (if a second man is needed, he shall be an Oiler); Tractor Drawn Belt-Type Loader; Truck Crane; Tunnel Shovel.

CLASS B: Articulated off-road Material Hauler; 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 2,000 c.f.m. combined capacity); Concrete Paver (over 16'); Concrete Pump; Crusher; Drill Rigs (tractor mounted); Front-end Loader (under 4 cu. yd.); Hi-pressure Boiler (15 lbs. and over); Hoist (one drum); Kolman Plant Loader and similar type loaders (if Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler); 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; Skid Steer Loader (including attachments); Tractor Scraper; Tractor with Dozer and/or Pusher; Trencher; Vacuum Truck; Winch.

CLASS C: Compressors (4 not to exceed 2,000 c.f.m. combined capacity) or (3 or less with more than 1,200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors (any size but subject to other provisions for compressors), Dust Collectors, Generators, Welding Machines (four 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; Guniting 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; Vibrator Compactor; Vibro Tamp; Well Point.

CLASS D: Compressor (any size, but subject to other provisions for compressors), Dust Collectors, Generator, Welding machines (three or less of any type or combination); Concrete Mixer (16' and under); Concrete Saw (self-propelled); Form Tamper; Mulching Machine; Power Heaterman; Pumps (regardless of motive power no more than 3 in number not to exceed 12" in total capacity); Revinus Widener; Steam Cleaner; Tractor.

CLASS E: Junior Engineer/Oiler

Per hour: 07/01/2025

CLASS A	\$ 41.26
CLASS B	40.79
CLASS C	40.10
CLASS D	36.61
CLASS E	35.38

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 35.26

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

7-158-832BEX

Operating Engineer - Heavy&Highway

05/01/2026

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 7

ENTIRE COUNTIES

Allegany, Chemung, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates

PARTIAL COUNTIES

Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98, and the entirety of the City of Batavia.

WAGES

NOTE:

---In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.

---If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C.

CLASS A1*: All Cranes that require a NYS Crane License (Boom Truck, Cherry Picker, Derrick, Dragline, Overhead Crane (Gantry or Straddle Type), Pile Driver, Tower Crane (including self erecting)**, Truck Crane).

CLASS A: Asphalt Curb Machine (self-propelled, slipform); Asphalt Paver; Automated Concrete Spreader (CMI type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Backhoe Excavator, Full Swing (CAT 212 or similar type); Back Filling Machine; Belt Placer (CMI type); Blacktop Plant (automated); Blacktop Roller; Bulldozer (being operated with active GPS); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled, slipform); Concrete Pump; Cranes - Listed in A1 that do not require a NYS Crane License; Directional Boring/Drilling Machine; Dredge; Dual Drum Paver; Excavator (all purpose-hydraulic, Gradall or similar); Front End Loader (4 cu. yd. & over); Head Tower (Sauerman or equal); Hoist (two or three drum); Holland Loader; Maintenance Engineer; Mine Hoist; Mucking Machine or Mole; Pavement Breaker (SP Wertgen; PB-4 and similar type); Profiler/Milling Machine (over 105 h.p.); Power Grader; Quad 9; Quarry Master (or equivalent); Scraper; Shovel; Side Boom; Slip Form Paver; Tractor Drawn Belt-Type Loader; Truck or Trailer Mounted Chipper (self-feeder); Tug Operator (manned rented equipment excluded); Tunnel Shovel.

CLASS B: Backhoe (tractor mounted, rubber tired); Bituminous Recycler Machine; Bituminous Spreader and Mixer; Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Bridge Deck Finishing Machine; Brokk; Cage Hoist; Central Mix Plant (non-automated) and All Concrete Batching Plants; Concrete Paver (over 16'); Crawler Drill (self-contained); Crusher; Diesel Power Unit; Drill Rigs (truck or tractor mounted); Front End Loader (under 4 cu. yd.); Greaseman - Lubrication Engineer; HiPressure Boiler (15 lbs & over); Hoist (one drum); Hydro-Axe; Kolman Plant Loader & similar type loaders; Locomotive; Material Handling Knuckle Boom; Mini-Excavator (under 18,000lbs); Mixer (for stabilized base, self-propelled); Monorail Machine; Profiler/Milling Machine (105 h.p. and under); Plant Engineer; Prentice Loader; Pug Mill; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above subgrade); Sea Mule; Self-contained ride-on Rock Drill (excluding Air-Track type drill); Skidder; Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Vacuum Machine (mounted or towed); Vermeer Saws (ride-on, any size or type); Welder; Winch and Winch Cat; Work Boat Operator including L.C.M.'s.

CLASS C: "A" Frame Winch Hoist (On Truck); Aggregate Plant; Articulated Heavy Hauler; Asphalt or Concrete Grooving Machine (ride-on); Ballast Regulator (ride-on); Bituminous Heater (self-propelled); Boat (powered); Boiler (used in conjunction with production); Cement & Bin Operator; Compressors***; Concrete Pavement Spreader and Finisher; Concrete Paver or Mixer (16' & under); Concrete Saw (self-propelled); Conveyor; Deck Hand; Directional Boring/Drilling Machine Locator; Drill (Core); Drill (Well); Dust Collectors***; Electric Pump When Used in Conjunction with Well Point System; Farm Tractor with accessories; Fine Grade Machine; Fireman; Fork Lift; Form Tamper; Generators***; Grout Pump; Guniting Machine; Hammers (hydraulic self-propelled); Heaters***; Hydra-Spiker (ride-on); Hydraulic Pump (jacking system); Hydro-Blaster (water); Light Plants***; Mulching Machine; Oilier; Parapet Concrete or Pavement Grinder; Post Hole Digger (excluding hand-held); Post Driver; Power Broom (towed); Power Heaterman; Power Sweeper; Pumps***; Revinus Widener; Roller (subgrade & fill); Scarifier (ride-on); Shell Winder; Skid Steer Loader (Bobcat or similar); Span Saw (ride-on); Steam Cleaner; Tamper (ride-on); Tie Extractor (ride-on); Tie Handlers (ride-on); Tie Inserters (ride-on); Tie Spacers (ride-on); Tire Repair; Track Liner (ride-on); Tractor; Tractor (with towed accessories); Vacuum Machine (self-propelled); Vibratory Compactor; Vibro Tamp; Welding Machines***; Well Point.

***CLASS C NOTE: Considered Hands-Off(unmanned). Includes only operation and maintenance of the equipment.

Per hour: 07/01/2025

CLASS A1*	\$ 58.38
CLASS A	55.38
CLASS B	54.68
CLASS C	51.81

(*) TONNAGE PREMIUMS:

All cranes up to 64 ton capacity - A1 rate

All cranes 65 ton to 110 ton capacity - A1 rate plus \$ 1.50

All cranes 111 ton to 199 ton capacity - A1 rate plus \$ 2.00

All cranes 200 ton to 399 ton capacity - A1 rate plus \$ 3.00

All cranes 400 ton to 599 ton capacity - A1 rate plus \$ 4.00

All cranes 600 ton to 799 ton capacity - A1 rate plus \$ 5.00

All cranes 800 ton to 999 ton capacity - A1 rate plus \$ 6.00

All cranes 1000 ton capacity and over - A1 rate plus \$ 7.00

(**) Tower Cranes - A1 rate plus \$3.00 (no tonnage premiums apply)

- Cranes in Luffer Configuration - A1 rate plus \$ 5.00.
- Cranes with external ballast (Tray or Wagon) - A1 rate plus \$ 5.00.

Additional \$2.50 per hour for hazardous waste removal work on a State and/or Federally designated waste site which requires employees to wear Level C or above forms of personal protection.

SHIFT WORK

Additional \$2.50 per hour for all employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 36.03

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

WAGES: (1000) hour terms at the following percentage of Journeyworker's CLASS B wage.

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

Additional \$2.50 per hour for hazardous waste removal work on a State and/or Federally designated waste site which requires employees to wear Level C or above forms of personal protection.

SUPPLEMENTAL BENEFITS per hour: Same as Journeyworker

7-158-832H

Operating Engineer - Survey Crew

05/01/2026

JOB DESCRIPTION Operating Engineer - Survey Crew

DISTRICT 12

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schoenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to Building, Tunnel and Heavy Highway.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2025

Party Chief	\$ 52.91
Instrument Person	48.67
Rod Person	36.29

Additional \$3.00/hr. for Tunnel Work

Additional \$2.50/hr. for Hazardous Work Site

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 30.10

OVERTIME PAY

See (B, E, P, *X) on OVERTIME PAGE

*Note: \$25.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

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

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2025

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 21.88 / PHP \$18.03
1001-2000	24.90 / " 20.45
2001-3000	27.93/ " 22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

05/01/2026

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 12

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2025

Party Chief	\$ 52.91
Instrument Person	48.67
Rod Person	36.29

Additional \$3.00/hr. for Tunnel Work.

Additional \$2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 30.10

OVERTIME PAY

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

*Note: \$25.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

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

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2025

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 21.88 / PHP \$18.03
1001-2000	\$ 24.90 / " 20.45
2001-3000	\$ 27.93 / " 22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

Operating Engineer - Tunnel**05/01/2026**

JOB DESCRIPTION Operating Engineer - Tunnel

DISTRICT 7

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.

Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine(Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel.

CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant(non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self-propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Vacuum Machine (mounted or towed); Welder; Winch; Winch Cat.

CLASS C: A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Gunite Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifer (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point.

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors (3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (3 or less or any type or combination)); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinius Widener; Shell Winder; Steam Cleaner; Tractor.

Per hour: 07/01/2025

CLASS A	\$ 58.44
CLASS B	57.22
CLASS C	54.43

CLASS D 51.42

Additional \$5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection.

CRANES:

Crane 1: All cranes, including self-erecting.

Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks.

Crane 1	\$ 62.44
Crane 2	61.44
Crane 3	60.44

SUPPLEMENTAL BENEFITS

Per hour:

\$ 25.90
+ 10.10*

* This portion of the benefits subject to SAME PREMIUM as shown for overtime wages.

OVERTIME PAY

See (B, B2, E, Q, X) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

WAGES:(1000) hours terms at the following percentage of Journeyworker's Class B wage.

1st term	60%
2nd term	65%
3rd term	70%
4th term	75%

SUPPLEMENTAL BENEFITS per hour: Same as Journeyworker

7-158-832TL.

Painter

05/01/2026

JOB DESCRIPTION Painter

DISTRICT 3

ENTIRE COUNTIES

Allegany, Erie, Genesee, Niagara, Orleans, Wyoming

PARTIAL COUNTIES

Cattaraugus: Entire County except the Townships of Conewango, Leon, Napoli, New Albion, Randolph and South Valley.

Chautauqua: Only the Townships of Awkright, Dunkirk, Hanover, Pomfret, Portland, Sheridan and Villenova.

Livingston: Only the Townships of North Dansville, Nunda, Ossian, Portage, Sparta, Spring Water and West Sparta.

Steuben: Only the Townships of Avoca, Canisteo, Cohocton, Dansville, Fremont, Greenwood, Hartsville, Hornellsville, Howard, Jasper, Prattsburg, Pulteney, Troupsburg, Tuscarora, Urbana, Wayland, Wayne, Woodhull, West Union, Wheeler, and the City of Hornell.

WAGES

Per hour:	07/01/2025	05/01/2026 Additional
Basic Rate (Brush & Roll)	\$ 33.00	\$ 1.93
Spray painting, wallcovering	33.00	1.93
Abrasive and hydroblasting	33.00	1.93
Taping/DryWall Finisher	34.00	2.13
Skeleton Steel*	33.75	1.93

* Skeleton Steel: No floors, walls or ceiling are constructed, including radio and television towers, flagpoles, smokestacks and cranes.

SUPPLEMENTAL BENEFITS

Per hour:

Basic Rate (Brush & Roll)	
Spray painting, wallcovering	
Abrasive and hydroblasting and	
Skeleton Steel	\$ 28.51
Taping/Drywall Finisher	\$ 28.81

OVERTIME PAY

Exterior work only See (B, E2, E4, F, R) on OVERTIME PAGE.

All other work See (B, F, R) on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

Painter/Decorator: 750 hour terms at the following wage:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 18.00	\$ 19.00	\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00	\$ 24.00	\$ 25.00

Taper/Drywall Finisher: 750 hour terms at the following wage:

1st	2nd	3rd	4th	5th	6th
\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00	\$ 24.00	\$ 25.00

Supplemental benefits per hour:

Painter/Decorator and Taper/Drywall Finisher:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 3.35	\$ 5.35	\$ 6.35	\$ 6.85	\$ 7.35	\$ 7.85	\$ 8.35	\$ 8.60

3-4-Buf, Nia, Olean

Painter

05/01/2026

JOB DESCRIPTION Painter

DISTRICT 3

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Delaware, Erie, Genesee, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

WAGES

Per hour:	07/01/2025	05/01/2026
		Additional
Bridge	\$ 46.19	\$ 2.50
Tunnel	46.19	
Tank*	44.19	

For Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

*Tank rate applies to indoor and outdoor tanks, tank towers, standpipes, digesters, waste water treatment tanks, chlorinator tanks, etc. Covers all types of tanks including but not limited to steel tanks, concrete tanks, fiberglass tanks, etc.

SHIFT WORK

Note an additional \$1.50 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

SUPPLEMENTAL BENEFITS

Per hour:	\$ 31.51

OVERTIME PAY

Exterior work only See (B, E2, E4, F, R) on OVERTIME PAGE.

All other work See (B, F, R) on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following wage:

1st	2nd	3rd	4th	5th	6th
\$ 24.00	\$ 26.00	\$ 28.00	\$ 30.00	\$ 34.00	\$ 38.00

Supplemental benefits per hour:

1st	2nd	3rd	4th	5th	6th

\$ 6.60 \$ 6.95 \$ 7.30 \$ 7.65 \$ 8.00 \$ 8.35

3-4-Bridge, Tunnel, Tank

Painter - Metal Polisher

05/01/2026

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

07/01/2025

Metal Polisher \$ 40.33
Metal Polisher* 41.43
Metal Polisher** 44.33

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2025

Journeyworker:

All classification \$ 13.44

OVERTIME PAY

See (B, E, P, T) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year term at the following wage rates:

07/01/2025

1st year \$ 20.17
2nd year 22.18
3rd year 24.20

1st year* \$ 20.56
2nd year* 22.62
3rd year* 24.74

1st year** \$ 22.67
2nd year** 24.68
3rd year** 26.70

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:

Per hour:

1st year \$ 8.94
2nd year 8.94
3rd year 8.94

8-8A/28A-MP

Plumber

05/01/2026

JOB DESCRIPTION Plumber

DISTRICT 5

ENTIRE COUNTIES

Livingston, Monroe, Ontario, Yates

PARTIAL COUNTIES

Allegany: Only the Townships of Alfred, Almond, Andover, Birdsall, Burns, Grove, Independence, that portion of Scio which lies east of RT. 19, Ward, Wellsville, W. Almond and Willing
Genesee: Only the Townships of Bergen, Bethany, Byron, Leroy, Pavillion and Stafford.
Orleans: Only the Townships of Albion, Barre, Carlton, Clarendon, Gaines, Kendall and Murray.
Seneca: Only the Townships of Fayette, Junius, Ovid, Romulus, Seneca Falls, Tyre, Varick and Waterloo.
Steuben: Only the Townships of Avoca, Cameron, Canisteo, Cohocton, Dansville, N. Dansville, Freemont, Greenwood, Hartsville, City of Hornell, Hornellsville, Howard, Jasper, Pulteney, Prattsburg, Rathbone, Troopsburg, Tuscarora, W. Union, Wayland, Wheeler and Woodhull.
Wayne: Only the Townships of Arcadia (Newark), Galen (Clyde), Huron, Macedon, Marion, Lyons, Ontario, Palmyra, Rose, Sodus, Walworth and Williamson.

WAGES

Per hour 07/01/2025

Plumber \$ 42.68
Steamfitter 42.68

SUPPLEMENTAL BENEFITS

Per hour:
Journeyman \$ 27.88

NOTE-\$ 5.50 of this amount must be paid at the same premium as the wage for overtime hours.

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE
Site work & New const. See (B,E,E2,Q) on OVERTIME PAGE.

All other work See (B,E,Q) on OVERTIME PAGE.

HOLIDAY

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

REGISTERED APPRENTICES

One year terms at the following percentage of Journeyman's wage.

1st.	2nd.	3rd.	4th.	5th.
50%	55%	59%	66%	75%

Supplemental Benefits per hour:

1st year	\$ 8.93
2nd year	12.09 *
3rd year	13.68**
4th year	15.57***
5th year	18.64****

*NOTE-2nd year \$0.83 of this amount must be paid at the same premium as the wage for overtime hours.

**NOTE-3rd year \$1.10 of this amount must be paid at the same premium as the wage for overtime hours.

***NOTE-4th year \$1.49 of this amount must be paid at the same premium as the wage for overtime hours.

****NOTE-5th year \$2.64 of this amount must be paid at the same premium as the wage for overtime hours.

5-13-SF

Plumber

05/01/2026

JOB DESCRIPTION Plumber

DISTRICT 3

ENTIRE COUNTIES

Cattaraugus, Chautauqua, Erie, Niagara, Wyoming

PARTIAL COUNTIES

Allegany: Only the Townships of Allen, Alma, Amity, Angelica, Belfast, Bolivar, Caneadea, Centerville, Clarksville, Cuba, Genesee, Friendship, Granger, Hume, New Hudson, Rushford, Wirt and that portion of Scio which lies west of Rt. 19.
Genesee: Only the Townships of Alabama, Alexander, Batavia, Darien, Elba, Oakfield, Pembroke and the City of Batavia.
Orleans: Only the Townships of Ridgeway, Shelby and Yates.

WAGES

Per hour: 07/01/2025

Plumber \$ 43.53
Steamfitter \$ 43.53

Note - Add 10% (ten percent) to wage when HAZMAT training is required or when OSHA compliant respirator protection is required.

SHIFT WORK

Additional \$1.75 for time worked on second shift 4:30pm - 12:30am

Additional \$2.00 for time worked on third shift 12:30am - 8:00am

SUPPLEMENTAL BENEFITS

Per hour:

\$ 30.15

Note - \$6.24 of this amount must be paid at the same premium as the wage.

OVERTIME PAY

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

* Double time after 11 hours per day on Weekdays.

** Double time after 10 hours per day on Saturday.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th	5th
50%	60%	70%	75%	90%

Note - Add 10% (ten-percent) to wage when HAZMAT training is required or when OSHA compliant respirator protection is required.

Supplemental benefits per hour:

\$ 25.23

Note - \$6.24 of this amount must be paid at the same premium as the wage.

3-22-P

Roofer

05/01/2026

JOB DESCRIPTION Roofer

DISTRICT 3

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua

WAGES

Per hour:	07/01/2025	05/01/2026	05/01/2027	05/01/2028
		Additional	Additional	Additional
Roofer	\$ 36.70	\$2.50	\$2.50	\$2.50
Waterproofer	36.70	\$2.50	\$2.50	\$2.50
Asbestos abatement add \$2.00 per hour.				

SUPPLEMENTAL BENEFITS

Per hour:

\$ 18.00

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

0-500	55%
501-1500	60%
1501-2500	70%
2501-3500	80%
3501-4500	90%

Supplemental benefits per hour:

0-500	\$ 0.68
501-3500	11.00
3501-4500	15.61

3-210

Sheetmetal Worker

05/01/2026

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 2

ENTIRE COUNTIES

Allegany, Broome, Chemung, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

WAGES

Per hour:

	07/01/2025	05/01/2026	05/01/2027 Additional
Sheetmetal Worker	\$ 39.74 + 0.99*	\$ 40.82 + 1.02*	\$ 4.00**

NOTE: Ten cents (\$0.10) per hour additional premium to be paid when working polyresin fiberglass.

*Amount is paid for every hour worked (amount not subject to overtime premium)

**To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:	\$ 22.41	\$ 25.33

OVERTIME PAY

See (*B1, Q) on OVERTIME PAGE

*On Saturday, time and one half of the hourly rate for the first ten (10) hours, then two (2) times the hourly wage rate for all hours after ten (10) hours worked.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Holidays are observed on the Holiday, not on the day that it is locally observed.

REGISTERED APPRENTICES

WAGES per hour:

Indentured after 05/01/2025 (1-year Terms):

	1st	2nd	3rd	4th	5th
07/01/2025	\$ 23.84 +0.60*	\$ 25.83 +0.65*	\$ 27.82 +0.70*	\$ 31.79 +0.79*	\$ 33.78 +0.84*
05/01/2026	\$ 24.49 +0.61*	\$ 26.53 +0.66*	\$ 28.57 +0.71*	\$ 32.66 +0.82*	\$ 34.70 +0.87*

Indentured prior to 05/01/2025 (Half Year Terms):

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2025	\$ 23.84 +0.60*	\$ 23.84 +0.60*	\$ 25.83 +0.65*	\$ 27.82 +0.70*	\$ 29.81 +0.75*	\$ 31.79 +0.79*	\$ 33.78 +0.84*	\$ 35.77 +0.89*
05/01/2026	\$ 24.49 +0.61*	\$ 24.49 +0.61*	\$ 26.53 +0.66*	\$ 28.57 +0.71*	\$ 30.62 +0.77*	\$ 32.66 +0.82*	\$ 34.70 +0.87*	\$ 36.74 +0.92*

*Amount is paid for every hour worked (amount not subject to overtime premium)

SUPPLEMENTAL BENEFITS per hour:

Indentured after 05/01/2025:

	1st	2nd	3rd	4th	5th
07/01/2025	\$ 2.12	\$ 18.64	\$ 18.72	\$ 18.88	\$ 22.17
05/01/2026	\$ 2.28	\$ 21.05	\$ 21.13	\$ 21.30	\$ 25.08

Indentured prior to 05/01/2025:

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2025	\$ 2.12	\$ 2.12	\$ 18.64	\$ 18.72	\$ 18.80	\$ 18.88	\$ 18.97	\$ 19.05
05/01/2026	\$ 2.28	\$ 2.28	\$ 21.05	\$ 21.13	\$ 21.22	\$ 21.30	\$ 21.38	\$ 21.46 2-112

Sprinkler Fitter

05/01/2026

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Washington, Wayne, Wyoming, Yates

WAGES

Per hour 07/01/2025

Sprinkler \$ 45.06
Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journeyworker \$ 29.41

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 23.28	\$ 25.98	\$ 28.15	\$ 30.31	\$ 31.94	\$ 34.64	\$ 36.81	\$ 38.97	\$ 41.14	\$ 43.30

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 9.57	\$ 9.57	\$ 21.49	\$ 21.49	\$ 21.74	\$ 21.74	\$ 21.74	\$ 21.74	\$ 21.74	\$ 21.74

1-669

Teamster - Building

05/01/2026

JOB DESCRIPTION Teamster - Building

DISTRICT 6

ENTIRE COUNTIES

Broome, Cayuga, Cortland, Delaware, Onondaga, Seneca, Tompkins, Yates

PARTIAL COUNTIES

Allegany: Only the Townships of Alfred, Almond, Burns.

Chenango: Only the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.

Madison: Only the Townships of Cazenovia, DeRuyter, Fenner, Georgetown, Lenox, Nelson and Sullivan.

Oswego: All Townships except Boylston, Redfield and Sandy Creek.

Otsego: Only the Townships of Butternuts, Laurens, Maryland, Millford, Morris, Oneonta, Otego, Unadilla, and Worcester.

Steuben: Only the Townships of Canisteo, Cohoctan, Dansville, Fremont, Greenwood, Hornell, Hartsville, Jasper, Prattsburg, Troupsburg, and West Union.

Tioga: Only the Townships of Berkshire, Candor, Newark Valley, Nichols, Owego, Richford, and Tioga. All territory east of Nichols/Smithboro to Broome County, within the State of New York.

WAGES

GROUP A: Straight Trucks.

GROUP B: Tractor Trailer, Farm Tractor, Fuel Truck.

GROUP C: Euclid.

GROUP D: On site Mechanic.

Per hour: 07/01/2025

Building: (under \$ 5 million*)

GROUP A, B, C, D \$ 34.43

Building: (over \$ 5 million*)

GROUP A, B \$ 35.48

GROUP C 35.83

GROUP D 35.63

* Total project cost including General Construction, Plumbing, HVAC and Electrical

SUPPLEMENTAL BENEFITS

Per hour:

(under \$5 million*) \$ 30.87

(over \$5 million*) 31.67

* Total project cost including General Construction, Plumbing, HVAC and Electrical

OVERTIME PAY

(D, O) on OVERTIME PAGE

HOLIDAY

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

6-317

Teamster - Building / Heavy&Highway

05/01/2026

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 3

ENTIRE COUNTIES

Cattaraugus, Chautauqua

PARTIAL COUNTIES

Allegany: Entire county except the Townships of Alfred, Almond, Burns and West Almond.

WAGES

GROUP 1: Warehousemen, Yardmen, Truck Helpers, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers, Tandems and Batch Trucks, Mechanics, Dispatcher, Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and Dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

GROUP 2: Specialized Earth Moving Equipment, Euclid type, or similar off-highway where not self-loading and self-contained concrete mobile unit, Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading, Water Tanks, Sprinkler Trucks and Winch Trucks.

Per hour: 07/01/2025

GROUP 1 \$ 49.66

GROUP 2 49.66

Add \$ 2.00 when required to use personal protection when performing hazardous waste removal work.

Add \$ 2.00 while operating articulating truck.

SHIFT WORK

When shift work is mandated in the job specification or by the contracting agency the following premium applies. A single irregular work shift on night work shall be paid an additional \$4.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 16.82

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 20, 22) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

3-264

Teamster - Heavy&Highway

05/01/2026

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Cortland, Seneca, Tompkins, Yates

PARTIAL COUNTIES

Allegany: Only the Townships of Almond, Alfred, Burns.

Steuben: Only the Townships of Canisteo, Cohocton, Dansville, Freemont, Greenwood, Hartsville, Hornell, Jasper, Prattsburg, Troupsburg, and West Union.

WAGES

GROUP 1: Warehousemen*, Yardmen*, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers & Receivers*, Greasers, Truck Tiremen, Mechanic Helpers and Parts Chasers, Tandems & Batch Trucks, Mechanics, Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks and Agitator, Mixer Trucks and Dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

*NOTE: Applies when a temporary warehouse structure is built/utilized specifically for a public work project.

GROUP 2: Specialized Earth Moving Equipment-Euclid type, or similar off-highway equipment, where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck, Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

Group 3: Fuel trucks that require a HazMat license endorsement.

Per hour:	07/01/2025	07/01/2026	07/01/2027
GROUP 1	\$ 37.27	\$ 40.62	\$ 44.28
GROUP 2	37.47	40.82	44.48
GROUP 3	42.27	45.62	49.28

SHIFT WORK

A single irregular work shift can start any time between 5:00pm and 1:00am. All employees who work a single irregular shift on governmental mandated night work shall be paid an additional \$ 5.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2025	07/01/2026	07/01/2027
Journeyworker	\$ 29.29	\$ 29.94	\$ 30.78

OVERTIME PAY

See (*B, B3, J, X) on OVERTIME PAGE

*Time and one half also applicable after the 5th day worked.

HOLIDAY

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

6-317(Syr)

Welder

05/01/2026

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour 07/01/2025

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (B3) Time and one half of the hourly rate after 40 straight hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays

- (S) Two and one half times the hourly rate for Holidays
- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day
- (28) Easter Sunday

(29) Juneteenth

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12226

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change) Telephone _____ Fax _____ E-Mail: _____	2. NY State Units (see Item 5). <table style="width: 100%;"><tr><td>☐ 01 DOT</td><td>☐ 07 City</td></tr><tr><td>☐ 02 OGS</td><td>☐ 08 Local School District</td></tr><tr><td>☐ 03 Dormitory Authority</td><td>☐ 09 Special Local District, i.e., Fire, Sewer, Water District</td></tr><tr><td>☐ 04 State University Construction Fund</td><td>☐ 10 Village</td></tr><tr><td>☐ 05 Mental Hygiene Facilities Corp.</td><td>☐ 11 Town</td></tr><tr><td>☐ 06 OTHER N.Y. STATE UNIT</td><td>☐ 12 County</td></tr><tr><td></td><td>☐ 13 Other Non-N.Y. State (Describe)</td></tr></table>	☐ 01 DOT	☐ 07 City	☐ 02 OGS	☐ 08 Local School District	☐ 03 Dormitory Authority	☐ 09 Special Local District, i.e., Fire, Sewer, Water District	☐ 04 State University Construction Fund	☐ 10 Village	☐ 05 Mental Hygiene Facilities Corp.	☐ 11 Town	☐ 06 OTHER N.Y. STATE UNIT	☐ 12 County		☐ 13 Other Non-N.Y. State (Describe)
☐ 01 DOT	☐ 07 City														
☐ 02 OGS	☐ 08 Local School District														
☐ 03 Dormitory Authority	☐ 09 Special Local District, i.e., Fire, Sewer, Water District														
☐ 04 State University Construction Fund	☐ 10 Village														
☐ 05 Mental Hygiene Facilities Corp.	☐ 11 Town														
☐ 06 OTHER N.Y. STATE UNIT	☐ 12 County														
	☐ 13 Other Non-N.Y. State (Describe)														
3. SEND REPLY TO ☐ (check if new or change) Name and complete address: Telephone _____ Fax _____ E-Mail: _____	4. SERVICE REQUIRED. Check appropriate box and provide project information. ☐ New Schedule of Wages and Supplements. APPROXIMATE BID DATE : _____ ☐ Additional Occupation and/or Redetermination <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 50%; padding: 5px;">PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT : _____</td><td style="width: 50%; padding: 5px;">OFFICE USE ONLY</td></tr></table>	PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT : _____	OFFICE USE ONLY												
PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT : _____	OFFICE USE ONLY														

B. PROJECT PARTICULARS

5. <u>Project Title</u> _____ <u>Description of Work</u> _____ _____ <u>Contract Identification Number</u> _____ <u>Note: For NYS units, the OSC Contract No.</u> _____	6. Location of Project: <u>Location on Site</u> _____ <u>Route No/Street Address</u> _____ <u>Village or City</u> _____ <u>Town</u> _____ <u>County</u> _____																						
7. Nature of Project - Check One: <table style="width: 100%;"><tr><td>☐ 1. New Building</td></tr><tr><td>☐ 2. Addition to Existing Structure</td></tr><tr><td>☐ 3. Heavy and Highway Construction (New and Repair)</td></tr><tr><td>☐ 4. New Sewer or Waterline</td></tr><tr><td>☐ 5. Other New Construction (Explain)</td></tr><tr><td>☐ 6. Other Reconstruction, Maintenance, Repair or Alteration</td></tr><tr><td>☐ 7. Demolition</td></tr><tr><td>☐ 8. Building Service Contract</td></tr></table>	☐ 1. New Building	☐ 2. Addition to Existing Structure	☐ 3. Heavy and Highway Construction (New and Repair)	☐ 4. New Sewer or Waterline	☐ 5. Other New Construction (Explain)	☐ 6. Other Reconstruction, Maintenance, Repair or Alteration	☐ 7. Demolition	☐ 8. Building Service Contract	8. OCCUPATION FOR PROJECT : <table style="width: 100%;"><tr><td>☐ Construction (Building, Heavy Highway/Sewer/Water)</td><td>☐ Fuel Delivery</td></tr><tr><td>☐ Tunnel</td><td>☐ Guards, Watchmen</td></tr><tr><td>☐ Residential</td><td>☐ Janitors, Porters, Cleaners, Elevator Operators</td></tr><tr><td>☐ Landscape Maintenance</td><td>☐ Moving furniture and equipment</td></tr><tr><td>☐ Elevator maintenance</td><td>☐ Trash and refuse removal</td></tr><tr><td>☐ Exterminators, Fumigators</td><td>☐ Window cleaners</td></tr><tr><td>☐ Fire Safety Director, NYC Only</td><td>☐ Other (Describe)</td></tr></table>	☐ Construction (Building, Heavy Highway/Sewer/Water)	☐ Fuel Delivery	☐ Tunnel	☐ Guards, Watchmen	☐ Residential	☐ Janitors, Porters, Cleaners, Elevator Operators	☐ Landscape Maintenance	☐ Moving furniture and equipment	☐ Elevator maintenance	☐ Trash and refuse removal	☐ Exterminators, Fumigators	☐ Window cleaners	☐ Fire Safety Director, NYC Only	☐ Other (Describe)
☐ 1. New Building																							
☐ 2. Addition to Existing Structure																							
☐ 3. Heavy and Highway Construction (New and Repair)																							
☐ 4. New Sewer or Waterline																							
☐ 5. Other New Construction (Explain)																							
☐ 6. Other Reconstruction, Maintenance, Repair or Alteration																							
☐ 7. Demolition																							
☐ 8. Building Service Contract																							
☐ Construction (Building, Heavy Highway/Sewer/Water)	☐ Fuel Delivery																						
☐ Tunnel	☐ Guards, Watchmen																						
☐ Residential	☐ Janitors, Porters, Cleaners, Elevator Operators																						
☐ Landscape Maintenance	☐ Moving furniture and equipment																						
☐ Elevator maintenance	☐ Trash and refuse removal																						
☐ Exterminators, Fumigators	☐ Window cleaners																						
☐ Fire Safety Director, NYC Only	☐ Other (Describe)																						

9. Does this project comply with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://apps.labor.ny.gov/EDList/searchPage.do>

For inquiries please call 518-457-5589.

NYSDOL Bureau of Public Work Debarment List 05/15/2026

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5784	A.J.M. TRUCKING, INC.		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL		AKHLAQ OULAKH		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		ALEXANDER DELISA		411 THEODORE FREMND SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL	*****8387	AMERICAN PAVING & MASONRY, CORP.		8 FOREST AVE GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL	*****8654	AMERICAN PAVING, INC.		8 FORREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	NYC	*****8017	AMIN ELECTRICAL CORP.		97-23 218TH STREET QUEENS VILLAGE NY 11429	12/04/2025	12/04/2030
DOL	DOL		ANGELO STANCO		8 FOREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTHONY CASALE		20 HEATHER RIDGE ROAD TROY NY 12180	05/20/2025	05/20/2030
DOL	DOL		ANTHONY MONGELLI		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	DOL	*****3932	B ROC CONSTRUCTION INC		7307 WOODSIDE ROAD VICTOR NY 14564	05/06/2025	05/06/2030
DOL	DA	*****2404	BJA RENOVATION, CORP		33 DOLLARD DR NORTH BABYLON NY 11703	03/19/2025	03/19/2030
DOL	DOL	*****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
DOL	DOL		C.M.C CONTRACTORS, INC.		500 WEST PUTNAM AVE SUITE 400GREENWICH CT 06830	09/03/2025	09/03/2030
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL		CARLOS F. ESCOBAR		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		CARLOS FIGUEROA		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTI ON	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL		CESAREO TULA		120 SEARS AVE ELMSFORD NY 10523	09/26/2025	09/26/2030
DOL	DOL	*****2292	CHAMPION MAINTENANCE CONTRACTORS, INC.		211 SOUTH RIDGE STREET RYE BROOK NY 10573	09/03/2025	09/03/2030
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DOL		CHARLES CASALE		55 MAIN AVENUE WYNANTSKILL NY 12198	05/20/2025	05/20/2030
DOL	DOL		CHARLES CASALE		55 MAIN AVENUE WYNANTSKILL NY 12198	05/20/2025	05/20/2030
DOL	DOL		CHRISTOPHER PEROSI		5507 NESCONSET HIGHWAY MT. SINAI NY 11766	07/17/2025	07/17/2030
DOL	DOL	*****2281	CORRAO TRUCKING, INC.		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL DELISA		211 SOUTH RIDGE STREET RYE BROOK NY 10573	09/03/2025	09/03/2030
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARWIN PEGUESE		6400 BALTIMORE NATIONAL SUITE 602CANTONSVILLE NY 21228	10/24/2024	10/24/2029

NYSDOL Bureau of Public Work Debarment List 05/15/2026

Article 8

DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL		DENISE NAGLE		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	****2337	EGL DRAINAGE SOLUTION & REPAIRS LLC		5507 NESCONSET HIGHWAY MT. SINAI NY 11766	07/17/2025	07/17/2030
DOL	DOL	****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL		EMIL KISZKO		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	****3298	EMJACK CONSTRUCTION CORP.		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	****3298	EMJACK CONSTRUCTION LLC		4192 SIR ANDREW CIRCLE DOYLESTOWN PA 18902	07/18/2024	07/18/2029
DOL	NYC		ENRICO MANETTA		101 MALBA DR. WHITESTONE NY 11357	04/01/2026	04/01/2031
DOL	DOL		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	****2998	G.E.M. AMERICAN CONSTRUCTION CORP.		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	NYC		GHANSHYAM AMIN		97-23 218TH STREET QUEENS VILLAGE NY 11429	12/04/2025	12/04/2030
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		GIOVANNI NAPOLITANO		2501 BAYVIEW AVENUE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DA	****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DA	****4760	GTX CONSTRUCTION ASSOCIATES, CORP		2501 BAYVIEW AVE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DOL		HENRY WICKE A/K/A HENRY WICKE, JR.		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	****6961	HUNTER ELEVATOR COMPANY, INC.		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL	****2397	ISLAND BREEZE MARINE, INC.		6400 BALTIMORE NATIONAL CANTONSVILLE MD 21228	10/24/2024	10/24/2029
DOL	DOL	****5010	J. LINDSLEY ENTERPRISE, LLC		1002 STATE ROUTE 176 FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL	****0241	J. LINDSLEY ROOFING, LLC		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027

NYSDOL Bureau of Public Work Debarment List 05/15/2026

Article 8

DOL	DOL	****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JAMES LINDSLEY		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JENNIFER LINDSLEY		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		JERRY DASTON		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN NAGLE A/K/A JOHN NAGLE, JR.		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		JONATHAN DELISA		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		JORGE FIGUEROA		411 THEODORE FRMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DA		JOSEPH DEMASCO		33 DOLLARD DRIVE NORTH BABYLON NY 11703	01/30/2026	01/30/2031
DOL	DA		JOSEPH DEMASCO		33 DOLLARD DRIVE NORTH BABYLON NY 11703	03/19/2025	03/19/2030
DOL	DOL		JOSEPH HALL		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL	****2271	JOSEPH HALL COMPANIES LLC		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028

NYSDOL Bureau of Public Work Debarment List 05/15/2026

Article 8

DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KEAN INDUSTRIES, LLC		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		KEVIN FUNEZ URBINA A/K/A KEVIN FUNEZ		1009 LYNDALE AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****8760	KJ&J CONSTRUCTION, LLC		1009 LYNDALE AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KMA GROUP II, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	*****1833	KMA GROUP INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN		2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****3716	LIGHTNIN ELECTRIC INC.		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LIZETTE PONCE		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC	*****7516	MANCO ENTERPRISES OF NY, INC.		44-17 54TH DR. MASPETH NY 11378	04/01/2026	04/01/2031
DOL	NYC	*****1783	MANETTA ENTERPISES, INC. D/B/A MANETTA INDUSTRIES		44-17 54TH DR. MASPETH NY 11378	04/01/2026	04/01/2031
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		MOHAMMAD MIAN		8269 21ST ST BELLEROSSE NY 11426	12/22/2022	12/22/2027
DOL	NYC		NASEER CHAUDHRY		2349 BRAGG STREET BROOKLYN NY 11229	04/22/2025	04/22/2030
DOL	DOL	*****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027

NYSDOL Bureau of Public Work Debarment List 05/15/2026

Article 8

DOL	DOL		NELCO CONTRACTING, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DA		NICHOLAS BARNETT		33 DOLLARD DR BABYLON NY 11703	03/04/2025	03/04/2030
DOL	DOL		NICHOLAS RAO		411 THEODORE FREMND AVE SUITE 206 RYE NY 10580	09/03/2025	09/03/2030
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		NIKOLA NTONI		3418 NORTHERN BLVD SUITE 5-27 LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	NYC	*****6971	NN CONSTRUCTION, INC.		2349 BRAGG STREET BROOKLYN NY 11229	04/22/2025	04/22/2030
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL	*****4772	R.W. LOBDELL CONSTRUCTION LLC		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DOL		ROBBYE BISSEAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		ROSA GARCIA		411 THEODORE FRMND AVE SUITE 206 RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070 SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070 SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		SILVANO TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEVEN DELISA		411 THEODORE FREMND AVE SUITE 206 RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027

NYSDOL Bureau of Public Work Debarment List 05/15/2026

Article 8

DOL	DOL		SYED MUHAMMAD S. JAFRI A/K/A SHARRUKH JAFRI		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	****4855	TECH INDUSTRIES LLC		20 HEATHER RIDGE ROAD TROY NY 12180	05/20/2025	05/20/2030
DOL	DOL	****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL	****2426	THE MATRUKH GROUP, INC.		4307 28TH AVE PO BOX 9082ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		THOMAS LOBDELL		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	****8485	TULA PLUMBING AND HEATING LLC		120 SEARS AVE ELMSFORD NY 10523	09/26/2025	09/26/2030
DOL	DOL	****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL		VINCENT CORRAO		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL		WILLIAM A BELL		7307 WOODSIDE ROAD VICTOR NY 14564	05/06/2025	05/06/2030
DOL	DOL	****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM SCRIVENS		4192 SIR ANDREW CIRCLE DOYELSTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL	****9494	WND CONSTRUCTION LLC		411 THEODORE FREMD AVENUE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028

DIVISION 1 - SPECIFICATIONS

SPECIAL PROVISIONS

Standard Clauses for New York State Contracts

(SP-5)

THIS PAGE LEFT INTENTIONALLY BLANK

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

June 2023

TABLE OF CONTENTS

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

STANDARD CLAUSES FOR NYS CONTRACTS

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

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS’ COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

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

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

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

DIVISION 2 – FAA CONTRACT PROVISIONS

FAA – GENERAL PROVISIONS

SECTION 10 THROUGH SECTION 90

THIS PAGE LEFT INTENTIONALLY BLANK

FAA GENERAL PROVISIONS

Section 10 Definition of Terms

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

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

FAA GENERAL PROVISIONS

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

FAA GENERAL PROVISIONS

Paragraph Number	Term	Definition
10-19	Contractor	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	Contractors Quality Control (QC) Facilities	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	Contractor Quality Control Program (CQCP)	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	Control Strip	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	Construction Safety and Phasing Plan (CSPP)	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	Drainage System	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	Engineer	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	Equipment	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	Extra Work	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.

FAA GENERAL PROVISIONS

Paragraph Number	Term	Definition
10-28	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	Force Account	a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis. b. Owner Force Account - Work performed for the project by the Owner's employees.
10-31	Intention of Terms	Whenever, in these specifications or on the plans, the words “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words “approved,” “acceptable,” “satisfactory,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
10-32	Lighting	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	Major and Minor Contract Items	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	Materials	Any substance specified for use in the construction of the contract work.

FAA GENERAL PROVISIONS

Paragraph Number	Term	Definition
10-35	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	Notice to Proceed (NTP)	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	Owner	The term “Owner” shall mean the party of the first part or the contracting agency signatory to the contract. Where the term “Owner” is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is the Town of Wellsville.
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	Proposal	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

FAA GENERAL PROVISIONS

Paragraph Number	Term	Definition
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.
10-54	Specifications	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

FAA GENERAL PROVISIONS

Paragraph Number	Term	Definition
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	Subgrade	The soil that forms the pavement foundation.
10-58	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.

FAA GENERAL PROVISIONS

Paragraph Number	Term	Definition
10-64	Work	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	Working day	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.

END OF SECTION 10

FAA GENERAL PROVISIONS

Section 20 Proposal Requirements and Conditions

20-01 Advertisement (Notice to Bidders). The project advertisement documents are located in Section I “Invitation to Bid”.

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

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

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

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

Mobilization is limited to three percent (3%) of the total project cost.

A prebid conference is will be held for this project to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; and unique airfield paving construction requirements. The prebid conference shall be at the time and location specified in Section I “Invitation to Bid”.

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

- a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.
- c. Documented record of Contractor default under previous contracts with the Owner.
- d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 Interpretation of estimated proposal quantities. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the

FAA GENERAL PROVISIONS

award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

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

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

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

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

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

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

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

20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

- a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

FAA GENERAL PROVISIONS

- c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.
- f. If the applicable Disadvantaged Business Enterprise information is incomplete.

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

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

20-11 Delivery of proposal. Each proposal submitted shall meet the requirements specified in Section IB “Instructions to Bidders”.

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

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

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

- a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.
- c. If the bidder is considered to be in “default” for any reason specified in paragraph 20-04, *Issuance of Proposal Forms*, of this section.

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

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

END OF SECTION 20

FAA GENERAL PROVISIONS

Page Intentionally Blank

FAA GENERAL PROVISIONS

Section 30 Award and Execution of Contract

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

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

- a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.
- b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

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

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within **120 calendar days** of the date specified for publicly opening proposals, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price. The Owner reserves the right to award only the base bid, or the combination of the base bid and any add-on bids as may be provided for in the proposal. If the Owner decides to award any or all of the add-on bids, the lowest bid shall be the combination of the Base Bid and the selected add-on bids.

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

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

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

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

FAA GENERAL PROVISIONS

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

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

END OF SECTION 30

FAA GENERAL PROVISIONS

Page Intentionally Blank

FAA GENERAL PROVISIONS

Section 40 Scope of Work

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

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

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

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

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

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

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

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

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work

FAA GENERAL PROVISIONS

covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

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

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

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

- a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.
- b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).
- c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

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

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

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading

FAA GENERAL PROVISIONS

sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

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

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

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

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

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

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

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

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

END OF SECTION 40

FAA GENERAL PROVISIONS

Section 50 Control of Work

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

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

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

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

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

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

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

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

FAA GENERAL PROVISIONS

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

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

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

50-04 List of Special Provisions. The Special Provisions are as follows:

- a. Supplemental General Provisions (SGP)
- b. Title 41 CFR 60-4.2 & 4.3 Construction Contractors – Affirmative Action Requirements (SP-1)
- c. Title 49 CFR Part 26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs (SP-1)
- d. Forms (SP-2)
- e. Construction Safety and Phasing Plan (CSPP) (SP-3)
- f. FAA Advisory Circular (AC) 150/5370-2G, Operational Safety on Airports During Construction (SP-4)
- g. Geotechnical Report (SP-5)
- h. Federal Prevailing Wage Rates (SP-6)
- i. State Prevailing Wage Rates (SP-7)
- j. Standard Clauses for New York Contracts (SP-8)
- k. Pre-Demolition Asbestos and Hazardous Materials Assessment Report (SP-9)

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

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

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

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

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

FAA GENERAL PROVISIONS

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

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

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

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): XML/DWG file format compatible with AutoCAD Civil3D 2020 and XLS file format compatible with Microsoft Excel.

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

Construction Staking and Layout includes but is not limited to:

- a. Clearing and Grubbing perimeter staking
- b. Rough Grade slope stakes at 100-foot (30-m) stations
- c. Drainage Swales slope stakes and flow line blue tops at 50-foot (15-m) stations

Subgrade blue tops at 25-foot (7.5-m) stations and 25-foot (7.5-m) offset distance (maximum) for the following section locations:

- a. Runway – minimum five (5) per station
- b. Taxiways – minimum three (3) per station
- c. Holding apron areas – minimum three (3) per station
- d. Roadways – minimum three (3) per station

Base Course blue tops at 25-foot (7.5-m) stations and 25-foot (7.5-m) offset distance (maximum) for the following section locations:

- a. Runway – minimum five (5) per station
- b. Taxiways – minimum three (3) per station
- c. Holding apron areas – minimum three (3) per station

FAA GENERAL PROVISIONS

Pavement areas:

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

The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor.

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

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

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

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

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

FAA GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

FAA GENERAL PROVISIONS

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

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

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

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

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

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

50-17 Value Engineering Cost Proposal. Not included.

END OF SECTION 50

FAA GENERAL PROVISIONS

Section 60 Control of Materials

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

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

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

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

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

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

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

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

The Contractor shall employ a Quality Control (QC) testing organization to perform all Contractor required QC tests in accordance with Item C-100 Contractor Quality Control Program (CQCP).

60-03 Certification of compliance/analysis (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

FAA GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

60-05 Engineer/ Resident Project Representative (RPR) field office. The Contractor shall provide dedicated space for the use of the engineer, RPR, and inspectors, as a field office for the duration of the project. This space shall be located conveniently near the construction and shall be separate from any space used by the Contractor. The Contractor shall furnish water, sanitary facilities, heat, air conditioning, and electricity and the detailed provisions listed in Item M-110, Engineer’s Field Office.

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

FAA GENERAL PROVISIONS

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

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

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

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

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

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

END OF SECTION 60

FAA GENERAL PROVISIONS

Section 70 Legal Regulations and Responsibility to Public

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

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

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

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

- none

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

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

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

FAA GENERAL PROVISIONS

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

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

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

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

70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is on sheet(s) CS-01, CS-02, CS-03, and CD-01 of the project plans. Additionally, the CSPP is included in this project specifications as Special Provision (SP) 3.

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

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

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

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

70-11 Responsibility for damage claims. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld

FAA GENERAL PROVISIONS

when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

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

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

Construction phasing and opening portions of the project area to traffic shall be as described in the Construction Safety and Phasing Plan documents.

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

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

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

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

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

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

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

FAA GENERAL PROVISIONS

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

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

- a. Village of Wellsville – Water & Sewer Utility
- b. National Grid – Power Utility
- c. National Fuel – Gas Utility
- d. Spectrum – Telephone/Communications Utility

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

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

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

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

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

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

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

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

FAA GENERAL PROVISIONS

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

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

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

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

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

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

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

FAA GENERAL PROVISIONS

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

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

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

70-21 Insurance Requirements. See *Insurance Special Provisions* listed in the Contract (Section "C" of the Specifications).

END OF SECTION 70

FAA GENERAL PROVISIONS

Page Intentionally Blank

FAA GENERAL PROVISIONS

Section 80 Execution and Progress

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

The Contractor shall perform, with his organization, an amount of work equal to at least Fifty-one percent (51%) of the total contract cost.

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

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

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

80-02 Notice to proceed (NTP). The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within 10 calendar days of the NTP date. The Contractor shall notify the RPR at least 72 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 14 calendar days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 48 hours in advance of resuming operations.

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

FAA GENERAL PROVISIONS

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

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

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

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 72 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

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

Refer to the Construction Safety and Phasing Plan (CSPP) contained within these contract documents for details.

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

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

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

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

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

FAA GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

FAA GENERAL PROVISIONS

Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

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

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

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

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

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

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

The maximum construction time allowed for the Base Bid, Add-on No.01, and Add-on No. 02 will be the sum of the time allowed for each individual phase as awarded. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

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

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or

FAA GENERAL PROVISIONS

- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

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

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

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

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

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

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

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

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

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

END OF SECTION 80

FAA GENERAL PROVISIONS

Section 90 Measurement and Payment

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

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

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

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

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

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

Measurement and Payment Terms

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

FAA GENERAL PROVISIONS

Term	Description
	that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but

FAA GENERAL PROVISIONS

Term	Description
	not less than one pound (454 grams). The use of spring balances will not be permitted. In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%. In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them. Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment. All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i>.
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

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

When the “basis of payment” subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will

FAA GENERAL PROVISIONS

not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

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

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

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

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

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

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

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

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

- (1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

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

FAA GENERAL PROVISIONS

- b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.
- c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

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

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

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

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

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

FAA GENERAL PROVISIONS

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

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

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

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

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

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

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

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

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

FAA GENERAL PROVISIONS

90-10 Construction warranty.

- a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.
- b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. The Contractor shall be advised that additional extended warranty periods may be required in the individual item specifications.
- c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.
- d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.
- e. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.
- f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.
- h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

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

- a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.
- b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.
- c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.
- d. Complete all punch list items identified during the Final Inspection.
- e. Provide complete release of all claims for labor and material arising out of the Contract.

FAA GENERAL PROVISIONS

- f.** Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.
- g.** When applicable per state requirements, return copies of sales tax completion forms.
- h.** Manufacturer's certifications for all items incorporated in the work.
- i.** All required record drawings, as-built drawings or as-constructed drawings.
- j.** Project Operation and Maintenance (O&M) Manual(s).
- k.** Security for Construction Warranty.
- l.** Equipment commissioning documentation submitted, if required.
- m.** Provide written guarantee on the Contractor's letterhead of all work as called for in the Contract
- n.** Provide Contractor's Affidavit of Payment of Debts and Claims, AIA Document G706
- o.** Provide Contractor's Affidavit of Release of Liens, AIA Document G706A, for the Contractor.
- p.** Provide Contractor's Affidavit of Release of Liens, AIA Document G706A, for the Subcontractor.
- q.** Provide Consent of Surety Form, AIA Document G707
- r.** Provide MBE/WBE/DBE Final Utilization Form.

END OF SECTION 90

DIVISION 2 – FAA CONTRACT PROVISIONS

FAA Required Contract Provisions for Construction Projects

(FAA)

THIS PAGE LEFT INTENTIONALLY BLANK

FAA REQUIRED CONTRACT PROVISIONS FOR OBLIGATED SPONSORS AND AIRPORT IMPROVEMENT PROGRAM (AIP) PROJECTS – CONSTRUCTION PROJECTS

A. ACCESS TO RECORDS AND REPORTS

(Reference: 2 CFR § 200.334, 2 CFR § 200.337, FAA Order 5100.38)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

B. BREACH OF CONTRACT TERMS

(Reference: 2 CFR Part 200 Appendix II(A))

Any violation or breach of terms of this contract on the part of the *Contractor* or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide *Contractor* written notice that describes the nature of the breach and corrective actions the *Contractor* must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the *Contractor* must correct the breach. Owner may proceed with termination of the contract if the *Contractor* fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

C. BUY AMERICAN PREFERENCE

(Reference: Title 49 USC § 50101, Executive Order 14005, *Ensuring the Future is Made in All of America by All of America's Workers*, Bipartisan Infrastructure Law (Pub. L. No. 117-58), Build America, Buy America (BABA))

FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may

¹ Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or

not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

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

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

A bidder or offeror must complete and submit the Buy America certification incorporated into these Contract Documents as Form MJ-200 with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

C.1 NATIONAL BUY AMERICAN WAIVERS WEBSITE: The FAA Office of Airports maintains a listing of equipment that has received a nationwide waiver from the Buy American Preference requirements or that fully meet the Buy American requirements. The Nationwide Buy American Waiver List is available online at www.faa.gov/airports/aip/buy_american/. Products listed on the Buy American Conformance list do not require additional submittal of domestic content information under a project specific Buy American Preference waiver.

D. CIVIL RIGHTS – GENERAL
(Reference: 49 USC § 47123)

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

E. CIVIL RIGHTS – TITLE VI ASSURANCE
(Reference: 49 USC § 47123, FAA Order 1400.11)

materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

Title VI Solicitation Notice:

The County of Chemung, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI Clauses for Compliance with Nondiscrimination Requirements

E.1 COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

- i. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- ii. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- iii. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- iv. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

-
- v. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
7. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and

Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

F. CLEAN AIR AND WATER POLLUTION CONTROL

(Reference: 2 CFR Part 200, Appendix II(G), 42 USC § 7401, et seq, 33 USC § 1251, et seq)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

G. CONTRACTOR WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

(Reference: 2 CFR Part 200, Appendix II(E), 29 CFR § 5.5(b), 40 USC § 3702, 40 USC § 3704)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

H. COPELAND “ANTI-KICKBACK” ACT

(Reference: 2 CFR Part 200, Appendix II(D), 29 CFR Parts 3 and 5)

COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

I. DAVIS-BACON REQUIREMENTS

(Reference: 2 CFR Part 200, Appendix II(D), 29 CFR Part 5, 9 USC § 47112(b), 40 USC §§ 3141-3144, 3146, and 3147)

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except

such payroll deductions as are permitted by the Secretary of Labor under regulations implementing the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

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

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the

agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

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

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment,

advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

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

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at no less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid

not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

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

J. DEBARMENT AND SUSPENSION

(Reference: 2 CFR Part 180 (Subpart B), 2 CFR Part 200, Appendix II(H), 2 CFR Part 1200
DOT Order 4200.5, Executive Orders 12549 and 12689)

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

K. DISADVANTAGED BUSINESS ENTERPRISE

(Reference: 49 CFR part 26)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Chemung County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (49 CFR § 26.13) –

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

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Chemung County. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Chemung County. This clause applies to both DBE and non-DBE subcontractors.

L. DISTRACTED DRIVING

(Reference: Executive Order 13513, DOT Order 3902.10)

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

M. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(Reference: 2 CFR § 200, Appendix II(K), 2 CFR § 200.216)

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

N. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

(Reference: 29 USC § 201, et seq, 2 CFR § 200.430)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The *Contractor* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

O. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(J), 49 CFR part 20, Appendix A)

CERTIFICATION REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

P. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

(Reference: 29 CFR part 1910)

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Q. PROCUREMENT OF RECOVERED MATERIALS

(Reference: 2 CFR § 200.323, 2 CFR Part 200, Appendix II(J), 40 CFR Part 247, 42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA))

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

R. TAX DELINQUENCY AND FELONY CONVICTIONS

(Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions)

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

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

Note

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

Term Definitions

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

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

S. TERMINATION OF CONTRACT

(Reference: 2 CFR § 200 Appendix II(B), FAA Advisory Circular 150/5370-10, Section 80-09)

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;

2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CAUSE (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

T. TRADE RESTRICTION

(Reference: 49 USC § 50104, 49 CFR part 30)

TRADE RESTRICTION CERTIFICATION

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

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

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

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

notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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

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

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

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

U. VETERAN'S PREFERENCE
(Reference: 49 USC § 47112(c))

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

V. DOMESTIC PREFERENCES FOR PROCUREMENTS
(Reference: 2 CFR § 200.322, 2 CFR Part 200, Appendix II(L))

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods,

products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

W. PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

(Reference: FAA Reauthorization Act of 2024 (Public Law 118-63), Section 936; 49 U.S.C. § 44801 note)

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

DIVISION 3

Supplemental General Provisions

(SGP)

THIS PAGE LEFT INTENTIONALLY BLANK

The following provisions are issued to supplement and/or clarify FAA General Provisions, Sections 10 through 90. These provisions are hereby expressly incorporated by reference into the Contract Documents and shall have the same force and effect as if fully set forth therein. In the event of any conflict between these provisions and the FAA General Provisions, these provisions shall govern to the extent permitted by applicable federal, state, and local laws.

1. CONTRACT DOCUMENTS.

The Contractor's attention is directed to the following documents that make up the Contract Documents and are effective for this Contract:

- Table of Contents
- Invitation to Bid
- Information for Bidders
- Bid Proposal
- Bid Bond
- Award of Contract and Execution of Contract Bonds
- Contract
- Performance Bond
- Payment Bond
- Notice of Award
- Notice to Proceed
- Contractor's Guarantee

Division 1 – Special Provisions (SP)

- (SP-1) Forms
- (SP-2) FAA Advisory Circular 150/5370-2G - Operational Safety on Airports
During Construction
- (SP-3) Federal Prevailing Wage Rates
- (SP-4) State Prevailing Wage Rates
- (SP-5) Standard Clauses for New York State Contracts

Division 2 – FAA Contract Provisions:

- (FAA-GP) FAA General Provisions
- (FAA) FAA Required Contract Provisions for Construction Projects

Division 3 – Supplemental General Provisions

- (SGP) Supplemental General Provisions

Division 4 – Technical Specifications

- Contract Plans
- Issued Addenda

2. COORDINATION OF CONTRACT DOCUMENTS.

1. General. The various sections of the Contract Documents are essential parts of the Contract; a requirement occurring in one is as binding as though occurring in all. The Contract Documents are complementary and intended to describe and provide for a complete work product. In case of discrepancy, precedence of the Contract Documents will be determined in the following order:

Contract Document Precedence

1. Project Permits. In the event of a conflict between permit requirements, the more protective or stringent shall take precedence as determined by the Engineer.
2. Contract
3. Required Federal Contract Provisions for AIP and Obligated Sponsors, Appendix Y – AIP Handbook, and referenced Federal laws, regulations, and policies
4. Invitation to Bid
5. Special Provisions – Supplemental General Provisions
6. Other Special Provisions documents.
7. FAA – Technical Specifications
8. FAA – General Provisions
9. Contract Plans
 - a. Calculated Dimensions
 - b. Scaled Dimensions
10. Cited Standards for Materials or Testing
11. Cited FAA Advisory Circulars, Standards, and Orders
12. Any Other Specifications Adopted by Reference

Addendum items take on the precedence of the item they are revising or the section into which they are added.

- (b) No Advantage from Errors or Omissions in Contract Documents. Neither the Contractor nor the Owner shall take advantage or be afforded any benefit as the result of apparent error(s) or omission(s) in the Contract Documents. If either party discovers error(s) or omission(s), it shall immediately notify the other. Failure of a bidder to notify the Owner or apparent error(s) or omission(s) in the Contract Documents during the bid process may result in their bid being determined to be non-responsive.
- (c) Corrections to Contract Documents. The Engineer will make corrections and interpretations deemed necessary and appropriate to fulfill the intent of the Contract Documents. When there is an apparent absence or mention of a detail or an apparent

omission of a detailed description in the Contract Documents, the detail or description shall be interpreted/understood/determined using the best general engineering and construction practice.

- (d) Effect of Other Specifications/Standards. Other specifications (e.g. ASTM, NDS, CRSI, ACI) cited by reference shall become effective only if the work or material covered by them is not included in the Contract Documents. Specifications so referenced shall be the latest revision in effect on the date of advertisement for bids.

3. FORMS.

The Special Provisions Section of these Specifications contains forms required for use during the project and referenced throughout the Contract Documents. The forms have been assigned unique form numbers to assist the Contractor in locating the correct form. After award of the Contract, the Prime Contractor may request electronic copies of some or all of the forms contained in Special Provision Section.

4. LIABILITY OF PUBLIC OFFICIALS

To the full extent permitted by law, no official, employee, agent or representative of the Owner shall be individually or personally liable on any obligation of the Owner under this Contract.

5. CONTACT WITH THE AIRPORT.

From the time of advertising until the actual bid opening for this Contract, the only contact with the Airport will be as described in the Invitation for Bids.

6. NOTICE AND SERVICE THEREOF

Any notice to any Contractor from the Owner relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or registered mail, or by Fed-Ex or other express shipping to the said Contractor at their last given address or delivered in person to said Contractor or their authorized representative.

7. REQUIRED PROVISIONS DEEMED INSERTED.

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

8. "OR EQUAL" CLAUSE.

Whenever materials are identified on the Plans or in the Specifications by reference to manufacturer's or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any material of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the materials so proposed are, in the opinion of the Engineer, of equal substance and function. Such materials shall not be purchased or installed by the Contractor without the Engineer's written approvals through the Shop Drawing process.

9. REPRESENTATIONS OF THE CONTRACTOR.

The Contractor represents and warrants:

- a. that they are financially solvent and that they are experienced in and competent to perform the type of work or to furnish the plant, materials, supplies or equipment, to be so performed or furnished by him/her; and
- b. that they are familiar with all Federal, State, municipal and Sponsor laws, ordinances and regulations, which may in any way affect the work or those employed therein, including but not limited to, rulings or actions specifically relating to the work or to the project of which it is a part; and
- c. that such temporary and permanent work provided by the Contract Documents as is to be done by them can be satisfactorily constructed and used for the purpose for which it is intended, and that such construction will not injure any person or damage any property; and
- d. that they have carefully examined the Plans, Specifications and site of the work, and that from their own investigations, they have satisfied themselves as to the nature and location of the work, the character, quality and quantity of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

10. GENERAL SURETY REQUIREMENTS.

The Proposal Surety shall be as specified in the Invitation to Bid; only the Bid Bond as bound within these documents or a Cashier's Check is acceptable. Upon request of the bidder, the Owner may choose to accept the AIA Bid Bond form. Each separate Proposal shall be accompanied by a Cashier's Check or Proposal Bond on the form provided herein in the amount of Five Percent (5%) of the total amount bid, made payable to the Owner. If a Proposal Bond is provided in lieu of a Cashier's Check, it must be accompanied by a Surety's Bond Affidavit indicating that the person signing the bond on behalf of the Surety has full legal authority to do so.

If a Surety Bond is provided, the Surety Company issuing the bond shall be listed on the current United States Department of the Treasury "Department of the Treasury's listing of approved Sureties (Department Circular 570)" as authorized to do business in the State of NEW YORK. Bids submitted without Bid Security will be rejected as nonresponsive.

100% Contract Payment and 100% Performance Bonds shall be as specified in Section 30-05 of the General Provisions, and must be accompanied by a Surety's Bond Affidavit indicating that the person signing the bond on behalf of the Surety has full legal authority to do so. The Surety Company issuing the bond shall be listed on the current United States Department of the Treasury "Department of the Treasury's listing of approved Sureties (Department Circular 570)" as authorized to do business in the State of NEW YORK. These Bonds are required from the Contractor guaranteeing that the Contract, including the various guarantee periods thereunder, will be faithfully performed and that Contractor will promptly make payment to all persons supplying them labor, materials, supplies, and services used directly or indirectly by the Contractor in the prosecution of the work provided for in the Contract.

If, at any time after the execution of the Contract and the Contract Bonds, as above required, the Owner deems the Surety or Sureties upon such Bond or Bonds is unsatisfactory, or if, for any reasons, such Bond or Bonds cease(s) to be adequate to cover the performance of the work or prompt payment as above specified, Contractor shall, at its expense and within 15 days written notice from the Owner to do so,

furnish additional Bond or Bonds in such form and amount and with such Surety and Sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under the Agreement until such new or additional bond or bonds are furnished in a manner and form satisfactory to the Owner.

The Bidder to whom the Contract is awarded must deposit with the Owner at the date of substantial completion of the Contract a Maintenance Surety Bond in a sum equal to 15 percent of the adjusted Contract amount at completion of work, guaranteeing against defective workmanship and materials for a period of one year from the date of substantial completion. The bond shall be in the form acceptable to the Owner and the Surety Company issuing the bond shall be listed on the current United States Department of the Treasury "Department of the Treasury's listing of approved Sureties (Department Circular 570)" as authorized to do business in the State of NEW YORK. The Contractor shall be responsible for obtaining and maintaining the Bond in force from the date of substantial completion until the expiration of the one year maintenance period.

11. DBE DIRECTORY.

The latest edition of the DBE Directory can be obtained from the Office of Civil Rights and Labor's webpage at the following address: <https://nysucp.newnycontracts.com/>

Contractors that do not have access to the internet may obtain a copy by contacting the Engineer.

12. BID VALID PERIOD.

No bids may be withdrawn by the Bidder prior to the date listed in the Invitation to Bid.

13. LUMP SUM AND UNIT PRICES.

Only those items for which unit prices are shown in the Bid Form will be considered for separate payment. Compensation for all other work shall be included in the appropriate Contract items.

Quantities listed in the Bid Form are estimated for Bidding purposes only and do not necessarily represent the exact amount of work to be done. Payment for unit price items will be based on the unit prices specified or Bid and the actual amount of work performed.

14. LABOR AND EMPLOYMENT.

The provisions of NYS Labor Law, as amended, and referred to in *Standard Clauses for New York State Contracts* shall be applicable. On FAA-funded contracts, any provisions of NYS Labor Law that are more restrictive than the mandatory FAA-funded construction contract compliance requirements, including the Davis-Bacon Act, shall apply. The Contractor shall directly employ those members of its own organization. Employee leasing and other similar arrangements under which workers are employed by another organization are not permitted. No procedures or requirement shall be imposed by any state which will operate to discriminate against the employment of labor from any other state, possession or territory of the United States, in the construction of a FAA-funded project. The selection of labor to be employed by the Contractor on any FAA-funded project shall be of its choosing.

- a. **Wages.** The Owner will identify in the contract proposal whether the NYS Department of Labor (NYSDOL) has determined the work under the contract to be prevailing wage eligible, and if so, the Owner will provide the Prevailing Rate Case (PRC) number. The

PRC number is found on NYSDOL Form PW-200. The Contractor shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. If the contract is prevailing wage eligible, all on-site work shall be paid prevailing wages. When both State and Federal prevailing wages apply, the Contractor shall pay the higher of the combination of the wages and supplemental (fringe) benefits.

The Contractor shall obtain periodic wage rate schedule updates from the NYSDOL. Wage rate amendments and supplements are available on the NYSDOL web site at <https://www.labor.ny.gov/workerprotection/publicwork/PWContents.shtm>. All changes or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work. The Contractor shall include the cost of changes in prevailing wages and supplemental (fringe) benefits, over the contract duration, in the contract bid prices.

- b. **Overtime Dispensation.** All bidders, in submitting their bids, should base their bids and work progression on the assumption that Overtime Dispensation pursuant to Article 8 of the New York State Labor Law, for any workers, laborers, and mechanics to work more than 8 hours in any one calendar day or more than 5 days in any one week will not be granted for any operation for the contract duration. Regardless of approval or disapproval of overtime by the NYSDOL, no adjustment will be made in any bid prices.

Subsequent to award, where the contract proposal has imposed specific scheduling and/or phasing requirements or where it is determined by the Owner to be in the best interest of the public, the Owner may process, for approval by the NYSDOL, requests for overtime dispensation on certain specific operations.

The Contractor shall submit requests for overtime dispensation to the Owner on Form PW-30, Application for Dispensation for Hours, which will be provided by the Engineer upon request. Overtime dispensations will be supported by the Owner to advance Owner goals and priorities, subject to specific circumstances and conditions associated with each contract.

The Owner cannot guarantee that the NYSDOL will grant dispensation from restrictions pursuant to the provisions of Article 8 of the State Labor Law, however with the Owner's certification, it is anticipated that they will act favorably, provided that the Contractor is in compliance with Labor Law requirements at the time of application.

- c. **Payrolls.** The Contractor shall provide the Engineer with weekly certified payrolls from each firm engaged in work during the preceding weekly payroll period performed by prevailing wage eligible workers.

Certified payrolls shall contain for each employee, name, race, gender, home address, an individually identifying number (e.g. the last 4 digits of the employee's social security number), work class, hours worked, wage rate, supplemental (fringe) benefits paid or provided, payroll taxes, withholdings and actual wages paid. Certified payrolls shall not include full social security numbers of employees. Certified payrolls shall be submitted on Form PW-12 for all contracts. At the Contractor's option, other payroll formats which supply the required data and certifications may be used. Each certified payroll submitted shall be accompanied by a Statement of Compliance signed by the Contractor. If the firm does not maintain a place of business in New York State and the

amount of the contract exceeds \$25,000, payroll records and certifications shall be kept on the worksite.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to NYSDOL or USDOL for purposes of an investigation or audit of compliance with prevailing wage requirements. Contractors may require subcontractors to provide addresses and social security numbers to the Contractor for its own records, without weekly submission to the Owner.

15. STATE AND LOCAL SALES TAX EXEMPTION.

In accordance with Section 1115 of the Tax Law, in connection with capital improvement contracts all tangible personal property which will become an integral component of a structure, building or real property of the Owner, or any of its political subdivisions, is exempt from State and local retail sales tax and compensating use tax.

16. PRE-CONSTRUCTION CONFERENCE

A Pre-Construction Conference shall be held. The purpose of this conference is to go over the Contractor's proposed job organization, equipment and preliminary work schedule and to review Specification requirements. The order of construction shall be discussed with the Engineer and shall meet with their approval. The Contractor, prior to starting work, shall submit to the Engineer a written description of the methods they plan to use in doing the work.

A Pre-Construction conference for permitting may also be required by the Owner or the project permits. This may be concurrent with the regular pre-construction conference or separate at the discretion of the Owner.

17. SUSPENSION OF WORK.

The Contractor is hereby notified that in the absence of the Engineer, the Airport's Safety Officer, the Airport's Hazardous Materials and Waste Coordinator, and the Airport Operator shall each have the authority to suspend work when they determine that a serious safety or environmental violation exists on the job site. The period of time when work is suspended due to a serious safety or environmental violation will not be justification for an extension of time or the award of damages to the Contractor.

18. CONTRACTOR'S RETENTION OF RECORDS.

The Contractor shall retain all records for six years following the date of approval of the contract final agreement by the Owner. Required records shall include all payrolls, accounts, details that comprise its total cost pursuant to any of the provisions under the FAA General Provisions, papers, maps, photographs, or other documentary materials, regardless of physical form or characteristics, made or received by the Contractor in connection with the contract. Legible copies, including microfilm copies, are acceptable, provided they are so arranged, identified, and indexed that any individual document, or component of the records, can be located with reasonable facility.

The Contractor shall make such records available to the Owner for review and audit upon request, if deemed necessary by the Owner. In case all or a part of such records are not made so available, the Contractor understands and agrees that any items not supported by reason of such unavailability of the

records shall be disallowed, or if payment therefore has already been made, the Contractor shall, upon demand in writing by the FAA, refund to the Owner the amount so disallowed.

19. REPORTS, RECORDS AND DATA

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data, as the Owner may request concerning work performed or to be performed under this Contract.

20. MATERIALS, SERVICES, AND FACILITIES

It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide at no cost to the Owner all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the work for the specified item.

Any work to be performed after regular hours, on Sundays or on Legal Holidays, shall be performed without additional expense to the Owner. This includes but is not limited to paying for additional Resident Project Representative cost incurred by the Owner.

21. INSPECTION BY OWNER AND PUBLIC AGENCIES.

The authorized representatives and agents of the Owner shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. Representatives of the Owner shall have access to the work wherever it is in preparation or progress and the Contractor shall provide facilities for such access and inspection.

22. CLAIMS FOR ADJUSTMENT

- A. Notice Requirements.** In order to bring a claim for additional compensation not clearly covered by the Contract for conditions substantially different than represented by the Contract and not ordered by the Engineer as Extra Work as defined herein, the Contractor must provide written notice (“the Notice of Intent to File a Claim” or the “Notice”) to the Engineer before conducting any work or purchasing any materials subject to the claim (the “Claim”). The words “Notice of Intent to File a Claim” must appear in large print at the top of the document. The Notice must specify the basis for the Claim, including the nature of the Claim, the reason why the Contractor believes that the Owner is responsible for payment of the Claim, and a description of the additional compensation, including reference to each activity associated with the work and/or materials, including reference to any impacts to the Contractor’s Progress Schedule (Critical Path). If the Contractor fails to provide the Notice as specified herein, the Contractor waives its right to bring the Claim under the Contract.
- B. Notice Documentation Requirements.** Upon providing the Notice of Intent to File a Claim, the Project Superintendent must commence daily records for all labor hours, equipment hours (idle and operating), and materials involved with the work or materials at issue in the Notice. The Contractor must submit such records to the Engineer on a daily basis. Such records must include a written analysis of how the work and/or materials at issue in the Notice impact/s the Critical Path. If the Contractor fails to provide such records to the Engineer as required herein, the Contractor waives its right to bring the Claim.

C. Claims Procedure. The Engineer's written acknowledgement of the Notice and receipt of the Contractor's daily reporting under this Subsection shall not be construed as an approval by the Owner of the merits of the Claim. Claims are evaluated by the Resident Project Representative, the Owner, the FAA, and any other agency contributing funding to the project. If the Owner decides in favor of the Contractor, the Claim will be allowed, in whole or in part, and paid as provided in the Contract. If the Owner denies the Claim, in whole or in part, the Contractor may appeal to the Owner one time for review of the decision. Notwithstanding any other provision of law, case law, regulation, or the Contract, an appeal from the decision of the Engineer shall be made within 30 calendar days of denial, and not thereafter.

D. Claims Documentation Requirements. The Contractor must provide the Engineer with the following documentation in support of the Claim:

- (1) A detailed statement of the Claim, including all necessary dates, location, and work and material items at issue in the Claim;
- (2) The date on which the Contractor first became aware of the actions or conditions giving rise to the Claim;
- (3) A copy of the Notice of Intent to File a Claim;
- (4) A list of the names of all Owner employees and agents, including consultants, the Contractor believes have knowledge or information concerning the facts giving rise to the Claim;
- (5) A list of the names of all Contractor employees and agents, including subcontractors, whom the Contractor believes have knowledge or information concerning the facts giving rise to the Claim;
- (6) A list of the specific provisions of the Contract that the Contractor believes support the Claim, and a description of why the Contractor believes those provisions support the Claim;
- (7) A list of all documents and all oral statements that the Contractor believes support the Claim;
- (8) A statement as to whether additional compensation and/or a time extension are being requested in the Claim;
- (9) If a time extension is being requested in the Claim, a statement as to the specific number of days being requested, supported with reference to how the facts underlying the Claim affected the Contractor's performance schedule, including how such facts affected the Critical Path;
- (10) A description of the amount of additional compensation being sought, itemized by category of work, including delays associated with performing the work, work items, materials costs, and any and all other costs at issue in the Claim. Such documentation includes, but is not limited to, invoices for rented equipment, a Blue Book analysis for owned equipment; and subcontractor agreements.
- (11) If additional compensation for delays associated with performing the work is included in the Claim, the Contractor must provide a description of the operations that

were delayed, the reasons for the delay, the impact of the delay on the operations, and how the delay impacted the Contractor's progress schedule, including the Critical Path. The Contractor must review the Contract for the project as claims for delays must be in accordance with the Contract terms.

(12) For every claim seeking additional compensation in excess of \$50,000, the Contractor must provide a separate document certifying that the documentation provided in support of the Claim and that the amount of additional compensation sought in the Claim is accurate and that the Contractor has a good faith basis for believing that the Owner is responsible for payment of the Claim (the "Claims Certification"). The Claims Certification shall be notarized and executed by a senior officer of the Contractor with legal authority to bind the Contractor, or if the Contractor is a sole proprietor, by the proprietor. The Claims Certification may be used in any proceeding under the False Claims Act, 18 U.S.C. 1020, and/or 23 CFR 635.119.

E. Appeal to the Owner. Appeals will be judged by the Owner in accordance with their policies. Should an appeal be judged in favor of the Contractor, it will be allowed and paid as provided for in the Contract. Should an appeal be denied by the Owner, the Contractor may not appeal this claim again.

F. Time for Claims; Appeals. Notwithstanding any other provision of law, case law, regulation, or the Contract, all claims by the Contractor shall be submitted in writing within 30 calendar days after the Acceptance Date of the project or within 30 calendar days of the Notice of Intent to File a Claim, whichever occurs first, and not thereafter (the "Claim Filing Period"). Such claims must meet the requirements set forth above, including but not limited to complete documentation supporting the Claim. If the Contractor fails to meet these requirements, the Owner may grant the Contractor additional time to meet the requirements. Any additional time granted for such purpose shall not be the subject of any demand for interest payments or for attorneys' fees and/or other costs. If the Contractor fails to file the Claim within the Claim Filing Period, the Contractor waives its right to bring the Claim. If the disputed work continues to be performed beyond the Claim Filing Period, the Contractor must submit a written request to extend the Claim Filing Period prior to the expiration of the Claim Filing Period. The Contractor shall submit such requests for extension of the Claims Filing Period every 30 calendar days until the disputed work is completed.

23. SUBMITTALS: SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES.

A. Shop Drawings Defined. Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

B. Product Data Defined. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

C. Samples Defined. Samples are physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.

- D.** Submittals shall include but not be limited to: shop drawings, schedules, samples, and manufacturer's literature as required by the Specifications or requested by the Resident Project Representative.

No work shall be fabricated until such approval has been received. Work performed without shop drawing approval is at the Contractor's own risk.

- E.** All submissions shall include a Form MJ-213 "CONTRACTOR SUBMITTAL FORM" as a cover sheet to the submittal information. For submittals generated from Subcontractors, two (2) submittal forms are required, one (1) Form MJ-213 from the Contractor and one (1) Form MJ-214 "SUBCONTRACTOR SUBMITTAL FORM" from the Subcontractor. Submittals received without the completed submittal form(s) will be returned to the Contractor as incomplete and not reviewed. Contractor submittal forms shall be printed on colored paper of the Contractor's choice and shall remain the same color throughout the project.

Contractor submittal forms MJ-213 and MJ-214 are provided in "Forms" as referenced above.

- F.** Submissions made directly by Subcontractors will not be accepted. All business concerning approval will be conducted through the Prime Contractor.

The Contractor shall submit Shop Drawings/Submittals to the Engineer through the Autodesk Construction Cloud (ACC) Build module. The ACC Build module will be used to track and document the status of all submittals on the project. It is the Contractor's responsibility to ensure that each submittal is received by the Engineer.

- G.** Submissions shall be made sufficiently in advance of construction requirements to allow ample time for checking, resubmitting and rechecking without causing delay in the work. Failure to submit shop drawings in a timely manner shall not be considered as a valid reason for a Contract time extension.

- H.** Each submission, including the submission of Subcontractors shall be checked by the Contractor for accuracy and compliance with the Contract Documents. The certification on the submittal form shall constitute as evidence of such checking and coordination. Submissions without this certification will not be considered for review by the Resident Project Representative.

Submittal certification shall include one (1) of the following:

1. Submitted "as specified" for the product
 2. Submitted "AS EQUAL" to the product specified
 3. Submitted "IN SUBSTITUTION" for the product specified
 4. "OTHER"
1. Submitted "as specified" shall mean the Contractor is certifying that the submittal item or system is of the same manufacture and model number, or performance standard as specified and is in all ways identical to the Contract Documents in form and function. For these items, manufacturer's data sheets shall be attached to the Contractor submittal form.

2. Submitted "AS EQUAL" to the product or system specified shall mean the Contractor is certifying the proposed submittal, although supplied by a manufacturer other than the one specified for the item meets or exceeds the physical requirements, function, specifications, quality, speed, reliability, service life, safety, and/or maintenance costs of the product specified, and is capable of being incorporated into the overall project without design revisions and will perform equally or better than the specified item. For these items, manufacturer's data sheets shall be attached to the Contractor submittal to demonstrate that the performance, durability and/or maintenance standards of the product are as specified.
3. Submitted "IN SUBSTITUTION" to the product or system specified means the Contractor is proposing an item or system of different physical requirements, specifications, quality, reliability, and/or maintenance costs, than the product specified. For a submission "IN SUBSTITUTION" of the product or system specified, the following information and procedure shall be followed to determine if the Owner's requirements will be satisfied:
 - a. Design the system to meet or exceed the operational requirements, physical requirements, specifications, quality, reliability, maintenance costs, and ease of operation of the specified system.
 - b. Submit full Specifications for the system and all components in the form of shop drawings for review by the Owner and the Engineer.
 - c. Submit a revised design for the system, stamped by a licensed Professional Engineer within the state in which the work is to be performed.
 - d. Submit revised details for any and all components of the proposed system that are different than those of the specified system. A licensed Professional Engineer within the state in which the work is to be performed shall stamp details.
 - e. Demonstrate the proposed system to the satisfaction of the Owner and Engineer.
 - f. Reimburse the Engineer at the rate of \$170.00 per hour for Project Managers and \$130.00 per hour plus expenses for Project Engineers for all time spent reviewing, discussing and otherwise being involved with the substitute system. The payment shall be made based on an estimate of the time required and shall be paid in advance of the review. If the estimated amount is exceeded, additional amounts must be provided by the Contractor for the review to continue. Upon completion of the review, a summary invoice will be provided to the Contractor indicating the hours spent and amount billed. Any money not spent on the review will be returned to the Contractor.
 - g. Provide a credit satisfactory to the Owner for any cost savings associated with the substitution. The Contractor should anticipate providing a credit equal to one-half of the cost differential between the specified system and the system proposed for substitution.

Acceptance of any alternate item or system will be at the discretion of the Owner. Upon acceptance or rejection of a system or component thereof, the Engineer shall provide a written response to the Contractor in the form of a shop drawing review.

4. Submitted Certified as "OTHER". The Contractor shall provide information to demonstrate the proposed item or system will satisfy the design intent and provide the Owner performance, reliability and maintenance ease over its anticipated service life that exceeds that of the specified product. The final determination of suitability shall be the sole responsibility of the Owner.
- I. Changes on the submitted shop drawings that deviate from the Project Plans and Specifications must be brought to the Owner's and Resident Project Representative's attention, in writing, prior to review. Changes must be clearly visible on the shop drawings in the form of written notation, ballooning, or highlighting the intended change. A written description for the proposed change must also be included and submitted on company letterhead. Changes to drawings and details not submitted in accordance with these requirements will not be recognized as an approved deviation from the Design of Record. Construction repairs, renovations, or replacements required as a result of shop drawing and submittal deviations that are not documented in accordance with these requirements are subject to removal and/or replacement by the Contractor, at the sole cost of the Contractor. The Contractor shall not be relieved of responsibility for errors or omissions in shop drawings, product data, samples or similar submittals by the Resident Project Representative's actions.
- J. Shop drawings for pipe, fittings, and masonry items shall consist of certificates of conformance of affidavits from the manufacturer's signifying that all materials conform to the Specifications.
- K. The Contractor shall allow for sufficient time within the project schedule for shop drawing review and processing. Items requiring long lead times which impact the start or completion of the project shall be identified, brought to the Engineer's attention and noted on the shop drawing submission. Additional Contract time will not be provided for failure to submit shop drawings for approval in a timely manner.
- L. The Owner reserves the right to back charge the Contractor for expenses incurred in reviewing and returning incomplete shop drawings. Expenses shall include the costs of the Engineer at the rate of \$170.00 per hour for Project Managers and \$130.00 per hour plus expenses for Project Engineer's for the actual time incurred. The Contractor will be provided documentation of the expenses incurred. Contractor back charges will be deducted from payments due to the Contractor.
- M. The Contractor shall submit all required Buy American Preferences documentation with each shop drawing as outlined in Appendix X of FAA Order 5100-38D, Change 1 (AIP Handbook) dated February 26, 2019 included in these Supplemental General Provisions and as required by the Owner or the Resident Project Representative. Delays caused by the Buy American Preferences program shall be expected and the Contractor agrees to make no monetary claim for delays, interferences or hindrances of any kind in the performance of this Contract occasioned by any act or omission to act of the Owner or any of its Representatives.

Each shop drawing and submittal shall be accompanied by a signed copy of Form MJ-212 "Contractor / Subcontractor / Supplier Buy American Certification." A blank copy of this form is included in the "Forms" Section referenced above.

24. CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he /she has good title to all materials and supplies used by him/her in the work free from all liens, claims or encumbrances.

25. SAFETY AND HEALTH REQUIREMENTS.

All provisions of the New York State Department of Transportation Standard Specifications, §107-05, *Safety and Health Requirements*, are hereby incorporated by reference and shall apply to this Contract.

26. PERMITS, FEES, AND NOTICES

Unless otherwise specifically provided in the Contract Documents, the Contractor shall secure and pay for the building permit and all other permits, fees, licenses, and inspections necessary for proper execution and completion of the Work which are required for performance of the Work, including, but not limited to, any applicable building, engineering, dewatering, or other construction permits (including plan check fees) required to complete the Work. The Contractor shall procure all certificates of inspection, use, occupancy, permits, and licenses and give all notices necessary and incidental to the due and lawful prosecution of the Work. The Contractor shall provide a copy of all permits to the Owner prior to commencing and Work to which they relate. Certificates of inspection, use, and occupancy shall be delivered to the Owner upon completion of the Work in sufficient time for occupancy of the Project in accordance with the schedule for the Work, and the Owner shall not make final payment prior to the receipt of the same. The costs of such procurement, payment, and delivery are included within the Total Contract Price.

27. PERMIT AND REGULATION COMPLIANCE.

The Contractor shall comply with all project permits, general permits, state laws, and state and local regulations. Any fines assessed against the Airport and related expenses due to non-compliance with the permits, laws, rules, and regulations cited in the Contract Documents and caused by the Contractor and their personnel, Subcontractors and Vendors shall be paid for by the Contractor.

28. INVASIVE SPECIES.

The Contractor is required to follow all federal and state regulations regarding invasive species (e.g. plants, insects, diseases). This includes but is not limited to:

- a. 7 USC §7701 Plant Protection Act
- b. 16 USC §4701 National Invasive Species Act
- c. 6 NYCRR Part 192 Forest Insect and Disease Control
- d. 6 NYCRR Chapter V(C) Invasive Species

- e. 1 NYCRR Chapter III(C) Prevention and Control of Disease in Trees and Plants; Insect Pests

The Contractor shall thoroughly sanitize all construction equipment, vehicles and appurtenances operating or being placed in infested areas prior to moving to non-infested areas.

29. OSHA TRAINING.

All employees to be employed at the job site shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) that is ten (10) hours in duration at the time the employee begins work.

The Contractor shall furnish documentation of successful completion of said course by either a copy of the OSHA card or a letter or certificate of completion from the person or company that administered the course. OSHA documentation shall be provided prior to any person beginning work on the site. It is recommended that Contractors and Subcontractors provide a copy of OSHA documentation for all employees prior to the start of work.

Periodic Cost Estimates will not be accepted for payment unless all OSHA documentation has been received. Final payment for the Project will not be made until all Project OSHA cards have been submitted to and approved by the Engineer.

30. AIRPORT OPERATIONS AND SAFETY REQUIREMENTS DURING CONSTRUCTION.

The Contractor's attention is directed to the FAA Advisory Circular (AC) 150/5370-2G, OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION, dated 13 December 2017 as amended or superseded.

31. WORK AREA REQUIREMENTS.

There are no work area requirements for this project. All work shall be completed within the specified contract time.

32. UTILITIES.

The Town of Wellsville, Spectrum, National Fuel, and others have utilities that service or are adjacent to this project site. The Contractor shall work cooperatively with these companies as needed, to protect and/or modify these utility services to accommodate the scope of work identified in this project.

33. PROTECTION OF WORK AND PROPERTY AND EMERGENCIES.

- A. Protection of Work and Property.** The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Contract. The Contractor shall at all times safeguard and protect their own work and adjacent property from damage. The Contractor shall correct any such damage, loss or injury unless such is caused directly by errors contained in the Contract or caused by the Owner, or the Owner's duly authorized representative.
- B. Emergencies.** In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Resident Project Representative, in a diligent manner. The Contractor shall notify the Resident Project Representative immediately thereafter. Any claim for compensation by the Contractor due to

such extra work shall be promptly submitted to the Resident Project Representative for approval.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Section 40 of the General Provisions.

Where the Contractor has not taken action but has notified the Engineer of any emergency threatening injury to persons or damage to the work or any adjoining property, the Contractor shall act as instructed or authorized by the Resident Project Representative.

Any Contractor whose place of business is located outside of the boundary of the city or town where the airport is located and who does not maintain local headquarters 24 hours a day within that city or town must make satisfactory arrangements with the Engineer for taking care of emergencies or complaints which may occur at night, over the weekend, or when the job is shut down. If they do not, the Owner may make arrangements and the cost will be charged to the Contractor. Before the final estimate is certified for payment, the Contractor shall make similar arrangements to cover the guarantee period.

34. PROTECTION AND RESTORATION OF PROPERTY.

A. General: These requirements are in addition to those contained in Section 70-10 of the FAA General Provisions.

The Contractor shall:

- (1) Not enter upon private property for any purpose without obtaining written permission;
- (2) Use every precaution necessary to prevent damage or injury to public and private property;
- (3) Protect all trees, shrubs, and other plants not marked by the Engineer for removal from damage by construction operations.

B. Protection of Existing Infrastructure: The Contractor shall make sure that any portions of the existing airport, roadway and existing structures which are to be retained for public use or travel are left in as good condition as when the Contractor commenced work. The Contractor shall not move or use equipment on any pavement or structure in a manner that may or does cause damage

C. Contractor's Responsibility: The Contractor's responsibility shall not be released until the work has been completed and accepted and the applicable statute of limitations has expired.

D. Restoration of Damaged Property: When any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work or in consequence of the non-execution thereof on the part of the Contractor, such property shall be restored at the Contractor's expense to a condition similar or equal to that existing before such damage or injury was done or the Contractor shall make good such damage or injury in an acceptable manner.

E. Cleaning Traffic Signals, Street Lighting, and Airfield Lighting: When the Contractor's operations compromise the functionality of existing traffic signals and/or street or airfield lighting equipment, the Engineer may require the Contractor to clean said equipment prior to

project completion. Cleaning of traffic signals shall include all vehicle and pedestrian signal face lenses (inside and outside). Further, the inside of the controller cabinet shall be vacuumed and any vent filter shall be replaced; cleaning of streetlights shall include both the lens (inside and outside) and the reflector. The cleaning of electrical equipment shall be done by a traffic signal/electrical contractor. Any equipment that is damaged in the cleaning process shall be repaired or replaced at the Contractor's expense. The costs for cleaning will not be paid for directly, but will be considered incidental to other items in the Contract.

- F. Ground Vibration Limits:** The maximum Peak Particle Velocity (PPV) of ground vibration in any of the three mutually perpendicular components of particle velocity for the following structure types shall be limited as follows:

PPV IN MM/S (IN/SEC)

<u>Type of Structure</u>	<u>Frequencies < 40 Hz</u>	<u>Frequencies > or = 40 Hz</u>
Modern Homes (drywall interior)	19 (0.75)	50 (2.0)
Older Homes (plaster on wood or lath)	13 (0.50)	50 (2.0)
Non-Residential Structures Underground Utilities		

The Sponsor reserves the right to lower the PPV limit in areas where there may be structures or elements with a higher sensitivity to ground vibration. Adherence to this specification does not waive the Contractor's responsibility for damage as specified in this Subsection and in Item 35 of this Section.

35. PROTECTION AND RESTORATION OF ROADWAYS AND LANDSCAPE.

The Contractor shall protect and preserve all public and private property, including all existing vegetation, existing landscape features, and monuments within, along, and adjacent to the highway right of way. The Contractor shall use every precaution necessary to prevent damage, injury, pollution or destruction; shall protect all trees and other woody plants which are to remain; and shall take special care to protect the natural vegetation and surroundings including all natural drainageways, waterways, wetlands, groundwater, woods and fields. The Contractor shall store materials in such a manner as to prevent leaching and soil compaction which could be injurious to water, soils, and plants.

- A. Within the Right of Way.** Before beginning the use of any area within the right of way, but not within the limits of disturbance shown in the contract documents, the Contractor shall obtain the written approval of the Engineer. Before beginning the use of any area within the right of way, but outside the contract limits, the Contractor shall obtain the written approval of the Owner through modification of the contract limits by change order or the issuance of a highway work permit. Approval will not be given if the area is not suitable for acceptable restoration or if serious or permanent environmental damage is foreseeable. This applies to areas such as, but not limited to: borrow areas, spoil areas, equipment and/or material storage areas, haul roads, batching areas, water points, shop areas and all similar areas. Where a contract pay item for turf establishment is not included in the contract, disturbed earth areas within the work limits shall be graded and seeded as specified for the standard turf establishment item. The cost of this work shall be included in the prices bid for the various items in the contract and no separate payment will be made therefore.

- B. Outside the Right of Way.** The Contractor shall notify the Engineer of the use of any specific area outside the right of way before work in any such area is begun, except areas which have been or are being used by the Contractor as its established and permanent headquarters, equipment storage sites or to commercial borrow sources, commercial gravel pits, commercial quarries, and all similar areas. The Contractor shall provide the Engineer with a copy of any permit application or notice of intent, without attachments.

In accordance with the SPDES General Permit for Stormwater Discharges from Construction Activity, any construction activity that results in a soil disturbance of more than 1 acre on a single property will require SPDES permit coverage from the NYS Department of Environmental Conservation (NYSDEC). When SPDES permit coverage is required, the property owner, as the "Operator" must develop and implement a NYSDEC approved stormwater pollution prevention plan (SWPPP) and conduct required periodic inspections until the permit coverage is terminated.

In accordance with the Mined Land Reclamation Law, (Environmental Conservation Law Article 23, Title 27), all borrow pits and aggregate sources outside of the State right of way, where more than 1,000 tons or 750 cubic yards, whichever is less, of minerals are removed from the earth within any twelve successive calendar months, require mining permits obtained from NYSDEC. When a mining permit is required, the Contractor, in addition to complying with restoration requirements for all areas as stated below, may be required by the Engineer to meet pertinent standards contained in the law and/or 6 NYCRR Part 420 et. seq.

Where borrow pits result in the formation of ponds or low areas intermittently filled with water, the Contractor shall furnish the Engineer with a copy of its agreement with the landowner permitting the use of such areas. Grading plans may be required by NYSDOT for such areas and due consideration given to the appearance of the areas if they are visible from any highway.

- C. Restoration.** All areas disturbed by the Contractor shall be restored to a pleasing and acceptable condition, particularly those areas within sight of the finished highway or any other highway. All such areas shall present a pleasing appearance to travelers on any highway. Where deemed necessary by the Engineer, the Contractor shall submit a grading plan. Grading plans shall include the sequence of operations, the erosion and sediment controls, final slopes and surface restoration details.

Because the extent of such areas and the use and treatment during construction is within the discretion of the Contractor, within the limitations and requirements outlined, no direct payment will be made for any labor, material or equipment necessary for the restoration of these areas. The cost of the work shall be included in the amount bid for other items of work. Work shall be done in general accordance with NYSDOT specifications for similar items of work.

The Contractor shall repair all injuries to woody plants which are to remain by approved horticultural methods; and shall scarify the compacted soil and regrade so as to restore the property to a natural condition. Where the soil over the root area of trees to be preserved has been compacted, it shall be restored by proper cultivation to a condition to permit the entrance of water and the proper aeration of roots.

In general, the restoration of disturbed areas shall include:

1. The removal of all equipment and parts, junk, rubbish, excess materials and debris of all kind;
2. Clean up as required, grading as shown on a grading plan if required; or graded so as to blend into the surrounding ground forms;
3. Scarification of yards, batch sites, haul roads, etc., to the depth necessary to support vegetation;
4. The removal of pavement or granular surfacing from, and regrading of, temporary roads or areas;
5. The repair/removal of damaged trees;
6. The fertilizing, seeding and mulching of disturbed areas;
7. Grading the slopes of excavated areas to a stable condition, but in no case shall earth cut faces be left steeper than one (1) vertical on one and one-half (1.5) horizontal. All rock cut slopes shall be scaled to remove any loose or unstable rock.

The restoration of disturbed areas shall be accomplished prior to contract final acceptance. The work of restoring Contractor's work areas (storage, batching, equipment, shop areas, etc.) may be done after contract final acceptance, but shall be completed prior to execution of final payment.

36. PUBLIC CONVENIENCE AND SAFETY.

A. General. The Contractor shall conduct all work so as to ensure the least possible obstruction to traffic. The safety and convenience of the general public and the residents along the highway within the construction area and the protection of persons and property shall be provided for by the Contractor.

B. Dust Control. The Contractor shall use all necessary dust control on haul road(s) and maintenance yard(s) in the same manner as required for materials sources and disposal areas. Dust control on haul road(s) and maintenance yard(s) shall be performed in accordance with Specifications M-120 and M-140, and will not be paid for directly, but will be considered incidental to all other Contract items. The Contractor shall perform all dust control directed by the Engineer on the haul road(s) and/or maintenance yard(s); unless otherwise provided, dust control will not be paid for directly, but will be considered incidental to all other Contract items.

The Engineer will direct the use of all necessary dust control within the limits of the construction performed under the Contract. Under those contracts which contain pay items for dust control, the dust control within the construction area shall be performed in accordance with the requirements of Sections M-120 and M-140 and will be paid for under the appropriate Contract item(s). Under those contracts which do not contain pay items for dust control, the necessary dust control shall be performed in accordance with the requirements of Sections M-120 and M-140 and the cost will not be paid for directly, but will be considered incidental to all other Contract items.

C. Stored Materials. Materials stored within the construction area shall be placed so as to cause a minimum obstruction to the facility users, the traveling public and snow removal operations. Materials shall not be stored in any areas regulated by ELZ or in buffers unless approved by the Resident Project Representative.

D. Fire Hydrants. Fire hydrants located within the construction area shall be kept accessible to fire apparatus at all times and no material or obstruction shall be placed within 15 feet of any such hydrants.

- E. Adjoining Ways.** Sidewalks, gutters, drainage inlets, and portions of highways adjoining the construction shall be obstructed only when necessary. If a sidewalk is obstructed, temporary pedestrian access meeting the requirements of ADA and the MUTCD shall be provided around the obstructed area.
- F. Vehicle Lane Restrictions.** When the total useable width of a traveled way will be decreased to 14 feet or less for a period longer than one working day, the Contractor shall notify the Engineer of the date of the first day and the anticipated period of time such a lane restriction will be in effect. This notification shall be provided at least two weeks prior to the beginning of the lane restriction so that the Engineer may provide proper notification to the Oversized/Overweight Section of the Commercial Vehicle Enforcement Unit of the Department of Motor Vehicle and the Agency's Communications Section. When the date of the removal of the restriction becomes known, the Contractor shall notify the Engineer so that notification can be provided to these entities.

37. USE OF EXPLOSIVES.

- A. General.** The Contractor shall use the utmost care to protect life and property and, whenever directed by the Engineer, shall reduce the number and size of explosive charges. Blasting mats shall be used when required by regulation or deemed necessary. The Contractor shall notify each person, company, corporation, or public utility that owns, leases, or occupies property or structures near the site of the work of plans to use explosives; notice shall be given sufficiently in advance to enable people to take such steps to protect their property or structure from injury as they may deem necessary. Provision of notice shall not relieve the Contractor of responsibility for any damage resulting from the Contractor's blasting operations. All persons within the danger zone of blasting operations shall be warned, a warning whistle shall be sounded, and the zone cleared just prior to blasting. A sufficient number of flaggers shall be stationed outside the danger zone to stop all approaching traffic during blasting operations. Explosives shall be used only during daylight hours and shall be handled only by competent, trained workers; particular care shall be taken to ensure that no unexploded charges remain in the work area unattended and when constructions operations cease for the day. All explosives shall be stored securely, all storage locations shall be clearly marked "DANGEROUS-EXPLOSIVES," and all storage locations shall be supervised and controlled by a competent, trained person at all times. All explosives and highly flammable materials shall be stored and used in strict conformity with all Federal, State, and local laws, rules, and regulations. Attention is directed to VOSHA *Safety and Health Standards for Construction*, Subpart U, Blasting and the Use of Explosives.
- B. Liability.** Each of the insurance policies required for a project shall include coverage for injury to persons and injury or destruction of any property arising out of the storage and use of explosives.
- C. Insurance.** The Contractor acknowledges full responsibility and assumes full liability for any and all damage or injury to persons or property caused either directly or indirectly by the Contractor's or a subcontractor's use of explosives. The liability of the Contractor shall apply equally to damages or injury to persons or property whether said injury or damage occurs within or outside of the right-of-way. The cost of all precautionary measures shall not be paid for directly, but all costs therefore shall be included in the bid prices for the pay items under the Contract.

- D. Blasting Cap Danger.** The Contractor and/or the Contractor's agents shall take all precautions necessary to prevent premature explosions of electric blasting caps individually or when they are connected into a circuit.

The Contractor and/or the Contractor's agents acknowledge and are hereby advised of the potential hazard of a premature explosion of electric blasting caps due to propagation of radio frequency energy by transmitters of radio and the related radio services such as television and radar. Mobile and fixed radio, cellular telephone, radar, television, and related transmitters are in general use in the project area, including police departments, fire departments, political subdivisions, utility companies, commercial carriers, private and public enterprises, and individuals.

- E. Warning Signs; Costs Incidental.** Prior to blasting operations the Contractor shall install warning signs in conformance with the MUTCD. Warning signs shall be located in prominent positions at least 1,200 feet from the point of blasting and visible to any person approaching the blasting point. Payment for furnishing, erecting and maintaining warning signs shall be considered incidental to other items in the Contract.

- F. Documentation of Structure Condition.** It shall be the responsibility of the Contractor to document the existing condition of all structures that have potential for damage. This documentation shall be in the form of a video or pictures, with sufficient description, and shall be supplied to the Engineer prior to any blasting on the project. The costs of preparing this documentation will not be paid for directly, but shall be considered incidental to all Contract items.

- G. Blast Surveys.** The Contractor shall monitor all blasts and provide a report to the Engineer that shall indicate the Peak Particle Velocity (PPV) of the blast. The PPV sensitivity as reported shall range from less than 0.5 mm/s (0.02 in/s) to more than 125 mm/s (5.0 in/s). The Engineer reserves the right to request more than one instrument to monitor the blasting if there is a need for monitoring in more than one direction from the blasting area. The costs of the monitoring and preparing the reports will not be paid for directly, but shall be considered incidental to all Contract items.

38. PROTECTION AND RESTORATION OF UTILITIES AND SERVICES.

- A. General.** The Contractor shall take proper precaution during construction to avoid damage to public and private services. These services include, but are not limited to gas, water, sewer and drainage pipes, springs, wells, septic tanks, cesspools, telephone, telegraph, television, and other communication and electrical services. Services may be located on or adjacent to the project, above, on, or under the ground, and may not be shown on the Plans.

The Contractor shall use the necessary precautions to prevent damage to pipes, conduits, and other underground facilities in accordance with 16 NYCRR 753 Protection of Underground Facilities. All costs associated with verification of the location of underground facilities shall be included in the prices bid for the respective contract items involved unless separate payment is otherwise provided for in the contract. The Contractor shall provide access to Public Service Commission personnel to examine and inspect excavation and demolition methods used within 15 feet in any direction of any underground facility.

Prior to commencement of excavation, the Contractor shall ensure that appropriate staff have completed an approved Public Service Commission "One-Call" training program on safe digging best practices in accordance with New York State General Business Law.

- B. One-Call Notification.** The Contractor shall contact the One-Call notification system serving the area a minimum of 2 days and a maximum of 10 days, not including the date of the call, prior to work. The Contractor shall mark proposed locations of excavation, or other activity listed above, with white paint, white stakes or other indications as agreed to by the Utilities to facilitate the work of underground utility designation. If additional work is required, and staking, marking or other designation has been lost, the Contractor shall contact the One-Call notification system for subsequent designation. If an underground facility has been designated, but the Contractor cannot physically locate the facility, the Utility shall be notified, so that the designation can be verified. If an unmarked or unknown facility is discovered during the course of the Contractor's operations, the Utility or suspected Utility shall be notified. If the owner cannot be determined, the One-Call notification system shall be notified. The Contractor shall support and protect from damage all exposed underground facilities. The Contractor shall notify the Engineer of any accidental contact with or potential damage to any underground facility, regardless of whether the damage is visible or not.

The Contractor shall provide to the Engineer, in writing, the information provided to the One-Call notification system or the Utility if it is not a One-Call notification system member, and the control number issued for each call placed to request designation of underground facilities. The Contractor shall protect and preserve designations until no longer required for safe work near the underground facility.

The Contractor shall identify and provide to all forepersons and equipment operators, a list of emergency phone numbers for each Utility having facilities within the contract limits. Supervisors shall periodically review the location of underground facilities with all workers who are subject to exposure, including new employees.

- C. Notice of Work.** At commencement or resumption of construction, the Contractor shall notify the owners, operators, occupants, or lessees of all the public or private services of any work to be done on, over, under, adjacent to, or in proximity to said utilities during the construction of the project. Further, the Contractor shall again notify the aforesaid parties fourteen (14) calendar days in advance of starting such work to enable them to take steps as they may deem necessary to protect their property or structures from damage. Provision of notice shall not relieve the Contractor of its responsibility for any damages resulting from the Contractor's work.
- D. Owner Access.** Owners, employees, or agents of public or private services located within the project limits shall be allowed free and full access with the tools, materials, and equipment necessary to install, operate, maintain, place, replace, relocate, and remove service facilities. No compensation will be paid to the Contractor for any inconvenience caused by working with these parties or around or with their services.
- E. Service Relocation.** The exact location of any service facility relocated within the project limits shall be as directed by the Engineer.
- F. Cooperation.** The Contractor shall cooperate with the owners of any of the aforementioned services in order that the service removal and/or relocation operation will progress in a reasonable manner, that duplication or temporary relocation work may be reduced to a minimum, and that services rendered by the concerned parties will not be unnecessarily interrupted.

- G. Service Interruption.** If in connection with the work interruption in service occurs, the Contractor shall promptly notify the owner or the owner's authorized representative and cooperate with the owner to promptly restore service. In no case shall interruption to water or sewer service be allowed to exist outside of normal working hours without the substitution of acceptable alternate service.
- H. Fire Hydrants.** No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.
- I. Responsibility for Damage.** The Contractor shall be responsible for all damages done to services from the beginning of construction to the satisfactory completion of the project, including all damages to water supplies and sewage systems, including but not limited to damage to springs and wells, septic tanks, cesspools, and underground pipes, whether located within or outside the project area or whether or not shown on the Plans, except as otherwise provided in the Contract.
- J. Water; Investigation of Claims.** The Sponsor will receive and investigate all claims relating to damage to springs, wells, and water supply systems. The Contractor will be notified of the results of the investigation. If it is determined that the damage is the responsibility of the Sponsor, the Contractor will not be liable and will be reimbursed by the Sponsor for expenses incurred in providing temporary water service and repairing the damage.
- K. Restoration of Service by Agency.** If the Contractor fails to restore a service or to make good on a damage or injury to service(s), the Engineer may proceed to repair, rebuild, or otherwise restore the service as deemed necessary and the cost thereof will be deducted from any monies due, or which may become due, the Contractor under the Contract.

39. RESPONSIBILITY FOR DAMAGE CLAIMS.

These requirements are in addition to those contained in Section 70-11 of the FAA General Provisions.

- A. General.** The State shall notify the Contractor in the event of any claim or suit pursuant to the items listed in Section 50-16 of the FAA General Provisions, and the Contractor shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Contractor may request recoupment of specific defense costs and may file suit in the Court having jurisdiction, requesting recoupment. The Contractor shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Contractor.

The Contractor shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Contractor.

- B. Submission of Damage Claims.** With regard to each and every damage claim, the Contractor shall:
- (1) Provide the claimant with a damage claim form for the submission of damage claims to the Contractor and Agency;

- (2) Pay, settle, or otherwise resolve the claim;
- (3) Submit the claim to the insurance carrier, with a copy to the Agency;
- (4) Treat all claimants with respect.

40. MANAGING SURPLUS MATERIAL AND WASTE.

The Contractor shall manage all surplus materials and waste generated in the performance of the contract in accordance with applicable federal, state, and local laws and regulations. Nothing herein is intended to prevent the Contractor from removing surplus materials or waste to appropriate off-site locations for beneficial reuse, recovery, or recycling purposes. The Contractor is encouraged to reuse, salvage or recycle materials to the maximum extent possible. Surplus or used materials generated from Owner contracts that are easily recognizable, maintain their physical properties, are easily separated and transported, and have value as commodities are often recycled. These include metals (steel, iron, etc.), recycled asphalt pavement (RAP) in the form of chunks or millings, and recycled portland cement concrete aggregate (RCA). Surplus and used materials, unless identified otherwise, become the property of the Contractor.

Waste Management shall mean the collection, transportation, transfer, processing, recovery, storage, reclamation, treatment, handling and disposal of waste whether performed directly by the Contractor or others. Unless otherwise noted in the contract documents, all materials or substances that are spent, useless, worthless, or in excess to the Department, including materials generated on-site by the Owner's contract supervision and inspection activities, are covered by this subsection.

Unless specifically noted in the contract documents, placement of surplus materials or spoil will not be allowed within any public road right of way. Payment for managing surplus material and solid waste shall be included in the various contract pay items. The absence or unavailability of disposal areas on the contract site or the refusal of a permitted solid waste management facility to accept waste will not be the basis for a dispute for additional compensation for the disposal of wastes.

- A. Excess Soil and Rock.** Excess soil and rock may be generated by construction activities associated with the work. Excess soil and rock may be presumed suitable for reuse onsite absent records, existing data, or knowledge/observation to the contrary. These materials may be excess because the quantity available exceeds the quantity required, or they do not have the engineering properties required for use, or they may not be of economic value in the current location, such as when the cost to transport the material approaches or exceeds its sale value. These excess materials are not considered waste when used within the contract limits.
- B. Spoil.** Spoil is excess soil and rock intermixed with certain other materials that is not reused within the contract limits. Spoil may include recognizable, uncontaminated concrete (including incidental pavement markings), asphalt pavement (including incidental pavement markings), brick, glass or soil. Reinforcing steel embedded in concrete is considered an incidental metal and is included within the definition of concrete.

Excess soil generated outside of New York City may be presumed to meet the criteria for Fill Material in accordance with 6 NYCRR 360.12 and may be managed as spoil absent records, existing data, or knowledge/observation to the contrary.

Spoil may be sold ("placed in commerce") to a consumer and the consumer is responsible for its use/placement. Spoil shall be evaluated in accordance with 6 NYCRR 360.13 for placement as fill for beneficial use. The Contractor may dispose of Spoil that qualifies as fill under 6 NYCRR 360.13 Table 2 as General Fill, Restricted Use Fill or Limited Use Fill. Spoil shall not be pulverized, shredded, or otherwise processed such that the individual waste

components are rendered unrecognizable. Spoil may be placed in accordance with 6 NYCRR 363-2.1(h) at appropriate locations outside of Suffolk and Nassau counties that are exempt from solid waste permit requirements, between sunrise and sunset, at a facility that receives less than 5,000 cubic yards during its lifetime and takes no compensation, fee or other form of consideration. Within the Adirondack Park, spoil shall only be deposited in accordance with the requirements of the Adirondack Park Agency.

Spoil that cannot be disposed of in accordance with 6 NYCRR Part 360.13 due to heavy metals, chemical or petroleum contamination shall be disposed of in accordance with NYSDOT Standard Specifications Section 205 *Contaminated Soil*.

Spoil disposal areas shall be established and restored in accordance with SGP 35.

- C. Excess Asphalt and Concrete.** Excess asphalt and concrete generated by construction activities associated with the work are not solid wastes when these materials are reused in accordance with the beneficial use determinations at 6 NYCRR 360.12. This includes asphalt and asphalt millings used in making hot mix asphalt or when recycled in place. Recognizable concrete, rock, and brick are not solid wastes when used as a substitute for conventional aggregate. Any and all asphalt millings generated from the performance of the Work shall first be offered to the Owner, who shall have the right of first refusal prior to any reuse, sale, or disposal by the Contractor.
- D. Tree Shrub and Plant Debris.** Unadulterated wood, wood debris, wood chips, yard trimmings, and plant debris (trees, shrubs and other) are not solid waste when used for compost, mulch, landscaping or erosion control purposes. Such material can be used on-site or transported off-site provided the material is recycled or reused. If locations are identified within the contract documents, trees, stumps, wood chips and yard waste generated from activities within the right-of-way may be disposed of in areas within the right of way but are not subject to the provisions governing lift placement and compaction. Otherwise, such debris shall be handled by a recycling facility per 6 NYCRR 361-3 or disposed of at other permitted solid waste management facilities.
- E. Construction and Demolition Debris.** In accordance with 6 NYCRR 360, Construction and demolition (C&D) debris is uncontaminated solid waste resulting from construction, remodeling, repair and demolition of structures, buildings and roads. C&D debris includes fill material, demolition wastes, and construction wastes. C&D debris may include excess soil and rock or spoil, and includes but is not limited to: wood (including painted, treated and coated wood and wood products), land clearing debris, plumbing fixtures, electrical wiring, electrical components containing no hazardous liquids, nonfriable asbestos, wall coverings, plaster, drywall, roofing shingles and other roof coverings and pipes or metal attached to or embedded in these waste materials. C&D debris shall not be pulverized, shredded, or otherwise processed such that the individual waste components are rendered unrecognizable. C&D debris shall be disposed of in an permitted C&D waste management or processing facility. Nonfriable asbestos shall be disposed of at permitted C&D waste management facility. If a C&D waste facility is not available, C&D debris may be disposed of at a solid waste facility. Transport of C&D debris in quantities greater than 10 cubic yards in a single load shall be shall be shipped by a 6 NYCRR Part 364 registered waste transporter with waste tracking documentation.
- F. Non-Hazardous Solid Waste.** Non-hazardous solid waste includes, but is not limited to: tires, office trash, garbage, roadside litter and street sweepings. The Contractor may collect and store nonhazardous solid waste on the contract site in transfer containers or other appropriate containers pending transportation to a legally permitted solid waste management facility. The Contractor shall meet the following conditions:

- Waste management activities shall be controlled to prevent odors and other nuisance conditions.
- Putrescible solid waste shall be removed when transfer containers become a nuisance, are full, or weekly, whichever comes first.
- Non-putrescible solid waste may be collected and stored on the site in a transfer or other appropriate container not longer than 45 days.

G. Non-Hazardous Industrial Waste. Non-hazardous industrial waste includes, but is not limited to: asbestos, pavement marking waste, chemically contaminated soil, empty drums and treated wood products. These wastes require disposal at permitted solid waste management facilities or may be used in applications that have received generic or case-specific beneficial use determinations from NYSDEC. A waste transporter permitted by NYSDEC is required for transport of over 2000 pounds of waste in a single load to a disposal facility.

1. **Asbestos.** Friable and nonfriable asbestos containing materials (ACM) shall only be handled or packaged for transport by a NYS Department of Labor licensed contractor using certified personnel. Friable asbestos waste shall only be transported by a permitted waste transporter under a waste shipment record and disposed of at a permitted waste management facility approved to accept friable asbestos. Non-friable asbestos shall be transported and disposed of as C&D debris.
2. **Pavement Marking Wastes.** Pavement marking wastes, including millings from the localized removal of only pavement markings and not surface milling, including the pavement material and debris containing the removed markings generated by cleaning and removal operations shall be disposed of as non-hazardous industrial solid waste, at a permitted solid waste management facility. Pavement marking waste should be collected by typical construction methods such as sweeping and/or vacuuming.
3. **Contaminated Soil.** Soil chemically contaminated with petroleum or other non-hazardous material or used in applications that have received generic or case-specific beneficial use determinations from the NYSDEC.
4. **Empty Drums or Containers that Previously Held a Known Hazardous Material.** In accordance with 6 NYCRR Part 371.1(h), drums and containers that have had the contents removed by common practices, have less than one inch of product residue on the bottom, and less than 3% of the original product are considered “empty” and non-hazardous, even if the material they previously contained would otherwise have been classified as a hazardous waste. This does not apply to drums or containers that held acutely hazardous wastes. Empty drums and containers shall be recycled at a registered (or exempted) material recovery facility or disposed of at a permitted waste landfill. Empty containers may be returned to the manufacturer, sent to a reconditioner or handled as scrap metal, cardboard, etc. and are exempt from waste transporter requirements when destined for such reuse.
5. **Treated Wood Products.** Creosote treated wood products such as railroad ties and utility poles cannot be reused (unless they remain within the control of the railroad or Utility that owns them). Treated wood products including wood treated with creosote, chromated copper arsenate (CCA) and waterborne preservatives are typically non-hazardous wastes requiring disposal at a permitted disposal facility.

- H. Recycling of Coated Steel.** Scrap metal is not solid waste when being recycled, in accordance with 6 NYCRR 371.1. The receiving facility shall be provided notification that metal components to be recycled or reused may have lead-based paint coatings. The Contractor shall obtain written confirmation from the facility that it can accept the coated metals and will recycle/reuse the metal.

For any metal components for which the coated object could potentially meet the definition of a hazardous waste, a C7 NOTIFICATION FOR GENERATORS shall be submitted to NYSDEC per 6 NYCRR Part 371.1 prior to utilizing the recycling/reuse exemption. A copy of the notification shall be provided to the Engineer prior to shipment of the material.

- I. Hazardous Waste.** Hazardous wastes are those wastes that are specifically “listed wastes” per 6 NYCRR 371 and/or those that display hazardous waste characteristics for ignitability, corrosivity, reactivity and/or toxicity.

1. **Hazardous Waste Handling Requirements.** The Contractor shall meet the following hazardous waste requirements:

- a. Waste shall be properly packaged with containers labeled with the contents, date of generation, “Hazardous Waste” and the hazard reason for which they are identified as hazardous waste (i.e. flammable, toxic, etc.).
- b. Waste shall be inspected at least weekly while stored on site.
- c. Waste shall be shipped by a permitted waste transporter with a hazardous waste manifest and required documentation.
- d. Waste shall be disposed of at a permitted hazardous waste treatment storage and disposal facility (TSDF).
- e. Waste shall be removed within 90 days after generation, unless a specific contract pay item requires removal sooner.
- f. Hazardous waste shall be stored on the site of generation until manifested and shipped for disposal.
- g. Preparedness and prevention features and contingency planning and emergency procedures shall be developed as per 6 NYCRR 373-3.3 and 373-3.4, respectively.
- h. Personnel must be trained in hazardous waste management procedures relevant to the positions in which they are employed (6 NYCRR Part 373-3.2(g)).
- i. Appropriate security shall be provided for hazardous wastes while stored on site.

- J. Medical Waste.** Medical waste is material that may be contaminated by blood, body fluids or other potentially infectious substances, thus posing a significant risk of transmitting infection.

1. The Contractor shall notify the Engineer upon discovery of suspected medical waste and restrict access to the location(s) using caution tape, construction fence, or similar type barrier.
2. The Owner will contact the appropriate authorities (NYSDEC, NYSDOH, Police, Fire, etc.) to determine if public resources are available to remove and dispose of medical waste.
3. If public resources are not available, the Contractor shall remove and dispose of medical waste using either appropriately trained in-house or subcontracted resources. This will be considered extra work.

41. WATER QUALITY PROTECTION.

Water quality protection is a joint responsibility of the Airport Sponsor, as the owner and the holder of environmental permits, and the Contractor, acting as an agent for the Owner. The Contractor shall protect all water resources within the contract limits and on lands adjacent to or affected by the work, and take measures to maintain water quality of receiving water bodies.

The Contractor shall schedule and conduct its work to minimize soil erosion, not cause or contribute to a violation of water quality standards and prevent sedimentation on lands adjacent to or affected by the work. Construction of temporary and permanent soil erosion and sediment control measures, temporary and permanent soil stabilization, construction of drainage facilities and performance of other contract work which will contribute to the control of erosion and sedimentation shall be carried out in conjunction with related construction operations. The area of disturbance at any one time by construction operations shall be kept to a minimum and shall not exceed the limits established in the contract documents or applicable permits.

Prior to the start of related construction, the Contractor shall review the erosion and sediment control plan included in the contract documents, and if necessitated by the Contractor's operations, modify the plan for compatibility with the Contractor's intended sequence of construction operations, to include, but not limited to: construction phases; contract milestones, installation of control measures, clearing and grubbing operations, earthwork, etc. The Contractor's modified erosion and sediment control plan shall be submitted to the Engineer for approval, along with a progress schedule for accomplishment of temporary and permanent erosion and sediment control work in accordance with FAA GP 80-03 *Execution and progress*.

Prior to the start of related construction, the Contractor shall submit for approval a proposed plan of erosion and sediment control and water pollution control on material storage areas, haul roads and borrow pits and a plan for stabilization, control and disposal of surplus excavated materials within the right of way. The Contractor shall submit for approval the names of individuals who will be inspecting control measures, a description of their qualifications and documentation of required training in erosion and sediment control. The Contractor's erosion and sediment control plan shall be prepared in accordance with Department specifications and the New York State Standards and Specifications for Erosion and Sediment Control. No related work shall be started until the erosion and sediment control plans and progress schedules have been approved by the Engineer. As conditions change during construction or work is not progressed in accordance with the schedule, the Contractor shall regularly submit a progress schedule update in accordance with FAA GP 80-03 *Execution and progress* and an updated erosion and sediment control plan, as necessary, for approval by the Engineer.

The Contractor's operations shall be carried out in accordance with the approved erosion and sediment control plans, progress schedule, contract documents and permits. The Contractor shall comply with the following:

- A. Permits.** All applicable statutes, regulations, permits and approvals of the NYSDEC, USACE, and/or other water quality protection agencies and fish and wildlife agencies shall be complied with in the performance of the contract. Care shall be taken so as not to cause turbidity that will result in a visible contrast to the natural conditions of a waterway or impoundment, cause sedimentation, discharge pollutants or impair the waters for their best usages.
- B. Borrow or Spoil Areas.** Erosion and sediment control of borrow areas, spoil areas and construction roads shall be conducted both during and after completion of the work, to

minimize soil erosion and not cause or contribute to a violation of water quality standards and prevent sedimentation on lands adjacent to or affected by the work.

- C. Fording.** Fording of waterways may require permit from NYSDEC, USACE, and other regulatory agencies, and will not normally be allowed. Temporary bridges or other structures may be used where a waterway crossing is necessary, but may also require permits from NYSDEC, USACE, and other regulatory agencies. Unless otherwise approved in writing by the Engineer, the Contractor shall not ford or operate mechanized equipment in waterways.
- D. Work Areas Within and Adjacent to Waterways.** Work areas within or adjacent to waterways, wetlands or impoundments may require authorization or a permit. Any method, structure, or work area proposed by the Contractor which may impede flood flows whether within or adjacent to the waterway, that is not included in the environmental permitting that has been obtained by the Owner, shall be the responsibility of the Contractor. When work areas (including but not limited to staging areas, borrow areas, spoil areas, or gravel pits) are located within or adjacent to waterways, wetlands or impoundments, such work areas shall be isolated from the waterway, wetland or impoundment to prevent entry of sediment and shall not risk contravening water quality standards.

Care shall be taken during both the construction and removal of barriers so as not to cause turbidity or sedimentation.

- E. Removal of Temporary Obstructions.** All waterways shall be cleared as soon as practicable of false work, temporary causeways, piling, debris or other obstructions placed during construction operations and which are not a part of the finished work.
- F. Maintenance.** Ditches and drainage structures which are filled or contain debris, or are partly or wholly inoperative, shall be cleaned and made operative before the Contractor stops work for each day, and shall be maintained in a satisfactory condition for the duration of the contract. All erosion and sediment control measures which have been displaced, or are partly or wholly inoperative, shall be repaired within 24 hours of discovery or notification to the Contractor, unless repairs are required sooner by the contract documents or by conditions that may cause a violation or nuisance.
- G. Water Discharges.** Water containing sediment from aggregate washing, pump discharges or other operations shall be treated by filtration, settling basin or other means sufficient to prevent turbidity or sedimentation of receiving waterways. Turbid wash water or pump discharges shall not be allowed to enter waterways or impoundments.
- H. Control of Wet Concrete Waste.** No wet or fresh concrete shall be allowed to escape directly or indirectly into any waterway or drainage structure. Washings from concrete trucks, mixers or other devices shall not be allowed either directly or indirectly onto the ground or into any waterbody or drainage structure. All concrete washout facilities shall be designed and constructed in accordance with the New York State Standards and Specifications for Erosion and Sediment Control.

The Contractor shall ensure that water quality controls are functioning in an effective manner and address all failures or other problems in a pro-active manner, immediately. If a situation comes to the Engineer's attention, the Engineer will inform the Contractor of unsatisfactory construction procedures and operations insofar as water quality management are concerned. The Engineer will also review the

Contractor's compliance with state and federal permit conditions as they relate to water quality. If the unsatisfactory construction procedures and operations are not corrected in a timely manner, the Engineer will suspend the performance of any or all operations in accordance with FAA GP 50-01 *Authority of the Resident Project Representative (RPR)* until the unsatisfactory condition has been corrected.

42. SUBLETTING OR ASSIGNMENT OF CONTRACT.

- A. General:** The Contractor shall not sublet, assign, sell, transfer, or otherwise dispose of the Contract or any portion thereof, or of its right, title, or interest therein to any individual, firm, corporation, or other entity without the written consent of the Airport. The Contractor must file with the Airport copies of all executed subcontracts and other documents. An approved subcontractor shall not in turn sublet or assign any of the work pertaining to the subcontract without the Contractor obtaining further permission from the Airport. In no event shall Airport approval release the Contractor from responsibility and liability under the Contract and bonds.

Any work or material supply that costs \$10,000 or more and is included in this project that the Prime Contractor wants to sublet to another firm must be approved by the Airport in writing. Any Subcontractors or Suppliers that will be doing work or supplying material that is sublet and approved by the Airport must have a signed contract with the Prime Contractor or a lower tier Subcontractor or Supplier before they may begin work or deliver material to the project site. The Airport reserves the right to reject the use of any Subcontractor or Supplier that they feel is not in best interests of the Airport.

The Contractor is responsible for all work performed by Subcontractors, Trucking Firms, Manufacturers, Fabricators, Material Suppliers, Services and any other parties in the performance of the contract, regardless of whether Department approval has been obtained. The Contractor shall not enter into any subcontract with any person or firm listed as debarred from government contracts by the New York State Department of Labor or Workers Compensation Board on <https://applications.labor.ny.gov/EDList/searchPage.do> or by the Federal Government, General Services Administration on <https://www.sam.gov/SAM/>. Work shall be performed only by Subcontractors and Trucking Firms specifically approved by the Owner or designee, and work shall not begin prior to approval by the Owner. Work shall not be assigned by a Subcontractor to a lower tier Subcontractor. Work shall not be assigned by a trucking broker or by a Trucking Firm to a lower tier trucking firm. Work by a non-approved Subcontractor, Trucking Firm, or DBE/MBE/WBE/SDVOB will be suspended by the Engineer and payment for work by a non-approved Subcontractor, Trucking Firm, or DBE/MBE/WBE/SDVOB may be withheld.

- B. Subcontract Provisions.** A subcontract is any agreement between the Contractor and another firm, entity, person, or party for any part of the work in connection with the Contract. All Subcontracts shall be in writing and shall contain all pertinent provisions of the contract, including Federal and State Laws and Regulations. Upon request, the Contractor shall provide a copy of any requested written subcontract. All Subcontractors, Trucking Firms and Professional Services shall maintain insurance coverages as required by the Contract.

All subcontracts shall incorporate all required provisions of the Contract Documents. The provisions may be incorporated by reference.

All Subcontractors and Trucking Firms working within the contract limits or at a facility dedicated to the contract shall have a written Project Safety and Health Plan in accordance with SGP 25 or shall have a copy of the Contractor's written Project Safety and Health Plan

and shall confirm by written agreement with the Contractor that all construction operations are adequately addressed. If a Subcontractor or Trucking Firm are following their own written Health and Safety Plan, the Contractor shall have a copy and shall ensure that the Subcontractor's and Trucking Firm's plans are not in conflict with the Contractor's written Safety and Health Plan.

All Subcontractors shall have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-G of the New York State Labor Law.

For FAA AIP-funded contracts, the Contractor shall insert the FAA Required Contract Provisions for Obligated Sponsors and Airport Improvement Program (AIP) Projects, into all subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). The Contractor (or Subcontractor) shall incorporate by reference the applicable requirements of the FAA Required Contract Provisions for Obligated Sponsors and Airport Improvement Program (AIP) Projects for work done under any purchase order, rental agreement, or agreement for other services.

C. Performance of the Contract Work. The Contractor shall perform Contract work with its own organization amounting to **fifty percent (50%) or more** of the total Contract work amount, minus "Specialty Items." The Contractor's own organization includes only workers employed and paid directly by the Contractor and equipment owned, leased, or rented by it from a non-debarred individual or entity, with or without operators. The term "own organization" does not include employees or equipment of a subcontractor, assignee, agent, or supplier of the Contractor. When determining whether the Contractor is in compliance with this 50 percent requirement, the following shall apply:

- (1) The cost of materials and manufactured products to be purchased or produced under the Contract shall be included in the amount upon which the 50 percent requirement is computed.
- (2) The percentage of subcontracted work shall be based on the Contract, rather than subcontract, unit prices. If only a part of a Contract item is to be sublet, its proportional value shall be determined on the same basis.
- (3) When a firm sells materials to a Contractor and performs the work of incorporating the materials into the project, these actions must be considered in combination and as constituting a single subcontract.

D. "Specialty" Items. The cost of "Specialty Items" may be deducted from the total Contract price before computing the amount of work required to be performed by the Contractor's own organization. There are no specialty items in this contract.

E. Performance Requirements. The Contractor and its subcontractor(s) shall, in the staffing and administration of the Contract, comply with the following performance requirements:

- (1) Commercially Useful Function. The Contractor and all subcontractor(s) must each perform a "commercially useful function". This means that the Contractor or Subcontractor is responsible for the execution of a distinct element of the work of a Contract and carries out its responsibilities by actually performing, managing, and

supervising the work involved. The Contractor or Subcontractor must have the latitude to independently:

- a. Select contracts to be bid;
- b. Determine prices to be quoted;
- c. Select material suppliers;
- d. Hire, fire, supervise, and pay employees; and
- e. Direct or cause the direction of the management and policies of the firm.

The Contractor/subcontractor may not broker work for another firm or act as a bidding conduit.

(2) Contractor to Furnish Competent Representative; Safety Officer; Others. To ensure that any subcontracted work is performed in accordance with the Contract requirements, the Contractor shall be required to furnish:

- a. A competent, reliable, English-speaking representative employed by the Contractor who has full authority to direct performance of the work in accordance with the Contract requirements and who is responsible for all construction operations on the project regardless of who performs the work.
- b. A competent, reliable, English-speaking employee designated as the safety officer who is authorized to receive orders and to issue binding directions concerning safety to all persons except Sponsor representatives associated with the project, whether employed by the Contractor, subcontractors, or material suppliers.
- c. Such other individual(s) from the Contractor's organization as the Sponsor's Construction Engineer determines are necessary to ensure the performance of the Contract, e.g., supervisory, managerial and engineering personnel.

(3) Employees on Payroll. The Contractor/subcontractor is not permitted to place on the payroll the employees of another firm for the purpose of avoiding Federal or State regulations or the provisions of the Contract.

F. Suppliers. Suppliers that the Contractor or a lower tier Subcontractor or Supplier plans to sublet work to must be approved by the Sponsor. The Prime Contractor must submit a package of information to the Sponsor through the Resident Project Representative at least 14 days prior to the date that the supplier will be supplying material to the project site.

The Supplier Sublet package shall include the following correctly filled out and executed forms:

- i. Form MJ-203 – "Certificate of Non-Segregated Facilities"; and
- ii. Form MJ-210 – "Contractor Acknowledgement Certification";
- iii. Form MJ-211 – "Transmittal Request for Consent to Sublet";
- iv. Form MJ-217 – "EEO Officer Notification and Program Compliance Certification";
- v. EEO Appointment Letter;
- vi. EEO Policy Statement;
- vii. Current Insurance Certificates

- G. Subcontractors.** Subcontractors that the Contractor or a lower tier Subcontractor or Supplier plans to sublet work to must be approved by the Sponsor. The Prime Contractor must submit a package of information to the Sponsor through the Resident Project Representative at least 14 days prior to the date that the supplier will be supplying material to the project site.

The Subcontractor Sublet package shall include the following correctly filled out and executed forms:

- i. Form MJ-203 – “Certificate of Non-Segregated Facilities”;
- ii. Form MJ-209 – “Annual Contractor Assurances – AIP Funded Contracts”;
- iii. Form MJ-210 – “Contractor Acknowledgement Certification”;
- iv. Form MJ-211 – “Transmittal Request for Consent to Sublet”;
- v. Form MJ-217 – “EEO Officer Notification and Program Compliance Certification”;
- vi. EEO Appointment Letter;
- vii. EEO Policy Statement;
- viii. Current Insurance Certificates

Form MJ-209 must be resubmitted by the Prime Contractor and each Subcontractor annually by January 15th.

43. DAILY LIST OF WORKERS.

The Contractor shall provide a daily list of workers on the site (including Subcontractors).

44. CHARACTER OF WORKERS, METHODS, AND EQUIPMENT

The Contractor shall give its constant attention to the work while it is in progress, or it shall place it in charge of a competent and reliable English-speaking Superintendent or Foreman, who shall have authority to act for the Contractor and who shall be acceptable to the Engineer.

No Contractor employee may use, distribute, dispense, possess or manufacture any alcoholic beverages, illegal drugs or any other intoxicating substance on a contract site. The Contractor’s written policy shall require that employees be subject to reasonable suspicion drug and alcohol testing, not report to work under the influence of drugs or alcohol, nor be impaired or unable to function at the workplace as a result of consuming alcohol or other intoxicants. While prescription drugs are not prohibited, they should not render an employee unfit to complete their job duties. Contractor employees that are suspected of using drugs or alcohol, or who are suspected to be under the influence of such substances, shall be reported to the Engineer. Contractor employees who are under the influence of drugs or alcohol may deemed incompetent are subject to removal from the Airport.

Furthermore, firearms of any kind will not be permitted on any Airport. They cannot be on the person of Contractor employees or in their vehicle parked at the contract worksite. See NY CLS Penal Law § 265.01-e.

ADD the following two (2) paragraphs to the end of Section 80-05 “CHARACTER OF WORKERS, METHODS, AND EQUIPMENT” of the FAA General Provisions:

“Electrical Work. All electrical work shall be performed by or under the supervision of a licensed electrician (master or journeyman). Electrical work shall be defined as any work which involves

making connections to electrical components or splices in wiring that are, or will be, carrying 100 V or more. "Under the supervision of" means that the licensed electrician employed on the project shall be physically present on the project and must be actively supervising the work.

Removal of Machinery and Equipment. The Contractor shall not remove from the project any item of machinery or equipment after it has been placed on the project without the prior consent of the Engineer, which consent shall not be unreasonably withheld. Reasonableness shall be tested by the needs of the project and not by the needs of any other project in which the Contractor may be engaged."

45. PROJECT DURATION.

Upon execution of the Contract, the Sponsor will issue a written "Notice to Proceed" which will specify an effective date for the Contractor to begin work at the site. All work under this Contract must be completed within Total Contract Time as specified in the Notice to Proceed and in accordance with the specific work areas outlined in the Contract Documents.

With the approval of the Owner and Engineer, the calendar days need not be consecutive for all work areas as long as aircraft operations are not affected by any temporary stoppage in the Contract time. It should be understood that it is the Contractor's responsibility to schedule and request stoppages in contract time, in writing, for each respective work area. Further, it is understood that if it is determined to be in the best interest of the Owner and the Airport, the request for a Contract time stoppage can and will be denied. During a Contract time stoppage, no work may commence in that work area until a request is made to resume work and Contract time. If work is performed without an official restart of the Contract time it is agreed that the work performed is at the Contractor's expense and is not eligible for measurement of payment.

It shall be clearly understood that the Contract time is contractual, and if the time is exceeded, liquidated damages will be assessed. Requests for additional Contract time will only be granted for the following reasons:

1. Additional work is authorized by change order.
2. Delays or postponements of critical path work per the approved construction schedule are requested by the Owner.
3. Material delivery delays, which are documented and are beyond the Contractor's control. Material delivery delays, which are not documented, and not accounted for or identified in the Contractor's schedule, will not be considered a valid justification to extend the Contract time.

46. SCHEDULES.

These requirements are in addition to those contained in Section 80-03 of the FAA General Provisions.

CPM PROGRESS SCHEDULE: Within ten calendar days after the award of the Contract, the Contractor shall submit to the Engineer for approval a CPM progress schedule. The CPM progress schedule shall show the proposed sequence of work and when the Contractor proposes to complete the various items of work within the time(s) established in the Contract. During the progress of the work, the Contractor shall confer with the Engineer concerning performance of

the work in accordance with the approved schedule. The approved schedule shall be used as a basis for establishing major construction operations and for checking the progress of the work.

47. SEASONAL SHUT-DOWN.

If it should become necessary to stop the work due to the lateness of the season, the Contractor shall open proper draining ditches, erect temporary structures where necessary, prepare the contract site so that there will be a minimum interference with aircraft, airport operations/airport maintenance, or public traffic, set up and maintain a competent organization to maintain airport operations through the contract site, and take precautions to prevent damage or unreasonable deterioration of the work during the time it is closed.

48. WINTER EARTHWORK.

Compaction of soil during cold weather is difficult and can be impractical. Water acts as a lubricant aiding in the process of compaction. As the temperature decreases, the water becomes more viscous (less slippery) and inhibits efforts to pack the soil particles together. Eventually, the water becomes ice, at which point compaction is impossible. For this reason, New York State does not permit normal earthwork placement between November 1st through April 1st unless there is an approved Winter Earthwork submittal.

Winter Earthwork is defined as construction operations requiring soil compaction performed from November 1st through April 1st. The execution of Winter Earthwork requires modifications to compaction procedures, changes to material requirements, and/or additional equipment and structure assembly for controlling the weather effects on the material and existing ground conditions.

Although Winter Earthwork may be performed when the air temperature, ground temperature, or material temperature is at or below 32° F, frozen material will not be placed, nor will fill material be placed on ground frozen to any depth, in any work incorporated into the final product.

49. ADDITIONAL RESIDENT PROJECT REPRESENTATIVE (RPR) SERVICES.

The Owner has established a RPR budget based on the work hours made available to the Contractor. If the Contractor's work schedule exceeds the weekly RPR hours budgeted for the project, the Contractor agrees to pay the Owner the additional cost for the RPR in excess of the budgeted hours. The weekly RPR budget is fifty-five (55) hours per week. The cost to the Contractor shall be based on the Resident Project Representative's actual billing rate plus expenses and fifteen percent (15%) profit in effect at the time the services were provided. For budgeting purposes, an hourly rate of \$140.00/hour is recommended. It shall be understood that these charges are in addition to any other damage claims available to the Owner (Liquidated Damages, Breach of Contract, etc, as described within the Contract Documents).

50. PROMPT PAYMENTS BY THE CONTRACTOR.

In accordance with Section 139-f(2) of the State Finance Law, the Contractor shall pay each Subcontractor and materialman for the value of work performed pursuant to contract no later than 7 calendar days from the receipt of each payment the Contractor receives from the Owner. Payment by the Contractor to Subcontractors or materialmen shall reflect the quantities or percentage of work completed by the Subcontractor or materials furnished by the materialmen, and paid by the Owner; and such payment shall be based upon the actual conditions of the subcontract or purchase order. The Contractor shall not hold any retainage, but may deduct an amount necessary to satisfy any claims, liens or judgments against a Subcontractor or materialman which have not been fully discharged.

The Contractor shall not issue a joint check for payment to a Disadvantaged Business Enterprise (DBE) and another entity, such as a material supplier, without the prior approval of the Owner.

In accordance with Section 179-f of the State Finance Law, if the Owner makes an interest payment to the Contractor on a contract payment which is due, a pro rata share of such interest shall be paid to subcontractors and materialmen in a proportion equal to the percentage of their pro rata share of the contract payment. Such pro rata share of interest shall be due to such subcontractors and materialmen only for those payments which are not paid prior to the date upon which interest begins to accrue between the Owner and the Contractor. Such pro rata share of interest shall be computed daily until such payments are made to the subcontractors and materialmen.

The Contractor shall maintain an accounting system acceptable to the Owner to track payments made by the Owner to the Contractor and payments made by the Contractor to each Subcontractor, Trucking Firm, Manufacturer, Fabricator, Material Supplier, Distributor, Broker, Professional Service, or Work Service by item and by date. Upon request by the Owner, the Contractor shall submit proof of payment to any firm that performed work and/or supplied materials on the contract.

51. PAYMENT FOR EXTRA WORK.

With reference to Section 90, Subsection 90-05 of the General Provisions (FAA-GP), when a change order or supplemental agreement authorizes extra work, the Contractor will be compensated for extra work under existing unit prices in accordance with the FAA General Provisions, by agreed price in accordance with §48A. *Agreed Price Work*, or by force account in accordance with §48B. *Force Account Work*.

- A. Agreed Price Work.** Agreed prices for new items of work or materials in accordance with one of the methods outlined below may be accepted by the Engineer and incorporated into a change order as the Engineer may deem them to be just and fair and beneficial to the Owner. An agreed price may be offered by the Contractor, and accepted by the Engineer for a defined quantity of additional work. The Contractor shall provide an agreed price proposal generally not later than 7 calendar days prior to beginning the work. If a price has not been agreed to, in writing, prior to starting the work, the Contractor shall keep and submit daily records to document all labor, material and equipment used to complete the work. A change order containing an agreed price not supported by one of the following may be subsequently rejected by the Engineer.
 - 1. Original/Adjusted Contract Bid Price.** The original contract bid price, or the original contract bid price adjusted for documented increase or decrease in labor cost, material cost, equipment rate, mobilization, and/or site conditions.
 - 2. Average of 3 Lowest Bidders.** The average bid price for a contract pay item by the 3 lowest responsible bidders on the contract, including the Contractor, presented in the Tabulation of Bids. If less than 3 responsible bids were received, this option shall not be used.
 - 3. Price Analysis.** A price analysis shall be based on an estimated breakdown of charges listed in §48B. *Force Account Work*, using the labor, equipment and other rates available when the agreed price is developed by the Contractor. The analysis shall be based on crew composition, material prices, equipment production and overall production rates that are reasonable in comparison with contract bid price work. Price analyses shall be submitted in a format acceptable to the Engineer. Price Analysis forms are available from the NYSDOT website at www.dot.ny.gov/main/business-center/contractors/construction-division/forms.

The Contractor will be reimbursed for labor in accordance with §48B.1.a *Labor*. The Contractor will be reimbursed for each class of labor, not individual workers, at the prevailing wage rate for that trade and classification.

The Contractor will be reimbursed for materials in accordance with §48B.1.b *Materials*.

The Contractor will be reimbursed for equipment in accordance with §48B.1.c *Equipment*.

Equipment rates shall be used with no rate adjustment factor and no regional adjustment factor. An appropriate type and size of equipment similar to that available on the contract site, if present, shall be used.

The Contractor will be reimbursed for required insurances in accordance with §48B.1.d *Insurance*.

The Contractor will be reimbursed for overhead at 10% of items §48B.1.a. *Labor*, §48B.1.b. *Materials* and §48B.1.c. *Equipment*.

The Contractor will be reimbursed for profit at 10% of items §48B.1.a. *Labor*, §48B.1.b. *Materials* and §48B.1.c. *Equipment*.

Due to the cost and effort associated with development, a price analysis should generally be reserved for extra work under an individual contract pay item or a single price analysis, of more than \$5,000.

B. Force Account Work. Where there are no applicable unit prices for extra work and agreed prices cannot be readily established or substantiated, the Contractor will be reimbursed by Force Account for the actual, reasonable and verifiable cost of the items listed below. The Contractor shall maintain and submit force account records on a daily basis.

1. Contractor Costs. At the preconstruction meeting, the Contractor should provide the Engineer documentation supporting its insurance rates for the current period, and provide updates within 30 days after the renewal date, to assist in timely preparation and review of force account reports. All rates will be those in effect at the time the work is performed.

a. Labor. Necessary labor costs include wages, supplemental (fringe) benefits, FICA, Medicare, Federal Unemployment Tax (FUTA), State Unemployment Insurance (SUI), paid holidays, Workers Compensation insurance and other such reasonable charges that are paid by the Contractor pursuant to existing written agreements with its employees and/or labor organizations.

(1) *Wages and Fringe Benefits.* The Contractor will be reimbursed for each worker separately at the actual payroll rate, an average rate based on different workers will not be accepted. The wage rate for an individual worker may be up to 150% of the prevailing wage and 100% of the supplemental (fringe) benefits, provided the Contractor documents through certified payrolls that the worker has and continues to be paid more than the prevailing wage for contract work. The Contractor shall obtain the approval of the Engineer for wage rates for individual workers over 110% of the prevailing wage prior to that individual starting work.

There are no prevailing wage rates for foremen/forewomen. Foremen/forewomen are typically paid at a higher rate than the trades they supervise, due to additional responsibilities. The reimbursement for foremen/forewomen will be based on previous certified payrolls or other payroll records for that individual, if available, provided crew composition and overall production rates are reasonable.

If the Contractor is obligated by a labor agreement to pay a full day's pay for an individual in a required labor classification, and cannot find other work on that day for that individual, the Contractor will be reimbursed for a full day's pay for that individual.

Professional or technical personnel specifically required or agreed to by the Engineer, in writing, to be present for specific critical work operations will be reimbursed as a direct labor cost. The reimbursement for these professional or technical personnel will be based on previous payrolls for that individual, as certified by the employer, or by comparison to costs for similarly qualified personnel.

No reimbursement will be made for travel, lodging, bonuses, or other similar payments made to workers.

- (2) *Standard Markups.* The Contractor will be reimbursed for FICA, Medicare, Federal Unemployment Tax (FUTA), State Unemployment Insurance (SUI), and paid holidays using the Standard Labor Markup Rate, on all wages, not including supplemental (fringe) benefits. The Standard Labor Markup Rate of 12.5% shall apply.

The Contractor will be reimbursed for FICA and Medicare using the Standard Fringe Markup Rate on all supplemental (fringe) benefits paid in a payroll check or in cash to the employee. The Standard Fringe Markup Rate, initially 7.65%, may be modified by the Owner.

- (3) *Workers Compensation Insurance.* The Workers Compensation insurance rate will be the statutory loss cost rate established by the NYS Workers Compensation Insurance Rating Board, with the insurer's approved lost cost multiplier, all assessments and credits, and an experience modifier of 1.00, subject to the Construction Employment Payroll Limitation (CEPL) Program limits where applicable. The Contractor shall submit an insurance policy declaration/rate page from its insurer to validate the Workers Compensation insurance rate.

Where the Longshore and Harbor Workers' Compensation Act, Jones Act, Federal Employees Liability Act or other legal requirements impose additional liability on the Contractor, additional differentials will be added to the Worker's Compensation insurance rate.

For Contractors that obtain Workers Compensation insurance through a pooled fund or similar arrangement, the Contractor shall supply documentation from the Contractor's insurance carrier detailing the rate and basis for application.

The Contractor will be reimbursed for Workers Compensation insurance based on the Workers Compensation insurance rate described above, multiplied by gross

wages, not including the premium portion of overtime nor supplemental (fringe) benefits, except when supplemental benefits are paid directly to the employee, up to the CEPL wage limit, where applicable.

- b. *Materials.*** Materials are necessary products incorporated in the temporary or permanent work. The Contractor will be reimbursed for the costs of materials, including transportation to the site and sales taxes for materials not permanently incorporated into the work. Material transportation may be accounted for as part of the material unit price, a material unit price for transportation, a fee for transportation, or equipment and operator charges. Contractor or Subcontractor costs for transportation of materials shall be accounted for as labor and equipment in accordance with §48B.1.a. *Labor* and §48B.1.c. *Equipment* respectively. Because force account work has no associated pay lines/limits, materials will be measured as actual quantities delivered and incorporated, including any required overlap, and appropriate allowances for waste and/or disposal due to construction operations and/or installation practices.

The Contractor will be reimbursed, including sales taxes when applicable, for expendable materials such as oxygen, acetylene, propane, welding rods, form lumber, form oil, grinding wheels, saw blades, hammer and drill bits, drill steel, and tooth-bits consumed in progressing the work. Other small tools and tool/equipment supplies used or consumed in progressing the work are considered to be included in overhead and no separate reimbursement will be made.

Material acquired by direct purchase shall be documented by bills or acceptable invoices. All prices on used material incorporated in either temporary or permanent work shall be billed at a fair value, less than the original cost when new. A reasonable salvage credit will be determined by the Engineer in coordination with the Contractor for substantial salvageable material recovered.

- c. *Equipment.*** Equipment, other than small tools, used by the Contractor shall be of suitable size and suitable capacity required for the work to be performed. If the Contractor elects to use equipment of a higher rate than the equipment suitable for the work, payment will be made at the rate applicable to the suitable equipment. The equipment actually used and the suitable equipment upon which the rate is based will be recorded as a part of the Force Account Report. Usage will be recorded in hours to the nearest half hour. The Engineer will verify the suitability of the equipment. If there is a differential in the rate of pay of the operator of oversize or higher rate equipment, the rate paid for the operator will likewise be related to the suitable equipment.

- (1) *Mobilization Costs.* If the Contractor does not have a needed type or piece of equipment on the contract site or the equipment is not available to perform the extra work, the Contractor will be reimbursed for the reasonable cost of mobilization to and demobilization away from the work site. Mobilization and demobilization includes the cost of transporting equipment; 50% of the hourly ownership rate of transported equipment during transportation, including loading, unloading, assembly, and disassembly; and fees for any required regulatory permits. Costs for demobilization away from the work site will not be paid if the equipment is kept on the site and performs additional contract bid price work.

- (2) *Ownership Costs.* The Contractor will be reimbursed for its costs for providing equipment at the rates listed in the Rental Blue Book Rate software produced by

Equipment Watch (hereafter referred to as Blue Book). The hourly ownership rates will reimburse the Contractor for all non-operating costs of providing equipment, including depreciation on the original purchase, costs of major overhaul repairs, facilities capital, normal risk insurance, property taxes, storage, licenses, security, record keeping, and mechanic's supervision.

The hourly ownership rate will be the Blue Book monthly rate divided by 176, multiplied by the rate adjustment factor for the equipment model year and then multiplied by the regional adjustment factor. If the Contractor has a piece of equipment remanufactured, rebuilt, or significantly altered, the rate adjustment factor may be modified, as documented by Equipment Watch.

For equipment required to be present and operating, the Contractor will be reimbursed for the product of the hours of actual use, multiplied by the hourly ownership rate.

For equipment required to be present; dedicated exclusively to the force account, not available for mobilization elsewhere, and not used on contract bid price work that day; the Contractor will be reimbursed for the product of the remaining non-operating hours in the shift, multiplied by 50% of the hourly ownership rate.

Equipment that is not required to be present will not be eligible for reimbursement of non-operating hours. If the Engineer directs or agrees that equipment mobilized for the operation is no longer required to be present, the Contractor may demobilize the equipment. If the equipment is demobilized, and subsequently determined to be required to be present, the Contractor will be reimbursed for remobilization.

For equipment without an operator that is designed to operate on a continuous long term basis, such as a pump, portable variable message sign (PVMS), or temporary traffic signal, the Contractor will be reimbursed for a maximum of 176 hours a month.

Equipment with an hourly ownership rate of less than \$2 or a current purchase price of less than \$500 will be considered as small tools and equipment, and will not be directly reimbursed.

- (3) *Operating Costs.* The hourly operating rate includes preventative and field maintenance, fuel, lubricants, and other operating expenses as outlined in Blue Book, not including consumables or the operator's wages. The Contractor will be reimbursed for the product of the number of hours of actual use multiplied by the hourly operating rate. No reimbursement for operating costs will be made for equipment that is not operating.
- (4) *No Established Rate.* If rates are not established in Blue Book for a particular piece of equipment, the Contractor shall contact the Blue Book publisher, Equipment Watch to establish rates. If Equipment Watch will not establish rates, the Engineer, in coordination with the Contractor, may establish rates for ownership costs and operating costs for that piece of equipment consistent with its cost and expected life.
- (5) *Maximum Ownership Costs.* The maximum amount reimbursed for ownership costs of equipment, is limited, on a contract basis, to the original purchase price as listed

in the Equipment Watch Retail Rental software. The Contractor shall not exchange equipment for a similar item for the purpose of extending the maximum ownership cost. Exchange of equipment for an engineering or mechanical reason shall be approved by the Engineer, or the maximum ownership cost will be limited to that reimbursed for the original piece of equipment. If the ownership cost is limited by the original purchase price, the Contractor will continue to be reimbursed for the operating cost for hours of actual use.

- (6) *Backup Equipment.* The Contractor will be reimbursed at 50% of the hourly ownership rate for redundant/backup equipment specifically required, or agreed to by the Engineer in writing, to be present for specific critical work operations.
- (7) *Owner/Operator Equipment.* Equipment Owner/Operators utilized by the Contractor in the performance of work shall be accounted for as a service charge in accordance with §48B.3. *Service Charges.*

d. Insurance. The Contractor will be reimbursed for Commercial General Liability (CGL), Umbrella or Excess Liability, Special Protective and Highway Liability, Contractor's Risks, Professional Liability/Errors and Omissions, Railroad Protective Liability, Marine Protection and Indemnity, and Pollution Liability insurances required in accordance with the Contract, at the rate paid by the Contractor, in accordance with the method procured from its insurer(s), to the extent the insurance costs are attributable to the force account work.

- (1) Contractors or Subcontractors that pay insurances on the basis of a percentage of payroll will be reimbursed that percentage of the portion of item §48B.1.a. *Labor* specified in the Contractor's insurance policy.
- (2) Contractors or Subcontractors that pay insurances on the basis of a percentage of gross sales will be reimbursed that percentage of the total of items §48B.1.a. through §48B.1.f.

e. Overhead. The Contractor will be reimbursed for overhead at 10% of items §48B.1.a. *Labor*, §48B.1.b. *Materials* and §48B.1.c. *Equipment*. Overhead will be defined to include the following:

- (1) Additional costs for bond(s), Disability Benefits and Commercial Automobile insurance;
- (2) All salary, benefits and expenses of executive officers, supervising officers/employees, superintendents, project engineers, office engineers, CPM Schedulers, clerical or administrative employees, and other project level staff, but not including working forepersons; including payroll taxes, unemployment insurance, workers compensation insurance, and charges that are paid by the Contractor to or on behalf of those employees pursuant to written agreement with its employee(s) and/or labor organizations;
- (3) Small tools and small tool/equipment supplies, including shovels, picks, axes, saws, bars, sledges, lanterns, etc.;

- (4) Contractor's field office rental, utility charges, potable water, sanitation, cleaning, computers, CADD equipment, office equipment, office supplies, reproduction costs, etc.;
 - (5) Administrative or other efforts required to maintain records and produce force account reports.
- f. Profit.* The Contractor will be reimbursed for profit at 10% of items §48B.1.a. *Labor*, §48B.1.b. *Materials* and §48B.1.c. *Equipment*.

2. **Subcontractor Costs.** When the work is performed by a Subcontractor, the Contractor will be reimbursed the actual, reasonable and verifiable cost of such subcontracted work as outlined above in §48B.1. *Contractor Costs*, plus an additional 5% for subcontract administration, and the Contractor's costs for insurance in accordance with §48B.1.d *Insurance*.
3. **Service Charges.** When work is performed by, and a fee is paid to a professional service, a work service, or an equipment owner/operator, the Contractor will be reimbursed the actual cost of the service fee plus 5% for service administration. This 5% will be applied only once to the service fee regardless of the firm making direct payments.

The rate for equipment with an operator shall not exceed the total of the Blue Book ownership rate, the Blue Book operating rate, and the wages for an appropriate operator. For specialized equipment or circumstances, the wages for an appropriate operator may be up to 150% of the prevailing wage rate.

- C. **Force Account Report.** Payment for force account work will be made on the basis of the following reports. Reports shall be submitted in a format acceptable to the Owner. Force Account MURK forms are available from the NYSDOT website at www.dot.ny.gov/main/business-center/contractors/construction-division/forms. If the Engineer or his/her representative disagrees with the accuracy, applicability, or reasonableness of any portion of a Contractor's submission, he/she will promptly notify the Contractor.

1. **Daily Summary.** The Contractor shall deliver a daily summary of force account work to the Engineer in a format acceptable to the Department, not later than close of business on the work day following that for which the work is reported. The daily summary shall be dated and signed by the Contractor's authorized representative.

The Engineer's signature indicates that the record, as modified, is contemporaneous and accurate, but does not indicate concurrence with any dispute. The Engineer will annotate the record as necessary, sign and date, and provide a copy to the Contractor.

The summary shall contain:

- a. *The contract number, other contract information, and the Contractor name/information.*
- b. *A brief description of the work performed and the work location for that day.*
- c. *A list of personnel by name, including the hours worked, and labor classification.*
- d. *A list of materials used indicating the quantity and nature. The cost shall be documented later by proper receipts.*
- e. *A list of equipment used indicating the number of hours used and the type, manufacturer, model, model year, size of equipment, and any required attachments.*

2. **Labor Summary.** If there is an approved Force Account Estimate, in order to receive progress payments, the Contractor shall deliver to the Engineer a summary of labor used on the work. The Contractor shall provide the Weekly Summary of Force Account Labor using forms provided by NYSDOT, and shall include the first and last name, labor classification, regular and premium hourly rates of pay, supplemental (fringe) benefit hourly rates, regular and premium hours worked, supplemental (fringe) benefit amounts paid in cash, and/or other items necessary to calculate the amount due to the Contractor. Progress payments on the force account will not be made until the Contractor provides required documentation to the Engineer.
3. **Force Account Report Submission.** On completion of the specific force account work, the Contractor shall deliver to the Engineer a Force Account Report, wherein all labor, materials, equipment, and other charges are shown and totaled using forms provided by the Department. The Force Account Report shall be dated and signed by the Contractor's authorized representative. When the Contractor and the Engineer agree on the Force Account Report, the Engineer will prepare and submit a change order containing the Force Account Report to the Regional Construction Engineer for approval.
4. **Force Account Review.** The RPR, or designee, will review the Force Account Report and make any notations, remarks or comments on this form that may assist in final payments. The emphasis of this review will be on labor rates, markups, workers compensation limits, material costs, equipment rates, insurance rates, and overall documentation. The RPR will forward the change order to the Owner. The Owner, after review and approval, will forward the change order to the FAA for review and filing. Only after filing by the FAA may the Engineer begin to process contract payments based on the change order, as the work is completed.

52. RETAINAGE.

The Owner shall withhold **five percent (5%)** retainage on the Contract in accordance with Section 90-06 "Partial Payments" of the FAA General Provisions.

53. GENERAL GUARANTEE.

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of one year of the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

54. ELIMINATED MATERIALS.

Materials required by the contract documents and not incorporated into the work due to changes caused by field conditions or revisions to the design by the Engineer after the material was ordered or purchased may be eligible for reimbursement. Materials will be eligible for reimbursement if they are determined by the Engineer to be unique to the contract, and meet one or more of the following conditions:

- The material order cannot be canceled or changed to reflect the revised quantity required.
- The material cannot be restocked or the cost of restocking is excessive.
- The Contractor or Subcontractor does not maintain a supply of the material.

- The cost of the material exceeds \$1000. or five percent (5%) of the item, whichever is greater.

The Contractor will be reimbursed its material cost minus salvage value, or the material cost plus necessary delivery costs to a site identified by the Engineer, if the Owner opts to take the material. Overhead and profit will be paid once, at a maximum of five percent (5%) for all materials not incorporated into the work, regardless of whether the Contractor or the Subcontractor pays for the material and/or delivery costs.

55. UNCOMPLETED WORK AGREEMENTS (UWA).

Whenever a contract shall, in the judgment of the Sponsor and RPR, be substantially completed, and keeping the contract open and maintaining the contract bonding, would be an injustice to the Contractor, the Sponsor may enter into an Uncompleted Work Agreement with the Contractor. Prior to entering into an Uncompleted Work Agreement, the essential items in the contract shall have been completed by the Contractor in accordance with the terms of the contract, all disputes presented and all accounts for extra work and materials shall have been rendered, considered, and if agreed to, incorporated by change order, and resulting payments made to the Contractor, and all work has been certified by the RPR. The essential items in the contract shall include, but will not be limited to the completion of or the safe working order of all pavement, shoulders, runway/taxiway safety area grading, airfield lighting and signage, drainage, pavement markings required to open airfield pavements for use, and other safety appurtenances, so that the airport is safe for use by the traveling public without the use of temporary or emergency devices.

The final contract accounting will include such uncompleted items and pay therefore at the item prices in the contract, upon execution of the Uncompleted Work Agreement. The Uncompleted Work Agreement will be based on an estimate of work remaining to be completed. When the cost to perform the work is not reflected by the unit prices bid, the RPR will estimate the value of the uncompleted work. If actual quantities are later found to vary from the estimate, no additional quantities can be added under an Uncompleted Work Agreement.

The Contractor shall execute an Uncompleted Work Agreement upon depositing with the Sponsor a certified check drawn upon a legally incorporated bank or trust company, or securities as are listed in State Finance Law §139(3). The deposit shall be an amount equal to at least double the value of such uncompleted work, including those pay items that are uncompleted and such work that is required but not included as a contract pay item. The deposit will be held by the Sponsor until the RPR certifies that all previously uncompleted work has been satisfactorily completed. When the Contractor satisfactorily completes the uncompleted portions of work, the deposit will be returned. No partial releases of funds from an Uncompleted Work Agreement will be made. If portions of uncompleted work will be completed at varying times, the Sponsor may consider the use of multiple Uncompleted Work Agreements.

56. RECORD "AS BUILT" PLANS.

In addition to any other requirements in the Plans and Specifications pertaining to "As-Built" Plans and surveys:

- A. The Contractor shall, during the progress of the work, keep a master set of prints on the job site, on which they shall keep a careful and neat record of all deviations from the Contract Plans prepared by the Engineer which are made during the course of the work.
- B. Upon completion of the project, these "as built" prints shall be certified as to their correctness by the signature of the Contractor and turned over to the Engineer for use in the preparation of a permanent set of "As Built" Plans.

57. PROJECT CLOSEOUT.

In addition to the project closeout requirements provided in General Provision Section 90-11, the Owner shall require the following documentation be provided as part of the project closeout:

- (1) Written guarantee on the Contractor's letterhead of all work as called for in the Contract
- (2) Contractor's Affidavit of Payment of Debts and Claims, AIA Document G706
- (3) Contractor's Affidavit of Release of Liens, AIA Document G706A, for the Prime Contractor.
- (4) Contractor's Affidavit of Release of Liens, AIA Document G706A, for all Subcontractors.
- (5) Consent of Surety Form, AIA Document G707
- (6) Maintenance Bond per Supplemental General Provisions Section 10
- (7) Any other closeout documents requested by the Owner.

END OF SUPPLEMENTAL GENERAL PROVISIONS (SGP)

DIVISION 4 – TECHNICAL SPECIFICATIONS

THIS PAGE LEFT INTENTIONALLY BLANK

**SECTION 01 1000
SUMMARY****PART 1 GENERAL****1.01 PROJECT**

- A. Project Name: Wellsville Municipal Airport – Reconstruct Hangar No. 4
- B. Owner's Name: Town of Wellsville
- C. The Project consists of the replacement of the Hangar No. 4 heating system, upgrades to the interior and exterior lighting, and insulation upgrades to restore the building envelope.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: Single prime contract

1.03 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of construction work is indicated on drawings.
- B. The project generally consists of the replacement of the Hangar No. 4 heating system, upgrades to the interior and exterior lighting, and insulation upgrades to restore the building envelope at the Wellsville Municipal Airport.

1.04 OWNER OCCUPANCY

- A. Airport intends to vacate the building during the entire construction period.
- B. Airport intends to occupy the Project upon Substantial Completion.
- C. Cooperate with Airport and FAA to minimize conflict and to facilitate Airport and FAA operations.
- D. Schedule the Work to accommodate Airport occupancy.

1.05 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
- B. Arrange use of site and premises to allow:
 - 1. Airport / Town of Wellsville occupancy.
 - 2. Work by Others.
 - 3. Use of site and premises by the public.
- C. Provide access to and from site as required by law and by Airport:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Existing building spaces may not be used for storage.
- E. Time Restrictions:
 - 1. All work shall be coordinated with NYSDOT and FAA prior to commencement.

Utility Outages and Shutdown:

1. All utility disruptions and/or shut downs shall be coordinated with the Airport and FAA at least 72 hours in advance of work.
2. Prevent accidental disruption of utility services to other facilities.

1.02 WORK SEQUENCE

- A. Coordinate construction schedule and operations with Airport and Engineer.

1.03 PRIME CONTRACT - GENERAL CONSTRUCTION**A. GENERAL**

1. The work of this project is packaged as a single bid package, with multiple "additive-alternates."
 - a. **GENERAL TRADES**
 - 1) Provide the necessary materials, labor, equipment, and supervision to perform the "General Trades" work as indicated in this Section.
 - 2) Provide and utilize the necessary equipment to perform the work in a safe and expeditious manner.
 - b. Perform the work under lump sum contract with the Town of Wellsville, Owner. Furnish all labor, materials, tools, equipment, supervision, layout, delivery, trucking, shop drawings, submittals, as-built drawings, etc. necessary to complete the work described in Division of Work for this Contract, whether specified above or not.
2. The following requirements apply to all bid items. these must be included in bidding any or all of the bid items.
 - a. All existing conditions must be verified in the field. The Owner takes no responsibility for actual conditions found deviating from the drawings. If existing condition interferes with Contract Work, Contractor is responsible to eliminate the condition.

B. SCOPE OF WORK

1. Furnish and install all labor, material, supervision, engineering, administration, project management, equipment, layout, deliveries, trucking, hoisting, supplies, mock-ups, rigging, shop drawings, submittals, and all other items related and required to complete all Work in accordance with the Contract Documents and all applicable codes, laws, and regulations having jurisdiction.
2. The Contractor represents they have expertise in the performance of work for this trade and assure all systems to be complete, functional, and installed in accordance with the best practices consistent with premium quality material and workmanship. The Scope of Work includes, but is not limited to the following:
 - a. All work shown and described in the drawing set entitled "Wellsville Municipal Airport Reconstruct Hangar No. 4"
 - b. All work required and described in the Specification Manual titled "Wellsville Municipal Airport Reconstruct Hangar No. 4".
 - c. The work associated with this contract involves working in the airport, which will remain operational during the project. Extreme care must be taken so that the existing airport operations are not impacted. Any work that may affect the current facility operations will need to be scheduled and approved prior to commencing work.
 - d. Extreme care is to be taken to avoid any unplanned interruptions to the existing facilities operations. Any work to be performed that may impact the operations of the facility will be done on a planned basis utilizing off-shift and weekend hours at the cost of Contractor.
 - e. All equipment and materials, fuel, oil, and repairs for equipment utilized in this scope of work.
 - f. Provided daily clean-up of work, staging areas, and private and public roads. Place debris in containers provided by Contractor. Any hazardous debris shall be handled in strict accordance with all laws and regulations by Contractor.
 - g. Contractor is responsible for all scaffolding, fall protection, hoisting, and any other

labor, materials, or equipment necessary to complete this scope of work.

- h. All labor and material to provide weather protection required to perform the work and protect the finished work within this scope.
- i. Maintenance of all staging areas as it pertains to this scope of work.
- j. Contractor must comply with all Airport and Contractor's own site specific safety policies.
- k. Contractor is responsible for all permits/inspections required to perform this scope of work.
- l. Contractor is responsible for all items related to the scheduling, coordination, safety, submission of a lift plan, and planning of crane operations to complete all contract work for this project.
- m. Contractor is responsible for cleanup, removal, and cost of any hazardous materials, oil contaminated materials, spills, or leaks.
- n. Contractor must protect their own work as well as the work of others when performing this scope of work.
- o. Contractor will be required to correct all defective work as directed.
- p. Contractor is responsible for adhering to all OSHA requirements for personal and job site safety pertaining to their specific scope of work.
- q. Contractor will provide all necessary trash removal for the site.
- r. Contractor will be required to submit a sequence and logistics plan for any activities and locations that may affect visibility of the existing apron, taxiways, runways, etc. for review and approval by the Airport and the FAA prior to the start of work.
- s. The work in this contract is not limited to any particular drawings. All drawings should be reviewed to determine the scope of this contract.

END OF SECTION

**SECTION 01 2000
PRICE AND PAYMENT PROCEDURES**

PART 1 GENERAL**1.01 SECTION INCLUDES**

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

1.02 SCHEDULE OF VALUES

- A. Use Schedule of Values Form: AIA G703, edition stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Engineer for approval.
- C. Forms filled out by hand will not be accepted.
- D. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- E. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification section. Identify site mobilization.
- F. Include in each line item, the amount of Allowances specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.
- G. Revise schedule to list approved Change Orders, with each Application For Payment.

1.03 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals as agreed to in the Pre-Construction Meeting..
- B. Use Form AIA G702 and Form AIA G703, edition stipulated in the Agreement.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Engineer for approval.
- D. Forms filled out by hand will not be accepted.
- E. Execute certification by signature of authorized officer.
- F. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- G. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- H. Submit one electronic and three hard-copies of each Application for Payment.
- I. Include the following with the application:
 - 1. Transmittal letter as specified for submittals in Section 01 3000.
 - 2. Construction progress schedule, revised and current as specified in Section 01 3000.
 - 3. Project record documents as specified in Section 01 7800, for review by Airport which will be returned to the Contractor.
 - 4. Affidavits attesting to off-site stored products.
 - 5. Certified payrolls for Contractor and all Subcontractors covering the payment period.
 - 6. Subcontractor's Prompt Payment Certification.
- J. When Engineer requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

1.04 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Engineer will issue instructions directly to Contractor.
- B. For other required changes, Engineer will issue a document signed by Airport instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Engineer will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 7 days.
- D. Contractor may propose a change by submitting a request for change to Engineer, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on work by separate or other contractors. Document any requested substitutions in accordance with Section 01 6000. Contractor to complete Form MJ-223 and submit with required documentation.
- E. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 - 1. For change requested by Engineer for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
 - 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Engineer.
- F. Substantiation of Costs: Provide full information required for evaluation.
 - 1. On request, provide the following data:
 - a. Quantities of products, labor, and equipment.
 - b. Overhead and profit.
 - c. Justification for any change in Contract Time.
 - d. Credit for deletions from Contract, similarly documented.
 - 2. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- G. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- H. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- I. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- J. Promptly enter changes in Project Record Documents.

1.05 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 - 1. All closeout procedures specified in FAA General Provisions.

END OF SECTION

This page intentionally left blank

**SECTION 01 3000
LUMP SUM ITEMS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Identification of lump sum items as set forth in the Bid Form.

1.02 COSTS INCLUDED

- A. Lump sum items included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals, erection, application or installation of an item of the Work; overhead and profit.

1.03 SCHEDULE OF LUMP SUM ITEMS – BASE BID

- A. Base Bid – Mechanical and Electrical Work (Demolition and Proposed)
 - 1. Lump sum construction price.

1.04 SCHEDULE OF LUMP SUM ITEMS – ADD./ALTERNATE #1

- A. Add./Alternate #1 – Removal and Infill of Existing Translucent Wall Panels, Exhaust Fans, and Filter Panels
 - 1. Lump sum construction price.

1.05 SCHEDULE OF LUMP SUM ITEMS – ADD./ALTERNATE #2

- A. Add./Alternate #2 – Replacement of Exterior Wall Insulation and Interior Liner Panels
 - 1. Lump sum construction price.

1.06 SCHEDULE OF LUMP SUM ITEMS – ADD./ALTERNATE #3

- A. Add./Alternate #3 – Replacement of Insulation and Installation of Interior Liner Panels at Bi-Parting Hangar Doors, Including Weather Seals
 - 1. Lump sum construction price.

END OF SECTION

This page intentionally left blank

**SECTION 01 4000
ADMINISTRATIVE REQUIREMENTS**

PART 1 GENERAL**1.01 SECTION INCLUDES**

- A. General administrative requirements.
- B. Electronic document submittal service.
- C. Preconstruction meeting.
- D. Site mobilization meeting.
- E. Progress meetings.
- F. Coordination drawings.
- G. Submittal procedures.

1.02 RELATED REQUIREMENTS**1.03 GENERAL ADMINISTRATIVE REQUIREMENTS**

- A. Comply with requirements of FAA General Provisions for coordination of execution of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to Engineer:
 - 1. Requests for Interpretation (RFI).
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Design data.
 - 6. Manufacturer's instructions and field reports.
 - 7. Applications for payment and change order requests.
 - 8. Progress schedules.
 - 9. Coordination drawings.
 - 10. Closeout submittals.

PART 2 PRODUCTS - NOT USED**PART 3 EXECUTION****3.01 ELECTRONIC DOCUMENT SUBMITTAL SERVICE**

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF) format, as appropriate to the document, and transmitted via email.
 - 1. Besides submittals for review, information, and closeout, this procedure applies to Requests for Interpretation (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction punchlist, and any other document any participant wishes to make part of the project record.
 - 2. It is Contractor's responsibility to submit documents in allowable format.
 - 3. Paper document transmittals will not be reviewed.

4. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.
- B. Project Closeout: Engineer will determine when to terminate the service for the project and is responsible for obtaining archive copies of files for Airport.

3.02 PRECONSTRUCTION MEETING

- A. Engineer will schedule a meeting after Notice of Award.
- B. Attendance Required:
 1. Airport.
 2. Engineer.
 3. Contractors.
- C. Agenda:
 1. Execution of Airport-Contractor Agreement.
 2. Submission of executed bonds and insurance certificates.
 3. Distribution of Contract Documents.
 4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
 5. Designation of personnel representing the parties to Contract.
 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 7. Scheduling.
- D. Record minutes and distribute copies within five business days after meeting to participants, with copies to Engineer, Airport, participants, and those affected by decisions made.

3.03 SITE MOBILIZATION MEETING

- A. Engineer will schedule meeting at the Project site prior to Contractor occupancy.
- B. Attendance Required:
 1. Contractor.
 2. Airport.
 3. Engineer.
 4. Contractor's superintendent.
 5. Major subcontractors.
- C. Agenda:
 1. Use of premises by Airport and Contractor.
 2. Airport's requirements.
 3. Construction facilities and controls provided by Airport.
 4. Temporary utilities provided by Airport.
 5. Survey and building layout.
 6. Security and housekeeping procedures.
 7. Schedules.
 8. Application for payment procedures.
 9. Procedures for testing.
 10. Procedures for maintaining record documents.
 11. Requirements for start-up of equipment.
 12. Inspection and acceptance of equipment put into service during construction period.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Engineer, Airport, participants, and those affected by decisions made.

3.04 PROGRESS MEETINGS

- A. Engineer will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- B. Agenda:

1. Review minutes of previous meetings.
 2. Review of work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Maintenance of progress schedule.
 7. Corrective measures to regain projected schedules.
 8. Planned progress during succeeding work period.
 9. Coordination of projected progress.
 10. Maintenance of quality and work standards.
 11. Effect of proposed changes on progress schedule and coordination.
 12. Other business relating to work.
- C. Record minutes and distribute copies within two days after meeting to participants, with two copies to Engineer, Airport, participants, and those affected by decisions made.

3.05 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 14 days of work, with a general outline for remainder of work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.

3.06 COORDINATION DRAWINGS

- A. Provide information required by Project Coordinator for preparation of coordination drawings.
- B. Review drawings prior to submission to Engineer.

3.07 SUBMITTAL PROCEDURES

- A. Refer to Supplemental General Provisions for submittal procedures.

END OF SECTION

This page intentionally left blank

SECTION 01 5000 QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Control of installation.
- B. Mock-ups.
- C. Tolerances.
- D. Manufacturers' field services.
- E. Defect Assessment.

PART 3 EXECUTION

2.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

2.02 MOCK-UPS

- A. Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.
- B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- C. Engineer will use accepted mock-ups as a comparison standard for the remaining Work.
- D. Where mock-up has been accepted by Engineer and is specified in product specification sections to be removed, protect mock-up throughout construction, remove mock-up and clear area when directed to do so by Engineer.

2.03 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

2.04 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance equipment as applicable, and to initiate instructions when necessary.

- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

2.05 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.
- B. If, in the opinion of Engineer, it is not practical to remove and replace the work, Engineer will direct an appropriate remedy or adjust payment.

END OF SECTION

This page intentionally left blank

**SECTION 01 6000
PRODUCT REQUIREMENTS**

PART 1 GENERAL**1.01 SECTION INCLUDES**

- A. General product requirements.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 REFERENCE STANDARDS**1.03 SUBMITTALS**

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS**2.01 NEW PRODUCTS**

- A. Provide new products unless specifically required or permitted by Contract Documents.

2.02 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.03 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION**3.01 TRANSPORTATION AND HANDLING**

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.

- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.02 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01 7000
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL**1.01 SECTION INCLUDES**

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
- C. Pre-installation meetings.
- D. Cutting and patching.
- E. Surveying for laying out the work.
- F. Cleaning and protection.
- G. Starting of systems and equipment.
- H. Demonstration and instruction of Owner personnel.
- I. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- J. General requirements for maintenance service.

1.02 RELATED REQUIREMENTS

- A. Section 01 7900 - Demonstration and Training: Demonstration of products and systems to be commissioned and where indicated in specific specification sections

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
 - 1. On request, submit documentation verifying accuracy of survey work.
 - 2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in compliance with Contract Documents.
 - 3. Submit surveys and survey logs for the project record.
- C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.

1.04 QUALIFICATIONS

- A. For surveying work, employ a land surveyor registered in the State in which the Project is located and acceptable to Engineer. Submit evidence of surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate. Employ only individual(s) trained and experienced in collecting and recording accurate data relevant to ongoing construction activities,

1.05 PROJECT CONDITIONS

- A. Use of explosives is not permitted.
- B. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.

- C. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- D. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- E. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
- F. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.

1.06 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.

- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Engineer four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of examination, preparation and installation procedures.
 - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Engineer, Owner, participants, and those affected by decisions made.

3.04 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Engineer of any discrepancies discovered.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to Engineer the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Engineer.
- F. Utilize recognized engineering survey practices.
- G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations, ground floor elevations.
- H. Periodically verify layouts by same means.
- I. Maintain a complete and accurate log of control and survey work as it progresses.

3.05 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.06 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Engineer before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove items indicated on drawings.
 - 2. Relocate items indicated on drawings.
 - 3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 - 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- C. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 - 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 - 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. Provide temporary connections as required to maintain existing systems in service.
 - 4. Verify that abandoned services serve only abandoned facilities.
 - 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- D. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
- E. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- F. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- G. Refinish existing surfaces as indicated:
 - 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 - 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.

- H. Clean existing systems and equipment.
- I. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- J. Do not begin new construction in alterations areas before demolition is complete.
- K. Comply with all other applicable requirements of this section.

3.07 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.
 - 8. Remove and replace defective and non-complying work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- J. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.08 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.09 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.

- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.10 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- C. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- D. Verify that wiring and support components for equipment are complete and tested.
- E. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- F. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- G. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.11 DEMONSTRATION AND INSTRUCTION

- A. See Section 01 7900 - Demonstration and Training.

3.12 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Testing, adjusting, and balancing HVAC systems: See Section 23 0593 - Testing, Adjusting, and Balancing for HVAC.

3.13 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.14 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Engineer when work is considered ready for Engineer's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Engineer's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Engineer's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Engineer.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Notify Engineer when work is considered finally complete and ready for Engineer's Substantial Completion final inspection.
- H. Complete items of work determined by Engineer listed in executed Certificate of Substantial Completion.

3.15 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

END OF SECTION

SECTION 01 7800
CLOSEOUT SUBMITTALS

PART 1 GENERAL**1.01 SECTION INCLUDES**

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. Section 01 4000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Individual Product Sections: Specific requirements for operation and maintenance data.
- C. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Project Record Documents: Submit documents to Engineer with claim for final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Engineer will review draft and return one copy with comments.
 - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Engineer comments. Revise content of all document sets as required prior to final submission.
 - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 3 EXECUTION**2.01 PROJECT RECORD DOCUMENTS**

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Addenda.
 - 3. Change Orders and other modifications to the Contract.
 - 4. Reviewed shop drawings, product data, and samples.
 - 5. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.

2. Field changes of dimension and detail.
3. Details not on original Contract drawings.

2.02 OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

2.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
 1. Product data, with catalog number, size, composition, and color and texture designations.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

2.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
 1. Description of unit or system, and component parts.
 2. Identify function, normal operating characteristics, and limiting conditions.
 3. Include performance curves, with engineering data and tests.
 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- D. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- E. Provide servicing and lubrication schedule, and list of lubricants required.
- F. Include manufacturer's printed operation and maintenance instructions.
- G. Include sequence of operation by controls manufacturer.
- H. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- I. Provide control diagrams by controls manufacturer as installed.
- J. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.
- K. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- L. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- M. Include test and balancing reports.

N. Additional Requirements: As specified in individual product specification sections.

2.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Engineer, Consultants, Contractor and subcontractors, with names of responsible parties.
- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- H. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
- I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- J. Arrangement of Contents: Organize each volume in parts as follows:
 - 1. Project Directory.
 - 2. Table of Contents, of all volumes, and of this volume.
 - 3. Operation and Maintenance Data: Arranged by system, then by product category.
 - a. Source data.
 - b. Operation and maintenance data.
 - c. Field quality control data.
 - d. Photocopies of warranties and bonds.

2.06 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.

END OF SECTION

SECTION 01 7900
DEMONSTRATION AND TRAINING

PART 1 GENERAL**1.01 SUMMARY**

- A. Demonstration of products and systems to be commissioned and where indicated in specific specification sections.
- B. Training of Owner personnel in operation and maintenance is required for:
 - 1. All software-operated systems.
 - 2. HVAC systems and equipment.
 - 3. Plumbing equipment.
 - 4. Electrical systems and equipment.

1.02 RELATED REQUIREMENTS**1.03 SUBMITTALS**

- A. See Section 01 4000 - Administrative Requirements, for submittal procedures; except:
 - 1. Make all submittals specified in this section, and elsewhere where indicated for commissioning purposes, directly to the Commissioning Authority.
 - 2. Submit one copy to the Commissioning Authority, not to be returned.
 - 3. Make commissioning submittals on time schedule specified by Commissioning Authority.
 - 4. Submittals indicated as "Draft" are intended for the use of the Commissioning Authority in preparation of overall Training Plan; submit in editable electronic format, Microsoft Word 2003 preferred.
- B. Training Plan: Owner will designate personnel to be trained; tailor training to needs and skill-level of attendees.
 - 1. Submit to Engineer for transmittal to Owner.
 - 2. Submit not less than four weeks prior to start of training.
 - 3. Revise and resubmit until acceptable.
 - 4. Provide an overall schedule showing all training sessions.
 - 5. Include at least the following for each training session:
 - a. Identification, date, time, and duration.
 - b. Description of products and/or systems to be covered.
 - c. Name of firm and person conducting training; include qualifications.
 - d. Intended audience, such as job description.
 - e. Objectives of training and suggested methods of ensuring adequate training.
 - f. Methods to be used, such as classroom lecture, live demonstrations, hands-on, etc.
 - g. Media to be used, such as slides, hand-outs, etc.
 - h. Training equipment required, such as projector, projection screen, etc., to be provided by Contractor.
- C. Training Manuals: Provide training manual for each attendee; allow for minimum of two attendees per training session.
 - 1. Include applicable portion of O&M manuals.
 - 2. Include copies of all hand-outs, slides, overheads, video presentations, etc., that are not included in O&M manuals.
 - 3. Provide one extra copy of each training manual to be included with operation and maintenance data.
- D. Training Reports:
 - 1. Identification of each training session, date, time, and duration.
 - 2. Sign-in sheet showing names and job titles of attendees.
 - 3. List of attendee questions and written answers given, including copies of and references to supporting documentation required for clarification; include answers to questions that could not be answered in original training session.
 - 4. Include Commissioning Authority's formal acceptance of training session.

1.04 QUALITY ASSURANCE

- A. Instructor Qualifications: Familiar with design, operation, maintenance and troubleshooting of the relevant products and systems.
 - 1. Provide as instructors the most qualified trainer of those contractors and/or installers who actually supplied and installed the systems and equipment.
 - 2. Where a single person is not familiar with all aspects, provide specialists with necessary qualifications.

PART 2 PRODUCTS - NOT USED**PART 3 EXECUTION****3.01 DEMONSTRATION - GENERAL**

- A. Demonstrations conducted during system start-up do not qualify as demonstrations for the purposes of this section, unless approved in advance by Owner.
- B. Demonstrations conducted during Functional Testing need not be repeated unless Owner personnel training is specified.
- C. Demonstration may be combined with Owner personnel training if applicable.
- D. Operating Equipment and Systems: Demonstrate operation in all modes, including start-up, shut-down, seasonal changeover, emergency conditions, and troubleshooting, and maintenance procedures, including scheduled and preventive maintenance.
 - 1. Perform demonstrations not less than two weeks prior to Substantial Completion.
 - 2. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- E. Non-Operating Products: Demonstrate cleaning, scheduled and preventive maintenance, and repair procedures.
 - 1. Perform demonstrations not less than two weeks prior to Substantial Completion.

3.02 TRAINING - GENERAL

- A. Commissioning Authority will prepare the Training Plan based on draft plans submitted.
- B. Conduct training on-site unless otherwise indicated.
- C. Owner will provide classroom and seating at no cost to Contractor.
- D. Do not start training until Functional Testing is complete, unless otherwise specified or approved by the Commissioning Authority.
- E. Provide training in minimum two hour segments.
- F. The Commissioning Authority is responsible for determining that the training was satisfactorily completed and will provide approval forms.
- G. Training schedule will be subject to availability of Owner's personnel to be trained; re-schedule training sessions as required by Owner; once schedule has been approved by Owner failure to conduct sessions according to schedule will be cause for Owner to charge Contractor for personnel "show-up" time.
- H. Review of Facility Policy on Operation and Maintenance Data: During training discuss:
 - 1. The location of the O&M manuals and procedures for use and preservation; backup copies.
 - 2. Typical contents and organization of all manuals, including explanatory information, system narratives, and product specific information.
 - 3. Typical uses of the O&M manuals.
- I. Product- and System-Specific Training:
 - 1. Review the applicable O&M manuals.
 - 2. For systems, provide an overview of system operation, design parameters and constraints, and operational strategies.

3. Review instructions for proper operation in all modes, including start-up, shut-down, seasonal changeover and emergency procedures, and for maintenance, including preventative maintenance.
 4. Provide hands-on training on all operational modes possible and preventive maintenance.
 5. Emphasize safe and proper operating requirements; discuss relevant health and safety issues and emergency procedures.
 6. Discuss common troubleshooting problems and solutions.
 7. Discuss any peculiarities of equipment installation or operation.
 8. Discuss warranties and guarantees, including procedures necessary to avoid voiding coverage.
 9. Review recommended tools and spare parts inventory suggestions of manufacturers.
 10. Review spare parts and tools required to be furnished by Contractor.
 11. Review spare parts suppliers and sources and procurement procedures.
- J. Be prepared to answer questions raised by training attendees; if unable to answer during training session, provide written response within three days.

END OF SECTION

SECTION 02 4100 DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Selective demolition of building elements for alteration purposes.

1.02 DEFINITIONS

- A. Remove: Detach or dismantle items from existing construction and dispose of them off site, unless items are indicated to be salvaged or reinstalled.
- B. Existing to Remain: Designation for existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

PART 2 PRODUCTS -- NOT USED

PART 3 EXECUTION

3.01 DEMOLITION

- A. Remove portions of the existing building as indicated on the Drawings.

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with requirements in Section 01 7000.
- B. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Provide, erect, and maintain temporary barriers and security devices.
 - 3. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
 - 4. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 5. Do not close or obstruct roadways or sidewalks without permits from authority having jurisdiction.
 - 6. Conduct operations to minimize obstruction of public and private entrances and exits. Do not obstruct required exits at any time. Protect persons using entrances and exits from removal operations.
 - 7. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon, or limit access to their property.
- C. Do not begin removal until receipt of notification to proceed from Owner.
- D. Do not begin removal until built elements to be salvaged or relocated have been removed.
- E. Protect existing structures and other elements to remain in place and not removed.
 - 1. Provide bracing and shoring.
 - 2. Prevent movement or settlement of adjacent structures.
 - 3. Stop work immediately if adjacent structures appear to be in danger.
- F. Minimize production of dust due to demolition operations. Do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
- G. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.

3.03 EXISTING UTILITIES

- A. Coordinate work with utility companies. Notify utilities before starting work, comply with their requirements, and obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.
- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.
- H. Prepare building demolition areas by disconnecting and capping utilities outside the demolition zone. Identify and mark, in same manner as other utilities to remain, utilities to be reconnected.

3.04 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Existing construction and utilities indicated on drawings are based on casual field observation and existing record documents only.
 - 1. Verify construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Separate areas in which demolition is being conducted from areas that remain occupied.
- C. Maintain weatherproof exterior building enclosure, except for interruptions required for replacement or modifications; prevent water and humidity damage.
- D. Remove existing work as indicated and required to accomplish new work.
 - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction indicated.
 - 2. Remove items indicated on drawings.
- E. Services (Including but not limited to HVAC, Plumbing, Electrical, and Telecommunications): Remove existing systems and equipment as indicated.
 - 1. Maintain existing active systems to remain in operation, and maintain access to equipment and operational components.
 - 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - 3. See Section 01 1000 - Summary for limitations on outages and required notifications.
 - 4. Verify that abandoned services serve only abandoned facilities before removal.
 - 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings. Remove back to source of supply where possible, otherwise cap stub and tag with identification.
- F. Protect existing work to remain.
 - 1. Prevent movement of structure. Provide shoring and bracing as required.
 - 2. Perform cutting to accomplish removal work neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
 - 4. Patch to match new work.

3.05 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.

Reconstruct Hangar No. 4	NYS DOT PIN 6903.67

- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION 02 4100

MJ Project 19122.04	02 4100 - 3	Demolition

**SECTION 07 2100
THERMAL INSULATION****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Batt insulation and vapor retarder in exterior wall construction.
 - 1. Thermal insulation and moisture control system for metal buildings for the following applications:
 - a. Walls.
- B. Batt insulation for filling perimeter window and door shim spaces and crevices in exterior walls.

1.02 RELATED REQUIREMENTS

- A. Section 07 4213 - Metal Wall Panels

1.03 REFERENCE STANDARDS

- A. ASTM C552 - Standard Specification for Cellular Glass Thermal Insulation; 2015.
- B. ASTM C991 - Standard Specification for Flexible Fibrous Glass Insulation for Metal Buildings.
- C. ASTM C1136 - Standard Specification for Flexible, Low Permeance Vapor Retarders for Thermal Insulation; 2012.
- D. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.
- E. ASTM E 96 - Standard Test Method for Water Vapor Transmission of Materials in Sheet Form (Procedure A).
- F. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials.
- G. NAIMA 202-96(R) (Rev. 2000) STANDARD For Flexible Fiberglass Insulation to be Laminated for Use in Metal Buildings.
- H. UL 723 - Test for Surface Burning Characteristics of Building Materials.

1.04 SYSTEM DESCRIPTION

- A. Banded Liner System for Metal Buildings.
- B. Design Requirements:
 - 1. Insulation R-Value of R-24 (minimum) for wall systems.
 - 2. The installed wall systems shall provide a continuous vapor barrier.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on product characteristics, performance criteria, and product limitations.
- C. Shop Drawings: Submit drawings that indicate Liner Fabric Layout, Insulation Layout.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

1.06 QUALITY ASSURANCE

- A. Installer Qualifications: Companies shall be familiar with the installation practices associated with banded liner systems.

1.07 SAFETY PRECAUTIONS

- A. Installation contractor must have a site-specific safety plan and comply with all OSHA applicable local rules and regulations when installing this system.
- B. Workers must use OSHA required fall protection when installing banding and fabric system at heights (see OSHA regulations at 29 CFR 1926, Subpart M).

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Store products indoors or in a dry, covered area. Do not open products until ready to use.
- B. Protect products from potential construction site damage. Use care when opening products as pallets may shift during shipment.
- C. Banding has sharp edges. Wear cut proof gloves when handling. Wear safety glasses when unpacking materials.

1.09 FIELD CONDITIONS

- A. Do not install insulation adhesives when temperature or weather conditions are detrimental to successful installation.
- B. For best results, do not install this system outside of the temperature, humidity, ventilation and environmental limits recommended by the manufacturer. Products should be kept covered and dry at temperatures less than 100 degrees F prior to installation.

PART 2 PRODUCTS**2.01 MANUFACTURERS**

- A. Basis of Design: ProLiner™ Banded Liner System as supplied by Therm-All, 31387 Industrial Parkway, North Olmsted, OH 44070; Toll Free Tel: 800-886-9494; Fax: 440-734-1001; Email: WBeals@therm-all.com; www.therm-all.com
 - 1. Components:
 - a. Polyethylene vapor retarder liner fabric in white color.
 - b. Galvanized metal support straps (bands).
 - c. EcoTouch Certified R metal building insulation.
 - 2. Metal Building Insulation:
 - a. Complies with ASTM C991 Type 1.
 - b. Complies with NAIMA 202-96-REV 2000.
 - c. Surface Burning Characteristics: Flame Spread Index less than 25 and Smoke Developed Index less than 50 when tested in accordance with ASTM E84, NFPA 255 and UL 723.
 - d. Certified by SCS Global Services to contain a minimum of 65 percent recycled glass content, 18 percent pre-consumer and 47 percent post-consumer.
 - e. GREENGUARD Indoor Air Quality Certified.
 - 3. Substitutions: See Section 01 6000 - Product Requirements.
- B. Fabric liner facing/vapor barrier composed of woven high-density polyethylene coated on both sides with polyethylene. Complies with the following:
 - 1. Color: White.
 - 2. ASTM C1136, Types I through Type VI. Type I-IV exception for dimensional stability (value is less than 2.0 percent).
 - 3. Perm Rating: Maximum 0.02 when tested in accordance with ASTM E 96 Procedure A.
 - 4. Surface Burning Characteristics: Flame Spread Index of 0 and Smoke Developed Index less than 50 when tested in accordance with ASTM E 84.
 - 5. Vapor Barrier Adhesive: Application temperature of 0 to 110 degrees F.
 - 6. Double Sided Vapor Barrier Tape: Width 0.75 to 1.5 inches, rubber or acrylic base.
 - 7. Patch Tape: Adhesive added to one side; installation temperature of 10 to 110 degrees F, width: 3 inches.
 - 8. Metal Banding/ Straps: Coated steel, width 1.0 inch, structural steel Grade 50 per ASTM C 653, exposed color to match vapor barrier, gray backing color.
 - 9. Light Gage Steel Fasteners:
 - a. Material: Zinc plated, cold forged steel.
 - b. Head color to match vapor barrier.
 - c. Contain rubber sealing washer.
 - 10. Heavy Gage Steel Fasteners:
 - a. Material: Zinc plated, cold forged steel.

- b. Head color to match vapor barrier.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate, adjacent materials, and insulation materials are dry and that substrates are ready to receive insulation.
- B. Verify substrate surfaces are flat, free of irregularities or materials or substances that may impede proper installation.
- C. Verify structure, bracing, and concealed building systems have been tested and inspected.
- D. Provide written report listing conditions detrimental to performance of work in this section. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.02 INSTALLATION

- A. Install liner system in accordance with manufacturer's installation instructions and approved Shop Drawings.
- B. Purlin and girt attachment surfaces should be clean and dry prior to attaching two-faced tape or sealing adhesive.
- C. Installed fiberglass insulation should fit snugly against purlin and girt walls in the cavity space. Avoid gaps, voids and any excess compression.

3.03 CLEANING

- A. Clean dirt from vapor barrier fabric using a soft cloth with soap and water or non-abrasive household cleaner. Solvent-based cleaners and abrasive pads should be avoided.

3.04 PROTECTION

- A. Do not permit installed insulation to be damaged prior to its concealment.

END OF SECTION 07 2100

**SECTION 07 4213
METAL WALL PANELS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Manufactured metal panels for exterior wall panels and interior liner panels, with insulation, related flashings, and accessory components.

1.02 REFERENCE STANDARDS

- A. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels; 2013.
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2015.
- C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Shop Drawings: Indicate dimensions, layout, joints, construction details, and methods of anchorage.
- C. Samples: Submit two samples of wall panel, 12 inch by 12 inch in size illustrating finish color, sheen, and texture.
- D. Manufacturer's qualification statement.
- E. Installer's qualification statement.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum three years of documented experience.
- B. Installer Qualifications: Company specializing in installing products specified in this section with minimum three years of documented experience.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Protect panels from accelerated weathering by removing or venting sheet plastic shipping wrap.
- B. Store prefinished material off the ground and protected from weather; prevent twisting, bending, or abrasion; provide ventilation; slope metal sheets to ensure proper drainage.
- C. Prevent contact with materials that may cause discoloration or staining of products.

1.06 WARRANTY

- A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.
- B. Finish Warranty: Provide 15-year manufacturer warranty against excessive degradation of exterior finish. Include provision for replacement of units with excessive fading, chalking, or flaking. Complete forms in Owner's name and register with warrantor.

PART 2 PRODUCTS**2.01 MANUFACTURERS**

- A. Metal Wall Panels - Exposed Fasteners:
 - 1. MBCI, a Cornerstone Building Brands Company; PBR Panel: www.mbc.com/#sle.

2.02 METAL WALL PANEL SYSTEM

- A. Wall Panel System: Factory fabricated prefinished metal panel system, site assembled.
 - 1. Provide exterior wall panels and interior liner panels.
 - 2. Design and size components to support assembly dead loads, and to withstand live loads caused by positive and negative wind pressure acting normal to plane of wall.

3. Design Pressure: In accordance with applicable codes.
 4. Maximum Allowable Deflection of Panel: $L/180$ for length(L) of span.
 5. Movement: Accommodate movement within system without damage to components or deterioration of seals, movement between system and perimeter components when subject to seasonal temperature cycling; dynamic loading and release of loads; and deflection of structural support framing.
 6. Drainage: Provide positive drainage to exterior for moisture entering or condensation occurring within panel system.
 7. Fabrication: Formed true to shape, accurate in size, square, and free from distortion or defects; pieces of longest practical lengths.
 8. Corners: Factory-fabricated in one continuous piece with minimum 2-inch returns.
- B. Exterior Wall Panels:
1. Profile: Vertical; PBR style.
 2. Side Seams: Double-interlocked, tight-fitting, sealed with continuous gaskets.
 3. Material: Precoated steel sheet, 22 gauge, 0.0299 inch minimum thickness.
 4. Color: As selected by Architect from manufacturer's standard line.
 - a. MBCI; 'Signature 300' coating. Color to match existing.
- C. Interior Liner Panels:
1. Profile: Vertical.
 2. Side Seams: Lapped, sealed with continuous bead of sealant.
 3. Material: Precoated steel sheet, 22 gauge, 0.0299 inch minimum thickness.
 4. Color: As selected by Architect from manufacturer's standard line.
- D. Trim: Same material, thickness and finish as exterior sheets; brake formed to required profiles.
- E. Anchors: Galvanized steel.

2.03 MATERIALS

- A. Precoated Steel Sheet: Aluminum-zinc alloy-coated steel sheet, ASTM A792/A792M, Commercial Steel (CS)) or Forming Steel (FS), with AZ50/AZM150 coating; continuous-coil-coated on exposed surfaces with specified finish coating and on panel back with specified panel back coating.
- B. Select materials with surface flatness, smoothness, and lack of surface blemishes where exposed to view in finished system.

2.04 FINISHES

- A. Panel Backside Finish: Panel manufacturer's standard siliconized polyester wash coat.
- B. Fluoropolymer Coil Coating System: Manufacturer's standard multi-coat aluminum coil coating system complying with AAMA 2605, including at least 70 percent polyvinylidene fluoride (PVDF) resin, and at least 80 percent of coil coated aluminum surfaces having minimum total dry film thickness (DFT) of 0.9 mil, 0.0009 inch; color and gloss to match sample.
1. MBCI; 'Signature 300' coating.

2.05 ACCESSORIES

- A. Gaskets: Manufacturer's standard type suitable for use with system, permanently resilient; ultraviolet and ozone resistant.
- B. Concealed Sealants: Non-curing butyl sealant or tape sealant, see Section 07 9200
- C. Exposed Sealant: Elastomeric; silicone, polyurethane, or silyl-terminated polyether/polyurethane.
- D. Fasteners: Manufacturer's standard type to suit application; with soft neoprene washers, steel, hot dip galvanized. Fastener cap same color as exterior panel.
1. Metal-to-Metal Fasteners: Self-drilling, self-tapping screws.
- E. Field Touch-up Paint: As recommended by panel manufacturer.

- F. Bituminous Paint: Asphalt base.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that building framing members are ready to receive panels.

3.02 PREPARATION

3.03 INSTALLATION

- A. Install panels on walls in accordance with manufacturer's instructions.
- B. Protect surfaces in contact with cementitious materials and dissimilar metals with bituminous paint; allow to dry prior to wall panel installation.
- C. Fasten panels to structural supports; aligned, level, and plumb.
- D. Locate joints over supports.
- E. Lap panel ends 4 inches, minimum.
- F. Seal and place gaskets to prevent weather penetration. Maintain neat appearance.

3.04 TOLERANCES

- A. Offset From True Alignment Between Adjacent Members Abutting or In Line: 1/16 inch, maximum.
- B. Variation from Plane or Location As Indicated on Drawings: 1/4 inch, maximum.

3.05 CLEANING

- A. Remove site cuttings from finish surfaces.
- B. Remove protective material from wall panel surfaces.
- C. Clean and wash prefinished surfaces with mild soap and water; rinse with clean water.

3.06 PROTECTION

- A. Protect metal wall panels until completion of project.
- B. Touch-up, repair, or replace damaged wall panels or accessories before Date of Substantial Completion.

END OF SECTION 07 4213

SECTION 08 7100 DOOR HARDWARE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Weatherstripping and gasketing: existing bi-parting, rolling Aircraft Door.

1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Manufacturer's catalog literature for each type of hardware, marked to clearly show products to be furnished for this project, and includes construction details, material descriptions, finishes, and dimensions and profiles of individual components.
- C. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.
- D. Maintenance Data: Include data on operating hardware, lubrication requirements, and inspection procedures related to preventative maintenance.
- E. Manufacturer's qualification statement.
- F. Installer's qualification statement.

1.03 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum three years of documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified for commercial door hardware with at least three years of documented experience.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Package hardware items individually; label and identify each package with door opening code to match door hardware schedule.

1.05 WARRANTY

- A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.

PART 2 PRODUCTS

2.01 WEATHERSTRIPPING AND GASKETING

- A. Manufacturers:
 - 1. National Guard Products, Inc: www.ngpinc.com.
 - 2. Substitutions: See Section 01 6000 - Product Requirements.
- B. Weatherstripping and Gasketing: Comply with BHMA A156.22.
 - 1. Provide hangar door hardware for each hangar door leaf at locations shown on Drawings and to comply with requirements in this Section.
 - 2. Manufacturer:
 - a. JaCor, Inc. [Contact Jason Hoffe; Phone 414.403.1625; jason@jacorinc.com; www.jacorinc.com]
 - 3. Materials:
 - a. Weather Seals: 3-ply Commercial grade black neoprene rubber sheet with 2-ply nylon reinforcement meeting the requirements of ASTM D2000-M2-BC07-A14-B14-F17.
 - b. Nylon Brush Seals: Heavy-duty, high-quality NYLON filament brush flexible and effective down to 70°F below zero. Rugged aluminum holders, in a clear anodized finish, securely hold the nylon filament. Brush Seals come in a crimped nylon filament with filament lengths from 1.5" to 5" long and with various holder configurations and lengths to fit each application.

- c. Galvanized Weather Seal Retainers: 16ga galvanized retainers pre-punched 14" on center with a beveled angle to flash off the weather seal for a high-end finish detail.
- d. Fasteners: Self-drilling and self-tapping screws with a Climaseal Finish for excellent corrosion resistance.
- e. Double-Sided Tape: Highly aggressive double sided polyester acrylic tape. This tape provides superior bonding strength to metal which allows a weather tight bond between the steel and the weather seal.
- 4. Vertical bypass and bulb seals: Nylon reinforced neoprene sheet, 1/8 inch thick with continuous galvanized weather seal retainers.
- 5. Horizontal seals: Nylon reinforced neoprene sheet, 3/16 inch thick with continuous galvanized weather seal retainers.
- 6. Vertical Seal Angles: 16ga galvanized bent angles fastened to each door panel and adjacent to the vertical weather seal to effectively seal the bypass gap between door panels.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that doors and frames are ready to receive this work; labeled, fire-rated doors and frames are properly installed, and dimensions are as indicated on shop drawings.
- B. Verify that electric power is available to power operated devices and of correct characteristics.

3.02 INSTALLATION

- A. Install hardware in accordance with manufacturer's instructions and applicable codes.

3.03 ADJUSTING

- A. Adjust work under provisions of Section 01 7000 - Execution and Closeout Requirements.
- B. Adjust hardware for smooth operation.
- C. Adjust gasketing for complete, continuous seal; replace if unable to make complete seal.

3.04 CLEANING

- A. Clean finished hardware in accordance with manufacturer's written instructions after final adjustments have been made.
- B. Clean adjacent surfaces soiled by hardware installation.
- C. Replace items that cannot be cleaned to manufacturer's level of finish quality at no additional cost.

3.05 PROTECTION

- A. Protect finished Work under provisions of Section 01 7000 - Execution and Closeout Requirements.
- B. Do not permit adjacent work to damage hardware or finish.

END OF SECTION 08 7100

**SECTION 230529
HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Support and attachment components.

1.02 REFERENCE STANDARDS

- A. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2019.
- B. ASTM A47/A47M - Standard Specification for Ferritic Malleable Iron Castings; 1999, with Editorial Revision (2022).
- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2024.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2023.
- C. ASTM A181/A181M - Standard Specification for Carbon Steel Forgings, for General-Purpose Piping; 2025.
- D. ASTM A283/A283M - Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates; 2024.
- E. ASTM A395/A395M - Standard Specification for Ferritic Ductile Iron Pressure-Retaining Castings for Use at Elevated Temperatures; 1999 (Reapproved 2022).
- F. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2025a.
- G. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel; 2023.
- H. FM (AG) - FM Approval Guide; Current Edition.
- I. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation; 2025.
- J. UL (DIR) - Online Certifications Directory; Current Edition.

1.03 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for channel (strut) framing systems and post-installed concrete and masonry anchors.

1.04 QUALITY ASSURANCE

- A. Comply with applicable building code.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.01 SUPPORT AND ATTACHMENT COMPONENTS

- A. General Requirements:
 - 1. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of plumbing work.
 - 2. Provide products listed, classified, and labeled as suitable for the purpose intended, where applicable.
 - 3. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported. Include consideration for vibration, equipment operation, and shock loads where applicable.

4. Steel Components: Use corrosion resistant materials suitable for the environment where installed.
 - a. Indoor Dry Locations: Use zinc-plated steel or approved equivalent unless otherwise indicated.
 - b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel, stainless steel, or approved equivalent unless otherwise indicated.
 - c. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
 - d. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.
- B. Prefabricated Trapeze-Framed Metal Strut Systems:
 1. Strut Channel or Bracket Material:
 - a. Indoor Dry Locations: Use painted steel, zinc-plated steel, or galvanized steel.
 2. Accessories: Provide bracket covers, cable basket clips, cable tray clips, clamps, conduit clamps, fire-retarding brackets, j-hooks, protectors, and vibration dampeners.
- C. Strut Channels:
 1. Manufacturers:
 - a. B-Line, a brand of Eaton Corporation: www.eaton.com/#sle.
 - b. Gripple, Inc; Universal Bracket: www.gripple.com/#sle.
 - c. Unistrut, a brand of Atkore International Inc: www.unistrut.com/#sle.
 2. ASTM A653/A653M galvanized steel bracket with clamps for surface mounting of piping or plumbing equipment support.
 3. Channel or Bracket Kits: Include rods, brackets, end-fixed fittings, covers, clips, and other related hardware required to complete sectional trapeze section for piping or other support.
- D. Hanger Rods:
 1. Threaded zinc-plated steel unless otherwise indicated.
 2. Minimum Size, Unless Otherwise Indicated or Required:
 - a. Equipment Supports: 1/2 inch (13 mm) diameter.
 - b. Piping up to 1 inch (25 mm, DN): 1/4 inch (6 mm) diameter.
 - c. Piping larger than 1 inch (25 mm, DN): 3/8 inch (10 mm) diameter.
- E. Beam Clamps:
 1. MSS SP-58 types 19 through 23, 25 or 27 through 30 based on required load.
 2. Beam C-Clamp: MSS SP-58 type 23, malleable iron and steel with plain, stainless steel, and zinc finish.
 3. Small or Junior Beam Clamp: MSS SP-58 type 19, malleable iron with plain finish. For inverted usage provide manufacturer listed size(s).
 4. Wide Mouth Beam Clamp: MSS SP-58 type 19, malleable iron with plain finish.
 5. Centerload Beam Clamp with Extension Piece: MSS SP-58 type 30, malleable iron with plain finish.
 6. FM (AG) and UL (DIR) Approved Beam Clamp: MSS SP-58 type 19, plain finish,
 7. Provide clamps with hardened steel cup-point set screws and lock-nuts for anchoring in place.
 8. Material: ASTM A395/A395M ductile iron, ASTM A36/A36M carbon steel, ASTM A47/A47M malleable iron, ASTM A181/A181M forged steel, or ASTM A283/A283M steel.
- F. Anchors and Fasteners:
 1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive support and attachment components.

- C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Provide independent support from building structure. Do not provide support from piping, ductwork, conduit, or other systems.
- C. Unless specifically indicated or approved by Architect, do not provide support from suspended ceiling support system or ceiling grid.
- D. Unless specifically indicated or approved by Architect, do not provide support from roof deck.
- E. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.
- F. Equipment Support and Attachment:
 - 1. Use metal fabricated supports or supports assembled from metal channel (strut) to support equipment as required.
 - 2. Use metal channel (strut) secured to studs to support equipment surface-mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
 - 3. Use metal channel (strut) to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
 - 4. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.
- G. Preset Concrete Inserts: Use manufacturer-provided closure strips to inhibit concrete seepage during concrete pour.
- H. Secure fasteners according to manufacturer's recommended torque settings.
- I. Remove temporary supports.

END OF SECTION

SECTION 230593
TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Testing, adjustment, and balancing of air systems.

1.02 REFERENCE STANDARDS

- A. AABC (NSTSB) - AABC National Standards for Total System Balance, 7th Edition; 2016.
- B. ASHRAE Std 111 - Measurement, Testing, Adjusting, and Balancing of Building HVAC Systems; 2024, with Errata (2025).
- C. SMACNA (TAB) - HVAC Systems Testing, Adjusting and Balancing; 2023.

1.03 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. TAB Plan: Submit a written plan indicating the testing, adjusting, and balancing standard to be followed and the specific approach for each system and component.
 - 1. Include at least the following in the plan:
 - a. Preface: An explanation of the intended use of the control system.
 - b. List of all air flow, water flow, sound level, system capacity and efficiency measurements to be performed and a description of specific test procedures, parameters, formulas to be used.
 - c. Copy of field checkout sheets and logs to be used, listing each piece of equipment to be tested, adjusted and balanced with the data cells to be gathered for each.
 - d. Discussion of what notations and markings will be made on the duct and piping drawings during the process.
 - e. Final test report forms to be used.
 - f. Procedures for formal deficiency reports, including scope, frequency and distribution.
- C. Final Report: Indicate deficiencies in systems that would prevent proper testing, adjusting, and balancing of systems and equipment to achieve specified performance.
 - 1. Revise TAB plan to reflect actual procedures and submit as part of final report.
 - 2. Submit draft copies of report for review prior to final acceptance of Project. Provide final copies for Architect and for inclusion in operating and maintenance manuals.
 - 3. Include actual instrument list, with manufacturer name, serial number, and date of calibration.
 - 4. Form of Test Reports: Where the TAB standard being followed recommends a report format use that; otherwise, follow ASHRAE Std 111.
 - 5. Units of Measure: Report data in both I-P (inch-pound) and SI (metric) units.
 - 6. Include the following on the title page of each report:
 - a. Name of Testing, Adjusting, and Balancing Agency.
 - b. Address of Testing, Adjusting, and Balancing Agency.
 - c. Telephone number of Testing, Adjusting, and Balancing Agency.
 - d. Project name.
 - e. Project location.
 - f. Project Engineer.
 - g. Project Contractor.
 - h. Report date.
- D. Project Record Documents: Record actual locations of flow measuring stations and balancing valves and rough setting.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. Perform total system balance in accordance with one of the following:
 - 1. AABC (NSTSB), AABC National Standards for Total System Balance.
 - 2. ASHRAE Std 111, Practices for Measurement, Testing, Adjusting and Balancing of Building Heating, Ventilation, Air-Conditioning, and Refrigeration Systems.
 - 3. SMACNA (TAB).
- B. Begin work after completion of systems to be tested, adjusted, or balanced and complete work prior to Substantial Completion of the project.
- C. Where HVAC systems and/or components interface with life safety systems, including fire and smoke detection, alarm, and control, coordinate scheduling and testing and inspection procedures with the authorities having jurisdiction.
- D. TAB Agency Qualifications:
 - 1. Company specializing in the testing, adjusting, and balancing of systems specified in this section.
 - 2. Certified by one of the following:
 - a. AABC, Associated Air Balance Council: www.aabc.com/#sle; upon completion submit AABC National Performance Guaranty.
 - b. TABB, The Testing, Adjusting, and Balancing Bureau of National Energy Management Institute: www.tabbcertified.org/#sle.
- E. TAB Supervisor and Technician Qualifications: Certified by same organization as TAB agency.

3.02 EXAMINATION

- A. Verify that systems are complete and operable before commencing work. Ensure the following conditions:
 - 1. Systems are started and operating in a safe and normal condition.
 - 2. Temperature control systems are installed complete and operable.
 - 3. Proper thermal overload protection is in place for electrical equipment.
 - 4. Final filters are clean and in place. If required, install temporary media in addition to final filters.
 - 5. Duct systems are clean of debris.
 - 6. Fans are rotating correctly.
 - 7. Fire and volume dampers are in place and open.
 - 8. Air coil fins are cleaned and combed.
 - 9. Access doors are closed and duct end caps are in place.
 - 10. Air outlets are installed and connected.
 - 11. Duct system leakage is minimized.
 - 12. Hydronic systems are flushed, filled, and vented.
 - 13. Pumps are rotating correctly.
 - 14. Proper strainer baskets are clean and in place.
 - 15. Service and balance valves are open.
- B. Submit field reports. Report defects and deficiencies that will or could prevent proper system balance.
- C. Beginning of work means acceptance of existing conditions.

3.03 PREPARATION

- A. Provide instruments required for testing, adjusting, and balancing operations. Make instruments available to Owner/Engineer to facilitate spot checks during testing.
- B. Provide additional balancing devices as required.

3.04 ADJUSTMENT TOLERANCES

- A. Air Handling Systems: Adjust to within plus or minus 5 percent of design for supply systems and plus or minus 10 percent of design for return and exhaust systems.
- B. Hydronic Systems: Adjust to within plus or minus 10 percent of design.

3.05 RECORDING AND ADJUSTING

- A. Ensure recorded data represents actual measured or observed conditions.
- B. Permanently mark settings of valves, dampers, and other adjustment devices allowing settings to be restored. Set and lock memory stops.
- C. Mark on drawings the locations where traverse and other critical measurements were taken and cross reference the location in the final report.
- D. After adjustment, take measurements to verify balance has not been disrupted or that such disruption has been rectified.
- E. Leave systems in proper working order, replacing belt guards, closing access doors, closing doors to electrical switch boxes, and restoring thermostats to specified settings.

3.06 AIR SYSTEM PROCEDURE

- A. Adjust air handling and distribution systems to provide required or design supply, return, and exhaust air quantities at site altitude.
- B. Make air quantity measurements in ducts by Pitot tube traverse of entire cross sectional area of duct.
- C. Adjust distribution system to obtain uniform space temperatures free from objectionable drafts and noise.
- D. Use volume control devices to regulate air quantities only to extend that adjustments do not create objectionable air motion or sound levels. Effect volume control by duct internal devices such as dampers and splitters.
- E. Vary total system air quantities by adjustment of fan speeds. Provide drive changes required. Vary branch air quantities by damper regulation.
- F. Measure static air pressure conditions on air supply units, including filter and coil pressure drops, and total pressure across the fan. Make allowances for 50 percent loading of filters.
- G. Adjust outside air automatic dampers, outside air, return air, and exhaust dampers for design conditions.

3.07 SCOPE

- A. Test, adjust, and balance the following:
 - 1. Air Handling/Rotation Units.

3.08 MINIMUM DATA TO BE REPORTED

- A. Electric Motors:
 - 1. Manufacturer.
 - 2. Model/Frame.
 - 3. HP/BHP.
 - 4. Phase, voltage, amperage; nameplate, actual, no load.
 - 5. RPM.
 - 6. Service factor.
 - 7. Starter size, rating, heater elements.
- B. Combustion Equipment:
 - 1. Firing rate.
 - 2. Gas flow rate.
 - 3. Heat input.
 - 4. Burner manifold gas pressure.

5. Percent carbon monoxide (CO).
 6. Percent carbon dioxide (CO₂).
 7. Percent oxygen (O₂).
 8. Heat output.
- C. Air Moving Equipment:
1. Manufacturer.
 2. Model number.
 3. Air flow, specified and actual.
 4. Return air flow, specified and actual.
 5. Total static pressure (total external), specified and actual.
 6. Inlet pressure.
 7. Discharge pressure.
- D. Return Air/Outside Air:
1. Design air flow.
 2. Actual air flow.
 3. Actual return air flow.
 4. Return air temperature.

END OF SECTION

**SECTION 231123
FACILITY NATURAL-GAS PIPING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Pipe, pipe fittings, valves, and connections for natural gas piping systems.

1.02 REFERENCE STANDARDS

- A. ANSI LC 1/CSA 6.26 - Fuel Gas Piping Systems Using Corrugated Stainless Steel Tubing; 2023.
- B. ANSI LC 4/CSA 6.32 - Press-Connect Metallic Fittings and Valves for Use in Fuel Gas Distribution Systems; 2022.
- C. ANSI Z21.18/CSA 6.3 - Gas Appliance Pressure Regulators; 2019 (Reaffirmed 2024).
- D. ANSI Z21.80/CSA 6.22 - Line Pressure Regulators; 2019 (Reaffirmed 2024).
- E. ANSI Z223.1 - National Fuel Gas Code; 2024.
- F. ASME B16.3 - Malleable Iron Threaded Fittings: Classes 150 and 300; 2021.
- G. ASME B16.26 - Cast Copper Alloy Fittings for Flared Copper Tubes; 2024.
- H. ASME B31.1 - Power Piping; 2024.
- I. ASME B31.9 - Building Services Piping; 2025.
- J. ASME BPVC-IX - Boiler and Pressure Vessel Code, Section IX - Qualification Standard for Welding, Brazing, and Fusing Procedures; Welders; Brazers; and Welding, Brazing, and Fusing Operators; 2025, with Errata.
- K. ASTM A47/A47M - Standard Specification for Ferritic Malleable Iron Castings; 1999, with Editorial Revision (2022).
- L. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2024.
- M. ASTM A234/A234M - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service; 2025.
- N. ASTM B68/B68M - Standard Specification for Seamless Copper Tube, Bright Annealed; 2025.
- O. ASTM B75/B75M - Standard Specification for Seamless Copper Tube; 2026.
- P. ASTM B88 - Standard Specification for Seamless Copper Water Tube; 2022.
- Q. ASTM B88M - Standard Specification for Seamless Copper Water Tube (Metric); 2020.
- R. ASTM B813 - Standard Specification for Water Flushable Liquid and Paste Fluxes for Soldering of Copper and Copper Alloy Tube; 2024.
- S. ASTM B828 - Standard Practice for Making Capillary Joints by Soldering of Copper and Copper Alloy Tube and Fittings; 2023.
- T. ASTM D2513 - Standard Specification for Polyethylene (PE) Gas Pressure Pipe, Tubing, and Fittings; 2026.
- U. ASTM D2683 - Standard Specification for Socket-Type Polyethylene Fittings for Outside Diameter-Controlled Polyethylene Pipe and Tubing; 2026.
- V. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2026.
- W. AWWA C105/A21.5 - Polyethylene Encasement for Ductile-Iron Pipe Systems; 2018.
- X. AWWA C606 - Grooved and Shouldered Joints; 2022.
- Y. IAPMO (UMC) - 2024 Uniform Mechanical Code; 2024.

- Z. IAPMO (UPC) - Uniform Plumbing Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- AA. ICC (IFGC) - International Fuel Gas Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- BB. MSS SP-110 - Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends; 2010, with Errata .

1.03 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on pipe materials, pipe fittings, valves, and accessories. Provide manufacturers catalog information. Indicate valve data and ratings.

1.04 QUALITY ASSURANCE

- A. Perform work in accordance with applicable codes.
- B. Valves: Manufacturer's name and pressure rating marked on valve body.
- C. Welding Materials and Procedures: Comply with ASME BPVC-IX and applicable state labor regulations.
- D. Welder Qualifications: Certified in accordance with ASME BPVC-IX.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Accept valves on site in shipping containers with labeling in place. Inspect for damage.
- B. Provide temporary protective coating on cast iron and steel valves.
- C. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.
- D. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system.

PART 2 PRODUCTS

2.01 NATURAL GAS PIPING, BURIED BEYOND 5 FEET (1500 MM) OF BUILDING

- A. Flexible Gas Piping:
 - 1. Corrugated Stainless Steel Tubing: Comply with ANSI LC 1/CSA 6.26.
 - 2. Fittings: Provided by piping system manufacturer.
- B. Polyethylene Pipe: ASTM D2513, SDR 11.
 - 1. Fittings: ASTM D2683 or ASTM D2513 socket type.
 - 2. Joints: Fusion welded.

2.02 NATURAL GAS PIPING, BURIED WITHIN 5 FEET (1500 MM) OF BUILDING

- A. Steel Pipe: ASTM A53/A53M, Grade B, Type F, Schedule 40 black.
 - 1. Fittings: ASTM A234/A234M, wrought steel welding type.
 - 2. Joints: ANSI Z223.1, welded.
 - 3. Jacket: AWWA C105/A21.5 polyethylene jacket or double layer, half-lapped 10 mil (0.25 mm) polyethylene tape.
- B. Copper Tubing: Listed, ASTM B88 (ASTM B88M), Type K (A), annealed.
- C. Flexible Gas Piping:
 - 1. Corrugated Stainless Steel Tubing: Comply with ANSI LC1 / CSA 6.26.
 - 2. Fittings: Provided by piping system manufacturer.

2.03 NATURAL GAS PIPING, ABOVE GRADE

- A. Steel Pipe: ASTM A53/A53M, Grade B, Type F, Schedule 40 black.
 - 1. Fittings: ASME B16.3, malleable iron, or ASTM A234/A234M, wrought steel welding type.
 - 2. Joints: Threaded or welded to ASME B31.1.

3. Mechanical Press Sealed Fittings: ANSI LC 4/CSA 6.32; ICC (IFGC) approved, and IAPMO (UPC) or IAPMO (UMC) approved, with HNBR seals.
- B. Copper Tube: ASTM B88 (ASTM B88M), Type K (A) or L (B) annealed.
 1. Fittings: ASME B16.26, cast bronze.
 2. Joints: Flared.
- C. Copper Tube: ASTM B68/B68M, O50 or O60 temper; or ASTM B75/B75M, H58 (general purpose) drawn temper.
 1. Fittings: ASME B16.26, cast bronze.
 2. Joints: Flared.
- D. Flexible Gas Piping:
 1. Corrugated Stainless Steel Tubing: Comply with ANSI LC 1/CSA 6.26.
 2. Comply with ASTM E84.
 3. Fittings: Provided by piping system manufacturer.
 4. Provide piping with integral lightning protection.

2.04 FLANGES, UNIONS, AND COUPLINGS

- A. Unions for Pipe Sizes 3 Inches (80 mm) and Under:
 1. Ferrous Pipe: Class 150 malleable iron threaded unions.
 2. Copper Tube and Pipe: Class 150 bronze unions with soldered joints.
- B. Flanges for Pipe Size Over 1 Inch (25 mm):
 1. Ferrous Pipe: Class 150 malleable iron threaded or forged steel slip-on flanges; preformed neoprene gaskets.
- C. Mechanical Couplings for Grooved and Shouldered Joints: Two or more curved housing segments with continuous key to engage pipe groove, circular C-profile gasket, and bolts to secure and compress gasket.
 1. Dimensions and Testing: In accordance with AWWA C606.
 2. Housing Material: Provide ASTM A47/A47M malleable iron, ductile iron, or _____, galvanized.
 3. Bolts and Nuts: Hot dipped galvanized or zinc-electroplated steel.
 4. When pipe is field grooved, provide coupling manufacturer's grooving tools.

2.05 PIPE HANGERS AND SUPPORTS

- A. Provide hangers and supports that comply with MSS SP-58.
 1. If type of hanger or support for a particular situation is not indicated, select appropriate type using MSS SP-58 recommendations.
 2. Overhead Supports: Individual steel rod hangers attached to structure or to trapeze hangers.
 3. Trapeze Hangers: Welded steel channel frames attached to structure.
 4. Vertical Pipe Support: Steel riser clamp.
 5. Floor Supports: Concrete pier or steel pedestal with floor flange; fixture attachment.

2.06 BALL VALVES

- A. Construction, 4 Inches (100 mm) and Smaller: MSS SP-110, Class 150, 400 psi (2760 kPa) CWP, brass, bronze, or ductile iron body, 304 stainless steel or chrome plated brass ball, regular port, Teflon seats and stuffing box ring, blowout proof stem, lever handle with balancing stops, solder, threaded, or grooved ends with union.

2.07 LINE PRESSURE REGULATORS AND APPLIANCE REGULATORS INDICATORS

- A. Manufacturers:
 1. Maxitrol Company: www.maxitrol.com/#sle.
- B. Compliance Requirements:
 1. Appliance Regulator: ANSI Z21.18/CSA 6.3.
 2. Line Pressure Regulator: ANSI Z21.80/CSA 6.22.

- C. Materials in Contact With Gas:
 - 1. Housing: Aluminum, steel (free of non-ferrous metals).
 - 2. Seals and Diaphragms: NBR-based rubber.
- D. Maximum Inlet Operating Pressure: 10 psi (68.9 kPa).
 - 1. Appliance Regulator: 10 psi (68.9 kPa).
 - 2. Line Pressure Regulator: 10 psi (68.9 kPa).
- E. Maximum Body Pressure: 10 psi (1000 mbar).
- F. Output Pressure Range: 1 inch wc (2.5 mbar) to 80 inch wc (200 mbar).

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that excavations are to required grade, dry, and not over-excavated.

3.02 PREPARATION

- A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.
- B. Remove scale and dirt, on inside and outside, before assembly.
- C. Prepare piping connections to equipment with flanges or unions.

3.03 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Provide non-conducting dielectric connections wherever jointing dissimilar metals.
- C. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls.
- D. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment. Refer to Section 230516.
- E. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings.
- F. Provide access where valves and fittings are not exposed.
- G. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welding.
- H. Provide support for utility meters in accordance with requirements of utility companies.
- I. Prepare exposed, unfinished pipe, fittings, supports, and accessories ready for finish painting.
 - 1. Painting of interior piping systems and components is specified in Section 099123.
 - 2. Painting of exterior piping systems and components is specified in Section 099113.
- J. Excavate in accordance with Section 312316.
- K. Excavate in accordance with Section 312316.13.
- L. Backfill in accordance with Section 312323.
- M. Install valves with stems upright or horizontal, not inverted.
- N. Pipe vents from gas pressure reducing valves to outdoors and terminate in weather proof hood.
- O. Copper Pipe and Tube: Make soldered joints in accordance with ASTM B828, using specified solder, and flux meeting ASTM B813.
- P. Sleeve pipes passing through partitions, walls and floors.
- Q. Inserts:
 - 1. Provide inserts for placement in concrete formwork.
 - 2. Provide inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams.
 - 3. Provide hooked rod to concrete reinforcement section for inserts carrying pipe over 4 inches (100 mm).

4. Where concrete slabs form finished ceiling, locate inserts flush with slab surface.
- R. Pipe Hangers and Supports:
1. Install in accordance with ASME B31.9.
 2. Install hangers to provide minimum 1/2 inch (15 mm) space between finished covering and adjacent work.
 3. Place hangers within 12 inches (300 mm) of each horizontal elbow.
 4. Use hangers with 1-1/2 inch (40 mm) minimum vertical adjustment. Design hangers for pipe movement without disengagement of supported pipe.
 5. Support vertical piping at every other floor. Support riser piping independently of connected horizontal piping.

3.04 APPLICATION

- A. Install unions downstream of valves and at equipment or apparatus connections.
- B. Install brass male adapters each side of valves in copper piped system. Solder adapters to pipe.
- C. Install ball valves for shut-off and to isolate equipment, part of systems, or vertical risers.

3.05 SERVICE CONNECTIONS

- A. Provide new gas service complete with gas meter and regulators in accordance with Section 335216. Gas service distribution piping to have initial minimum pressure of 7 inch wg (1.75 kPa). Provide regulators on each line serving gravity type appliances, sized in accordance with equipment.

3.06 SCHEDULES

- A. Pipe Hanger Spacing:
 1. Metal Piping:
 - a. Pipe Size: 1-1/2 inches (40 mm) to 2 inches (50 mm):
 - 1) Maximum Hanger Spacing: 10 ft (3 m).
 - 2) Hanger Rod Diameter: 3/8 inch (9 mm).
 - b. Pipe Size: 2-1/2 inches (65 mm) to 3 inches (75 mm):
 - 1) Maximum Hanger Spacing: 10 ft (3 m).
 - 2) Hanger Rod Diameter: 1/2 inch (13 mm).

END OF SECTION

SECTION 233439
HIGH-VOLUME, LOW-SPEED PROPELLER FANS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. High-volume, low-speed propeller fans.

1.02 REFERENCE STANDARDS

- A. UL 507 - Electric Fans; Current Edition, Including All Revisions.

1.03 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on fans and accessories including fan curves with specified operating point clearly plotted, power, RPM, sound power levels at rated capacity, and electrical characteristics and connection requirements.
- C. Manufacturer's Instructions: Indicate installation instructions.
- D. Maintenance Data: Include instructions for lubrication, motor and drive replacement, spare parts list, and wiring diagrams.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.

1.05 FIELD CONDITIONS

- A. Fans may not be used for ventilation during construction.

1.06 WARRANTY

- A. See Section 017800 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective Work within a five year period after Date of Substantial Completion.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. UL Compliance: UL listed and labeled, designed, manufactured, and tested in accordance with UL 507.
- B. Electrical Components: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

2.02 HIGH-VOLUME, LOW-SPEED PROPELLER FANS

- A. Manufacturers:
 - 1. Big Ass Fans: www.bigassfans.com/#sle.
 - 2. Hunter Fan International; Titan: www.hunterfan.com/#sle.
 - 3. Patterson Fan Company, Inc: www.pattersonfan.com/#sle.
- B. Shafts and Bearings:
 - 1. Fan Shaft:
 - a. Ground and polished steel with anti-corrosive coating.
 - b. First critical speed at least 25 percent over maximum cataloged operating speed.
 - 2. Bearings:
 - a. Permanently sealed or pillow block type.
 - b. Minimum L10 life in excess of 100,000 hours (equivalent to L50 average life of 500,000 hours), at maximum cataloged operating speed.
 - c. 100 percent factory tested.
- C. Fan Controllers:
 - 1. Shipped loose for field mounting.

2. Digital Fan Controllers:
 - a. Individually control or synchronize fan direction and speed.
 - b. Provide digital display with visual indicators of direction and speed for multiple fans.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Secure fan with stainless steel lag screws to structure.

END OF SECTION

SECTION 237313
MODULAR INDOOR CENTRAL-STATION AIR-HANDLING UNITS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Casing construction.
- B. Fan section.
- C. Filter and air cleaner section.
- D. Damper section.
- E. Indirect-fired gas heat section.
- F. Turning and discharge plenum section.
- G. Controls.

1.02 REFERENCE STANDARDS

- A. ABMA STD 9 - Load Ratings and Fatigue Life for Ball Bearings; 2015, with Errata (2026).
- B. AMCA (DIR) - (Directory of) Products Licensed Under AMCA International Certified Ratings Program; 2015.
- C. AMCA 99 - Standards Handbook; 2025.
- D. AMCA 210 - Laboratory Methods of Testing Fans for Certified Aerodynamic Performance Rating; 2025.
- E. AMCA 300 - Reverberation Room Methods of Sound Testing of Fans; 2024.
- F. AMCA 301 - Methods for Calculating Fan Sound Ratings from Laboratory Test Data; 2022.
- G. AMCA 500-D - Laboratory Methods of Testing Dampers for Rating; 2018.
- H. AMCA 500-L - Laboratory Methods of Testing Louvers for Rating; 2023.
- I. ASHRAE Std 52.2 - Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size; 2025.
- J. ASHRAE Std 62.1 - Ventilation for Acceptable Indoor Air Quality; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- K. ASHRAE Std 90.1 I-P - Energy Standard for Buildings Except Low-Rise Residential Buildings; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- L. ASHRAE Std 135 - BACnet - A Data Communication Protocol for Building Automation and Control Networks; 2024, with Errata (2026).
- M. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; 2024.
- N. SMACNA (DCS) - HVAC Duct Construction Standards Metal and Flexible; 2020.
- O. UL (DIR) - Online Certifications Directory; Current Edition.
- P. UL 795 - Commercial-Industrial Gas Heating Equipment; Current Edition, Including All Revisions.

1.03 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data:
 - 1. Published Literature: Indicate dimensions, weights, capacities, ratings, gauges and finishes of materials, and electrical characteristics and connection requirements.
 - 2. Filters: Data for filter media, filter performance data, filter assembly, and filter frames.
 - 3. Fans: Performance and fan curves with specified operating point clearly plotted, power, RPM.

4. Sound Power Level Data: Fan outlet and casing radiation at rated capacity.
 5. Electrical Requirements: Power supply wiring including wiring diagrams for interlock and control wiring, clearly indicating factory-installed and field-installed wiring.
- C. Shop Drawings: Indicate assembly, unit dimensions, weight loading, required clearances, construction details, field connection details, and electrical characteristics and connection requirements.
 - D. Executed Warranty: Submit documentation of final executed warranty completed in Owner's name and registered with manufacturer.
 - E. Manufacturer's Instructions: Include installation instructions.
 - F. Maintenance Data: Include instructions for lubrication, filter replacement, motor and drive replacement, spare parts lists, and wiring diagrams.
 - G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 1. See Section 016000 - Product Requirements for additional provisions.
 2. Extra Filters: Two sets for each unit.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Accept products on site in factory-fabricated protective containers, with factory-installed shipping skids and lifting lugs. Inspect for damage.
- B. Store in clean dry place and protect from weather and construction traffic. Handle carefully to avoid damage to components, enclosures, and finish.
- C. Do not operate units until ductwork is clean, filters are in place, bearings lubricated, and fan has been test run under observation.

1.06 WARRANTY

- A. See Section 017800 - Closeout Submittals for additional warranty requirements.
- B. Provide minimum one year manufacturer warranty covering repair or replacement due to defective materials or workmanship.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Carrier Global Corporation: www.carrier.com/#sle.
- B. Temprite Industries
- C. Powrmatic Inc.
- D. Trane Technologies, PLC: www.trane.com/#sle.

2.02 CASING CONSTRUCTION

- A. Casing:
 1. Construct of 18 gauge galvanized steel panels over a structural steel framework.
 2. Provide double wall panel construction around the heat exchanger section..
 3. Construct outer panels of galvanized steel and inner panels of galvanized steel.
 4. Casing Air Pressure Performance Requirements:
 - a. Able to withstand up to 8 in-wc (2 kPa) positive or negative static pressure.
 - b. Not to exceed 0.0042 inches per inch (0.000165 mm per mm) deflection at 1.5 times design static pressure up to a maximum of plus 8 in-wc (2 kPa) in positive pressure sections and minus 8 in-wc (2 kPa) in negative pressure sections.
- B. Access Doors:
 1. Construction, thermal and air pressure performance same as casing.
 2. Provide surface mounted handles on hinged, swing doors.

- C. Return Air Intake
 - 1. Fabricate from same material as casing outer panel.
 - 2. Extend hood past perimeter of unit casing opening so as not to obstruct airflow path.
 - 3. Paint hoods with same finish as external surface of outdoor units.
 - 4. Provide inlet hood for each fresh air damper with a sine wave moisture eliminator to prevent entrainment of water into the unit from outside air.
 - 5. Provide exhaust hoods for each exhaust air opening.
 - 6. Size each hood for 100 percent of nominal fresh air damper capacities.
 - 7. Protect each hood with bird screen to prevent nesting at intake or exhaust airflow paths.
- D. Unit Flooring: Construct with sufficient strength to support expected people and equipment loads associated with maintenance activities.
- E. Casing Leakage: Seal joints and provide airtight access doors so that air leakage does not exceed one percent of design flow at the specified casing pressure.
- F. Insulation:
 - 1. Provide minimum thermal thickness of 12 R (2.29 RSI) throughout.
 - 2. Completely fill panel cavities in each direction to prevent voids and settling.
 - 3. Comply with NFPA 90A.
- G. Drain Pan Construction:
 - 1. Provide cooling coil and humidifier sections with an insulated, double wall, galvanized steel drain pan complying with ASHRAE Std 62.1 for indoor air quality and sufficiently sized to collect all condensate.
 - 2. Slope in two planes to promote positive drainage and eliminate stagnate water conditions.
 - 3. Locate outlet of sufficient diameter at lowest point of pan to prevent overflow at normal operating conditions.
 - 4. Provide threaded drain connections constructed of drain pan material, extended sufficient distance beyond the base to accommodate field installed, condensate drain trapping.
- H. Louvers: Stationary, of galvanized steel, 4 inches (100 mm) deep with plenum, nylon bearings, 1/2-inch (13 mm) mesh, 0.04-inch (1.0 mm) galvanized wire bird screen in aluminum frame, and bearing AMCA Certified Ratings Seal in accordance with AMCA 500-L. Furnish adjustable louvers with hollow vinyl bulb edging on blades and foam side stops to limit leakage to maximum 2 percent at 4 in-wc (1 kPa) differential pressure when sized for 2000 fpm (10 m/s) face velocity.
- I. Finish:
 - 1. Indoor Units:
 - a. Color: Manufacturer's standard color.

2.03 FAN SECTION

- A. Type: Propeller type.
- B. Performance Ratings: Determined in accordance with AMCA 210 and labeled with AMCA Certified Rating Seal.
- C. Sound Ratings: AMCA 301; tested to AMCA 300 and label with AMCA Certified Sound Rating Seal.
- D. Bearings: Self-aligning, grease lubricated, with lubrication fittings extended to exterior of casing with plastic tube and grease fitting rigidly attached to casing.
- E. External Motor Junction Box: Factory mount NEMA 4 external junction box and connect to extended motor leads from internally mounted motors.
- F. Motor Wiring Conduit: Factory wire fan motor wiring to the unit mounted starter-disconnect, variable frequency drive, and external motor junction box.
- G. Drives:
 - 1. Comply with AMCA 99.

2. Bearings: Heavy duty pillow block type, ball bearings, with ABMA STD 9 L-10 life at 50,000 hours.
3. Shafts: Solid, hot rolled steel, ground and polished, with key-way, and protectively coated with lubricating oil.
4. V-Belt Drive: Cast iron or steel sheaves, dynamically balanced, bored to fit shafts, and keyed. Variable and adjustable pitch sheaves for motors 15 hp (11.2 kW) and under selected so required rpm is obtained with sheaves set at mid-position; fixed sheave for 20 hp (15 kW) and over, matched belts, and drive rated as recommended by manufacturer or minimum 1.5 times nameplate rating of the motor.
5. Belt Guard: Fabricate to SMACNA (DCS); 0.106 inch (2.6 mm) thick, 3/4 inch (20 mm) diamond mesh wire screen welded to steel angle frame or equivalent, prime coated. Secure to fan or fan supports without short circuiting vibration isolation, with provision for adjustment of belt tension, lubrication, and use of tachometer with guard in place.

2.04 FILTER AND AIR CLEANER SECTION

- A. General: Provide filter sections with filter racks, minimum of one access door for filter removal, and filter block-offs to prevent air bypass.
- B. Pleated Media Filters:
 1. Media: 2 inch (50 mm), 100 percent synthetic fibers, continuously laminated to a grid with water repellent adhesive, and capable of operating up to a maximum of 625 fpm (3.17 m/s) without loss of efficiency and holding capacity.
 2. Frame: Steel wire grid.
 3. Minimum Efficiency Reporting Value: 5 MERV when tested in accordance with ASHRAE Std 52.2.
- C. Differential Pressure Gauge:
 1. Provide factory installed dial type differential pressure gauge, flush mounted with casing outer wall, and fully piped to both sides of each filter to indicate status.
 2. Maintain plus/minus 5 percent accuracy within operating limits of 20 degrees F (minus 6.7 degrees C) to 120 degrees F (48.9 degrees C).

2.05 DAMPER SECTION

- A. Mixing Section: Provide a functional section to support the damper assembly for modulating the volume of outdoor, return, and exhaust air.
- B. Damper Blades:
 1. Double-skin airfoil design with metal, compressible jamb seals and extruded-vinyl blade-edge seals on each blade.
 2. Self-lubricating stainless steel or synthetic sleeve bearings.
 3. Comply with ASHRAE Std 90.1 I-P for rated maximum leakage rate.
 4. Provide leakage testing and pressure ratings in compliance with AMCA 500-D test methods.
 5. Arrange in parallel or opposed-blade configuration.
- C. Barometric Relief Dampers:
 1. Frame: Roll formed galvanized steel.
 2. Blades: Roll formed galvanized steel.
 3. Blade Seals: Extruded vinyl, mechanically attached to the blade edge.
 4. Material:

2.06 INDIRECT-FIRED GAS HEAT SECTION

- A. Construction: UL 795 compliant furnace, factory assembled and fire tested prior to shipment.
- B. Burner Vestibule Materials and Components:
 1. Heat Exchanger Assembly: 14 gauge, 0.0747 inch (1.90 mm), 409 stainless steel.
 2. Burner: UL (DIR) listed, forced draft, and fully modulating.
 3. Control Panel: Equip with flame management controls and appropriate safeties.

4. Section construction same as rest of air handling unit with large access door.
5. Provide factory mounted return air thermostat, wired and piped to the gas train for full modulation heating control.

2.07 TURNING AND DISCHARGE PLENUM SECTION

- A. Provide plenum to efficiently turn and discharge air.
 1. Scale plenum vertical height to accommodate discharge duct height.
 2. Scale plenum horizontal length to accommodate required dimensional constraints.

2.08 CONTROLS

- A. Factory Provided Controls for Field Installation:
 1. Space and outdoor air temperature sensors.
- B. BAS, SCADA, or other Integrated Automation Link: ASHRAE Std 135 BACnet MS/TP.
- C. External Point Mapping: Provide mapping table for each parameter included in the local visual interface with software-toggle flag to allow reduced mapping of available points.
- D. Locate remote temperature control interface at location indicated on drawings.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Bolt sections together with gaskets.
- C. Provide fixed sheaves required for final air balance.
- D. Make connections to coils with unions or flanges.
- E. Field-wire each factory provided control for field installation.

3.02 FIELD QUALITY CONTROL

- A. See Section 014000 - Quality Requirements for additional requirements.
- B. Final Acceptance Requirements:
 1. Verify compliance with specifications using vibration analysis.
- C. Coordination of Other Tests and Inspections:
 1. Provide access and _____ as required to accommodate timely performance.

3.03 SYSTEM STARTUP

- A. Provide manufacturer's field representative to perform systems startup.
- B. Adjust for proper operation within manufacturer's published tolerances.

3.04 CLOSEOUT ACTIVITIES

- A. Demonstrate proper operation of equipment to Owner's designated representative.
- B. Demonstration: Demonstrate operation of system to Owner's personnel.
 1. Use operation and maintenance data as reference during demonstration.
 2. Briefly describe function, operation, and maintenance of each component.
- C. Training: Train Owner's personnel on operation and maintenance of system.
 1. Use operation and maintenance manual as training reference, supplemented with additional training materials as required.
 2. Provide minimum of two hours of training.

END OF SECTION

SECTION 260505
SELECTIVE DEMOLITION FOR ELECTRICAL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Electrical demolition.

1.02 RELATED REQUIREMENTS

- A. Section 017000 - Execution and Closeout Requirements: Additional requirements for alterations work.
- B. Section 028400 - Polychlorinate Biphenyl (PCB) Remediation: Removal of equipment and materials containing substances regulated under the Federal Toxic Substances Control Act (TSCA), including but not limited to those containing PCBs and mercury.

1.03 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.

PART 2 PRODUCTS

2.01 MATERIALS AND EQUIPMENT

- A. Materials and equipment for patching and extending work: As specified in individual sections.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify field measurements and circuiting arrangements are as indicated.
- B. Verify that abandoned wiring and equipment serve only abandoned facilities.
- C. Demolition drawings are based on casual field observation.
- D. Beginning of demolition means installer accepts existing conditions.

3.02 PREPARATION

- A. Disconnect electrical systems in walls, floors, and ceilings to be removed.
- B. Coordinate utility service outages with utility company.
- C. Provide temporary wiring and connections to maintain existing systems in service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.
- D. Existing Electrical Service: Maintain existing system in service until new system is complete and ready for service. Disable system only to make switchovers and connections. Minimize outage duration.

3.03 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

- A. Remove, relocate, and extend existing installations to accommodate new construction.
- B. Remove abandoned wiring to source of supply.
- C. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.
- D. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit servicing them is abandoned and removed. Provide blank cover for abandoned outlets that are not removed.
- E. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.
- F. Disconnect and remove abandoned luminaires. Remove brackets, stems, hangers, and other accessories.
- G. Repair adjacent construction and finishes damaged during demolition and extension work.

- H. Maintain access to existing electrical installations that remain active. Modify installation or provide access panel as appropriate.

3.04 CLEANING AND REPAIR

- A. See Section 017419 - Construction Waste Management and Disposal for additional requirements.
- B. Clean and repair existing materials and equipment that remain or that are to be reused.
- C. Panelboards: Clean exposed surfaces and check tightness of electrical connections. Replace damaged circuit breakers and provide closure plates for vacant positions. Provide typed circuit directory showing revised circuiting arrangement.

END OF SECTION

SECTION 260519
LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Single conductor building wire.
- B. Metal-clad cable.
- C. Wiring connectors.
- D. Electrical tape.
- E. Wire pulling lubricant.
- F. Cable ties.

1.02 RELATED REQUIREMENTS

- A. Section 078400 - Firestopping.

1.03 REFERENCE STANDARDS

- A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire; 2013 (Reapproved 2024).
- B. ASTM B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft; 2023.
- C. ASTM B33 - Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes; 2010, with Editorial Revision (2020).
- D. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation; 2004 (Reapproved 2020).
- E. ASTM D3005 - Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape; 2024.
- F. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- G. NECA 120 - Standard for Installing Armored Cable (AC) and Type Metal-Clad (MC) Cable; 2018.
- H. NEMA WC 70 - Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy; 2021.
- I. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- J. UL 44 - Thermoset-Insulated Wires and Cables; Current Edition, Including All Revisions.
- K. UL 83 - Thermoplastic-Insulated Wires and Cables; Current Edition, Including All Revisions.
- L. UL 267 - Outline of Investigation for Wire-Pulling Compounds; Current Edition, Including All Revisions.
- M. UL 486A-486B - Wire Connectors; Current Edition, Including All Revisions.
- N. UL 486C - Splicing Wire Connectors; Current Edition, Including All Revisions.
- O. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape; Current Edition, Including All Revisions.
- P. UL 1569 - Metal-Clad Cables; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate sizes of raceways, boxes, and equipment enclosures installed under other sections with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.

2. Coordinate with electrical equipment installed under other sections to provide terminations suitable for use with the conductors to be installed.
3. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.05 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- D. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store conductors and cables in accordance with manufacturer's instructions.

1.07 FIELD CONDITIONS

- A. Do not install or otherwise handle thermoplastic-insulated conductors at temperatures lower than 14 degrees F (-10 degrees C), unless otherwise permitted by manufacturer's instructions. When installation below this temperature is unavoidable, notify Architect and obtain direction before proceeding with work.

PART 2 PRODUCTS

2.01 CONDUCTOR AND CABLE APPLICATIONS

- A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.
- B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.
- C. Metal-clad cable is permitted only as follows:
 1. Where not otherwise restricted, may be used:
 - a. Where concealed above accessible ceilings for branch circuits up to 20 A.
 - 1) Exception: Provide single conductor building wire in raceway for circuit homerun from first outlet to panelboard.
 2. In addition to other applicable restrictions, may not be used:
 - a. Where not approved for use by the authority having jurisdiction.
 - b. Where exposed to damage.
 - c. For damp, wet, or corrosive locations, unless provided with a PVC jacket listed as suitable for those locations.

2.02 CONDUCTOR AND CABLE GENERAL REQUIREMENTS

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.
- D. Comply with NEMA WC 70.
- E. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.
- F. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.
- G. Conductor Material:

1. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.
 2. Tinned Copper Conductors: Comply with ASTM B33.
- H. Conductor Color Coding:
1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
 2. Color Coding Method: Integrally colored insulation.
 3. Color Code:
 - a. 208Y/120 V, 3 Phase, 4 Wire System:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Phase C: Blue.
 - 4) Neutral/Grounded: White.
 - b. Equipment Ground, All Systems: Green.

2.03 SINGLE CONDUCTOR BUILDING WIRE

- A. Description: Single conductor insulated wire.
- B. Conductor Stranding:
 1. Feeders and Branch Circuits:
 - a. Size 10 AWG and Smaller: Solid.
 - b. Size 8 AWG and Larger: Stranded.
- C. Insulation Voltage Rating: 600 V.
- D. Insulation:
 1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2, except as indicated below.

2.04 METAL-CLAD CABLE

- A. Description: NFPA 70, Type MC cable listed and labeled as complying with UL 1569, and listed for use in classified firestop systems to be used.
- B. Conductor Stranding:
 1. Size 10 AWG and Smaller: Solid.
 2. Size 8 AWG and Larger: Stranded.
- C. Insulation Voltage Rating: 600 V.
- D. Insulation: Type THHN, THHN/THWN, or THHN/THWN-2.
- E. Grounding: Full-size integral equipment grounding conductor.
- F. Armor: Steel, interlocked tape.
- G. Provide PVC jacket applied over cable armor.

2.05 WIRING CONNECTORS

- A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.
- B. Wiring Connectors for Terminations:
 1. Provide terminal lugs for connecting conductors to equipment furnished with terminations designed for terminal lugs.
- C. Do not use insulation-piercing or insulation-displacement connectors designed for use with conductors without stripping insulation.
- D. Do not use push-in wire connectors as a substitute for twist-on insulated spring connectors.

2.06 ACCESSORIES

- A. Electrical Tape:

1. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil (0.18 mm); resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F (-18 degrees C) and suitable for continuous temperature environment up to 221 degrees F (105 degrees C).
- B. Wire Pulling Lubricant:
 1. Listed and labeled as complying with UL 267.
 2. Suitable for use with conductors/cables and associated insulation/jackets to be installed.
 3. Suitable for use at installation temperature.
- C. Cable Ties: Material and tensile strength rating suitable for application.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that interior of building has been protected from weather.
- B. Verify that work likely to damage wire and cable has been completed.
- C. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.
- D. Verify that field measurements are as indicated.
- E. Verify that conditions are satisfactory for installation prior to starting work.

3.02 PREPARATION

- A. Clean raceways thoroughly to remove foreign materials before installing conductors and cables.

3.03 INSTALLATION

- A. Circuiting Requirements:
 1. Unless dimensioned, circuit routing indicated is diagrammatic.
 2. When circuit destination is indicated without specific routing, determine exact routing required.
 3. Arrange circuiting to minimize splices.
 4. Include circuit lengths required to install connected devices within 10 ft (3.0 m) of location indicated.
- B. Install products in accordance with manufacturer's instructions.
- C. Perform work in accordance with NECA 1 (general workmanship).
- D. Install metal-clad cable (Type MC) in accordance with NECA 120.
- E. Installation in Raceway:
 1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
 2. Pull all conductors and cables together into raceway at same time.
 3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
 4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.
- F. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.
- G. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.
- H. Terminate cables using suitable fittings.
 1. Metal-Clad Cable (Type MC):
 - a. Use listed fittings.

- b. Cut cable armor only using specialized tools to prevent damaging conductors or insulation. Do not use hacksaw or wire cutters to cut armor.
- I. Install conductors with a minimum of 12 inches (300 mm) of slack at each outlet.
- J. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.
- K. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.
- L. Make wiring connections using specified wiring connectors.
 - 1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
 - 2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
 - 3. Do not remove conductor strands to facilitate insertion into connector.
 - 4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminates. Do not use wire brush on plated connector surfaces.
- M. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.
- N. Insulate ends of spare conductors using vinyl insulating electrical tape.
- O. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 078400.
- P. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.

END OF SECTION

**SECTION 260529
HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Support and attachment requirements and components for equipment, conduit, cable, boxes, and other electrical work.

1.02 RELATED REQUIREMENTS

- A. Section 260533.13 - Conduit for Electrical Systems: Additional support and attachment requirements for conduits.
- B. Section 265100 - Interior Lighting: Additional support and attachment requirements for interior luminaires.

1.03 REFERENCE STANDARDS

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2024.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2023.
- C. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel; 2023.
- D. MFMA-4 - Metal Framing Standards Publication; 2004.
- E. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

PART 2 PRODUCTS

2.01 SUPPORT AND ATTACHMENT COMPONENTS

- A. General Requirements:
 - 1. Comply with the following. Where requirements differ, comply with most stringent.
 - a. NFPA 70.
 - b. Requirements of authorities having jurisdiction.
 - 2. Provide required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for complete installation of electrical work.
 - 3. Provide products listed, classified, and labeled as suitable for purpose intended, where applicable.
 - 4. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for load to be supported with minimum safety factor of _____. Include consideration for vibration, equipment operation, and shock loads where applicable.
 - 5. Do not use products for applications other than as permitted by NFPA 70 and product listing.
 - 6. Steel Components: Use corrosion-resistant materials suitable for environment where installed.
 - a. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
 - b. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.
- B. Conduit and Cable Supports: Straps and clamps suitable for conduit or cable to be supported.
 - 1. Conduit Straps: One-hole or two-hole type; steel or malleable iron.
 - 2. Conduit Clamps: Bolted type unless otherwise indicated.
- C. Outlet Box Supports: Hangers and brackets suitable for boxes to be supported.
- D. Metal Channel/Strut Framing Systems:

1. Description: Factory-fabricated, continuous-slot, metal channel/strut and associated fittings, accessories, and hardware required for field assembly of supports.
 2. Comply with MFMA-4.
- E. Hanger Rods: Threaded, zinc-plated steel unless otherwise indicated.
- F. Anchors and Fasteners:
1. Unless otherwise indicated and where not otherwise restricted, use anchor and fastener types indicated for specified applications.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive support and attachment components.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install hangers and supports in accordance with NECA 1.
- C. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- D. Unless specifically indicated or approved by Architect, do not provide support from suspended ceiling support system or ceiling grid.
- E. Unless specifically indicated or approved by Architect, do not provide support from roof deck.
- F. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.
- G. Equipment Support and Attachment:
 1. Use metal, fabricated supports or supports assembled from metal channel/strut to support equipment as required.
 2. Use metal channel/strut secured to studs to support equipment surface mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
 3. Use metal channel/strut to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
 4. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.
- H. Secure fasteners in accordance with manufacturer's recommended torque settings.
- I. Remove temporary supports.

END OF SECTION

SECTION 260553
IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Electrical identification requirements.
- B. Identification nameplates and labels.
- C. Warning signs and labels.

1.02 RELATED REQUIREMENTS

- A. Section 260519 - Low-Voltage Electrical Power Conductors and Cables: Color coding for power conductors and cables 600 V and less; vinyl color coding electrical tape.
- B. Section 260573 - Power System Studies: Arc flash hazard warning labels.

1.03 REFERENCE STANDARDS

- A. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- B. UL 969 - Marking and Labeling Systems; Current Edition, Including All Revisions.

PART 2 PRODUCTS

2.01 IDENTIFICATION REQUIREMENTS

- A. Identification for Equipment:
 - 1. Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components.
 - a. Panelboards:
 - 1) Identify ampere rating.
 - 2) Identify voltage and phase.
 - 3) Identify power source and circuit number. Include location when not within sight of equipment.
 - 4) Use typewritten circuit directory to identify load(s) served for panelboards with a door. Identify spares and spaces using pencil.
 - 5) For power panelboards without a door, use identification nameplate to identify load(s) served for each branch device. Do not identify spares and spaces.
 - 2. Available Fault Current Documentation: Use identification label to identify the available fault current and date calculations were performed at locations requiring documentation by NFPA 70 including but not limited to the following.
 - a. Service equipment.
 - b. Industrial control panels.
 - c. Motor control centers.
 - d. Elevator control panels.
 - e. Industrial machinery.
 - 3. Arc Flash Hazard Warning Labels: Comply with Section 260573.
- B. Identification for Conductors and Cables:
 - 1. Color Coding for Power Conductors 600 V and Less: Comply with Section 260519.
 - 2. Use identification nameplate or identification label to identify color code for ungrounded and grounded power conductors inside door or enclosure at each piece of feeder or branch-circuit distribution equipment when premises has feeders or branch circuits served by more than one nominal voltage system.

2.02 IDENTIFICATION NAMEPLATES AND LABELS

- A. Identification Nameplates:
 - 1. Materials:
 - a. Indoor Clean, Dry Locations: Use plastic nameplates.

2. Plastic Nameplates: Two-layer or three-layer laminated acrylic or electrically non-conductive phenolic with beveled edges; minimum thickness of 1/16 inch (1.6 mm); engraved text.
 3. Mounting Holes for Mechanical Fasteners: Two, centered on sides for sizes up to 1 inch (25 mm) high; Four, located at corners for larger sizes.
- B. Identification Labels:
1. Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant.
 2. Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.

2.03 WARNING SIGNS AND LABELS

- A. Comply with ANSI Z535.2 or ANSI Z535.4 as applicable.
- B. Warning Signs:
1. Materials:
 2. Minimum Size: 7 by 10 inches (178 by 254 mm) unless otherwise indicated.
- C. Warning Labels:
1. Materials: Use factory pre-printed or machine-printed self-adhesive polyester or self-adhesive vinyl labels; UV, chemical, water, heat, and abrasion resistant; produced using materials recognized to UL 969.
 2. Machine-Printed Labels: Use thermal transfer process printing machines and accessories recommended by label manufacturer.
 3. Minimum Size: 2 by 4 inches (51 mm by 102 mm) unless otherwise indicated.

PART 3 EXECUTION

3.01 PREPARATION

- A. Clean surfaces to receive adhesive products according to manufacturer's instructions.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install identification products to be plainly visible for examination, adjustment, servicing, and maintenance. Unless otherwise indicated, locate products as follows:
1. Surface-Mounted Equipment: Enclosure front.
 2. Flush-Mounted Equipment: Inside of equipment door.
 3. Free-Standing Equipment: Enclosure front; also enclosure rear for equipment with rear access.
 4. Elevated Equipment: Legible from the floor or working platform.
 5. Branch Devices: Adjacent to device.
 6. Interior Components: Legible from the point of access.
 7. Conductors and Cables: Legible from the point of access.
- C. Install identification products centered, level, and parallel with lines of item being identified.
- D. Secure nameplates to exterior surfaces of enclosures using stainless steel screws and to interior surfaces using self-adhesive backing or epoxy cement.
- E. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.
- F. Mark all handwritten text, where permitted, to be neat and legible.

3.03 FIELD QUALITY CONTROL

- A. See Section 014000 - Quality Requirements, for additional requirements.
- B. Replace self-adhesive labels and markers that exhibit bubbles, wrinkles, curling or other signs of improper adhesion.

END OF SECTION

SECTION 260533.13
CONDUIT FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Galvanized steel rigid metal conduit (RMC).
- B. Galvanized steel intermediate metal conduit (IMC).
- C. Stainless steel intermediate metal conduit (IMC).
- D. Flexible metal conduit (FMC).
- E. Galvanized steel electrical metallic tubing (EMT).
- F. Stainless steel electrical metallic tubing (EMT).

1.02 RELATED REQUIREMENTS

- A. Section 078400 - Firestopping.
- B. Section 260526 - Grounding and Bonding for Electrical Systems.
- C. Section 260529 - Hangers and Supports for Electrical Systems.

1.03 REFERENCE STANDARDS

- A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC); 2025.
- B. ANSI C80.3 - American National Standard for Electrical Metallic Tubing -- Steel (EMT-S); 2020.
- C. ANSI C80.6 - American National Standard for Electrical Intermediate Metal Conduit; 2025.
- D. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- E. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT); 2020.
- F. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2014.
- G. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- H. UL 6 - Electrical Rigid Metal Conduit-Steel; Current Edition, Including All Revisions.
- I. UL 514B - Conduit, Tubing, and Cable Fittings; Current Edition, Including All Revisions.
- J. UL 797 - Electrical Metallic Tubing-Steel; Current Edition, Including All Revisions.
- K. UL 797A - Electrical Metallic Tubing - Aluminum and Stainless Steel; Current Edition, Including All Revisions.
- L. UL 1242 - Electrical Intermediate Metal Conduit-Steel; Current Edition, Including All Revisions.

PART 2 PRODUCTS

2.01 CONDUIT APPLICATIONS

- A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70, manufacturer's instructions, and product listing.
- B. Unless otherwise indicated and where not otherwise restricted, use conduit types indicated for specified applications. Where more than one listed application applies, comply with most restrictive requirements. Where conduit type for particular application is not specified, use galvanized steel rigid metal conduit.
- C. Exposed, Interior, Not Subject to Physical Damage: Use stainless steel intermediate metal conduit (IMC), galvanized steel electrical metallic tubing (EMT), or stainless steel electrical metallic tubing (EMT).
- D. Exposed, Interior, Subject to Physical Damage: Use galvanized steel electrical metallic tubing (EMT).
 - 1. Locations subject to physical damage include, but are not limited to:

- a. Where exposed below 10 feet (3 m) in hangar.

2.02 CONDUIT - GENERAL REQUIREMENTS

- A. Comply with NFPA 70.
- B. Provide conduit, fittings, supports, and accessories required for complete raceway system.
- C. Provide products listed, classified, and labeled as suitable for purpose intended.
- D. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

2.03 GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

- A. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.
- B. Fittings:
 - 1. Nonhazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B or UL 6.
 - 2. Material: Use steel or malleable iron.
 - 3. Connectors and Couplings: Use threaded type fittings only. Threadless fittings, including set screw and compression/gland types, are not permitted.

2.04 GALVANIZED STEEL INTERMEDIATE METAL CONDUIT (IMC)

- A. Description: NFPA 70, Type IMC galvanized steel intermediate metal conduit complying with ANSI C80.6 and listed and labeled as complying with UL 1242.
- B. Fittings:
 - 1. Nonhazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B or UL 1242.
 - 2. Material: Use steel or malleable iron.
 - 3. Connectors and Couplings: Use threaded type fittings only. Threadless fittings, including set screw and compression/gland types, are not permitted.

2.05 STAINLESS STEEL INTERMEDIATE METAL CONDUIT (IMC)

- A. Description: NFPA 70, Type IMC galvanized steel intermediate metal conduit complying with ANSI C80.6 and listed and labeled as complying with UL 1242.
- B. Fittings:
 - 1. Nonhazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B or UL 1242.

2.06 GALVANIZED STEEL ELECTRICAL METALLIC TUBING (EMT)

- A. Description: NFPA 70, Type EMT galvanized steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.
- B. Fittings:
 - 1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
 - 2. Material: Use steel or malleable iron.
 - 3. Connectors and Couplings: Use compression/gland or set-screw type.
 - a. Do not use indenter type connectors and couplings.

2.07 STAINLESS STEEL ELECTRICAL METALLIC TUBING (EMT)

- A. Description: NFPA 70, Type EMT stainless steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797A.
- B. Fittings:
 - 1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
 - 2. Connectors and Couplings: Use compression/gland or set-screw type.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive conduits.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install conduit in accordance with NECA 1.
- C. Galvanized Steel Rigid Metal Conduit (RMC): Install in accordance with NECA 101.
- D. Intermediate Metal Conduit (IMC): Install in accordance with NECA 101.
- E. Conduit Support:
 - 1. Secure and support conduits in accordance with NFPA 70 using suitable supports and methods approved by authorities having jurisdiction; see Section 260529.
 - 2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- F. Connections and Terminations:
 - 1. Use approved zinc-rich paint or conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.
 - 2. Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings or split couplings. Do not use running threads.
 - 3. Use suitable adapters where required to transition from one type of conduit to another.
 - 4. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.
 - 5. Provide insulating bushings, insulated throats, or listed metal fittings with smooth, rounded edges at conduit terminations to protect conductors.
 - 6. Secure joints and connections to provide mechanical strength and electrical continuity.
- G. Penetrations:
 - 1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
 - 2. Make penetrations perpendicular to surfaces unless otherwise indicated.
 - 3. Provide sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
 - 4. Conceal bends for conduit risers emerging above ground.
 - 5. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
 - 6. Make penetrations for roof-mounted equipment within associated equipment openings and curbs where possible to minimize roofing system penetrations. Where penetrations are necessary, seal as indicated or as required to preserve integrity of roofing system and maintain roof warranty.
 - 7. Install firestopping to preserve fire resistance rating of partitions and other elements; see Section 078400.
- H. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:
 - 1. Where conduits cross structural joints intended for expansion, contraction, or deflection.
 - 2. Where conduits are subject to earth movement by settlement or frost.
- I. Conduit Sealing:
 - 1. Use foam conduit sealant to prevent entry of moisture and gases. This includes, but is not limited to:

- a. Where conduits enter building from outside.
 - b. Where service conduits enter building from underground distribution system.
 - c. Where conduits enter building from underground.
 - d. Where conduits may transport moisture to contact live parts.
2. Where conduits cross barriers between areas of potential substantial temperature differential, use foam conduit sealant at accessible point near penetration to prevent condensation. This includes, but is not limited to:
- a. Where conduits pass from outdoors into conditioned interior spaces.
 - b. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.
- J. Provide grounding and bonding; see Section 260526.

3.03 FIELD QUALITY CONTROL

- A. See Section 014000 - Quality Requirements for additional requirements.
- B. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- C. Correct deficiencies and replace damaged or defective conduits.

3.04 CLEANING

- A. Clean interior of conduits to remove moisture and foreign matter.

3.05 PROTECTION

- A. Immediately after installation of conduit, use suitable manufactured plugs to provide protection from entry of moisture and foreign material and do not remove until ready for installation of conductors.

END OF SECTION

SECTION 260533.16
BOXES FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Outlet and device boxes up to 100 cubic inches (1,650 cu cm), including those used as junction and pull boxes.
- B. Cabinets and enclosures, including junction and pull boxes larger than 100 cubic inches (1,650 cu cm).

1.02 RELATED REQUIREMENTS

- A. Section 260529 - Hangers and Supports for Electrical Systems.
- B. Section 262726 - Wiring Devices:
 - 1. Wall plates.

1.03 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- B. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2016.
- C. NEMA EN 10250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2024.
- D. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2014.
- E. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports; 2013 (Reaffirmed 2020).
- F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.
- H. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.
- I. UL 508A - Industrial Control Panels; Current Edition, Including All Revisions.
- J. UL 514A - Metallic Outlet Boxes; Current Edition, Including All Revisions.

PART 2 PRODUCTS

2.01 BOXES

- A. General Requirements:
 - 1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
 - 2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
 - 3. Provide products listed, classified, and labeled as suitable for the purpose intended.
 - 4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
 - 5. Provide grounding terminals within boxes where equipment grounding conductors terminate.
- B. Outlet and Device Boxes Up to 100 cubic inches (1,650 cu cm), Including Those Used as Junction and Pull Boxes:
 - 1. Use sheet-steel boxes for dry locations unless otherwise indicated or required.
 - 2. Use cast iron boxes or cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
 - 3. Use suitable concrete type boxes where flush-mounted in concrete.
 - 4. Use suitable masonry type boxes where flush-mounted in masonry walls.

5. Use raised covers suitable for the type of wall construction and device configuration where required.
 6. Use shallow boxes where required by the type of wall construction.
 7. Do not use "through-wall" boxes designed for access from both sides of wall.
 8. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
 9. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
 10. Boxes for Supporting Luminaires and Ceiling Fans: Listed as suitable for the type and weight of load to be supported; furnished with fixture stud to accommodate mounting of luminaire where required.
 11. Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use field-connected gangable boxes unless specifically indicated or permitted.
 12. Wall Plates: Comply with Section 262726.
- C. Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches (1,650 cu cm):
1. Comply with NEMA EN 10250, and list and label as complying with UL 50 and UL 50E, or UL 508A.
 2. NEMA EN 10250 Environment Type, Unless Otherwise Indicated:
 3. Junction and Pull Boxes Larger Than 100 cubic inches (1,650 cu cm):
 - a. Provide screw-cover or hinged-cover enclosures unless otherwise indicated.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install boxes in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Box Supports:
 1. Secure and support boxes in accordance with NFPA 70 and Section 260529 using suitable supports and methods approved by the authority having jurisdiction.
 2. Provide independent support from building structure except for cast metal boxes (other than boxes used for fixture support) supported by threaded conduit connections in accordance with NFPA 70. Do not provide support from piping, ductwork, or other systems.
- E. Install boxes plumb and level.
- F. Flush-Mounted Boxes:
 1. Install boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that front edge of box or associated raised cover is not set back from finished surface more than 1/4 inch (6 mm) or does not project beyond finished surface.
 2. Install boxes in combustible materials such as wood so that front edge of box or associated raised cover is flush with finished surface.
 3. Repair rough openings around boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that there are no gaps or open spaces greater than 1/8 inch (3 mm) at the edge of the box.
- G. Install boxes as required to preserve insulation integrity.
- H. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.

- I. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 078400.
- J. Close unused box openings.
- K. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.
- L. Provide grounding and bonding in accordance with Section 260526.

3.02 CLEANING

- A. Clean interior of boxes to remove dirt, debris, plaster and other foreign material.

3.03 PROTECTION

- A. Immediately after installation, protect boxes from entry of moisture and foreign material until ready for installation of conductors.

END OF SECTION

**SECTION 260573
POWER SYSTEM STUDIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Short-circuit study.
- B. Arc flash and shock risk assessment.
 - 1. Includes arc flash hazard warning labels.
- C. Criteria for the selection and adjustment of equipment and associated protective devices not specified in this section, as determined by studies to be performed.

1.02 RELATED REQUIREMENTS

- A. Section 260553 - Identification for Electrical Systems: Additional requirements for arc flash hazard warning labels.
- B. Section 262416 - Panelboards.

1.03 REFERENCE STANDARDS

- A. ANSI Z535.4 - American National Standard for Product Safety Signs and Labels; 2023.
- B. IEEE 141 - IEEE Recommended Practice for Electric Power Distribution for Industrial Plants; 1993 (Reaffirmed 1999).
- C. IEEE 242 - IEEE Recommended Practice for Protection and Coordination of Industrial and Commercial Power Systems; 2001, with Errata (2003).
- D. IEEE 399 - IEEE Recommended Practice for Industrial and Commercial Power Systems Analysis; 1997.
- E. IEEE 551 - IEEE Recommended Practice for Calculating Short-Circuit Currents in Industrial and Commercial Power Systems; 2006.
- F. IEEE 1584 - IEEE Guide for Performing Arc-Flash Hazard Calculations; 2018, with Errata (2019).
- G. NEMA MG 00001 - Motors and Generators; 2024.
- H. NETA ATS - Standard for Acceptance Testing Specifications for Electrical Power Equipment And Systems; 2025.
- I. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- J. NFPA 70E - Standard for Electrical Safety in the Workplace; 2024.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Existing Installations: Coordinate with equipment manufacturer(s) to obtain data necessary for completion of studies.
 - 2. Coordinate the work to provide equipment and associated protective devices complying with criteria for selection and adjustment, as determined by studies to be performed.
 - 3. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.
- B. Sequencing:
 - 1. Submit study reports prior to or concurrent with product submittals.
 - 2. Do not order equipment until matching study reports and product submittals have both been evaluated by Architect.
 - 3. Verify naming convention for equipment identification prior to creation of final drawings, reports, and arc flash hazard warning labels (where applicable).

1.05 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Study reports, stamped or sealed and signed by study preparer.

1.06 POWER SYSTEM STUDIES

- A. Scope of Studies:
 - 1. Except where study descriptions below indicate exclusions, analyze system at each bus from primary protective devices of utility source down to each piece of equipment involved, including parts of system affecting calculations being performed (e.g. fault current contribution from motors).
 - 2. Include in analysis alternate sources and operating modes (including known future configurations) to determine worst case conditions.
- B. General Study Requirements:
 - 1. Comply with NFPA 70.
 - 2. Perform studies utilizing computer software complying with specified requirements; manual calculations are not permitted.
- C. Data Collection:
 - 1. Compile information on project-specific characteristics of actual installed equipment, protective devices, feeders, etc. as necessary to develop single-line diagram of electrical distribution system and associated input data for use in system modeling.
 - a. Utility Source Data: Include primary voltage, maximum and minimum three-phase and line-to-ground fault currents, impedance, X/R ratio, and primary protective device information.
 - 1) Obtain up-to-date information from Utility Company.
 - 2) Utility Company: To be determined by Contractor.
 - b. Generators: Include manufacturer/model, kW and voltage ratings, and impedance.
 - c. Motors: Include manufacturer/model, type (e.g. induction, synchronous), horsepower rating, voltage rating, full load amps, and locked rotor current or NEMA MG 00001 code letter designation.
 - d. Transformers: Include primary and secondary voltage ratings, kVA rating, winding configuration, percent impedance, and X/R ratio.
 - e. Protective Devices:
 - 1) Circuit Breakers: Include manufacturer/model, type (e.g. thermal magnetic, electronic trip), frame size, trip rating, voltage rating, interrupting rating, available field-adjustable trip response settings, and features (e.g. zone selective interlocking).
 - 2) Fuses: Include manufacturer/model, type/class (e.g. Class J), size/rating, and speed (e.g. time delay, fast acting).
 - f. Protective Relays: Include manufacturer/model, type, settings, current/potential transformer ratio, and associated protective device.
 - g. Conductors: Include feeder size, material (e.g. copper, aluminum), insulation type, voltage rating, number per phase, raceway type, and actual length.
- D. Short-Circuit Study:
 - 1. Comply with IEEE 551 and applicable portions of IEEE 141, IEEE 242, and IEEE 399.
 - 2. For purposes of determining equipment short circuit current ratings, consider conditions that may result in maximum available fault current, including but not limited to:
 - a. Maximum utility fault currents.
 - b. Maximum motor contribution.
 - c. Known operating modes (e.g. utility as source, generator as source, utility/generator in parallel, bus tie breaker open/close positions).
 - 3. For each bus location, calculate the maximum available three-phase bolted symmetrical and asymmetrical fault currents. For grounded systems, also calculate the maximum available line-to-ground bolted fault currents.

- E. Arc Flash and Shock Risk Assessment:
 - 1. Comply with NFPA 70E.
 - 2. Perform incident energy and arc flash boundary calculations in accordance with IEEE 1584 (as referenced in NFPA 70E Annex D), where applicable.
 - a. Where reasonable, study preparer may assume a maximum clearing time of two seconds in accordance with IEEE 1584, provided that the conditions are such that a worker's egress from an arc flash event would not be inhibited.
 - 3. Analyze alternate scenarios considering conditions that may result in maximum incident energy, including but not limited to:
 - a. Maximum and minimum utility fault currents.
 - b. Maximum and minimum motor contribution.
 - c. Known operating modes (e.g. utility as source, generator as source, utility/generator in parallel, bus tie breaker open/close positions).
- F. Study Reports:
 - 1. General Requirements:
 - a. Identify date of study and study preparer.
 - b. Identify study methodology and software product(s) used.
 - c. Identify scope of studies, assumptions made, implications of possible alternate scenarios, and any exclusions from studies.
 - d. Identify base used for per unit values.
 - e. Include single-line diagram and associated input data used for studies; identify buses on single-line diagram as referenced in reports, and indicate bus voltage.
 - f. Include conclusions and recommendations.
 - 2. Short-Circuit Study:
 - a. For each scenario, identify at each bus location:
 - 1) Calculated maximum available symmetrical and asymmetrical fault currents (both three-phase and line-to-ground where applicable).
 - 2) Fault point X/R ratio.
 - 3) Associated equipment short circuit current ratings.
 - b. Identify locations where the available fault current exceeds the equipment short circuit current rating, along with recommendations.
 - 3. Arc Flash and Shock Risk Assessment:
 - a. For the worst case for each scenario, identify at each bus location:
 - 1) Calculated incident energy and associated working distance.
 - 2) Calculated arc flash boundary.
 - 3) Bolted fault current.
 - 4) Arcing fault current.
 - 5) Clearing time.
 - 6) Arc gap distance.
 - b. For purposes of producing arc flash hazard warning labels, summarize the maximum incident energy and associated data reflecting the worst case condition of all scenarios at each bus location.

1.07 QUALITY ASSURANCE

- A. Study Preparer Qualifications: Professional electrical engineer licensed in the State in which the Project is located and with minimum five years experience in preparation of studies of similar type and complexity using specified computer software.
- B. Computer Software for Study Preparation: Use the latest edition of commercially available software utilizing specified methodologies.

PART 2 PRODUCTS

2.01 ARC FLASH HAZARD WARNING LABELS

- A. Provide warning labels complying with ANSI Z535.4 to identify arc flash hazards for each work location analyzed by the arc flash and shock risk assessment.
 - 1. Materials: Comply with Section 260553.
 - 2. Legend: Provide custom legend in accordance with NFPA 70E based on equipment-specific data as determined by arc flash and shock risk assessment.
 - a. Include the following information:
 - 1) Arc flash boundary.
 - 2) Available incident energy and corresponding working distance.
 - 3) Nominal system voltage.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install arc flash warning labels in accordance with Section 260553.

3.02 FIELD QUALITY CONTROL

- A. See Section 014000 - Quality Requirements, for additional requirements.
- B. Inspect and test in accordance with NETA ATS, except Section 4.
- C. Adjust equipment and protective devices for compliance with studies and recommended settings.
- D. Notify Architect of any conflicts with or deviations from studies. Obtain direction before proceeding.

3.03 CLOSEOUT ACTIVITIES

- A. See Section 017800 - Closeout Submittals, for closeout submittals.
- B. See Section 017900 - Demonstration and Training, for additional requirements.

END OF SECTION

SECTION 262416 PANELBOARDS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Load centers.
- B. Overcurrent protective devices for panelboards.

1.02 RELATED REQUIREMENTS

- A. Section 260526 - Grounding and Bonding for Electrical Systems.
- B. Section 260529 - Hangers and Supports for Electrical Systems.

1.03 REFERENCE STANDARDS

- A. FS W-C-375 - Circuit Breakers, Molded Case; Branch Circuit and Service; 2013e, with Amendments (2022).
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- C. NECA 407 - Standard for Installing and Maintaining Panelboards; 2025.
- D. NEMA PB 1.1 - General Instructions for Proper Installation, Operation and Maintenance of Panelboards Rated 1000V or Less; 2023.
- E. NETA ATS - Standard for Acceptance Testing Specifications for Electrical Power Equipment And Systems; 2025.
- F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. UL 489 - Molded-Case Circuit Breakers, Molded-Case Switches and Circuit Breaker Enclosures; Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for panelboards, enclosures, overcurrent protective devices, and other installed components and accessories.
- B. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- C. Project Record Documents: Record actual installed circuiting arrangements and update existing panel schedule.

PART 2 PRODUCTS

2.01 PANELBOARDS - GENERAL REQUIREMENTS

- A. Provide products listed, classified, and labeled as suitable for the purpose intended.
- B. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
 - 1. Altitude: Less than 6,600 feet (2,000 m).
 - 2. Ambient Temperature:
- C. Short Circuit Current Rating:
- D. Mains: Configure for top or bottom incoming feed as indicated or as required for the installation.
- E. Branch Overcurrent Protective Devices: Replaceable without disturbing adjacent devices.
- F. Bussing: Sized in accordance with UL 67 temperature rise requirements.
 - 1. Provide solidly bonded equipment ground bus in each panelboard, with a suitable lug for each feeder and branch circuit equipment grounding conductor.

- G. Conductor Terminations: Suitable for use with the conductors to be installed.
- H. Enclosures: Comply with NEMA EN 10250, and list and label as complying with UL 50 and UL 50E.
 - 1. Environment Type per NEMA EN 10250: Unless otherwise indicated, as specified for the following installation locations:
 - 2. Boxes: Galvanized steel unless otherwise indicated.
 - a. Provide wiring gutters sized to accommodate the conductors to be installed.
 - 3. Fronts:
 - 4. Lockable Doors: All locks keyed alike unless otherwise indicated.
- I. Future Provisions: Prepare all unused spaces for future installation of devices including bussing, connectors, mounting hardware and all other required provisions.

2.02 OVERCURRENT PROTECTIVE DEVICES

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that the ratings and configurations of the panelboards and associated components are consistent with the indicated requirements.
- C. Verify that mounting surfaces are ready to receive panelboards.
- D. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

- A. Perform work in accordance with NECA 1 (general workmanship).
- B. Install products in accordance with manufacturer's instructions.
- C. Install panelboards in accordance with NECA 407 and NEMA PB 1.1.
- D. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- E. Provide required support and attachment in accordance with Section 260529.
- F. Install panelboards plumb.
- G. Mount panelboards such that the highest position of any operating handle for circuit breakers or switches does not exceed 79 inches (2000 mm) above the floor or working platform.
- H. Provide grounding and bonding in accordance with Section 260526.
- I. Install all field-installed branch devices, components, and accessories.
- J. Provide filler plates to cover unused spaces in panelboards.

3.03 FIELD QUALITY CONTROL

- A. See Section 014000 - Quality Requirements, for additional requirements.
- B. Inspect and test in accordance with NETA ATS, except Section 4.
- C. Correct deficiencies and replace damaged or defective panelboards or associated components.

3.04 ADJUSTING

- A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.
- B. Adjust alignment of panelboard fronts.

3.05 CLEANING

- A. Clean dirt and debris from panelboard enclosures and components according to manufacturer's instructions.

- B. Repair scratched or marred exterior surfaces to match original factory finish.

END OF SECTION

**SECTION 265100
INTERIOR LIGHTING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Interior luminaires.
- B. Emergency lighting units.
- C. Emergency power supply units.

1.02 RELATED REQUIREMENTS

- A. Section 260529 - Hangers and Supports for Electrical Systems.
- B. Section 260533.16 - Boxes for Electrical Systems.
- C. Section 260553 - Identification for Electrical Systems: Identification products and requirements.
- D. Section 260650.16 - Lighting Fixture Schedule.
- E. Section 260918 - Remote Control Switching Devices: Remote controls for lighting, including network lighting controls, programmable relay panels, and remote control switching relays.
- F. Section 262726 - Wiring Devices: Manual wall switches and wall dimmers.

1.03 REFERENCE STANDARDS

- A. IES LM-63 - Approved Method: IES Standard File Format for the Electronic Transfer of Photometric Data and Related Information; 2019 (Reaffirmed 2025).
- B. IES LM-79 - Approved Method: Optical and Electrical Measurements of Solid-State Lighting Products; 2024.
- C. IES LM-80 - Approved Method: Measuring Maintenance of Light Output Characteristics of Solid-State Light Sources; 2021.
- D. NECA/IESNA 500 - Standard for Installing Indoor Commercial Lighting Systems; 2025.
- E. NECA/IESNA 502 - Standard for Installing Industrial Lighting Systems; 2006.
- F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. NFPA 101 - Life Safety Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- H. UL 924 - Emergency Lighting and Power Equipment; Current Edition, Including All Revisions.
- I. UL 1598 - Luminaires; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate the installation of luminaires with mounting surfaces installed under other sections or by others. Coordinate the work with placement of supports, anchors, etc. required for mounting. Coordinate compatibility of luminaires and associated trims with mounting surfaces at installed locations.
 - 2. Coordinate the placement of luminaires with structural members, ductwork, piping, equipment, diffusers, fire suppression system components, and other potential conflicts installed under other sections or by others.
 - 3. Notify Architect of any conflicts or deviations from Contract Documents to obtain direction prior to proceeding with work.

1.05 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings:

1. Provide photometric calculations where luminaires are proposed for substitution upon request.
- C. Product Data: Provide manufacturer's standard catalog pages and data sheets including detailed information on luminaire construction, dimensions, ratings, finishes, mounting requirements, listings, service conditions, photometric performance, installed accessories, and ceiling compatibility; include model number nomenclature clearly marked with all proposed features.
 1. LED Luminaires:
 - a. Include estimated useful life, calculated based on IES LM-80 test data.
 - b. Include IES LM-79 test report upon request.
 2. Provide electronic files of photometric data certified by a National Voluntary Laboratory Accreditation Program (NVLAP) lab or independent testing agency in IES LM-63 standard format upon request.
 3. Ballasts: Include wiring diagrams and list of compatible lamp configurations.
 4. Lamps: Include rated life, color temperature, color rendering index (CRI), and initial and mean lumen output.
 5. Fluorescent Emergency Power Supply Unit: Include list of compatible lamp configurations and associated lumen output.

1.06 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

1.07 DELIVERY, STORAGE, AND PROTECTION

- A. Receive, handle, and store products according to NECA/IESNA 500 (commercial lighting), NECA/IESNA 502 (industrial lighting), and manufacturer's written instructions.
- B. Keep products in original manufacturer's packaging and protect from damage until ready for installation.

1.08 FIELD CONDITIONS

- A. Maintain field conditions within manufacturer's required service conditions during and after installation.

PART 2 PRODUCTS

2.01 LUMINAIRE TYPES

- A. Furnish products as indicated in luminaire schedule included on the drawings.

2.02 LUMINAIRES

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products that are listed and labeled as complying with UL 1598, where applicable.
- C. Provide products listed, classified, and labeled as suitable for the purpose intended.
- D. Unless otherwise indicated, provide complete luminaires including lamp(s) and all sockets, ballasts, reflectors, lenses, housings and other components required to position, energize and protect the lamp and distribute the light.
- E. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, hardware, supports, trims, accessories, etc. as necessary for a complete operating system.
- F. Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.

2.03 EMERGENCY LIGHTING UNITS

- A. Description: Emergency lighting units complying with NFPA 101 and all applicable state and local codes, and listed and labeled as complying with UL 924.
- B. Operation: Upon interruption of normal power source or brownout condition exceeding 20 percent voltage drop from nominal, solid-state control automatically switches connected lamps

to integral battery power for minimum of 90 minutes of rated emergency illumination, and automatically recharges battery upon restoration of normal power source.

- C. Battery:
 - 1. Size battery to supply all connected lamps, including emergency remote heads where indicated.
- D. Diagnostics: Provide power status indicator light and accessible integral test switch to manually activate emergency operation.
- E. Provide low-voltage disconnect to prevent battery damage from deep discharge.

2.04 EMERGENCY POWER SUPPLY UNITS

- A. Description: Self-contained emergency power supply units suitable for use with indicated luminaires, complying with NFPA 101 and applicable state and local codes, and listed and labeled as complying with UL 924.
- B. Compatibility:
- C. Operation: Upon interruption of normal power source, solid-state control automatically switches connected lamps to emergency power supply for minimum of 90 minutes of rated emergency illumination, and automatically recharges battery upon restoration of normal power source.
- D. Diagnostics: Provide accessible and visible multi-chromatic combination test switch/indicator light to display charge, test, and diagnostic status and to manually activate emergency operation.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate conductors in accordance with NFPA 70.
- C. Verify that suitable support frames are installed where required.
- D. Verify that branch circuit wiring installation is completed, tested, and ready for connection to luminaires.
- E. Verify that conditions are satisfactory for installation prior to starting work.

3.02 PREPARATION

- A. Provide extension rings to bring outlet boxes flush with finished surface.
- B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

3.03 INSTALLATION

- A. Coordinate locations of outlet boxes provided under Section 260533.16 as required for installation of luminaires provided under this section.
- B. Install products in accordance with manufacturer's instructions.
- C. Install luminaires securely, in a neat and workmanlike manner, as specified in NECA 500 (commercial lighting) and NECA 502 (industrial lighting).
- D. Provide required support and attachment in accordance with Section 260529.
- E. Install luminaires plumb and square and aligned with building lines and with adjacent luminaires.
- F. Suspended Ceiling Mounted Luminaires:
 - 1. Do not use ceiling tiles to bear weight of luminaires.
 - 2. Do not use ceiling support system to bear weight of luminaires unless ceiling support system is certified as suitable to do so.
 - 3. Secure lay-in luminaires to ceiling support channels using listed safety clips at four corners.

- 4. See appropriate Division 9 section where suspended grid ceiling is specified for additional requirements.
- G. Suspended Luminaires:
 - 1. Install using the suspension method indicated, with support lengths and accessories as required for specified mounting height.
- H. Install accessories furnished with each luminaire.
- I. Bond products and metal accessories to branch circuit equipment grounding conductor.
- J. Emergency Lighting Units:
- K. Fluorescent Emergency Power Supply Units:
- L. Install lamps in each luminaire.

3.04 FIELD QUALITY CONTROL

- A. See Section 014000 - Quality Requirements, for additional requirements.
- B. Inspect each product for damage and defects.
- C. Operate each luminaire after installation and connection to verify proper operation.
- D. Test self-powered exit signs, emergency lighting units, and fluorescent emergency power supply units to verify proper operation upon loss of normal power supply.
- E. Correct wiring deficiencies and repair or replace damaged or defective products. Repair or replace excessively noisy ballasts as determined by Architect.

3.05 CLEANING

- A. Clean surfaces according to NECA 500 (commercial lighting), NECA 502 (industrial lighting), and manufacturer's instructions to remove dirt, fingerprints, paint, or other foreign material and restore finishes to match original factory finish.

3.06 PROTECTION

- A. Protect installed luminaires from subsequent construction operations.

END OF SECTION

**SECTION 265600
EXTERIOR LIGHTING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Exterior luminaires.

1.02 RELATED REQUIREMENTS

- A. Section 260529 - Hangers and Supports for Electrical Systems.
- B. Section 260533.16 - Boxes for Electrical Systems.
- C. Section 260650.16 - Lighting Fixture Schedule.
- D. Section 260923 - Lighting Control Devices.

1.03 REFERENCE STANDARDS

- A. IES LM-63 - Approved Method: IES Standard File Format for the Electronic Transfer of Photometric Data and Related Information; 2019 (Reaffirmed 2025).
- B. IES LM-79 - Approved Method: Optical and Electrical Measurements of Solid-State Lighting Products; 2024.
- C. IES LM-80 - Approved Method: Measuring Maintenance of Light Output Characteristics of Solid-State Light Sources; 2021.
- D. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- E. NECA/IESNA 501 - Standard for Installing Exterior Lighting Systems; 2000 (Reaffirmed 2006).
- F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. UL 1598 - Luminaires; Current Edition, Including All Revisions.
- H. UL 8750 - Light Emitting Diode (LED) Equipment for Use in Lighting Products; Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings:
 - 1. Provide photometric calculations where luminaires are proposed for substitution upon request.
- C. Product Data: Provide manufacturer's standard catalog pages and data sheets including detailed information on luminaire construction, dimensions, ratings, finishes, mounting requirements, listings, service conditions, photometric performance, weight, effective projected area (EPA), and installed accessories; include model number nomenclature clearly marked with all proposed features.
 - 1. LED Luminaires:
 - a. Include estimated useful life, calculated based on IES LM-80 test data.
 - 2. Provide electronic files of photometric data certified by a National Voluntary Laboratory Accreditation Program (NVLAP) lab or independent testing agency in IES LM-63 standard format upon request.
- D. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, installation, and starting of product.

1.05 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

- B. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Receive, handle, and store products according to NECA/IESNA 501 and manufacturer's written instructions.
- B. Keep products in original manufacturer's packaging and protect from damage until ready for installation.

PART 2 PRODUCTS

2.01 LUMINAIRE TYPES

- A. Furnish products as indicated in luminaire schedule included on the drawings.

2.02 LUMINAIRES

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products that are listed and labeled as complying with UL 1598, where applicable.
- C. Provide products listed, classified, and labeled as suitable for the purpose intended.
- D. Unless otherwise indicated, provide complete luminaires including lamp(s) and all sockets, ballasts, reflectors, lenses, housings and other components required to position, energize and protect the lamp and distribute the light.
- E. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, hardware, poles, foundations, supports, trims, accessories, etc. as necessary for a complete operating system.
- F. Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.
- G. Provide luminaires listed and labeled as suitable for wet locations unless otherwise indicated.
- H. LED Luminaires:
 - 1. Components: UL 8750 recognized or listed as applicable.
 - 2. Tested in accordance with IES LM-79 and IES LM-80.
 - 3. LED Estimated Useful Life: Minimum of 50,000 hours at 70 percent lumen maintenance, calculated based on IES LM-80 test data.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate conductors in accordance with NFPA 70.
- C. Verify that suitable support frames are installed where required.
- D. Verify that branch circuit wiring installation is completed, tested, and ready for connection to luminaires.
- E. Verify that conditions are satisfactory for installation prior to starting work.

3.02 PREPARATION

- A. Provide extension rings to bring outlet boxes flush with finished surface.
- B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

3.03 INSTALLATION

- A. Coordinate locations of outlet boxes provided under Section 260533.16 as required for installation of luminaires provided under this section.
- B. Install products in accordance with manufacturer's instructions.

- C. Install luminaires in accordance with NECA/IESNA 501.
- D. Provide required support and attachment in accordance with Section 260529.
- E. Install luminaires plumb and square and aligned with building lines and with adjacent luminaires.
- F. Wall-Mounted Luminaires: Unless otherwise indicated, specified mounting heights are to bottom of luminaire.
- G. Install accessories furnished with each luminaire.
- H. Bond products and metal accessories to branch circuit equipment grounding conductor.
- I. Install lamps in each luminaire.

3.04 FIELD QUALITY CONTROL

- A. See Section 014000 - Quality Requirements, for additional requirements.
- B. Inspect each product for damage and defects.
- C. Operate each luminaire after installation and connection to verify proper operation.
- D. Correct wiring deficiencies and repair or replace damaged or defective products. Repair or replace excessively noisy ballasts as determined by Architect.

3.05 CLEANING

- A. Clean surfaces according to NECA/IESNA 501 and manufacturer's instructions to remove dirt, fingerprints, paint, or other foreign material and restore finishes to match original factory finish.

3.06 PROTECTION

- A. Protect installed luminaires from subsequent construction operations.

END OF SECTION

SECTION 271000 STRUCTURED CABLING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Communications system design requirements.
- B. Communications identification.

1.02 REFERENCE STANDARDS

- A. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- B. TIA-568 (SET) - Commercial Building Telecommunications Cabling Standard Set; 2024.
- C. TIA-606 - Administration Standard for Telecommunications Infrastructure; 2021d.
- D. TIA-607 - Telecommunications Bonding and Grounding (Earthing) for Customer Premises; 2024e.

PART 2 PRODUCTS

2.01 SYSTEM DESIGN

- A. Provide a complete permanent system of cabling and pathways for voice and data communications, including cables, conduits and wireways, pull wires, support structures, enclosures and cabinets, and outlets.
 - 1. Provide fixed cables and pathways that comply with NFPA 70 and TIA-607 and are UL listed or third party independent testing laboratory certified.
 - 2. Provide connection devices that are rated for operation under conditions of 32 to 140 degrees F (0 to 60 degrees C) at relative humidity of 0 to 95 percent, noncondensing.
 - 3. In this project, the term plenum is defined as return air spaces above ceilings, inside ducts, under raised floors, and other air-handling spaces.
- B. Main Distribution Frame (MDF): Centrally located support structure for terminating horizontal cables that extend to telecommunications outlets, functioning as point of presence to external service provider.
 - 1. Locate main distribution frame as indicated on the drawings.
- C. Cabling to Outlets: Specified horizontal cabling, wired in star topology to distribution frame located at center hub of star; also referred to as "links".

2.02 IDENTIFICATION PRODUCTS

- A. Comply with TIA-606.

2.03 SOURCE QUALITY CONTROL

- A. See Section 014000 - Quality Requirements, for additional requirements.
- B. Factory test cables according to TIA-568 (SET).

PART 3 EXECUTION

3.01 INSTALLATION - GENERAL

- A. Comply with Communication Service Provider requirements.
- B. Grounding and Bonding: Perform in accordance with TIA-607 and NFPA 70.

3.02 INSTALLATION OF EQUIPMENT AND CABLING

- A. Cabling:
 - 1. Do not bend cable at radius less than manufacturer's recommended bend radius; for unshielded twisted pair use bend radius of not less than 4 times cable diameter.
 - 2. Do not over-cinch or crush cables.
 - 3. Do not exceed manufacturer's recommended cable pull tension.

4. When installing in conduit, use only lubricants approved by cable manufacturer and do not chafe or damage outer jacket.
- B. Service Loops (Slack or Excess Length): Provide the following minimum extra length of cable, looped neatly:
 1. At Distribution Frames: 120 inches (3000 mm).
- C. Identification:
 1. Use wire and cable markers to identify cables at each end.

3.03 FIELD QUALITY CONTROL

- A. See Section 014000 - Quality Requirements, for additional requirements.
- B. Comply with inspection and testing requirements of specified installation standards.
- C. Visual Inspection:
 1. Inspect cable jackets for certification markings.
 2. Inspect cable terminations for color coded labels of proper type.
 3. Inspect outlet plates and patch panels for complete labels.
- D. Final Testing: After all work is complete, including installation of telecommunications outlets, and telephone dial tone service is active, test each voice jack for dial tone.

END OF SECTION