

SPECIFICATIONS
FOR THE
OXFORD COMMUNITY LOT
PLAYGROUND AND LANDSCAPING PROJECT
BUFFALO, ERIE COUNTY, NEW YORK
DASNY PROJECT ID 27229
June 2026



1219 N. Forest Road
Buffalo, New York 14221

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BIDDING & GENERAL REQUIREMENTS

INVITATION TO BID

Project: Oxford Community Lot – Playground and Landscaping Project

Owner: People, Inc.
1219 N. Forest Rd.
Buffalo, New York 14221

People, Inc. will receive Bids at 1219 N. Forest Rd., Buffalo, New York 14221, until **2:00 PM** local standard time on **July 31, 2026**, for the **Oxford Community Lot – Playground and Landscaping Project**. Bidding Documents not received by the indicated time will not be opened.

Project Description: The project generally includes sitework, playground construction, and landscaping at the Oxford Community Lot, 186 Oxford Avenue, Buffalo, NY 14209, as shown and specified in the contract documents.

A digital copy of the Bid Documents can be obtained by emailing Cindy Wolff (cwolff@nussclarke.com) at Nussbaumer & Clarke, Inc.

All proposals shall be submitted on the forms furnished and the entire volume, including any addenda, shall be submitted in a sealed envelope and addressed to **Brian Smith, People, Inc., 1219 N. Forest Rd., Buffalo, New York 14221**. The Contractor's name, title of the proposal, shall be clearly marked on the outside of the envelope.

Bidders will be required to provide Bid Security according to the requirements in Information to Bidders. Refer to other Bidding requirements as described in Information to Bidders.

The successful bidder will be required to furnish a performance bond and payment bond, each in an amount equal to 100% of the total contract award amount.

Bids must include declaration to the effect that the bidder is not in collusion with any other bidder.

No bidder may withdraw his bid within 45 days after the actual date of opening thereof.

The attention of the bidders is called particularly to the requirements of conditions of employment to be observed and minimum labor rates to be paid under this Contract.

People, Inc. reserves the right to reject any and all bids, to waive any informalities, or to make an award to the lowest responsible bidder on the basis of their total base bid and accepted alternate, if such alternate is included in the proposal form.

People Inc. is a New York State not-for-profit exempt organization. Materials and supplies that will become an integral component of the Project and are purchased for incorporation into the Work shall be purchased on a New York State sales and compensating use tax-exempt basis in accordance with the Contract. Bidders shall exclude New York State and local sales and compensating use taxes on such materials from their bids. The Owner will provide its not-for-profit exemption documentation as required under the Contract for qualifying purchases, and the Contractor shall comply with all procedural requirements to ensure tax-exempt purchasing for materials incorporated into the Project.

Questions regarding the Project should be directed to Nussbaumer & Clarke, Inc., Joseph Evans (716) 827-8000 or by e-mail to jevans@nussclarke.com.

INFORMATION FOR BIDDERS

1. BIDS

- (1) Bids must be submitted on the prescribed forms that are attached hereto.
- (2) All blank spaces in the Bid for lump sum bidding or unit prices and extended totals thereof, must be filled in, and except as otherwise expressly provided in the Bidding Documents, no change is to be made in the phraseology of the Bid or in the items mentioned therein.
- (3) Bids that are illegible or that contain omissions, alteration, additions, or items not called for in the Bidding Documents, may be rejected as informal. In the event any Bidder modifies, limits or restricts all or any part of his Bid in a manner other than that expressly provided for in the Bidding Document, his Bid will be rejected as informal.
- (4) Any Bid may be considered informal which does not contain prices in words and figures in all of the spaces provided, or which is not accompanied by bid security in proper form. In case any price shown in words and its equivalent shown in figures do not agree, the written words may, at the discretion of the Engineer, be considered binding. If unit prices are required and there is a discrepancy in the unit prices and extended totals, the unit prices shall be binding upon the Bidder.
- (5) If the Bid is made by a corporation, the names and places of residence of the President, Secretary and Treasurer shall be given. If by a partnership, the names and places of residence of the partners shall be given. If by a joint venture, the names and addresses of the members of the joint venture. If by an individual, his name and place of residence shall be given.
- (6) Permission will not be given to modify, explain, withdraw, or cancel any Bid or part thereof after the time designated in the Bidding and Contract Documents for the opening of bids.

2. EXAMINATION OF BIDDING CONTRACT DOCUMENTS AND SITE

- (1) Prospective Bidders shall examine the Bidding and Contract Documents carefully, and before bidding, may make a request which shall be in writing to the OWNER, for an interpretation or correction of any ambiguity, inconsistency or error, therein, which should be discovered by a reasonably prudent Bidder. Such interpretation or correction as well as any additional contract provisions the OWNER shall decide to include, will be issued in writing by the Engineer as an addendum, which will be sent by certified mail or delivered to each person recorded as having received a copy of the Bidding and Contract Documents, not later than three (3) days prior to the date specified for the opening of the bids, and which also will be available at the places where the Bidding and Contract Documents are available for inspection by prospective Bidders. Upon such mailing or delivery and making available for inspection, such addendum will become part of the Bidding and Contract Documents, and will be binding on all Bidders, whether or not the Bidder receives or acknowledges the actual notice of it. The requirements contained in all Bidding and Contract Documents shall apply to all addenda.
- (2) Only the written interpretation or correction so given by addendum shall be binding. Prospective Bidders are warned that no officer, agent, or employee of the OWNER is authorized to explain or interpret the Bidding and Contract Documents by any other method, and any such explanation or interpretation, if given, must not be relied upon.
- (3) The attention of persons intending to make proposals is specifically called to that paragraph wherein the Bidder agrees that he has examined the Contract Documents and the site of the work, and has fully informed himself from his location, and other conditions affecting the work to be performed, including the existence of poles, wires, pipes and other facilities and structures of municipal and other public service corporations, on, over or under the site, and that he will make no claim against the

OWNER by reliance upon any estimates, tests or other representations made by any officer or agent of the OWNER with respect to the work to be performed under the Contract. Particular attention is called to the proposal forms which may contain special notes and special specifications at variance with standard plans and specifications.

Whenever subsurface borings or other subsurface information obtained by the OWNER is available for a Bidder's inspection, it is understood that it has been obtained with reasonable care and recorded in good faith with reasonable interpretation placed on the results and character of materials and conditions to be expected. The Bidder must interpret this information according to his own judgment, and not rely upon it as accurately descriptive of subsurface conditions, which may be found to exist. The information is made available to the Bidder only in order that the Bidder may have access to the identical information available to the OWNER.

3. COMPUTATION OF BID

- (1) In computing their bids, Bidders shall exclude New York State and local sales and compensating use taxes for materials and supplies that will become an integral component of the Project and are purchased in accordance with the tax-exempt purchasing procedures set forth in the Contract. Only materials incorporated into the Work qualify for tax-exempt treatment; Contractor remains responsible for any sales or use taxes on non-qualifying items (including, without limitation, tools, equipment, and consumables not incorporated into the Project)

4. NOT USED

5. QUALIFICATIONS OF BIDDERS

- (1) Each Bidder shall upon request of the OWNER, submit on the form furnished by the OWNER, a statement of the Bidder's qualifications, his experience record in constructing the type of improvements embraced in the work, and his organization and equipment available for the work contemplated; and when specifically requested, to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the contract, and the Bidder shall furnish the OWNER all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the OWNER that the Bidder is qualified to carry out properly the terms of the Contract.
- (2) The OWNER reserves the right to consider as unqualified to do the work of general construction, any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this Contract.
- (3) A Bidder must also be prepared, if required by the OWNER, to prove to the satisfaction of the OWNER that he has successfully completed a contract of similar work in an amount of not less than 75% of the amount of his total bid.

6. AWARD OF CONTRACT

- (1) The award of the Contract shall be made to the lowest Bidder who, in the opinion of the OWNER, is qualified to perform the work required and is responsible and reliable. The lowest bid shall be determined by the OWNER on the basis of the gross sum for which the entire work will be performed, arrived at by a correct computation of all the items specified in the bid, therefore, at the lump sum and/or unit price, if any, contained in the bid. When alternate bid items are required in the bid, the OWNER reserves the right to select any alternate or combination of alternates and the contract will be awarded to that responsible Bidder whose bid for the alternate or combination of alternates, selected by the OWNER is the lowest.

- (2) Subject to the right hereinafter reserved, the work will be awarded within forty-five (45) Calendar days after the opening of bids to a single responsible Bidder, or any combination of Bidders whose bid conforms to the requirements of the Bidding Documents.
- (3) The right is reserved, as the interest of the OWNER may require, to reject any bid or all bids and to waive any informality in any bid received. Without limiting the generality of the foregoing:
 - (a) A bid may be rejected if the Bidder failed to furnish the required bid security in the amount of 10% of the bid.
 - (b) A bid may be rejected if the Bidder cannot show to the satisfaction of the OWNER: (1) that he has the necessary capital, skill and experience; or (2) that he owns, controls or can procure the necessary plant and equipment to commence the work at the time prescribed in the Contract, and thereafter to execute and complete the work at the rate, or within the time, specified; (3) that he is not already obligated by the performance of so much other work as likely to delay the commencement, prosecution, or completion of the work contemplated by the Contract.
- (4) The OWNER also expressly reserves the right to reject any bid, if in its opinion, considering the work to be performed, the facts as to the Bidder's business or technical organization, plant, financial and other sources or business experience compared with the work bid upon, justify rejection.
- (5) The award of the Contract shall not be construed as a guarantee by the OWNER that the plant, equipment and the general scheme of operations and other data submitted by the Bidder with or after his bid is either adequate or suitable for the satisfactory performance of the work.

7. REQUIRED BONDS

- (1) The Bidder whose proposal has been accepted will be required to appear at the place and at the time designated by the OWNER, in person; or if a firm or corporation, a legally authorized representative shall so appear, and shall execute the contract within ten (10) calendar days of date of notice of award of contract.
- (2) In addition, the successful Bidder, within the period stipulated in paragraph (1) above, shall procure, execute and deliver to the OWNER and maintain, at his own cost and expense, the following bonds of a surety company approved by the OWNER and authorized to do business in the State of New York as a surety;
 - (a) Performance Bond - in an amount not less than 100% of the total amount payable to the Contractor by the terms of the Contract.
 - (b) Labor and Material Bond - in an amount not less than 100% of the total amount payable to the Contractor by the terms of the Contract.
- (3) Failure or refusal of the Bidder whose proposal is accepted to execute the Contract as hereinbefore provided, shall constitute a breach by such Bidder or the Agreement created by the acceptance of the Proposal, and in such event, the OWNER at its option, may determine that such Bidder has abandoned the Contract. Thereupon such Bidder's Proposal and the OWNER acceptance thereof, shall be null and void, and the OWNER shall be entitled to take action for damages. Such damages shall include the amount of the total contract finally accepted in excess of that of the originally successful Bidder, losses arising from delays in the OWNER's construction program, and all other items of cost to the OWNER resulting from such breach. In the recovery of the damages specified above, the OWNER may proceed against the sum presented by the Bid Guaranty deposited with him, or take such action as the OWNER may deem best in the public interest.

8. ASSIGNMENT

The successful Bidder to whom any Contract shall be let, granted or awarded, shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or of his right, title or interest therein or his power to execute such Contract, to any person or corporation without the prior consent in writing of the OWNER.

9. LABOR LAW

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

- (1) The Contractor will not discriminate against any employee or application for employment because of race, sex, creed, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, sex, creed, color or national origin; such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (2) The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (1) through (7) (hereinafter called "non- discrimination clauses"). If the Contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, sex, creed, color or national origin, and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract, shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.
- (3) The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights, setting forth the substances of the provisions of clauses (1) and (2) and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine.
- (4) The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, sex, creed, color or national origin.
- (5) The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commission for purposes of investigation to ascertain compliance with these non-discrimination clauses, and such sections of the Executive Law and Civil Rights Law.
- (6) This contract may be forthwith cancelled, terminated or suspended in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such findings shall be made by the State Commission for Human Rights after conciliation efforts by

the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

- (7) The Contractor will include the provisions of clauses (1) through (6) in every subcontract purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract, or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a sub-contractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

10. STATE AND LOCAL SALES TAX EXEMPTION

The Contractor's attention is directed to the tax-exempt treatment for materials and supplies that will become an integral component of the Project. Tangible personal property incorporated into the Work and becoming part of the real property of the Owner is exempt from New York State and local sales and compensating use taxes, and such taxes shall not be included in the bid..

11. NOT USED

12. NOT USED

13. WITHDRAWAL OF PROPOSALS

Negligence on the part of the Bidder in preparing his proposal, confers no right for withdrawal of the proposal after it has been opened. Any Bidder upon his properly notarized written request, will be given permission to withdraw his proposal not later than the time set for opening. At this time of opening of the proposals, when such proposal is included, it will be returned to the Bidder, unopened.

End of Information For Bidders

SPECIFICATIONS

GENERAL CONDITIONS

DEFINITIONS

1. MARGINAL NOTES, ETC. - Title headlines, running headlines, and marginal notes are printed hereon merely for convenience and shall not be deemed to be any part of this Contract for any purpose whatsoever.

Whenever the following words and expressions are used in these specifications, it is understood that they have the meaning defined below.

CONTRACTOR - The person or persons or corporation performing the Contract.

OWNER - People, Inc.

ENGINEER - A representative retained by OWNER.

CALENDAR DAY - Every day shown on the calendar.

CONTRACT DOCUMENTS - All Plans, Bidding Sheets, Shop Drawings (upon final approval), clarification or revision drawings and all specifications, including Proposal, Agreement, Performance Bonds, Insurance's, Technical Specifications, Addenda, Easements, and other permits, codes and regulations governing the work directly or indirectly in whatever manner, together with all provisions required by Law, whether inserted in the Specifications or not.

SUPERVISION - Shall mean inspection of work, Engineering during construction, field and office work necessary to keep the OWNER informed and protected, and to permit the Contractor to proceed with the work within the terms of the Contract Documents. It shall not in any way mean, imply or indicate either directly or indirectly, any responsibility on the part of the OWNER and/or Engineers for determination and/or direction of the methods employed in the progress of the work which shall remain the sole responsibility of the Contractor, except where such methods would contravene the intent of the Contract Documents. In such case, the OWNER and/or Engineers may employ sanctions as provided in the Contract Documents, without prejudice to the contract in any way.

DATE OF FINAL ACCEPTANCE - Shall be that date upon which final payment shall be approved. Such date will also be the date on which the period of various guarantees shall commence.

WORK - The term "WORK" is used to designate the work, equipment, materials and things required to be done, furnished, or performed by the Contractor, under the Specifications attached hereto.

2. SPECIFICATIONS - The following directions, requirements, etc, together with all agreements made or to be made pertaining to the method of performing the work and the quantity and quality of the materials.

CONTRACT AGREEMENT - The agreement covering the performance of the work and the furnishing of labor and materials in the construction of the work. The Contract Documents shall include the advertisement for proposals; the Contractor's proposal; the Agreement; Specifications; the Plans, and Addenda to specifications, and all provisions required by law to be inserted in the Contract, whether actually inserted or not.

MATERIALS AND METHODS - All materials and methods used in the various parts of this project shall meet the New York State Department of Transportation Standard Specifications of January 2, 1995, or latest addendum, which are hereby incorporated by reference, except as modified by Specifications.

TON - Short ton of 2,000 pounds.

STREET - That strip of land reserved for the traveling public and bounded by the property lines of adjacent owners.

3. SILENCE OF SPECIFICATIONS - The apparent silence of specifications as to any details of the apparent omission of a detailed description concerning any work to be done or materials to be furnished, shall be regarded as meaning that only the best standard practice is to prevail, and that only material and workmanship of first quality is to be used in this connection, and all interpretations of these specifications shall be made on this basis.
4. ACCURACY OF PLANS AND SPECIFICATIONS - The detail plans and specifications for the Contract have been prepared with care and are intended to show as clearly as is practicable, the work required to be done. The Contractor must realize, however, that construction details cannot always be accurately anticipated, and that in executing the work, field conditions may require reasonable minor modifications in the details of plans and quantities of work involved. Work under all items in the Contract, must be carried out to meet these field conditions to the satisfaction of the Engineer, and in accordance with these instructions and the Contract specifications.
5. LINES AND GRADES - The Engineer will set suitable stakes and marks showing the locations and elevations of the various parts of the work, but the Contractor shall provide such stakes and labor and shall be undertaken until such stakes and labor and assistance as the Engineer may require in setting the same. No work shall be undertaken until such stakes and marks shall have been set by the Engineer. The Contractor shall take due and proper precautions for the preservation of these stakes and marks, and shall see to it that the work at all times proceeds in accordance therewith. The Contractor shall brush out survey lines as directed by the Engineer in advance of all survey work, in order to permit accurate and unimpeded work by the survey parties.
6. SITE INVESTIGATION - The Contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, ground water table or similar physical conditions at the site, the conformation and condition of the ground, the character, quality and quantity of surface and subsurface materials to be encountered, the character of equipment and facilities needed prior to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this Contract. Any failure by the Contractor to acquaint himself with all the available information concerning these conditions, will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work.
7. BORINGS AND SUBSURFACE DATA - The Contractor may examine the logs of soundings, borings, rock cores and other sub-surface data, if available, by making a request therefore to the Engineer. Such data is offered in good faith solely for the purpose of placing the Contractor in receipt of all information available, and in no event is to be considered a part of the Contract Documents. The Contractor must interpret such data according to his own judgment and acknowledges that he is not relying upon the same as accurately describing the sub-surface conditions which may be found to exist. The Contractor further acknowledges that he assumes all risk contingent upon the nature of the sub-surface conditions to be actually encountered by him in performing the work covered by the Contract, even though such actual conditions may result in the Contractor performing more or less work than he originally anticipated.
8. ALTERATIONS AND OMISSIONS - The said work shall be performed in accordance with the true intent and meaning of the Contract Documents without any further expense of any nature whatsoever to the OWNER other than the consideration named in this agreement.

The OWNER reserves the right, at any time during the progress of the work, to alter the plans or omit any portion of the work, as it may deem reasonably necessary for the public interest; making allowances for additions and deductions at the prices named in the proposal for this work without constituting grounds for any claim by the Contractor for allowance for damages, or for loss of anticipated profits, or for any variations between the approximate quantities and the quality of the work as done.

9. DAMAGES TO WORK - The Contractor further agrees that all damages of whatever nature resulting from the work or resulting to the work during its progress from whatever cause, shall be borne and sustained by him and that all the work shall be solely at his risk, until it has been finally inspected and accepted by the OWNER.
10. PATENTED DEVICES, MATERIAL AND PROCESSES - It is mutually understood and agreed that the Contract prices are to include all royalties and costs arising from patents, trademarks and copyrights in any way involved in the work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters, patent or copyright, the Contractor shall indemnify and save harmless the OWNER from any and all claims for infringement by reason of the use of any such patented design, device, material or process to be performed under the Contract, and shall indemnify the said OWNER for any cost, expenses and damages which it may be obliged to pay by reason of any such infringement, at any time during the execution or after the completion of the work.
11. EQUIVALENT MATERIALS AND EQUIPMENT - Whenever in any of the Contract Documents, an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or approved equal", if not inserted, shall be implied. The specific article, material or equipment mentioned shall be understood as indicating the type, function, minimum standard of design efficiency and quality desired, and shall not be construed in such a manner as to exclude manufacturers' products of comparable quality, design and efficiency.

Other manufacturers' products will be accepted provided sufficient information is submitted to the Engineer to determine that the products proposed are equivalent to those named.

Whenever material or equipment is submitted for approval as being equal to that specified, the Engineer shall make the decision as to whether or not such material or equipment is equal to that specified.

Upon rejection of any material or equipment submitted as the equivalent of that specifically named in the Contract, the Contractor shall immediately proceed to furnish the designated material or equipment.

Neither the approval by the Engineer of alternate material or equipment as being equivalent to that specified, nor the furnishing of the material or equipment specified, shall in any way relieve the Contractor of responsibility for failure of the material or equipment, due to faulty design, material, or workmanship, to perform the functions required of them by the Specifications.

12. STANDARD SPECIFICATIONS -

- (a) Whenever reference is made to any published standards, codes or standard specifications, it shall mean the latest standard code, specification or tentative specification of the technical society, organization or body referred to, which is in effect at the date of invitation for bids. Where specified articles, sections, paragraphs or other subdivisions of the referenced publications are not stated, the referenced publication shall apply in full.
- (b) The following is a partial list of typical abbreviations which may be used in the specifications, and the organizations to which they refer:

AAN	American Association of Nurserymen
AAR	Association of American Railroads
AASHO	American Association of State Highway Officials
AASHTO	American Association of State Highway & Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AGC	Associated General Contractors of America
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute

AOAC	Association of Official Agricultural Chemists
API	American Petroleum Institute
ARA	American Railway Association
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscaping Architects
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
AWPA	American Wood-Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
Fed. Spec.	Federal Specifications
FHWA	The Federal Highway Administration
FSS	Federal Specifications and Standards, General Services Administration
MUTCD	Manual of Uniform Traffic Control Devices
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NYSDOT	New York State Department of Transportation
SAE	Society of Automotive Engineers
SPN	Standardized Plant Names adopted by the American Joint Committee on Horticultural Nomenclature and in effect on the date of advertisement of bids.
USASI	United States of American Standards Institute

12.1 SUBMITTAL PROCEDURES

- A. Coordination: The contractor shall coordinate the preparation and processing of submittals with performance of construction activities. The contractor shall transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 1. The contractor shall coordinate each submittal with fabrication, testing, delivery, other submittals and related activities that require sequential activity.
 2. The contractor shall coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination. The Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.
 1. Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals, or if required specifically by the Specifications. The Engineer will promptly advise the contractor when a submittal being processed must be delayed for coordination.
 2. If an intermediate submittal is necessary, process the same as the initial submittal.
 3. Allow two weeks for reprocessing each submittal.
 4. No extension of Contract Time will be authorized because of failure to transmit submittals to the Engineer sufficiently in advance of the Work to permit processing.
- C. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
 1. Provide a space about 4" x 5" on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 2. Include the following information on the label:
 - a. Project name
 - b. Date
 - c. Name and address of Engineer.
 - d. Name and address of contractor.

- e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Number and title of appropriate Specification Section
 - i. Drawing number and Detail references, as appropriate.
 - D. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Engineer using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.
- 12.2 CONTRACTOR'S CONSTRUCTION SCHEDULE
- A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart type contractor's construction schedule. Submit within 30 days of Notice to Proceed.
- 12.3 SHOP DRAWINGS
- A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.
 - B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
 - 1. Dimensions.
 - 2. Identifications of products and materials included.
 - 3. Compliance with specific standards.
 - 4. Notation of coordination requirements.
 - 5. Notation of dimensions established by field measurement.
 - 6. Sheet size: Except for templates, patterns and similar full-size drawings, submit Shop drawings on sheets at least 8½" x 11" but no larger than 36" x 48".
 - 7. Submittal: Submit one correctable translucent reproducible print, four blue or black line prints for the Engineer's review.
 - 8. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.
- 12.4 PRODUCT DATA
- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings".
 - 1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
 - a. Manufacture's printed recommendations.
 - b. Compliance with recognized trade association standard.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.
 - 2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
 - 3. Submittals: Submit 5 copies of each required submittal: submit 2 additional copies where required for maintenance manual.
 - 4. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
 - a. Do not proceed with installation until an applicable copy of Product Data applicable

- is in installer's possession.
- b. Do not permit use of unmarked copies of Product Data in connection with construction.

12.5 **ENGINEER'S ACTION**

- A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Engineer will review each submittal, mark to indicate action taken, and return promptly.
- 1. Compliance with specified characteristics is the contractor's responsibility.

13. **ERRORS AND DISCREPANCIES**

- (a) Should any error, discrepancy or inconsistency appear or occur in drawings or specifications or in work performed by other contractors employed by the OWNER, the Contractor before proceeding with the work, shall notify the Engineer for proper adjustment, and in no case shall he proceed with the work until advised by the Engineer. The drawings are intended to agree with the specifications. Should any discrepancies arise between them, the Contractor shall request clarification from the Engineer, and any determinations made by the Engineer in this connection shall be final and conclusive. Where work is shown diagrammatically on the drawings, the Contractor shall be responsible for the proper arrangement and coordination of the work to avoid interference with adjacent work.

14. **ENGINEER'S DECISIONS** - The Engineer will, within a reasonable time after presentation to him, make decisions in writing on all matters relating to the interpretation of the Contract Documents.

15. **SUPERINTENDENCE** - The Contractor shall keep on the work during its progress, a competent Superintendent and any necessary assistants, all satisfactory to the Engineer. The Superintendent shall not be changed except with the consent of the Engineer, unless the Superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The Superintendent shall represent the Contractor in his absence, and all directions given to him, verbally or otherwise, shall be as binding as if given to the Contractor. The Engineer will confirm important oral directions to the Contractor in writing. Other oral directions will be so confirmed on written request of the Contractor. The Contractor shall give efficient supervision to the work using his best skill and attention. The Engineer shall not be responsible for the acts or omissions of the Superintendent or his assistant.

16. **OBSERVATION OF WORK** - If the specifications, the Engineer's instructions, laws or ordinances, or any public authority requires any work to be specially tested or approved; the Contractor shall give the Engineer timely notice of its readiness for observation, and if the observation is by an authority other than the Engineer, of the date fixed for such observation. If any work should be covered up without approval or consent of the Engineer, it shall, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.

At any time during the progress of the work, and up to the date of final acceptance, the Engineer shall have the right to reject any work, which does not conform to the requirements of the Contract Documents, even though such work has been previously inspected and paid for. Any omissions or failure on the part of the Engineer to disapprove or reject any work or materials at the time of inspection shall not be construed as an acceptance of any defective work or materials. If any work or materials shall be condemned by the Engineer as defective or improperly done, such work shall be removed and replaced, or the defects otherwise remedied in a manner satisfactory to the Engineer, and consistent with the intent of the Contract.

17. BARRICADES, WARNING SIGNS AND LIGHTS

- (a) The Contractor shall provide, erect and maintain as necessary, strong and suitable barricades, danger signs and warning lights along all areas accessible to the public, as required to insure safety to the public.
- (b) In addition, the Contractor shall provide and maintain such other warning signs and barricades in other areas as may be required for the safety of those employed in the work or visiting site.
- (c) The Contractor shall provide and pay for necessary watchmen and others as required to protect work and materials, and as required to permit the safe operation of pedestrian and vehicular traffic at all times.
- (d) The Contractor shall not restrict access to any private road, driveway by open trenches, or the storage of materials or excavated material. The Contractor shall provide and maintain suitable temporary crossings over open ditches at all private roads and driveways.

18. MAINTENANCE OF TRAFFIC -During the progress of the work, the Contractor shall accommodate both vehicular and pedestrian traffic as provided in these specifications and as indicated on the drawings. In the absence of specific requirements, he shall maintain such traffic. Access to fire hydrants, water and gas valves shall always be maintained. The Contractor's truck and equipment operations on public streets shall be governed by all local traffic ordinances and regulations of the Fire and Police Department, the Department of Public Works, Department of Parking and Traffic, and the New York State Department of Transportation, when applicable.

Small street openings necessary for manholes, alignment holes, sewer connections, etc., will be permitted. Such holes shall not be open longer than necessary and shall be protected in accordance with the requirements of the local Department of Public Works, Department of Parking and Traffic, and the New York State Department of Transportation, when applicable, and any traffic detouring necessary shall be done to the satisfaction of the Departments. Openings shall be covered with steel plates at pavement level secured in place at times that work is not being performed.

Detouring of traffic shall be done in accordance with the requirements of local Department of Public Works, Department of Parking and Traffic and the New York State Department of Transportation, when applicable.

Where streets are partially obstructed, the Contractor shall place and maintain temporary driveways, ramps, bridges and crossings which in the opinion of the Engineer, are necessary to accommodate the public. In the event of the Contractor's failure to comply with the foregoing provisions, the Owner may, with or without notice, cause the same to be done and deduct the cost of such work from any monies due or to become due the Contractor, under this Contract, but the performance of such work by the Owner, or at his insistence, shall serve in no way to release the Contractor from his liability for the safety of the traveling public.

The Contractor shall provide flagmen, warning lights, signs and barricades necessary to direct and protect vehicular and pedestrian traffic.

The Contractor shall inform the local Fire and Police Departments in advance of his program of street obstruction and detours, so that the Fire and Police Department can set up plans for servicing the area in case of any emergency. He shall, also, notify the Department of Public Works, and the New York State Department of Transportation, when applicable, at least one week prior to obstructing any street and obtain necessary permits.

19. TIME OF COMPLETION

- (a) The work to be completed under this Contract shall be commenced within ten (10) days after the date of Notice to Proceed.

- (b) The entire work shall be completed within **90 (ninety) calendar days** from the date of commencement of said work.
- (c) Failure to complete the work within the time stipulated in this Article, including extensions granted thereto as determined by the OWNER, shall entitle the OWNER to deduct from the monies due, or about to become due to the Contractor, an amount equal to \$500 (five hundred dollars), for each calendar day of delay in the completion of the work, said sum being fixed and agreed as Liquidated Damages which the OWNER will suffer by reason of such delay and not as a penalty.

20. **PROGRESS PAYMENTS** - On or before the last calendar day of the month, the Contractor shall submit a progress payment request, together with supporting data and computations, as are deemed necessary by the Engineer, to determine the accuracy of the request. Failure of the Contractor to submit a request, or lack of complete and accurate supporting data, shall be sufficient reason for withholding payment until such omissions or errors are corrected.

Payment requests may, at the discretion of the Engineer, include a payment of material or equipment not incorporated in the work, but delivered and suitably stored at or near the site. Payment requests for materials or equipment shall be accompanied by such supporting data, satisfactory to the Engineer, as will establish the OWNER's title to the material and equipment, and protect the OWNER's interest therein, including applicable insurance.

The Contractor shall have the full continuing responsibility to install such materials and equipment, protect them from fire, theft, vandalism, the effects of the elements, and any other damage whatsoever; and forthwith repair, replace and make good any damage thereto without cost to the OWNER until such time as the work covered by the Contract is fully accepted by the OWNER. Such transfer of title shall in no way affect any of the Contractor's obligations under the Contract. In the event that after title has passed to the OWNER, any of such materials or equipment are rejected as being defective or otherwise unsatisfactory, title to all such materials and equipment shall be deemed to have been transferred back to the Contractor.

The request for payment shall be submitted on a form supplied by the Engineer, and must show the total value of work completed to date of request.

On the basis of an approved progress payment request, the OWNER will, not later than the 45th calendar day after submittal make a progress payment to the Contractor. To insure proper performance of the Contract, the OWNER shall retain five percent (5%) of the amount of each estimate, until final completion and acceptance of all work covered by the Contract. The progress payment shall not constitute an acceptance of the work.

21. **ACCEPTANCE AND FINAL PAYMENT** - Upon completion of the work under the terms of the Contract and notification of the Engineer by the Contractor that the work is ready for final inspection and acceptance, the Engineer shall make the final inspection. When the Engineer finds the work acceptable under the terms of the Contract and has been presented all claims for extra work and materials, the Engineer shall, within thirty (30) days make a Final Estimate of the work done, and certify in writing the amount due the Contractor; and if the work is accepted by the OWNER, the OWNER shall pay the amount so certified. The date of the final estimate shall establish the date of acceptance of the work, and the date of the beginning of the guarantee for such work hereunder. The OWNER shall retain from such final payment an amount equal to two times the value of any remaining items to be completed.

Acceptance and final payment for such remaining items of work shall be in the manner provided herein for acceptance and final payment for the major portions of the Contract work.

Unless otherwise provided in this agreement, by State law or otherwise expressly agreed to by the parties to this agreement, final payment under this agreement or settlement upon termination of this agreement shall not constitute a waiver of the owner's claims against the Contractor of his sureties under this agreement or applicable performance and payment bonds.

22. DIRECTIONS OF THE ENGINEER - It is further agreed that so long as any lawful or proper direction concerning the work or materials given by the Engineer or his representatives shall remain uncomplied with, the Contractor shall not be entitled to have any estimate made for the purpose of payment, nor shall any estimate be rendered on account of work done or material furnished, until such lawful or proper direction aforesaid has been fully and satisfactorily complied with.
23. DEDUCTIONS FOR UNCORRECTED WORK - If the Engineer and OWNER deem it expedient to correct work damaged or done not in accordance with the Contract, an equitable deduction from the Contract Sum shall be made therefore.
24. RIGHT TO USE WORK - The OWNER shall have the right to take possession of or use any part of the completed or partly completed work before final acceptance. Such possession or use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents.
25. CLAIMS FOR DAMAGES - The Contractor shall not be entitled to any claim for damages from hindrance or delay or from any cause whatsoever during the progress of the work or any part thereof, but such hindrance or delay may entitle said Contractor to an extension of time of the completion of the work.
26. AUTHORITY FOR EXTRAS - No allowance shall be made to the Contractor for extra work unless he has a written order from the Engineer authorizing such extra work, and unless the same, together with the prices thereof, are approved by the Engineer and the OWNER, and in every case where such extra work should be concealed from view when completed, it shall be measured at the time of excavation by the Engineer or his Deputy, and the Contractor shall give the Engineer time or notice to enable him to see such work before it is concealed from view.
- 26A. PAYMENT FOR WORK - Written notice of claims for Extra Work shall be given by the Contractor within ten (10) days after receipt of instructions from the Owner to proceed with the Extra Work, and also before any work is commenced, except in emergency endangering life or property. No claim shall be valid unless so made. In all cases, the Contractor's itemized estimate sheets showing all labor and material shall be submitted to the Owner. The Owner's order for Extra Work shall specify any extension of the Contract Time and one of the following methods or payment:
- (a) Unit prices or combinations of unit prices which formed the basis of the original Contract.
 - (b) Engineer will issue a written change order describing details of change and request Contractor acceptance and total cost of such change prior to accomplishing the work involved in the change.
 - (c) A lump sum based on the Contractor's estimate and accepted by the Owner.
 - (d) Actual cost plus 10 percent (10%) for overhead and 10% profit. Actual costs are defined as follows:
 - (1) Labor costs, including time of foreman while engaged directly upon extra work.
 - (2) Labor, insurance, and taxes.
 - (3) Materials and supplies actually used on the work.
 - (4) Associated General Contractors of America standard rental rates on each piece of equipment having a value in excess of \$100. Equipment and tools of lesser value are considered "small tools", and as such, are considered to be part of overhead.
 - (e) Where the quantity of work with respect to any item that is covered by a unit price differs materially and significantly from the quantity of such work indicated in the Contract Documents, an appropriate Change Order shall be issued on recommendation of ENGINEER to adjust the unit price.

27. PAYMENTS WITHHELD - The Engineer may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary in his reasonable opinion to protect the OWNER from loss on account of:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims.
- (c) Failure of the Contractor to make payments properly to subcontractors or for material of labor.
- (d) A reasonable doubt that the Contract can be completed for the balance then unpaid.
- (e) Damage to another contractor.

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

28. CORRECTION OF WORK BEFORE FINAL PAYMENT

- (a) Contractor shall promptly remove from the premises, all materials condemned by the Engineer as failing to meet Contract requirements, whether incorporated in the work or not; and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the OWNER, and shall bear the expense of making good all work of other Contractors destroyed by such removal or replacement.
- (b) If the Contractor does not remove such condemned work and materials within ten (10) days after written notice, the OWNER may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within (10) days time thereafter, the OWNER may upon ten (10) days written notice, sell such materials at auction or at private sale and shall pay to the Contractor the net proceeds thereof, after deducting all costs and expenses that should have been born by the Contractor.

29. GUARANTEE PERIOD

- (a) At the completion and acceptance of the work, the Contractor shall submit to the OWNER duplicate copies of the general guarantee for the entire work. The guarantee shall be unconditional and cover all labor, material and equipment furnished. All guarantees shall be written in a form satisfactory to the OWNER.
- (b) The Contractor shall remedy any defective work appearing within one (1) year from the date of acceptance of the work, and shall pay for any damages caused by such defective equipment, work, or materials or occasioned in correcting the same.
- (c) If any defects occur within the guarantee period, the Contractor shall within three (3) days after receipt of notification of such defect, take the necessary action to correct such defects. The correction of any defects in equipment, materials and workmanship, which may develop during the guarantee period, shall be at the expense of the Contractor. If the Contractor fails to comply with the requirements of this paragraph within the time stated, the OWNER may have the corrective work done and charge the Contractor therefore.

30. OWNER'S RIGHT TO TERMINATE AND/OR COMPLETE CONTRACT

Should the Contractor become insolvent, or should he refuse or neglect to execute the work in a proper manner and as directed by the OWNER, or otherwise fail in the performance of any of his obligations under this contract and surety after proper request fails to complete the Contract, then the OWNER, upon the certification of the Engineer that sufficient cause exists to justify such action, and after giving the contractor and his surety seven (7) days written notice, may, without prejudice to any of the right or remedy, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such cases, no further payment shall be made to the Contractor until the work is completed. At which time, if the unpaid balance of the Contract Price shall exceed the expenses of finishing the work, such excess shall be paid to the Contractor. Should such expense

exceed the unpaid balance, the Contractor and his sureties shall pay the difference to the OWNER. The OWNER shall audit and certify the expense incurred by him in finishing the work and the damage incurred through the Contractor's fault.

31. CONTRACTOR'S LIABILITY INSURANCE

- (a) The Contractor shall secure and maintain such insurance policies as will protect himself, his sub-contractors, and unless otherwise specified, the OWNER from claims for bodily injuries, death or property damage which may arise from operations under this Contract, whether such operations be by himself or by any sub-contractor or anyone employed by them directly or indirectly. The following insurance policies are required:
 - (1) Statutory Workmen's Compensation - Proof **must** be submitted that the contractor has obtained the required Workers' Compensation and disability benefits. (State Forms C-105.2 and DB-120.1 or Form U-26.3, and Form SI-12 or DB-155) If the contractor is not required by law to provide Workers' Compensation and/or disability benefits he must submit State Form C-105.21.
 - (2) Contractor's Public Liability should be referred to as Commercial General Liability (with the limits shown in the document) and will include as Additional Insured on behalf of Owner and any other party required on a primary and non-contributory basis for ongoing and completed operations for a period of three years following acceptance by the Owner.
 - (3) Contractor's Protective Public Liability covering operation of subcontractors, with same limits.
 - (4) Automobile Liability for bodily injury and property damage covering owned, non-owned or hired autos with limits as stated; policy will include as Additional Insured on behalf of Owner and any other party required.
 - (5) Prior to the storage or use of explosives, the contractor shall provide evidence of increase in limits of Public Liability, Property Damage and Contractor's Protective Public Liability Insurance to: Bodily Injury \$1,000,000 each accident; Property Damage \$500,000 each accident.
 - (6) Builders Risk Policy providing property protection for the Owner and all other parties required in the amount equal to the full completed contract price.
 - (7) Commercial Umbrella/Excess Liability Policy with limits of a minimum of \$5,000,000 per occurrence; \$5,000,000 aggregate with following form Additional Insured endorsement on behalf of Owner and any other required party on a primary and non-contributory basis.
- (b) Binders of such insurance shall be filed with the OWNER prior to start of work and shall be subject to approval for adequacy of protection. Said Certificates of Insurance shall contain a ten (10) day notice of cancellation in favor of the OWNER.

32. OWNER'S LIABILITY INSURANCE - For the duration of this Contract, the Contractor shall maintain insurance in the name of the OWNER and Engineer for the same limits of liability and containing the same specific endorsements which the Contractor places on the insurance required in paragraph 31. This insurance shall conform to the requirements and restrictions imposed by paragraph 31. Original and one certified copy of the policy shall be filed with the OWNER.

33. SURETY BONDS - The Contractor shall furnish and pay for surety bonds each in an amount at least equal to 100 percent (100%) of the contract price as security for the faithful performance of the contract, and for the payment to all persons performing labor and furnishing materials in connection with the contract. The surety shall be in such form or forms as the OWNER may prescribe and with such sureties as he may approve.

The Surety shall guarantee that the contractor shall remedy any defective work appearing within one (1) year from the date of acceptance of the work, and shall pay for any damages caused by such defective equipment, work or materials or occasioned in correcting the same under the terms of the Contract.

34. LIENS AND OUTSTANDING DEBTS - Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the OWNER a complete release of all liens arising out of this Contract, or receipts in full in lien thereof, and if required in either case, an affidavit which certifies so far as he has knowledge or information that the release and receipts include all the labor and materials for which a lien could be filed; but the contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the OWNER, to indemnify the OWNER against any lien. Upon request of the OWNER, the Contractor shall at his own expense, by bonding it or otherwise, secure the prompt discharge of any lien or liens which may be filed against the property as a result of this Contract. Before the final payment is made for the work completed under this Contract, the Contractor shall submit evidence satisfactory to the OWNER, that all payrolls, material bills and other indebtedness connected with the work have been paid.

35. ADDITIONAL ENGINEERING EXPENSE - In the event that the Engineer is required to provide additional engineering services as a result of Contractor's errors, omissions or failure to conform to the requirements of the Contract Documents, or if the Engineer is required to examine and evaluate any changes proposed by the Contractor solely for the convenience of the Contractor, then the Engineer's expense in connection with such additional services shall be paid to OWNER by the Contractor.

36. RESPONSIBILITY FOR ADJOINING STRUCTURES - The Contractor shall assume full responsibility for the protection of all pavements, curbs, bridges, railroads, poles and any other surface structures, and all water mains, sewers, telephone, gas mains, and other underground services and structures along and near the work which may be affected by his operations, and shall indemnify, defend and save harmless the OWNER against all damages or alleged damages to any such structure arising out of his work. The Contractor shall be responsible for notifying the Utilities sufficiently in advance of any contemplated work, and shall obtain from the Utility accurate locations of their facilities. All such structures shall be maintained in good working order at all times during the progress of the work. If necessary, they shall be shored up in a manner suitable to the Engineer.

If the contractor for any reason removes the whole or part of any culvert, subdrain, drain pipe or other subsurface structure, same shall be replaced at the expense of the Contractor to a condition equal to that existing before operations started and to the satisfaction of the Engineer. No additional item of payment will be made by virtue of the expense incurred by the Contractor for this purpose, and the Contractor shall take this into consideration when preparing his bid.

If the material from the excavation in any way becomes lodged in any culvert, drain or gutter, said material shall be removed and the culvert, drain and gutter restored to its original condition at the expense of the Contractor.

37. PROTECTION OF TREES AND SHRUBBERY - No trees or shrubbery of any kind shall be removed or destroyed by the Contractor without the written permission of the Engineer, and the Contractor will be held fully responsible for any damages caused by his work to adjoining trees and shrubs. Ample precautions shall be taken by the Contractor to protect such trees and shrubs as are to remain in place by surrounding them with fences or other protection before construction work begins. Shrubby that has to be removed shall be preserved and replaced in a manner acceptable to the Engineer.

Any trees or shrubbery damaged that are not in the actual trench line shall be replaced by the Contractor at his own expense. If, in the opinion of the Engineer, a tree which is in the line of the trench can be saved by tunneling, the Contractor shall tunnel under such tree or trees, doing all the work necessary as directed by the Engineer. Trees indicated to be removed are within three (3) feet of the trench center line. Wherever possible, trees shall be saved. No additional item of payment will be made for the work so ordered.

38. FINAL RESTORATION - The Contractor shall restore any and all objects and areas, which are disturbed in any way as a result of the project, to a condition at least equal to the condition of quality and quantity which existed prior to the project, in accordance with the respective items of the contract, the requirements of the Engineer, the requirements of the OWNER Street Department and the reasonable request of the property owners involved. The cost of final restoration shall be included in the various items of the Contract, or as otherwise noted.
39. SUNDAY AND NIGHT WORK - The normal work week is Monday through Friday between the hours of 8 a.m. and 5 p.m. Ordinarily, no other work shall be carried on which will require the presence of the Engineer or an inspector, except with written request to, and permission of the Engineer.
40. PROGRESS SCHEDULE - The Contractor shall submit for approval immediately after execution of the Agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work.
41. CERTIFICATE OF COMPLETION - A Certification of proper completion of the Contract, prepared by the Engineer, shall be issued and signed by the Engineer and the Contractor prior to issuance of Final Payment and shall include a full release by the Contractor and his Subcontractors for any and all claims against the OWNER.
42. CERTIFIED PAYROLLS - The contractor shall submit weekly for each week in which any contract work that is performed a certified copy of all payrolls to the OWNER. This information may be submitted in any form desired - Form WH-347 is available for this purpose and may be obtained from the OWNER. The prime contractor is responsible for the submission of certified copies of payrolls by all subcontractors.
43. CONTRACTOR'S LICENSE - Prior to starting construction the Contractor awarded the project shall have a OWNER Contractor's License. This license is available at the OWNER Building Inspection Department upon completion of the license application, proof of insurance and Workman's Compensation and payment. The license is valid from January through December of the year issued. Proof of insurance shall be a Certificate of insurance in the amounts listed in the General Conditions, Paragraph 31. Form C-105.2 must be submitted for proof of Workers' Compensation.
44. PRE-CONSTRUCTION CONFERENCE & PROGRESS MEETINGS
- A. The Contractor shall schedule a pre-construction conference and organizational meeting at the OWNER or at another convenient location prior to commencement of construction activities. The Contractor shall conduct the meeting to review responsibilities and personnel assignments.
 - B. Attendees: Authorized Representatives of the Owner, the Engineer, Architect and their consultants, the Contractor and its superintendent, major subcontractors, manufacturers, suppliers, and other concerned parties shall be represented at the conference. All participants at the conference shall be familiar with the project and authorized to conclude matters relating to the Work.
 - C. Agenda: Discuss items of significance that could affect progress including such topics as:
 - 1. Tentative construction schedule.
 - 2. Critical Work sequencing.
 - 3. Designation of responsible personnel.
 - 4. Procedures for processing field decisions and Change Orders.
 - 5. Procedures for processing Applications for Payment.
 - 6. Distribution of Contract Documents.
 - 7. Submittal of Shop Drawings, Product Data and Samples.
 - 8. Preparation of record documents.
 - 9. Use of premises.
 - 10. Parking available.
 - 11. Office, Work and storage areas.
 - 12. Equipment deliveries and priorities.
 - 13. Safety procedures.
 - 14. First aid.
 - 15. Security.
 - 16. Housekeeping.

17. Working hours.
18. Subcontractors.
19. Preliminary schedule of Shop Drawings and Samples.
20. Minority Business Enterprise Goals.
21. Co-ordination with other contractors.
22. Insurance in force.
23. Contractor's Schedule of Values.

- D. Progress Meetings: The Contractor shall conduct progress meetings at the Project site at regularly scheduled intervals. Notify the Owner and Engineer of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request.

End of General Conditions



Kathy Hochul, Governor

Roberta Reardon, Commissioner

People Inc.

Michael Marino
Nussbaumer & Clarke, Inc.
3556 Lake Shore Road
Suite 500
Buffalo NY 14219

Schedule Year 2025 through 2026
Date Requested 06/08/2026
PRC# 2026016257

Location Oxford Community Lot
Project ID# 24j1-0056
Project Type Oxford Community Lot. Playground installation and Landscaping Project

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

People Inc.

Michael Marino
Nussbaumer & Clarke, Inc.
3556 Lake Shore Road
Suite 500
Buffalo NY 14219

Schedule Year 2025 through 2026
Date Requested 06/08/2026
PRC# 2026016257

Location Oxford Community Lot
Project ID# 24j1-0056
Project Type Oxford Community Lot. Playground installation and Landscaping Project

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

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

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

Social Security Numbers on Certified Payrolls:

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

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

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

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

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

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

Effective June 23, 2020

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

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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



Required Notice under Article 25-B of the Labor Law

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

The law says that you are an employee unless:

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

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

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

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

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

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

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

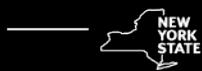
Penalties for paying workers off the books or improperly treating employees as independent contractors:

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

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

Employer Name:

IA 999 (09/16)



Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

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

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

Chapter 629 of
the Labor Laws
of 2007:

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



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

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

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

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

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

Payrolls and Payroll Records

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

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

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

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

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

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

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

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

Shift Work

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

Paid Prenatal Leave

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

Apprentice Training Ratios

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

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

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

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

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

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

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

Erie County General Construction

Boilermaker

06/01/2026

JOB DESCRIPTION Boilermaker

DISTRICT 12

ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Chemung, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Schuylers, 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**
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*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***
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**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

06/01/2026

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, Schuylers, 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

06/01/2026

JOB DESCRIPTION Carpenter - Building

DISTRICT 12

ENTIRE COUNTIES

Erie

PARTIAL COUNTIES

Cattaraugus: Townships of Persia and Perrysburg

WAGES

Per hour: 07/01/2025 07/01/2026

Building: Additional
\$4.00/Hr

Carpenter \$ 34.97

Certified Welder 35.97

Hazardous Waste Worker 36.47

Diver-Wet Day*** 61.25

Diver-Dry Day 35.97

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) \$ 29.66

Diver(s) 29.66

OVERTIME PAY

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

HOLIDAY

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	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour worked:

1st	2nd	3rd	4th
\$12.80	\$12.80	\$15.40	\$15.40

12-276B-Cat

Carpenter - Building / Heavy&Highway

06/01/2026

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
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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
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2-42AtSS

Carpenter - Heavy&Highway

06/01/2026

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 12

ENTIRE COUNTIES

Erie

WAGES

Per hour:	07/01/2025	07/01/2026 Additional
Carpenter	\$ 43.08	\$2.65
Certified Welder	48.08	
Hazardous Waste Worker	45.58	
Pile Driver	43.08	
Pile Driver Welder	48.08	

Piledriver Hazardous W W	45.58
Diver-Wet Day	68.08
Diver-Dry Day & Tender	44.08
Effluent & Slurry Diver-Wet Day	102.12
Effluent & Slurry Diver-Dry Day	66.12

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 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
	201' 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)	\$ 32.85
Pile Driver(s)	32.85
Diver(s)	32.85

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
65%	70%	75%	80%

Pile Driver Apprentice (1300hour terms at percentage of Pile Driver Rate)

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

Supplemental benefits Carpenter/Pile Driver per hour worked:

1st	2nd	3rd	4th
\$ 19.95	\$ 20.61	\$ 22.83	\$ 23.49

12-276HH-Erie

Electrician

06/01/2026

JOB DESCRIPTION Electrician

DISTRICT 3

ENTIRE COUNTIES

Erie

PARTIAL COUNTIES

Cattaraugus: Only the Townships of Ashford, East Otto, Ellicottville, Farmersville, Freedom, Franklinville, Lyndon, Machias, Mansfield, New Albion, Otto, Perrysburg, Persia and Yorkshire.

Genesee: Only the Townships of Alabama, Alexander, Darien, Oakfield, Pembroke and that portion of the Towns of Batavia and Elba that are west of Little Tonawanda Creek; Tonawanda Creek; the City limits of Batavia (in effect prior to Feb. 1, 1970) and State Highway 98 north of the City of Batavia, then north on Highway 98 to the Orleans County line.

Wyoming: Only the Townships of Arcade, Attica, Bennington, Eagle, Java, Orangeville, Sheldon and Wethersfield.

WAGES

Per hour:	07/01/2025	06/01/2026	05/31/2027
		Additional	Additional
Electrician*	\$ 44.50	\$4.50	\$5.50

* Includes teledata work

Additional \$0.50/hr in shafts over 25 ft. deep and in underground tunnels over 75 ft. long.

Additional \$0.75/hr for work on toothpicks, structural steel, temporary platforms, swinging scaffolds, boatswain chairs, smoke stacks or water towers 30 ft above the floor or for work on rolling scaffolds and ladders over 50 ft.

Additional \$1.50/hr for Cable Splicers on such work as lead, and shielded cable and splices or terminations on cable 5KV and above.

Additional \$1.00/hr for Hot work (Atomic plants).

Additional \$2.00/hr for work on radio, TV, light towers and floating platforms or climbing ladders in excess of 100 ft. high.

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

SUPPLEMENTAL BENEFITS

Per hour:

\$ 33.38*

* NOTE - add 6% of the posted straight time or applicable premium wage rate.

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:

Hour terms at the following wages:

0 to 1000 to 2000 to 3500 to 5000 to 6500 to 8200

\$ 22.25 \$ 26.70 \$ 28.95 \$ 31.15 \$ 33.40 \$ 37.85

Supplemental benefits per hour:

0 to 2000 to 6500 to 8200

\$ 15.05* \$ 26.40* \$ 33.38*

* NOTE - add 6% of the posted straight time or applicable premium wage rate.

3-41

Elevator Constructor

06/01/2026

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**06/01/2026****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:

Journeyman 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**06/01/2026****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

06/01/2026

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

Ironworker**06/01/2026****JOB DESCRIPTION** Ironworker**DISTRICT** 3**ENTIRE COUNTIES**

Niagara

PARTIAL COUNTIES

Erie: Only that portion of the Township of Grand Island north of Whitehaven Road.
Orleans: Only the Townships of Ridgeway, Shelby and Yates.

WAGES

Per hour: 07/01/2025

Structural	\$ 36.25
Ornamental	36.25
Reinforcing	36.25
Rigger & Mach. Mover	36.25
Pre-Engineered	36.25
Fence Erector	36.25
Pre-Cast Erector	36.25
Welder	36.25
Window Erector	36.25

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: \$ 34.94

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 term	\$ 21.50
2nd term	23.50
3rd term	25.50
4th term	27.50

Supplemental benefits per hour:

1st term	\$ 13.78
2nd term	21.87
3rd term	23.02
4th term	24.18

3-9

Laborer - Building**06/01/2026****JOB DESCRIPTION** Laborer - Building**DISTRICT** 3

ENTIRE COUNTIES

Erie

PARTIAL COUNTIES

Cattaraugus: Only the Townships of Perrysburg and the Village Gowanda.

WAGES

CLASS A: Basic, Safety Man, Flagman, Tool Room Man, Nurseryman, Demolition Worker, Top Man, Wrecker, IBC Barriers Except on Structures, Guard Rail, Asphalt Shovelers, Foundation Laborer over 8' in Depth, Hod Carriers, Plaster Tender, Plaster Scaffold Builder, Pneumatic Gas, Electric Tool Operator including all forms of Busters, Jackhammers and Chipping Guns, Steel Burners.

CLASS B: Mortar Mixer, Asphalt Smoothers, Pneumatic Gas, Electric Tool Operator including all forms of Busters, Jackhammers and Chipping Guns over 8' in depth.

CLASS C: Worker on any Swing Scaffold, Blaster, Plumbing Laborer, Wagon Drill Operator, Bottomman (caisson or cofferdam), Laser Setter, Asphalt Rakers, Asphalt Screed Man.

CLASS D: Stone Cutter, Curb Setter and Flag Layer.

CLASS E: Asbestos Removal, Deleader.

CLASS F: Hazardous Waste Worker.

*For wearing of replaceable cartridge respirator in excess of 2 hours per day - add \$1.00 to Group A rate.

Per hour:	07/01/2025	07/01/2026
Building Laborer:		Additional
CLASS A	\$ 32.83	\$1.75
CLASS B	33.00	\$1.75
CLASS C	33.11	\$1.75
CLASS D	33.58	\$1.75
CLASS E	34.33	\$1.75
CLASS F	34.83	\$1.75

SUPPLEMENTAL BENEFITS

Per hour:
\$ 29.00

OVERTIME PAY

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

HOLIDAY

Paid: See (22) 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 1500 to 3000 to 4000
70% 80% 90%

Supplemental benefits per hour:

\$ 29.00

3-210b

Laborer - Heavy&Highway

06/01/2026

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 3

ENTIRE COUNTIES

Erie

WAGES

Heavy/Highway Laborer:

GROUP A: Basic, Drill Helper, Flagman, Outboard and Hand Boats, Demolition Worker, Nurseryman, IBC Barriers (except on structures), Guard Rails, Road Markers.

GROUP B: Grade Checker, 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, Tail or Screw Operator on Asphalt Paver, Water Pump Operators (2" and Single Diaphragm), Nozzle (Asphalt, Gunite, 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 and Laser Man.

GROUP C: All Rock or Drilling Machine Operators (Except Quarry Master and Similar Type), Acetylene Torch Operators, Asphalt Raker, Powderman and Welder.

GROUP D: Blasters, Curb and Flatwork Formsetter not on structures, Stone or Granite Curb Setters and Stone Cutter.

Per hour:	07/01/2025	07/01/2026
Heavy/Highway Laborer:		Additional
GROUP A	\$ 37.66	\$2.25
GROUP B	37.86	\$2.25
GROUP C	38.06	\$2.25
GROUP D	38.26	\$2.25

For all Deleader & Asbestos work add \$1.50 to Group A rate.

For all Hazardous waste work add \$2.00 to Group A rate.

For wearing of replaceable cartridge respirator in excess of 2 hours per day - add \$1.00 to Group A rate.

Sewer/Water Laborer:

GROUP A: Basic, Flagman, Top man, Wreckers.

GROUP B: Foundation, Plaster tender, Scaffold bootman, Pneumatic, gas, electric, tool operator, jackhammer, chipping guns.

GROUP C: Mortar Mixer, over 8 ft. in depth.

GROUP D: Pavement formsetter, Steelburner, Caisson, Wagon Drill Oper., PipeLayer, Swing Scaffold.

GROUP E: Utility pave driver, Laser operator.

GROUP F: Blaster.

Per hour:	07/01/2025
Sewer/Water Laborer:	
GROUP A	\$ 37.66
GROUP B	37.76
GROUP C	37.81
GROUP D	37.91
GROUP E	38.26
GROUP F	38.66

For all Deleader & Asbestos work add \$1.50 to Group A rate.

For all Hazardous waste work add \$2.00 to Group A rate.

SHIFT WORK

An additional \$4.00 per hour is required when an irregular work shift starting any time from 3:30PM to 1:00AM is mandated either in the job specification or by the contracting agency.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 30.40

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:

Hour terms at the following percentage of Journeyman's wage:

0	to 1500	to 3000	to 4000
70%	80%	90%	

Supplemental benefits per hour:

\$ 30.40

3-210h

Laborer - Tunnel

06/01/2026

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 3

ENTIRE COUNTIES

Erie

WAGES

CLASS A: Mole Nipper, Powder Handler, Changehouse Attendant and Top Laborer.

CLASS B: Air Spade, Jackhammer, Pavement Breaker.

CLASS C: Top Bell.

CLASS D: Bottom Bell, Side or Roofbelt Driller, Maintenance men, Burners, Block Layers, Rodmen, Caulkers, Miners helper, Trackmen, Nippers, Derailmen, Electrical Cablemen, Hosemen, Groutmen, Gravelmen, Form Workers, Movers and Shaftmen, Conveyor men.

CLASS E: Powder Monkey.

CLASS F: Blasters, Ironmen and Cement Worker, Miner, Welder, Heading Driller.

CLASS G: Steel Erectors, Piledriver, Rigger.

Per hour: 07/01/2025

Tunnel Laborer:

CLASS A \$ 39.16

CLASS B 39.31

CLASS C 39.41

CLASS D 39.91

CLASS E 40.01

CLASS F 40.41

CLASS G 40.66

For all Deleader & Asbestos work add \$1.50 to Class A rate.

For all Hazardous waste add \$2.00 to Class A rate.

For wearing of replaceable cartridge respirator in excess of 2 hours per day - add \$1.00 to Group A rate.

SHIFT WORK

An additional \$4.00 per hour is required when a single irregular work shift starting any time from 3:30PM to 1:00AM is mandated either in the job specification or by the contracting agency.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 30.40

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:

Hour terms at the following percentage of Journeyman's wage:

0 to 1500 to 3000 to 4000
70% 80% 90%

Supplemental benefits per hour:

\$ 30.40

3-210t

Lineman Electrician

06/01/2026

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

06/01/2026

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

06/01/2026

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
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All terms:	\$ 27.65*	\$ 28.40*	\$ 29.53*	\$ 30.66*
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* Plus 7% of the hourly wage paid. The 7% is based on straight time or premium time.

6-1249a-LT

Lineman Electrician - Tree Trimmer

06/01/2026

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*
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* 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**06/01/2026**

JOB DESCRIPTION Mason - Building**DISTRICT** 3**ENTIRE COUNTIES**

Erie, Niagara

PARTIAL COUNTIES

Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour: 07/01/2025

Plasterer \$ 33.05

Additional \$3.00/hr for work on swing stage over 20 feet.

SUPPLEMENTAL BENEFITS

Per hour: \$ 25.09

OVERTIME PAY

Exterior work only 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

Wages per hour:

Hour terms at the following dollar amounts:
07/01/2025

0-2000	\$ 20.00
2000-4000	\$ 22.00
4000-6000	\$ 24.00
6000-8000	\$ 26.00

Supplemental benefits per hour:

Hour terms at the following dollar amounts:

0-2000	\$ 3.00
2000-4000	\$ 4.00
4000-8000	\$ 5.00

3-9-Pltr

Mason - Building**06/01/2026**

JOB DESCRIPTION Mason - Building**DISTRICT** 5**ENTIRE COUNTIES**

Erie, Niagara

PARTIAL COUNTIES

Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES

Per Hour: 07/01/2025

Building:

Bricklayer \$ 39.44

Stone Mason 39.44

Tuck Pointer 39.44

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 33.64

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:

1250 hour terms at the following wage:

1st	2nd	3rd	4th
\$ 29.97	\$ 30.89	\$ 33.21	\$ 36.38

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 13.78	\$ 20.19	\$ 25.20	\$ 29.37

5-3B-Z3

Mason - Building / Heavy&Highway

06/01/2026

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 3

ENTIRE COUNTIES

Erie

PARTIAL COUNTIES

Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour: 07/01/2025

Cement Mason \$ 33.65

Additional \$0.25 per hr for Swing scaffold or exterior scaffold 42' or higher.

Additional \$1.00 per hr when required to wear respirator.

SUPPLEMENTAL BENEFITS

Per hour: \$ 33.22

OVERTIME PAY

See (B, E, Q, V) 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 dollar amounts:

1st	2nd	3rd	4th	5th	6th
\$ 20.19	\$ 21.87	\$ 23.56	\$ 25.24	\$ 26.92	\$ 28.60

Supplemental benefits per hour:

1st	2nd	3rd	4th	5th	6th
\$ 8.86	\$ 11.86	\$ 11.80	\$ 15.05	\$ 17.20	\$ 20.54

3-111Erie

Mason - Heavy&Highway

06/01/2026

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

06/01/2026

JOB DESCRIPTION Mason - Tile Finisher

DISTRICT 5

ENTIRE COUNTIES

Erie, Niagara, Orleans

PARTIAL COUNTIES

Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour: 07/01/2025

Building:

Marble, Slate, Terrazzo \$ 35.71
and Tile Finisher

SUPPLEMENTAL BENEFITS

Per hour: \$ 19.47

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:

1200 hours 1st and 2nd term and 1300 hours 3rd term at the following wage:

1st	2nd	3rd
\$ 22.57	\$ 25.74	\$ 29.22

Supplemental benefits per hour:

1st	2nd	3rd
\$ 10.44	\$ 12.81	\$ 14.87

5-3TF - Z3

Mason - Tile Setter**06/01/2026**

JOB DESCRIPTION Mason - Tile Setter**DISTRICT** 5**ENTIRE COUNTIES**

Erie, Niagara, Orleans

PARTIAL COUNTIES

Cattaraugus: Only in the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour: 07/01/2025

Building:

Marble, Slate, Terrazzo
and Tile Setter \$ 38.85**SUPPLEMENTAL BENEFITS**

Per hour: \$ 33.73

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:

1250 hour terms at the following wage:

1st	2nd	3rd	4th
\$ 29.48	\$ 30.30	\$ 32.32	\$ 36.14

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 13.97	\$ 20.43	\$ 25.69	\$ 29.16

5-3TS - Z3

Millwright**06/01/2026**

JOB DESCRIPTION Millwright**DISTRICT** 6**ENTIRE COUNTIES**

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

WAGES

THE FOLLOWING RATE APPLIES TO ANY GAS/STEAM TURBINE AND OR RELATED COMPONENT WORK, INCLUDING NEW INSTALLATIONS OR MAINTENANCE AND ANY/ALL WORK PERFORMED WITHIN THE PROPERTY LIMITS OF A NUCLEAR FACILITY.

Per hour: 07/01/2025

Millwright -
Power Generation \$ 47.00

NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive an additional \$1.75 per hour provided they are directed to perform Certified Welding.
- If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) is required, then that employee shall receive an additional \$1.50 per hour.
- An employee performing the work of a machinist shall receive an additional \$2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker \$ 28.45*

*NOTE: Subject to OT premium

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES

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

Appr. 1st year	65%*
Appr. 2nd year	75%*
Appr. 3rd year	80%*
Appr. 4th year	90%*

*NOTE: Additional premium for the following work listed below:

Certified Welder	\$ 1.75
Hazardous Waste Work	1.50
Machinist	2.00
Underground (500' and below)	1.00

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 11.95
Appr. 2nd year	23.50
Appr. 3rd year	25.15
Appr. 4th year	26.80

6-1163Power

Millwright

06/01/2026

JOB DESCRIPTION Millwright

DISTRICT 12

ENTIRE COUNTIES

Erie, Genesee, Niagara

WAGES

Per hour: 07/01/2025

Building	\$ 42.23
Heavy & Highway*	\$ 45.73

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

-*H/H work performed on hazardous waste sites where employees are required to wear protective gear shall receive an additional \$2.00 per hour.

- If a building work site has been declared a hazardous site and the use of protective gear (including, at a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a \$1.50 premium per hour.

- Certified Welders shall receive \$1.75 per hour in addition to the current Millwright's rate provided he/she is directed to perform certified welding.

- An employee performing work on site as a machinist shall receive \$2.00 per hour in addition to the current Building & Heavy Millwright's rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.

- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour Paid:

All Classifications	\$ 32.29
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OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

1300 hour terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
65%	75%	80%	90%

Supplemental Benefits per hour worked:

1st	2nd	3rd	4th
\$11.95	\$26.19	\$28.22	\$30.26

12-1163-Gen/Erie/Nia

Operating Engineer	06/01/2026
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JOB DESCRIPTION Operating Engineer

DISTRICT 12

ENTIRE COUNTIES

Cattaraugus, Chautauqua, Erie, Niagara, Orleans, Wyoming

PARTIAL COUNTIES

Genesee: The portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

WAGES

7/01/2025

Per Hour:

Concrete Pump \$47.38

ADDITIONAL:

Pumps from
46-65 meters \$4.25/HR
Hazardous Work Site \$2.50/HR

SUPPLEMENTAL BENEFITS

Per Hour: \$33.10
At Time and a Half \$37.55
At Double Time \$42.30

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

12-17Pump

Operating Engineer - Building	06/01/2026
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JOB DESCRIPTION Operating Engineer - Building

DISTRICT 12

ENTIRE COUNTIES

Cattaraugus, Chautauqua, Erie, Niagara, Orleans, Wyoming

PARTIAL COUNTIES

Genesee: Only that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

WAGES

CLASS A: Air Hoist, All Boom Type Equipment, All Pans and Carry-Alls, Archer Hoist, Asphalt Curb and Gutter Machines, Asphalt Roller, Asphalt Spreader or Paver, Automatic Fine Grade Machine (CMI or similar, first and second operator), Backhoe and Pullhoe, Backhoe and Pullhoe (tractor mounted, rubber tired), Back Filling Machine, Belt Placer (CMI or similar type), Bending Machine (Pipe), Bituminous Spreader and Mixer, Blacktop Plants (Automated and Non-automated), Blast or Rotary Drill (Truck or Track Mounted), Blower for Burning Brush, Boiler (when used for power), Boom Truck (excluding pick-up and delivery), Boring Machine, Bulldozer, Cableway, Cage Hoist, Caisson Auger, Central Mix Plant (and all concrete batching plants), Cherry Picker, Concrete Cleaning Decontamination Machine Operator, Concrete Curb and Gutter Machine, Concrete Curing Machine, Concrete Cutters (Vermeer or Similar Type), Concrete Mixer (over 1/2 cu yd.), Concrete Pavement Spreaders and Finishers, Concrete Paver, Conveyor, Core Drill, Crane, Crusher, Decon of Equipment, Derrick, Dragline, Dredge, Drill Rig (Tractor Mounted), Dual Drum Paver, Electric Pump used in conjunction with Well Point Systems, Elevating Grader (self propelled or towed), Elevator, Excavator (all purpose, hydraulically operated), Farm Tractor with Accessories, Fine Grade Machine, Forklift, Front End Loader, Generator (10 outlets or more), Gradall, Grader, Grout or Gunite Machine, Head Tower, Heavy Equipment Robotics Operator/Mechanic, Helicopter (when used for hoisting), Hoist (one drum), Hoisting Engine, Horizontal Directional Drill Locator, Horizontal Directional Drill Operator, Hydraulic Boom, Hydraulic Hammer (self-propelled), Hydraulic Pipe Jack Machine (or similar type machine), Hydraulic Rock Expander (or similar type machine), Hydraulic System Pumps, Hydro Crane, Hydro Hammer (or similar type), Industrial Tractor, Jersey Spreader, Kolman Plant Loader (and similar type loaders), Laser Screed, Locomotive, Lubrication Truck, Maintenance Engineer, Maintenance, Lubrication Unit or Truck, Mine Hoist, Mixer for Stabilized Base (self-propelled), Monorail, Motorized Hydraulic Pin Puller, Motorized Hydraulic Seeder, Mucking Machine, Mulching Machine, Multiple Drum Hoist (more than one drum in use), Overhead Crane, Peine Crane (or similar type), Pile Driver, Plant Engineer, Pneumatic Mixer, Post Hole Digger and Driver, Power Broom, Pump Crete, Push Button Hoist, Push or Snatch Cat, Quarry Master or equivalent, Road Widener, Rock Bit Sharpener (all types), Roller (all), Rolling Machine (pipe), Rotomill, Scissors Trucks, Lift, or Boom Lift of any type (when used for hoisting), Scoopmobile, Shovel, SideBoom, Skidsteer/Bobcat (Similar Type), Skimmer, Slip Form Paver (CMI or similar type), Snorkel/Vacuum Truck, Strato-Tower, Stump Chipping Machine, Tire Truck and Drivers performing tire repair (exclude outside vendor), Towed Roller, Tractor Drawn Belt-Type Grader/Loader, Tractor Shovel, Tractor with Towed Accessories, Tractor (when using winch power), Tractors, Trencher, Truck Crane, Truck Mechanic and Helper (exclude Teamsters when repairing their own trucks), Tunnel Shovel, Tube Finisher (CMI and similar type), Ultra High Pressure Waterjet Cutting Tool System Operator/Mechanic, Vacuum Blasting Machine Operator/Mechanic, Vibratory Compactor, Vibro Tamp, Well Drilling Machine, Well Point, Winch, Winch Truck with A Frame.

CLASS B: Aggregate Bin, Aggregate Plant, Apprentice Engineer, Apprentice Engineer Driver, Articulated Off Road Material Hauler, Boiler (used in conjunction with production), CMI and similar type Concrete Spreads (Apprentice Engineer), Cement Bin, Chipping Machine and Chip Spreader, Compressors (4 or less), Compressors (any size, but subject to other provisions for Compressors, Dust Collectors, Generators, Mechanical Heaters, Pumps, Welding Machines - four of any type or combination), Concrete Mixer (1/2 cu. yd. and under), Fireman, Form Tamper, Form Trucks (excluding Teamster or delivery), Fuel Truck or Drivers (exclude Teamster or delivery), Heaters, Heating Boiler (used for temporary heat), Helper on Lubrication Unit or Truck, Jeep Trencher, Power Heaterman, Power Plant in excess of 10 K.W., Pumps, Revinus Widener, Steam Boilers (if manning or license by local law is required), Steam Cleaner (when used for cleaning equipment on the job site), Welding Machine (1 machine over 300 amps or 2 or 3 machines regardless of amps).

Operating Engineer- Building:

Per hour:	07/01/2025
Class A	\$ 44.23
Class B	39.14
Crane(Up to 60 Tons)	47.48
" (61 to 199 Tons)	48.48
" (200 to 399 Tons)	48.98
" (400 Tons or more)	49.48

Additional \$5.75/hr. for Any Tower Crane

Additional \$2.50/hr. for Hazardous Work Site

Additional \$1.00/hr. for Tunnel Work

Additional \$2.25/hr. for Agency Mandated Shift Work

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyman \$ 35.45**

**Note: For Overtime Hours \$26.25 of this amount is paid a straight time, the remaining balance of \$9.20 is paid at the same premium as the wage.

OVERTIME PAY

See (B, E, *E2, P, V) on OVERTIME PAGE

* Only Saturdays between October 15th and April 15th.

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

1 year Terms

1st	2nd	3rd	4th
\$ 33.63	\$ 34.55	\$ 35.47	\$ 36.39

Supplemental benefits Per Hour:

All Apprentices \$ 34.55**

**Note: For Overtime Hours \$26.25 of this amount to be paid a straight time rate
remaining balance of \$8.30 is paid at same premium as the wage.

12-17b

Operating Engineer - Heavy&Highway	06/01/2026
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JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 12

ENTIRE COUNTIES

Chautauqua, Erie, Niagara, Orleans

WAGES

Marine Construction/Dredging

Class 1: Diver/Wet Tender, Engineer, Engineer(hydraulic dredge), Blaster.

Class 2(A): Crane, Backhoe Operator, Material Handler, ALL Self-propelled Drill Rigs, Mechanic/Welder, Asst. Engineer(hydraulic dredge), Leverman(hydraulic dredge), Diver/Dry Tender.

Class 2(B): Friction, Lattice Boom, or Crane License Certificate, Endorse Tug or Tow Boat Operator.

Class 3: Deck Equipment Operator, (Machineryman), Maintenance of Crane, Tug/Launch Operator, Loader/Dozer on Barge.

Class 4: Deck Equipment Operator and Machinery Man/Fireman on 4 equipment units or more, Off Road Trucks, Deck Hand, Tug Engineer, Crane Maintenance (50 tons and under/ backhoe 115,000lbs or less), Asst. Tug Operator, Blaster Helper.

Per hour: 07/01/2025

Class 1	\$ 56.00
Class 2(A)	54.50
Class 2(B)	57.50
Class 3	50.00
Class 4	45.50

Hazardous/Toxic Waste based on EAP Levels

Additional:

Level A - \$2.50/Hr.

Level B - 2.00/Hr.

Level C - 1.00/Hr.

Level D - 0.50/Hr.

SUPPLEMENTAL BENEFITS

Per Hour Paid:

ALL CLASSES \$ 36.81

OVERTIME PAY

See (B, E, I, *S, X) on OVERTIME PAGE

* If the Holiday is Worked

HOLIDAY

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

12-17 Marine

Operating Engineer - Heavy&Highway	06/01/2026
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JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 12

ENTIRE COUNTIES

Cattaraugus, Chautauqua, Erie, Niagara, Orleans, Wyoming

PARTIAL COUNTIES

Genesee: Only that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

WAGES

CLASS A: Air Hoist, All Boom Type Equipment, All Pans and Carry-All's, Asphalt Curb and Cutter Machines, Asphalt Roller, Asphalt Spreader or Paver, Automatic Fine Grade Machine (CMI or similar, first and second operator), Backhoe and Pullhoe (all), Back Filling Machine, Belt Placer (CMI or similar type), Bending Machine (pipe), Bituminous Spreader and Mixer, Blacktop Plant (all), Blast or Rotary Drill (Truck or Track Mounted), Blower for Burning Brush, Boiler (when used for power), Boom Truck, Boring Machine, Bulldozer, Cableway, Cage Hoist, Caisson Auger, Central Mix Plant (and all Concrete Batching Plants), Cherry Picker, Concrete Cleaning Decontamination Machine, Concrete Curb and Gutter Machine, Concrete Curing Machine, Concrete Mixer (over 1/2 cu. yd.), Concrete Pavement Spreaders and Finishers, Concrete Paver, Concrete Saw (self propelled), Conveyor, Conveying Vehicles Conveying Engineer's Equipment, Core Drill, Crane, Crusher, Decontamination of Equipment, Derrick, Dragline, Dredge, Drill Rig (Tractor Mounted), Dual Drum Paver, Electric Pump used in conjunction with Well Point Systems, Elevating Grader (self propelled or towed), Elevator, Excavator (all purpose, hydraulically operated), Farm Tractor with Accessories, Fine Grade Machine, Forklift, Front End Loader, Gradall, Grader, Grout or Guniting Machine, Head Tower, Heavy Equipment Robotics Operator/Mechanic, Hoist (all types), Hoisting Engine, Horizontal Directional Drill Locator, Horizontal Directional Drill Operator, Hydraulic Boom, Hydraulic Hammer (self propelled), Hydraulic Pipe Jack Machine, (or similar type machine), Hydraulic Rock Expander (or similar type machine), Hydraulic System Pumps, Industrial Tractor, Jersey Spreader, Kolman Plant Loader (and similar type Loaders), Laser Screed, Locomotive, Log Skidder (similar type), Maintenance Engineer, Maintenance, Lubrication Unit or Truck, Mine Hoist, Mixer for Stabilized Base (self propelled), Monorail, Motorized Hydraulic Pin Puller, Motorized Hydraulic Seeder, Mucking Machine, Mulching Machine, Overhead Crane, Parts Chasing, Peine Crane (or similar type), Pile Driver, Plant Engineer, Pneumatic Mixer, Post Hole Digger and Post Driver, Power Broom, Pump Crete, Push Button Hoist, Push or Snatch Cat, Quarry Master (or equivalent), Road Widener, Rock Bit Sharpener (all types), Roller (all), Rolling Machine (Pipe), Rotomill, Scoopmobile, Shovel, Side Boom, Skidsteer/Bobcat (similar type), Skimmer, Slip Form Paver (CMI or similar, first and second operator), Snorkel/Vacuum Truck, Strato-Tower, Tire Truck & Repair, Towed Roller, Tractor Drawn Belt-Type Grader/Loader, Tractor Shovel, Tractor with Towed Accessories, Tractors (when using winch power), Trencher, Truck Crane, Tug Boats, Tunnel Shovel, Tube Finisher (CMI and similar), Vacuum Blasting Machine Operator/Mechanic, Vibratory Compactor, Vibro Tamp, Waterjet Cutting Tool System Operator/Mechanic (Ultra High Pressure), Well Drilling Machine, Well Point, Winch, Winch Truck with A Frame.

CLASS B: Aggregate Bin, Aggregate Plant, Apprentice Engineer, Apprentice Engineer Driver, Articulated Off Road Material Hauler, CMI and similar type Concrete Spreads (Apprentice Engineer), Cement Bin, Chipping Machine and Chip Spreader, Compressors (4 or less), Compressors: any size, but subject to other provisions for Compressors, Dust Collectors, Generators, Mechanical Heaters, Pumps, Welding Machines (four of any type or combination), Concrete Mixer (1/2 cu. yd. and under), Fireman, Form Tamper, Fuel Truck, Heating Boiler (used for temporary heat), Helper on Lubrication Unit or Truck, Jeep Trencher, Power Heaterman, Power Plant in excess of 10 K.W., Pumps (4" or over), Revinus Widener, Steam Cleaner, Stump Chipping Machine, Welding Machine (1 machine over 300 amps or 2 or 3 machines regardless of amps).

Operating Engineer- Heavy & Highway, Sewer (includes cleaning, lining & rehab), Water & Tunnel

Per hour:	07/01/2025	07/01/2026
Class A	\$ 47.39	Additional
Class B	42.89	\$5.50/Hr.
Crane 5 to 110 tons	52.39	
" 111 to 199 tons	53.39	
" 200 to 599 tons	54.39	
" 600 to 999 tons	56.39	
" 1000 tons and over	57.39	

Cranes in Luffer Configuration additional \$5.00/Hr.

Cranes with external ballast(tray or wagon) additional \$5.00/Hr.

Additional \$2.50/hr. for Hazardous Work Site

Additional \$1.00/hr. for Tunnel Work

Additional \$8.00/hr. for Mandated Single Irregular Shift Work (Projects Bid After 7/1/2025)

SUPPLEMENTAL BENEFITS

Per hour:

Journeymen	\$ 36.86
At Time and a Half	\$ 45.32
At Double Time	\$ 53.77

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

Note: Overtime rate is 1.5X the wage plus \$9.93/Hr., Overtime rate is 2X the wage plus \$19.85/Hr.

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

Apprentices at 1 year terms

1st	2nd	3rd	4th
\$ 39.89	\$ 40.89	\$ 41.89	\$ 42.89

Supplemental Benefits	
All Apprentices	\$ 36.46
At Time and a Half	\$ 44.72
At Double Time	\$ 52.97

12-17 hh/sw/t

Operating Engineer - Survey Crew**06/01/2026**

JOB DESCRIPTION Operating Engineer - Survey Crew**DISTRICT** 12**ENTIRE COUNTIES**

Cattaraugus, Chautauqua, Erie, Niagara, Orleans, Wyoming

PARTIAL COUNTIES

Genesee: Only that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

WAGES

These rates apply to Building, Heavy and Highway Construction.

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	\$ 51.19
Instrument Person	48.29
Rod Person	33.74

Additional \$3.00 per hr. for work in a Tunnel.

Additional \$2.50 per hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 31.65
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OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES:1000 hour terms based on the Percentage of Rod Person wage:

07/01/2025

0-1000 Hrs	60%
1001-2000 Hrs	70%
2001-3000 Hrs	80%

SUPPLEMENTAL BENEFITS per hour worked:

0-1000 Hrs	\$ 20.07/ PHP	\$14.79
1001-2000 Hrs	22.85 / "	17.01
2001-3000 Hrs	25.62 / "	19.62

NOTE: PHP is premium hours paid when worked.

12-17D Sur

Operating Engineer - Survey Crew - Consulting Engineer**06/01/2026**

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer**DISTRICT** 12**ENTIRE COUNTIES**

Cattaraugus, Chautauqua, Erie, Niagara, Orleans, Wyoming

PARTIAL COUNTIES

Genesee: Only that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

WAGES

These rates apply to feasibility and preliminary design surveying, line of 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	\$ 51.19
Instrument Person	48.29
Rod Person	33.74

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 31.65
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OVERTIME PAY

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

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 BENEFITS per hour worked:

0-1000	\$ 20.07 / PHP \$14.79
1001-2000	22.85/ " 17.01
2001-3000	25.62 / " 19.62

NOTE: PHP is premium hours paid

12-17D Con Eng

Painter

06/01/2026

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

06/01/2026

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

06/01/2026

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**06/01/2026**

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**06/01/2026**

JOB DESCRIPTION Roofer**DISTRICT** 3**ENTIRE COUNTIES**

Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour: 07/01/2025

Asbestos Removal	\$ 38.96
Slate, Tile	36.11
Precast tile / slabs	36.11
Crete / gypsum planks	36.11
Damp and waterproofer	35.96
Composition, sprayers,	35.96
Asphalt mastic,	35.96
Steep roofers	35.96

SHIFT WORK

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:

15.0% of hourly rate for second shift

20.0% of hourly rate for third shift

SUPPLEMENTAL BENEFITS

Per hour:

\$ 27.31

OVERTIME PAY

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

* and ** Double time after 8 hours on Saturday.

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	999	to	1499	to	1999	to	2499	to	2999	to	3499	to	4499
		65%		70%		75%		80%		85%		90%		95%

Supplemental benefits per hour:

0	to	999	to	1499	to	1999	to	2499	to	2999	to	3499	to	4499
		\$ 11.06		\$ 16.04		\$ 16.34		\$ 24.22		\$ 24.99		\$ 25.76		\$ 26.54

3-74

Sheetmetal Worker

06/01/2026

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 3

ENTIRE COUNTIES

Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour: 07/01/2025

Sheet Metal Worker \$ 40.55

Additional \$0.50 per hour for work more than 30" above floor on boatswain chair.

Additional \$1.00 per hour for work in "Hot" areas of atomic laboratories, atomic plants, or any premises where radio-active materials are stored or handled and personal protective equipment is required.

Additional \$1.00 per hour for work when required to have 40-hour HAZMAT training or the use of OSHA compliant respirator is required.

SHIFT WORK

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:

Shift Premium per hour:

Second Shift	\$ 3.25
Third Shift	\$ 5.00

Registered Apprentices

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply;

Shift Premium per hour:

Second Shift	
1st term	\$ 1.46
2nd term	\$ 1.63
3rd term	\$ 1.79
4th term	\$ 2.28
5th term	\$ 2.60

Third Shift	
1st term	\$ 2.25
2nd term	\$ 2.50
3rd term	\$ 2.75
4th term	\$ 3.50
5th term	\$ 4.00

SUPPLEMENTAL BENEFITS

Per hour:

\$ 29.98*

* Note - \$19.16 of this amount must be paid at the same premium as the wages per overtime hours.

OVERTIME PAY

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

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 wage:

1st term	\$ 21.30
2nd term	26.10
3rd term	28.79
4th term	30.47
5th term	33.83

Supplemental benefits per hour:

1st term	\$ 18.18	Note - \$8.36 of this amount must be paid at the same premium as the wage.
2nd term	22.34	Note - \$12.52 of this amount must be paid at the same premium as the wage.
3rd term	27.55	Note - \$16.73 of this amount must be paid at the same premium as the wage.
4th term	27.90	Note - \$17.08 of this amount must be paid at the same premium as the wage.
5th term	28.59	Note - \$17.77 of this amount must be paid at the same premium as the wage.

3-71

Sprinkler Fitter

06/01/2026

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 / Heavy&Highway

06/01/2026

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 3

ENTIRE COUNTIES

Erie, Niagara

PARTIAL COUNTIES

Genesee: Only in the Townships of Alabama, Darien and Pembroke.

Orleans: Only the Townships of Ridgeway, Shelby and Yates.

Wyoming: Only in the Townships of Arcade, Bennington, Java and Sheldon.

WAGES

GROUP 1: Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers.

GROUP 2: Off Road Tandems and Batch Trucks, Mechanics, Dispatcher.

GROUP 3: Semi-Trailers, Low-Boy Trucks, Asphalt Distributor Trucks and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel and Water Trucks

GROUP 4: Specialized Earth Moving Equipment, Euclid type, or similar off-highway, where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck.

GROUP 5: Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

Per hour:	07/01/2025	07/01/2026	07/01/2027
		Additional	Additional
ALL GROUPS	\$ 49.23	\$ 3.25	\$ 4.00

Add \$2.00 when required to use personal protection when performing hazardous waste removal work.

SHIFT WORK

An additional \$4.00 per hour is required when a single irregular work shift starting any time from 3:30PM to 1:00AM is mandated either in the job specification or by the contracting agency.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 17.30*

*Note - Only \$ 8.75 per hour needs to be paid for overtime hours.

OVERTIME PAY

See (B, G, P) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

3-449

Teamster - Building / Heavy&Highway

06/01/2026

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 3

ENTIRE COUNTIES

Erie, Niagara

WAGES

Per hour:	07/01/2025
Dump Truck Operator*	\$ 30.00

*Does not include Single Axle Dump Trucks (see Teamster Group 1).

*Does not include Off-highway Dump Trucks (see Teamster Groups 2-5).

SUPPLEMENTAL BENEFITS

Per hour:

\$ 2.02

OVERTIME PAY

See (B, B2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

3-449d-DT

Welder

06/01/2026

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).

☐

01 DOT

☐

02 OGS

☐

03 Dormitory Authority

☐

04 State University
Construction Fund

☐

05 Mental Hygiene
Facilities Corp.

☐

06 OTHER N.Y. STATE UNIT

☐

07 City

☐

08 Local School District

☐

09 Special Local District, i.e.,
Fire, Sewer, Water District

☐

10 Village

☐

11 Town

☐

12 County

☐

13 Other Non-N.Y. State
(Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone

Fax

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐

Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project:

Location on Site

Route No/Street Address

Village or City

Town

County

7. Nature of Project - Check One:

☐

1. New Building

☐

2. Addition to Existing Structure

☐

3. Heavy and Highway Construction (New and Repair)

☐

4. New Sewer or Waterline

☐

5. Other New Construction (Explain)

☐

6. Other Reconstruction, Maintenance, Repair or Alteration

☐

7. Demolition

☐

8. Building Service Contract

8. OCCUPATION FOR PROJECT :

☐

Construction (Building, Heavy
Highway/Sewer/Water)

☐

Tunnel

☐

Residential

☐

Landscape Maintenance

☐

Elevator maintenance

☐

Exterminators, Fumigators

☐

Fire Safety Director, NYC Only

☐

Fuel Delivery

☐

Guards, Watchmen

☐

Janitors, Porters, Cleaners,
Elevator Operators

☐

Moving furniture and
equipment

☐

Trash and refuse removal

☐

Window cleaners

☐

Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://apps.labor.ny.gov/EDList/searchPage.do>

For inquiries please call 518-457-5589.

NYSDOL Bureau of Public Work Debarment List 06/05/2026

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		CARLOS F. ESCOBAR		411 THEODORE FREMD AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		CARLOS FIGUEROA		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTI ON	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL		CESAREO TULA		120 SEARS AVE ELMSFORD NY 10523	09/26/2025	09/26/2030
DOL	DOL	*****2292	CHAMPION MAINTENANCE CONTRACTORS, INC.		211 SOUTH RIDGE STREET RYE BROOK NY 10573	09/03/2025	09/03/2030
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DOL		CHARLES CASALE		55 MAIN AVENUE WYNANTSILL NY 12198	05/20/2025	05/20/2030
DOL	DOL		CHARLES CASALE		55 MAIN AVENUE WYNANTSILL 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 LOHAN		6836 N. LEXINGTON LANE NILES IL 60714	05/28/2026	05/28/2031
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
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028

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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 TRAVAJA		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
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028

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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
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027

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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 LYNDAL 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 LYNDAL 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	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 BELLEROSE 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
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

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DOL	DOL		NICHOLAS RAO		411 THEODORE FREMND AVE SUITE 206RYE 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 5-27LONG 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	*****2041	QUALITY STEEL ERECTORS INC.		6836 N. LEXINGTON LANE NILES IL 60714	05/28/2026	05/28/2031
DOL	DOL	*****4772	R.W. LOBDELL CONSTRUCTION LLC		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		ROSA GARCIA		411 THEODORE FREMND AVE SUITE 206RYE 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 RDPOMPIE NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE 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 206RYE 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
DOL	DOL		SYED MUHAMMAD S. JAFRI A/K/A SHARRUKH JAFRI		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029

NYSDOL Bureau of Public Work Debarment List 06/05/2026

Article 8

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

Bid Form

People, Inc.
1219 N. Forest Road
Buffalo, New York 142221

To People, Inc.

I, _____

We, the undersigned, hereby propose to enter into a contract for the Oxford Community Lot – Playground and Landscaping Project and to furnish all the materials, labor, and equipment, and to perform all the work necessary to fully complete said work in accordance with the Plans and Specifications, for the sum of

_____ DOLLARS _____ CENTS

TOTAL (BASE BID) \$ _____

NAME OF FIRM: _____

ADDRESS: _____

BY: _____ TITLE: _____

DATE: _____ TELEPHONE NO.: _____

Bidder acknowledges receipt of:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

The Bidder further agrees to accept the following Unit Prices for additions or deductions in accordance with the terms of the contract, plans and specifications.

Bid Form

GENERAL BID - Bidder will complete the work in accordance with the Contract Documents for the following prices:

BASE BID

BID ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE (IN WORDS)	UNIT PRICE	TOTAL
1	Playground Construction	LS	1		\$	
2	CONTINGENCY ALLOWANCE	LS	1	Twenty-Five Thousand Dollars and Zero Cents	\$ 25,000.00	\$ 25,000.00
TOTAL	ITEMS 1 - 2	--	--	--	--	

ALTERNATE BID ITEMS

ALT. BID ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE (IN WORDS)	UNIT PRICE	TOTAL
D1	DEDUCT for providing an 8 and 6 foot bench in lieu of custom bench	LS	1		(\$)	
D2	DEDUCT for providing integral concrete aggregate in lieu of permeable pavers	LS	1		(\$)	
D3	DEDUCT for eliminating linear Hoover Rain Shade	LS	1		(\$)	
D4	DEDUCT for eliminating 6 curved loop arc benches	LS	1		(\$)	

Bid Form

ALT. BID ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE (IN WORDS)	UNIT PRICE	TOTAL
A1	ADD – Addition of second row of landscape stone	LS	1		\$	

All applicable Federal and State of New York taxes are excluded from the Lump Sum and Stipulated Prices.

Bid Form

- Note:
1. Amounts are to be shown in both words and figures. In the event of a discrepancy, the amount shown in words shall govern.
 2. Totals for each item are shown for convenience in comparing bids only. In the event of a discrepancy, the unit price(s) shown shall govern.
 3. BIDDERS MUST BID ON ALL ITEMS.
 4. The Owner reserves the right to reject any and all bids or reduce the scope of work according to the budgeted funds available at the time of the bid opening.
 5. The Owner reserves the right to compare bids on the basis of available funding.
 6. The Owner reserves the right to negotiate time schedules for construction based on the work qualifications of the successful bidder.
 7. The award of the Contract shall be made to the lowest Bidder who, in the opinion of the Owner, is qualified to perform the work required and is responsible and reliable. The lowest bid shall be determined by the Owner on the basis of the gross sum for which the entire work will be performed, arrived at by a correct computation of all the items specified in the bid, therefore, at the lump sum and/or unit price, if any, contained in the bid. When alternate bid items are required in the bid, the Owner reserves the right to select any alternate or combination of alternates and the contract will be awarded to that responsible Bidder whose bid for the alternate or combination of alternates, selected by the Owner is the lowest.

COMPANY

DATE

SIGNATURE

TITLE

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid or proposal, the bidder certifies that: a) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor; b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of bids or proposals for this project, to any other bidder, competitor, or potential competitor; c) No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal; d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf; e) That attached hereto (if corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporate bidder.

By:

Resolved that _____ be authorized to sign and submit the bid or proposal of this corporation for the following project: _____ and to include in such bid or proposal the certificate as to non-collusion required by Section one hundred three-D (103-D) of the general municipal law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____ corporation at a meeting of its Board of Directors held on the _____ day of _____.

Secretary

(SEAL)

End of Non-Collusive Bidding Certification

Construction Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name & Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

People, Inc.
1219 N. Forest Rd.
Buffalo, New York 14221

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location): Oxford Community Lot – Playground and Landscaping Project

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

EJCDC No. 1910-28A (1984 Edition)

Prepared through the joint efforts of the Surety Association of America, Engineers' Joint Contract Documents Committee, the Associated General Contractors of America, American Institute of Architects.

End of Construction Performance Bond

Construction Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name & Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

People, Inc.
1219 N. Forest Rd.
Buffalo, New York 14221

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location): Oxford Community Lot – Playground and Landscaping Project

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____
Name and Title:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____
Name and Title:

EJCDC No. 1910-28B (1984 Edition)

Prepared through the joint efforts of the Surety Association of America, Engineers' Joint Contract Documents Committee, the Associated General Contractors of America, American Institute of Architects, American Subcontractors Association, and the Associated Specialty Contractors.

End of Construction Payment Bond

GENERAL REQUIREMENTS

1. **SCOPE OF WORK** - The work to be done under this Contract, as outlined under the heading of "Notice to Contractors", includes the furnishing of all labor, materials, tools, power and construction equipment necessary for the completion of the work, including all miscellaneous items as hereinafter specified and shown on plans.
2. **CONTRACT DRAWINGS AND SPECIFICATIONS** - The work to be done is shown on the accompanying drawing prepared by the Owner of Lewiston. This original drawing may be supplemented by other drawings furnished by the Contractor and approved by the Engineer. Additional drawings may be prepared by the Engineer and supplied to the Contractor during the progress of the work as he may deem to be necessary or expedient. These original and supplementary drawings constitute the drawings according to which the work is to be done.

Drawings and specifications are deemed essential parts of this contract, and shall be construed as cooperative. Any work called for on the drawings and not specifically mentioned in the specifications or described in the specifications and not particularly shown on the drawings, is to be regarded as included under this contract the same as if fully set forth in the specifications and exhibited on the drawings. Where figures or definite dimensions are given on the drawings or in the specifications, these shall have precedence over dimensions taken by scaling.

In case any inconsistency, omission, or conflict shall be discovered in either specifications or drawings, or if in any place the meaning of either or both shall be obscure, or uncertain, or in dispute, the Engineer shall decide as to the true intent and his decision shall be final and binding.

3. **MEASUREMENT** - Measurements of the work will be taken by the Engineer to determine the amount of work done, to which the unit or Lump Sum prices of the contract will be applied to determine the cost. Measurements for sewer and water lines will exclude intervening valves, fittings and inside dimensions of manholes, which will be paid for under those specific items. All measurements made by the Engineer shall be final and conclusive evidence of the amount of work performed under this Contract.

For computation of the quantities of earthwork to be paid for under various items of the contract, it is agreed that the planimeter shall be considered an instrument of precision, and quantities computed from areas obtained by its use shall be accepted by all parties hereto as accurate. Arithmetical computations, utilizing any type of computing device or machines including electronic computers, shall not be precluded by reference to the planimeter.

For the purpose of calculating stone and asphalt quantities the following yields shall be used:

Base Material - 105 pounds per Sq. Yd. per 1" depth

Binder - 110 pounds per Sq. Yd. per 1" depth

Top - 120 pounds per Sq. Yd. per 1" depth

Compacted run of crusher stone 2.0 tons per Cu.Yd.

4. POWER, LIGHT OR TELEPHONE POLES - All power, light, telephone and other service poles and all appurtenant structures that are located within the limits of any necessary excavation made for this project or its appurtenant structures, will be moved and relocated at no expense to the Contractor. Any pole located outside of the above limits which the Contractor wishes to have moved, to facilitate the use of his equipment or progress of the work, the Contractor shall make the necessary arrangements with the owner of the pole to have it moved, and the Contractor shall pay any and all costs involved thereby. In the event that there is any question as to whether or not pole is located within the limits of the excavation as defined heretofore, the Engineer shall decide, and his decision shall be binding upon the Owner and upon the Contractor and Utility Company.
5. INTERFERENCE WITH OTHER UNDERGROUND UTILITIES - Any gas or water main, power, light, telephone conduit or service connection thereto or any other subsurface structure that crosses or passes through the space occupied by any of the completed structures that are a part of this Contract, shall be moved, relocated and reconnected by the owner of such service connection or structure. Any of the above enumerated underground utilities or other structures that are located outside of the space occupied by the completed structures of this Contract, and which the Contractor wishes to have moved to facilitate the use of his equipment or progress of the work, the Contractor shall make the necessary arrangements with the owner of such structure to have it moved, and the Contractor shall pay any and all cost involved thereby. In the event that there is any question as to whether any of the above enumerated underground utilities or other structures cross or pass through the space occupied by the completed structures of this Contract, the Engineer shall decide and his decision shall be binding upon the Owner and upon the Contractor.
6. PIPES CROSSING TRENCH - All existing gas pipes, water pipes, service pipes, steam pipes, electric conduits, sewers, drains and hydrants, railway tracks and other structures which do not in the opinion of the Engineer require to be changed in location, shall be carefully supported and protected from damage by the Contractor, and in case of damage by the Contractor they shall be restored by him without additional compensation to as good condition as that in which they were found. Where pipes, conduits or sewers are removed from the trench, leaving dead-ends in the ground, such ends shall be carefully plugged or bulkheaded with brick and mortar or metal fittings as required by the Contractor without additional compensation.

7. SUBCONTRACTS - The Contractor agrees to be fully responsible to the Owner for the acts or omissions of his subcontractors and for anyone employed directly or indirectly by him or them and this contract obligation shall be in addition to the liability imposed by law upon the Contractor.

Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and the Owner. The Contractor agrees to bind every subcontractor and every subcontractor agrees to be bound by the terms of this agreement, plans and specifications, as far as applicable to his work, unless otherwise specifically approved in writing as adequate by the Owner.

8. RELATION TO OTHER CONTRACTORS - The Contractor shall so conduct his operations as not to interfere with or damage the work of other Contractors or workmen employed on adjoining or related work, and he shall promptly make good any injury or damage which may be done to such work by him or his employees or agents. Should a contract for adjoining work be awarded to another Contractor, and should the work on one of these contracts interfere with that of the other, the Engineer shall decide which contract shall cease work for the time being and which shall continue, or whether work on both contracts shall continue at the same time and in what locations.

9. CONTRACTOR'S ORGANIZATION - The Contractor shall establish and maintain an office on the site of the work, or at some convenient point adjacent thereto, during the continuance of this contract, and shall have at all times during working hours, a representative authorized to receive and execute any and all orders, when given by the Engineer; and such order, when given to and received by said representative, shall be deemed to have been given to the received by the Contractor. Copies of the shop drawings shall at all times be kept on file by the Contractor at readily accessible points near the work.

10. CODES, ORDINANCES, LAWS AND REGULATIONS - The Contractor and Subcontractors shall observe and comply with all Federal, State and Local codes, ordinances, laws and regulations in force at the construction site, and shall protect and indemnify the Owner and the Owner's officers and agents against any claim or liability including reasonable attorney's fees and legal expenses incurred by owner, its officers and agents, arising from or based on any violation of the same.

The Contractor shall pay for and obtain all permits for work, pay all charges for inspection and tests, file plans and specifications to the inspection department having jurisdiction, and secure and pay all costs or licenses.

11. UTILITIES - Unless otherwise provided in these specifications, the Contractor shall make his own arrangements for electricity, gas, water and sewer services for use during the construction of the work and shall pay for all connections, extensions and services.

12. GAS - If gas is present in existing sewers where the Contractor must work, the sewer shall be cleared of gas before entering. If the gas cannot be removed by natural ventilation, by the removal of manhole covers, the Contractor shall maintain forced draft to render the sewers safe as determined by gas detection equipment.
13. CONTROL OF NOISE - The Contractor shall eliminate noise to as great an extent as possible at all times. Air compressors shall be equipped with silencers and the exhaust of all gasoline motors and other power equipment shall be provided with mufflers. In the vicinity of hospitals, libraries and schools, special precautions shall be taken to avoid noise and other nuisances; and the Contractor shall require strict observances of all pertinent ordinances and regulations. Any blasting permitted in such locations shall be done with reduced charges.
14. SMOKE PREVENTION - Strict compliance with all ordinances regulating the production and emission of smoke will be required and the Contractor shall accept full responsibility for all damage that may occur to property as a result of negligence in providing required control.
15. DUST CONTROL - The Contractor shall apply water or dust palliative or both, for the alleviation or prevention of dust nuisance caused by his operations. Dust control operations shall be performed by the Contractor at the time ordered by the Engineer, but failure of the Engineer to issue such order will not relieve the Contractor of this responsibility. No direct payment will be made for any such work performed or material used to control dust under this Contract.
16. RIGHT-OF-WAY - The necessary right-of-ways for the construction of drains, sewers, main and appurtenant structures, across or under private property, will have been or will be obtained by the Owner. In carrying out the work on private right-of-ways, the Contractor shall take due and proper precautions against any injury to adjacent structures, and shall hold himself strictly within the rights secured by the Owner.

In the event that the Owner is unable to obtain right-of-ways before construction begins, the Contractor shall not be entitled to make or assert a claim for damage for said delay; but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay.

17. FENCES - No fences shall be removed or destroyed by the Contractor without the written permission of the Engineer. The Contractor shall be held fully responsible for any damages caused by his work to adjoining fences. Fences that have to be removed shall be preserved and replaced in a manner acceptable to the Engineer. Damaged material shall be replaced with new material.
18. MONUMENTS - During the progress of the work, the Contractor may encounter street intersection, section line, and fractional section line monuments. Insofar as known, such monuments have been indicated on the drawings. The Contractor shall not removed any such monument until the Engineer shall have set four (4) iron pipe stakes, each two (2) feet

long, as reference points for the resetting of such monuments. Reference stakes shall be located in such positions that they will not be disturbed by any construction operations. The Contractor shall furnish the necessary iron pipe stakes, necessary labor and other assistance required by the Engineer for his work in setting the reference stakes. After this referencing has been done and suitable permanent sketches prepared, the Engineer will give permission to the Contractor for the removal of the monument. The Owner will reset monuments after all backfilling has fully settled.

19. SAFETY - A. The Contractor and Subcontractors shall comply with Federal, State and local laws and regulations governing the furnishing and use of safeguards, safety devices and protective equipment, and take any other needed actions on his own responsibility, as reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property during the construction of the project.

B. If the Owner finds the Contractor to be in non-compliance of any requirement under this section, it shall:

1. Warn the Contractor, either verbally or in writing to comply with such requirement within a period of two hours from the time the verbal or written warning is given to the Contractor.
2. In the event of non-compliance with a verbal or written warning under Section 19(A), caused the job to be shut down until compliance is obtained in accordance with such written or oral warning.
3. In the event a Contractor fails to comply with such requirement within three (3) days of the job discontinuance under Section 19(B), this contract shall be terminated upon written notice by the Owner to the Contractor and Section 30 of the General Conditions, relating to termination, shall govern the rights and responsibilities of the parties.

20. WORKMANSHIP - It is mutually understood that the workmanship furnished under this Contract shall all be first class, to the end that a good and substantial and workmanlike job may be produced. The Contractor shall furnish suitable tools and building appliances and employ competent labor to perform the work to be done; and any labor, tools or appliances that shall not, in the judgment of the Engineer, be suitable or competent to produce this result, may be ordered from the work by him, and such labor or tools or appliances shall be substituted therefore by the Contractor, as will meet with the approval of the Engineer.

Unless otherwise stipulated in the specifications, all materials and articles incorporated in the work covered by this contract are to be new and of the best grade of their respective kinds for the purpose. The Contractor shall, if required, furnish such evidences to kinds and quality of materials as the Engineer may require.

21. TIME AND SEQUENCE OF WORK -In general, it is the intention and understanding that the Contractor shall have control over the sequence or order or execution of the several parts of the work to be done under the contract, and over the method of accomplishing the

required results, except as some particular sequence of method may be distinctly demanded by the drawings and specifications or by the expressed provisions of the Contract. The Engineer may, however, make such reasonable requirements as may, in his judgment be necessary for the proper and effective protection of work, partially or wholly completed and to these requirements the Contractor shall conform.

22. TESTING - Where tests are required, they shall be made at the expense of the Contractor, except as otherwise called for in the specifications. For materials covered by ASTM, AWWA, or Federal Specifications, unless otherwise stipulated, the required tests are to be made by the manufacturer and his certificate therefore submitted to the Engineer.

For materials covered by New York State Department of Public Works, materials shall be secured from stockpiles approved by them, or where tests are required, they will be made at the expense of the Contractor.

Compaction tests will be made by a representative of the Owner and paid for by the Contractor. The Engineer shall schedule and select the locations of the tests.

23. MOVING EQUIPMENT - All heavy equipment moved over improved streets shall be transported on equipment trailers or moved over planking placed on the paving and as directed by the Engineer.
24. DISORDERLY EMPLOYEES - Disorderly, intemperate, or incompetent persons must not be employed, retained or allowed upon the work. Any foreman or workmen who refuses to or neglects to comply with the directions of the Engineer in the matter of personal conduct, shall at the request of the Engineer, be promptly discharged and shall not thereafter be re-employed without the consent of the Engineer.
25. PRELIMINARY CLEAN-UP - The Contractor shall at all times, keep the clean up work closely allied with the actual installation of the various portions of the work. The following items shall be attended to within twenty-four (24) hours after the actual installation at any given point:
- (a) Replacement of road signs, mail boxes, paper boxes.
 - (b) Driveways shall be slightly rounded (3 inches +), and shall have an application of stone, if required, to control dust and/or mud.
 - (c) Road pavements shall be cleared of all dirt, stone, and so forth.
 - (d) Open cuts in highway pavements shall have temporary bituminous tops and shall be maintained full.

Within a week of the actual installation at any given point, the following items shall be accomplished.

- (a) Lawns shall be cleaned up, the area adjacent to the trench raked, the trench to be slightly rounded (6 inches maximum).
- (b) Sidewalks and projections shall be leveled out, the walks cleaned, and temporary stone walkways provided.
- (c) All debris, consisting of branches, trees, lumber, stones, and so forth, shall be removed.
- (d) Driveway culverts shall be cleaned out and/or replaced as required.
- (e) Cross culverts, drain inlets, drain tiles, ditches, and so forth shall be cleaned out and/or replaced.
- (f) Road ditches paralleling the road shall be rough graded.
- (g) Surplus material shall be removed.
- (h) Top soil added and area fine graded to one (1) inch above finish grade.

Complaints of a specific nature shall be attended to within twenty-four (24) hours of notice to the Contractor.

The above conditions are considered as being preliminary clean up only.

- 26. REPLACING EXISTING CONDITIONS - The Contractor shall in all cases be responsible for maintaining or replacing all lawns, shrubs, plants, hedges and trees damaged by him.
- 27. HAZARDS CREATED OVER WEEK-ENDS, HOLIDAYS OR ANY TIME AFTER THE CONTRACTOR HAS LEFT THE SITE OF WORK - The Contractor, after verbal or written notification by the Engineer or his representative, will correct in reasonable length of time, any hazardous condition that has been created on the job.

The Engineer will determine what constitutes a reasonable length of time.

Hazards include, but are not limited to: failure of temporary pavement, trench settlement, obstructions to sidewalks, driveways, plant entrances, alleyways, improperly stored equipment or materials, improperly constructed, inadequate or damaged barricades, lack of sufficient number of warning lights, flares or signs, water conditions caused by lack of drainage.

Emergency Contact Person - The Contractor shall designate someone to be available to respond to emergency calls. The name of the person and the telephone number at which he/she can be reached at any time shall be given to the Engineer, and all police agencies in the area. Such person shall have full authority and capability to mobilize forces promptly as required to respond to an emergency and protect the public.

If in the opinion of the Engineer, the Contractor does not eliminate the hazard in question,

the Owner will correct the condition and charge the cost of all labor, material and equipment to the Contractor.

28. FINAL CLEANUP AND GRADING - Upon completion of construction and before final payment is made, the Contractor shall restore his working area to as clean a condition as existed before his operations were started. He shall go over the entire line and refill any place that may have settled. He shall then regrade and put in shape all backfilled trenches, all fills he may have made from excess excavated materials, and all other areas that may have been disturbed through his operations.

Surplus materials, tools and all dirt, rubbish and excess earth from excavation shall be hauled to a dump provided by the Contractor.

If, during the progress of the work, it should become necessary, because of the lateness of the season, strikes, lack of materials, etc., to stop the work, then the Contractor shall open proper drainage ditches, erect temporary structures where necessary, prepare the project so that there will be a minimum interference with traffic, set up and maintain a competent organization, as directed by the Engineer, to keep the contract in first class condition for traffic, and take every precaution to prevent any damage or unreasonable deterioration of the work during the time it is closed.

End of General Requirements

SUPPLEMENTAL REQUIREMENTS

- 1) Contractor shall submit a work schedule and list of subcontractors to the Engineer for approval prior to construction.
- 2) Contractor to remove all debris generated from his work each day and leave the work area in a clean condition.
- 3) All unsuitable material is to be hauled from site. Contractor is responsible for suitable dumpsite, which meets local codes, and DEC regulations.
- 4) All Contractors and Sub-Contractors while working on this project shall have a City of Buffalo Building Permit.
- 5) Contractor shall designate one full time employee as Project Superintendent and ensure that they are on site at all times during the work. Contractor to provide the Owner with emergency phone numbers to reach Project Superintendent at any hour of the day.
- 6) Contractor shall maintain access to driveways, parking lots and traffic at all times.
- 7) Contractor is responsible to notify underground utilities to mark utilities prior to construction.
- 8) Contractor shall not leave any tools or equipment unattended at any time.
- 9) Contractor shall coordinate all work each day for the following day's work shift with plant operator.
- 10) Specific Funding Requirements: This project is funded in part by a Grant from the Dormitory Authority of the State of New York (DASNY). See Appendix 2 for Grant Conditions.

End of Supplemental Requirements

DIVISION 01 – GENERAL REQUIREMENTS

SECTION 011000 – SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Contract description.
 2. Work by Owner or other Work at the Site.
 3. Owner-furnished products.
 4. Contractor's use of Site and premises.
 5. Future work.
 6. Work sequence.
 7. Owner occupancy.
 8. Permits.
 9. Quality Assurance.
 10. Applicable Codes.
 11. Specification conventions.
- B. The work consists of construction services for the **Oxford Community Lot – Playground and Landscaping Project** as shown, specified or directed.
1. Project Location: Oxford Community Lot
186 Oxford Ave.
Buffalo, New York 14209
 2. Owner: People, Inc.
1219 N. Forest Road
Buffalo, New York 14221
- C. The Scope of Work described herein is an overall summary of the responsibilities of the Contractors and their relation to the Owner. It does not supersede the specific requirements of the other Contract Documents. The work shall be performed under a single construction contract as follows:
- OXFORD COMMUNITY LOT – PLAYGROUND AND LANDSCAPING PROJECT
- D. The following Contract Documents apply:
1. Bidding Requirements
 2. Contract Agreement
 3. General Requirements
 4. Technical Specifications
 5. New York State Prevailing Wage Rates
 6. Drawings

1.2 CONTRACT DESCRIPTION

- A. The proposed work shall be performed under one construction contract as follows:
1. **BASE BID - General Construction** consists of, but is not limited to, the following activities as shown and/or implied in the Contract Documents: **Oxford Community Lot Playground and Landscaping Project**:
 - a. The work shall consist of furnishing all labor, materials, equipment, and incidentals to construct the playground and landscaping as shown and

SECTION 011000 – SUMMARY

specified. Construction consists of, but not limited to, the following activities as shown and/or implied in the Contract Documents.

- b. Coordination with Owners Operations.
- c. Obtaining required permits.
- d. Site preparation, drainage improvements and surfacing as shown and specified.
- e. Receive and install Owner purchased playground equipment included in Appendix 1.
- f. Landscaping as shown as specified.
- g. Compliance with DASNY grant requirements.
- h. All work as shown, specified and required.
- i. Provide as-built drawings, O&M manuals, and warranties.
- j. A contingency allowance is included to cover the cost of additional work due to unforeseen conditions or modifications to the scope of work.

2. **ALTERNATE BID ITEMS** – The following items have been included as potential ADD or DEDUCT items as shown and specified:

- a. Item D1 - DEDUCT for providing an 8 and 6 foot bench in lieu of custom bench
- b. Item D2 - DEDUCT for providing integral concrete aggregate in lieu of permeable pavers
- c. Item D3 - DEDUCT for eliminating linear Hoover Rain Shade
- d. Item D4 - DEDUCT for eliminating 6 curved loop arc benches
- e. Item A1 - ADD – Addition of second row of landscape stone

- B. Perform Work of Contract under stipulated bid items with Owner according to Conditions of Contract.

1.3 WORK BY OWNER OR OTHERS

- A. No work by Owner or Others is anticipated to interfere with the Work.
- B. If Owner-awarded contracts interfere with each other due to work being performed at the same time or at the same Site, Owner will determine the sequence of work under all contracts according to "Work Sequence" and "Contractor's Use of Site and Premises" Articles in this Section.

1.4 OWNER-FURNISHED PRODUCTS

- A. The Owner has pre-purchased playground equipment. See Appendix 1 for details.
- B. The contractor shall coordinate delivery of the equipment with the equipment manufacturer and receive/offload the equipment on behalf of the owner.

1.5 CONTRACTOR'S USE OF SITE AND PREMISES

- A. The Work under these Contracts consist of new Electrical service at the Village Hall Lewiston, owned, operated, and maintained by the Village of Lewiston. The existing Village Hall is an essential component of Village, therefore, no disruptions to areas outside those being reconstructed shall be permitted under this Contract, except as and when directed by the Village of Lewiston and the ENGINEER.

SECTION 011000 – SUMMARY

- B. Access to Site: Contractor will have access to the site and to the existing building.
- C. Construction Operations: Limited to areas indicated on Drawings.
- D. Time Restrictions for Performing Work: Regular business hours for the Project are 7:00 am to 5:00 pm Monday through Friday. Work at other times will be allowed with prior approval of the Owner.
- E. Utility Outages and Shutdown:
 - 1. Perform all construction necessary to complete connections and tie-ins to existing facilities.
 - 2. Keep existing facilities in operation unless otherwise specifically permitted in these Specifications or approved by the OWNER.
 - 3. CONTRACTOR shall perform all construction activities so as to avoid interference with operations of the facility and the work of others.
 - 4. Coordinate and schedule electrical and other utility outages with Owner.
 - 5. Outages: Allowed only at previously agreed upon times.
 - 6. At least one week before scheduled outage, submit Outage Request Plan to Owner and Engineer itemizing the dates, times, and duration of each requested outage.
- F. CONTRACTOR shall obtain and pay for Building Permits.
- G. Sound Level Restrictions: None.

1.6 FUTURE WORK – NOT APPLICABLE

1.7 WORK SEQUENCE

- A. Construct Work in order to accommodate Owner's occupancy requirements during construction period. Coordinate construction schedule and operations with Owner.
- B. Sequencing of Construction Plan: Before start of construction, submit electronic copy of construction plan regarding use of site, utility outages, phasing of demolition and new Work for acceptance by Owner. After acceptance of plan, construction sequencing shall comply with accepted plan unless deviations are accepted by Owner in writing.
- C. Insofar as possible, all equipment and facilities shall be tested and in operating condition before the final tie-ins are made which connect new equipment and facilities to existing equipment and facilities.

1.8 OWNER OCCUPANCY

- A. Owner will occupy premises during entire period of construction.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

1.9 PERMITS

- A. Furnish all necessary permits for construction of Work including the following:
 - 1. City of Buffalo Building permit.

SECTION 011000 – SUMMARY

1.10 QUALITY ASSURANCE

- A. For Products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to the most recent edition of all Reference Standards.
- C. Obtain copies of standards when required by the Contract Documents.
- D. Maintain copy at project site during submittals, planning, and progress of the specific Work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from the ENGINEER before proceeding.
- F. The contractual relationship, duties, and responsibilities of the parties in Contract nor those of the ENGINEER shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.11 APPLICABLE CODES

- A. All materials, products, and construction procedures used during the execution of this Contract or incorporated in the Work shall comply with the latest provisions of applicable codes, regulations, and standards. A partial listing includes the following:
 - 1. Official Compilation of Codes, Rules, and Regulations of the State of New York. (NYCRR).
 - 2. Building Codes of the State of New York, including the following:
 - a. Building Code
 - b. Energy Conservation Construction Code
 - c. Fire Code
 - d. Fuel Gas Code
 - e. Mechanical Code
 - f. Plumbing Code
 - g. Property Maintenance Code
 - h. Residential Code
 - 3. Uniform Building Code (UBC)
 - 4. National Fire Codes
 - 5. Regulations and Standards of the Occupational Safety and Health Act (OSHA), of the U.S. Department of Labor, and of the State of New York
 - 6. American National Standards Institute (ANSI)
 - 7. American Society for Testing and Materials (ASTM)
 - 8. Other applicable codes, regulations, and standards of the State of New York.
 - 9. Other applicable codes, regulations listed in the Specifications, and standards of utility companies.
- B. Specific provisions of codes, regulations, and standards may be referenced in the Specifications to assist the CONTRACTOR and identify options selected by the ENGINEER.

SECTION 011000 – SUMMARY

- C. Such references do not relieve the CONTRACTOR from compliance with other applicable provisions of the codes, regulations, and standards not specifically referenced.

1.12 SPECIFICATION CONVENTIONS

- A. These Specifications are written in imperative mood and streamlined form. This imperative language is directed to Contractor unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 012000 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Contingency allowances.
- B. Schedule of Values.
- C. Application for Payment.
- D. Change procedures.
- E. Defect assessment.

1.2 CONTINGENCY ALLOWANCES

- A. Include a stipulated sum/price for use upon Owner's instruction as a contingency allowance as per the Proposal Form.
- B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead, and profit will be included in Change Orders authorizing expenditure of funds from this contingency allowance.
- C. Funds will be drawn from contingency allowance only by Change Order.
- D. At closeout of Contract, funds remaining in contingency allowance will be credited to Owner by Change Order.

1.3 SCHEDULE OF VALUES

- A. The Schedule of Values is an itemized list that establishes the value or cost of each part of the Work for each lump sum bid item. It shall be used as the basis for preparing progress payments and may be used as a basis for negotiations concerning additional Work or credits which may arise during the construction. Quantities and unit prices may be included in the schedule when approved by or required by the ENGINEER.
- B. Submit schedule on Contractor's standard form.
- C. Submit electronic copy of schedule to ENGINEER for approval before Work commences on the site. After review by ENGINEER, revise and resubmit Schedule as required until it is approved.
- D. No partial payment will be considered for payment prior to acceptance of the Schedule of Values by the ENGINEER and OWNER
- E. Format: Use Table of Contents of this Project Manual. Identify each line item with number and title of major Specification Section. Also identify site mobilization, temporary facilities, bonds, and insurance.
- F. Include in each line item amount of allowances as specified in this Section.

SECTION 012000 - PRICE AND PAYMENT PROCEDURES

- G. When requested by ENGINEER, support values with data that will substantiate their correctness.
- H. The manner in which overhead and profit are shown shall be approved by the ENGINEER.
- I. There will be no payment for stored materials and equipment stored on site prior to installation due to short duration of this project.

1.4 APPLICATION FOR PAYMENT

- A. Submit electronic copies of each Application for Payment.
- B. Content and Format: Use Schedule of Values for listing items in Application for Payment.
- C. Submit updated construction schedule with each Application for Payment.
- D. Payment Period: Submit at intervals stipulated in the Agreement.
- E. Submit submittals with transmittal letter as specified in Section 013300 - Submittal Procedures.
- F. Substantiating Data: When Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
 - 1. Current construction photographs specified in Section 013300 - Submittal Procedures.
 - 2. Partial release of liens from major Subcontractors and vendors.
 - 3. Record Documents as specified in Section 017000 - Execution and Closeout Requirements, for review by Owner, which will be returned to Contractor.
 - 4. Affidavits attesting to off-Site stored products.
 - 5. Construction Progress Schedule, revised and current as specified in Section 013300 - Submittal Procedures.

1.5 CHANGE PROCEDURES

- A. Submittals: Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. Carefully study and compare Contract Documents before proceeding with fabrication and installation of Work. Promptly advise Owner/Engineer of any error, inconsistency, omission, or apparent discrepancy.
- C. Requests for Interpretation (RFI) and Clarifications: Allot time in construction scheduling for liaison with Engineer; establish procedures for handling queries and clarifications.
 - 1. Engineer may respond with a direct answer on the Request for Interpretation form, Clarification Notice, or Proposal Request.

SECTION 012000 - PRICE AND PAYMENT PROCEDURES

- D. Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions.
- E. Engineer may issue a Proposal Request including a detailed description of proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change. Contractor will prepare and submit estimate within 5 days.
- F. Contractor may propose changes by submitting a request for change to Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change and the effect on Contract Sum/Price and Contract Time with full documentation and a statement describing effect on the Work by separate or other Contractors.
- G. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for Change Order as approved by Architect/Engineer.
- H. Construction Change Directive: Engineer may issue directive signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.
- I. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract. Engineer will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.
- J. Maintain detailed records of Work done on time and material basis. Provide full information required for evaluation of proposed changes and to substantiate costs for changes in the Work.
- K. Document each quotation for change in Project Cost or Time with sufficient data to allow evaluation of quotation.
- L. Change Order Forms: Prepare change orders on Contractor's letterhead.
- M. Execution of Change Orders: Executed Change Orders shall have signatures of parties as provided in Conditions of the Contract.
- N. Correlation of Contractor Submittals:
 - 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
 - 2. Promptly revise Progress Schedules to reflect change in Contract Time, revise subschedules to adjust times for other items of Work affected by the change, and resubmit.
 - 3. Promptly enter changes in Record Documents.

SECTION 012000 - PRICE AND PAYMENT PROCEDURES

1.6 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of Engineer, it is not practical to remove and replace the Work, Engineer will direct appropriate remedy or adjust payment. The Engineer may determine the defective Work shall remain or that the defective Work shall be partially repaired.
- C. The defective Work that is to remain, the unit sum/price will be adjusted to new sum/price at discretion of Engineer.
- D. Defective Work that is to be partially repaired according to instructions of Engineer, the unit sum/price will be adjusted to new sum/price at discretion of Engineer.
- E. Individual Specification Sections may modify these options or may identify specific formula or percentage sum/price reduction.
- F. Authority of Engineer to assess defects and identify payment adjustments is final.
- G. Nonpayment for Rejected Products: Payment will not be made for rejected products for any of the following reasons:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from transporting vehicle.
 - 4. Products placed beyond lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected products.
 - 7. Include as part of each Alternate: Miscellaneous devices, appurtenances, and similar items incidental to or necessary for complete installation.
 - 8. Coordinate Alternate with adjacent Work and modify or adjust as necessary to ensure integration.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance.
- B. Product options.
- C. Product substitution procedures.
- D. Installer substitution procedures.

1.2 QUALITY ASSURANCE

- A. Contract is based on products and standards established in Contract Documents without consideration of proposed substitutions.
- B. Products specified define standard of quality, type, function, dimension, appearance, and performance required.
- C. Substitution Proposals: Permitted for specified products except where specified otherwise. Do not substitute products unless substitution has been accepted and approved in writing by Owner.

1.3 PRODUCT OPTIONS

- A. See Section 016000 - Product Requirements.

1.4 PRODUCT SUBSTITUTION PROCEDURES

- A. Owner/Engineer will consider requests for substitutions only within 30 days after execution of Agreement.
- B. Substitutions may be considered when a product becomes unavailable through no fault of Contractor.
- C. Document each request with complete data, substantiating compliance of proposed substitution with Contract Documents, including:
 - 1. Manufacturer's name and address, product, trade name, model, or catalog number, performance and test data, and reference standards.
 - 2. Itemized point-by-point comparison of proposed substitution with specified product, listing variations in quality, performance, and other pertinent characteristics.
 - 3. Reference to Article and Paragraph numbers in Specification Section.
 - 4. Cost data comparing proposed substitution with specified product and amount of net change to Contract Sum.
 - 5. Changes required in other Work.
 - 6. Availability of maintenance service and source of replacement parts as applicable.
 - 7. Certified test data to show compliance with performance characteristics specified.

SECTION 012500 - SUBSTITUTION PROCEDURES

8. Samples when applicable or requested.
 9. Other information as necessary to assist Architect/Engineer's evaluation.
- D. A request constitutes a representation that Contractor:
1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
 2. Will provide same warranty for substitution as for specified product.
 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 5. Will coordinate installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
 6. Will reimburse Owner for review or redesign services associated with reapproval by authorities having jurisdiction.
- E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals without separate written request or when acceptance will require revision to Contract Documents.
- F. Substitution Submittal Procedure:
1. Submit requests for substitutions on Contractor's letterhead.
 2. Submit five (5) copies of Request for Substitution for consideration. Limit each request to one proposed substitution.
 3. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
 4. Engineer will notify Contractor in writing of decision to accept or reject request.

1.5 INSTALLER SUBSTITUTION PROCEDURES

- A. Owner/Engineer will consider requests for substitutions only within 15 days after date established in Notice to Proceed.
- B. Document each request with:
1. Installer's qualifications.
 2. Installer's experience in work similar to that specified.
 3. Other information as necessary to assist Architect/Engineer's evaluation.
- C. Substitution Submittal Procedure:
1. Submit electronic copies of Request for Substitution for consideration. Limit each request to one proposed substitution.
 2. Owner/Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 012700 - MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Description
- B. Engineer's Estimate of Quantities
- C. Related Provisions
- D. Bid Items

1.2 DESCRIPTION

- A. The items listed below in Article 1.5 refer to and are the same pay items listed in the Bid Form. They constitute the pay items for the completion of the Work. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, plant, services, Engineer's and/or Contractor's field offices, layout surveys, job signs, sanitary requirements, permits, testing, safety devices, approval and record drawings, water supplies, power, maintaining traffic, removal of waste, watchmen, bonds, insurance, test pits and all other requirements of the General Conditions, Supplementary Conditions, and the General Requirements. Compensation for all such services, things and materials shall be included in the prices stipulated for the lump sum and work unit price pay items listed herein.
- B. The lump sum and unit bid prices will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- C. The Contractor shall furnish all labor, materials, tools, equipment, services, and all appurtenances necessary to perform all work required, at the lump sum prices for the items listed in the Bidder's Proposal. Each bid item shall include all costs to perform all work to complete each item. Work shall include, but is not necessarily limited to removal and disposal of existing roofing, windows and doors and installation of new roofing system, windows, doors and appurtenances.

1.3 CONTINGENCY ALLOWANCE

- A. Contingency allowances are stipulated amounts available as reserved for sole use by Owner to cover unanticipated costs.
- B. When authorization of Work under contingency allowance is contemplated by Owner for a defined scope, submit Change Order proposal to Engineer. Prepare Change Order proposal in accordance with the General Conditions as may be modified by the Supplementary Conditions, except that payments within limit of contingency allowance shall exclude cost of bond and insurance premiums.

1.4 RELATED PROVISIONS

- A. Payments to Contractor: Refer to General Conditions and Agreement.

SECTION 012700 - MEASUREMENT AND PAYMENT

B. Changes in Contract Price: General Conditions.

C. Summary: Section 011000.

1.5 BID ITEMS

A. ITEM 1 – Playground Construction and Landscaping

1. Work Included:

- a. The work shall consist of furnishing all labor, materials, equipment, and incidentals to construct the playground and landscaping as shown and specified. Construction consists of, but not limited to, the following activities as shown and/or implied in the Contract Documents.
- b. Coordination with Owners Operations.
- c. Obtaining required permits.
- d. Site preparation, drainage improvements and surfacing as shown and specified.
- e. Receive and install Owner purchased playground equipment included in Appendix 1.
- f. Landscaping as shown as specified.
- g. All work as shown, specified and required.
- h. Provide as-built drawings, O&M manuals, and warranties.

2. Payment:

- a. The unit price bid shall be full compensation for furnishing all labor, materials, equipment, and incidentals required to construct the playground and windows as shown, specified, or directed.

B. ITEM 2 – Contingency Allowance

1. Work Included:

- a. The Contractor shall furnish all labor, materials, tools, equipment and incidentals required to perform unspecified additional work as determined in the field and/or authorized in writing by the Engineer.

2. Materials:

- a. Materials shall be as specified on the Plans and/or in the applicable sections of the Technical Specifications and/or as ordered and approved by the Engineer.

3. Measurement and Payment:

- a. Measurement for payment shall be the actual work performed and approved for payment by the Engineer.
- b. Total payment for this item shall be based on the unit and/or lump sum prices stated in the Proposal or at negotiated costs for the type or actual amount of unspecified work performed and approved for payment.
- c. The total allowance amount shall be Twenty-Five Thousand Dollars (\$25,000.00).

1.6 ALTERNATE BID ITEMS

A. ALTERNATE DEDUCT ITEM 1 – Provide and Install 8 and 6 Foot Bench In Lieu of Custom Bench

1. Work Included:

- a. The work shall consist of furnishing all labor, materials, equipment, and incidentals to Provide and Install 8 and 6 Foot Bench In Lieu of Custom

SECTION 012700 - MEASUREMENT AND PAYMENT

Bench as shown and specified. Construction consists of, but not limited to, the following activities as shown and/or implied in the Contract Documents.

- b. Coordination with Owners operations.
- c. All work as shown, specified and required.

2. Payment:

- a. The lump sum deduct price bid full compensation for furnishing all labor, materials, equipment, and incidentals required to Provide and Install 8 and 6 Foot Bench In Lieu of Custom Bench as shown and specified.

B. ALTERNATE DEDUCT ITEM 2 – Provide Integral Concrete Aggregate in Lieu of Permeable Pavers

1. Work Included:

- a. The Contractor shall furnish all labor, materials, tools, equipment and incidentals required to Provide and Install Integral Concrete Aggregate in Lieu of Permeable Pavers as shown and specified. Construction consists of, but not limited to, the following activities as shown and/or implied in the Contract Documents.

2. Materials:

- a. Materials shall be as specified on the Plans and/or in the applicable sections of the Technical Specifications and/or as ordered and approved by the Engineer.

3. Payment:

- a. The lump sum deduct price bid full compensation for furnishing all labor, materials, equipment, and incidentals required Provide and install Integral Concrete Aggregate in Lieu of Permeable Pavers as shown and specified.

C. ALTERNATE DEDUCT ITEM 3 – Eliminate Linear Hoover Rain Shade

1. Work Included:

- a. The Contractor shall eliminate all work to furnish and install Linear Hoover Rain Shade.

2. Payment:

- a. The lump sum deduct price bid full compensation for eliminating all labor, materials, equipment, and incidentals required Provide and install Linear Hoover Rain Shade as shown and specified.

D. ALTERNATE DEDUCT ITEM 4 – Eliminate 6 Curved Loop Arc Benches

1. Work Included:

- a. The Contractor shall eliminate all work to furnish and install 6 Curved Loop Arc Benches as shown and specified.

2. Payment:

- a. The lump sum deduct price bid full compensation for eliminating all labor, materials, equipment, and incidentals required Provide and install 6 Curved Loop Arc Benches as shown and specified.

SECTION 012700 - MEASUREMENT AND PAYMENT

PART 2 - PRODUCTS – Not Used

PART 3 - EXECUTION – Not Used

END OF SECTION

SECTION 012900 - SCHEDULE OF VALUES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Description
- B. Preparation
- C. Submittal

1.2 DESCRIPTION

- A. The Schedule of Values is an itemized list that establishes the value or cost of each part of the Work. It shall be used as the basis for preparing progress payments and may be used as a basis for negotiations concerning additional work or credits which may arise during the construction. Quantities and unit prices may be included in the schedule when approved by or required by the Engineer.

1.3 PREPARATION

- A. Schedule shall show breakdown of labor, materials equipment and other costs used in preparation of the Bid.
- B. Costs shall be in sufficient detail to indicate separate amounts for each Section of the Specification and each site.
- C. Contractor may include an item for bond, insurance, temporary facilities and job mobilization. This item will be included for payment at a rate of 25 percent per month for the first four months.
- D. Schedule of Values shall be prepared on 8½-inch by 11-inch white paper.
- E. Use Table of Contents of the Specifications as basis for Schedule format and identify each item with number and title in the Table of Contents. List sub-items of major products or systems as appropriate or when requested by Engineer.
- F. When requested by Engineer, support values with data that will substantiate their correctness.
- G. The sum of the individual values shown on the Schedule of Values must equal the total Contract Price.
- H. Each item shall include a directly proportional amount of the Contractor's overhead and profit.
- I. Schedule shall show the purchase and delivery costs for materials and equipment that the Contractor anticipates he shall request payment for prior to their installation.
- J. Included in the detailed breakdown shall be a line item for "record documents". This amount is for preparing and supplying required information and documentation.

SECTION 012900 - SCHEDULE OF VALUES

1.4 SUBMITTAL

- A. Submit electronic copies of Schedule to Engineer for approval at least 20 days prior to submitting first application for a progress payment but no later than 10 days after date of execution of agreement. After review by Engineer, revise and resubmit Schedule as required until it is approved.

PART 2 - PRODUCTS – Not Used

PART 3 - EXECUTION – Not Used

END OF SECTION

SECTION 013000 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Coordination and Project conditions.
- B. Preconstruction meeting.
- C. Site mobilization meeting.
- D. Progress meetings.
- E. Preinstallation meetings.
- F. Closeout meeting.
- G. Alteration procedures.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various Sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify that utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate Work of various Sections having interdependent responsibilities for installing, connecting to, and placing operating equipment in service.
- C. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit as closely as practical; place runs parallel with lines of building. Use spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
 - 1. Coordination Drawings: Prepare as required to coordinate all portions of Work. Show relationship and integration of different construction elements that require coordination during fabrication or installation to fit in space provided or to function as intended. Indicate locations where space is limited for installation and access and where sequencing and coordination of installations are important.
- D. Coordination Meetings: In addition to other meetings specified in this Section, hold coordination meetings with personnel and Subcontractors to ensure coordination of Work.
- E. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion.
- F. After Owner's occupancy of premises, coordinate access to Site for correction of defective Work and Work not complying with Contract Documents, to minimize disruption of Owner's activities.

SECTION 013000 - ADMINISTRATIVE REQUIREMENTS

1.3 PRECONSTRUCTION MEETING

- A. Engineer will schedule and preside over meeting after Notice of Award.
- B. Attendance Required: Engineer, Owner, major Subcontractors, and Contractor.
- C. Minimum Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Subcontractors.
 - 5. Schedule of values.
 - 6. Progress Schedule.
 - 7. Designation of personnel representing parties in Contract and Engineer.
 - 8. Communication procedures.
 - 9. Procedures and processing of requests for interpretations, field decisions, field orders, submittals, substitutions, Applications for Payments, proposal request, Change Orders, and Contract closeout procedures.
 - 10. Scheduling.
 - 11. Critical Work sequencing.
 - 12. Coordination with other CONTRACTORS
 - 13. Processing of Shop Drawings
 - 14. Insurance in force
 - 15. Use of premises
 - 16. Safety and first aid procedures
 - 17. Security
 - 18. Housekeeping
 - 19. Record Drawings
- D. Engineer shall record minutes and distribute copies to participants within two days after meeting to Attendees and those affected by decisions made.

1.4 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Engineer will make arrangements for meetings, prepare agenda with copies for participants, and preside over meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Engineer, and Owner, as appropriate to agenda topics for each meeting.
- D. Minimum Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems impeding planned progress.
 - 5. Review of submittal schedule and status of submittals.
 - 6. Review of off-Site fabrication and delivery schedules.
 - 7. Maintenance of Progress Schedule.

SECTION 013000 - ADMINISTRATIVE REQUIREMENTS

8. Corrective measures to regain projected schedules.
 9. Planned progress during succeeding work period.
 10. Coordination of projected progress.
 11. Maintenance of quality and work standards.
 12. Effect of proposed changes on Progress Schedule and coordination.
 13. Change Orders
 14. Applications for payment
 15. Other business relating to Work.
- E. Engineer: Record minutes and distribute copies to participants within two days after meeting, to attendees and those affected by decisions made.

1.5 PREINSTALLATION MEETINGS

- A. When required in individual Specification Sections, convene preinstallation meetings at Project Site before starting Work of specific Section.
- B. Require attendance of parties directly affecting, or affected by, Work of specific Section.
- C. Notify Engineer four days in advance of meeting date.
- D. Prepare agenda and preside over meeting:
1. Review conditions of installation, preparation, and installation procedures.
 2. Review coordination with related Work.
- E. Engineer will record minutes and distribute copies to participants within two days after meeting, to attendees and those affected by decisions made.

1.6 CLOSEOUT MEETING

- A. Engineer will schedule a Project closeout meeting with sufficient time to prepare for requesting Substantial Completion. Preside over meeting and be responsible for minutes.
- B. Attendance Required: Contractor, major Subcontractors, Engineer, Owner, and others appropriate to agenda.
- C. Minimum Agenda:
1. Start-up of facilities and systems.
 2. Operations and maintenance manuals.
 3. Testing, adjusting, and balancing.
 4. System demonstration and observation.
 5. Operation and maintenance instructions for Owner's personnel.
 6. Contractor's inspection of Work.
 7. Contractor's preparation of an initial "punch list."
 8. Procedure to request Engineer inspection to determine date of Substantial Completion.
 9. Completion time for correcting deficiencies.
 10. Inspections by authorities having jurisdiction.
 11. Certificate of Occupancy and transfer of insurance responsibilities.
 12. Partial release of retainage.
 13. Final cleaning.

SECTION 013000 - ADMINISTRATIVE REQUIREMENTS

14. Preparation for final inspection.
15. Closeout Submittals:
 - a. Project record documents.
 - b. Operating and maintenance documents.
 - c. Operating and maintenance materials.
 - d. Affidavits.
16. Final Application for Payment.
17. Contractor's demobilization of Site.
18. Maintenance.

- D. Engineer will record minutes and distribute copies to participants within two days after meeting to attendees and those affected by decisions made.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION

3.1 ALTERATION PROCEDURES

- A. Entire facility will be occupied for normal operations during progress of construction. Cooperate with Owner in scheduling operations to minimize conflict and to permit continuous usage.
 1. Perform Work not to interfere with operations of occupied areas.
 2. Keep utility and service outages to a minimum and perform only after written approval of Owner.
 3. Clean Owner-occupied areas daily. Clean spillage, overspray, and heavy collection of dust in Owner-occupied areas immediately.
- B. Materials: As specified in product Sections; match existing products with new products for patching and extending Work.
- C. Employ skilled and experienced installer to perform alteration and renovation Work.
- D. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion. Comply with Section 017000 - Execution and Closeout Requirements
- E. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- F. Remove debris and abandoned items from area and from concealed spaces.
- G. Prepare surface and remove surface finishes to permit installation of new Work and finishes.
- H. Close openings in exterior surfaces to protect existing Work from weather and extremes of temperature and humidity.
- I. Remove, cut, and patch Work to minimize damage and to permit restoring products and finishes to original condition.

SECTION 013000 - ADMINISTRATIVE REQUIREMENTS

- J. Where new Work abuts or aligns with existing Work, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- K. When finished surfaces are cut so that smooth transition with new Work is not possible, terminate existing surface along straight line at natural line of division and submit recommendation to Engineer for review.
- L. Where change of plane of 1/4 inch or more occurs, submit recommendation for providing smooth transition to Architect/Engineer for review.
- M. Patch or replace portions of existing surfaces that are damaged, lifted, discolored, or showing other imperfections.
- N. Finish surfaces as specified in individual product Sections.

END OF SECTION

SECTION 013110 - COORDINATION WITH OWNER'S OPERATIONS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Description
- B. Submittals
- C. Use of Owner's Facilities
- D. Coordination with Owners operations

1.2 DESCRIPTION

- A. CONTRACTOR shall carry out all operations to avoid interference with the operations of the existing facilities.
- B. CONTRACTOR shall cooperate fully with the OWNER when the CONTRACTOR's operations or unforeseen conditions beyond the OWNER's control negatively effect the operation of Owner Hall. The CONTRACTOR shall cooperate fully with the OWNER including the stopping of work to avoid detrimental issues, at no additional cost to the OWNER.
- C. The OWNER may restrict the CONTRACTOR's operations with respect to shutdowns, tie-ins, and starting and placing equipment in operation as specified.

1.3 SUBMITTALS

- A. For work which may affect the OWNER's operations, submit to the ENGINEER for approval the following:
 - 1. Detailed schedules and descriptions of construction procedures.
 - 2. Inventory of labor, materials, equipment and supplies needed to perform the work.
 - 3. Detailed description of all preparatory work.
 - 4. Submittals required for equipment and material described under other Sections.
 - 5. The plan shall clearly demonstrate the CONTRACTOR's ability to meet the time limitations specified.
- B. All information submitted shall be in conformance with Submittal Procedures.
- C. All information shall be submitted not less than 21 days prior to commencing the work. CONTRACTOR shall provide OWNER written notice at least 2 weeks before shutdowns or tie-ins are required.
- D. No work which may affect the OWNER's operations will be permitted until the required submittals are approved by the ENGINEER.

1.4 USE OF OWNER'S FACILITIES

- A. CONTRACTOR may use existing facilities or equipment in the new Work for construction purposes only if the OWNER'S written permission is obtained.

SECTION 013110 - COORDINATION WITH OWNER'S OPERATIONS

- B. Restore existing facilities and equipment used for temporary purposes to original condition in a manner satisfactory to OWNER.
- C. CONTRACTOR shall assume full responsibility for any damage that may result to existing or new facilities or equipment used for construction purposes and shall repair or replace any damaged facilities or equipment at CONTRACTOR'S cost.

1.5 COORDINATION WITH OWNER'S OPERATIONS

- A. All operation of existing equipment required for shutdowns shall be done by the Contractor, unless otherwise directed by the OWNER or ENGINEER.
- B. Insofar as possible, all equipment and material shall be tested and in operating condition and all preparatory work shall be completed to the greatest extent possible before shutdowns are commenced.
- C. Work that requires shutdowns shall be coordinated with the OWNER and ENGINEER. The CONTRACTOR may be limited to a specific period of time for the shutdown, and/or non-standard working hours for shutdowns.
- D. All work shall be scheduled at the convenience of the OWNER and under no circumstances shall it adversely affect the quality of operations at the Chamber of Commerce Welcome Center.
- E. CONTRACTOR shall coordinate the shutdowns with the OWNER, ENGINEER, and other Work specified under this Contract.

PART 2 - PRODUCTS – Not Used

PART 3 - EXECUTION – Not Used

END OF SECTION

SECTION 013216 - CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Submittals.
- B. Bar chart schedules.
- C. Review and evaluation.
- D. Updating schedules.
- E. Distribution.

1.2 SUBMITTALS

- A. Within 10 days after date established in Notice to Proceed, submit proposed preliminary schedule defining planned operations.
- B. Participate in review of preliminary schedule jointly with Engineer.
- C. Provide the following Schedule Updates monthly:
 - 1. Overall percent complete, projected and actual.
 - 2. Changes in Work scope and activities modified since submittal.
 - 3. Delays in submittals or resubmittals, deliveries, or Work.
 - 4. Adjusted or modified sequences of Work.
 - 5. Other identifiable changes.
 - 6. Revised projections of progress and completion.

1.3 BAR CHART SCHEDULES

- A. Format: Bar chart Schedule, to include at least:
 - 1. Identification and listing in chronological order of those activities reasonably required to complete the Work, including:
 - a. Subcontract Work.
 - b. Major equipment design, fabrication, factory testing, and delivery dates including required lead times.
 - c. Move-in and other preliminary activities.
 - d. Equipment and equipment system test and startup activities.
 - e. Project closeout and cleanup.
 - f. Work sequences, constraints, and milestones.
 - 2. Listings identified by Specification Section number.
 - 3. Identification of the following:
 - a. Horizontal time frame by year, month, and week.
 - b. Duration, early start, and completion for each activity and subactivity.
 - c. Critical activities and Project float.
 - d. Subschedules to further define critical portions of Work.

SECTION 013216 - CONSTRUCTION PROGRESS SCHEDULE

1.4 REVIEW AND EVALUATION

- A. Participate in joint review and evaluation of schedules with Engineer at each submittal.
- B. Evaluate Project status to determine Work behind schedule and Work ahead of schedule.
- C. After review, revise schedules incorporating results of review, and resubmit within 10 days.

1.5 UPDATING SCHEDULES

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity. Update schedules to depict current status of Work.
- C. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- D. Upon approval of a Change Order, include the change in the next schedule submittal.
- E. Indicate changes required to maintain Date of Substantial Completion.
- F. Submit as required to support recommended changes.
- G. Prepare narrative report to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken or proposed and its effect including effects of changes on schedules of separate Contractors.

1.6 DISTRIBUTION

- A. Following joint review, distribute copies of updated schedules to Contractor's Project site file, to Subcontractors, suppliers, Engineer, and Owner.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Definitions.
- B. Submittal procedures.
- C. Construction progress schedules.
- D. Product data.
- E. Shop Drawings.
- F. Other submittals.
- G. Design data.
- H. Test reports.
- I. Certificates.
- J. Manufacturer's instructions.
- K. Contractor review.
- L. Engineer review.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action.
- B. Informational Submittals: Written and graphic information and physical Samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements.

1.3 SUBMITTAL PROCEDURES

- A. A letter of transmittal shall accompany each submission. If data for more than one Section of the Specifications are submitted, a separate transmittal letter shall accompany each Section submitted. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- B. Identify: Project, Contractor, Subcontractor and supplier, pertinent Drawing and detail number, and Specification Section number appropriate to submittal.
- C. Apply Contractor's stamp, signed or initialed, certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is according to requirements of the Work and Contract Documents.

SECTION 013300 - SUBMITTAL PROCEDURES

- D. Submittals of Shop Drawings, etc. shall be submitted electronically to: Nussbaumer & Clarke, Inc. All submittals and drawings shall be in the English language. For each submittal for review, allow 15 days excluding delivery time to and from Contractor.
- E. Identify variations in Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
- F. Allow space on submittals for Contractor and Engineer review stamps.
- G. Incomplete Submittals: Engineer will not review. Complete submittals for each item are required. Delays resulting from incomplete submittals are not the responsibility of Engineer.
- H. At the beginning of each letter of transmittal and each letter of inquiry, provide a reference heading indicating the following:
1. OWNER's Name: People, Inc.
 2. Project Name: Oxford Community Lot – Playground and Landscaping Project
 3. Contract No.: 2026-01
 4. Transmittal No.
 5. Section and Item No.
- I. All submittals for approval shall have an identifying title. The CONTRACTOR should have a rubber stamp made for affixing this title. The Section and Item number shall be completed in ink.
- J. All submittals shall bear the stamp of approval and signature of the CONTRACTOR as evidence that the CONTRACTOR has reviewed them. Submittals without this stamp of approval will not be reviewed by the ENGINEER and will be returned to the CONTRACTOR. The stamp shall contain the following minimum information:
1. CONTRACTOR's Name: _____
 2. Date: _____
 - Reference-----
 3. Item: _____
 4. Specifications: _____
 5. Section: _____
 6. Page No.: _____
 7. Para. No.: _____
 8. Drawing No.: _____ of _____
 9. Location: _____
 10. Submittal No.: _____
 11. Approved By: _____
- K. A number shall be assigned to each submittal by the CONTRACTOR starting with No. 1 and thence numbered consecutively. Resubmittals shall be identified by the same number followed by the suffix "A" for the first resubmittal, the suffix "B" for the second resubmittal, etc.
- L. The CONTRACTOR shall initially submit to the ENGINEER electronic copies of all submittals.

SECTION 013300 - SUBMITTAL PROCEDURES

- M. After the ENGINEER completes his review, the submittal will be marked with one (1) of the following notations:
1. Reviewed.
 2. Reviewed as Noted.
 3. Revise and Resubmit.
 4. Rejected.
- N. If a submittal is acceptable, it will be marked "Reviewed" or "Reviewed as Noted." copies of the submittal will be returned to the CONTRACTOR.
- O. Upon return of a submittal marked "Reviewed" or "Reviewed as Noted," the CONTRACTOR may order, ship, or fabricate the materials included on the submittal, provided it is in accordance with the corrections indicated. For extensive corrections or corrections of major importance affecting other items, the ENGINEER may require that the CONTRACTOR make the corrections indicated thereon and resubmit for a final review.
- P. If a submittal is unacceptable, copies will be returned to the CONTRACTOR with one of the following notations:
1. "Revise and Resubmit."
 2. "Rejected."
- Q. Upon return of a submittal marked "Revise and Resubmit," the CONTRACTOR shall make the corrections indicated and repeat the initial approval procedure. The "Rejected" notation is used to indicate material or equipment that is not acceptable. Upon return of a submittal so marked, the CONTRACTOR shall repeat the initial approval procedure utilizing acceptable material or equipment.
- R. When revised for resubmission, identify changes made since previous submission.
- S. Submittals not bearing the ENGINEER's "Approved" notation shall not be issued to subcontractors nor utilized for construction purposes. No work shall be performed or equipment installed without an "Approved" drawing or submittal.
- T. In the event the CONTRACTOR obtains the ENGINEER's approval for the use of equipment other than that which is shown or specified, the CONTRACTOR shall, at his own expense and using methods approved by the ENGINEER, make all changes to the Work, including structures, piping, electrical, equipment and controls, that may be necessary to accommodate this equipment.
- U. The ENGINEER will review and process all submittals promptly, but a reasonable time should be allowed for this, for the drawings being revised and resubmitted, and for time required to return the approved drawings to the CONTRACTOR.
- V. It is the responsibility of the CONTRACTOR to review submittals made by suppliers and Subcontractors before transmitting them to the ENGINEER to assure proper coordination of the Work and to determine that each submittal is in accordance with the desires of the CONTRACTOR and that there is sufficient information about materials and equipment for the ENGINEER to determine compliance with the Drawings and Specifications. Incomplete or inadequate submittals will be returned for revision without review.

SECTION 013300 - SUBMITTAL PROCEDURES

- W. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- X. Submittals not requested will not be recognized nor processed.

1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. Comply with Section 013216 - Construction Progress Schedule

1.5 PRODUCT DATA

- A. Product Data: Action Submittal: Submit to Engineer for review for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Submit electronic submittals via email as PDF electronic files.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 017000 - Execution and Closeout Requirements.

1.6 SHOP DRAWINGS

- A. Shop Drawings: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a professional Engineer responsible for designing components shown on Shop Drawings.
 - 1. Include signed and sealed calculations to support design.
 - 2. Submit Shop Drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
 - 3. Make revisions and provide additional information when required by authorities having jurisdiction.
- D. Submit electronic submittals via email as PDF electronic files.
- E. If Shop Drawing submittals show variation from the requirements of the Contract because of standard shop practices or for other reasons, the CONTRACTOR shall make specific mention of such variation in a letter of transmittal.

SECTION 013300 - SUBMITTAL PROCEDURES

- F. Shop Drawings shall be submitted well in advance of the need for the material or equipment for construction and with ample allowance for time required to make delivery of material or equipment after data covering such is approved. The CONTRACTOR shall assume the risk for all materials or equipment, which are fabricated or delivered prior to the approval of Shop Drawings. No materials or equipment will be permitted to be incorporated into the Work nor will such be included in monthly estimates until approval thereof has been obtained in the specified manner.
- G. Approval of Shop Drawings shall not relieve the CONTRACTOR from the responsibility of furnishing materials and equipment of proper dimension, size, quality, quantity, and all performance characteristics to efficiently perform the requirements and intent of the Contract Documents. Approval shall not relieve the CONTRACTOR from responsibility for errors of any sort on the Shop Drawings. Approval is intended only to assure conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The CONTRACTOR is responsible for dimensions, which shall be confirmed and correlated at the Project Site. The CONTRACTOR is also responsible for information that pertains solely to the fabrication processes or to the technique of construction and for the coordination of the Work of all trades.
- H. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 017000 - Execution and Closeout Requirements.

1.7 OTHER SUBMITTALS

- A. Closeout Submittals: Comply with Section 017000 - Execution and Closeout Requirements.
- B. Informational Submittal: Submit data for Engineer's knowledge as Contract administrator or for Owner.
- C. Submit information for assessing conformance with information given and design concept expressed in Contract Documents.

1.8 TEST REPORTS

- A. Informational Submittal: Submit reports for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.9 CERTIFICATES

- A. Informational Submittal: Submit certification by manufacturer, installation/application Subcontractor, or Contractor to Engineer, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

SECTION 013300 - SUBMITTAL PROCEDURES

- C. Certificates may be recent or previous test results on material or product but must be acceptable to Engineer.

1.10 MANUFACTURER'S INSTRUCTIONS

- A. Informational Submittal: Submit manufacturer's installation instructions for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing, to Engineer in quantities specified for Product Data.
- C. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.11 CONTRACTOR REVIEW

- A. Review for compliance with Contract Documents and approve submittals before transmitting to Engineer.
- B. Contractor: Responsible for:
 - 1. Determination and verification of materials including manufacturer's catalog numbers.
 - 2. Determination and verification of field measurements and field construction criteria.
 - 3. Checking and coordinating information in submittal with requirements of Work and of Contract Documents.
 - 4. Determination of accuracy and completeness of dimensions and quantities.
 - 5. Confirmation and coordination of dimensions and field conditions at Site.
 - 6. Construction means, techniques, sequences, and procedures.
 - 7. Safety precautions.
 - 8. Coordination and performance of Work of all trades.
- C. Stamp, sign or initial, and date each submittal to certify compliance with requirements of Contract Documents.
- D. Do not fabricate products or begin Work for which submittals are required until approved submittals have been received from Engineer.

1.12 ENGINEER REVIEW

- A. Informational submittals and other similar data are for Engineer's information, do not require Engineer's responsive action, and will not be reviewed or returned with comment.
- B. Submittals made by Contractor that are not required by Contract Documents may be returned without action.
- C. Submittal approval does not authorize changes to Contract requirements unless accompanied by Change Order or Construction Change Directive.
- D. Owner may withhold monies due to Contractor to cover additional costs beyond the second submittal review.

SECTION 013300 - SUBMITTAL PROCEDURES

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Quality control.
- B. Tolerances.
- C. References.
- D. Labeling.
- E. Testing and inspection services.
- F. Manufacturers' field services.

1.2 QUALITY CONTROL

- A. Monitor quality control over suppliers, manufacturers, products, services, Site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with specified standards as the minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- C. Perform Work using persons qualified to produce required and specified quality.
- D. Products, materials, and equipment may be subject to inspection by Engineer and Owner at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.
- E. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

1.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' recommended tolerances and tolerance requirements in reference standards. When such tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard except when more rigid requirements are specified or are required by applicable codes.

SECTION 014000 - QUALITY REQUIREMENTS

- B. Conform to reference standard by date of issue current as of date of Contract Documents except where specific date is established by code.
- C. Obtain copies of standards and maintain on Site when required by product Specification Sections.
- D. When requirements of indicated reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- E. Neither contractual relationships, duties, or responsibilities of parties in Contract nor those of Architect/Engineer shall be altered from Contract Documents by mention or inference in reference documents.

1.5 LABELING

- A. Attach label from agency approved by authorities having jurisdiction for products, assemblies, and systems required to be labeled.
- B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label:
 - 1. Model number.
 - 2. Serial number.
 - 3. Performance characteristics.

1.6 TESTING AND INSPECTION SERVICES

- A. Employ and pay for services of an independent testing agency or laboratory acceptable to Owner to perform specified testing.
 - 1. Before starting Work, submit testing laboratory name, address, and telephone number, and names of full-time specialist and responsible officer.
 - 2. Submit copy of report of laboratory facilities' inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with memorandum of remedies of deficiencies reported by inspection.
- B. Independent firm will perform tests, inspections, and other services specified in individual Specification Sections and as required by Engineer.
 - 1. Laboratory: Authorized to operate in State of New York.
 - 2. Laboratory Staff: Maintain full-time specialist on staff to review services.
 - 3. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.
- C. Testing, inspections, and source quality control may occur on or off Project Site. Perform off-Site testing as required by Engineer or Owner.
- D. Reports shall be submitted by independent firm to Engineer, Contractor, and authorities having jurisdiction, in duplicate, indicating observations and results of tests and compliance or noncompliance with Contract Documents.
 - 1. Submit final report indicating correction of Work previously reported as noncompliant.

SECTION 014000 - QUALITY REQUIREMENTS

- E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - 1. Notify Engineer and independent firm 48 hours before expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional Samples and tests required for Contractor's use.
- F. Employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work according to requirements of Contract Documents.
- G. Retesting or re-inspection required because of nonconformance with specified or indicated requirements shall be performed by same independent firm on instructions from Architect/Engineer. Payment for retesting or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.
- H. Agency Responsibilities:
 - 1. Test Samples of mixes submitted by Contractor.
 - 2. Provide qualified personnel at Site. Cooperate with Architect/Engineer and Contractor in performance of services.
 - 3. Perform indicated sampling and testing of products according to specified standards.
 - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 5. Promptly notify Architect/Engineer and Contractor of observed irregularities or nonconformance of Work or products.
 - 6. Perform additional tests required by Architect/Engineer.
 - 7. Attend preconstruction meetings and progress meetings.
- I. Agency Reports: After each test, promptly submit two copies of report to Engineer, Contractor, and authorities having jurisdiction. When requested by Engineer, provide interpretation of test results. Include the following:
 - 1. Date issued.
 - 2. Project title and number.
 - 3. Name of inspector.
 - 4. Date and time of sampling or inspection.
 - 5. Identification of product and Specification Section.
 - 6. Location in Project.
 - 7. Type of inspection or test.
 - 8. Date of test.
 - 9. Results of tests.
 - 10. Conformance with Contract Documents.
- J. Limits on Testing Authority:
 - 1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency or laboratory may not approve or accept any portion of the Work.
 - 3. Agency or laboratory may not assume duties of Contractor.
 - 4. Agency or laboratory has no authority to stop the Work.

SECTION 014000 - QUALITY REQUIREMENTS

1.7 MANUFACTURER'S 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, startup of equipment, testing, and adjusting, and balancing of equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Engineer 30 days in advance of required observations. Observer is subject to approval of Engineer.
- C. Report observations and Site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.
- D. Refer to Section 013300 - Submittal Procedures, "Manufacturer's Field Reports" Article.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Installation data.

1.2 PRODUCTS

- A. At minimum, comply with specified requirements and reference standards.
- B. Specified products define standard of quality, type, function, dimension, appearance, and performance required.
- C. Furnish products of qualified manufacturers that are suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise. Confirm that manufacturer's production capacity can provide sufficient product, on time, to meet Project requirements.
- D. Do not use materials and equipment removed from existing premises except as specifically permitted by Contract Documents.
- E. Furnish interchangeable components from same manufacturer for components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

- A. The CONTRACTOR shall make all arrangements for transportation, delivery and handling of equipment and materials required for prosecution and completion of the Work.
- B. Shipments of materials to CONTRACTOR or Subcontractors shall be delivered to the Site only during regular working hours when the contractor is on site to except delivery. Shipments shall be addressed and consigned to the CONTRACTOR giving name of Project, street number and city. Shipments shall not be delivered to OWNER except where otherwise directed.
- C. If necessary to move stored materials and equipment during construction, CONTRACTOR shall move or cause to be moved materials and equipment without any additional compensation.
- D. Transport and handle products according to manufacturer's instructions.

SECTION 016000 - PRODUCT REQUIREMENTS

- E. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- F. Provide equipment and personnel to handle products; use methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products according to manufacturer's instructions.
- B. Store products with seals and labels intact and legible.
- C. Store sensitive products in weathertight, climate-controlled enclosures in an environment suitable to product.
- D. For exterior storage of fabricated products, place products on sloped supports aboveground.
- E. Provide bonded off-Site storage and protection when Site does not permit on-Site storage or protection unless otherwise approved by Owner.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products; use methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Products complying with specified reference standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and complying with Specifications; no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit Request for Substitution for any manufacturer not named, according to Section 012500 - Substitution Procedures.

1.6 INSTALLATION DATA

- A. Installation data is defined as written instruction; drawings; illustrative, wiring and schematic diagrams; diagrams identifying external connections, terminal block numbers and internal wiring; and all other such information pertaining to the location of materials and equipment that is not furnished with Shop Drawings. Included are all printed

SECTION 016000 - PRODUCT REQUIREMENTS

manufacturers installation instructions, including those that may be attached to equipment and for which review by the Engineer is not required.

- B. Contractor shall submit two copies of all such data to the Engineer for each piece of equipment which he furnished and for all other construction products for which such information is available from the manufacturer. Data shall be acceptably identified and accompanied with a letter of transmittal.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 017000 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Demonstration and instructions.
- C. Project record documents.
- D. Spare parts and maintenance products.
- E. Product warranties and product bonds.
- F. Maintenance service.
- G. Examination.
- H. Preparation.
- I. Execution.
- J. Cutting and patching.
- K. Protecting installed construction.
- L. Final cleaning.

1.2 CLOSEOUT PROCEDURES

- A. Prerequisites to Substantial Completion: Complete following items before requesting Certification of Substantial Completion, either for entire Work or for portions of Work:
 - 1. Submit maintenance manuals, Project record documents, digital images of construction photographs, and other similar final record data in compliance with this Section.
 - 2. Complete facility startup, testing, adjusting, balancing of systems and equipment, demonstrations, and instructions to Owner's operating and maintenance personnel as specified in compliance with this Section
 - 3. Conduct inspection to establish basis for request that Work is substantially complete. Create comprehensive list (initial punch list) indicating items to be completed or corrected, value of incomplete or nonconforming Work, reason for being incomplete, and date of anticipated completion for each item. Include copy of list with request for Certificate of Substantial Completion.
 - 4. Obtain and submit releases enabling Owner's full, unrestricted use of Project and access to services and utilities. Include certificate of occupancy, operating certificates, and similar releases from authorities having jurisdiction and utility companies.
 - 5. Deliver tools, spare parts, extra stocks of material, and similar physical items to Owner.
 - 6. Perform final cleaning according to this Section.

SECTION 017000 - EXECUTION AND CLOSEOUT REQUIREMENTS

- B. Substantial Completion Inspection:
1. When Contractor considers Work to be substantially complete, submit to Engineer Owner:
 - a. Written certificate that Work, or designated portion, is substantially complete.
 - b. List of items to be completed or corrected (initial punch list).
 2. Within seven days after receipt of request for Substantial Completion, Engineer will make inspection to determine whether Work or designated portion is substantially complete.
 3. Should Engineer determine that Work is not substantially complete:
 - a. Engineer will promptly notify Contractor in writing, stating reasons for its opinion.
 - b. Contractor shall remedy deficiencies in Work and send second written request for Substantial Completion to Engineer.
 - c. Engineer will reinspect Work.
 - d. Redo and Inspection of Deficient Work: Repeated until Work passes Engineer's inspection.
 4. When Engineer's finds that Work is substantially complete, Engineer will:
 - a. Prepare Certificate of Substantial Completion on EJCDC C-625 - Certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected as verified and amended by Engineer and Owner (final punch list).
 - b. Submit Certificate to Owner and Contractor for their written acceptance of responsibilities assigned to them in Certificate.
 5. After Work is substantially complete, Contractor shall:
 - a. Allow Owner occupancy of Project under provisions stated in Certificate of Substantial Completion.
 - b. Complete Work listed for completion or correction within time period stipulated.
 6. Owner will occupy all of building as specified in Section 011000 - Summary.
- C. Prerequisites for Final Completion: Complete following items before requesting final acceptance and final payment.
1. When Contractor considers Work to be complete, submit written certification that:
 - a. Contract Documents have been reviewed.
 - b. Work has been examined for compliance with Contract Documents.
 - c. Work has been completed according to Contract Documents.
 - d. Work is completed and ready for final inspection.
 2. Submittals: Submit following:
 - a. Final punch list indicating all items have been completed or corrected.
 - b. Final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 - c. Specified warranties, workmanship/maintenance bonds, maintenance agreements, and other similar documents.
 - d. Accounting statement for final changes to Contract Sum.
 - e. Contractor's affidavit of payment of debts and claims on AIA G706 - Contractor's Affidavit of Payment of Debts and Claims.
 - f. Contractor affidavit of release of liens on AIA G706A - Contractor's Affidavit of Release of Liens.

SECTION 017000 - EXECUTION AND CLOSEOUT REQUIREMENTS

- g. Consent of surety to final payment on AIA G707 - Consent of Surety to Final Payment Form.
- 3. Perform final cleaning for Contractor-soiled areas according to this Section.
- D. Final Completion Inspection:
 - 1. Within seven days after receipt of request for final inspection, Engineer will make inspection to determine whether Work or designated portion is complete.
 - 2. Should Engineer consider Work to be incomplete or defective:
 - a. Engineer will promptly notify Contractor in writing, listing incomplete or defective Work.
 - b. Contractor shall remedy stated deficiencies and send second written request to Engineer that Work is complete.
 - c. Engineer will reinspect Work.
 - d. Redo and Inspection of Deficient Work: Repeated until Work passes Engineer's inspection.

1.3 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of Substantial Completion.
- B. Use operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.

1.4 PROJECT RECORD DOCUMENTS

- A. Maintain on Site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, product data, and Samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record, at each product Section, description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates used.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction as follows:

SECTION 017000 - EXECUTION AND CLOSEOUT REQUIREMENTS

1. Include Contract modifications such as Addenda, supplementary instructions, change directives, field orders, minor changes in the Work, and change orders.
 2. Include locations of concealed elements of the Work.
 3. Identify depth of buried utility lines and provide dimensions showing distances from permanent facility components that are parallel to utilities.
 4. Dimension ends, corners, and junctions of buried utilities to permanent facility components using triangulation.
 5. Identify and locate existing buried or concealed items encountered during Project.
 6. Measured depths of foundations in relation to finish main floor datum.
 7. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 8. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 9. Field changes of dimension and detail.
 10. Details not on original Drawings.
- G. Submit marked-up paper copy documents to Engineer before Substantial Completion.
- H. Submit final PDF electronic files of documents to Engineer with claim for final Application for Payment.

1.5 OPERATION AND MAINTENANCE DATA

- A. Submit in PDF composite electronic indexed file.
- B. Submit data bound in 8-1/2 x 11-inch text pages, three D side ring binders with durable plastic covers.
- C. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS," title of Project, and subject matter of binder when multiple binders are required.
- D. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- E. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- F. Contents: Prepare table of contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
1. Part 1: Directory, listing names, addresses, and telephone numbers of Engineer, Contractor, Subcontractors, and major equipment suppliers.
 2. Part 2: Operation and maintenance instructions, arranged by process flow and subdivided by Specification Section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Include the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.

SECTION 017000 - EXECUTION AND CLOSEOUT REQUIREMENTS

- e. Maintenance instructions for equipment and systems.
- f. Maintenance instructions for finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
- g. Safety precautions to be taken when operating and maintaining or working near equipment.
- 3. Part 3: Project documents and certificates, including the following:
 - a. Shop Drawings and product data.
 - b. Certificates.
 - c. Photocopies of warranties.

1.6 MANUAL FOR MATERIALS AND FINISHES

- A. Submit electronic copies of preliminary draft or proposed formats and outlines of contents before start of Work. Owner/Engineer will review draft and return one copy with comments.
- B. For equipment or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.
- C. Submit electronic copy of completed volumes before Substantial Completion. Draft copy to be reviewed and returned after Substantial Completion, with Engineer comments. Revise content of document sets as required prior to final submission.
- D. Submit three (3) sets of revised final volumes within ten days after final inspection.
- E. Submit in PDF composite electronic indexed file of final manual within ten days after final inspection.
- F. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Include information for re-ordering custom-manufactured products.
- G. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- H. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.
- I. Additional Requirements: As specified in individual product Specification Sections.
- J. Include listing in table of contents for design data, with tabbed fly sheet and space for insertion of data.

1.7 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Furnish spare parts, maintenance, and extra products in quantities specified in individual Specification Sections.

SECTION 017000 - EXECUTION AND CLOSEOUT REQUIREMENTS

- B. Deliver to place in location as directed by Owner; obtain receipt prior to final payment.

1.8 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Obtain warranties and bonds executed in duplicate by responsible Subcontractors, suppliers, and manufacturers within ten days after completion of applicable item of Work.
- B. Execute and assemble transferable warranty documents and bonds from Subcontractors, suppliers, and manufacturers.
- C. Verify documents are in proper form, contain full information, and are notarized.
- D. Co-execute submittals when required.
- E. Include table of contents and assemble in three D side ring binder with durable plastic cover.
- F. Submit prior to final Application for Payment.
- G. Time of Submittals:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
 - 2. Make other submittals within ten days after date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

1.9 MAINTENANCE SERVICE

- A. Furnish service and maintenance of components indicated in Specification Sections during warranty period.
- B. Examine system components at frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- C. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by manufacturer of original component.
- D. Do not assign or transfer maintenance service to agent or Subcontractor without prior written consent of Owner.

SECTION 017000 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that existing Site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. 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. Verify that utility services are available with correct characteristics and in correct locations.

3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance according to manufacturer's instructions.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer-required or -recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

3.3 EXECUTION

- A. Comply with manufacturer's installation instructions, performing each step in sequence. Maintain one set of manufacturer's installation instructions at Project Site during installation and until completion of construction.
- B. When manufacturer's installation instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Verify that field measurements are as indicated on approved Shop Drawings or as instructed by manufacturer.
- D. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
 - 1. Secure Work true to line and level and within specified tolerances, or if not specified, industry-recognized tolerances.
 - 2. Physically separate products in place, provide electrical insulation, or provide protective coatings to prevent galvanic action or corrosion between dissimilar metals.
 - 3. Exposed Joints: Provide uniform joint width and arrange to obtain best visual effect. Refer questionable visual-effect choices to Architect/Engineer for final decision.
- E. Allow for expansion of materials and building movement.

SECTION 017000 - EXECUTION AND CLOSEOUT REQUIREMENTS

- F. Climatic Conditions and Project Status: Install each unit of Work under conditions to ensure best possible results in coordination with entire Project.
 - 1. Isolate each unit of Work from incompatible Work as necessary to prevent deterioration.
 - 2. Coordinate enclosure of Work with required inspections and tests to minimize necessity of uncovering Work for those purposes.
- G. Mounting Heights: Where not indicated, mount individual units of Work at industry recognized standard mounting heights for particular application indicated.
 - 1. Refer questionable mounting heights choices to Architect/Engineer for final decision.
 - 2. Elements Identified as Accessible to Handicapped: Comply with applicable codes and regulations.
- H. Adjust operating products and equipment to ensure smooth and unhindered operation.
- I. Clean and perform maintenance on installed Work as frequently as necessary through remainder of construction period. Lubricate operable components as recommended by manufacturer.
- J. Protective Device Field Adjustment: CONTRACTOR shall adjust relay and protective device settings according to the recommended settings table provided by the ENGINEER in the coordination study.

3.4 CUTTING AND PATCHING

- A. Employ skilled and experienced installers to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements affecting:
 - 1. Structural integrity of element.
 - 2. Integrity of weather-exposed or moisture-resistant elements.
 - 3. Efficiency, maintenance, or safety of element.
 - 4. Visual qualities of sight-exposed elements.
 - 5. Work of Owner or separate contractor.
- C. Execute cutting, fitting, and patching including excavation and fill to complete Work and to:
 - 1. Fit the several parts together, to integrate with other Work.
 - 2. Uncover Work to install or correct ill-timed Work.
 - 3. Remove and replace defective and nonconforming Work.
 - 4. Remove samples of installed Work for testing.
 - 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- D. Execute Work by methods to avoid damage to other Work and to provide proper surfaces to receive patching and finishing.
- E. Cut masonry and concrete materials using masonry saw or core drill.
- F. Restore Work with new products according to requirements of Contract Documents.

SECTION 017000 - EXECUTION AND CLOSEOUT REQUIREMENTS

- G. Fit Work tight to pipes, sleeves, ducts, conduits, and other penetrations through surfaces.
- H. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- I. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.
- J. Identify hazardous substances or conditions exposed during the Work to Architect/Engineer for decision or remedy.

3.5 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual Specification Sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate Work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Use durable sheet materials to protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- F. Prohibit traffic from landscaped areas.

3.6 FINAL CLEANING

- A. Execute final cleaning prior to final Project assessment.
 - 1. Employ experienced personnel or professional cleaning firm.
- B. Clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces.
- C. Clean equipment and fixtures to sanitary condition with appropriate cleaning materials.
- D. Replace filters of operating equipment.
- E. Clean debris from roofs, gutters, downspouts, and drainage systems.
- F. Clean Site; sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste and surplus materials, rubbish, and construction facilities from Site.

END OF SECTION

DIVISION 03 – CONCRETE

SECTION 033025 – SITE CAST IN PLACE CONCRETE

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. Section includes but is not limited to the following as shown on the drawings and as specified herein:
 - 1. Foundation systems including footings, piers, and similar concrete.
 - 2. Furnishing and installing all required anchors and inserts.
 - 3. Placing in the forms all inserts, anchors, anchor bolts, bearing plates and the like furnished by other trades for casting into the concrete and cleaning of same after stripping of forms.
 - 4. Protection of all inserts, anchors, hangers, sleeves and supports furnished and set by others for the attachment of other work to the concrete, or required to permit the passage of other work through the concrete.
 - 5. Supply, fabricate and place all required reinforcing bars, mesh and other reinforcement for concrete where shown, called for, and/or required complete with proper supporting devices.
 - 6. Erection and removal of all formwork required to properly complete the work.
 - 7. Curing and protection of all concrete work.
 - 8. Cutting, patching, grouting, repairing and pointing up as required.
 - 9. All other work and materials as may be reasonably inferred and needed to make the work of this section complete.
- B. Related Requirements:
 - 1. Section 321313 - Concrete Paving
 - 2. Section 129300 - Site Furnishings

1.03 SUBMITTALS

- A. Product Data: Submit data for proprietary materials and items, including the following:
 - 1. Reinforcement
 - 2. Supports for reinforcement
 - 3. Forming accessories
 - 4. Admixtures
 - 5. Patching compounds
 - 6. Joint systems
 - 7. Curing compounds
 - 8. Others items as requested by the Owner's Representative.

B. Shop Drawings;

Submit shop drawings for concrete footing for Rain Shelter and Bench and Shade Trellis signed and sealed by a New York State Licensed Structural Engineer. Drawings should indicate dimensions and details for the placement of concrete for the attachment of structures coordinated with manufacturers details. Include all reinforcement and indicate bending, and placement. Show bar schedules, stirrup spacing, diagrams of bent bars, and arrangement of concrete reinforcement. Footing plan layout to be provided and coordinated with shade and rain trellis manufacturer.

C. Laboratory Test Reports: Submit laboratory test reports for concrete materials, mix design test and microwave test.

D. Material Certificates: Provide materials certificates in lieu of materials laboratory test reports when permitted by Owner's Representative. Manufacturer and Contractor, certifying that each material item complies with, or exceeds, specified requirements shall sign material certificates. Provide certification from admixture manufacturers that chloride content complies with specification requirements.

E. Cold Weather and Hot Weather Concreting Procedures: Submit written descriptions of contractor's proposed cold weather and hot weather concreting procedures, when applicable.

F. Certification that pozzolanic materials conforms to ASTM C 618-01 (noting class C or class F), ASTM C 989 or ASTM C1240.

G. Formwork: Specify whether reusable, permanent, salvaged or new wood forms are to be used.

1.04 QUALITY ASSURANCE

A. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source and from a single manufacturer.

B. Welding Qualifications: Qualify procedures and personnel according to AWS D1.4/D 1.4M, "Structural Welding Code - Reinforcing Steel."

C. Codes and Standards: Comply with provisions of following codes, specifications, and standards, except where more stringent requirements are shown or specified:

1. New York State Building Code, Latest Edition
2. ACI 117 "Standard Specifications for Tolerances for Concrete Construction and Materials and Commentary."
3. ACI 211.1 "Standard Practice for Selecting Proportions for Normal, Heavyweight and mass concrete."
4. ACI 214R, "Evaluation of Strength Test Results of Concrete."
5. ACI 232.2R, "Use of Fly Ash in Concrete."
6. ACI 233R, "Guide to Use of Slag Cement in Concrete and Mortar."
7. ACI 234, "Guide for the Use of Silica Fume in Concrete."
8. ACI 301 "Specifications for Structural Concrete."

9. ACI 302.1R "Guide for Concrete Floor and Slab Construction."
10. ACI 304R, "Guide for Measuring, Mixing, Transporting and Placing Concrete."
11. ACI 305R "Hot Weather Concreting."
12. ACI 306.1-90 "Standard Specification for Cold Weather Concreting."
13. ACI 308.1 "Standard Specification for Curing Concrete."
14. ACI 309R, "Guide for Consolidation of Concrete."
15. ACI 311.4R, "Guide for Concrete Inspections."
16. ACI 315, "Details and Detailing of Concrete Reinforcement."
17. ACI 318 "Building Code Requirements for Structural Concrete and Commentary."
18. ACI 347 "Guide to Formwork of Concrete."
19. Concrete Reinforcing Steel Institute, (CRSI) "Manual of Standard Practice."
20. CRSI-WCRSI, "Placing Reinforcing Bars."
21. AWS D1.4, "Structural Welding Code Reinforcing Steel."
22. The ACI Field Reference Manual, SP-15 shall be kept at the job site, and the practices set forth therein shall be strictly adhered to.
23. ASTM Standards as applicable in the building code of the local jurisdiction and as noted in this specification.

- D. Concrete Testing Service: Owner's Representative will engage a testing laboratory acceptable to Owner to perform material evaluation tests and to design concrete mixes.
- E. Materials and installed work may require testing and retesting at anytime during progress of work. Tests, including retesting of rejected materials for installed work, shall be done at Contractor's expense.
- F. Preconstruction Meeting:
1. At least 35 days prior to the start of the concrete construction schedule, the Contractor shall conduct a meeting to review the proposed mix designs and to discuss the required methods and procedures to achieve the required concrete construction. The Contractor shall send a pre-concrete conference agenda to all attendees 20 days prior to the scheduled date of the conference.
 2. The Owner's Representative will be present at the conference. The Contractor shall notify the Owner's Representative at least 10 days prior to the scheduled date of the conference.

1.05 PROJECT CONDITIONS

- A. The Contractor, before commencing work, shall examine all adjoining work on which this work is in any way dependent for proper installation and workmanship according to the intent of this specification, and shall report to the Owner's Representative any condition which prevents this contractor from performing first class work.
- B. Protection of Footings Against Freezing: Cover completed work at footing level with sufficient temporary or permanent cover as required to protect footings and adjacent subgrade against possibility of freezing; maintain cover for time period as necessary.
- C. Protect adjacent finish materials against spatter during concrete placement.
- D. Provide all barricades and safeguards at all pits and holes to prevent injury to workmen and others within and about the premises. Also provide all safeguards as required by the Building Code, OSHA, or any other departments having jurisdiction. Take full responsibility for all safety precautions and methods.
- E. Procedure of Work: The contractor shall keep themselves constantly informed as

to the progress of the work in the field, materials and workers ready to start work immediately when conditions of preceding work are available or ready, wholly or in part, so as not to delay the progress of building work or to interfere with the progress of work of other contractors, and in any event the contractor shall, within 24 hours after notice from the Owner, proceed with such work as directed to maintain the uninterrupted progress of the work.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage. Avoid damaging coatings on steel reinforcement.

PART 2 - PRODUCTS

2.01 FORM MATERIALS

- A. Forms for Unexposed Finish Concrete: Preference shall go to salvaged or re-used Dimensional Lumber. Provide lumber dressed on at least 2 edges and one side for tight fit.

2.02 REINFORCING MATERIALS

- A. Reinforcing Bars: ASTM A 615/A 615 M, Grade 60 (Grade 420).
- B. Weldable Reinforcing Bars: ASTM A 706/A 706M, Grade 60 (Grade 420).
- C. Galvanized Reinforcing Bars: ASTM A 767, Class II (2.0 oz. zinc psf) Class I (3.0 oz. zinc psf) hot- dip galvanized, after fabrication and bending.
- D. Steel Wire: ASTM A 82, plain, cold-drawn steel.
- E. Welded Wire Fabric: ASTM A 185, welded steel wire fabric. Galvanized at exterior locations, conditions permanently exposed to weather and/or water, and where noted on drawings.
- F. Welded Deformed Steel Wire Fabric: ASTM A 497, Galvanized.
- G. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), plain-steel bars, cut true to length with ends square and free of burrs. Include sleeves for installation.
- H. Zinc Repair Material: ASTM A 780, zinc-based solder, paint containing zinc dust, or sprayed zinc.
- I. Supports for Reinforcement: Bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcing bars and welded wire fabric in place. Use wire bar type supports complying with CRSI specifications.

2.03 CONCRETE MATERIALS

- A. Portland cement: ASTM C 150, Type I. Total percentage of Portland Cement is NOT to exceed 75% of the cementitious mix. Use one brand of cement throughout project, unless otherwise acceptable to Director's Representative. Provide either fly ash or GGBF in mix per sections below.
 - 1. Fly Ash: Cast-in-place concrete shall incorporate fly ash as a replacement for at least 25% (by weight) of the Portland cement. All design mixes must be reviewed and approved by the Owner's Representative. Fly Ash shall not be used in conjunction with Ground Granulated Blast Furnace Slag.
 - 2. Ground Granulated Blast Furnace Slag (GGBF): Cast-in-place concrete shall incorporate GGBF as a replacement for at least 40% (by weight) of the Portland cement. All design mixes must be reviewed and approved by

the Director's Representative. GGBF shall not be used in conjunction with Fly Ash.

3. Pozzolans and Slags: These must be completely accounted for in the design mix. Mix design must meet minimum design requirements set in the contract documents. Additional admixtures may be required to meet early strength requirements and alternative cementitious material goals. If a "blended cement" is used which already contains a certain percentage of Pozzolans or Slags this content may offset or entirely satisfy the minimum percentage required.
 - a. Coal Fly Ash: ASTM C 618 (Class C or Class F): ASTM C 618 (Note: Class F fly Ash will require higher amounts of air entraining ad-mixtures than class C).
 - b. Blast Furnace Slag: ASTM C989
 - c. Silica Fume: ASTM C 1240
 - d. Rice Hull (or "husk") Ash: ASTM C 618 Blended hydraulic cement, as defined by ASTM C 595 or ASTM C 1157
- B. Normal Weight Aggregates: ASTM C 33, and as herein specified.
 1. Local aggregates not complying with ASTM C 33 but which have shown by special test or actual service to produce concrete of adequate strength and durability may be used when acceptable to Architect.
 2. Normal weight Fine Aggregate: washed, inert, natural or manufactured or combination thereof, sand conforming ASTM C33 gradation.
 3. Normal weight Coarse Aggregate: well graded crushed stone or washed gravel conforming to ASTM C33, sizes 57 for foundations and 67 for slabs and structure.
 - a. Recycled crushed concrete aggregate in concrete mixes is only to be used with approval of Owner's Representative. Recycled aggregate shall be used only as a substitute for coarse aggregate and must also be washed and well-graded, conforming to ASTM C33.
- C. Water: Free from oils, acids, alkali, organic matter and other deleterious material to conform to ASTM C94. ASTM C94 for gray water use in the production of ready mixed concrete per approval by the Engineer of Record.
- D. Air-Entraining Admixture: Any material proposed for use as an air-entraining admixture should be tested in conformance with ASTM C 260.
 1. Liquid air-entrainment: Use only agents derived from salts of wood resins. Select from products listed below or approved equal conforming to ASTM C-260.

a. "Airmix" b. "Darex AEA" c. "MB-VR"	Euclid Chemical W. R. Grace Master Builders
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- E. Water-Reducing Admixture: ASTM C 494.

1. Products: Subject to compliance with requirements, provide one of the following:
 - a. "Polyheed 997" Master Builders
 - b. "Euclid MR" Euclid Chemical
 - c. "WRDA 64" W. R. Grace.
- F. High-Range Water-Reducing Admixture (Superplasticizer): ASTM C 494, Type F or Type G and containing not more than 0.05 percent chloride ions.
 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. "Eucon 37, 1037 or Plastol 5000" Euclid Chemical Co.
 - b. "Rheobuild 1000" Master Builders
 - c. "Glenium 7500" Master Builders
 - d. "Daracem-100" W. R. Grace
- G. Water Reducing, Non-Corrosive Accelerating Admixture: The admixture shall conform to ASTM C 494, Type C or E, and not contain more chloride ions than are present in municipal drinking water. The admixture manufacturer must have long-term non-corrosive test data from an independent testing laboratory (of at least a year's duration) using an acceptable accelerated corrosion test method such as that using electrical potential measures. Accelerating admixtures are not to be used as antifreeze agents. Accelerating admixtures are permitted only upon review by Director's Representative.
 1. Products: Subject to compliance with requirements, provide the following:
 - a. "Accelguard 80" Euclid Chemical Co.
 - b. "Daraset" W. R. Grace
 - c. "Pozzutec 20" Master Builders.
- H. Water-Reducing, Retarding Admixture: ASTM C 494, Type D, and contain not more than 0.05 percent chloride ions.
 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. "Eucon Retarder 75" Euclid Chemical Co.
 - b. "Pozzolith 100XR" Master Builders.
 - c. "Plastiment" Sika Chemical Co.
 - d. "Daratard" W.R. Grace.
- I. Prohibited Admixtures: Calcium chloride, thiocyanates or admixtures containing more than 0.05 percent chloride ions are not permitted.
- J. Certification: Written conformance to the above-mentioned requirements and the chloride ion content of admixtures will be required from the admixture manufacturer prior to mix design review by the Director's Representative.
- K. Corrosion Inhibitor: 30% calcium nitrite (where called for in the specifications or on the drawings).

1. Products: Subject to compliance with requirements, provide the following at 3 gal/cy:

- | | | |
|----|-----------------|------------------|
| a. | "Eucon CIA | Euclid Chemical |
| b. | "DCI" | W. R. Grace |
| c. | "Rheocrete CNP" | Master Builders. |

- L. Contractor will be required to provide information demonstrating successful use in prior placement involving all admixtures.

2.04 GROUT

- A. Non-Shrink, Non-Metallic Grout: The non-shrink grout shall be a factory pre-mixed grout and shall conform to ASTM C1107, "Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Non-Shrink)."

1. Products: Subject to compliance with requirements, provide one of the following:

- | | | |
|----|-----------------------|---------------------|
| a. | "Euco-NS" | Euclid Chemical Co. |
| b. | "Five Star Grout" | U.S. Grout Corp. |
| c. | "Masterflow 713 Plus" | BASF |

2.05 RELATED MATERIALS

- A. Absorptive Cover: Burlap cloth made from jute or kenaf, weighing approximately 9 oz. per sq. yd., complying with AASHTO M 182, Class 2.
- B. Moisture-Retaining Cover: One of the following, complying with ASTM C 171.

1. Products: Subject to compliance with requirements, provide one of the following:

- a. Waterproof paper
- b. Polyethylene film
- c. Polyethylene-coated burlap

- C. Curing Compounds: The compound shall conform to ASTM C 309. Limit VOC content to 130 g/L. Use water-based curing compound.

1. Products: Subject to compliance with requirements, provide one of the following:

- | | | |
|----|------------------|---------------------|
| a. | "SealTight 1100" | W.R. Meadows |
| b. | "Kurez W VOX" | Euclid Chemical Co. |
| c. | "Everclear VOX" | Euclid Chemical Co. |
| d. | "VOCOMP-25" | W.R. Meadows |

- D. Curing & Sealing Compounds: The compound shall conform to ASTM C1315. Limit VOC content to 130 g/L. Use water-based curing compound.

1. Products: Subject to compliance with requirements, provide one of the following:

- | | | |
|--|---|---|
| | <ul style="list-style-type: none">a. "Everclear VOX"b. "VOCOMP-25" | <p>Euclid Chemical Co.
W.R. Meadows</p> |
|--|---|---|
- E. Crack Sealer: Elastomeric liquid crack sealer resistant to water, gasoline, oil and salts.
1. Products: Subject to compliance with requirements, provide one of the following:
- a. "Eucolastic 1NS" Euclid Chemical Co.
 - b. Maximum allowable depth of this product is 1/2".
- F. High Strength Polymer Repair Mortar: For form and pouring or large horizontal repairs, provide the flowable on-part, high strength repair mortar.
1. Products: subject to compliance with requirements, provide the following:
- a. "Eucocrete" The Euclid Chemical Co.
 - b. "Euco Speed MP" (Cold Weather) The Euclid Chemical Co.
 - c. "Emaco R" Master Builders.
- G. Bonding Agent: ASTM C 1059/C 1059M, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- H. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to suit requirements, and as follows:
1. Type IV for bonding hardened concrete to hardened concrete, and Type V for bonding freshly mixed concrete to hardened concrete.

2.06 PROPORTIONING AND DESIGN OF MIXES

- A. Preparation of Design Mixes
1. All mix designs shall be proportioned in accordance with Section 5.3, "Proportioning on the Basis of Field Experience and/or Trial Mixtures" of ACI 318 and prepared by a licensed testing laboratory approved by the owner, but paid for by the contractor. Submit mix designs on each class of concrete for review.
2. If previously used mixes are submitted, all materials shall be from the same sources and with the same brand names as the previously utilized mix.
3. If trial batches are used, the mix design shall be prepared by an independent testing laboratory and shall achieve an average compressive strength 1200 psi higher than the specified strength. This over-design shall be increased to 1.10f_c+700 psi when concrete strengths greater than 5000 psi are used.
4. The proposed mix designs shall be accompanied by complete standard deviation analysis or trial mixture test data.
- B. Submit each proposed mix to the Landscape Architect for review at least 5 days

prior to the pre- concrete conference. Do not begin concrete production until Owner's Representative has reviewed and approved mixes.

1. Submit Test reports for any pozzolans or slags indicating compliance with ASTM C 618 or ASTM C 989, respectively.
 2. Provide cut sheets clearly indicating the percentages of pozzolans or slags used in the mix design as replacement for Portland cement. Or, if cut sheets are not available, obtain a written affidavit from the manufacturer stating the percentage.
 3. Test reports for recycled aggregate indicating compliance with ASTM C 33. Provide cut sheets clearly indicating the percentage of aggregates used that are recycled. Or, if cut sheets are not available, obtain a written affidavit from the manufacturer stating the recycled content percentage and source or sources of the material.
 4. Provide cut sheets clearly indicating the percentage of sub-base and filler aggregate materials that are recycled. Or, if cut sheets are not available, obtain a written affidavit from the manufacturer stating the recycled content percentage and source or sources of the material.
- C. Design mixes to provide concrete with strength as indicated on drawings and schedules.
- D. Adjustment to Concrete Mixes: Mix design adjustments may be requested by Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant; at no additional cost to Owner and as accepted by Landscape Architect. Laboratory test data for revised mix design and strength results must be submitted to and accepted by Owner's Representative before using in work.
- E. Admixtures:
1. Use water-reducing admixture or high range water-reducing admixture (superplasticizer) in all concrete as required for placement and workability.
 2. Use non-corrosive, non-chloride accelerating admixture in concrete slabs placed at ambient temperatures below 50°F (10°C).
 3. Use high-range water-reducing admixture in pumped concrete, architectural concrete, parking structure slabs, fiber concrete, concrete required to be watertight, concrete with ultimate strength of 5,000 psi or more, and concrete with water/cement ratios below 0.50.
 4. Use air-entraining admixture in exterior exposed concrete, unless otherwise indicated. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having total air content with a tolerance of plus-or-minus 1-1/2 percent within following limits:
 - a. Concrete structures and slabs exposed to freezing and thawing or deicer chemicals.
 - i. 4.5 percent (moderate exposure); 5.5 percent (severe exposure): 1-1/2" maximum aggregate
 - ii. 4.5 percent (moderate exposure); 6 percent (severe exposure): 1" maximum aggregate
 - iii. 5 percent (moderate exposure); 6 percent (severe

- exposure): 3/4" maximum aggregate
 - iv. 5.5 percent (moderate exposure); 7 percent (severe exposure); 1/2" maximum aggregate
 - v. 6 percent (moderate exposure); 7.5 percent (exposure): 3/8" maximum aggregate
 - 5. Use admixtures for water-reducing and set-control in strict compliance with manufacturer's directions.
- F. Water-Cement Ratio: Provide concrete for following conditions with maximum water-cement (W/C) ratios as follows:
 - 1. Concrete for poured in place curbs and walls on ground or exposed to weather: W/C 0.40.
- G. Slump Limits: Proportion and design mixes to result in concrete slump at point of placement as follows:
 - 1. Concrete: Not less than 1" or more than 4".
- H. Chloride Ion Level: Chloride ion content of aggregate shall be tested by the laboratory making the trial mixes. The total chloride ion content of the mix including all constituents shall not exceed the limitations set forth in Table 4.4.1 of ACI 318 for concrete subjected to deicers or exposed to chloride in service (0.15% chloride ions by weight of cement).

2.07 CONCRETE MIXING

- A. Ready-Mix Concrete: Comply with requirements of ASTM C 94, and as herein specified.
- B. Provide batch ticket for each batch discharged and used in work, indicating project identification name and number, date, mix type, mix time, quantity, and amount of water introduced.
- C. During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ASTM C 94 may be required. When air temperature is between 85°F (30°C) and 90°F (32°C), reduce maximum mixing and delivery time from 1-1/2 hours to 75 minutes, and when air temperature is above 90°F (32°C), reduce maximum mixing and delivery time to 60 minutes.
- D. No water shall be added after mixing to concrete containing HRWR (Superplasticizer). If loss of slump occurs, the concrete treated with HRWR may be redosed as long as a "flash set" has not occurred. Redosage procedures must be discussed and approved by the Director's Representative and the manufacturer.

PART 3 - EXECUTION

2.01 GENERAL

- A. Coordinate the installation of joint materials with placement of forms and reinforcing steel.

2.02 INSPECTION

- A. Examine all work prepared by others to receive work of this section and report

any defects affecting installation to the Contractor for correction.
Commencement of work will be construed as complete acceptance of preparatory work by others.

2.03 CONCRETE

- A. Concrete shall develop the minimum compressive strengths specified at 28 days when sampled and tested in accordance with ASTM C 31 and C 39 with the maximum slump in accordance with the approved mix design.
- B. Concrete shall be in accordance with the requirements and specifications of "Building Code Requirements for Structural Concrete" as modified by the building code noted above.
- C. Fly Ash Concrete & Slag Concrete: Concrete mixes containing high volumes of fly ash or Slag have slower set times and may take up to 56 days to reach full strength. The Director's Representative, agency responsible for concrete mix design, and the concrete subcontractor must coordinate to ensure that the form stripping schedule is consistent with the ability of the structure to support itself and all imposed construction loads.

2.04 FORMS

- A. Design formwork to maximize its reusability, reduce resources devoted to formwork construction and minimize waste generated. Where appropriate choose alternative formwork systems (refer to sections listed above).
- B. Design, erect, support, brace and maintain formwork to support vertical and lateral, static, and dynamic loads that might be applied until such loads can be supported by concrete structure. Construct formwork so concrete members and structures are of correct size, shapes, alignment, elevation and position. Maintain formwork construction tolerances complying with ACI 347. Provide Class A tolerances for concrete exposed to view. Provide Class C tolerances for other concrete surfaces.
- C. Design formwork to be readily removable without impact, shocks or damage to cast-in-place concrete surfaces and adjacent materials.
- D. Construct forms to size shapes, lines and dimensions shown, and to obtain accurate alignment, location, grades, level and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required in work. Use selected materials to obtain required finishes. Solidly butt joints and provide back- up at joints to prevent leakage of cement paste.
- E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, recesses, and the like, to prevent swelling and for easy removal.
- F. Chamfer exposed corners and edges as indicated, using wood, metal, PVC or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.
- G. Provisions for Other Trades: Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings,

recesses and chases from trades providing such items. Accurately place and securely support items built into forms.

- H. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt or other debris just before concrete is placed. Retightening forms and bracing after concrete placement is required to eliminate mortar leaks and maintain proper alignment.

2.05 PLACING REINFORCEMENT

- A. Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars", for details and methods of reinforcement placement and supports, and as herein specified.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials, which reduce or destroy bond with concrete.
- C. Accurately position, support and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as required.
- D. Place reinforcement to obtain at least minimum coverage's for concrete protection. Arrange, space and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.
- E. Install welded wire fabric in as long lengths as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset end laps in adjacent widths to prevent continuous laps in either direction.

2.06 INSTALLATION OF EMBEDDED ITEMS

- A. General: Set and build into work anchorage devices and other embedded items required for other work that is attached to, or supported by, cast-in-place concrete. Use setting drawings, diagrams, instructions and directions provided by suppliers of items to be attached thereto.

2.07 PREPARATION OF FORM SURFACES

- A. Clean re-used forms of concrete matrix residue, repair and patch as required to return forms to acceptable surface condition.
- B. If form-release compound is required, coat contact surfaces of forms with a form-coating compound before reinforcement is placed.
- C. Thin form-coating compounds only with thinning agent of type, and amount, and under conditions of form-coating compound manufacturer's directions. Do not allow excess form-coating material to accumulate in forms or to come into contact with in- place concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.
- D. Coat steel forms with a non-staining, rust-preventative form oil or otherwise protect against rusting. Rust-stained steel formwork is not acceptable.

2.08 CONCRETE PLACEMENT

- A. Ready-mix concrete shall comply with the requirements of ASTM C 94 and ACI 304. All plant and transporting equipment shall comply with the concrete plant standards and truck mixer and agitator standards of the National Ready Mix Concrete Association. Cold weather mixing procedures shall be submitted to the architect for approval.
- B. Notify Owner's Representative's Inspector at least 36 hours (1 1/2 regular

working days) before each pour so that forms and reinforcing may be examined. Do not place concrete until inspection has been made or waived.

- C. **Preplacement Inspection:** Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast-in. Notify other crafts to permit installation of their work; cooperate with other trades in setting such work. Moisten wood forms immediately before placing concrete where form coatings are not used.
- D. **General:** Comply with ACI 304 "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete," and as herein specified.
- E. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI recommended practices.
- F. Use and type of vibrators shall conform to ACI 309 "Recommended Practice for Consolidation of Concrete." Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Place vibrators to rapidly penetrate placed layer and at least 6" into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.
- G. **Placing Concrete Slabs:** Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until the placing of a panel or section is completed.
- H. Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners.
- I. **Slabs:** Bring slab surfaces to correct level with straightedge and strikeoff. Use highway straightedge, bull floats or darbies to smooth surface free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations. See also "MONOLITHIC SLAB FINISHES" below.
- J. Maintain reinforcing in proper position during concrete placement operations.
- K. **Cold Weather Placing:** Protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions, or low temperatures, in compliance with ACI 306 and as herein specified.
 - 1. When air temperature has fallen to or is expected to fall below 40°F (4°C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50°F (10°C), and not more than 80°F (27°C) at point of placement.
 - 2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
 - 3. Use only a non-corrosive, non-chloride accelerator. Calcium chloride, thiocyanates or admixtures containing more than 0.05% chloride ions are NOT permitted.
 - 4. Care must be taken to store water-based curing and sealing compounds where they will not freeze. In most cases, they cannot be reconstituted after thawing.

- L. Hot Weather Placing: When hot weather conditions exist that would seriously impair quality and strength of concrete, place concrete in compliance with ACI 305 and as herein specified.
 - 1. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90°F (32°C). Mixing water may be chilled, or chopped ice may be used to control temperature provided water equivalent of ice is calculated to total amount of mixing water. Use of liquid nitrogen to cool concrete is Contractor's option.
 - 2. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.
 - 3. Fog spray forms, reinforcing steel and subgrade just before concrete is placed.

2.09 CONCRETE CURING AND PROTECTION

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
 - 1. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting, keep continuously moist for not less than 7 days.
 - 2. Begin final curing procedures immediately following initial curing and before concrete has dried. Continue final curing for at least 7 days in accordance with ACI 301 procedures. Avoid rapid drying at end of final curing period.
 - 3. In order to avoid plastic or drying shrinkage cracks during warm, dry or windy weather, ACI 302 and ACI 308 shall be followed using wind breaks and sun shades when recommended. Evaporation retardant shall be as specified in Section 2.04.
 - 4. Care must be taken to store water based curing and sealing compounds where they will not freeze. In most cases, they cannot be reconstituted after thawing.
- B. Curing Methods: Perform curing of concrete by moisture curing, moisture-retaining cover curing, curing and sealing compound, and by combinations thereof, as herein specified.
 - 1. Provide moisture curing by following methods.
 - a. Keep concrete surface continuously wet by covering with water.
 - b. Continuous water-fog spray.
 - c. Covering concrete surface with specified absorptive cover, thoroughly saturating cover with water and keeping continuously wet. Place absorptive cover to provide coverage of concrete surfaces and edges, with 4" lap over adjacent absorptive covers.

2. Provide moisture-retaining cover curing as follows:
 - a. Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width with sides and ends lapped at least 3" and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 3. Provide curing and sealing compound to exposed interior slabs not receiving additional flooring. A clear curing and sealing compound shall be used on exterior slabs, sidewalks and curbs not receiving a penetrating sealer.
 4. Use the specified curing compound on surfaces to be covered with finish or coating material applied directly to concrete, such as liquid densifier/sealer, waterproofing, dampproofing, membrane roofing, flooring, painting, and other coatings and finish materials. Apply compound in accordance with manufacturer's direction.
- C. Curing Formed Surfaces: Cure formed concrete surfaces by moist curing with forms in place for full curing period or until forms are removed. If forms are removed, continue curing by methods specified above, as applicable.
- D. Curing Unformed Surfaces: Cure unformed surfaces by application of the specified curing compound or a continuous moist curing method approved by the Director's Representative.
- E. Certify that all curing compounds, sealers and hardeners are compatible with all adhesive products intended for attaching co-lateral floor material. In conformance with ASTM F710, coordination with flooring manufacturer is required to insure concrete coatings will not obstruct the bond between the concrete and the adhesive. In addition, insure coatings and adhesives are "benignly compatible" -- in other words, do not combine substances whose constituents are reactive.

2.010 REMOVAL OF FORMS

- A. Formwork not supporting weight of concrete, such as sides of walls and similar parts of the work, may be removed after cumulatively curing at not less than 50°F (10°C) for 12 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations, and provided curing and protection operations are maintained.
- B. Formwork supporting weight of concrete may not be removed in less than 14 days and until concrete has attained design minimum compressive strength at 28-days. Determine potential compressive strength of in-place concrete by testing field-cured specimens representative of concrete location or members.
- C. Form facing material may be removed 4 days after placement, only if shores and other vertical supports have been arranged to permit removal of form facing material without loosening or disturbing shores and supports.

2.011 RE-USE OF FORMS

- A. Clean and repair surfaces of forms to be re-used in work. Split, frayed, delaminated or otherwise damaged form facing material will not be acceptable for exposed surfaces. Apply new form coating compound as specified for new

- formwork.
- B. When forms are intended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close joints. Align and secure joint to avoid offsets. Do not use "patched" forms for exposed concrete surfaces.

2.012 MISCELLANEOUS CONCRETE ITEMS

- A. Filling-In: Fill-in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place and cure concrete as herein specified, to blend with in- place construction. Provide other miscellaneous concrete filling shown or required to complete work.
- B. Curbs: Provide monolithic finish to curbs by stripping forms while concrete is still green and steel- troweling surfaces to a hard, dense finish with corners, intersections and terminations slightly rounded.
- C. Grout base plates and foundations as indicated using specified free-flowing non-shrink grout. Use non-metallic grout for exposed conditions, unless otherwise indicated.

2.013 WORK IN CONNECTION WITH OTHER TRADES AND CONTRACTS

- A. Sleeves, pockets, openings, etc., shall be set in the concrete walls and arches as required for the mechanical trades as shown on approved shop drawings; these shall be encased or built into the concrete work and shall be properly placed and secured in position in the forms before concrete is placed.
- B. Provide all chases, pipe slots, etc., required for other trades, constructed as shown in contract drawings and on the approved shop drawings.

2.014 CUTTING AND PATCHING

- A. Contractor for concrete work shall be responsible for all cutting, removing and patching work where concrete surfaces are not installed within the limits shown on the drawings or specified herein. All such work shall meet with the approval of the Landscape Architect.
- B. Where cutting and patching is required to accommodate the work of other subcontractors, such cutting shall be done at the expense of said subcontractors but shall be performed by the contractor for concrete work.
- C. The location and extent of cutting in completed concrete work and the patching thereof shall meet with the approval of the Landscape Architect.

END OF SECTION 033025

DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES

SECTION 062013 - EXTERIOR CARPENTRY

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. Section Includes:
 - 1. Wood Fence and components
 - 2. Finishing and sealing wood units.
- B. Related Requirements:
 - 1. Section 033025 – Site Cast-In-Place Concrete
 - 2. Section 321313 – Concrete Paving

1.03 DEFINITIONS

- A. Boards: Lumber of less than 2 inches nominal in thickness and 2 inches nominal or greater in width.
- B. Dimensional Lumber: Lumber of 2 inches nominal or greater but less than 5 inches nominal in least dimension.
- C. Timber: Lumber of 5 inches nominal or greater in least dimension.
- D. Lumber grading agencies, and the abbreviations used to reference them, include the following:
 - 1. NeLMA: Northeastern Lumber Manufacturers' Association.
 - 2. NLGA: National Lumber Grades Authority.
 - 3. SPIB: Southern Pine Inspection Bureau
 - 4. WCLIB: West Coast Lumber Inspection Bureau.
 - 5. WWPA: Western Wood Products Association.

1.04 REFERENCES

- A. US Dept of Justice Americans with Disabilities Act- 2010 Design Standards Section 302 for bar spacing and slip resistance.

1.05 ACTION SUBMITTALS

- A. Product Data: Submit manufacturer's specifications, technical data, certifications, and installation instructions for all materials, components, accessories, and finishes/sealers of this Section including the following:
- B. A certificate, issued by an accredited laboratory, attesting to minimum design stresses, as obtained from testing of samples taken from the materials to be supplied for this work, shall accompany this statement.
- C. Include example of identifying mark that will be exhibited on each lumber/timber piece as specified in Part 2 "Products" herein.
- D. For Preservative Treatment Material: Submit wood treatment data for framing/support lumber as follows, including chemical treatment manufacturer's instructions for handling, storing, installing, and finishing treated materials:
- E. For each type of preservative treated wood product, include certification by treating plant stating type of preservative solution and pressure process used, net amount of preservative retained, and compliance with applicable standards.
- F. Timber Preservative Inspection: Submit the inspection report of an independent inspection agency that lumber/timber products to be used on this Project requiring preservative treatment comply with applicable AWWA Standards. Identify treatment on each piece by the quality mark of an agency accredited by the Board of Review of the American Lumber Standard Committee.
- G. For Hardwood Material and Environmental Certificates for Hardwoods: Submit technical data for hardwood species and all applicable environmental compliance documentation.
- H. Lumber/Timber and hardwood fasteners / rough hardware, each type.
- I. Wood finishing, seal, and coating materials.
- J. Shop Drawings:
 - 1. Submit manufacturing/fabrication and installation details for wood fencing. Include plans, elevations, and sections to show the following as a minimum:
 - Structural members, fastenings, and attachments to other work.
 - Location and number of railing, decking and cladding fasteners.
 - Concrete Footing
 - Arrangement of visible hardware (screw pattern layout, etc) on decking.
- K. Samples for Verification:
 - 1. Submit Wood material samples, each size, showing the full range of finishes available for products specified, 24 inches long for each width and thicknesses shown on the Contract Drawings.
 - a. Fence slat
 - 2. Submit a minimum 1 foot square sample of the metal mesh fence infill panel.
 - 3. Submit for the following appurtenance material items:
 - a. Support and anchoring materials, each type, full size with specified finish.
 - b. All fasteners.
- L. Quality Control Submittals:

1. Delivery Inspection List(s): Field inspect and submit a verification list of each treated lumber/timber member and each strapped bundle of treated lumber and hardwood material indicating the wording and lettering of the quality control markings, the species, and the condition of the wood.

1.06 INFORMATIONAL SUBMITTALS

- A. Material Certificates:
 1. For lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by ALSC's Board of Review.
 2. For preservative-treated wood products. Indicate type of preservative used and net amount of preservative retained.
- B. Certificates of Inspection: Issued by lumber grading agency for exposed wood products not marked with grade stamp.
- C. Evaluation Reports: For the following, from ICC-ES:
 1. Preservative-treated wood products.
 2. Expansion anchors.
 3. Metal framing anchors.
 4. Railing connection hardware.
 5. Decking fasteners.
 6. Grating fasteners.
- D. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers certifying that shop primers are compatible with topcoats.

1.07 QUALITY ASSURANCE

- A. Qualification Data: Submit for firms and persons specified in Article "Quality Assurance" herein and as specified in Division 1 Section 014000 "Quality Requirements" to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of Architects and Owners, and other information specified.
- B. Mock Up/Field Sample for Verification:
 1. Construct 6 foot long mock-up of wood fence. Mock-up/field sample will be used as standard for subsequent fence construction, quality, finish, seal, and installation work. Post and rails to be stained. Accepted mock-up may become part of finished work.
 2. If mock-up(s) cannot be utilized at place of installation remove Mock-ups when and as directed by Construction Manager. Remove materials off site.
- C. Store materials under cover and protected from weather and contact with damp or wet surfaces. Stack lumber flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

PART 2 - GENERAL

2.01 RELATED DOCUMENTS

- A. Comply with DOC PS 20 and with grading rules of lumber grading agencies certified by ALSC's Board of Review as applicable. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by ALSC's Board of Review.
 - 1. Factory mark each item with grade stamp of grading agency.
 - 2. For items that are exposed to view in the completed Work, mark grade stamp on end or back of each piece.
 - 3. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry wood products.
 - 4. Provide dressed lumber, S4S, unless otherwise indicated.
- B. Provide lumber/timber and hardwood materials which have been selected for their surface flatness, smoothness and freedom from surface blemishes where exposed to view in the finished unit.
- C. Provide solid sawn lumber and timbers with all four longitudinal faces free of pith and/or heartwood.
- D. Hardwood shall be solid wood milled construction without laminations and in conformance with the following:
 - 1. All wood shall be 100% Heartwood
 - 2. All edges and ends shall be free from knots
 - 3. No holes or ring shake permitted
Warp (bow, cup, crook or twist) – not allowed
 - 4. Splits and checks – not permitted
 - 5. All hardwood shall be dense, containing not less than 6 annular rings per inch and 1/3 or more summer wood.
- E. All lumber/timber shall be identified by the grade mark of a recognized association or independent inspection agency using the specific grading and moisture content requirements of an association recognized as covering the species used. The association or independent inspection agency shall be certified by the Board of Review, American Lumber Standards Committee, to grade the species used.
- F. Lumber/Timber and sizes as shown on Contract Drawings are nominal sizes and section properties of Standard Dressed Sawn Lumber (S4S) as defined by ANSI/NfoPA-NDS-1991, National Design Specification for Wood Construction, unless noted otherwise.
- G. Wood members noted as (actual) shall have a net section bearing the dimensions noted on Contract Drawings, as opposed to nominal sizes.
- H. Lumber/Timbers to be used in construction of all wood items shall be seasoned in order to minimize the amount of checking during and after installation. Contractor shall guarantee the wood against checking and splits for the duration of work.
- I. Fasteners and Anchors: See related Article herein.
- J. Accessory Materials and Components:

1. Wood Sealer: Provide "Anchorseal" clear wax sealer, an aqueous wax sealer, as supplied by U-C Coatings, Buffalo, NY, (888-363-2628); or an approved high quality paraffin; or approved equal to be applied to all shop and field cut ends of lumber/timber and hardwood surfaces. Sealer must be warranty-approved end sealer for black locust lumber.
2. Furnish wood seal finish material for application in field if framing or hardwood units are field cut and for touch up.

K. Maximum Moisture Content:

1. Lumber for staining: 15 percent or less (kiln-dried)
2. Lumber for black locust features: 12 percent

2.02 WOOD FENCE

- A. Hand select wood for freedom from characteristics, on exposed surfaces and edges, that would impair finish appearance, including decay, honeycomb, knot holes, shake, splits, torn grain, and wane.
- B. Fence Slats: 1x6 radius-edged S4S boards, with one face free of planer skip, machine burn, and torn or chipped grain.
1. Species: Black Locust as supplied by Robi Decking, 1005 Rundell Street, Winston Salem, NC 27105 or approved equal.
 2. Grade Characteristics:
 - a. 100% heartwood
 - b. S4S and E4E
 - c. Other characteristics as described in 2.1 Lumber, General.
 3. Ease top sawn 4 edges with 1/8" continuous radius
- C. Fence Posts: 4x6, 4x4 Pressure Treated Lumber as specified on contract drawings.
1. Grade Characteristics: Select Structural grade or better
 2. Moisture Content: In accordance with American Woodwork Institute (AWI) or Woodwork Institute of California (WIC), moisture content for lumber shall be not greater than 19 percent, air-dry or kiln-dry, unless otherwise noted. Dry to 15% prior to staining.
 3. Supplied by Mosher Lumber, Clarence, NY, Ph. 716-741-2852
 4. Species: Provide solid sawn lumber and timbers of 1200f grade stress-rated Southern Yellow Pine, or approved equal, meeting requirements specified herein. Preservative treat as specified in paragraph entitled "Preservative Treatment" herein.
 5. All dimensional lumber (Select structural grade or better) shall have the following allowable working stress as a minimum:
 1. Bending: 2,650 psi.
 2. Tension: 900 psi.
 3. Compression parallel to grain: 1,700 psi.
 4. Compression perpendicular to grain: 480 psi.

5. Shear parallel to grain: 100 psi.
6. Modulus of Elasticity: 1,600,000 psi.

D. Fence Rails: 2x4 Kiln-dried Pressure Treated Lumber as specified on contract drawings.

1. Grade Characteristics: Select Structural grade or better
2. Moisture Content: In accordance with American Woodwork Institute (AWI) or Woodwork Institute of California (WIC), moisture content for lumber shall be not greater than 15 percent, kiln-dried.
3. Supplied by Mosher Lumber, Clarence, NY, Ph. 716-741-2852
4. Species: Provide solid sawn lumber and timbers of 1200f grade stress-rated Southern Yellow Pine, or approved equal, meeting requirements specified herein. Preservative treat as specified in paragraph entitled "Preservative Treatment" herein.

2.03 PRESERVATIVE TREATMENT

- A. Pressure treat lumber framing with waterborne preservative according to AWP A U1; Use Category UC4a.
- B. After treatment, redry lumber to 19 percent maximum moisture content.
- C. Mark treated wood with treatment quality mark of an inspection agency approved by ALSC's Board of Review.

2.02 WOOD STAIN

- A. General: Premium quality UV and mildew resistant semi -solid oil-based waterproofing stain and sealer. Product: Woodlux Oil-Based Waterproofing Exterior Stain and Sealer – Semi-solid by Benjamin Moore. Color: Rosepine
- B. Sand thoroughly or treat with Woodlux® Wood Brightener and Neutralizer (017) to break the "mill glaze" and allow proper stain penetration.
- C. Wood must be adequately dried prior to staining. Consult manufacturer recommendation.
- D. All pressure treated lumber for fence will be stained including posts and horizontal rails.

2.03 METAL INCLUDING PANELS, FASTENERS, SUPPORTS AND CONNECTORS

- A. Playground fence infill panels are welded mesh galvanized steel with 2" x 2" opening in 11-gauge steel: McNichols Wire Mesh Item 34025B0 or approved equal.
- B. Cutting of galvanized steel fence mesh in the field or after galvanization to be touched up per ASTM A780 to prevent corrosion.

- C. Provide fasteners of size and type indicated, acceptable to authorities having jurisdiction, and that comply with requirements specified in this article for material and manufacture. Provide nails or screws, in sufficient length, to penetrate not less than 1-1/2 inches into 4x4 wood.
 - 1. Use stainless steel fasteners AISI 316 unless otherwise indicated.
- D. Power-Driven Fasteners: ICC-ES AC70.
- E. Wood Screws and Lag Screws: ASME B18.2.1, ASME B18.6.1, or ICC-ES AC233.
- F. Stainless-Steel Bolts: ASTM F 593, Alloy Group 2 ASTM F 594, Alloy Group 2 hex nuts and, where indicated, flat washers.
- G. Stainless steel anchors: ASTM E488, AISI Grade 316 stainless steel.
- H. Stainless steel Z-clips: AISI Type 316 marine grade 11 gauge with 90,000 psi tensile strength.
- I. Post-installed Anchors: Stainless-steel, torque-controlled expansion anchors with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing according to ASTM E 488 conducted by a qualified independent testing and inspecting agency.
 - 1. Stainless-steel bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 2.
- J. Allowable Design Loads: Provide products with allowable design loads, as published by manufacturer, that meet or exceed those indicated on Drawings. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Clean substrates of projections and substances detrimental to application.

3.03 INSTALLATION, WOOD

- A. Set work to required levels and lines, with members plumb, true to line, cut, and fitted. Fit work to other construction; scribe and cope as needed for accurate fit.
- B. Framing Standard: Comply with AF&PA WCD1 unless otherwise indicated.
- C. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim
- D. Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of members or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- E. Apply copper naphthenate field treatment to comply with AWP A M4, to cut surfaces of preservative-treated lumber.

- F. Select fasteners of size that do not fully penetrate members where opposite side is exposed to view. Make tight connections between members. Install fasteners without splitting wood; do not countersink screw heads unless otherwise indicated. Predrill tropical hardwood.

END OF SECTION 062013

DIVISION 12 – FURNISHINGS

SECTION 129300 - SITE FURNISHINGS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.02 WORK INCLUDED

- A. Work of this Section includes all labor, materials, equipment and services necessary to complete the requirements as specified herein.
- B. This Section includes the following:
 - 1. Site furnishings, including benches.

1.03 RELATED SECTIONS

- A. Section 033025 – Site Cast-In-Place Concrete
- B. Section 321313 – Concrete Paving

1.04 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each product and for each material, color, and texture specified.
- C. Shop Drawings: provide plans and details for all site furnishings that require footings. Show locations as required by manufacturer and provide details showing footing relationship to other site elements and as-built conditions. Include connections and fasteners required for installation.
- D. Delegated design submittal for Trellis/ Shade structure and Rain/ Shade Structure footings stamped by New York State Licensed Structural Engineer.

1.05 CLOSEOUT SUBMITTALS

- A. Maintenance data.
- B. Warranty information
 - 1. Submit all manufacturer warranty information for all site furnishings specified for project.

PART 2 - PRODUCTS

2.01 SITE AMENITIES

- A. Custom Bench
 - 1. Manufacturer: Dumor, Inc.
 - 2. Model: 6B-771/S-1 Embedded Mount

3. Finishes:
 - a. Steel: Juniper Green Powder Coat Finish
 - b. Wood: Ipe
4. Source: Parkitects, 505 Ellicott Street, Buffalo, NY 14203

B. ALTERNATE Backed Bench

1. Manufacturer: Dumor Inc.
2. ALTERNATE: Model: Bench 79, 79-60I, 6' Bench, Ipe
ALTERNATE: Model: Bench 79, 79-80I, 8' Bench, Ipe
3. Finishes:
 - a. Steel: Juniper Green powder coat finish
 - b. Wood: Ipe

Installation Method: Embedded per Contract Drawings and manufacturer recommendations.

C. Backless Bench

1. Manufacturer: Dumor, Inc.
2. Model: Bench 139-60I
3. Finishes:
 - a. Steel: Powdercoated, Harvest Yellow
 - b. Wood: Ipe
- c. Installation Method: Embedded per Construction Drawing and manufacturer recommendations

D. Picnic Table

1. Manufacturer: Dumor
2. Model: 537 Table, 537-60I
3. Finishes:
 - a. Steel: Powdercoated, Juniper Green (Quantity 2), Harvest Yellow (Quantity 2)
 - b. Wood: Ipe
4. Installation Method: Surface Mounted as shown in contract documents, refer to manufacturer recommendation for concrete footing.

E. Bike Rack

1. Manufacturer: Dumor
2. Model: 292 Bike Rack, 292-00HG/S-2
3. Finishes:
 - a. Steel: Powdercoated, Color Juniper Green

4. Installation Method: Surface Install
- F. Loop Arc
 1. Manufacturer: Kompan
 2. Model: LOOP Arc – TPP29510
 3. Finishes:
 - a. Color: Lime Green
 4. Installation Method: Surface Install, Fill Interior with Sand per manufactures instruction for additional weight.
- G. Trellis / Shade Structure
 1. Manufacturer: Streetlife
Model: Rough&Ready Linear Shade
R&R-SHA-CW-600-300-AC
 2. Finishes:
 - a. Galvanized Steel Shade Structure with Crosswise Accoya Beams
 3. Installation Method: Mounded on Concrete Footing.
- H. Rain / Shade Structures
 1. Manufacturer: Streetlife
 2. Model: Rough&Ready Linear Hoover Shade with solid cover, dimensions as described in construction drawings.
R&R-SHA-HVR-Roof Custom Dimensions
 3. Finishes:
Galvanized Steel Shade Structure with Crosswise Accoya Beams and Solid Metal Roof
 4. Installation Method: Anchored to Concrete Footing.
- I. Storage Shed
 1. Manufacturer: ARROW ELITE
 2. Model: EP84AN, 8'x4'x6'
 3. Finishes: Anthracite Steel
 4. Installation Method: Concrete Anchors on pavement slab per manufacturer

2.02 MATERIALS

- A. Anchors, Fasteners, Fittings, and Hardware: Stainless steel; commercial quality, sized to accommodate manufacturer's mounting requirements.

2.03 STEEL AND GALVANIZED-STEEL FINISHES

- A. Baked-Enamel Powder-Coat Finish: Manufacturer's standard, baked, polyester,

powder-coat finish complying with finish manufacturer's written instructions for surface preparation, including pretreatment, application, baking, and minimum dry film thickness.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Comply with manufacturer's written installation instructions unless more stringent requirements are indicated. Complete field assembly of site furnishings where required.
- B. Unless otherwise indicated, install site furnishings after landscaping and paving have been completed.
- C. Layout to be staked or flagged, and approved by landscape architect prior to furniture installation. Install site furnishings level, plumb, true positioned at locations indicated on Drawings. Final placement of assembled site furnishings to be done in presence of architect.

END OF SECTION 129300

DIVISION 31 – EARTHWORK

SECTION 311000 – SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

- 1. Protecting existing vegetation to remain.
 - 2. Removing existing vegetation.
 - 3. Clearing and grubbing.
 - 4. Stripping topsoil.
 - 5. Removing above- and below-grade site improvements.
 - 6. Disconnecting, capping or sealing, and removing site utilities.

- B. Related Requirements:

- 1. Section 312500 "Erosion and Sedimentation Controls" for temporary erosion- and sedimentation-control measures.

1.3 DEFINITIONS

- A. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.
- B. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil," but in disturbed areas such as urban environments, the surface soil can be subsoil.
- C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow.
- D. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.
- E. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and indicated on Drawings.
- F. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 MATERIAL OWNERSHIP

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

1.5 INFORMATIONAL SUBMITTALS

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

1.6 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed trafficways if required by Owner or authorities having jurisdiction.
- B. Improvements on Adjoining Property: Contractor is responsible for obtaining permits for all work to be performed in the Right of Way.
- C. Salvageable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- D. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- E. Do not commence site clearing operations until temporary erosion- and sedimentation-control and plant-protection measures are in place.
- F. Soil Stripping, Handling, and Stockpiling: Perform only when the soil is dry or slightly moist.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 312000 "Earth Moving."
 - 1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Verify that trees, shrubs, and other vegetation to remain or to be relocated have been flagged and that protection zones have been identified and enclosed as shown in Details.
- C. Site features to be saved including bench and planter shall be moved off site and protected.
- D. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TREE AND PLANT PROTECTION

- A. Protect trees and plants remaining on-site according to requirements in Contract Details.
- B. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations according to requirements in Drawings.

3.3 EXISTING UTILITIES

- A. Owner will arrange for disconnecting and sealing indicated utilities that serve existing structures before site clearing, when requested by Contractor.
- B. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place.
 - 1. Arrange with utility companies to shut off indicated utilities.
- C. Locate, identify, and disconnect utilities indicated to be abandoned in place.
- D. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others, unless permitted under the following conditions and then only after arranging to provide

temporary utility services according to requirements indicated:

1. Do not proceed with utility interruptions without Architect's written permission.

- E. Excavate for and remove underground utilities indicated to be removed.

3.4 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.

1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
2. Grind down stumps and remove roots larger than 2 inches in diameter, obstructions, and debris to a depth of 18 inches below exposed subgrade.
3. Use only hand methods or air spade for grubbing within protection zones.
4. Chip removed tree branches and dispose of off-site.

- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.

1. Place fill material in horizontal layers not exceeding a loose depth of 6 inches and compact each layer to a density equal to adjacent original ground.

3.5 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.

- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.

1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.
2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

3.6 DISPOSAL OF SURPLUS AND WASTE MATERIALS

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

END OF SECTION 311000

SECTION 312500 - EROSION AND SEDIMENTATION CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Siltation control devices.

B. Related Requirements:

1. Section 334200.01 Stormwater Conveyance for Infrastructure.

1.2 ACTION SUBMITTALS

A. Product Data:

1. Siltation control devices.
2. Erosion control devices.

1.3 INFORMATIONAL SUBMITTALS

- A. Submit name and applicable experience of soil erosion and sediment control manager according to Section 1.4B.

1.4 QUALITY ASSURANCE

- A. Perform Work according to requirements of the New York State Department of Environmental Conservation standards.

B. Soil Erosion and Sediment Control Manager:

1. Assign to the Project a supervisory-level employee to serve in the capacity of soil erosion and sediment control manager. This employee is required to be thoroughly experienced in all aspects of soil erosion and sediment control and construction. Submit the name and experience of this employee to the Engineer for approval at least 10 working days prior to commencing any Work on the Project.
2. Assigned manager will be responsible for the following:
 - a. Implement approved soil erosion and sediment control schedules and methods of operations.
 - b. Coordinate operations and oversee and supervise all aspects of soil erosion and sediment control Work for the Project.

SECTION 312500 - EROSION AND SEDIMENTATION CONTROLS

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Perform Work according to the New York State Department of Environmental Conservation standards.

2.2 SILTATION CONTROL DEVICES

- A. Filter Socks:
 - 1. Manufacturers:
 - a. Filtrexx International/MKB Company
 - b. Or approved equal.
 - 2. Furnish materials in accordance with New York State Standards and Specifications for Erosion and Sediment Control, Section 5.7.

2.3 FILTER FABRIC INLET PROTECTION

- A. Manufacturers:
 - 1. Ferguson Waterworks.
 - 2. Or approved equal.
- B. Furnish materials in accordance with New York State Standards and Specifications for Erosion and Sediment Control, Section 5.59 Type V.

2.4 CONCRETE WASH AREA

- A. Furnish materials in accordance with New York State Standards and Specifications for Erosion and Sediment Control, Section 2.24.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Verify gradients and elevations of base or foundation for other Work are correct.

3.2 INSTALLATION OF FILTER SOCKS

- A. Install in accordance with New York State Standards and Specifications for Erosion and Sediment Control, Section 5.7.

SECTION 312500 - EROSION AND SEDIMENTATION CONTROLS

3.3 INSTALLATION OF FILTER FABRIC INLET PROTECTION

- A. Install in accordance with New York State Standards and Specifications for Erosion and Sediment Control, Section 5.59 Type V.

3.4 INSTALLATION OF CONCRETE WASH AREA

- A. Install in accordance with New York State Standards and Specifications for Erosion and Sediment Control, Section 2.24.

3.5 FIELD QUALITY CONTROL

- A. Inspect erosion control devices on a weekly basis and after each runoff event. Make necessary repairs to ensure erosion and sediment controls are in good working order.

3.6 CLEANING

- A. When sediment accumulation in sedimentation structures has reached a point one-third depth of sediment structure or device, remove and dispose of sediment.
- B. Do not damage structure or device during cleaning operations.
- C. Do not permit sediment to erode into construction or Site areas or natural waterways.
- D. Clean channels when depth of sediment reaches approximately one-half channel depth.

END OF SECTION 312500

SECTION 313720 – LANDSCAPE STONE

PART 1 - GENERAL

1.01 SUMMARY

- A. General: This work shall consist of subgrade preparation, installing landscape stone at the locations shown on the drawings.
- B. Related Work Specified Elsewhere:
 - 1. Section 321313 - Concrete Paving

1.02 DEFINITIONS

- A. The term landscape stone and boulder may be used interchangeably in this section.

1.03 ACTION SUBMITTALS

- A. Product Data: For review and approval prior to ordering of stone material.
 - 1. Submit complete data on quarry facilities for stone boulder type as specified. Include information of location, production capabilities, and the nature and character of stone material that can be selected and supplied.
 - 2. Material properties data for stone material type and foundation shall be submitted by the stone suppliers and certified as representative of the properties of stone material that can be supplied for the project.
- B. Shop Drawings: Submit shop drawings of each stone area indicating the total linear feet of stone provided, stone dimensions, relationships to adjacent construction.
- C. Samples for Initial Selection:
 - 1. The contractor shall make pre-selection arrangements at the source of the supply to ensure a ready supply of materials, equipment, and manpower required.
 - 2. Submit representative photographs of stone type and finish including a full range of material characteristics. Stone in photos should demonstrate shape and dimension of blocks described.

1.04 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and supplier.

1.05 QUALITY ASSURANCE

- A. Supplier Qualifications: Landscape stone supplier shall be a firm or firms that have successfully supplied natural stonework of material type and condition similar to the quality specified and in the quantity shown for a period of not less than 10 years.
- B. Installer Qualifications: Installation of natural stone shall be by a firm that can exhibit proof of a minimum of seven years prior successful experience with stone installations of similar material, design, and extent to that indicated for this project.
- C. Mockups: Build mockups to verify selections made under Sample submittals and to set quality standards for materials and execution.
 - 1. Build mockups for three consecutive stones positioned on site including one corner condition. Demonstrate the fit and relationships between stones. Notify the landscape architect seven (7) days in advance prior to mock-up.
 - a. Size: 3 stones minimum with a minimum total length of 12'

2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
3. Subject to compliance with requirements, approved mockups may become part of the completed work if undisturbed at time of Substantial Completion.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. General: Handle stone to prevent chipping, breakage, soiling or other damage.
- B. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact. Place and stack skids and stones to distribute weight evenly and prevent breakage and cracking of stones.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Source Limitations: Obtain protective surfacing materials from single source from single fabricator.
- B. Supplier:
 - Sensenig's Landscape Supply, 3670 Buffalo Road, Rochester, NY 14624 (585) 594-2221
 - L&M Stone, 1190 Walden Avenue, Alden, NY 14004 (716)683-1098
 - Approved Equal

2.02 LANDSCAPE STONE

- A. Description: Landscape stone is a dolomitic limestone and shall be provided in a brown tone color range.
- B. Stones of sizes as indicated on the drawings matching grain, and colors of representative stones as selected by Landscape Architect.
- C. Stone finish: All exposed faces natural weathered, guillotined or split face finish with no drill holes present.
- D. Stone shall be uniformly consistent in color, value, graining texture, and other features to the extent inherent in stone type.
- E. Remove any sharp or protruding corners from stone.
- F. Variations in excess of three (3) inches, measured from the straight edge to the extreme depression in the stone, will not be permitted.
- G. Stone set adjacent to each other shall not vary in elevation by more than one half inch (1/2").
- H. Stone types:
 1. Landscape Stone Type A: Stone aligned in a straight section to adjoining stone.
 - a. Size: 36"-54" length, 22"-24" width, 22" height
 - b. Joint Tolerance: Abut stones tight, 1 1/2" maximum joint width between stones visible on vertical and horizontal faces.
 2. Landscape Stone Type B: Stone cut at corner conditions to meet layout requirement
 - a. Size: See Contract Drawings for length, 22"-24" width, 22" height
 - b. Joint Tolerance: Abut stones tight, 1 1/2" maximum joint width between stones visible on vertical and horizontal faces.
 3. Landscape Stone Type C – Irregular Landscape Boulders Set at variable heights
 - a. Size: Varies with minimum 44" length, 30" width, and 22" height, Non-rectangular, Irregular shape. Width along length of stone to vary by minimum 6".

- b. Set abut tight to adjacent stone, maintain a 1 1/2" maximum consistent gap between stones.
 - c. Landscape Architect to review shape and form of Landscape Stone 3 prior to shipment to site. Coordinate review with Landscape Architect.
 - d. Stone to be set at elevations indicated on construction drawings.
- 4. Landscape Stone Type D – Irregular Landscape Boulders Set at variable heights
 - a. Size: Varies with minimum 48" length, 15" - 30" width, and 30" height, Non-rectangular, Irregular shape. Width along length of stone to vary by minimum 9".
 - b. Set abut tight to adjacent stone, maintain a 1 1/2" maximum consistent gap between stones.
 - c. Landscape Architect to review shape and form of Landscape Stone 3 prior to shipment to site. Coordinate review with Landscape Architect.
 - d. Stone to be set at elevations indicated on construction drawings.
- 5. Landscape Stone Type E – Irregular Landscape Boulders Set at variable heights
 - a. Size: Varies with minimum 48" length, 15" - 30" width, and 22" height, Non-rectangular, Irregular shape. Width along length of stone to vary by minimum 9".
 - b. Set abut tight to adjacent stone, maintain a 1 1/2" maximum consistent gap between stones.
 - c. Landscape Architect to review shape and form of Landscape Stone 3 prior to shipment to site. Coordinate review with Landscape Architect.
 - d. Stone to be set at elevations indicated on construction drawings.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for subgrade elevations, slope, and drainage and for other conditions affecting performance of the Work.
 - 1. Verify that substrates are sound and without high spots, ridges, holes, and depressions.
 - 2. Proceed with installation only after unsatisfactory conditions have been corrected.
 - 3. Coordinate Landscape stone work and related layouts with trades and work preceding stone installation and take additional field measurements as necessary to accommodate conditions.

3.02 INSTALLATION

- A. Conduct a pre-installation conference at the project site prior to the stone installation. Review stone system quality control requirements including details of construction, contract drawings, and specifications. Review on-site conditions affecting installation.
- B. Review at meeting (pre-installation conference) with methods to fit stone together meeting acceptable tolerances.
- C. Foundation material shall be evenly spread on prepared subgrade in the position shown on the plans or as directed by the engineer. Foundation material shall be laid in four (4") inch layers (maximum) and rolled while wet with a seven (7) to twelve (12) ton tandem roller or other approved method satisfactory to the engineer to the thickness shown on the plans or as directed by the engineer. Mix and apply components of seamless surfacing according to manufacturer's written instructions to produce uniform, monolithic, and impact-attenuating protective surfacing of required overall thickness.

- D. Placed stone shall meet gap tolerances. Work adjoining stone faces with tools in the field to achieve tolerances. Soil or other materials shall not be capable of migrating through the stone.

END OF SECTION 313720

DIVISION 32 – EXTERIOR IMPROVEMENTS

SECTION 321313 - CONCRETE PAVING

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes work for the following items:

1. Concrete Paved Walkways

1.02 REFERENCES

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Related Work Specified Elsewhere:
1. Section 033025 - Site Cast In Place Concrete
 2. Section 312000 - Earth Moving
 3. Section 129300 – Site Furnishings

1.03 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash, slag cement, and other pozzolans.
- B. W/C Ratio: The ratio by weight of water to cementitious materials.

1.04 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
1. Review methods and procedures related to concrete paving, including but not limited to, the following:
 - A. Concrete mixture design.
 - B. Quality control of concrete materials and concrete paving construction practices.
 2. Require representatives of each entity directly concerned with concrete paving to attend, including, Contractor's superintendent, Independent testing agency responsible for concrete design mixtures, Ready-mix concrete manufacturer, Concrete paving Subcontractor.

1.05 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
- C. Samples for Verification
- D. Mock Ups:
1. Concrete Paving: Contractor shall install a 6'x6' concrete paving mock-up with specified finishes and jointing including saw cut joints. Mock up shall be reviewed and approved by landscape architect prior to start of concrete work and shall not be part of the final project unless approved as such by landscape architect.

1.06 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Ready-mix concrete manufacturer and testing agency.
- B. Material Certificates: For the following, from manufacturer:
 - 1. Cementitious materials.
 - 2. Steel reinforcement and reinforcement accessories.
 - 3. Admixtures.
 - 4. Curing compounds.
- C. Material Test Reports: For each of the following:
 - 1. Aggregates to be used in concrete mixtures
- D. Field quality-control reports.

1.07 QUALITY ASSURANCE

- A. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
- B. Testing Agency Qualifications: Qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
 - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
- C. Mockups: Build mockups to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Build mockups of full-thickness sections of concrete paving to demonstrate typical joints; surface finish, texture, and color; curing; and standard of workmanship.
 - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless landscape architect specifically approves such deviations in writing.
 - 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.08 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage a qualified independent testing agency to perform preconstruction testing on concrete paving mixtures.

1.09 FIELD CONDITIONS

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.
- B. Cold-Weather Concrete Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and the following:
 - 1. When air temperature has fallen to or is expected to fall below 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
 - 2. Do not use frozen materials or materials containing ice or snow.
 - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.

- C. Hot-Weather Concrete Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:
1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 2. Cover steel reinforcement with water-soaked burlap, so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
 3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

2.01 CONCRETE, GENERAL

- A. ACI Publications: Comply with ACI 301 unless otherwise indicated.

2.02 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.
1. Use flexible or uniformly curved forms for curves with a radius of 100 feet or less.
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

2.03 STEEL REINFORCEMENT

- A. General: Comply with Section 033025 "Site Cast in Place Concrete" for steel reinforcement and other requirements for reinforcement accessories.
- B. Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded-wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete specified, and as follows:
1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
 2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.

2.04 CONCRETE MATERIALS

- A. Cementitious Materials: Use the following cementitious materials, of same type, brand, and source throughout Project:
1. Portland Cement: ASTM C 150, Type IIA. Use same brand of cement from single source throughout entire project.
- B. Normal-Weight Aggregates: ASTM C 33/C 33M uniformly graded. Provide aggregates from a single source.
1. Maximum Coarse-Aggregate Size: 3/8 inch.
 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

- C. Air-Entraining Admixture: ASTM C 260/C 260M.
- D. Chemical Admixtures: Admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.
 - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
 - 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
 - 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
 - 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
 - 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
 - 6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.
- E. Water: Potable and complying with ASTM C 94/C 94M.

2.05 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./ sq. yd. when dry.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Evaporation Retarder: Waterborne, monomolecular, film forming, manufactured for application to fresh concrete.
- E. Curing Compound: Acceptable Manufacturers:
 - 1. Admixtures Inc: Colorful Clear Curing Compound – (626) 357-3263
 - 2. Cure & Sealer Lithocrete ® Sealer or HLQ 125
 - 3. Or approved equal.

2.06 RELATED MATERIALS

- A. Bonding Agent: ASTM C 1059/C 1059M, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- B. Subbase: Refer to specification section 310000 “Earthwork”

2.07 EXPANSION JOINT

- A. Compatability: Provide joint sealants, backing materials, and related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint sealant manufacturer, based on testing and field experience.
- B. Expansions joints shall be as indicated on Contract Drawings. Joint filler and sealer, as specified, shall be installed in all expansion joints unless otherwise indicated on the Contract Drawings.
- C. Expansion Joint Fillers: shall be performed cork conforming to ASTM D1752, Type II.
- D. Joint Sealant Backer Materials: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by joint sealant manufacturer based on field experience and laboratory testing.

2.08 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience.
 - 1. Use a qualified independent testing agency for preparing and reporting proposed

concrete design mixtures for the trial batch method.

2. When automatic machine placement is used, determine design mixtures and obtain laboratory test results that comply with or exceed requirements.

B. Cementitious Materials:

1. Fly Ash or Pozzolan: 25 percent if approved by owner's representative
2. Slag Cement: 50 percent.
3. Combined Fly Ash or Pozzolan, and Slag Cement: 50 percent, with fly ash or pozzolan not exceeding 25 percent.

C. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:

1. Air Content: 6.5 percent plus or minus 1-1/2 percent.

D. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.

E. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.

F. Concrete Mixtures: Normal-weight concrete.

1. Compressive Strength (28 Days): 4000 psi.
2. Maximum W/C Ratio at Point of Placement: 0.45.
3. Slump Limit: 5 inches, plus or minus 0.5 inch
4. Solar Reflectance Index: Not less than 29.

2.09 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Furnish batch certificates for each batch discharged and used in the Work.

1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

B. Project-Site Mixing: Not Permitted

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proof-roll prepared subbase surface below concrete paving to identify soft pockets and areas of excess yielding.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

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

3.03 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.

- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.04 STEEL REINFORCEMENT INSTALLATION

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded-wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.
- E. Zinc-Coated Reinforcement: Use galvanized-steel wire ties to fasten zinc-coated reinforcement. Repair cut and damaged zinc coatings with zinc repair material.
- F. Epoxy-Coated Reinforcement: Use epoxy-coated steel wire ties to fasten epoxy-coated reinforcement. Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D 3963/D 3963M.
- G. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for a minimum 2-inch overlap of adjacent mats.

3.05 JOINTS

- A. General: Form construction, expansion, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.
 - 1. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at expansion joints.
 - 1. Continue steel reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of paving strips unless otherwise indicated.
 - 2. Provide tie bars at sides of paving strips where indicated.
 - 3. Butt Joints: Use bonding agent at joint locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
 - 4. Keyed Joints: Provide preformed keyway-section forms or bulkhead forms with keys unless otherwise indicated. Embed keys at least 1-1/2 inches into concrete.
 - 5. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.
- C. Expansion Joints: Form expansion joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.
 - 1. Locate expansion joints at intervals of 20 feet unless otherwise indicated.
 - 2. Extend joint fillers full width and depth of joint.
 - 3. Terminate joint filler not less than 1/2 inch or more than 1 inch below finished surface if

- joint sealant is indicated.
4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
 5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
 6. During concrete placement, protect top edge of joint filler with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
- D. Contraction (Saw-cut) Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows:
1. Saw-cut Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/4-inch- wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.
 - a. Tolerance: Ensure that sawed joints are within 1-1/4" either way from centers of dowels.
 - b. Sawcutting Joints to the required widths, depths and shapes may be performed in one or two stage operations. The Contractor shall ensure that the cutting edges in each saw assembly will produce pavement grooves, having the dimensions and to the dimensional tolerances shown on the Contract Drawings. The Contractor shall check the dimensions of each groove immediately after it has been cut and shall adjust and or replace worn cutting edges as necessary before proceeding to the next joint.
 - c. Sawing operation shall be done in succession down the pavement. Sawing alternate joints initially and returning later to saw intermediate joints will not be allowed with the exception of second stage sawing only. The first stage sawing shall be within one (1-1/4") inch of the center of the dowels or bars. The second stage shall consist of sawing the joint to its final dimension. The second stage sawing shall be performed no sooner than thirty-six (36) hours after the concrete has been placed at the joint. The edges shall be beveled by either a cutting or grinding device attached to the sawing blade or a cutting or grinding device following the sawing operation. When unsatisfactory results are being obtained, the Contractor shall, at the direction of the Landscape Architect, modify or change his method of producing bevels. The second stage sawing operation may be delayed at the Contractor's convenience except that if this second stage sawing is done after October 15 and the joint to be sawed has opened more than one-eighth (1/8") inch, as determined by measuring cracking on the slab side, the Contractor shall saw an additional one-sixteenth (1/16") inch in width for each one-sixteenth (1/16") inch of opening exceeding the one-eighth (1/8") inch.
 - d. Use a hand tool to saw-cut up to vertical edges such as walls, steps, curbs and columns. No cutting into vertical surfaces will be allowed nor shall saw-cut be allowed to stop short of vertical surfaces and allowed to crack at the end.
 2. Doweled Contraction Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.
- E. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 1/4-inch radius. Repeat tooling of edges after applying surface finishes.

Eliminate edging-tool marks on concrete surfaces.

3.06 CONCRETE PLACEMENT

- A. Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast-in.
- B. Remove snow, ice, or frost from subbase surface before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- D. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.
- E. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.
- F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- G. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
 - 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.
- H. Screed paving surface with a straightedge and strike off.
- I. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleedwater appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- J. Slip-Form Paving: Use design mixture for automatic machine placement. Produce paving to required thickness, lines, grades, finish, and jointing.
 - 1. Compact subbase and prepare subgrade of sufficient width to prevent displacement of slip-form paving machine during operations.

3.07 FLOAT FINISHING AT CONCRETE PAVING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleedwater sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
 - 1. Medium-to-Light-Textured Broom Finish: Draw a soft-bristle broom across float-finished concrete surface, perpendicular to line of traffic, to provide a uniform, fine-line texture.
 - a. Direction of light broom finish to be perpendicular to the direction of travel and shall be uniform throughout paved or pathway area.

3.08 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

- B. Comply with ACI 306.1 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete by a combination of these as follows:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
 - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears occurring during installation or curing period, using cover material and waterproof tape.
 - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating, and repair damage during curing period.

3.09 PAVING TOLERANCES

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

3.010 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Testing Services: Testing and inspecting of composite samples of fresh concrete obtained according to ASTM C 172/C 172M shall be performed according to the following requirements:
 - a. Testing Frequency: Obtain at least one composite sample for each 5000 sq. ft. or fraction thereof of each concrete mixture placed each day. When frequency of testing will provide fewer than five compressive-strength tests for each concrete

mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
 3. Air Content: ASTM C 231/C 231M, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below and when it is 80 deg F and above, and one test for each composite sample.
 5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
 6. Compressive-Strength Tests: ASTM C 39/C 39M; test one specimen at seven days and two specimens at 28 days.
 - a. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at 28 days.
- C. Strength of each concrete mixture will be satisfactory if average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
- D. Test results shall be reported in writing to Landscape Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Owner and Landscape Architect but will not be used as sole basis for approval or rejection of concrete.
- F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Owner and Landscape Architect.
- G. Concrete paving will be considered defective if it does not pass tests and inspections.
- H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- I. Prepare test and inspection reports.
- 3.011 REPAIR AND PROTECTION
- A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint.
 - B. Drill test cores, where directed by Landscape Architect, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with portland cement concrete bonded to paving with epoxy adhesive.
 - C. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.

- D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 321313

SECTION 321413 – PERMEABLE PAVERS

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes the following:
 - 1. Permeable Concrete Pavers
 - 2. Permeable Joint Opening Aggregate
 - 3. Permeable Joint Aggregate Type 1
 - 4. Permeable Joint Aggregate Type 2
 - 5. Permeable Setting Bed Aggregate (Open-graded)
 - 6. Permeable Base Aggregate (Open-graded)
 - 7. Permeable Subbase Aggregate (Open-graded)

1.02 REFERENCES

- A. ASTM International, latest edition:
 - 1. C 29 Bulk Density and Voids in Aggregate Materials.
 - 2. C 33, Standard Specification for Concrete Aggregates.
 - 3. C 136, Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
 - 4. C 140, Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units.
 - 5. D 448, Standard Classification for Sizes of Aggregate for Road and Bridge Construction.
 - 6. C 936, Standard Specification for Solid Concrete Interlocking Paving Units.
 - 7. C 979, Standard Specification for Pigments for Integrally Colored Concrete.
 - 8. D 698 Test Methods for Moisture Density Relations of Soil and Soil Aggregate Mixtures Using a 5.5 lb (24.4 N) Rammer and 12 in. (305 mm) drop.
 - 9. D 1557 Test Methods for Moisture Density Relations of Soil and Soil Aggregate Mixtures Using a 10-lb (44.5 N) Rammer and 18 in. (457 mm) drop.
 - 10. C1645 Standard Test Method for Freeze-thaw and De-icing Salt Durability of Solid Concrete Interlocking Paving Units
 - 11. D 4254, Standard Test Methods for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density.
 - 12. D 4632, Standard Test Method for Grab Breaking Load and Elongation of Geotextiles
 - 13. D 4533, Standard Test Method for Index Trapezoidal Tearing Strength of Geotextiles
 - 14. D 4833, Standard Test Method for Index Puncture Resistance of Geotextiles, Geomembranes and Related Products
 - 15. D 4491, Standard Test Method for Water Permeability of Geotextiles by Permittivity
 - 16. D 4751, Standard Test Method for Determining Apparent Opening Size of a Geotextile

1.03 SUBMITTALS

- A. Permeable Concrete Pavers:
 - 1. Samples for verification: Three representative full-size samples of each paver type, thickness, color and finish that indicate the range of color variation and texture

- 2. expected upon project completion.
- 2. Accepted samples become the standard of acceptance for the product produced.
- 3. Test results from an independent testing laboratory for compliance of concrete pavers with ASTM C 936.
- 4. Manufacturer's catalog product data, installation instructions, and material safety data sheets for the safe handling of the specified materials and products.
- B. Permeable Joint Opening Aggregate:
 - 1. Provide three representative, one pound samples in containers of aggregate materials that indicate the range of color variation and texture expected upon project completion.
 - 2. Accepted samples become the standard of acceptance for the product produced.
 - 3. Test results from an independent testing laboratory for sieve analysis, including washed gradations per ASTM C 136.
 - 4. Test results for void space percentage per ASTM C 29.
- C. Permeable Setting Bed, Base and Subbase Aggregate:
 - 1. Test results from an independent testing laboratory for compliance with ASTM D 448 No. 8, No. 57 and No. 2.
 - 2. Test results from an independent testing laboratory for sieve analysis, including washed gradations per ASTM C 136.
 - 3. Test results for void space percentage per ASTM C 29.
- D. Paving Installation Contractor:
 - 1. Job references from a minimum of three projects similar in size and complexity. Provide Owner/Client/General Contractor names, postal address, phone, fax, and email address.

1.04 QUALITY ASSURANCE

- A. Utilize a Manufacturer having at least ten years of experience manufacturing interlocking concrete pavers on projects of similar nature or project size.
- B. Source Limitations:
 - 1. Obtain Permeable Concrete Pavers from one source location with the resources to provide products of consistent quality in appearance and physical properties.
 - 2. Obtain Permeable Joint Opening Aggregate from one source with the resources to provide materials and products of consistent quality in appearance and physical properties.
- C. Paving Contractor Qualifications:
 - 1. Utilize an installer having successfully completed concrete paver installation similar in design, material, and extent indicated on this project.
- D. Mockups:
 - 1. Install a 5 ft x 5 ft paver area.
 - 2. Use this area to determine joint sizes, lines, laying pattern(s) and levelness. This area will serve as the standard by which the workmanship will be judged.
 - 3. Subject to acceptance by owner, mock-up may be retained as part of finished work.
 - 4. If mock-up is not retained, haul offsite and dispose legally.

1.05 DELIVERY, STORAGE & HANDLING

- A. In accordance with Conditions of the Contract and Division 1 Product Requirement Section.
- B. Deliver Permeable Concrete Pavers in manufacturer's original, unopened and undamaged container packaging with identification labels intact.
 - 1. Coordinate delivery and paving schedule to minimize interference with normal use of streets and sidewalks adjacent to paver installation.

2. Deliver concrete pavers to the site in steel banded, plastic banded or plastic wrapped packaging capable of transfer by forklift or clamp lift.
 3. Unload pavers at job site in such a manner that no damage occurs to the product or adjacent surfaces.
 - C. Store and protect materials free from mud, dirt and other foreign materials.
- 1.06 PROJECT/SITE CONDITIONS
 - A. Environmental Requirements:
 1. Install permeable pavers only on unfrozen permeable setting bed aggregate materials.
 2. Install permeable setting bed only on unfrozen permeable base and subbase aggregates.
 3. Install permeable base or subbase aggregates only over unfrozen subgrade.
- 1.07 PERMEABLE CONCRETE PAVER OVERAGE AND ATTIC STOCK
 - A. Provide a minimum of 5% additional material for overage to be used during construction.
 - B. Manufacture to supply maintenance and reinstatement manuals for Permeable Concrete Paver units.

PART 2 PRODUCTS

- 2.01 PERMEABLE CONCRETE PAVERS
 - A. Manufacturer
 1. Unilock:
 - a. Eco-Priora
 2. As manufactured by:
Unilock Ohio
12560 Sheets Road
Rittman, Ohio 44270
Contact: Kyle Schuppenhauer, 330-927-4000 or 716-449-2272 (cell)
 3. The specified products establish minimum requirements that substitutions must meet to be considered acceptable.
 - a. To obtain acceptance of unspecified products, submit written requests at least 7 days before the Bid Date.
 3. Substitutions: No substitutions permitted.
 - B. Product requirements:
 - a. Permeable Paver Type 2: Unilock Eco-Priora
 - b. Finish:
 1. Standard – this is not a face mix finish.
 - c. Color: Natural
 - d. Edge: Chamfer - 3 mm rolled
 - e. Size: Manufacture the sizes indicated with a maximum tolerance of plus or minus 1/16 inch for length and width. Maximum height tolerance of plus or minus 1/8 inch.
Paver: 5 in x 10 in x 3-1/8 in thick

- C. Provide pavers meeting the minimum material and physical properties set forth in ASTM C 936, Standard Specification for Interlocking Concrete Paving Units. Efflorescence is not a cause for rejection.
1. Average compressive strength 8000 psi (55MPa) with no individual unit under 7,200 psi (50 MPa).
 2. Average absorption of 5% with no unit greater than 7% when tested according to ASTM C 140.
 3. Conforming to ASTM C 1645 when tested for freeze-thaw requirements.
 4. Height tolerances +/- 3.2 mm (1/8 in).
- D. Accept only pigments in concrete pavers conforming to ASTM C 979.
Note: ACI Report No. 212.3R provides guidance on the use of pigments.
- E. Maximum allowable breakage of product is 5%.

2.02 PERMEABLE JOINT OPENING AGGREGATE

- A. Provide Permeable Joint Opening Aggregate materials conforming to ASTM C 33 and gradation requirements of ASTM D 448 No. 8 as shown in Table 1. TABLE 1 - ECO-OPTILOC PERMEABLE JOINT OPENING AGGREGATE

GRADATION REQUIREMENTS
(CRUSHED LIMESTONE)

ASTM No. 8	
Sieve Size	Percent Passing
1/2 in (12.5 mm)	100
3/8 in (9.5 mm)	85 to 100
No. 4 (4.75 mm)	10 to 30
No. 8 (2.36 mm)	0 to 10
No. 16 (1.18 mm)	0 to 5

- B. Provide Permeable Joint Opening Aggregate materials conforming to ASTM C 33 and gradation requirements as presented in Table 2.
1. Supplier:
 - a. Kafka Granite LLC, 101 S. Weber Ave, Stratford, WI 54484 –
Toll Free: 800-852-7415
 - b. Alliance Aqua-Roc
 - c. SEK Perm Chip
 2. Color: (Specify granite chip color if other than crushed limestone)

TABLE 2 - ECO-PRIORA & TOWN
HALL

PERMEABLE JOINT OPENING
AGGREGATE GRADATION
REQUIREMENTS
(GRANITE CHIPS)

ASTM No. 9	
Sieve Size	Percent Passing
3/8 in (9.5 mm)	100
No. 4 (4.75 mm)	85 to 100
No. 8 (2.36 mm)	10 to 40
No. 16 (1.18 mm)	0 to 10
No. 50 (0.30 mm)	0 to 5

2.03 PERMEABLE SETTING BED AGGREGATE

- A. Provide Permeable Setting Bed Aggregate materials conforming to ASTM C 33 and gradation requirements of ASTM D 448 No. 8 as presented in Table 3.

TABLE 3
PERMEABLE SETTING BED AGGREGATE
GRADATION REQUIREMENTS

ASTM No. 8	
Sieve Size	Percent Passing
½ in (12.5 mm)	100
3/8 in (9.5 mm)	85 to 100
No. 4 (4.75 mm)	10 to 30
No. 8 (2.36 mm)	0 to 10
No. 16 (1.18 mm)	0 to 5

2.04 PERMEABLE BASE AGGREGATE

- A. Provide Permeable Base Aggregate materials conforming to ASTM C 33 and gradation requirements of ASTM D 448 No. 57 as presented in Table 4.

TABLE 4
PERMEABLE BASE
AGGREGATE
GRADATION REQUIREMENTS

ASTM No. 57	
Sieve Size	Percent Passing
1-1/2 in (37.5 mm)	100

1 in (25 mm)	95 to 100
1/2 in (12.5 mm)	25 to 60
No. 4 (4.75 mm)	0 to 10
No. 8 (2.36 mm)	0 to 5

2.05 PERMEABLE SUBBASE AGGREGATE

- A. Provide Permeable Subbase Aggregate materials conforming to ASTM C 33 and gradation requirements of ASTM D 448 No. 2 as presented in Table 5.

TABLE 5
PERMEABLE SUBBASE AGGREGATE

GRADATION REQUIREMENTS	
ASTM No. 2	
Sieve Size	Percent Passing
3 in (75 mm)	100
2-1/2 in (63 mm)	90 to 100
2 in (50 mm)	35 to 70
1-1/2 in (37.5 mm)	0 to 15
3/4 (19 mm)	0 to 5

Note: For all aggregates, provide washed, clean, have zero plasticity, free from deleterious or foreign matter, crushed, angular rock and contain no No. 200 sieve size aggregate materials used in the construction of permeable pavement. Aggregate materials serve as the structural load bearing platform of the pavement as well as a temporary receptor for the infiltrated water that is collected through the openings in the pavement's surface.

2.06 GEOTEXTILE

- A. Provide Geotextile material conforming to the following performance characteristics, measured per the test methods referenced:
- 4 oz., nonwoven needle punched geotextile composed of 100% polypropylene staple fibers that are inert to biological degradation and resists naturally encountered chemicals, alkalis, and acids.
 - Grab Tensile Strength: ASTM D 4632: 115 lbs.
 - Grab Tensile Elongation: ASTM D 4632: 50%
 - Trapezoidal Tear: ASTM D 4533: 50 lbs.
 - Puncture: ASTM D 4833: 65 lbs.
 - Apparent Opening Size: ASTM D 4751: 0.212 mm, 70 U.S. Sieve
 - Permittivity: ASTM D 4491: 2.0 sec -1
 - Flow Rate: ASTM D 4491: 140 gal/min/s.f.
- B. Manufacturer - Product
- Carthage Mills – FX-40HS
 - U.S. Fabrics – US 115NW
 - Mirafi – 140N

2.07 EDGE RESTRAINTS

- A. Concrete Edge Restraint as indicated.
- B. Plastic and Metal Edge Restraints:

1. Permaloc, www.permaloc.com
 - a. Material Type: Aluminum
 - b. Model No.: PERMALOC 3" EDGE 30300

2.08 ACCESSORIES

A. Sealers

1. Supplier:
Unilock -Ohio
12560 Sheets Road
Rittman, Ohio 44270
Contact: Kyle Schuppenhauer, 330-927-4000 or 716-449-2272 (cell)
Material Type and Description: As recommended and supplied by
manufacturer

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine areas indicated to receive paving for compliance with requirements for installation tolerances and other conditions affecting performance for the following items before placing the Permeable Concrete Pavers.
 1. Verify that subgrade preparation, compacted density and elevations conform to specified requirements.
 2. Verify that Geotextiles, if applicable, have been placed according to drawings and specifications.
 3. Verify that Permeable Base and Subbase Aggregate materials, thickness, compacted density, surface tolerances and elevations conform to specified requirements.
 4. Provide written density test results for soil subgrade, Permeable Base and Subbase Aggregate materials to the Owner, General Contractor and paver installation subcontractor.
 5. Verify location, type, and elevations of edge restraints, concrete collars around utility structures, and drainage inlets.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
 1. Beginning of bedding sand and paver installation signifies acceptance of base and edge restraints.

3.02 PREPARATION

- A. Verify that the subgrade structural soil is free from standing water.
- B. Stockpile Permeable Setting Bed, Joint, Base and Subbase Aggregate materials such that they are free from standing water, uniformly graded, free of any organic material or sediment, debris, and ready for placement.
- C. Remove any excess thickness of soil applied over the excavated soil subgrade to trap sediment from adjacent construction activities before placing the Geotextile and Permeable Subbase Aggregate materials.
- D. Keep area where pavement is to be constructed free from sediment during entire job. Remove and replace all Geotextile, Permeable Joint, Setting Bed, Base and Subbase Aggregate materials contaminated with sediment with clean materials.
- E. Complete all subdrainage of underground services within the pavement area in conjunction with subgrade preparation and before the commencement of Permeable Subbase Aggregate construction.
- F. Prevent damage to underdrain pipes, overflow pipes, observation wells, or inlets and other drainage appurtenances during installation. Report all damage immediately.

- G.** Compact soil subgrade uniformly to at least 90 percent of Standard Proctor Density per ASTM D 698 for pedestrian areas. Compact soil subgrade uniformly to at least 95 percent Modified Proctor per ASTM D 1557 for vehicular areas.
- H.** Proof-roll prepared subgrade identify soft pockets and areas of excess yielding. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting and replace with structural soil as directed.

Note: Base compaction and proof-rolling of the subgrade soil on the recommendations of the Design Engineer. Request the Architect/Engineer to inspect subgrade preparations, elevations and conduct density tests for conformance to specifications.

3.03 INSTALLATION

A. EDGE RESTRAINTS

- 1.** Provide plastic or metal edge restraints as indicated.
 - a. Provide plastic or metal edge restraints along the perimeter of all paving as indicated and supported on a minimum of 6 inches (150 mm) of Base Aggregate.

B. GEOTEXTILES

- 1.** Provide separation geotextile on bottom and sides of prepared soil subgrade. Secure in place to prevent wrinkling or folding from equipment tires and tracks.
- 2.** Overlap ends and edges a minimum of 18 in. (450 mm) in the direction of drainage.

C. PERMEABLE BASE AND SUBBASE AGGREGATE

- 1.** Provide the Permeable Subbase Aggregate in uniform lifts not exceeding 6 in., (150 mm) loose thickness and compact to at least 95 percent as per ASTM D 4254 to depths as indicated.
- 2.** Compact the Permeable Subbase Aggregate material with at least two passes in the vibratory mode then at least two in the static mode with a minimum 10 ton vibratory roller until there is no visible movement. Do not crush aggregate with the roller.
- 3.** Tolerance: Do not exceed the specified surface grade of the compacted Permeable Subbase Aggregate material more than $\pm 3/4$ in. (20 mm) over a 10 ft. (3 m) long straightedge laid in any direction.
- 4.** Provide the Permeable Base Aggregate material in uniform lifts not exceeding 6 in. (150 mm) over the compacted Permeable Subbase Aggregate material and compact to at least 95 percent as per ASTM D 4254 to depths as indicated.
 - a. Place minimum 3 in. lift, compact Permeable Base Aggregate.
- 5.** Compact the Permeable Base Aggregate material with at least two passes in the vibratory mode then at least two in the static mode with a minimum 10 ton vibratory roller until there is no visible movement. Do not crush aggregate with the compaction device.
- 6.** Tolerance: Do not exceed the specified surface grade of the compacted Permeable Base Aggregate material more than $\pm 1/2$ in. (13 mm) over a 10 ft. (3 m) long straightedge laid in any direction.
- 7.** Grade and compact the upper surface of the Permeable Base Aggregate material sufficiently to prevent infiltration of the Permeable Setting Bed Aggregate material both during construction and throughout its service life.

Note: In-place density of the Permeable Base and Subbase Aggregate materials may be checked per ASTM D 4254. Establish a Compacted density of 95% of the laboratory index density for the subbase and base stone.

D. PERMEABLE SETTING BED AGGREGATE

- 1.** Provide, spread and screed Permeable Setting Bed aggregate evenly over the

Permeable Base Aggregate course.

- a. Protect screeded Permeable Setting Bed Aggregate from being disturbed.
 - b. Screed only the area which can be covered by pavers in one day.
 - c. Do not use Permeable Setting Bed Aggregate material to fill depressions in the base surface.
2. Keep moisture content constant and density loose and constant until Concrete Pavers are set and compacted.
 3. Inspect the Permeable Setting Bed Aggregate course prior to commencing the placement of the permeable concrete pavers.
 4. Inspect the Setting Bed Aggregate course prior to commencing the placement of the Permeable Concrete Pavers. Acceptance of the Setting Bed Aggregate occurs with the initiation of Permeable Concrete Paver placement.

E. PERMEABLE CONCRETE PAVERS

1. Replace unit pavers with chips, cracks, voids, discolorations, and other defects that might be visible in finished work.
2. Mix Concrete Pavers from a minimum of three (3) bundles simultaneously drawing the paver vertically rather than horizontally, as they are placed, to produce uniform blend of colors and textures. (Color variation occurs with all concrete products. This phenomenon is influenced by a variety of factors, e.g. moisture content, curing conditions, different aggregates and, most commonly, from different production runs. By installing from a minimum of three (3) bundles simultaneously, variation in color is dispersed and blended throughout the project).
3. Exercise care in handling face mix pavers to prevent surfaces from contacting backs or edges of other units.
4. Provide Permeable Concrete Pavers using joint pattern as indicated. Adjust joint pattern at pavement edges such that cutting of edge pavers is minimized. Cut all pavers exposed to vehicular tires no smaller than one-third of a whole paver.
5. Use string lines or chalk lines on Permeable Setting Bed aggregate to hold all pattern lines true.
6. Set surface elevation of pavers 1/8 in. (3 mm) above adjacent drainage inlets, concrete collars or channels.
7. Place units hand tight against spacer bars. Adjust horizontal placement of laid pavers to align straight.
 - a. When installation is performed with mechanical equipment, use only unit pavers with spacer bars on sides of each unit.
8. Provide space between paver units of 1/32 in. (1 mm) wide to achieve straight bond lines.
9. Prevent joint (bond) lines from shifting more than $\pm 1/2$ in. (± 15 mm) over 50 ft. (15 m) from string lines.
10. Fill gaps between units or at edges of the paved area that exceed 3/8 inch (10 mm) with pieces cut to fit from full-size unit pavers.
11. Cut unit pavers with motor-driven masonry saw equipment to provide clean, sharp, unchipped edges. Cut units to provide pattern indicated and to fit adjoining work neatly. Use full units without cutting where possible. Hammer cutting is not acceptable.
12. Prevent all traffic on installed pavers until Permeable Joint Aggregate has been vibrated into joints. Keep skid steer and forklift equipment off newly laid pavers that have not received initial compaction and Permeable Joint Aggregate material.
13. Vibrate pavers into leveling course with a low-amplitude plate vibrator capable of a to 5000-lbf (22-kN) compaction force at 80 to 90 Hz. Perform at least three passes across paving with vibrator. Vibrate under the following conditions:
 - a. After edge pavers are installed and there is a completed surface.

- b. Compact installed concrete pavers to within 6 feet (1,800 mm) of the laying face before ending each day's work. Cover pavers that have not been compacted and leveling course on which pavers have not been placed, with nonstaining plastic sheets to prevent Permeable Setting Bed Aggregate from becoming disturbed.
- 14. Protect face mix Concrete Paver surface from scuffing during compaction by utilizing a urethane pad.
- 15. Remove any cracked or structurally damaged pavers and replace with new units prior to installing Permeable Joint Opening Aggregate material.
- 16. Provide, spread and sweep Permeable Joint Opening Aggregate into joints immediately after vibrating pavers into Permeable Setting Bed course until full. Vibrate pavers and add Permeable Joint Aggregate material until joints are completely filled, then remove excess surface material.
- 17. Remove excess Permeable Joint Aggregate broom clean from surface when installation is complete.

3.04 FIELD QUALITY CONTROL

- A. Verify final elevations for conformance to the drawings after sweeping the surface clean.
 - 1. Prevent final Concrete Paver finished grade elevations from deviating more than $\pm 3/8$ in. (± 10 mm) under a 10 ft (3 m) straightedge or indicated slope, for finished surface of paving.
- B. Lippage: Paver-to-Paver Lippage:
 - No greater than 3 mm (1/8 inch) difference in height between adjacent pavers.

I.

3.05 REPAIRING, CLEANING AND SEALING

- A. Remove and replace unit pavers that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Provide new units to match adjoining units and install in same manner as original units, with same joint treatment and with no evidence of replacement.
- B. Cleaning: Remove excess dirt, debris, stains, grit, etc. from exposed paver surfaces; wash and scrub clean.
 - 1. Clean Permeable Concrete Pavers in accordance with the manufacturer's written recommendations.
- C. Seal pavers
 - 1. Apply Sealer for Permeable Concrete Pavers in accordance with the sealer and paver manufacturer's written recommendations.

3.06 PROTECTION

- A. Protect completed work from damage due to subsequent construction activity on the site.

3.07 PERMEABLE JOINT AGGREGATE MATERIAL REFILLING

- A. Remove all debris from joint and provide additional Permeable Joint Aggregate material after 120 days and before 150 days after date of Substantial Completion/Provisional Acceptance.
 - 1. Fill Permeable Joint Aggregate material full to the lip of the paver.

END OF SECTION

SECTION 321827 PLAYGROUND SURFACING - POURED RUBBER

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Poured in place and trowelled resilient playground surfacing.
- B. Related work, sub-grade preparation.
- C. Related Sections:
 - 1. Section 312200, Earthwork.
 - 2. Section 321313, Sitework Concrete.

1.02 REFERENCES

- A. ADAAG- Americans with Disabilities Act, 1990, Titles II.
- B. ASTM F1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.
- C. ASTM E108 - Fire Test. Product shall exhibit a minimum result of a Class A Rating.
- D. ASTM F1487 - Standard Consumer Safety Performance Specification for Playground Equipment for Public Use
- E. ASTM F1951/PS83 - Determination of Accessibility of Surface Systems Under and Around Playground Equipment.
- F. ASTM E303, Skid Resistant Test Data.
- G. CPSC – Consumer Products Safety Commission, Handbook for Public Playground Safety #325, Current Edition.

1.03 SUBMITTALS

- A. Manufacturer's Product Literature and Specification Data.
- B. ASTM F1292 – Impact Attenuation Test Certification for the poured-in-place system to be installed in compliance with the Critical Fall height as determined by the Playground Equipment to be installed in conjunction with the poured-in-place surfacing system.

- C. Color: Selected from manufacturer's color chart. Choice by Owner to be determined prior to installation.
- D. Manufacturer's Installation Instructions and Procedures: Indicate substrate requirements and installation methods.
- E. Plan of equipment layout indicating location, footings and color patterns. Inclusive of drainage structures.

1.04 QUALITY ASSURANCE

- A. Qualifications: Utilize an installer approved and trained by the manufacturer of the playground surfacing system, having experience with other projects of the scope and scale of the work described in this section.
- B. Certifications: Certification by manufacturer that installer is an approved applicator of the playground surfacing system.
- C. International Play Equipment Manufacturers Association (IPEMA) certified.

1.05 REGULATORY REQUIREMENTS

- A. Materials and play areas shall comply with the requirements of ASTM F1951.

1.06 DELIVERY, STORAGE & HANDLING

- A. A. General: Comply with Division 1 Product Requirement Section.
- B. B. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- C. C. Storage and Protection: Store materials protected from exposure to harmful environmental conditions and at a minimum temperature of 40 degrees F (4 degrees C) and a maximum temperature of 90 degrees F (32 degrees C).

1.07 WARRANTY

- A. Statement of Warranty for a minimum two-year period, Full Warranty, labor and materials. Detailed Warranty Claim requirements of the Owner and specific procedures to be followed by the manufacturer in terms of response and repair of warranty claims.

1.08 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Repair Kits: Full size units for each color provided

PART 2 - PRODUCTS

2.02 SYSTEM DESCRIPTION

- A. Performance Requirements: Provide a 2 layer rubber-urethane playground surfacing system which has been designed, manufactured and installed to meet the following criteria:
 - 1. Shock Attenuation (ASTM F1292):
 - a. Gmax: Less than 200.
 - b. Head Injury Criteria: Less than 1000.
 - 2. Flammability (ASTM D2859): Pass.
 - 3. Tensile Strength (ASTM D412): 60 psi (413 kPa).
 - 4. Tear Resistance (ASTM D624): 140%.
 - 5. Water Permeability: 0.4 gal/yd²/second.
 - 6. Accessibility: Comply with requirements of ASTM F1951.

2.03 MATERIALS

- A. Description: Dual durometer poured-in-place system with wearing layer upper membrane and an underlying impact attenuation cushion layer. The finished surface shall be porous, and capable of being installed at varying thickness to comply with Critical Fall height requirements of playground equipment installed in conjunction with the surface.
- B. Materials: The surface shall be manufactured from EPDM and SBR rubber compounds mixed with a 100 percent MDI (Diisocyanate) based Polyurethane Resin. Polyurethane containing any TDI (Toluene Diphenyl Isocyanate) shall not be allowed due to environmental regulations.
- C. Cushion Layer shall be a mixture of 3/8" shredded and a 1mm-3mm SBR rubber particles of heterogeneous distribution (50/50 mixture) bonded by a polyurethane binder applied

to 100 percent of the rubber and installed to a designated thickness as required by the Consumer product Safety's Commission's Guidelines and ASTM F1292 Test Criteria. Thickness of Cushion layer varies according to CPSC Guideline depending on height of fall for tallest equipment.

1. Material: Blend of 100% recycled SBR (styrene butadiene rubber) and urethane.
2. Thickness: Various
3. Formulation Components: Blend of strand and granular material.

D. Wearing Layer shall be a mixture of 50% black and colored EPDM granules, 1mm-3mm, bonded by a polyurethane binder applied to 100 percent of the granules and applied to a thickness of 1/2 inch over the cushion layer. Color choices and blend ratios to be of colors selected by the Architect. See plan for color zones and areas.

1. Dry Static Coefficient of Friction (ASTM D2047): 1.0.
2. Wet Static Coefficient of Friction (ASTM D2047): 0.9.
3. Dry Skid Resistance (ASTM E303): 89.
4. Wet Skid Resistance (ASTM E303): 57.

DI. Finish Texture: Color to be selected by Architect.

DII. Primer: Aromatic urethane resin.

DIII. Geotextile Fabric: Geotextile membrane applied over compacted and graded substrate for aggregate substrate installation.

DIV. Aggregate sub-base, permeable: Crushed Aggregate Base: 3/4 inch maximum grading, crushed rock and rock dust conforming to requirements of Section 200-2.2, SSPWC, or Permeable Material: CSS Caltrans Standard Specifications, Latest Edition, Section 68, Class 2.

DV. MIXES

1. A. Required mix proportions by weight:
2. 1. Basemat: 16+% urethane (as ratio: 14% urethane divided by 86% rubber). 14% urethane, 86% rubber (based on entire rubber & urethane mix).
3. 2. Top Surface: 22% urethane (ratio: 18% urethane divided by 82% rubber). 18% urethane, 82% rubber (based on entire rubber & urethane mix).

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Scarify and compact soil sub-base to 90%.
- B. Verify that substrate is graded, smooth and ready to receive work of this Section.

- C. Verify drainage system has been installed.
- D. Verify gradients and elevations of substrate are correct.
- E. Verify perimeter concrete curbing has been installed per Section 32 13 13.
- F. Install minimum 4 inch thick aggregate substrate, compacted to 90%, 1/4" in 10 feet maximum tolerance, installed in two 2-inch lifts grade to slope minimum 2%, install geotextile fabric over aggregate substrate.
- G. Coordinate with installation of playground equipment.

3.02 INSTALLATION

- A. Surface Preparation: Using a brush or short nap roller, apply primer to the substrate perimeter and any adjacent vertical barriers such as playground equipment support legs, curbs or slabs that will contact the surfacing system at the rate of 300 ft²/gal (7.5 m²/L).
- B. Install Shredded SBR cushion course and EPDM wearing surface system per manufacturer's instructions.
 - a. Over aggregate: Install play surfacing system over geotextile fabric over compacted aggregate substrate, slope to drain aggregate no less than 2 percent.
 - b. Basemat Installation:
 - 1) Using screeds and hand trowels, install the basemat at a consistent density of 29 pounds, 1 ounce per cubic foot (466 kg/m³) to the specified thickness.
 - 2) Allow basemat to cure for sufficient time so that indentations are not left in the basemat from applicator foot traffic or equipment.
 - 3) Do not allow foot traffic or use of the basemat surface until it is sufficiently cured.
 - c. Top Surface Installation:
 - 1) Using a hand trowel, install top surface at a consistent density of 58 pounds, 9 ounces per cubic foot (938 kg/m³) to a nominal thickness of 1/2" (12.7 mm).
 - 2) Allow top surface to cure for a minimum of 48 hours.
 - 3) At the end of the minimum curing period, verify that the top surface is sufficiently dry and firm to allow foot traffic and use without damage to the surface.
 - 4) Do not allow foot traffic or use of the surface until it is sufficiently cured.
- C. Perimeter: As indicated on drawings and installed in accordance with Section 32 13 13:

1. Flush with Exposed Concrete Perimeter Curb: Top of concrete curb to flush with finished surface, tooled rounded edges.
-
- D. Manufacturer shall have manufactured and installed playground poured-in-place surfacing systems to current ASTM F1292 Test Criteria for a minimum of 5 years. The installation of the poured-in-place product shall be completed by Manufacturer Certified Contractors or by direct employees of the Manufacturer's Installation Division. Manufacturer's detailed installation procedures shall be submitted to the Architect.
 - E. Make necessary adjustments to system to accommodate playground equipment uprights installed into grade.
 - F. Install play surfacing level abutting Path of Travel and each playground equipment.

SECTION 329110 - SOIL PREPARATION

PART 1 - GENERAL

1.01 SUMMARY

- A. The scope of work in this section includes, but is not limited to, the following:
 - 1. Locate, purchase, deliver and install Imported Planting Soil and soil amendments.
 - 2. Harvest and stockpile existing site soils suitable for Planting Soil.
 - 3. Modify existing stockpiled site soil.
 - 4. Modify existing site soil in place for use as Planting Soil.
 - 5. Install existing or modified existing soil for use as Planting Soil.
 - 6. De-compact soils.
 - 7. Inspect and test subgrade for percolation.
 - 8. Fine grade Planting Soil.
 - 9. Install Compost into Planting Soil, if needed, as specified.
 - 10. Test soils using Cornell Soil Health Lab or approved equivalent.

1.02 RELATED DOCUMENTS AND REFERENCES

- A. Related Specifications:
 - 1. Section 329200 – Turf and Grasses
 - 2. Section 329310 – Plants
 - 3. Section 312000 – Earth Moving
- B. Referenced Standards to be incorporated into the project specification.
 - 1. U.S. Department of Agriculture, Natural Resources Conservation Service, 2003. *National Soil Survey Handbook*, title 430-VI. Available online.
 - 2. US Composting Council www.compostingcouncil.org
 - 3. *Methods of Soil Analysis*, as published by the Soil Science Society of America (<http://www.soils.org/>).

1.03 DEFINITIONS

These items are defined here and also further in this standard.

- A. Acceptable drainage: to be determined by Owner's Representative. Drainage rate will be based on soil type, subgrade, and plants to be grown.
- B. Airspade: A supersonic air tool utilized to decompact and/or invigorate soils.
- C. Amendment: material added to Topsoil to produce Planting Soil Mix. Amendments are classified as general soil amendments, fertilizers, and

compost.

- D. Compacted soil: soil where the density of the soil is greater than the threshold for root growth.
- E. Compost: well decomposed stable organic material as defined by the US Composting Council.
- F. Drainage: The rate at which soil water moves through the soil transitioning the soil from saturated condition to field capacity. Most often expressed as saturated hydraulic conductivity (Ksat; units are inches per hour).
- G. Existing Soil: Mineral soil existing at the locations of proposed planting after the majority of the construction within and around the planting site is completed and just prior to the start of work to prepare the planting area for soil modification and/or planting.
- H. Fertilizer: amendment used for the purpose of adjusting soil nutrient composition and balance.
- I. Fine grading: The final grading of the soil to achieve exact contours and positive drainage, often accomplished by hand rakes, drag rakes or other suitable devices.
- J. Finished grade: surface or elevation of Planting Soil after final grading and 12 months of settlement of the soil.
- K. Graded soil: Soil where the A horizon has been stripped and relocated or re-spread; cuts and fills deeper than 12 inches.
- L. Installed soil: Planting soil and existing site soil that is spread and or graded to form a planting soil.
- M. Minor disturbance: Minor grading as part of agricultural work that only adjusts the A horizon soil, minor surface compaction in the top 6 inches of the soil, applications of fertilizers, installation of utility pipes smaller than 18 inches in diameter thru the soil zone.
- N. Planting Soil: Topsoil, or Planting Soil Mixes which are imported or existing at the site, or made from components that exist at the site, or are imported to the site.
- O. Scarify: Loosening and roughening the surface of soil and sub soil prior to adding additional soil on top.
- P. Scoop and Dump: Deep loosening of the soil with the addition a specified

amount of compost to the depths specified by using a backhoe.

- Q. Soil Ripping: Loosening the soil by dragging a ripping shank or chisel through the soil to the depths and spacing specified.
- R. Soil Tilling: Loosening the surface of the soil to the depths specified with a rotary tine tilling machine, roto tiller, or spade tiller.
- S. Soil trenching: Cutting narrow trenches thru the soil at the depths and spacing specified to loosen the soil profile.
- T. Subgrade: surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill, before placing Planting Soil.
- U. Topsoil: naturally produced and harvested soil from the A horizon or upper layers or the soil.
- V. Undisturbed soil: Soils with the original A horizon intact that have not been graded or compacted. Soils that have been farmed, subjected to fire, or logged but not graded and natural forested land will be considered as undisturbed.

1.04 SUBMITTALS

- A. Product data and certificates: For each type of manufactured product, submit data and certificates that the product meets the specification requirements, signed by the product manufacturer, and complying with the following:
 - 1. Product Data: Submit manufacturer's or supplier's product data and literature or certified analysis for standard products and bulk materials, complying with testing requirements and referenced standards.
 - 2. Products: Products include Imported Topsoil; Compost; Coarse Sand; Fertilizer, Biological, and Other Amendments; Existing Soil; and Modified Existing Soil.
- B. Samples: Submit samples of each product and material to the Owner's Representative for approval. Label samples to indicate product, characteristics, and locations where product will be used on the site. Samples will be reviewed for appearance only.
 - 1. Submit samples a minimum of 8 weeks prior to the anticipated date of the start of soil installation.

2. Samples of all Topsoil, Sand, Compost and Planting Soil shall be submitted at the same time as the particle size and physical analysis of that material.
- C. For planting areas greater than 2500 square feet, provide soil testing for Imported Topsoil, Existing Topsoil, and existing site soil to be modified for Planting Soil and Planting Soil Mixes.
1. Topsoil, existing site soil and Planting Soil Mix testing: Submit soil test analysis report for each sample of Topsoil, existing site soil and Planting Soil from an approved soil-testing laboratory to show physical, biological and chemical soil conditions(Cornell Soil Health Test or equivalent) and where indicated in Part 2 of the specification as follows:
 - a. Submit Topsoil, Planting Soil, Compost, and Coarse Sand for testing at least 8 weeks before scheduled installation of Planting Soil Mixes. Submit Planting Soil Mix test no more than 2 weeks after the approval of the Topsoil, Compost and Sand. Do not submit Planting Soil Mixes to the testing laboratory for testing until all Topsoil, Compost and Sand have been approved.
 - b. If tests fail to meet the specifications, obtain other sources of material, retest and resubmit until accepted by the Owner's Representative.
 - c. All soil testing will be at the expense of the Contractor.
 2. Provide a particle size analysis (percentage dry weight) and USDA soil texture analysis. Soil testing of Planting Soil Mixes shall also include USDA gradation (percentage) of gravel, sand, silt and clay. Conduct an aggregate stability test.
 3. Provide the following other soil properties:
 - a. pH and buffer pH.
 - b. Percent organic content by oven dried weight.
 - c. Nutrient levels by parts per million including: phosphorus, potassium, magnesium, manganese, iron, zinc and calcium. Nutrient test shall include the testing laboratory recommendations for supplemental additions to the soil for optimum growth of the plantings specified.
 - d. Soluble salt by electrical conductivity of a 1:2 soil water sample measured in Milliohm per cm.

- e. Cation Exchange Capacity (CEC).

1.05 OBSERVATION OF THE WORK

- A. The Owner's Representative may observe the work at any time and may remove samples of materials for conformity to specifications. Rejected materials shall be immediately removed from the site and replaced at the Contractor's expense. The Contractor shall pay the cost of testing materials not meeting specifications.
 - 1. The Owner's Representative may utilize the Contractor's penetrometer and moisture meter at any time to check soil compaction and moisture.
- B. The Owner's Representative will be informed of the progress of the work so the work may be observed at the following key times in the construction process. Provide seven days' notice of the key activity dates listed. Failure of the Owner's Representative to make field observations shall not relieve the Contractor from meeting all the requirements of this specification.
 - 1. Existing Soil Condition: Prior to the start of any soil modification that will utilize or modify the existing soil.
 - 2. Excavation: Observe each area of excavation prior to the installation of any Planting Soil.
 - 3. Drain Line Installation: Upon completion of the installation of drain lines and prior to the installation of any Planting Soil.
 - 4. Completion of Soil Modifications: Upon completion of all soil modification and installation of planting soil.
 - 5. Completion of Fine Grading and Surface Soil Modification: Upon completion of all surface soil modifications and fine grading but prior to the installation of shrubs, ground covers, or lawns.

1.06 PRE-CONSTRUCTION CONFERENCE

- A. Schedule a pre-construction meeting specifically for the work of this Section with the Owner's Representative at least seven (7) days before beginning work to review any questions the Contractor may have regarding the work, administrative procedures during construction and integration scope into project work schedule.

1.07 QUALITY ASSURANCE

- A. Installer Qualifications: The installer shall be a firm having at least 5 years of experience of a scope similar to that required for the work, including the preparation, mixing and installation of soil mixes to support planting.
 - 1. The installer's crew shall be experienced in the installation of Planting Soil, plantings, and irrigation (where applicable) and interpretation of planting plans, soil installation plans, and irrigation plans (where applicable).
- B. Soil testing laboratory qualifications: Cornell Soil Health Testing Laboratory or an approved equal independent laboratory, with the experience and capability to conduct the testing indicated and that specializes in USDA agricultural soil testing, Planting Soil Mixes, and the types of tests to be performed. Geotechnical engineering testing labs without planting soil expertise shall not be used.
- C. Soil compaction testing: following installation or modification of soil, test soil compaction with a penetrometer.
 - 1. The following are threshold levels of compaction as determined by each method.
 - a. Acceptable Compaction: Good rooting anticipated, but increasing settlement expected as compaction is reduced and/or in soil with a high organic matter content.
 - 1.) Penetration Resistance Method – about 75-200 psi, below 75 psi soil becomes increasingly unstable and will settle excessively.
 - b. Root limiting Compaction: Root growth is limited with fewer, shorter and slower growing roots.
 - 1.) Penetration Resistance Method – about 200-300 psi.
 - c. Excessive Compaction: Roots not likely to grow but can penetrate soil when soil is above field capacity.
 - 1.) Penetration Resistance Method – Approximately above 300 psi
 - 2. Maintain at the site at all times a soil cone penetrometer with pressure dial and a soil moisture meter to check soil compaction and soil moisture.
 - 3. Prior to testing the soil with the penetrometer check the soil moisture and penetrometer readings in the mockup soils. Penetrometer readings are impacted by soil moisture and excessively wet or dry soils will read

significantly lower or higher than soils at optimum moisture.

1.08 SITE CONDITIONS

- A. Review and inspect all surface and subsurface conditions; notify the Owner's Representative, in writing, of any circumstances that would negatively impact the health of plantings. Do not proceed with work until unsatisfactory conditions have been corrected.

PART 2 – PRODUCTS

2.01 IMPORTED TOPSOIL

- A. Imported Topsoil definition: Fertile, friable soil containing less than 5% total volume of the combination of subsoil, refuse, roots larger than 1 inch diameter, heavy, sticky or stiff clay, stones larger than 2 inches in diameter, noxious weed seeds, sticks, brush, litter, or any substances deleterious to plant growth. The percent (percentage) of the above objects shall be controlled by source selection not by screening the soil. Topsoil shall be suitable for the germination of seeds and the support of vegetative growth. Imported Topsoil shall not contain weed seeds in quantities that cause noticeable weed infestations in the final planting beds. Imported Topsoil shall meet the following physical and chemical criteria:
 - 1. Soil texture: USDA loam, sandy clay loam or sandy loam with clay content between 15 and 25% and a combined clay/silt content of no more than 55%.
 - 2. pH value shall be between 5.5 and 8.0.
 - 3. Percent organic matter (OM): 3.0-5.0%, by dry weight.
 - 4. Soluble salt level: Less than 1.5 mmho/cm.
 - 5. Soil chemistry suitable for growing the plants specified.
- B. Imported Topsoil shall be a harvested soil from fields or development sites. The organic content and particle size distribution should be the result of natural soil formation. The Owner's Representative will review any process required to add organic materials to meet the specification.
- C. Imported Topsoil for Planting Soil shall NOT have been screened and shall retain soil peds or clods larger than 2 inches in diameter throughout the stockpile after harvesting.
- D. Stockpiled Existing Topsoil at the site meeting the above criteria may be acceptable.
- E. Provide a two gallon sample from each Imported Topsoil source with required soil testing results. The sample shall be a mixture of the random samples taken around the source stockpile or field. The soil sample shall be delivered with soil peds intact that represent the size and quantity of

expected peds in the final delivered soil.

2.02 COMPOST

- A. Compost for amending planting media shall be a stable, humus-like material produced from the aerobic decomposition and curing of organic biosolids residues. The compost shall be a dark brown to black color and be capable of supporting plant growth with appropriate management practices in conjunction with addition of fertilizer and other amendments as applicable, with no visible free water or dust, with no unpleasant odor, and meeting the following criteria as reported by laboratory tests.
1. The ratio of carbon to nitrogen shall be in the range of 10:1 to 25:1.
 2. Stability shall be assessed by either a CO₂ evolution test, a re-heating test, or the Solvita procedure. Protocols for each are specified by the coalition of Northeastern Governors Source Reduction Task Force (CONEG) in their 1966 report, "Model Procurement Specifications for Source Separated Compost." and the Solvita manual (version 3.5). For the CO₂ test, the compost respiration shall be no more than 6 mg CO₂-C/gBVS day. For re-heating using the Dewar self-heating test, the maximum heat rise shall be no greater than 9 degree C above room temperature (20 to 25 degrees C). For the Solvita test, the compost must achieve a maturity index of 6 or more. Woods End Research Laboratory, Mt. Vernon, Maine, or approved equal shall conduct stability tests.
 3. Pathogens/Metals/Vector Attraction reduction shall meet 40 CFR Part 503 rule, Table 3, page 9392, Vol. 58 No. 32.
 4. Organic Content shall be at least 40 percent (dry weight). One hundred percent of the material shall pass a 1.0-inch screen. Debris such as metal, glass, plastic, wood (other than residual chips), asphalt or masonry shall not be visible and shall not exceed one percent dry weight. Organic content shall be determined by weight loss on ignition for particles passing a number 10 sieve as follows. A 50-cc sub-sample of the screened and mixed compost is ground to pass the number 60 sieve. Two to three grams (0.001g) of ground sample, dried to a constant weight at 105 degrees C is placed into a muffle furnace. The temperature is slowly raised (SC/minute) to 450C and maintained for three hours. The sample is removed to an oven to equilibrate at 105C and the weight is taken. Organic matter is calculated as loss on ignition.
 5. pH: The pH shall be between 5.5 to 8.0 as determined from a 1:1 soil- distilled water suspension using a glass electrode

pH meter American Society of Agronomy *Methods of Soil Analysis*, Part 2, 1986.

6. Salinity: Electrical conductivity of a one to two soil to waterratio extract shall not exceed 4.0 mmhos/cm (dS/m) for use in blending.
7. The compost shall be screened to 1.0 inch maximum particle size and shall contain not more that 3 percent material finer than 0.002mm as determined by hydrometer test on ashed material.
8. Nutrient content shall be determined by the Cornell University Soil Testing Laboratory or equivalent laboratory and utilized to evaluate soil required amendments for the mixed soils. Chemical analysis shall be undertaken for Nitrate Nitrogen, Ammonium Nitrogen, Phosphorus, Potassium, Calcium, Aluminum, Magnesium, Iron, Manganese, Lead, Soluble Salts, Cation Exchange Capacity, soil reaction (pH), and buffer p

2.03 DRY SCREENED SAND

- A. Dry Screened Sand: Sand for amending loam shall be uniformly graded coarse sand consisting of clean, inert, rounded grains of quartz or other durable rock free from loam or clay, surface coatings, mica, and other deleterious materials with the following gradation for material passing a Number 10 Sieve for washed sieving.

U.S. Sieve Size No.	% Passing Minimum	% Passing Maximum
10	100	
18	85	90
35	40	60
60	12	18
140	0	5
270	0	3
0.002 mm	0	1

- B. pH shall be lower than 7.0.

2.04 FERTILIZER, LIME, AND OTHER AMENDMENTS

- A. As recommended by Cornell Soil Health Test.
- B. Lime: ASTM C 602, agricultural limestone containing a minimum 80 percent calcium carbonate equivalent and as follows:

1. Class: Class T, with a minimum 99 percent passing through No. 8 (2.36-mm) sieve and a minimum 75 percent passing through No. 60 (0.25-mm) sieve.
- C. Provide manufacturer's literature and material certification that the product meets the requirements.

2.05 EXISTING SOIL (Acceptable for planting with minimum modifications)

- A. General definition of existing soil: Surface soil in the areas designated on the soils plan as existing soil, that is not altered, compacted to root limiting density, graded or contaminated before or during the construction process and considered acceptable for planting and long term health of the plants specified either as it exists or with only minor modification.
1. Soil in the designated areas shall be suitable at the beginning of planting bed preparation work in that area. In the event that the work of this project construction has damaged the existing soil in areas designated for use as Planting Soil to the point where the soil is no longer suitable to support the plants specified, the Owner's Representative may require modification of the damaged soil up to and including removal and replacement with soil of equal quality to the soil that existed prior to construction. Examples of damage include further compaction, contamination, grading, creation of hardpan or drainage problems, and loss of the O, and or A horizon.
 2. Soil testing results and soil observation notes that describe the pre-construction soil conditions in the existing soil areas are included as an appendix to this specification:
- B. Protect existing soil from compaction, contamination, and degradation during the construction process.
- C. Unless otherwise instructed, remove all existing plants, root thatch, and non-soil debris from the surface of the soil using equipment that does not increase compaction of soil to root limiting levels.
- D. Modifications:
1. Remove existing turf thatch, ground cover plants and weeds.
 2. Provide pre-emergent weed control if indicated.
 3. Make chemical adjustment as recommended by the soil test.
 4. When results of soil tests recommend chemical adjustments, till surface soil to six inches or greater after chemical adjustments have been are applied.

2.06 MODIFIED EXISTING SOIL (SOIL SUITABLE FOR
PLANTING WITH INDICATED MODIFICATION)

- A. General definition: Surface soil in the areas designated on the soils plan as Modified Existing Soil has been altered and or graded before or during the construction process but is still considered acceptable for planting and long term health of the plants specified with the proposed modifications. Modifications respond to the soil problems expected or encountered.
1. Soil in the designated areas shall be suitable for the specified modification at the beginning of planting bed preparation work in that area. In the event that the work of this project construction has damaged the existing soil in areas designated for modification to the point where the soil is no longer suitable to support the plants specified with the specified modification, the Owner's Representative may require further modification of the damaged soil up to and including removal and replacement with soil of equal quality to the soil that would have resulted from the modification. Damage may include further compaction, contamination, grading, creation of hardpan or drainage problem, and loss of the O, and or A horizon.
 2. General requirements for all soil modifications:
 - a. Take soil samples, test for chemical properties, and make appropriate adjustments.
 - b. Unless otherwise instructed, remove all existing plants, root thatch, and non- soil debris from the surface of the soil using equipment that does not add to the compaction in the soil.
 - c. Complete all soil grading, tilling, and loosening at times when the soil moisture is below field capacity. Allow soil to drain for at least two days after any rain event more than 1 inch in 24 hours or long enough so that the soil does not make the hand muddy when squeezed.
 - d. Provide pre-emergent weed control after the soil work is complete and plants planted but prior to adding mulch to the surface, if indicated by weed type and degree of threat.
- B. Modified Existing Soil – soil removed, stockpiled, and spread
1. Description of condition to be modified: Existing soil that is suitable for reuse as Planting Soil but is in the wrong place or elevation, or cannot be adequately protected during construction. Soil is to be harvested, stockpiled and re-spread

with or without further modifications as indicated.

2. Modifications:

- a. Excavate existing soil from the areas and to depths designated on the drawings. Stockpile in zones noted on the drawings or in areas approved by the Cornell Project Manager.
- b. Excavate soil using equipment and methods to preserve the clumps and peds in the soil. Generally, this means using the largest piece of equipment that is practical for the project size and scope.
- c. Protect stockpiles from erosion by lightly compacting or tracking the soil surface, covering with breathable fabric or planting with annual grasses as appropriate for the season, location, and length of expected time of storage.
- d. Re-spread soil as required in Part 3 of this standard.

C. Modified Existing Soil – Compacted Surface Soil (Tilling Option)

1. Description of condition to be modified: Surface soil compaction to a maximum of 6 inches deep from traffic or light grading. Original A horizon may be previously removed or graded but lower profile intact with acceptable compaction levels and limited grading. The soil organic matter, pH and chemistry in the A horizon may not be suitable for the proposed plants and may need to be modified as required.
2. Modifications:
 - a. Decompact a minimum 6 inches of the soil surface, with a roto tiller, spade tiller, ripper, agricultural plow, or method approved by Owner's Representative. Spread 2 - 3 inches of Compost on the surface of the tilled soil and make any chemical adjustment as recommended by the soil test.
 - b. Till or disk the Compost into the loosened soil. Smooth out grades with a drag rake or drag slip.

D. Modified Existing Soil – Compacted Subsoil

1. Description of condition to be modified: Deep soil compaction the result of previous grading, filling and dynamic or static compaction forces. Original A horizon likely removed or buried. The soil organic matter, pH and chemistry in the A horizon is likely not suitable for the proposed plants and should be modified as required.

2. Soil Ripping (for lawn areas):
 - a. After critical root zone protection has occurred, grade and remove all plants and debris from the surface. Using a tracked dozer or similar large grading equipment, loosen the soil by dragging a ripping shank or chisel through the soil to depths of 24 inches with ripping shanks spaced 18 inches or less apart in two directions. The number of shanks per pull is dependent on the degree of soil compaction and the size of the dozer.
 3. Scoop and Dump (for planting beds):
 - a. After critical root zone protection has occurred, grade and remove all plants and debris from the surface. Spread 4 – 6 inches of Compost over the surface of the soil. Loosen the soil to depth of 18 - 24 inches, using a backhoe to dig into the soil through the Compost. Lift and then drop the loosened soil immediately back into the hole. The bucket then moves to the adjacent soil and repeats the process until the entire area indicated has been loosened.
 4. Following soil ripping or fracturing the average penetration resistance should be less than 200 psi to the depth of the ripping or fracturing.
- E. Modified existing soil for lawn areas – Low Organic Matter
1. Description of condition to be modified: Low soil organic matter and/or missing A horizon but soil is not compacted except for some minor surface compaction. The soil organic matter, pH and/or chemistry are likely not suitable for the proposed plants and should be modified as required.
 2. Modifications:
 - a. Spread 3 inches of Compost over the surface of the soil and make chemical adjustment as recommended by the soil test.
 - b. Till compost into the top 6 inches of the soil.
- F. Modified existing soil – soil within the root zone of existing established trees
1. Description of condition to be modified: Surface compaction near or above root limiting levels greater than 200 psi.

2. Modifications:

- a. Remove sod with a walk behind sod cutter.
- b. Use a pneumatic excavation tool such as an air spade or air knife to loosen the top 9 – 12 inches of the soil. Surface roots may move and separate from soil during this process but the bark on roots should not be broken.
- c. Make adjustment as recommended by the soil test and add 2 - 3 inches of Compost over the soil.
- d. Using the pneumatic air knife, mix the Compost into the top 6 – 8 inches of the loosened soil.
- e. Work in sections such that the entire process (including irrigation) can be completed in one day. Apply approximately one inch of water over the loosened soil at the completion of each day's work. Apply mulch or turf as indicated on the drawings on the same day.

2.07 PLANTING SOIL MIXES

- A. Standard planting soil mix is approximately a 1:1:1 ratio by volume of loam soil, sand and organic matter.
- B. Uniformly mix ingredients by windrowing/tilling on an approved hard surface area. Organic matter shall be maintained moist, not wet, during mixing. Amendments shall not be added unless approved to extent and quantity by the Owners Representative and additional tests have been conducted to verify type and quantity of amendment is acceptable. Percentages of components, unless otherwise noted, will be established upon completion of individual test results for components of the various mixes.
- C. After the Soil Scientist determines component percentages, each planting soil mix shall be tested for physical and chemical analysis.
- D. Topsoil shall be created from combinations of Subsoil mixed with varying amounts of organic amendment. All organic matter contents shall be determined on a dry weight basis.
 1. Sand: 70 -75% by weight.
 2. Organic Matter: 5-8% by weight.
 3. Silt and Clay: 20 - 40% by weight. Silt content must be less than 3 times the clay content

2.08 CU STRUCTURAL SOIL MIX

A. GENERAL

1. CU-Soil™ is a proprietary material patented by Cornell University (US Patent #5,849,069) and marketed under the registered trademark, CU-Structural Soil®. Only licensed companies are authorized to produce this material, meeting the specifications described in this text. For a list of licensed CU-Soil™ producers, call AMEREQ, INC. at 800-832-8788.

B. DELIVERY, STORAGE, AND HANDLING

1. Delivered CU-Structural Soil® shall be at or near optimum compaction moisture content as determined by AASHTO T 99 (ASTM D 698) and should not be placed in frozen, wet or muddy sites.

C. EXAMINATION OF CONDITIONS

1. All areas to receive CU-Structural Soil® shall be inspected by the installing contractor before starting work and all defects such as incorrect grading, compaction, and inadequate drainage shall be reported to the engineer prior to beginning this work.

D. QUALITY ASSURANCE

1. Qualifications of installing contractor: The work of this section should be performed by a contracting firm with a minimum of three years' experience.

E. INSTALLATION GUIDELINES

1. Underground Utilities and Subsurface Conditions
 - a. The installing contractor shall notify the Owner's Representative of any subsurface conditions which will affect the contractor's ability to install the CU-Soil™.
 - b. The installing contractor shall locate and confirm the

location of all underground utility lines and structures prior to the start of any excavation.

- c. The installing contractor shall repair any underground utilities or foundations damaged during the progress of this work.

2. Site Preparation

- a. Do not proceed with the installation of the CU-Structural Soil® material until all walls, curb footings and utility work in the area have been installed. For site elements dependent on CU-Structural Soil® for foundation support, postpone installation of such elements until immediately after the installation of CU-Structural Soil®.
- b. Install subsurface drain lines as shown on the plan drawings prior to installation of CU-Structural Soil® material.
- c. Excavate and compact the proposed subgrade to depths, slopes and widths as shown on the drawings. Maintain all required angles of repose of the adjacent materials as shown on the drawings. Do not over excavate compacted subgrades of adjacent pavement or structures.
- d. Confirm that the subgrade is at the proper elevation and compacted as required. Subgrade elevations shall slope parallel to the finished grade and/or toward the subsurface drain lines as shown on the drawings.
- e. Clear the excavation of all construction debris, trash, rubble and any foreign material. In the event that fuels, oils, concrete washout silts or other material harmful to plants have been spilled into the subgrade material, excavate the soil sufficiently to remove the harmful material. Fill any over excavation with approved fill and compact to the required subgrade compaction.
- f. Do not proceed with the installation of CU-Structural Soil® until all utility work in the area has been installed. All subsurface drainage systems shall be operational prior to installation of CU-Structural Soil®.
- g. Protect adjacent walls, walks and utilities from damage. Use

½" plywood and/or plastic sheeting as directed to cover existing concrete, metal and masonry work and other items as directed during the progress of the work.

- 1) Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.
- 2) Any damage to the paving or architectural work caused by the installing contractor shall be repaired, as directed by the engineer.
- 3). Maintain all silt and sediment control devices required by applicable regulations. Provide adequate methods to assure that trucks and other equipment do not track soil from the site onto adjacent property and the public right of way.

F. INSTALLATION OF CU-STRUCTURAL SOIL® MATERIAL

1. Install CU-Structural Soil® in 6 inch lifts and compact each lift.
2. Compact all materials to at least 95% Proctor Density from a standard compaction curve AASHTO T 99 (ASTM D 698). No compaction shall occur when moisture content exceeds maximum as listed herein. Delay compaction if moisture content exceeds maximum allowable and protect CU-Structural Soil® during delays in compaction with plastic or plywood as directed by the engineer.
3. Bring CU-Structural Soil® to finished grades as shown on the drawings. Immediately protect the CU-Structural Soil® from contamination by toxic materials, trash, debris, water containing cement, clay, silt or materials that will alter the particle size distribution of the mix with plastic or plywood as directed by the engineer.
4. Document that the delivered structural soil was produced by the approved CU- Soil™ licensee by providing weight tickets showing source of material.
5. Protect CU-Structural Soil® from exposure to excess water and from erosion at all times. Do not store CU-Soil™ unprotected. Do not allow excess water to enter site prior to compaction. If water is introduced into the CU-Soil™ after grading, allow water

to drain to optimum compaction moisture content.

G. FINE GRADING

1. After the initial placement and rough grading of the CU-Structural Soil® but prior to the start of fine grading, the installing contractor shall request review of the rough grading by the Owner's Representative. The installing contractor shall set sufficient grade stakes for checking the finished grades.
2. Adjust the finish grades to meet field conditions as directed. Provide smooth transitions between slopes of different gradients and direction. Fill all dips with CU-Soil™ and remove any bumps in the overall plane of the slope.
 - a. All fine grading shall be inspected and approved by the engineer prior to the installation of other items to be placed on the CU-Structural Soil®.
3. The Owner's Representative will inspect the work upon the request of the installing contractor. Request for inspection shall be received by the Owner's Representative at least 5 days before the anticipated date of inspection.

H. ACCEPTANCE STANDARDS

1. Provide notice to the Owner's Representative for inspection of the work at least 5 days before the anticipated date when the site will be ready for inspection.

I. CLEAN UP

1. Upon completion of the CU-Structural Soil® installation operations, clean areas within the contract limits. Remove all excess fills, soils and mix stockpiles and legally dispose of all waste materials, trash and debris. Remove all tools and equipment and provide a clean, clear site. Sweep, do not wash, all paving and other exposed surfaces of dirt and mud until the paving has been installed over the CU-Structural Soil® material. Do no washing until finished materials covering CU-Structural Soil® material are in place.

PART 3 – EXECUTION

3.01 SITE EXAMINATION

- A. Prior to installation of Planting Soil, examine site to confirm that existing conditions are satisfactory for the work of this section to proceed.
 - 1. Confirm that the subgrade is at the proper elevation and compacted as required. Subgrade elevations shall slope toward the under drain lines as shown on the drawings.
 - 2. Confirm that all surface areas to be filled with Planting Soil are free of construction debris, refuse, compressible or biodegradable materials, stones greater than 2 inches diameter, soil crusting films of silt or clay that reduces or stops drainage from the Planting Soil into the subsoil; and/or standing water. Remove unsuitable material from the site.
 - 3. Confirm that no adverse drainage conditions are present.
 - 4. Confirm that no conditions are present which are detrimental to plant growth.
 - 5. Confirm that utility work, if any, has been completed per the drawings.
 - 6. Confirm that irrigation work, if any, which is shown to be installed below prepared soil levels, has been completed.
- B. If unsatisfactory conditions are encountered, notify the Owner's Representative immediately to determine corrective action before proceeding.

3.02 COORDINATION WITH PROJET WORK

- A. Coordinate with all other work that may impact the completion of the work.
- B. Prior to the start of work, prepare a detailed schedule of the work for coordination with other trades.
- C. Coordinate the relocation of any irrigation lines, heads or the conduits of other utility lines that are in conflict with tree locations. Root balls shall not be altered to fit around lines. Notify the Owner's Representative of any conflicts encountered.

3.03 DELIVERY, STORAGE, AND HANDLING

- A. Weather: Do not mix, deliver, place or grade soils when frozen or with moisture above field capacity.
- B. Protect soil and soil stockpiles, including the stockpiles at the soil blender's yard, from wind, rain and washing that can erode soil or separate fines and coarse material, and contamination by chemicals, dust and debris that may be detrimental to plants or soil drainage. Cover stockpiles with plastic sheeting or fabric at the end of each workday.
- C. All manufactured packaged products and material shall be delivered to the site in unopened containers and stored in a dry enclosed space suitable for the material and meeting all environmental regulations.
- D. Deliver all chemical amendments in original, unopened containers with original labels intact and legible, which state the guaranteed chemical analysis. Store all chemicals in a weather protected enclosure.
- E. Bulk material: Coordinate delivery and storage with Owner's Representative and confine materials to neat piles in areas acceptable to Owner's Representative.

3.04 GRADE AND ELEVATION CONTROL

- A. Provide grade and elevation control during installation of Planting Soil. Utilize grade stakes, surveying equipment, and other means and methods to assure that grades and contours conform to the grades indicated on the plans.

3.05 SITE PREPARATION

- A. Excavate to the proposed subgrade. Maintain all required angles of repose of the adjacent materials as shown on the drawings or as required by this standard. Do not over excavate compacted subgrades of adjacent pavement or structures. Maintain a supporting 1:1 side slope of compacted subgrade material along the edges of all paving and structures where the bottom of the paving or structure is above the bottom elevation of the excavated planting area.
- B. Remove all construction debris and material including any construction materials from the subgrade.
- C. Confirm that the subgrade is at the proper elevation and compacted as required. Subgrade elevations shall slope approximately parallel to the finished grade and/or toward the subsurface drain lines as shown on the drawings.
- D. In areas where Planting Soil is to be spread, confirm the subgrade has been

scarified.

- E. Protect adjacent walls, walks and utilities from damage or staining by the soil. Use 1/2 inch plywood and or plastic sheeting as directed to cover existing concrete, metal and masonry work and other items as directed during the progress of the work.
 - 1. At the end of each working day, clean up any soil spilled on any paved surface.
 - 2. Any damage to the paving or site features or work shall be repaired at the Contractor's expense.

3.06 PLANTING SOIL AND PLANTING SOIL MIX INSTALLATION

- A. Prior to installing any Planting Soil from stockpiles or Planting Soil Mixes blended off site, the Owner's Representative will approve the condition of the subgrade.
- B. All equipment utilized to install or grade Planting Soils shall be wide track or balloon tire machines rated with a ground pressure of 4 psi or less. All grading and soil delivery equipment shall have buckets equipped with 6 inch long teeth to scarify any soil that becomes compacted.
- C. In areas of soil installation above existing subsoil, scarify the subgrade material prior to installing Planting Soil. Install a minimum 6" of planting soil for turf and 18" for planting beds.
 - 1. Scarify the subsoil of the subgrade to a minimum depth of 6 inches with the teeth of the backhoe or loader bucket, tiller or other suitable device.
 - 2. Immediately install the Planting Soil. Protect the loosened area from traffic. DO NOT allow the loosened subgrade to become compacted.
 - 3. In the event that the loosened area becomes overly compacted, loosen the area again prior to installing the Planting Soil.
- D. Install the Planting Soil in a maximum of 12 inch lifts to the required depths. Apply compacting forces to each lift as required to attain the required compaction.
- E. Installed Planting Soil Mix and the re-spread existing soil shall have a soil density through the required depth of the installed layers of soil, such that the penetrometer reads approximately 75 to 150 psi for the same moisture content, assuming the soil is moist and not overly saturated.

- F. Phase work such that equipment to deliver or grade soil does not have to operate over previously installed Planting Soil. Work in rows of lifts the width of the extension of the bucket on the loader. Install all lifts in one row before proceeding to the next. Work from the furthest part of each bed from the soil delivery point to the edge of the each bed area.
- G. Existing soil that is modified by tilling, ripping or fracturing shall have a density to the depth of the modification, after completion of loosening, such that the penetrometer reads approximately 75 to 150 psi at soil moisture approximately the mid-point between wilting point and field capacity. Test with penetrometer every 6' across the installation area.

3.07 OVER-COMPACTION REDUCTION

- A. Any soil that becomes compacted to a density greater than the specified density shall be dug up and reinstalled. This requirement includes compaction caused by other sub- contractors after the Planting Soil is installed and approved.
- B. Surface rototilling shall not be considered adequate to reduce over compaction at levels 6 inches or greater below finished grade.

3.08 FINE GRADING

- A. The Owner's Representative will approve all rough grading prior to the installation of Compost, fine grading, planting, and mulching.
- B. Grade the finish surface of all planted areas to meet the grades shown on the drawings, allowing for settling.
- C. Utilize hand equipment, small garden tractors with rakes, or small garden tractors with buckets with teeth for fine grading to keep surface rough without further

compaction. Do not use the flat bottom of a loader bucket to fine grade, as it will cause the finished grade to become overly smooth and or slightly compressed.
- D. Provide for positive drainage from all areas toward the existing inlets, drainage structures and or the edges of planting beds. Adjust grades as directed to reflect actual constructed field conditions of paving, wall and inlet elevations. Notify the Owner's Representative in the event that conditions make it impossible to achieve positive drainage.
- E. Provide smooth, rounded transitions between slopes of different gradients and direction. Modify the grade so that the finish grade -- before adding mulch and after the soil has settled -- is one or two inches below all paving surfaces or as directed by the drawings.

3.09 CLEAN-UP

- A. During installation, keep the site free of trash, pavements reasonably clean and work area in an orderly condition at the end of each day. Remove trash and debris in containers from the site no less than once a week. No debris is to be buried on-site.
 - 1. Immediately clean up any spilled or tracked soil, fuel, oil, trash or debris deposited by the Contractor from all surfaces within the project or on public right of ways and neighboring property.
 - 2. Equipment and vehicles shall not be washed on-site.
- B. Once installation is complete, wash all soil from pavements and other structures. Ensure that mulch is confined to planting beds and that all tags and flagging tape are removed from the site. The Owner's Representative seals are to remain on the trees and removed at the end of the warranty period.
 - 1. Make all repairs to grades, ruts, and damage to the work or other work at the site. Other work to include compaction relief.
 - 2. Remove and dispose of all excess Planting Soil, subsoil, mulch, plants, packaging, and other material brought to the site by the Contractor.

3.10 PLANTING SOIL AND MODIFIED EXISTING SOIL PROTECTION

- A. Protect installed and/or modified Planting Soil from damage including contamination and over compaction due to other soil installation, planting operations, and operations by other Contractors or trespassers. Maintain protection during installation until acceptance. Utilize fencing and matting as required or directed to protect the finished soil work. Treat, repair or replace damaged Planting Soil immediately.
- B. Loosen compacted Planting Soil and replace Planting Soil that has become contaminated as determined by the Owner's Representative. Planting Soil shall be loosened or replaced at no expense to the Owner.
 - 1. Till and restore grades to all soil that has been driven over or compacted during the installation of plants.
 - 2. Where modified existing soil has become contaminated and needs replacement, provide imported soil that is of similar composition, depth and density as the removed soil.

3.11 PROTECTION DURING CONSTRUCTION

- A. Protect planting and related work and other site work from damage due to planting operations, operations by other Contractors or trespassers.
- B. Conform to all Contract provisions for Plant and Root Protection
 - 1. Maintain protection during installation until the date of plant acceptance (see Cornell Design Standard 329300 – Planting). Treat, repair or replace damaged work immediately.
 - 2. Provide temporary erosion control as needed to stop soil erosion until the site is stabilized with mulch, plantings or turf.
- C. Damage done by the Contractor or any of their sub-contractors to existing or installed plants, or any other parts of the work or existing features to remain including those on adjacent property, shall be cleaned, repaired or replaced by the Contractor at no expense to the Owner. The Owner's Representative will determine when such cleaning, replacement or repair is satisfactory. A certified arborist shall assess damage to existing trees.

3.12 FINAL ACCEPTANCE/SOIL SETTLEMENT

- A. At the end of the plant warranty and maintenance period, the Owner's Representative will observe the soil installation work and establish that all provisions of the contract are complete and the work is satisfactory.
 - 1. Restore any soil settlement and or eroded areas to the grades shown on the drawings. When restoring soil grades, remove plants and mulch and add soil before restoring the planting. Do not add soil over the root balls of plants or on top of mulch.
- B. If the work fails to pass final acceptance, repeat process above.

END OF SECTION 329110

SECTION 329310 – PLANTS

PART 1 - GENERAL

1.01 SUMMARY

- A. General: Provide Plants in accordance with requirements of the Contract Documents.
 - 1. Plants within the context of this specification shall encompass trees, shrubs, groundcovers, vines, ornamental grasses, perennials, bulbs, and tree stabilization and rootball preparation.
 - 2. Work within this Section includes all labor, materials, equipment and services necessary to complete the planting as shown on the drawings and/or specified herein, including but not limited to the following:
 - a. Trees (including B&B and containerized trees)
 - b. Shrubs
 - c. Perennials
 - d. Vines
 - e. Plug Planting
 - f. Staking and stabilization
 - g. The plant material (source, purchase, and delivery) installation, warranty, replacement, and quantities indicated on the Plant List and their locations are shown on all Planting Plans in this Contract.
 - h. Submittals showing layout methodology, calendar schedule and installation Work Plans for this Contract work. See Submittal section below.
 - i. Application of liquid Biological Amendments.
 - j. Mulch layout and installation.
 - k. Submittals with bid and throughout project indicating plant sources and approach to plant procurement.
- B. Completely coordinate with work of other trades.
 - 1. Related Requirements:
 - a. Section 312000 – Earth Moving
 - b. Section 329110 - Soil Preparation
 - c. Section 329200 - Turfs and Grasses

1.02 DEFINITIONS

- A. Backfill: The earth used to replace or the act of replacing earth in an excavation.

- B. Balled and Burlapped Stock: Plants dug with firm, natural balls of earth in which they were grown, with a ball size not less than sizes indicated diameter and depth recommended by ANSI Z60.1 for type and size of plant required; wrapped with burlap, tied, rigidly supported, and drum laced with twine with the root flare visible at the surface of the ball as recommended by ANSI Z60.1.
- C. Balled and Potted Stock: Plants dug with firm, natural balls of earth in which they are grown and placed unbroken in a container. Ball size is not less than diameter and depth recommended by ANSI Z60.1 for type and size of plant required.
- D. Biological Soil Amendment: (Compost Tea) non-toxic, brewed, water extract of compost produced containing live microorganisms (Bacteria, fungi, protozoa, nematodes) beneficial for plant growth. A source of inoculum for blended soils as they are being installed as well as for plants. Produced by planting local plant material into mature compost which is allowed to grow. See Section 329110 "Soil Preparation".
- E. Caliper: Diameter of a trunk as measured by a diameter tape at a height of 6 inches above the root flare for trees up to and including 4-inch size at this height; and as measured at a height of 12 inches above the root flare for trees larger than 4-inch size. For the purpose of this project specified caliper shall be attained at the time of digging. Plants tagged with less than a growing season between tagging and digging shall be tagged at the specified caliper range.
- F. Container-Grown Stock: Healthy, vigorous, well-rooted plants grown in a container, with a well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of plant required.
- G. Plug Plantings: A continuous sheet with plug cells that are non-detachable and complies with ANSI Z60.1.
- H. Finish Grade: Elevation of finished surface of planting soil.
- I. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant. Some sources classify herbicides separately from pesticides.
- J. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, voles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- K. Planting Area/Planting Bed: Areas to be planted.

- L. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments, and perhaps fertilizers, to produce a soil mixture best for plant growth. See Section 329110 "Soil Preparation" for drawing designations for planting soils.
- M. Plant; Plants; Plant Material: These terms refer to vegetation in general, including trees, shrubs, vines, ground covers, ornamental grasses, bulbs, corms, tubers, or herbaceous vegetation.
- N. Root-Ball Depth: Measured from bottom of trunk flare to the bottom of the rootball.
- O. Root-Ball Width: Measured horizontally across the rootball with an approximately circular form or the least dimension for non-round rootballs, not necessarily centered on the tree trunk but within tolerance according to ANSI Z60.1.
- P. Root Flare: Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk.
- Q. Stem Girdling Roots: Roots that encircle the stems (trunks) of trees below the soil surface.
- R. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.
- S. Weeds: Any plant life not specified or scheduled in planting plans for this Contract work.

1.03 COORDINATION

- A. Coordination with Slope Stabilization (Erosion Control Fabric and Coir Logs): Plant trees, shrubs, and other plants after finish grades are established and Slope Stabilization is in place. See 329110 "Soil Preparation" for installation sequencing. Seeding to be installed prior to installation of Slope Stabilization.
- B. Coordination with irrigation as required in Section 328000 "Landscape Irrigation".

1.04 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site. Prior to commencement of any landscape planting and soil work of this Section, arrange a conference at the site of this Project with the Architect and Owner. Notice of at least seven (7) days shall be given prior to the conference.

1. Conference attendance will include the Contractor, the supervisor/foreman appointed to oversee the work of this Section; the supervisor/foreman responsible for soil preparation, mixes, and placement (As specified in Section 329110 Soil Preparation); and other persons as deemed appropriate for coordination of work and quality control.

1.05 ACTION SUBMITTALS

A. Product Data:

1. Plant Materials: Include quantities, sizes, quality, and sources for plant materials.
 - a. Include in plant list the botanical and common names, size, quantity, form, root ball, limb height (if applicable), and other requested data and source locations for all plant material.
 - b. Include names, addresses and phone numbers of each nursery source associated with each plant item.
 - c. Plants lists shall clearly identify deviations from specified plants and any approved substitutions. Where deviations or other changes occur in plant list, identify both the original specified plant item and the new plant item.
 - d. Plants listed with submittal shall be available at the nursery for inspection and selection as specified in Part 1 "Plant Sourcing, Selection and Inspection" herein. Contractor shall evaluate and verify at proposed nursery source that plant material conforms to the requirements of the Contract Documents prior to scheduling Architects inspection and selection / tagging trip.
2. Maintain and re-submit updated Plant List and Source Identification as deviations or other changes occur until Substantial Completion. Submit as a Record Document at completion of Contract work.
3. Submit technical descriptive data for each manufactured or packaged product of this Section including fertilizers, mulch, soil amendments, tree staking materials and plant treatment as applicable. Include manufacturer's product testing and certified analysis and installation instructions for manufactured or processed items and materials. Include guaranteed analysis and weight of pre-packaged material as specified for certification of material not pre-packaged.

B. Samples for Verification: For each of the following:

1. Organic Mulch: 1-pound volume of each organic mulch required; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch. Each Sample shall be typical of the lot of material to be furnished; provide an accurate representation of color, texture, and organic makeup.

2. Tree staking material
 - a. Polypropylene material: 12" length.
3. Edging Materials and Accessories: Manufacturer's standard size, to verify color selected.

1.06 INFORMATION SUBMITTALS

- A. Qualification Data: For landscape Installer. Include list of similar projects completed by Installer demonstrating Installer's capabilities and experience. Include project names, addresses, and year completed, and include names and addresses of owners' contact persons.
- B. Product Certificates: For each type of manufactured product, from manufacturer, and complying with the following:
 1. Manufacturer's certified analysis of standard products.
 2. Analysis of other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.
- C. Schedule: Upon being awarded the Contract, the Contractor shall submit a detailed schedule of landscape activities including but not limited to the following:
 1. Date for landscape Kickoff Meeting / Preinstallation Conference – this shall happen at the earliest possible time.
 2. Dates for Landscaping Submittals
 3. Dates for Plant Tagging and Procurement
 4. Dates for detailed landscape operations including soil deliveries, soil placement and plant installations itemized by each exterior plant type.
- D. Pesticides and Herbicides: Product label and manufacturer's application instructions specific to Project.

1.07 CLOSEOUT SUBMITTALS

- A. Maintenance Data: Recommended procedures to be established by Owner for maintenance of plants during a calendar year. Submit before expiration of required maintenance periods.

1.08 QUALITY ASSURANCE

A. Qualifications:

1. Nursery / Plant Supplier Qualification: Plant Nurseries shall have a nursery facility as an integral part of operation where the majority of plants can be grown and reviewed, shall be reputable, and shall have been in continual operation with a minimum of 7 years of experience as plant grower. Nursery shall be capable of the following as a minimum:
 - a. Supplying plant material conforming to the quality standards, visual characteristics, sizes, species cultivars, and quantities indicated by Contract Documents.
 - b. Conformance to cultural practices and maintenance procedures suitable for healthy plant material.
2. Plant Installer Qualifications: Engage an experienced landscape installer, with a minimum of 5 years of experience, whose has completed plant installation work similar in material, design, and extent to that indicated for this project with a record of successful landscape establishment.
 - a. Installer's Field Supervisor(s) for Installation and Maintenance shall be an English-speaking supervisor(s) experienced in tree, shrub, groundcover and plant installation and maintenance.
 - b. Provide names of projects, project locations, client contact names, and phone numbers for a minimum of five (5) projects of similar size and scope, for review by Landscape Architect.
 - c. Supervisor(s) shall be maintained full-time on Project site when installation or maintenance is in progress.
 - d. Perform installation work with personnel totally familiar with preparations and exterior plant installation under supervision of an experienced landscape Foreman / Field Supervisor.
 - e. Provide adequate numbers and types of accessible personnel to meet the scheduling requirements of the exterior plant installation
3. Biological Amendment Installer Qualifications: Engage an experienced installer who has completed amendment work similar in scale, material, design and extent to that indicated for this project. Installer shall comply with all necessary safety procedures throughout applications.
4. Soil –Testing Laboratory Qualifications: As indicated in Specification section 329110 "Soil Preparation"
 - a. The contractor shall pay for all testing under this Section.

B. Provide quality, size, genus, species, and variety of plants indicated, complying with applicable requirements in ANSI Z60.1.

C. Measurements: Measure according to ANSI Z60.1. Do not prune to obtain required sizes.

1. Trees and Shrubs: Measure with branches and trunks or canes in their normal position. Take height measurements from or near the top of the root flare for field-grown stock and container-grown stock. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip to tip. Take caliper measurements 6 inches above the root flare for trees up to 4-inch caliper size, and 12 inches above the root flare for larger sizes.
2. Other Plants: Measure with stems, petioles, and foliage in their normal position.

1.09 PLANT SOURCING, SELECTION, AND INSPECTIONS

A. General:

1. Contractor shall locate plant material source(s), confirm availability of each plant type in compliance with Contract Documents, and shall submit, as specified, a complete list of all plant material for Project with nursery source identification for each plant. All materials of one species shall be obtained from a single source.
2. Landscape Architect, after review of submitted Plant List and Source Identification, will inspect plant materials at place of growth from identified nursery stock and at site before planting for compliance with requirements of genus, species, variety, size, quality, and other characteristics and for the purpose of plant selection.
 - a. For the purpose of plant material selection by Landscape Architect and Owner, the terms “inspect” and “inspection” are to be construed as an evaluation, consideration, judgment, and review for acceptability at time of observation.
3. In addition to inspection at place of growth, Landscape Architect and Owner retain the right to inspect plant materials for size, condition of balls and root systems, insects, injuries and latent defects and to reject unsatisfactory or defective material at any time during progress of the work, even if previously inspected and approved.
4. Plant material not selected and tagged or otherwise reviewed as unacceptable shall not be delivered to Project. Plant material subsequently rejected after delivery shall be removed immediately from Project site and replaced at no additional cost to the Owner.

B. Sourcing:

1. Source all plant material from nurseries that grow material within 400 miles of Buffalo, NY.
2. All trees and shrubs shall be nursery grown for inspection and tagging in

their growing locations.

3. Groundcovers shall be available for inspection at a single location prior to delivery to site.
4. Pre-dug plants shall not be acceptable unless they are indicated and accepted as container grown plants in the plant list.
5. A nursery source may be rejected by Landscape Architect if it is determined before, during, or after inspection and/or receipt of the plants that the nursery source does not meet any of the following:
 - a. The quality standards set forth by Contract Documents are not met by the nursery for nursery plant stock.
 - b. Nursery or nursery plant stock exhibits an infestation with pest or disease.
 - c. The intended visual characteristics of the plants are not met by the nursery stock.
 - d. Nursery cannot supply the specified plants in sizes, species cultivar and/or quantities indicated by Contract Documents.
 - e. The nursery does not follow cultural practices or maintenance procedures suitable for healthy plant material.

C. Contractor's Preparation for Plant Selection

1. Make all pre-selection arrangements with and at nursery supply source(s) to insure a ready supply of materials, equipment, and manpower required for an efficient selection and tagging procedure.
2. Request visit of Landscape Architect, together with Construction Manager and Owner as applicable at least (14) days in advance of the Contractor's desired inspection date for each type of plant material
3. Arrange for Landscape Architect's travel for each inspection / tagging trip.
4. As directed by Owner, plant Installer's Supervisor and nursery representative shall be present for plant inspection and tagging at the nursery source and at applicable times on-site.

D. Plant Material Inspection and Selection at Nursery

1. Landscape Architect will inspect plant material and make selection prior to digging at place of growth for compliance with genus, species, variety, size and quality.
 - a. All trees will be inspected and selected at the nursery sources by Landscape Architect for conformity to the specification requirements.
 - b. The Landscape Architect may only require inspection of

- representative samples of each species of shrub, groundcover, vine, perennial and annual, at their discretion.
- c. Nursery shall certify, in writing, that all trees tagged are disease and pest free.
- 2. Selected plants shall be tagged in the nursery as directed by Landscape Architect. Seals shall be placed by Architect on selected plants and not removed until the end of the Guarantee / Warranty period.
 - 3. Inspection and selection by Landscape Architect shall not affect the right of inspection and rejection during delivery or during and after installation.
 - 4. Photographs: Furnish photographs of the plant material at the Landscape Architect's option or request.
 - a. Photographs (digital) shall be taken at the nursery source. A scale figure or measuring device to indicate size shall be in each photograph.
 - 1) Tree photographs shall include images of the entire plant and detail photographs showing the following: base of the tree, leaves, branching structure, form and habit.
 - 2) Shrub photographs shall include images of the entire plant, and detail photographs showing the following: base of the plant, leaves, branching, structure, form and habit, rootball (for balled and burlap material), and /or roots (for potted material).
 - b. Each photograph taken shall be labeled with the botanical and common names, nursery name, location and date.
 - c. Furnish Landscape Architect digital copies, minimum of all photographs within 5 days of Landscape Architect's request.

1.10 DELIVERY, STORAGE, AND HANDLING

- A. Notify Landscape Architect seven days in advance of delivery of any plant materials to site.
- B. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws if applicable.
- C. Bulk Materials:
 - 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
 - 2. Provide erosion-control measures to prevent erosion or displacement of

bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.

3. Accompany each delivery of bulk materials with appropriate certificates.
- D. Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.
- E. Handle planting stock by root ball.
- F. Store bulbs, corms, and tubers in a dry place at 60 to 65 degrees Fahrenheit until planting.
- G. Apply antidesiccant to trees and shrubs using power spray to provide an adequate film over trunks (before wrapping), branches, stems, twigs, and foliage to protect during digging, handling, and transportation.
 1. If deciduous trees or shrubs are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.
- H. Wrap trees and shrubs with burlap fabric over trunks, branches, stems, twigs, and foliage to protect from wind and other damage during digging, handling, and transportation.
- I. Deliver plants after preparations for planting have been completed, and install immediately. If planting is delayed more than six hours after delivery, set plants and trees in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.
 1. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
 2. Do not remove container-grown stock from containers before time of planting.
 3. Water root systems of plants stored on-site deeply and thoroughly with a fine-mist spray. Water as often as necessary to maintain root systems in a moist, but not overly wet condition.

1.11 FIELD CONDITIONS

- A. Field Measurements: Verify actual grade elevations, service and utility locations, irrigation system components, and dimensions of plantings and construction contiguous with new plantings by field measurements before proceeding with planting work.

B. Existing Conditions:

1. Existing Trees to Remain: Determine locations of existing trees to remain and protected areas extending to their existing drip lines. Exercise care when planting around existing trees and tree protection areas so as to not damage or compact existing roots.
 - a. Work below the drip line of existing trees shall be by hand, including excavation, back filling, on-site soil and amendment blending and moving of plant materials.
2. Utilities: Determine location of existing and proposed above grade and underground utilities and perform work in a manner that will avoid damage. Hand excavate, as required at no additional cost to the Owner.
3. Should the Contractor, in the course of Work, find any discrepancies between Contract Drawings and physical conditions, it will be Contractor's duty to inform the Landscape Architect immediately in writing for clarification. Work done after such discovery, unless authorized by the Landscape Architect, shall be done at the Contractor's risk.

C. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.

1. Spring Planting:
 - a. Deciduous trees and shrubs: March 15 to May 1
 - b. Evergreen trees and shrubs: March 30 to May 15
 - c. Groundcover, Perennial, Vine: April 15 to May 30
 - d. Ornamental Grasses: April 15 to May 30
 - e. Bulbs: Do not plant in the Spring
2. Fall Planting:
 - a. Deciduous trees and shrubs: Oct 15 to Nov 30
 - b. Evergreen trees and shrubs: Sept 1 to Oct 15
 - c. Groundcover, Perennial, Vine: Sept 1 to Oct 15
 - d. Ornamental Grasses: Sept 1 to Oct 15
 - e. Bulbs: Sept 1 to Nov 30
3. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions and warranty requirements.
4. The following species are fall planting hazards and shall be dug and

planted in the Spring only. Digging or planting at times other than spring season shall be done at Contractor's risk, and shall not relieve Contractor of the obligation of Warranty/Guarantee obligations. If the Contractor elects to plant trees on this list in the fall without having arranged for a spring-dug tree, the Warranty Period shall be extended from two (2) years to three (3) years with the same replacement warranty as spring planted trees (see Section 1.13).

a. Trees:

- 1) Betula
- 2) Carpinus
- 3) Celtis
- 4) Cercis
- 5) Cercidiphyllum
- 6) Crataegus
- 7) Fagus
- 8) Halesia
- 9) Ilex (Evergreen)
- 10) Koelreuteria
- 11) Liquidamber
- 12) Liriodendron
- 13) Malus
- 14) Nyssa
- 15) Ostrya
- 16) Prunus
- 17) Pyrus
- 18) Quercus —except Q. palustris
- 19) Salix
- 20) Sorbus
- 21) Styrax
- 22) Tilia tomentosa
- 23) Ulmus parviflora
- 24) Zelkova

1.12 COORDINATION AND SEQUENCING

- A. Adjust, relate, arrange together, and otherwise coordinate work of this Section with work of Project and all other Sections of Contract Specifications. Coordinate work with and between availability of approved topsoil analysis, soil amendment recommendations for each area, and preparation of planting beds, tree pits, tree transplants, and lawn areas. All planting project timelines to be coordinated with earthwork and soil sequencing and settlement.
- B. Plant installations on site shall not begin until all other site constructions are complete and the possibility of damage to planting caused by other site operations does not exist, unless alternate sequence is specified and approved. In addition, no planting shall commence until all plant, topsoil, amendment, supplement,

erosion control and accessory materials have been submitted and approved for use.

- C. Comply with seasonal planting schedule specified herein and the following:
 - 1. On slopes shallower than 3:1, trees shall be delivered and planted at Project site prior to delivery and planting of shrubs, ground covers, and plants.
 - 2. On slopes greater than 3:1, trees shall be delivered and planted at Project site prior to delivery and installation of seed. Erosion Control Fabric shall not be installed until after tree planting and seed installation is complete. Shrubs and plants to be delivered and installed after Erosion Control Fabric and Coir Logs are installed. Sequence of planting installation and soil stabilization per approved work plan.
 - 3. Shrubs shall be delivered and planted prior to delivery and planting of perennials unless otherwise approved by Landscape Architect.
 - 4. Install plants after coordinating with installation of underground irrigation system piping and watering heads and biological amendment installation.
- D. Coordination with Turf: Plant trees and shrubs after finish grades are established and before planting lawns, unless otherwise acceptable to Landscape Architect.
 - 1. When planting trees and shrubs after turf, protect turf areas and promptly repair damage caused by planting operations.
- E. Sequence planting and planting soil installation so as to not drive or operate any mechanical equipment over any installed topsoil material. Planting soil material that has been driven over shall be removed from the site and legally disposed of at the Contractor's expense.
- F. Watering: The Contractor shall be responsible for the coordination of the planting and site water availability whether or not an irrigation system is part of Work. Water, if not available at the time of planting, shall be furnished by the Contractor. All water, water tank trucks, spray heads, hoses and other equipment required for watering shall be suitable for irrigation and furnished by the Contractor as needed at no additional cost to Owner. Watering shall meet frequency equal to the automatic irrigation system in this contract.

1.13 WARRANTY

- A. Inspection for Beginning the Two Year Warranty
 - 1. Inspection of the work to determine its acceptance for beginning of the warranty period will be made by the Landscape Architect upon request for such inspection submitted by the Contractor at least ten days prior to the anticipated date. All planting must be staked, mulched, irrigated, alive

and healthy to be accepted. Any plant material that has more than 25 percent dieback shall be replaced.

2. Inspections of the work by the landscape architect will occur no later than November 30th and no earlier than full leaf out of all plants in the spring. At the time the inspection occurs all plant material must be staked, installed, and healthy.
3. For a fall warranty review the contractor is responsible for requesting in writing an inspection of the work no later than November 20th. Request for inspections made after November 20th will be conducted in the spring after full leaf out. The warranty period will not begin until the inspection is completed and discrepancies and deficiencies are corrected to the satisfaction of the Landscape Architect.
4. At the time of warranty inspection any previously seeded or sodded areas damaged during the installation of replacement material shall be repaired by contractor. Areas where seed or sod cannot be established due to growing conditions shall be properly stabilized to prevent erosion.
5. After inspection, the Contractor will be notified by the Landscape Architect of the date of the beginning of the warranty period, or if any deficiencies, of the requirements for beginning the warranty period.
6. At the Owners discretion, the Contractor may be allowed to submit a phased plan for acceptance to begin the Guarantee Period(s). Such request must be made in writing and submitted with a plan of proposed phased acceptance areas and dates. The Owner reserves the right to reject any plans for a phased warranty period.

B. Warranty and Replacements

1. During the two year warranty period, and at no additional cost, the Contractor shall replace all plants and trees on plant list that are dead or that are, in the opinion of the Landscape Architect, in unhealthy or unsightly condition or that have lost their natural shape due to dead branches, excessive pruning or inadequate or improper maintenance by the Contractor. However in areas of slopes over 3:1 Contractor's responsibility is amended as follows:
 - a. During the warranty period the planting will be reviewed for replacement in the spring and again in the fall by the Landscape Architect.
 - b. Plant material that is dead shall be replaced in the current specified planting period, unless it is a fall dig hazard and cannot be obtained in the current specified planting period. If dead plants are identified outside of a specified planting period, then they shall be replaced immediately at the beginning of the next planting period.

- c. Contractor shall make all arrangements to locate, source, and procure replacement materials in a timely manner to ensure that replacement plants are installed in the current planting period.
 - d. The Owner's representative shall have the right to inspect all plant material, and tag all trees (in the ground at the nursery) prior to delivery to the site. Replacement material shall be inspected again upon delivery to the site by the Owner's representative for conformance with this specification.
 - e. Throughout the warranty period the contractor shall remove all dead plant material within 10 business days' written notice from the Owner. Dead plant material shall be replaced immediately when the contractor is notified within a specified planting period, or if the contractor is notified outside of a planting window, then the contractor shall remove dead plant material, backfill the hole to match adjacent grade, stabilize the soil surface, and replant immediately at the beginning of the next planting period, even if this period is after the one-year warranty.
 - f. Replacement planting shall ensure that there are no areas greater than sixteen (16) Square Feet that are without healthy shrubs. Measure shall be taken from shrub trunks (not leaf spread). In such areas replace shrubs at original quantity and spacing.
 - g. Contractor may recommend (in writing) alternate shrub species of same size for such replacement plants. Proposed must be acceptable to Landscape Architect and meet original design intent. Replacements shall utilize or compliment original planting bed species.
 - h. All trees which are unacceptable or dead must be replaced. Contractor may recommend (in writing) alternate tree species of same size for such replacement plants and/or adjusted location(s) for replacement trees. Proposal must be acceptable to Landscape Architect and meet original design intent.
- 2. Replacement of planting shall be in accordance with the original specifications and its costs considered to be included in the bid price.
 - 3. In general, the Contractor shall not be held responsible for acts of vandalism occurring after the beginning of the warranty period, nor shall the Contractor be held responsible for deleterious effects caused by maintenance procedures performed by the Owner without the concurrence of the Contractor. However, the Contractor shall notify the Owner no later than two weeks after an accident or vandalism has destroyed, killed or rendered unsuitable any of the plant material.
 - 4. The Contractor will not be held responsible for replacement of the plant material if damaged by vandalism or an accident providing the Owner is notified, in writing, within two weeks after the occurrence. If no notification is given to the Owner within two weeks after the occurrence

of damage, the Contractor shall replace the plants at his own cost. Any accidents, damage, or vandalism caused by the Contractor shall at all times be the responsibility of the Contractor.

5. Vandalism and accidents occurring before the acceptance of the planting and the beginning of the maintenance and warranty period, shall be replaced to the satisfaction of the Owner at the Contractor's expense as provided in the specifications.

PART 2 - PRODUCTS

2.01 PLANT MATERIAL

- A. General: Furnish nursery-grown plants and seed true to genus, species, variety, and cultivar, stem form, shearing, and other features indicated in Plant List, Plant Schedule, or Plant Legend indicated on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.
 1. Trees with damaged, crooked, or multiple leaders; tight vertical branches where bark is squeezed between two branches or between branch and trunk ("included bark"); crossing trunks; cut-off limbs more than 3/4 inch in diameter; or with stem girdling roots are unacceptable.
 2. Collected Stock: Do not use plants harvested from the wild, from native stands, from an established landscape planting, or not grown in a nursery unless otherwise indicated.
- B. Provide plants of sizes, grades, and ball or container sizes complying with ANSI Z60.1 for types and form of plants required. Plants of a larger size may be used if acceptable to Architect, with a proportionate increase in size of roots or balls.
- C. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which begins at root flare according to ANSI Z60.1. Root flare shall be visible before planting.
- D. Labeling: Label each plant of each variety, size, and caliper with a securely attached, waterproof tag bearing legible designation of common name and full scientific name, including genus and species. Include nomenclature for hybrid, variety, or cultivar, if applicable for the plant.
- E. If formal arrangements or consecutive order of plants is indicated on Drawings, select stock for uniform height and spread, and number the labels to assure symmetry in planting.

- F. For plug sizes refer to construction drawings. All plugs to be furnished in non-detachable plug trays at specified size. Do not remove from tray until planting.

2.02 MULCHES

- A. Organic Mulch: Free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of one of the following:
 - 1. Type: Shredded hardwood.
 - 2. Size Range: 3 inches maximum, 1/2 inch minimum.
 - 3. Color: Black or Dark Brown.
 - 4. Organic Matter Content: 50 to 60 percent of dry weight.

2.03 TREE-STABILIZATION MATERIALS

- A. Trunk-Stabilization Materials:
 - 1. For trees 3" caliper or larger, stakes shall be of rough sawn, sound, new hardwood redwood or pressure/preservative treated softwood, 4" diameter and 10 feet minimum lengths. All stakes shall be straight, uniform in appearance, free of large knots and defects, pointed at one end. Three stakes required per tree. Trees shall be staked parallel to slope.
 - 2. For trees smaller than 3" caliper, stakes shall be rough-sawn, sound, new hardwood, redwood, or pressure-preservative-treated softwood, free of knots, holes, cross grain, and other defects, 2 by 2 inches diameter by 10 feet minimum length indicated, pointed at one end. Two stakes required per tree. Trees shall be staked parallel to slope.
 - 3. Flexible Ties: Flat woven polypropylene material 3/4" wide, 900 lb. break strength, green in color as provided by Deep Root Partners, L.P., 345 Lorton Avenue #103, Burlingame, CA (800-458-7668) or equivalent.

2.04 MISCELLANEOUS PRODUCTS

- A. Antidesiccant: Anti-desiccant spray shall be an emulsion that will provide a protective film over plant surfaces, permeable enough to permit transpiration. Provide "Wilt-Pruf" by Dow Chemical Company, "Protex" by Protex Industries, Inc., or approved equal. It shall be delivered in manufacturer's original containers and mixed according to manufacturer's directions.
- B. Pesticides: Pesticide registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

- C. Pre-Emergent Herbicide (Selective and Non-Selective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.
- D. Post-Emergent Herbicide (Selective and Non-Selective): Effective for controlling weed growth that has already germinated
- E. Drainage Gravel: Washed, sound crushed stone or gravel complying with ASTM D 448 for Size No. 8.
- F. Filter Fabric: Nonwoven geotextile manufactured for separation applications and made of polypropylene, polyolefin, or polyester fibers or combination of them.
- G. Mycorrhizal Fungi: Dry, granular inoculant containing at least 5300 spores per lb of vesicular-arbuscular mycorrhizal fungi and 95 million spores per lb of ectomycorrhizal fungi, 33 percent hydrogel, and a maximum of 5.5 percent inert material.
- H. Liquid Biological Amendment: Compost Tea

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine areas to receive plants, with Installer present, for compliance with requirements and conditions affecting installation and performance of the Work.
 - 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
 - 2. Verify that plants and vehicles loaded with plants can travel to planting locations with adequate overhead clearance.
 - 3. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
 - 4. Uniformly moisten excessively dry soil that is not workable or which is dusty.
- B. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Landscape Architect and replace with new planting soil.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.
- D. Planting operations may not take place during rain or snow events or when soil is

overly wet and/or frozen.

3.02 PREPARATION

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

3.03 PLANTING AREA ESTABLISHMENT

- A. General: Prepare planting area for soil placement and mix planting soil according to Section 329110 "Soil Preparation."
- B. Placing Planting Soil: Place manufactured planting soil over exposed subgrade.
- C. Sequence planting installation per approved work plan.
- D. Before planting, obtain Landscape Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.
- E. Application of Mycorrhizal Fungi: At time directed by Landscape Architect, broadcast dry product uniformly over prepared soil at application rate according to manufacturer's written recommendations.

3.04 EXCAVATION FOR TREES AND SHRUBS

- A. Planting Pits and Trenches: Excavate circular planting pits.
 - 1. Excavate planting pits with sides sloping inward at a 45-degree angle. Excavations with vertical sides are unacceptable. Trim perimeter of bottom leaving center area of bottom raised slightly to support root ball and assist in drainage away from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.
 - 2. For trees excavate approximately three times as wide as ball diameter for balled and burlapped stock. Bottom of excavation to be level and meet required dimension.

3. Do not excavate deeper than depth of the root ball, measured from the root flare to the bottom of the root ball.
 4. If area under the plant was initially dug too deep, add soil to raise it to the correct level and thoroughly tamp the added soil to prevent settling.
 5. Maintain angles of repose of adjacent materials to ensure stability. Do not excavate subgrades of adjacent paving, structures, hardscapes, or other new or existing improvements.
 6. Maintain supervision of excavations during working hours.
 7. Keep excavations covered or otherwise protected when unattended by Installer's personnel.
- B. Drainage: Notify Landscape Architect if subsoil conditions evidence unexpected water seepage or retention in tree or shrub planting pits.
1. Upon completion of planting pit or trench excavation and prior to planting, fill excavations with 12" minimum depth water and allow water to naturally drain out. When water has drained out, fill excavation again with 12" minimum depth water and measure rate of drainage. Drainage rate should be a minimum of 1" per hour (1 in drop in water elevation per hour within pit or excavation).
 - a. Rate of Drainage Testing:
 - 1) Tree Pits: test each tree pit
 - 2) Planting Bed Areas: one drainage test for every 1,000 sq. ft. of planting bed
 2. If pits or planting beds do not drain freely, notify Landscape Architect for direction prior to installation of trees.
- C. Backfill Soil: Subsoil and topsoil removed from excavations may not be used as backfill soil unless otherwise indicated.
- D. Obstructions: Notify Landscape Architect if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
- E. Drainage: Notify Landscape Architect if subsoil conditions evidence unexpected water seepage or retention in tree or shrub planting pits.
- F. Fill excavations with water and allow to percolate away before positioning trees and shrubs.

3.05 TREE, SHRUB, AND VINE PLANTING

- A. Inspection: At time of planting, verify that root flare is visible at top of root ball

according to ANSI Z60.1. If root flare is not visible, remove soil in a level manner from the root ball to where the top-most root emerges from the trunk. After soil removal to expose the root flare, verify that root ball still meets size requirements.

- B. Roots: Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.
- C. Balled and Burlapped Stock: Set each plant plumb and in center of planting pit or trench with root flare 1 inch above adjacent finish grades.
 - 1. Backfill: Planting soil.
 - 2. After placing some backfill around root ball to stabilize plant, carefully cut and remove burlap, rope, and wire baskets from tops of root balls and from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation. Remove plant from site and replace the cracked or broken material at no additional cost to the Owner.
 - 3. Backfill around root ball in 12" layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
 - 4. Continue backfilling process. Water again after placing and tamping final layer of soil.
- D. Container-Grown Stock: Set each plant plumb and in center of planting pit or trench with root flare 1 inch above adjacent finish grades.
 - 1. Backfill: Planting soil.
 - 2. Carefully remove root ball from container without damaging root ball or plant.
 - 3. Backfill around root ball in 6" layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
 - 4. Continue backfilling process. Water again after placing and tamping final layer of soil.
- E. Slopes: When planting on slopes, set the plant so the root flare on the uphill side is flush with the surrounding soil on the slope; the edge of the root ball on the downhill side will be above the surrounding soil. Apply enough soil to cover the downhill side of the root ball.

3.06 TREE, SHRUB, AND VINE PRUNING

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

3.07 TREE STABILIZATION

- A. Trunk Stabilization by Upright Staking and Tying: Install trunk stabilization as follows unless otherwise indicated on Drawings. Stake and guy trees more than 14 feet in height and more than 3 inches in caliper unless otherwise indicated.
 - 1. Upright Staking and Tying: Stake trees of 2- through 5-inch caliper. Stake trees of less than 2-inch caliper only as required to prevent wind tip out. Use a minimum of two stakes of length required to penetrate at least 18 inches below bottom of backfilled excavation and to extend to the dimension indicated on Drawings above grade. Set vertical stakes and space to avoid penetrating root balls or root masses. Stake trees with two stakes for trees up to 12 feet high and 2-1/2 inches or less in caliper; three stakes for trees less than 14 feet high and up to 4 inches in caliper. Space stakes equally around trees.
 - 2. Support trees with bands of flexible ties at contact points with tree trunk. Allow enough slack to avoid rigid restraint of tree.

3.08 GROUNDCOVER AND PLANT PLANTING

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

of recovery from transplanting shock.

3.09 PLANTING AREA MULCHING

- A. Mulch backfilled surfaces of planting areas and other areas indicated.
 - 1. Organic Mulch in Planting Areas: Apply 2-inch average thickness of organic mulch, and finish level with adjacent finish grades. Do not place mulch within 6 inches of trunks or stems.

3.10 PLANT MAINTENANCE

- A. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, adjusting and repairing tree-stabilization devices, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings.
- B. Fill in, as necessary, soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.
- C. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use integrated pest management practices when possible to minimize use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.
- D. Perform maintenance beginning immediately after each plant is installed and continue throughout the warranty period. Maintenance consists of pruning, refertilization, watering, weeding, mulching, tightening and repairing of guys and stakes, resetting plants to proper grades or upright position, and spraying.
- E. Prune periodically as necessary to remove dead or damaged branches.
- F. Remove all weeds within the mulched area surrounding each plant. Under no circumstances shall weeds and grass be allowed to attain more than 4" growth.
- G. Restore mulch as necessary to preserve appearance and to control weed growth.
- H. Tighten and repair or replace stakes, guys and wrapping as necessary. Remove at end of maintenance period unless trees were replaced during warranty period. If any plant settles from its proper elevation, raise it to the proper level. At the time when the trees have been stalked/anchored or guyed for one year the Contractor shall remove all such devices in the following manner.
 - 1. Tree stakes and ties shall be removed from trees in turf and tress in planting beds.
 - 2. For trees anchored with anchoring devices the metallic cranking part of the tensioning system shall be removed. The tensioning straps shall be cut

and removed as much as practically possible without disturbing the root system. Disturbed stone screenings or mulch shall be restored.

- I. Spray all ground cover and needle evergreens with two applications of approved anti-dessicant. The first application shall be made by the second week in November and the second application in February, when the temperature is above 40 degrees.
- J. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens, mildew or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents
- K. Maintenance inspection will be held at approximately 2-month intervals during the growing season after the beginning of the warranty period. The Contractor shall accompany the Landscape Architect on the inspections.
- L. Maintenance shall be the responsibility of the Contractor throughout the warranty period and shall follow the sequence of maintenance procedures as listed previously.
- M. Final inspection of the work to determine its final acceptance will be made by the Landscape Architect at the conclusion of the warranty period. No plants will be accepted unless they are alive and healthy and all related work conforms to the drawings and specifications.

3.11 REPAIR AND REPLACEMENT

- A. General: Repair or replace existing or new trees and other plants that are damaged by construction operations, in a manner approved by Landscape Architect.
 - 1. Submit details of proposed pruning and repairs.
 - 2. Perform repairs of damaged trunks, branches, and roots within 24 hours, if approved.
 - 3. Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by Landscape Architect.
- B. Remove and replace trees that are more than 25 percent dead or in an unhealthy condition or are damaged during construction operations that Landscape Architect determines are incapable of restoring to normal growth pattern.

3.12 CLEANING AND PROTECTION

- A. During planting, keep adjacent paving and construction clean and work area in an orderly condition. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

- B. Remove surplus soil, rejected plant material and waste material including excess subsoil, unsuitable soil, trash, and debris and legally dispose of them off Owner's property.
- C. Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.
- D. After installation and before Substantial Completion, remove nursery tags, nursery stakes, tie tape, labels, wire, burlap, and other debris from plant material, planting areas, and Project site.

END OF SECTION 329310

DIVISION 33 – UTILITIES

SECTION 334200.01 - STORMWATER CONVEYANCE FOR INFRASTRUCTURE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Storm drainage piping.
 - 2. Manholes.

1.2 COORDINATION

- A. Coordinate Work of this Section in regards to the connection to the Buffalo Sewer Authority system.

1.3 ACTION SUBMITTALS

- A. Product Data:
 - 1. Storm drainage piping.
 - 2. Manholes.

QUALITY ASSURANCE

- B. Manufacturer Qualifications: Company specializing in manufacturing products specified in this Section with minimum three years' experience.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
- B. Store materials according to manufacturer instructions.
- C. Protection:
 - 1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
 - 2. Provide additional protection according to manufacturer instructions.

SECTION 334200.01 - STORMWATER CONVEYANCE FOR INFRASTRUCTURE

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Perform Work according to:
 - 1. Buffalo Sewer Authority standards.

2.2 STORM DRAINAGE PIPING

- A. Corrugated PE Piping
 - 1. Manufacturers:
 - a. Advanced Drainage Systems (ADS)
 - b. Or approved equal.
 - 2. Pipe:
 - a. Comply with ASTM F405.
 - b. Type: Dual wall, Smooth interior.
 - c. Diameter: As indicated on the Drawings.
 - 3. Fittings: PE.
 - 4. Joints: Comply with ASTM F405.

2.3 MANHOLES

- A. Concrete Manholes:
 - 1. Manufacturers:
 - a. Kistner Concrete Products Inc.
 - b. Or approved equal.
 - 2. Reinforced Precast Concrete Manhole Sections:
 - a. Comply with ASTM C478.
 - b. Gaskets: Comply with ASTM C923.
 - c. Joints:
 - 1) Comply with ASTM C913.
 - 3. Shape: Cylindrical
 - 4. Clear Inside Dimensions:
 - a. As indicated on Drawings.

SECTION 334200.01 - STORMWATER CONVEYANCE FOR INFRASTRUCTURE

5. Design Depth:
 - a. As indicated on Drawings.
6. Clear Cover Opening:
 - a. As indicated on Drawings.
7. Pipe Entry: Furnish openings as indicated on Drawings.
8. Structure Joint Gaskets:
 - a. Comply with ASTM C361.
 - b. Material: Rubber.

B. Frames and Covers:

1. Manufacturers:
 - a. EJ Group, Inc.
 - b. Or approved equal.
2. Material:
 - a. Cast iron.
3. Lid:
 - a. Bearing Surface: Machined flat.
 - b. Configuration: Removable.
4. Cover Design: Solid.
5. Loading: H-20; AASHTO HB-17.
6. Furnish sealing gasket.
7. Grate: Bicycle safe.

C. Riser Rings:

1. Manufacturers:
 - a. EJ Group, Inc.

2.4 FINISHES

A. Bituminous Interior Manhole Coating:

1. As indicated on the Drawings.

SECTION 334200.01 - STORMWATER CONVEYANCE FOR INFRASTRUCTURE

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Verify that excavation base is ready to receive Work of this Section.
- C. Verify that excavations, dimensions, and elevations are as indicated on Drawings.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.
- B. Correct over-excavation with coarse aggregate.
- C. Remove large stones and other hard matter that could damage piping or impede consistent backfilling or compaction.

3.3 INSTALLATION OF STORM DRAINAGE PIPING

- A. Piping:
 - 1. Pipe, Fittings, and Accessories: Comply with ASTM D2321.
 - 2. Seal joints watertight.
 - 3. Verify that drainage system is indicated on Drawings. Drawing details should describe location of coarse and fine aggregate in relation to pipe and pipe bedding, dimensions of cut trench width, and details of connections to other Work.
 - 4. Install aggregate at sides and over top of pipe.
 - 5. Install top cover to minimum compacted thickness as indicated on the Drawings.

3.4 INSTALLATION OF MANHOLES

- A. Manholes:
 - 1. Form bottom of excavation clean and smooth, and to indicated elevation.
 - 2. Place precast reinforced concrete base pad, with provision for storm sewer pipe end sections.
 - 3. Level top surface of base pad.
 - 4. Establish elevations and pipe inverts for inlets and outlets as indicated on Drawings.
 - 5. Mount lid and frame level in grout, secured to top section to indicated elevation.

SECTION 334200.01 - STORMWATER CONVEYANCE FOR INFRASTRUCTURE

3.5 TOLERANCES

- A. Maximum Variation from Indicated Pipe Slope: 1/8 inch

3.6 PROTECTION

- A. Protect pipe and aggregate cover from damage or displacement until backfilling operation is in progress.

END OF SECTION

APPENDIX 1

KOMPAN PLAYGROUND EQUIPMENT DETAILS

General Assumptions

- Pricing is based on all equipment being direct delivery to the project address identified in KOMPANs Sales Proposal (SP).
- Placement of order into fabrication is contingent with deposit being received by KOMPAN as agreed to during the pricing phase.
- If cost proposal is to be considered as Tax-Exempt a current tax exemption form must be provided or on file at KOMPAN main office.
- Customer shall provide a lay down area for deliveries of materials within proximity of final installation site. Site access must be clear and unobstructed with at least ten (10') foot wide access to allow delivery of materials. Any size restrictions contributing to additional handling or downsizing of deliver trucks shall be addressed as a change of conditions and will be invoiced as additional costs to the customer.
- Installation site must be level to no more than one (1") inch in then (10') feet slope or change in elevation over the full length and width of the playground area.
- Price assumes NO overhead obstructions within thirteen feet, six inches (13'-6") or lower and NO underground utilities or obstructions within the playground footprint.
- Soils are to be suitable for the installation of all playground equipment and surfacing and compacted to 95% compaction prior to installation crews arriving on-site.
- All underground utilities, boulders, rock ledge or other obstructions not visible without subsurface investigation shall be considered "unforeseen conditions", all costs shall be invoiced to the customer as a change order to the contract.
- All spoils generated during the excavation of footings shall be disposed of on site at no cost to KOMPAN.
- Customer to provide at no additional costs a 120 V (15 amp) power source and standard hose bib connection for water supply within one hundred (100') feet from work site.
- Customer shall have removed all existing equipment or obstacles from playground area prior to the arrival of the installation crews.
- Time is of the essence in the installation of all materials delivered to project site. KOMPAN shall have delivered all equipment and materials as scheduled to project site. If delays to the installation schedule accrue outside KOMPANs control equipment shall be delivered to project site as scheduled and equipment and materials invoiced at the time of delivery. Unless additional storage arrangements are made in writing between Customer and KOMPAN, additional costs may apply. Unloading of equipment and materials shall be performed by the installation crews at the time of installation. If site is not ready for installation by cause outside of KOMPAN, it will be the responsibility of the Customer to off load and store equipment and materials at the project site. KOMPAN shall not be held liable for offloading costs, storage fees or equipment damage.

- If site requires installation of a drainage system within the proposed playground area, playground equipment footing shall be installed prior to the installation of the drainage system and playground footing locations shall take precedence over drainage system requirements.
- Site layout and dimensions shall be based of KOMPAN's 2D drawing or CAD drawings. Customer to provide site "benchmark" to be used for layout and final elevation calculations.
- Unless otherwise noted on KOMPAN's SP, proposal assumes that there are no Prevailing Wages requirement on the project.
- Any additional costs which maybe incurred during installation shall be negotiated between Customer and KOMPAN in writing prior to the start of additional work. If written approval is not received during the time the installation crews are on-site, additional mobilization costs will apply.

Exclusions (Unless Explicitly Stated in KOMPAN Sales Proposal)

- Stamped engineered drawings/calculations or costs to secure permits are not included, if required these costs will be added as a change order payable to Kompan.
- Demolition and off-site disposal of any existing equipment or site amenities.
- Any sitework, including but not limited to grading, excavation outside playground equipment footing and soils compaction and testing.
- Concrete work outside of play equipment footing requirements.
- Relocation of any existing equipment.
- Any required drainage system for playground area.
- Third party testing of materials and playground installation.
- Site landscaping or trimming of vegetation encroaching within the play equipment and safety zones
- Play area surfacing and base materials if not noted in KOMPAN proposal.
- Installation of Poured in Place surfacing does not include the use of aliphatic binder, solid or custom colors.
- Site security during Poured in Place surfacing cure time and any vandalism which may accrue during surfacing cure time.
- Borders for play area surfacing containment
- Any required retaining walls for proposed play area.
- Site storage for equipment.
- Site safety fencing beyond standard four (4') foot orange construction fencing
- Utilities site location services and/or relocation of any underground utilities
- On site dumpster for disposal of shipping containers and general construction debris

Terms & conditions

1. APPLICATION

These standard terms and conditions of sale ("STC") govern any KOMPAN, Inc. ("KOMPAN") sales proposal, quotation, or other offer ("Sales Proposal") to sell and supply by KOMPAN to a customer (the "Customer") of KOMPAN goods and services (hereinafter referred to as "Products") and the assembly and installation of Products by either KOMPAN or independent contractors retained by KOMPAN to perform such assembly and/or installation ("Services") described in the Sales Proposal that is on the face of this document or in a Sales Proposal that incorporates these STCs by attachment, reference to a copy of the STCs on KOMPAN's website at www.kompan.com, or by delivery of a copy thereof to the Customer.

2. ACCEPTANCE

KOMPAN shall not be bound by this Sales Proposal unless and until an authorized representative of Customer unconditionally accepts the Sales Proposal and these STCs by executing and returning to KOMPAN the acknowledgement of the Sales Proposal. Such acknowledgement shall be received by KOMPAN within five (5) Business days after the date of the Sales Proposal unless the Sales Proposal constitutes a firm offer, in which case the acknowledgement shall be received by KOMPAN within sixty (60) days. Customer's acceptance of the Sales Proposal is expressly limited to the terms and conditions contained herein and no additional or different terms shall be binding on KOMPAN unless agreed to by KOMPAN in writing either in the accompanying Sales Proposal or in a subsequent written agreement. KOMPAN hereby objects to and rejects any different or additional terms and conditions proposed by Customer in its purchase order of acceptance or otherwise, unless expressly agreed by KOMPAN in writing. Commencement of any work or of any deliveries pursuant to a Sales Proposal shall, in the absence of any written acceptance, be deemed an unconditional acceptance by Customer of these conditions.

3. CONFLICTS

In case of conflict between the provisions contained in the accompanying Sales Proposal and these STCs, the particular provisions in the Sales Proposal shall prevail.

4. LIMITATION OF AUTHORITY

KOMPAN's employees or agents purportedly acting on behalf of KOMPAN have no authority orally (a) to vary, modify or waive expressly or impliedly any of these terms and conditions whatsoever or to make any oral representations as to their effect; or (b) to give advice to Customers as to the suitability of the KOMPAN's Products and units for any specific situation or purpose. It is strongly recommended that all Customers seeking such advice should read KOMPAN's published materials.

5. PRICE AND PAYMENT

(a) Price. The prices of the Products and/ or Services are those set forth in the Sales Proposal or, if not reflected in the Sales Proposal, are the current published prices offered by KOMPAN ("Prices"). The Sales Proposal will indicate, apart from the Prices, other charges such as transport costs, shipping and minimum insurance coverage, to the destination agreed in the Sales Proposal. Unless expressly stated otherwise in writing, Prices in the Sales Proposal are net of all charges relating to sales, use or other taxes or tariffs. Any increases in these charges which may come into force after the date of the Sales Proposal shall be borne by the Customer.

(b) Payment Terms. Unless expressly stated otherwise in writing, invoices for payment will be issued upon acceptance of the Sales Proposal in accordance with the terms set out in the accepted Sales Proposal. If the terms of payments are not set out in the accepted Sales Proposal: (i) 50% of the Price will be due upon acceptance; and (ii) the remaining balance upon shipment in the case of the supply of Products or upon completion of the Services in the case of the provision of Services. The payment of the total value of each invoice shall be made within thirty (30) days starting from the date of invoice unless otherwise expressly agreed in writing.

(c) Payment. Payment for Products must be made to and received by KOMPAN prior to delivery of the Products to Customer unless special arrangements are made in writing with KOMPAN. Where special arrangements are made relating to the payment for Products, notwithstanding anything to the contrary therein, no offsets or retention by Customer shall be allowed. In connection with payment for Services which are considered construction services subject to applicable laws requiring the withholding of retainage until completion of the construction related Services, Customer may retain such applicable retainage pending completion of the Services. Interest shall accrue on all sums due and outstanding at 1 1/2% per month or at the highest rate permitted by applicable law, whichever is less. Such remedy shall be in addition to, and without prejudice to, any further damages and any other remedies for nonpayment which KOMPAN may have at law or in equity.

6. PRICE REVISION

Except in the case of prices quoted in a written Sales Proposal by KOMPAN constituting a firm offer, which shall be good for sixty (60) days from quotation, prices are subject to change without previous notice, and the Customer shall pay for all Products at the prices in effect on the date of shipment. Payment of such increases must precede delivery, and the Customer shall not be entitled to rescind the contract as a result thereof.

7. DELIVERIES

(a) Where delivery periods have been indicated in the Sales Proposal, such periods are estimates only. Although KOMPAN will use its commercially reasonable efforts to deliver the Products promptly, KOMPAN shall not be liable for any delay (howsoever caused) or for any incidental or consequential damages arising therefrom. Customer also shall not be entitled to rescind the agreement for such delay unless expressly provided in the Sales Proposal.

(b) Delivery shall be made to areas readily accessible by truck. KOMPAN reserves the right to charge extra for any special delivery requirements.

(c) The carrier of the Products shall deliver them at a point reasonably accessible by truck. In the event the Sales Proposal is for Products only and not for Services, Customer shall be responsible for offloading, final moving, location, and storage of the Products after delivery. The Customer shall ensure that unloading by the carrier is not delayed. In the event the unloading of the Product is delayed, KOMPAN reserves the right to make a fair charge therefore. In the event the Sales Proposal includes Services, the terms of delivery of such Services are set out in Section 14.

(d) The Customer shall indemnify KOMPAN against all damage to or delay of the carrier's or

KOMPAN's vehicles or damage to property belonging to the Customer or to any third party are attributable to accessing the Customer's premises.

(e) Delivery of the Products by KOMPAN shall be scheduled with Customer, and KOMPAN and Customer will make the necessary arrangements for delivery in accordance with such schedule. If delivery is canceled or delayed for reasons outside of KOMPAN's control, including the Customer not being available or prepared to accept delivery when scheduled, KOMPAN may (i) take away the Products and redeliver them at a later date, charging the Customer for any additional expense thereby incurred (including temporary storage, demurrage, and remobilization).

8. RETURNS

Except as agreed to in writing, all items of Product returned will be subject to inspection and approval by KOMPAN prior to acceptance and will result in a restocking charge for all costs associated with the return, but not less than 50% of the full list price of such returned KOMPAN items or 75% for custom or third party items.

9. LIMITED WARRANTY

KOMPAN warrants that the Product(s) described herein and delivered hereunder will be free from defects in material and workmanship and conform to KOMPAN's published specifications and the other express warranties set forth in the Warranty Certificate for the Product(s). This warranty applies only if the Products have been properly installed according to the instructions provided by KOMPAN and maintained correctly according to the KOMPAN Maintenance Manual. This warranty does not cover any damage caused by accident, improper care, negligence by Customer or its invitees, normal wear and tear, surface corrosion on metal parts, discolored surfaces and other cosmetic issues or failures due to misuse or vandalism.

This limited warranty shall not apply to components which are not manufactured by KOMPAN, in respect of which, KOMPAN shall, to the extent it is able, pass on any warranty given to it by the manufacturer of the component in question. KOMPAN also warrants that any Services shall be performed in a good and workmanlike manner. The Customer shall indemnify and hold harmless KOMPAN against all damages, losses, costs, expenses, claims, demands and liabilities arising out of or related to the use of the Products by the Customer or its invitees and/or use or application by the Customer or its representatives of any information disclosed or provided by or on behalf of KOMPAN. The foregoing limited warranty is exclusive and is in lieu of all other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, except to the extent that KOMPAN expressly gives any such warranty in a separate instrument executed by both the company and its customer.

10. DISCLAIMER OF LIABILITY

The customer acknowledges that KOMPAN exercises no control over the customer's methods of selection, use, resale, installation or construction of the products sold hereunder and the customer therefore assumes all risk of liability for the result obtained from or the safety of any products sold hereunder. In particular, KOMPAN shall not be responsible or liable for, and the customer assumes, all risk of compliance with applicable governmental laws and regulations, and any incidental or consequential damages, losses, or expenses, including without limitation personal injury or property damage to any person, and whether based on warranty, contract, negligence, strict liability in tort or any other applicable legal theory, arising out of the selection, installation, inability to use, or the use of any product, whether alone or in combination with other goods.

11. NOTICE OF CLAIMS

The Customer shall inspect the Products sold hereunder immediately upon receipt thereof. Any claim relating to the Products damaged in transit shall be made within ten (10) days by written notice to KOMPAN. Any claim relating to the quantity of Products shipped shall be made within thirty days by written notice to KOMPAN. All claims other than those relating to the quantities shipped or damage in transit must be made in accordance with the conditions set forth herein. The Customer must submit claims for any damage, defect or discrepancy in the Products supplied as follows, (a) where the damage, defect or discrepancy is visible on inspection, the receipt note must be marked accordingly with written details signed by the Customer or his authorized representative and a written claim must be submitted to KOMPAN within ten (10) days of receipt of the Product, (b) where the damage, defect or discrepancy is not visible on inspection, the claim must be made in writing to KOMPAN within ten (10) days after the Customer learns of the facts upon which such a claim is based, but in no event more than six weeks after receipt of the Products. Written notice from the Customer of a claim hereunder shall be deemed insufficient and ineffective unless such notice includes a list of the identifying code marks on the outside of KOMPAN's shipping container or package, and unless the Customer grants KOMPAN permission to inspect such Products. Any claim not made within the time period and in the manner hereinabove set forth shall be deemed waived. Notwithstanding the foregoing, any legal action against KOMPAN relating to any of the Products sold or Services performed hereunder must be commenced within one (1) year after the Customer's receipt of the Products sold hereunder or be forever barred.

12. EXCLUSIVE REMEDY

It is expressly agreed that the Customer's exclusive remedy for a breach by KOMPAN of the Limited Warranty set forth herein or for any other claim based upon a defect in the Products sold shall be, at the election of KOMPAN, either repair or replacement of the Product or the making of a fair allowance therefore, provided that the Customer shall have given written notice of such claim within the time period and in the manner set forth in Section 11 hereof. The exclusive remedy for a breach by KOMPAN of the Limited Warranty set forth herein for Services shall be the reperformance of such Services. KOMPAN's liability with respect to any claim whatsoever arising out of the Products delivered or Services performed shall in no event exceed the price paid by the Customer hereunder for the Products or Services giving rise to the claim in question. The foregoing remedy is agreed to be adequate and exclusive, and in no event shall the customer be entitled to any other remedy, whether for personal injury, property damage, business loss, or for any other injury or loss, or for any incidental

or consequential damages, whether based on warranty, contract, negligence, strict liability in tort or any other applicable legal theory.

13. TITLE AND RISK OF LOSS

(a) Unless otherwise expressly agreed by the parties, all Products are shipped F.O.B. destination.

(b) Unless otherwise specifically agreed in writing, all risks of loss relating to the Products are transferred to the Customer when the same are delivered to the Customer or its designated representative at the destination named on the Purchase Order. Notwithstanding the foregoing, until payment in full is received by KOMPAN, title and beneficial ownership of the Products shall remain with KOMPAN until either (i) KOMPAN receives payment in full for the Products, or (ii) KOMPAN or its agent removes the Products from the Customer's premises.

(c) Until full payment is received by KOMPAN, the Customer shall keep and store any delivered Products in such a manner that they may be identified as being the property of KOMPAN.

(d) The Customer in entering into a contract with KOMPAN is deemed to have given its irrevocable authority to KOMPAN or its agents to enter the Customer's property or property controlled by the Customer for the purpose of removing the goods in accordance with (b) hereof.

(e) If the Customer shall sell the Products before payment in full is received by KOMPAN the following provisions shall apply: (i) the Customer shall act as principal towards its purchaser and not as agent for KOMPAN; (ii) the Customer shall hold the proceeds of sale up to the amount due to KOMPAN under the agreement as trustee to KOMPAN; (iii) the Customer shall account to the Company for the amount so due; and (iv) until such payment to KOMPAN is paid to KOMPAN, the Customer shall retain the said amount in a separate account to KOMPAN's order.

14. SERVICES; INSTALLATION AND ASSEMBLY

(a) Except where special arrangements have been made in writing for KOMPAN to provide Services to assemble, install or erect Products sold to Customer, such assembly, installation, or erection is the responsibility of the Customer, and KOMPAN accepts no liability whatsoever for defects or damages resulting from the Customer's assembly, installation or erection of the Products or any claims for death or personal injury resulting from any use of the Products to the extent caused, in whole or in part, by such improper assembly or the resulting defects or damages to the Products. In such circumstances, Customer shall indemnify and hold KOMPAN harmless for any liability, damages or costs arising out of or relating to Customer's acts or omissions in accordance with Section 17.

(b) In the event the Sales Proposal includes the purchase of Services, KOMPAN or independent contractors retained by KOMPAN shall install and assemble the Products, the safety surfacing, and the civil works and shall deliver any spare parts to the extent set out in the Sales Proposal. In connection with any sales of Services, the Customer shall promptly notify KOMPAN of any existing installations such as water, gas, communications, electricity, or of any other similar communications or installations which may be affected and/or may suffer damages as a consequence of the work to be carried out at the site or premises where the Products are to be installed. Should the Customer fail to provide such information prior to the commencement of the Services or if KOMPAN or its independent contractors encounter any Unforeseen Conditions, KOMPAN shall not be held liable under any circumstance for any potential or actual damages

caused to such installations. In the event KOMPAN or the independent contractor does encounter unforeseen conditions that increase the cost of installation or the provision of the Services, the parties agree to enter into a change order to amend the scope of work and/or the price to be charged therefore prior to the performance of any additional work. "Unforeseen Conditions" means any obstruction which hinders the installation of the Products or the performance of the Services associated therewith which is not visible to the human eye without physical exploration of the site and/or the subsurface conditions (including rock ledges and other underground obstructions).

(c) Upon completion of the Services, the Customer or its designated representative shall inspect the completed Services and sign a Completion Certificate provided by KOMPAN (a form of which is attached as Appendix A) and, if the Customer or its designated representative is not available to take delivery, then KOMPAN or the third party installer will send the Completion Certificate to the Customer. Should the Customer claim that the Services have not been performed in accordance with the accepted Sales Proposal, Customer shall send KOMPAN, within seven (7) days from receipt of the Completion Certificate, a notice ("Notice"), specifying in detail, the faults found in the Services. If the Customer objectively demonstrates the claimed faults, KOMPAN shall remedy the same at its own expense; if, instead, KOMPAN demonstrates that the Services were performed in compliance with the accepted Sales Proposal, the Customer shall be obligated to pay KOMPAN the costs and expenses of the activities carried out by KOMPAN to demonstrate the acceptability of such Services. If the Customer does return a signed Completion Certificate or provide a Notice within seven (7) days from receipt of the Completion Certificate, the Services will be deemed completed to the Customer's satisfaction in all respects.

15. SPECIFICATIONS

KOMPAN reserves the right to vary or withdraw specifications without prior notice and at its discretion to substitute on delivery alternate components (not necessarily identical appearance) which will not affect the performance of the Product concerned. While every effort will be made to satisfy the Customer's precise color or finish requirements (where relevant), no guarantee can be given that variations in color or finish will not occur between different components. KOMPAN shall in no circumstances be deemed to warrant that any components conform exactly to the color of any sample or illustration seen by the Customer or of any materials and units already in the Customer's possession.

16. COMPLIANCE WITH LAWS. The Customer shall ensure that the intended use of the Products supplied by KOMPAN does not contravene any applicable local, state, or federal laws or regulations and applicable codes of standards organizations, and the Customer or its designated representative shall be responsible for obtaining all licenses or permissions required for such use. Upon request, the Customer shall furnish KOMPAN with certificates of compliance with such applicable laws, regulations, and codes.

17. INDEMNIFICATION AND ATTORNEY FEES.

The Customer hereby agrees to indemnify and hold KOMPAN harmless for any liability, damages or costs (including reasonable attorney's fees), whether arising out of a suit or claim between KOMPAN and the Customer or a third party, or arising out of or related to the failure of the Customer to perform any of its obligations or comply with any of the conditions contained herein. In the event KOMPAN has to take any action against the Customer to obtain enforcement or compliance with any of the terms or conditions contained herein, the Customer agrees to pay all of the costs and expenses of such action (including reasonable attorney's fees).

18. TERMINATION

(a) A party shall be entitled to terminate this agreement with immediate effect by giving written notice to the other party if:

- (i) the other party fails to pay any undisputed amount due under this agreement on the due date for payment and remains in default for 14 days after being notified in writing to make such payment;
 - (ii) the other party commits a breach of its material obligations under this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after receipt of notice in writing requiring it to do so; or
 - (iii) the other party becomes insolvent or bankrupt, a receiver is appointed in respect of the whole or any part of the other party's assets or business, or the other party admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, ceases to function as a going concern, or is the subject of an involuntary proceeding in bankruptcy or insolvency and such proceeding is not finally dismissed within 60 days of its institution.
- (b) Termination of this agreement shall not prejudice any of the parties' rights and remedies which have accrued as at termination and all payments which have not yet become due shall become immediately due and payable.

19. FORCE MAJEURE

(a) A party shall not be deemed to be in breach of this agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder (save for obligations relating to payment of any sums due) to the extent that such delay or non-performance is due to Force Majeure and the time for performance of that obligation shall be extended accordingly.

(b) For the purposes of these STCs, "Force Majeure" means any cause materially affecting the performance by a party of its obligations under this agreement arising from any act, events, omissions, happenings or non-happenings beyond its reasonable control including, without limitation, acts of God, strikes, lockouts or other industrial disputes, war, terrorism, riot, fire, flood, or any disaster affecting either one of the parties hereto or a third party for which a substitute third party is not reasonably available.

20. APPLICABLE LAW; JURISDICTION

This agreement and all disputes or claims arising out of or in connection with this agreement shall be governed and construed by the laws of the state of Texas, excluding its conflict of laws principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this agreement, and its application is expressly excluded. The parties agree any claim or suit arising out of or related to this agreement shall be brought exclusively in either the federal or state

courts located in Austin, Travis County, Texas. The Customer consents to the exclusive jurisdiction of such courts.

21. ASSIGNMENT

Except as provided herein, neither party may assign its rights or delegate its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided however that KOMPAN may subcontract its obligations to perform the Services to qualified independent contractors without the prior written consent of the Customer. KOMPAN may also assign its rights and obligations hereunder to any of its affiliates upon prior written notice to the Customer. KOMPAN may also assign its rights herein to any company that acquires substantially all of KOMPAN's business to which this agreement relates upon prior written notice to the Customer.

22. GENERAL

(a) Notice. Any notice or other communication required to be given to a party under or in connection with this agreement shall be in writing and shall be delivered to the other party personally or sent by U.S. certified mail postage pre-paid, recorded delivery, or by commercial courier, at its principal place of business, or sent by facsimile to the other party's main fax number. Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such addressor, if sent by prepaid U.S. mail or recorded delivery, on the third business day after deposit, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by facsimile, on the next business day after transmission.

(b) Invalidity. If a court or any other competent authority finds that any provision of the agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part of the provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

(c) Entire Agreement. These STCs replace and supersede any prior communications, agreements and understandings between the parties, whether oral or in writing, concerning the sale and supply of the Products or the Services. These STCs, together with any written modification thereof signed by both parties, and the Sales Proposal to which these STCs are applicable, constitute the entire terms and conditions constituting the agreement of the parties concerning the sale and purchase of the Products and Services identified in the Sales Proposal. All other terms, conditions, warranties, representations or others matters; whether oral or in writing are excluded and disclaimed.

(d) Waiver. A waiver of any right under this agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

Sales Proposal

People Inc. of Buffalo
Anne McCaffrey
1219 North Forest Road
Buffalo, NY 14221

Quote No. SP161235-1
Customer No. C153165
Document Date 12/09/2025
Expiration Date 02/28/2026

Sales Representative Brie Martinez
Email BriBus@Kompan.com
Phone No. 315-592-1404 / 800-426-9788

Project Name US321430 Oxford Community Lot

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
<u>EQUIPMENT</u>					
<u>NRO110-0901</u>	Spinner Plate - Untreated In-ground 90cm Total CO ₂ Emission 222.8 LB (222.8 LB/Pieces)	1 Pieces			
					
<u>NRO118-0401</u>	Bee Springer - Untreated In-ground 40cm Total CO ₂ Emission 298.5 LB (298.5 LB/Pieces)	1 Pieces			
					
<u>NRO402-0601</u>	Playhouse with Roof & Wall - Untreated In-ground 60cm Total CO ₂ Emission 331.8 LB (331.8 LB/Pieces)	1 Pieces			
					
NRO-CUSTOM	Custom Playtower w/ Ramp 935223	1 Pieces			
					
US-KRS-CUSTOM	KRS-CUSTOM - 8201248	1 Pieces			
INSTALL SPECIAL	Equipment Installation at Prevailing Wages	1 Pieces			
FREIGHT	Freight	1 Pieces			

Sales Proposal

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Project Name US321430 Oxford Community Lot

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
US ROBINIA SERVICE	Robinia Service Program included in sales price Please read attached General Assumptions and Exclusion document for information on Install/Sitework. Excludes sitework, products, & services not listed. Assumes site to be accessible & install ready. Please allow 32 to 34 weeks for product delivery upon order placement. Equipment is as per "Oxford Community Lot" Site Plan version "K1.0" - dated 11/26/25					

Business Agreement OMNIA Partners Contract
Payment Terms 50% Prepayment , 50% Net 30 days

Installation Site Address

Oxford Community Lot
911 Lafayette Ave
Buffalo, NY 14209

Sales Proposal

People Inc. of Buffalo
Anne McCaffrey
1219 North Forest Road
Buffalo, NY 14221

Quote No. SP161235-1
Customer No. C153165
Document Date 12/09/2025
Expiration Date 02/28/2026

Sales Representative Brie Martinez
Email BriBus@Kompan.com
Phone No. 315-592-1404 / 800-426-9788

Project Name US321430 Oxford Community Lot

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.
Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.
Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within this Master Agreement, which is hereby acknowledged.
Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.
Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.
Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

This information required for order placement:

Accepted By (Please Print): _____

Accepted By (Title): _____

Accepted By (signature): _____

Date: _____

Date Equipment needed on site: _____

Bill To: _____

Ship To: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Contact: _____

Contact: _____

Contact Email: _____

Contact Email: _____

Contact Phone (Office): _____

Contact Phone (Office): _____

Contact Phone (Cell): _____

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

APPENDIX 2

DASNY GRANT CONDITIONS

This **GRANT DISBURSEMENT AGREEMENT** includes
all exhibits and attachments hereto and are made on the terms and by the parties listed below
and relates to the project described below:

**DORMITORY AUTHORITY OF THE STATE OF
NEW YORK (“DASNY”):**

515 Broadway
Albany, New York 12207
Contact: Karen Hunter
Phone: (518) 257-3177
E-mail: grants@dasny.org

THE GRANTEE:

People, Inc.
1219 N Forest Rd
Buffalo, New York 14221
Contact: Anne McCaffrey
Phone: 7168177434
Email: anne.mccaffrey@people-inc.org

THE PROJECT:

Construction of a Community Lot

PROJECT LOCATION(S):

Oxford Square

ADDRESS:

186 Oxford Ave, Buffalo, New York 14209,
United States

GRANT AMOUNT:

FUNDING SOURCE:

Community Resiliency, Economic
Sustainability, and Technology
Program(“CREST”)

For Office Use Only:

AWARD DATE:

5/22/2024

EXPIRATION DATE OF THIS AGREEMENT:

3 YEARS FROM DASNY EXECUTION DATE

Project ID: 27229
Grantee ID: 13622
FMS#: 152217

TERMS AND CONDITIONS

1. The Project

The Grantee will perform tasks within the scope of the project description, budget, and timeline as set forth in the Project Budget attached hereto as Exhibit A (collectively, the "Project") which was described by the Grantee in the Preliminary Application, Project Information Sheet, or supporting Exhibits and Diligence Documentation, then reviewed by DASNY and approved by the State (collectively, the "Grantee's Paperwork").

2. Project Budget and Use of Funds

- a) The Grantee will undertake and complete the Project in accordance with the overall budget, which includes the Grant funds, as set forth in the attached Exhibit A. The Grant will be applied to eligible expenses which are as described in the Grantee's Paperwork, and fall within the scope of the project description set forth in the attached Exhibit A.
- b) Grantee agrees and covenants to apply the Grant proceeds only to capital works or purposes, which shall consist of the following:
 - i. the acquisition, construction, demolition, or replacement of a fixed asset or assets;
 - ii. the major repair or renovation of a fixed asset, or assets, which materially extends its useful life or materially improves or increases its capacity; or
 - iii. the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.
- c) Grantee agrees and covenants that the Grant proceeds shall not be used for costs that are not capital in nature, which include, but shall not be limited to working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.

3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during Grantee's business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to DASNY, its agents, officers and employees for six (6) years following the date of such early termination.

4. Conditions Precedent to Disbursement of the Grant

No Grant funds shall be disbursed until the following conditions have been satisfied:

- a) DASNY has received the project description, budget, and timeline as set forth in the attached Exhibit A, and an opinion of Grantee's counsel, in substantially the form attached hereto as Exhibit B; and
- b) The requirements of the CREST Program have been met; and
- c) The monies required to fund the Grant have been received by DASNY; and
- d) In the event of disbursement pursuant to paragraph 5(b) below, the Grantee has provided DASNY with documentation evidencing that a segregated non-interest bearing account has been established by the Grantee into which Grant funds will be deposited (the "Segregated Account"). The Segregated Account must have industry-standard fraud protections added to the account, including but not limited to, check positive pay and ACH positive pay. Eligible Expenses incurred in connection with the Project to be financed with Grant proceeds that are to be paid on invoice shall be paid out of the Segregated Account. The funds in such account shall not be used for any other purpose.
- e) The Grantee certifies that it is in compliance with the provisions of the CREST Program as well as this Agreement and that the Grant will only be used for the Project set forth in the Grantee's Paperwork and in Exhibit A hereto.
- f) Not-for-profit organizations are required to register and prequalify in New York's Statewide Financial System (<https://www.sfs.ny.gov/>) in order to receive Grant funds. The Grantee must have a current, non-expired prequalification application prior to any disbursements of the grant funds.

5. Disbursement

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee, in the manner set forth in Exhibit D, as follows:

- a) Reimbursement: DASNY shall make payment directly to the Grantee in the amount of Eligible Expenses actually incurred and paid for by the Grantee, upon presentation to DASNY of:
 - i. the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;
 - ii. copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor and proof of payment from the Grantee to the contractor and/or vendor in a form acceptable to DASNY; and
- b) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred and paid by the Grantee in connection with the Project described herein; or Payment on Invoice:

- i. DASNY may make payment directly to the Grantee in the amount of Eligible Expenses actually incurred by the Grantee, upon presentation to DASNY of:
 - 1) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;
 - 2) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor in a form acceptable to DASNY evidencing the completion of work; and
 - 3) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred by the Grantee in connection with the Project described herein.
 - ii. The Grantee must deposit all Grant proceeds paid on invoice pursuant to this paragraph 5(b) into the Segregated Account established pursuant to Paragraph 4(d). All Eligible Expenses incurred in connection with the Project to be financed with Grant funds that are to be paid on invoice must be paid out of this account. The account shall not be used for any other purpose and account must be non-interest bearing.
 - iii. The Grantee must provide proof of disbursement of Grant funds to the respective contractor and/or vendor in a form acceptable to DASNY, within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. DASNY will not make any additional disbursements from Grant funds until such time as proof of payment is provided.
 - iv. Utilizing the Grant funds paid to the Grantee pursuant to this section for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent requisitions.
 - v. DASNY may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this contract to reimbursement subject to the terms of Section 5(a).
- c) Real Property Acquisition:
- i. Prior to closing on the sale of the subject real property, DASNY shall be provided with an executed Escrow Instruction Letter, signed by DASNY and an escrow agent approved by DASNY, a title report, the draft deed and any other documents requested by DASNY to justify and support the costs to be paid at the closing from Grant funds.
 - ii. DASNY shall transfer the Grant funds to the escrow agent to hold in escrow pending closing. The Grant funds will be wired to the escrow agent not more than one (1) business day prior to the scheduled closing unless otherwise approved by DASNY.
 - iii. On the day of the closing, the escrow agent shall provide DASNY with copies of the executed deed, a copy of the title insurance policy, the final closing statement setting forth costs to be paid at closing, and copies of any checks

to be drawn against Grant funds.

- iv. Upon DASNY approval, the escrow agent shall disburse the Grant funds as set forth in the documentation described in (iii), above.
- d) Electronic Payments Program: DASNY reserves the right to implement an electronic payment program ("Electronic Payment Program") for all payments to be made to the Grantee thereunder. Prior to implementing an Electronic Payment Program, DASNY shall provide the Grantee written notice one hundred twenty days prior to the effective date of such Electronic Payment Program ("Electronic Payment Effective Date"). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by DASNY. Commencing on or after the Electronic Payment Effective Date the Grantee further acknowledges and agrees that DASNY may withhold any request for payment hereunder, if the Grantee has not complied with DASNY's Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by DASNY.
- e) In no event will DASNY make any payment which would cause DASNY's aggregate disbursements to exceed the Grant amount.
- f) The Grant, or a portion thereof, may be subject to recapture by DASNY as provided in Section 9(c) hereof.

6. Non-Discrimination and Affirmative Action

The Grantee shall make its best effort to comply with DASNY's Non-Discrimination and Affirmative Action policies set forth in Exhibit F to this Agreement.

7. No Liability of DASNY or the State

DASNY shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify, defend, and hold harmless DASNY, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Grant by DASNY to the Grantee or use of the Project in any manner, including in a manner which, if the bonds are issued on a tax-exempt basis, (i) results in the interest on the bonds issued by DASNY the proceeds of which were used to fund the Grant (the "Bonds") to be includable in gross income for federal income tax purposes or (ii) gives rise to an allegation against DASNY by a governmental agency or authority, which DASNY defends that the interest on the Bonds is includable in gross income for federal income tax purposes, other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

8. Warranties and Covenants

The Grantee warrants and covenants that:

- a) The Grant shall be used solely for Eligible Expenses in accordance with the Terms and Conditions of this Agreement.
- b) No materials, if any, purchased with the Grant will be used for any purpose other than the eligible Project costs as identified in Exhibit A.
- c) The Grantee agrees to utilize all funds disbursed in accordance with this Agreement in accordance with the terms of the CREST Program.
- d) The Grantee is solely responsible for all Project costs in excess of the Grant. The Grantee will incur and pay Project costs and submit requisitions for reimbursement in connection with the portion of Project costs to be funded by the Grant as approved by DASNY.
- e) The Grantee has sufficient, secured funding for all Project costs in excess of the Grant, and will complete the Project as described in the Grantee's Paperwork and in this Agreement.
- f) If Grant will reimburse construction, renovation, acquisition of Real Property, or the installation of non-moveable furniture, fixtures, and equipment, the Grantee agrees to use its best efforts to utilize and maintain site control for the Project for substantially the same purpose set forth in this Agreement for the anticipated useful life of the capital asset(s) to be funded by the Grant.
- g) There has been no material adverse change in the financial condition of the Grantee since the date of submission of the Grantee's Paperwork to DASNY.
- h) No part of the Grant will be applied to any expenses paid or payable from any other external funding source, including State or Federal grants, or grants from any other public or private source.
- i) The Grantee owns, leases, or otherwise has control over the site where the Project will be located. If the Project includes vehicle purchase(s), removable equipment, or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, the Grantee has or will develop, implement, and maintain an inventory system for tracking such items, as well as has or will develop, implement, and maintain a usage policy.
- j) In the event the Grantee will utilize the Grant funds to acquire real property, the Grantee must retain title ownership to the real property. If at any time during the term of this Agreement the real property is repurchased by the Seller or otherwise conveyed to any entity other than the Grantee, the Grantee will notify DASNY within 10 business days from the date the contract of sale is executed OR within 10 business days from the date the Grantee initiates or is notified of the intent to transfer ownership of the real property, whichever is earlier. In that event, Grantee hereby agrees to repay to DASNY all Grant funds disbursed pursuant to this Agreement.
- k) The Project to be funded by the Grant will be located in the State of New York. If the Grant will fund all or a portion of the purchase of any type of vehicle, such vehicle will be registered in the State of New York and a copy of the New York State Vehicle Registration documents will be provided to DASNY's Accounts Payable Department at the time of requisition.

- l) Grantee is in compliance with, and shall continue to comply in all material respects, with all applicable laws, rules, regulations and orders affecting the Grantee and the Project including but not limited to maintaining the Grantee's prequalification status in New York's Statewide Financial System (<https://www.sfs.ny.gov/>).
- m) The Grantee has obtained all necessary consents and approvals from the property owner in connection with any work to be undertaken in connection with the Project.
- n) All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and/or filed such documentation, certifications, or other information with the State or County as required in order to lawfully provide such services in the State of New York. In addition, said contractor/vendors shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.
- o) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given or will give anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.
- p) The Grant shall not be used in any manner for any of the following purposes:
 - i. political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
 - ii. Sectarian instruction or study, or as a place of devotional activities or religious worship, or as a facility used primarily in connection with any part of the program of a school or department of divinity for any religious denomination, or the training of ministers or other similar persons in the field of religion, unless as previously disclosed to DASNY as an attachment to Grantee Certification;
 - iii. payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest, including but not limited to an officer or employee directly or indirectly responsible for the preparation or the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest-bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

- iv. payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.
 - v. generation of tax credits or reimbursement of Project costs that have or will cycle through corpus of tax credit structure.
- q) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to DASNY arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of DASNY or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of DASNY or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- r) The information contained in the Grantee's Paperwork in connection with the Project and the Grant, as such may have been amended or supplemented and any supplemental documentation requested by the State or DASNY in connection with the Grant, is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Grantee's Paperwork, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the Grantee's Paperwork, and any supplemental information in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee's Paperwork, supplemental information, or otherwise in connection with the Grant and that the information contained in the Grantee's Paperwork and supplemental information continues on the date hereof to be materially correct and complete.
- s) The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee Questionnaire ("GQ"), attached hereto as Exhibit C, or the Grantee's current prequalification application in New York's Statewide Financial System, and that the responses in the GQ and the document vault continue on the date hereof to be materially correct and complete. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the GQ in making the Grant, and that the Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to DASNY.
- t) The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York, or is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York and shall maintain its corporate existence in good standing in each such jurisdiction for the term of this Agreement, and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;
- u) The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to

determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

- v) The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

9. Default and Remedies

- a) Each of the following shall constitute a default by the Grantee under this Agreement:

- i. Failure to perform or observe any obligation, warranty or covenant of the Grantee contained herein, or the failure by the Grantee to perform the requirements herein to the reasonable satisfaction of DASNY and within the time frames established therefor under this Agreement.
- ii. Failure to comply with any request for information reasonably made by DASNY to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant.
- iii. The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant, including information provided in the Grantee's Paperwork or in any supplemental information that may be requested by the State or DASNY.
- iv. The Grantee shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.
- v. An order of a court having jurisdiction shall be made directing the sale, disposition or distribution of all or substantially all of the property belonging to the Grantee, which order shall remain undismissed or unstayed for an aggregate of thirty (30) days.
- vi. The Grantee abandons the Project prior to its completion.
- vii. The Grantee is found to have falsified or modified any documents submitted in connection with this grant, including but not limited to invoice, contract or payment documents submitted in connection with a Grantee's request for payment/reimbursement.
- viii. Utilizing the Grant funds paid to the Grantee pursuant to Section 5(b) for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition.

- b) Upon the occurrence of a default by the Grantee and written notice by DASNY indicating the nature of the default, DASNY shall have the right to terminate this Agreement.
- c) Upon any such termination, DASNY may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If DASNY determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, DASNY may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. DASNY shall be entitled to exercise any other rights and seek any other remedies provided by law.

10. Term of Agreement

Notwithstanding the provisions of Section 9 hereof, this Agreement shall terminate three (3) years after the latest date set forth on the front page hereof without any further notice to the Grantee. DASNY, in its sole discretion, may extend the term of this Agreement upon a showing by the Grantee that the Project is under construction and is expected to be completed within the succeeding twelve (12) months. All requisitions must be submitted to DASNY in proper form prior to the termination date in order to be reimbursed.

11. Project Audit

DASNY shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for six (6) years following the completion of the Project or earlier termination of this Agreement.

12. Survival of Provisions

The provisions of Sections 3, 7, 8(f), 8(o), 8(p) and 11 shall survive the expiration or earlier termination of this Agreement.

13. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document's cover page.

14. Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

15. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

17. Confidentiality of Information

Any information contained in reports made to DASNY or obtained by DASNY as a result of any audit or examination of Grantee's documents or relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "confidential" by the Grantee that concerns or relates to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses or expenditures, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, which is determined by DASNY to be exempt from public disclosure under the Freedom of Information Law, shall be considered business confidential and is not to be released to anyone, except DASNY and staff directly involved in assisting the Grantee, without prior written authorization from the Grantee, as applicable. Notwithstanding the foregoing, DASNY will not be liable for any information disclosed, in DASNY's sole discretion, pursuant to the Freedom of Information Law, or which DASNY is required to disclose pursuant to legal process.

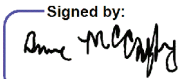
18. Executory Clause

This Agreement shall be deemed executory to the extent of monies available for the CREST Program to DASNY.

People, Inc.
Construction of a Community Lot
Project ID: 27229

This agreement is entered into as of the latest date written below:

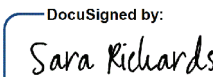
GRANTEE: People, Inc.

Signed by: 
F43C0B37103641A...
(Signature of Grantee Authorized Officer)

Anne McCaffrey President and CEO
(Printed Name and Title)

Date: 4/27/2026

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

DocuSigned by: 
0289CBED95674D5...
(Signature of DASNY Authorized Officer)

Sara Richards Managing Director, Executive Direction
(Printed Name)

Date: 5/7/2026

DASNY OFFICE USE ONLY			
GRANTS ADMIN REVIEW		FINAL LEGAL REVIEW	
APPROVED FOR LEGAL REVIEW:		APPROVED FOR SIGNATURE:	
DATE:	4/28/2026	DATE:	5/5/2026

GRANT DISBURSEMENT AGREEMENT

EXHIBITS

EXHIBIT A	Project Budget
EXHIBIT B	Opinion of Counsel
EXHIBIT C	Grantee Questionnaire
EXHIBIT D	Disbursement Terms
EXHIBIT E	Payment Requisition Form and Dual Certification
EXHIBIT E-1	Payment Requisition Cover Letter
EXHIBIT E-2	Payment Requisition Back-up Summary
EXHIBIT F	Non-Discrimination and Affirmative Action Policy

EXHIBIT A: Project Budget

People, Inc.
Construction of a Community Lot
Project ID: 27229

USE OF FUNDS	TIMELINE		SOURCES			Total
			Anticipated Dates**	DASNY Share	In-Kind / Equity /Sponsor	Other Sources
Project Description*	Start	End		Amount	Amount	Amount
Construction of a Community Lot	04/27/2026	04/30/2028				

* Please note that the project description as set forth in this column must summarize the scope of the Eligible Expenses set forth in the Grantee’s Paperwork as per Section 2(a) of this Agreement for which reimbursement or payment on invoice will be sought. Please ensure that the project description is an appropriate summary of the Eligible Expenses for which grantee will be submitting for requisition. The failure to ensure all Eligible Expenses are consistent with the project description may delay payment.

** Please be sure to complete the anticipated start and end dates in the Project timeline.

EXHIBIT B: Opinion of Counsel

DASNY
General Counsel
515 Broadway
Albany, New York 12207

*Re: Community Resiliency, Economic Sustainability, and Technology Program ("CREST") Grant
Construction of a Community Lot
Project ID: 27229*

Ladies and Gentlemen:

I have acted as counsel to People, Inc. (the "Grantee") in connection with the Project referenced above. In so acting, I have reviewed a certain Grant Disbursement Agreement between you and the Grantee (the "Agreement") and such other documents as I consider necessary to render the opinion expressed hereby.

Based on the foregoing, I am of the opinion that:

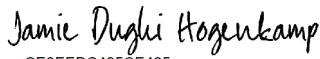
1. the Grantee is duly organized, validly existing and in good standing under the laws of the State of New York; **or**

the Grantee is duly organized and validly existing under the laws of another jurisdiction, and the Grantee is in good standing and authorized to do business in the State of New York;

2. the Grantee has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder; **and**

3. the Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

x By selecting this option and providing my electronic signature, I hereby execute and deliver a validly binding legal opinion in the form of this Exhibit B, just the same as a pen-and-paper signature on a separate document.

Signed by:

CE8EEDC485CE495...

Jamie Dughi Hogenkamp

Barclay Damon LLP

Approved – Legal Opinion attached

***Instructions – Grantee's Attorney will choose appropriate response. If **"Approved as to form"** is checked, the Attorney will DocuSign form. If **"Approved – Legal Opinion attached"** is checked, the Attorney must attach a legal opinion using the language provided in this exhibit.*

EXHIBIT C: Grantee Questionnaire

PLEASE READ THE FOLLOWING:

1) You are acknowledging the following regarding the included Grantee Questionnaire:

- This inserted Grantee Questionnaire is an accurate and true copy of such previously submitted DASNY Grantee Questionnaire.
- The Grantee certifies that there has been no material change in the information provided in the Grantee Questionnaire.



DASNY OFFICE USE ONLY	
GQ Review	
Initial TD	3/5/2026

Grant Programs
Grantee Questionnaire

THIS QUESTIONNAIRE MUST BE COMPLETED IN FULL BEFORE DASNY WILL PROCESS YOUR GRANT APPLICATION. THE COMPLETED QUESTIONNAIRE WILL BE KEPT ON FILE FOR ONE (1) YEAR. THE GRANTEE MUST NOTIFY DASNY, IN WRITING OF ANY CHANGES TO THESE RESPONSES.

SECTION I: GENERAL INFORMATION

1. Grantee (Legally Inc. Name): People, Inc.
2. Federal Employer ID No. (FEIN): 16-0975538
3. D/B/A – Doing Business As (If Applicable):
County Filed: _____
4. Website Address: www.people-inc.org
5. Business E-mail Address: anne.mccaffrey@people-inc.org
6. Principal Place of Business Address: 1219 North Forest Road, Williamsville, NY 14221
7. Telephone Number: 716-817-7434
8. Does the Grantee use, or has it used in the past five (5) years, any other Business Name, FEIN, or d/b/a other than what is listed in questions 1-3 above? Yes No ☒

If “Yes”, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such entity:

9. How many years has this Grantee been in business? 55
10. Authorized Contact

Name: Anne McCaffrey
 Title: President and CEO
 Telephone Number: 716-817-7434
 E-mail: anne.mccaffrey@people-inc.org

11. Type of Business (Please select appropriate response):

- a) Business Corporation
- b) Public Research Institution
- c) Academic Research Institution
- d) Not-for-Profit Research Institution
- e) Not-for-Profit Corporation created on behalf of a Public, Not-for-Profit Private or Academic Research Institution
- f) ☒ Not-for-Profit Corporation Charities Registration Number: 04-00-28
- g) Local Development Corporation or Industrial Development Agency
- h) University / Educational Organization
- i) Other Please Specify: _____

12. Please indicate whether you believe that any of the information supplied herein is confidential and should be exempt from disclosure under the Freedom of Information Law: Yes No ☒

If you checked “**Yes**”, you must identify the information you feel is confidential by listing the question number(s) and providing an explanation regarding the basis for such claim(s).

You may also request that the confidential documentation be reviewed and returned to you and not retained by DASNY. Please be advised, however, that DASNY must comply in all respects with the Freedom of Information Law.

SECTION II: GRANTEE CERTIFICATION AS TO PUBLIC PURPOSE

A. DEFINITIONS

As used herein in this Grant Programs Grantee Questionnaire:

- 1. "Affiliate" means any person or entity that directly or indirectly controls or is controlled by or is under common control or ownership with the Grantee.
- 2. "Authorized officer" is someone who can contractually bind the organization to a legal contract. If you do not know who this is, please consult with your attorney. DASNY will not be able to provide you with this information.
- 3. "Grantee" means the party or parties receiving funds pursuant to the terms of Grant Disbursement Agreement(s) ("GDA") to be entered into between the Grantee and DASNY.
- 4. "Grant-Funded Project" means the work that will be fully or partially paid for with the proceeds of one or more Grants administered by DASNY, as described in the Preliminary Application(s), Project Information Sheet(s) and GDA(s), and includes, but is not limited to, capital costs including architectural, engineering and other preliminary planning costs, construction, furnishings and equipment.
- 5. "Related Party" means: (i) the party's spouse,(ii) natural or adopted descendants or step-children of the party or of the spouse, (iii) any natural or adopted parent or step-parent or any natural, adopted, or step-sibling of the party or of the spouse, (iv) the son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law or mother-in-law of the party or of the spouse, (v) any person sharing the home of any of the party or of the spouse, (vi) any person who has been a staff member, employee, director, officer or agent of the party within two (2) years of the date of this Grantee questionnaire, and (vii) affiliates or subcontractors of the party.
- 6. "Sponsoring Member(s)" means the Elected State Official who sponsored, arranged for and/or procured the Grant.

B. GRANT AWARD(S)

- 1. Has the Grantee or any of the Grantee's Related Parties paid any third party or agent, either Yes No x
directly or indirectly, to aid in the securing of a Grant-Funded Project?
If answer is "Yes", Please explain:

2. As a condition of receiving a Grant, has the Grantee or any of the Grantee's Related Parties agreed to select specific consultants, contractors, suppliers or vendors (collectively 'vendors') to provide goods or services in connection with any Grant- Funded Project? Yes No ☒

If answer is "Yes", Please explain why vendor selection was a condition of receiving a Grant:

3. Does the Grantee have a conflict of interest (COI) policy? Yes ☒ No

- a) If "No" Grantee does not have a COI policy, please explain why Grantee does not have a COI policy and/or what Grantee has in lieu of COI policy.

- b) If "Yes" Grantee does have a COI policy or similar policy as described above, will all consultants, contractors, suppliers and vendors selected to provide goods or services in connection with any Grant-Funded Project be chosen in accordance with the Grantee's COI policy, or if consultants, suppliers and vendors retained in connection with a Grant-Funded Project have already been selected, was the selection undertaken in accordance with the Grantee's COI policy?

Yes ☒ No

If answer is "No" to 3b, Please explain:

4. Does the Sponsoring Member(s) or any Related Parties to Sponsoring Member(s) have any financial interest, direct or indirect, in the Grantee or in any of the Grantee's equity owners, or will the Sponsoring Members or any Related Parties to Sponsoring Members receive any financial benefit, either directly or indirectly, from the Grant-Funded Project(s) funded in whole or in part with Grant proceeds? Yes No ☒

If the answer is "Yes", please provide details:

SECTION III: DUE DILIGENCE QUESTIONS

1. On a **separate document attached hereto**, list all contracts the Grantee has entered into with any New York State Agency, Public Authority, or other quasi-State entity, in the past five (5) years. Please list the name, address and contact person for the contracting entity, as well as the contract effective dates. Also, provide state contract identification number, if known.

X	NA
---	----

2. Within the past five (5) years, has the Grantee, any principal, owner, director, officer, major stockholder (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies), related company or affiliate been the subject of any of the following:

a) A judgment or conviction for any business-related conduct constituting a crime under Federal, State or Local government law?	Yes	No	X
b) Been suspended, debarred or terminated by a Local, State or Federal authority in connection with a contract or contracting process?	Yes	No	X
c) Been denied an award of a Local, State or Federal government contract, had a contract suspended or had a contract terminated for non-responsibility?	Yes	No	X
d) Had a Local, State, or Federal government contract suspended or terminated for cause prior to the completion of the term of the contract?	Yes	No	X
e) A criminal investigation or indictment for any business-related conduct constituting a crime under Federal, State or Local government?	Yes	No	X
f) An investigation for a civil violation for any business-related conduct by any Federal, State or Local agency?	Yes	No	X
g) An unsatisfied judgment, injunction or lien for any business-related conduct obtained by any Federal, State or Local government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any Federal, State or Local government agency?	Yes	No	X
h) A grant of immunity for any business-related conduct constituting a crime under Federal, State or Local law including, but not limited to any crime related to truthfulness and/or business conduct?	Yes	No	X
i) An administrative proceeding or civil action seeking specific performance or restitution in connection with any Federal, State or Local contract or lease?	Yes	No	X

- | | | | |
|---|-----|-------------------------------------|-------------------------------------|
| j) The withdrawal, termination or suspension of any grant or other financial support by any Federal, State, or Local agency, organization or foundation? | Yes | No | ☒ |
| k) A suspension or revocation of any business or professional license held by the Grantee, a current or former principal, director, or officer of the Grantee, or any member of the any current or former staff of the Grantee? | Yes | No | ☒ |
| l) A sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license? | Yes | No | ☒ |
| m) A Federal, State or Local government enforcement determination involving a violation of Federal, State or Local laws? | Yes | No | ☒ |
| n) A citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of: | | | |
| - Federal, State or Local health laws, rules or regulations | Yes | No | ☒ |
| - Unemployment insurance or workers' compensation coverage or claim requirements | Yes | No | ☒ |
| - ERISA (Employee Retirement Income Security Act) | Yes | No | ☒ |
| - Federal, State or Local human rights laws | Yes | No | ☒ |
| - Federal INS (Immigration and Naturalization Service) and Alienage laws, Sherman Act or other Federal anti-trust laws | Yes | No | ☒ |
| - A Federal, State, or Local determination of a willful violation of any public works or labor law or regulation? | Yes | No | ☒ |
| - An occupational safety and health act citation and notification of penalty containing a violation classified as serious or willful? | Yes | ☒ | No |

For each "Yes" answer to questions 2a-n, provide details regarding the finding, including but not limited to cause, current status, resolution, etc.

OSHA Citation - Inspection# 1599402.015 Complaint filed by employee of exposure to COVID-19. OSHA performed an inspection of a People Inc. facility at 4637 Milestrip Road, Buffalo on 6/1/22. OSHA issued a citation with 4 items stating the employer: 1) did not develop and implement a written respirator protection program, 2) did not provide a medical evaluation to determine the employee's ability to use a respirator; 3) employees using tight-fitting face piece respirators were not fit tested prior to initial use and 4) training was not provided prior to requiring employees to use respirator. All citations were resolved and the citation CLOSED on 8/17/22.

3. During the past three (3) years, has the Grantee **failed** to:

- a) File any returns, including, if applicable, Federal form 990, with any Federal, State or Local government entity? Yes No ☒

If “**Yes**”, identify the return that was not filed, the type of form, the year(s) in which the required return was not filed, and the reason why the return was not filed:

- b) Pay any applicable Federal, State, or Local government taxes? Yes No ☒

If “**Yes**”, identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the Grantee failed to pay and the current status of the liability:

- c) File returns or pay New York State unemployment insurance? Yes No ☒

If “**Yes**”, indicate the years the Grantee failed to file/pay the insurance and the current status of the liability:

- d) File documentation requested by any regulating entity set forth in Section III, Question 1 above, with the Attorney General of the State of New York, or with any other Local, State, or Federal entity that has made a formal request for information? Yes No ☒

If “**Yes**”, indicate the years the Grantee failed to file the requested information and the current status of the matter:

4. Have any bankruptcy proceedings been initiated by or against the Grantee, related organizations, entities or its affiliates within the past seven (7) years (whether or not closed) or is any bankruptcy proceeding pending by or against the Grantee, related organizations, entities or its affiliates, regardless of the date of filing? Yes No ☒

If “**Yes**”, indicate if this is applicable to the submitting Grantee or one of its affiliates:

If it is an **affiliate**, related organization or entity, include the affiliate's Name and FEIN:

Provide the court name, address and docket number:

Indicate if the proceedings have been initiated, remain pending or have been closed:

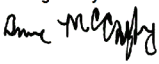
If closed, provide the date closed:

CERTIFICATION

The Grantee certifies that all funds that will be expended pursuant to the terms of a GDA to be entered into between DASNY and the Grantee are to be used solely and directly for the public purpose or public purposes described in the Preliminary Application, Project Information Sheet and GDA. The Grantee further certifies that all such funds will be used solely in the manner described in the Preliminary Application, Project Information Sheet, and GDA. The Grantee further certifies that it will utilize the real property, equipment, furnishings, and other capital costs paid for with Grant proceeds until such time as the Grantee reasonably determines that such real property, equipment, furnishings and other capital costs are no longer reasonably necessary or useful to further the public purpose for which the Grant was made.

The undersigned recognizes that this questionnaire is submitted for the express purpose of inducing DASNY to make payment to the Grantee for services rendered by the undersigned and that DASNY may in its discretion, by means which it may choose, determine the truth and accuracy of all statements made herein. The undersigned further acknowledges that intentional submission of false or misleading information may constitute crimes, including but not limited to, a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 U.S.C. Section 1001; and swears and/or affirms under penalty of perjury that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

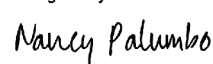
The undersigned also certifies that s/he has not altered the content of the questions in the questionnaire in any manner; has read and understands all of the items contained in the questionnaire and any attached pages; has supplied full and complete and accurate responses to each item therein; is knowledgeable about the submitting Grantee's business and operations; understands that DASNY will rely on the information supplied in this questionnaire when entering into a contract with the Grantee; and is under duty to notify DASNY of any changes to the Grantee's responses herein until such time as the Grant proceeds have been fully paid out to Grantee.

Signed by: 
 F43C0B37103641A...
 Signature of Authorized Officer

Anne McCaffrey
 Printed Name of Authorized Officer

President and CEO
 Title of Authorized Officer

2/13/2026
 Date Signed

Signed by: 
 55BA831C9A1F471...
 Signature of Chair of the Board of Grantee
 (or other Authorized Officer)

Nancy Palumbo
 Printed Name of Chair of the Board of Grantee
 (or other Authorized Officer)

Chief Administrative Officer
 Title of Authorized Officer

2/19/2026
 Date Signed

EXHIBIT D: Disbursement Terms

People, Inc.
Construction of a Community Lot
Project ID: 27229

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee as follows:

Standard Reimbursement

DASNY shall make payment to the Grantee, no more frequently than monthly, based upon Eligible Expenses (as set forth and in accordance with the schedule in Exhibit A) actually incurred by the Grantee, in compliance with Exhibit A and upon presentation to DASNY of the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments, together with such supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were actually incurred by the Grantee in connection with the Project described herein. Payment shall be made by reimbursement, subject to the terms and conditions of Sections 4 and 5(a) of this Agreement; by payment on invoice subject to the terms and conditions of Sections 4 and 5(b) of this Agreement; or, for real property acquisition, subject to the terms and conditions of Sections 4 and 5(c) of this Agreement.

Supporting documentation acceptable to DASNY must be provided prior to payment, including invoices and proof of payment in a form acceptable to DASNY. If the fronts and backs of canceled checks cannot be obtained from the Grantee's financial institution, a copy of the front of the check must be provided, along with a copy of a bank statement clearly showing that payment was made by the Grantee to the contractor. DASNY reserves the right to request additional supporting documentation in connection with requests for payment, including the backs of canceled checks, certifications from contractors or vendors, or other documentation to verify that grant funds are properly expended. *Please note that quotes, proposals, estimates, purchase orders, and other such documentation do NOT qualify as invoices.*

The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

All expenses submitted for reimbursement or payment on invoice must be for work completed at the approved Project location(s) and/or items received at the approved Project location(s) prior to the date of the request for reimbursement/payment. In addition, if funds are requisitioned for the purchase of a vehicle, the New York State Vehicle Registration Documents and title must be submitted along with the requisition forms.

EXHIBIT E: Payment Requisition Form and Dual Certification

People, Inc.
Construction of a Community Lot
Project ID: 27229

For Office Use Only: FMS#: 152217
--

Payment Request #

For work completed between

	/		/	
--	---	--	---	--

 and

	/		/	
--	---	--	---	--

THIS REQUEST:

A: DASNY SHARE*		B: THIS REQUEST	C: TOTAL REQUESTED PRIOR TO THIS REQUEST	D: A-B-C BALANCE
\$				

* Please note that when submitting a requisition for payment, DASNY can only reimburse for capital expenditures for the Project as set forth in Exhibit A of this Agreement. In addition, all capital expenditures are to be both incurred (billed to) and paid for by the named Grantee. Capital expenditures include the costs of acquisition, design, construction, reconstruction, rehabilitation, preservation, development, improvement, modernization and equipping of the approved Project location.

EXHIBIT E: Payment Requisition Form and Dual Certification

DUAL CERTIFICATION

This certification must be signed by two Authorized Officers of People, Inc., for Project #27229. *Note: The two (2) authorized officers providing their signatures cannot be related by blood, marriage, foster arrangement, or adoption, nor do we share a domicile, or share an external interest in a business connection, enterprise, or real property unrelated to Grantee organization.*

We hereby warrant and represent to DASNY that:

- 1. To the best of our knowledge, information and belief, the expenditures described in Payment Requisition Request # _____ attached hereto in the amount of \$ _____ for which People, Inc., is seeking payment and/or reimbursement comply with the requirements of the Agreement between DASNY and People, Inc. (the "Agreement"), are Eligible Expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from DASNY does not duplicate reimbursement or disbursement of costs and/or expenses from any other source.
- 2. The warranties and covenants contained in Section 8 of the Agreement are true and correct as if made on the date hereof.
- 3. The Eligible Expenses for which reimbursement is sought in connection with this requisition were actually incurred by the Grantee named on the cover page of this Agreement, and/or will be paid by the Grantee solely from the Segregated Account established pursuant to paragraph 4(d) of the Grant Disbursement Agreement to the contractor named on the invoices submitted in connection with this requisition and shall not be used for any other purpose.
- 4. All Project costs described in any contractor/vendor invoice submitted pursuant the payment requisition form have been completely and fully performed and/or received on site at the applicable project location prior to the date hereof.
- 5. Proof of disposition of funds from the Segregated Account to the contractor and/or vendors that are being paid on invoice, if any, will be provided to DASNY within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. We understand that in the event that acceptable proof of payment is not provided, DASNY will not make any additional disbursements from Grant funds until such time as such proof of payment is provided.
- 6. We have the authority to submit this requisition on behalf of People, Inc.. All eligible expenses have been incurred within the scope of the project description set forth in the schedule in Exhibit A to this Agreement.
- 7. The following documents are hereby attached for DASNY approval, in support of this requisition, and are accurate images of the original documents **(Please check off all that apply):**
 - ☐ Readable copies of both front and back of canceled checks.
 - ☐ Readable copies of the front of the checks and copies of bank statements showing that the checks have cleared.
 - ☐ Copy of New York State Vehicle Registration and Title documents for all vehicles purchased with Grant funds.
 - ☐ Invoices/receipts for eligible goods/services that have been received/performed at the approved Project location(s) and a completed Exhibit E-2: Payment Requisition Back-up Summary.
 - ☐ Other:

Authorized Officer Signature: _____

Date: _____

Print Name: _____

Title: _____

Authorized Officer Signature: _____

Date: _____

Print Name: _____

Title: _____

EXHIBIT E-I: Payment Requisition Cover Letter

ON GRANTEE'S LETTERHEAD

Date

Attention: Accounts Payable - Grants
DASNY
515 Broadway
Albany, New York 12207

*Re: Community Resiliency, Economic Sustainability, and Technology Program ("CREST") Grant
Construction of a Community Lot
Project No. 27229*

To Whom It May Concern:

Enclosed please find our request for payment/reimbursement. The package includes completed Exhibits E and E-2, including a Dual Certification with original signatures from two authorized officers. I have also included supporting documentation and invoices, as summarized in Exhibit E-2.

Below I have checked off the relevant payment option and completed the required payment information. This information is complete and accurate as of the date of this letter:

1) ☐ We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by check.

OR

2) ☐ We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by wire. The wire instructions for our account are as follows:

BANK NAME: _____ ACCOUNT #:

ACCOUNT NAME: _____ ABA #:

OR

- 3) ☐ We would like to be paid on invoice pursuant to Section 5(b) of the grant disbursement agreement. We have not paid the invoice(s) included in this request. We have established a **segregated account to be used solely for accepting and disbursing funds from DASNY for this grant and for no other purpose.** We have applied industry standard fraud protections to this account, including but not limited to, check positive pay and ACH positive pay. The wire instructions for this account are as follows:

BANK NAME: _____ ACCOUNT #:

ACCOUNT NAME: _____ ABA #:

If any further information is needed, please contact me at (____)_____.

Please sign and return these documents to DASNY at apgrants@dasny.org. Please return them from the Grantee's organizational email address and retain the original copies for production to DASNY if requested. By providing electronic signature(s), the Grantee's designee will be providing validly binding legal documents, just the same as a pen-and-paper signature.

Signature: _____

Print Name: _____

Title: _____

EXHIBIT E-2: Payment Requisition Back-up Summary

People, Inc.
Construction of a Community Lot
Project ID: 27229

Please list below all invoice amounts totaling the amount for which you are seeking reimbursement in this request. Invoices should be organized and total amount requested for reimbursement from grant subtotaled. Please use additional sheets if necessary.

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested:			(Transfer total amount requested to Exhibit E pg. 18 column B)

EXHIBIT F

NON-DISCRIMINATION AND AFFIRMATIVE ACTION POLICY FOR THE PROJECT

It is the policy of the State of New York and DASNY, to comply with all federal, State and local law, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action to ensure that Minority and Women-owned Business Enterprises (M/WBEs), Minorities Group Members and women share in the economic opportunities generated by DASNY's participation in projects or initiatives, and/or the use of DASNY funds.

- 1) The recipient of State funds represents that its equal employment opportunity policy statement incorporates, at a minimum, the policies and practices set forth below:
 - a) Grantee shall (i) not unlawfully discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, (ii) undertake or continue existing programs of affirmative action to ensure that Minority Group Members and women are afforded equal employment opportunities, and (iii) make and document its conscientious and active efforts to employ and utilize M/WBEs, Minority Group Members and women in its workforce on contracts. Such action shall be taken with reference to, but not limited to, solicitations or advertisements for employment, recruitment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - b) At the request of the AAO, the Grantee shall request each employment agency, labor union, or authorized representative of workers with whom it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative does not unlawfully discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Grantee's obligations herein.
- 2) The Grantee is encouraged to include minorities and women in any job opportunities created by the Project; and to solicit and utilize M/WBE firms for any contractual opportunities generated in connection with the Project.
- 3) Grantee represents and warrants that, for the duration of the Agreement, it shall furnish all information and reports required by the AAO and shall permit access to its books and records by DASNY, or its designee, for the purpose of ascertaining compliance with provisions hereof.
- 4) Grantee shall include or cause to be included, paragraphs (1) through (3) herein, in every contract, subcontract or purchase order with a Contracting Party executed in connection with the Project, in such a manner that said provisions shall be binding upon each Contracting Party as to its obligations incurred in connection with the Project.

NON-DISCRIMINATION AND AFFIRMATIVE ACTION DEFINITIONS

Affirmative Action

Shall mean the actions to be undertaken by the Borrower, Grantee and any Contracting Party in connection with any project or initiative to ensure non-discrimination and Minority/Women-owned Business Enterprise and minority/female workforce participation, as set forth in paragraph 2) herein, and developed by DASNY.

Affirmative Action Officer (“AAO”)

Shall mean DASNY’s Affirmative Action Officer or his/her designee, managing the affirmative action program for DASNY.

Contracting Party

Shall mean (i) any contractor, subcontractor, consultant, subconsultant or vendor supplying goods or services, pursuant to a contract or purchase order in excess of \$1,500, in connection with any projects or initiatives funded in whole or in part by DASNY and (ii) **any borrower or Grantee** receiving funds from DASNY pursuant to a loan or Grant document.

Minority Business Enterprise (“MBE”)

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is (i) a least fifty-one percent (51%) owned by one or more Minority Group Members; (ii) an enterprise in which such minority ownership is real, substantial and continuing, (iii) an enterprise in which such minority ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as a minority business.

Minority Group Member

Shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (i) Black persons having origins in any of the Black African racial groups; (ii) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race; (iii) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands; and (iv) Native American or Alaskan native persons having origins in any of the original peoples of North America.

Minority and Women-Owned Business Enterprise Participation

Minority and Women-owned Business Enterprise participation efforts are not limited to the efforts suggested herein, and the role of M/WBE firms should not be restricted to that of a subcontractor/subconsultant. Where applicable, M/WBE firms should be considered for roles as prime contractors. Such efforts may include but not be limited to:

- (a) Dividing the contract work into smaller portions in such a manner as to permit subcontracting to the extent that it is economically and technically feasible to do so;
- (b) Actively and affirmatively soliciting bids from qualified M/WBEs, including circulation of solicitations to Minority and Women’s trade associations;
- (c) Making plans and specifications for prospective work available to M/WBEs in sufficient time for review;

- (d) Utilizing the services and cooperating with those organizations providing technical assistance to the Contracting Party in connection with potential M/WBE participation on DASNY contract;
- (e) Utilizing the resources of DASNY Affirmative Action Unit to identify New York State certified M/WBE firms for the purpose of soliciting bids and subcontracts;
- (f) Encouraging the formation of joint ventures, associations, partnerships, or other similar entities with M/WBE firms, where appropriate, and
- (g) The Contracting Party shall remit payment in a timely fashion.

Women-owned Business Enterprise ("WBE")

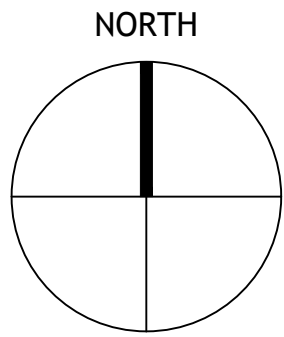
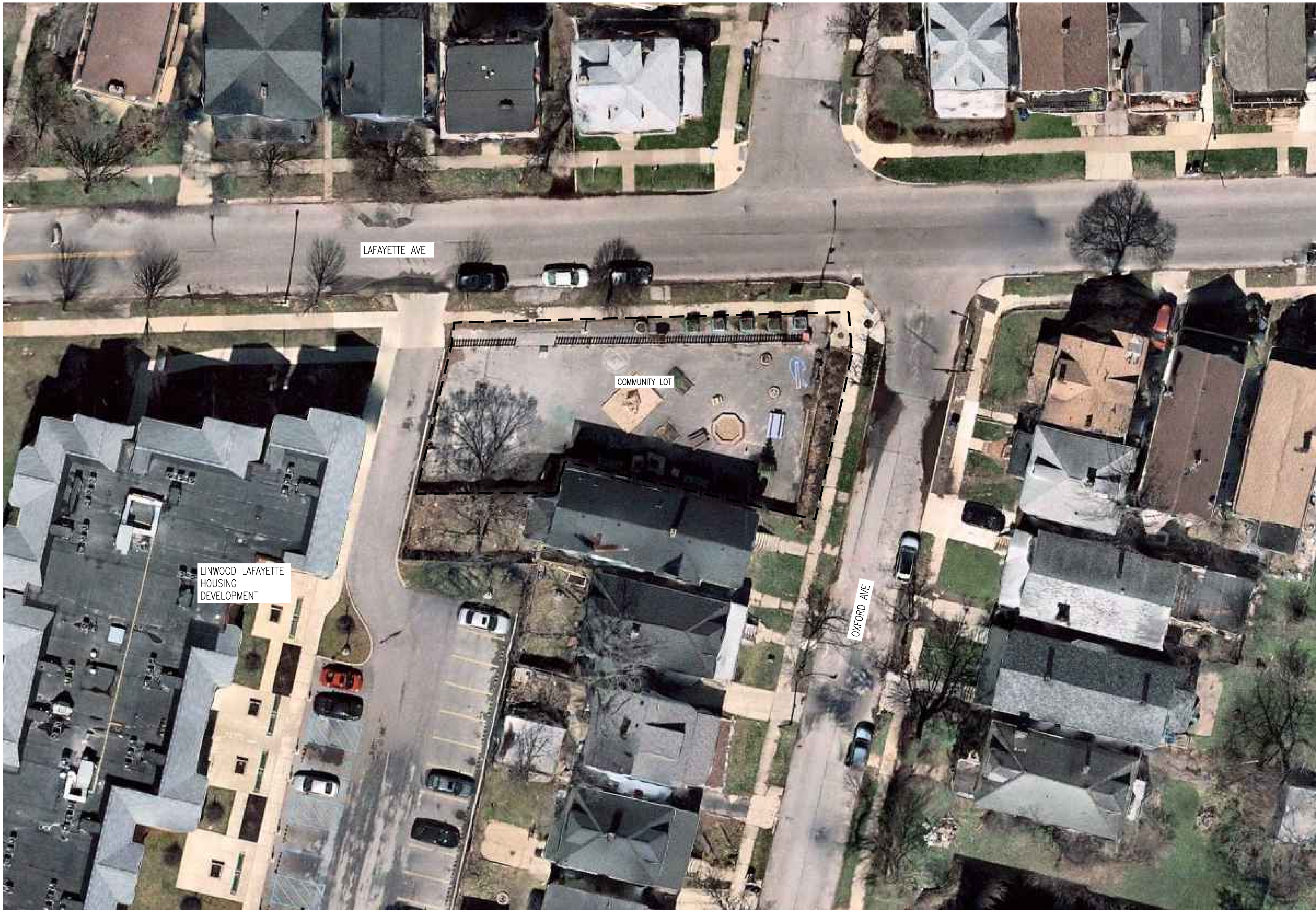
Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (i) at least fifty-one percent (51%) owned by one or more citizens or permanent resident aliens who are women; (ii) an enterprise in which the ownership interest of such women is real, substantial and continuing, (iii) an enterprise in which such women ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as woman-owned.

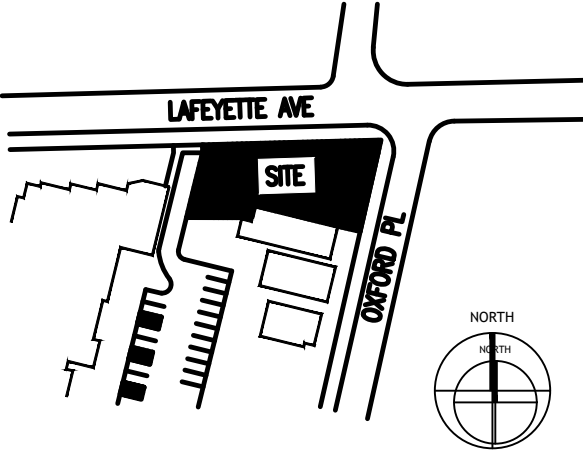
APPENDIX 3

PROJECT PLANS AND DETAILS

OXFORD COMMUNITY LOT

PLAYGROUND AND LANDSCAPE



Project:	
OXFORD COMMUNITY LOT	
BUFFALO NEW YORK	
Client:	
911 Lafayette Ave, Buffalo, NY 14209	
Prepared by:	
MNLA Mathew Nielsen Landscape Architects, P.C. 120 Broadway, FID40 New York, NY 10021 (212) 431-3808 mnlandscape.com	
	
Seal:	
Submissions:	
Date:	Type:
Project Phase:	
100% CONSTRUCTION DOCUMENTATION FOR BID	
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Scale:	Date:
AS NOTED	JULY 8, 2026
Drawn By:	Sheet No:
MNLA	01 OF 15
Checked By:	Drawing No:
MNLA	
MNLA Project No:	
23-121	L-000

GENERAL NOTES

1. ALL WORK PERMITS, AND ASSOCIATED FEES, WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. WORK PERMITS WILL BE REQUIRED FROM THE CITY OF BUFFALO FOR ALL CONSTRUCTION ACTIVITIES CONDUCTED WITHIN THE RIGHT OF WAY FOR EAST AMHERST STREET. NO WORK MAY COMMENCE WITHIN A PUBLIC RIGHT OF WAY WITHOUT AN AUTHORIZED WORK PERMIT AND ANY ADDITIONAL REQUIREMENTS ACCOMPANIED WITH THE WORK PERMIT.
2. OTHER WORK PERMITS/REVIEWS FROM THE CITY OF BUFFALO MAY APPLY AND WILL BE THE RESPONSIBILITY OF THE CONTRACTOR ALONG WITH ANY ASSOCIATED FEES, INCLUDING BUT NOT LIMITED TO: PROJECT REGISTRATION WITH THE CITY OF BUFFALO PERMITS AND INSPECTIONS DEPARTMENT (ePERMIT) AND UTILITY TAPPING PERMIT FROM THE BUFFALO SEWER AUTHORITY. PROJECT ENGINEER HAS COORDINATED PRELIMINARY REVIEWS WITH THE CITY OF BUFFALO DURING DESIGN TO ENSURE PROJECT COMPLIANCE AND ACCEPTANCE FOR THE STORM/SEWER CONNECTION ON EAST AMHERST ST. AND ALL OTHER PROPOSED PRIVATE SITE WORK. THESE REVIEWS WERE FOR PRELIMINARY COORDINATION ONLY AND NOT TO BE CONSTRUED AS FORMALLY COMPLETED/FILED.
3. IF SIGNS OF CONTAMINATION ARE ENCOUNTERED DURING EXCAVATION, IMMEDIATELY STOP WORK AND NOTIFY THE OWNER'S REPRESENTATIVE. SIGNS OF CONTAMINATION INCLUDE, BUT ARE NOT LIMITED TO: ODOR, OILY SHEEN, SLUDGE, SOIL STAINING, AND UNUSUAL FILL MATERIAL. THE NYSDEC MUST BE CONTACTED BY THE OWNER'S REPRESENTATIVE IF PETROLEUM CONTAMINATED SOIL IS ENCOUNTERED ONSITE DURING CONSTRUCTION.

REMOVALS NOTES

1. CLEAR AND GRUB EXISTING VEGETATION NECESSARY TO INSTALL THE WORK OF THIS CONTRACT. REMOVE ALL PORTIONS OF THE PLANTS TO A MINIMUM DEPTH OF 12" BELOW FINISH GRADE IN THE LAWN AREAS. COMPLETELY REMOVE ALL ABOVE AND BELOW GROUND PORTIONS OF PLANTS IN AREAS TO BE COVERED WITH BUILDINGS AND OTHER STRUCTURES, PAVEMENTS, AND PLANTING BEDS. REMOVE TREES INDICATED FOR REMOVAL IN THE ENTIRETY.
2. PROTECT EXISTING TREES WHICH ARE TO BE PRESERVED FROM ROOT, TRUNK, AND LIMB DAMAGE. RESTRICT VEHICULAR TRAFFIC TO AREAS OUTSIDE THE CRITICAL ROOT ZONE OF TREES. PREVENT COMPACTION OF SOIL WITHIN CRITICAL ROOT ZONE OF TREES AND SURROUNDING SHRUBS.
3. SAWCUTTING IS REQUIRED FOR TRENCHES, SIDEWALK, AND PAVEMENT REMOVALS OR OTHER EXCAVATION WORK WITHIN PAVED AREAS. SAWCUT NEAT, STRAIGHT, EDGE PRIOR TO INSTALLING NEW PAVING. AT CONCRETE SIDEWALKS, SAWCUT AND REMOVE AT NEAREST SCORE JOINT.
4. ALL SITE ELEMENTS DESIGNATED FOR REMOVAL MUST BE REMOVED AND DISPOSED OFF SITE, UNLESS OTHERWISE NOTED IN THE CONTRACT PLANS OR SPECIFICATIONS. ALL SITE ELEMENTS NOT DESIGNATED FOR REMOVAL, SHALL BE PROTECTED AT ALL TIMES. ANY SITE, UTILITY, OR STRUCTURAL DAMAGES DURING THE COURSE OF CONSTRUCTION, SHALL BE FURNISHED AND REPLACED IN KIND, AT THE EXPENSE OF THE CONTRACTOR.
5. WHEN ADJACENT ASPHALT, CONCRETE, OR PAVING STONE AREAS ARE DISTURBED AS PART OF THE CONSTRUCTION, REPLACE THE DAMAGED OR EXCAVATED AREA. SAWCUT THE PERIMETER OF THE DISTURBED AREA FULL DEPTH SO THAT LINES ARE STRAIGHT AND TRUE.

STAGING AND WORK ZONE CONTROL NOTES

1. ENSURE THAT CONDITIONS SURROUNDING THE WORK AREA ARE ADEQUATE FOR PUBLIC SAFETY AT ALL TIMES. IMMEDIATELY REPORT THE PRESENCE OF ANY UNSAFE CONDITIONS TO THE OWNER'S REPRESENTATIVE .
2. NOTIFY LOCAL LAW ENFORCEMENT AND EMERGENCY SERVICES OF CHANGES TO THE TRAFFIC (VEHICULAR AND/OR PEDESTRIAN) PATTERNS AND ANY OTHER COORDINATION THEY REQUIRE.
3. MAINTAIN A SAFE TRAVEL WAY FOR PEDESTRIANS AROUND ALL WORK AREAS. KEEP ALL WORK AREAS, EITHER ACTIVE OR INACTIVE, INACCESSIBLE TO THE PUBLIC AT ALL TIMES BY MEANS ACCEPTABLE TO THE OWNER'S REPRESENTATIVE .
4. COORDINATE TRAFFIC CONTROL MEASURES AND WORK SCHEDULE FOR ANY WORK WITHIN A PUBLIC RIGHT-OF-WAY WITH CITY OF BUFFALO DPW.
5. MAINTENANCE AND PROTECTION OF TRAFFIC MUST COMPLY WITH THE FEDERAL AND NEW YORK STATE DEPARTMENT OF TRANSPORTATION'S MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, SECTION 619 OF THE CURRENT NYS DOT STANDARD SPECIFICATIONS, THESE PLANS, AND AS ORDERED BY THE CITY OF BUFFALO DPW.
6. VEHICLES AND/OR EQUIPMENT BELONGING TO THE CONTRACTOR OR THEIR WORKERS MAY NOT BE PARKED ON THE PAVEMENT OR SHOULDER ALONG A ROADWAY BEING USED BY THE GENERAL PUBLIC. NO MATERIAL MAY BE PLACED ON THE SHOULDER OR WITHIN THE CLEAR ROADSIDE AREA. CONSTRUCTION EQUIPMENT, MATERIALS, AND/OR VEHICLES STORED DURING NON-WORKING HOURS OR OVERNIGHT MUST BE LEFT IN A SECURED LOCATION.

EARTHWORK & SITE RESTORATION NOTES

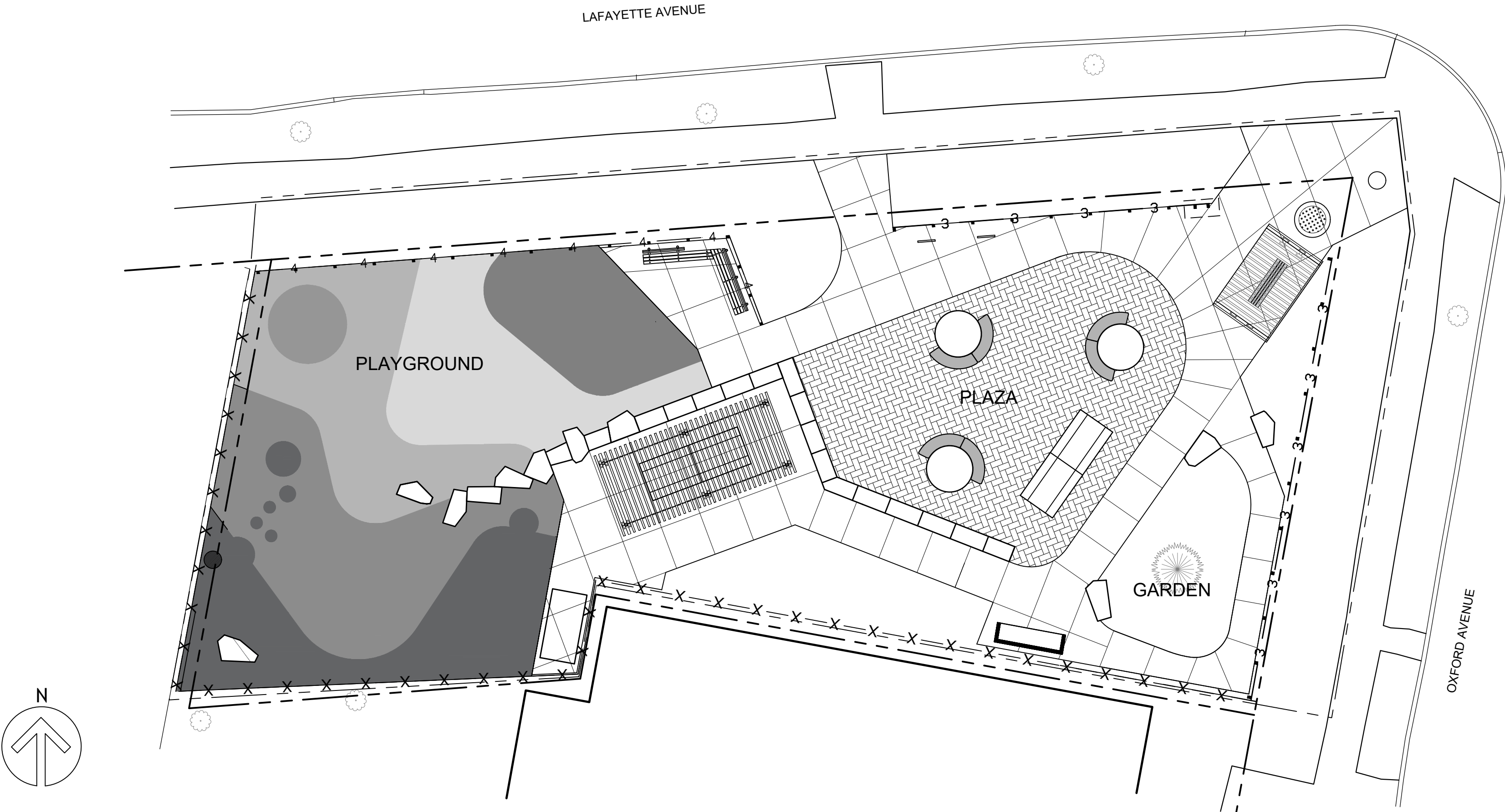
1. IF GROUNDWATER IS ENCOUNTERED, DEWATERING MUST BE MAINTAINED IN EXCAVATED AREAS UNTIL ALL EXCAVATIONS ARE BACKFILLED AND HAVE POSITIVE SURFACE DRAINAGE.
2. SOIL SUBBASES SHOULD NOT BE ALLOWED TO POOL STANDING WATER OR BECOME SATURATED, FROZEN, OR DISTURBED.
3. PERFORM WORK IN COMPLIANCE WITH TITLE 29, CODE OF FEDERAL REGULATIONS, PART 1926, SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION (O.S.H.A.). IN TRENCH EXCAVATIONS, LAY THE SIDES SLOPES BACK TO A PERMITTED SLOPE (IF ADEQUATE SPACE IS AVAILABLE), USE A TRENCH SHIELD, OR PROVIDE SHEETING, SHORING, AND BRACING. INCLUDE COSTS FOR TRENCH AND STRUCTURE EXCAVATION PROTECTION IN THE BID.
4. RESTORE DISTURBED AREAS WITH TOPSOIL (4" MINIMUM), HYDROSEEDING, MULCHING, AND WATERING UNLESS OTHERWISE STATED ON THE DRAWINGS.
5. THE CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF LAWN SURFACES WITHIN THE CONTRACT LIMITS FOR THE DURATION OF THE CONSTRUCTION. MAINTAIN GRASS AT HEIGHTS BETWEEN 3 AND 3-1/2 INCHES ON A WEEKLY BASIS UNTIL THE FINAL ACCEPTANCE OF THE WORK.
6. DESIGNATE AN AREA AS APPROVED BY THE OWNER'S REPRESENTATIVE FOR TEMPORARY TOPSOIL STOCKPILING. KEEP SEPARATE FROM OTHER MATERIAL STOCKPILES. REMOVE FROM THE SITE AND DISPOSE OF STOCKPILED TOPSOIL THAT WILL NOT BE REUSED. REMOVE AND DISPOSE OF ANY UNSUITABLE SOIL MATERIAL.
7. RESTORE EXCAVATIONS AND DISTURBED AREAS TO THE PROPOSED CONDITIONS SHOWN ON THE DRAWINGS AND PROJECT SPECIFICATIONS. THIS INCLUDES CONSTRUCTION ACCESS ROUTES, STAGING AREAS, AND DESIGNATED CONTRACT WORK AREAS.
8. PROVIDE ROUNDING AT TOP OF CUTS AND TOE OF FILLS WHEREVER POSSIBLE TO BLEND NEW CONTOURS TO EXISTING.
9. ALL AREA WITHIN GRADING CONTRACT LIMITS IS TO BE TOPSOILED AND SEEDED PER SPECIFICATIONS.

UTILITY NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY REQUIRED UTILITY PERMITS FROM THE UTILITY PROVIDER FOR CONNECTION TO PUBLIC UTILITIES PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATIONS AND/OR ELEVATIONS OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE.
3. CALL THE UNDERGROUND FACILITIES PROTECTION ORGANIZATION (UFPO) AT LEAST (7) FULL WORKING DAYS BEFORE ANY EXCAVATION (800) 962-7962. THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING UTILITY COMPANIES THAT ARE NOT A MEMBER OF THE "DIG SAFELY NEW YORK" PROGRAM.
4. VERIFY UTILITY LOCATIONS, DIMENSIONS, AND ELEVATIONS PRIOR TO COMMENCING WORK AND NOTIFY THE PROJECT ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.
5. TAKE PRECAUTIONS NECESSARY TO PRESERVE THE INTEGRITY OF EXISTING UTILITIES TO REMAIN AND PROVIDE UNINTERRUPTED SERVICE TO ALL USERS OF THE EXISTING UTILITIES. PROTECT EXISTING UTILITIES TO REMAIN FROM DAMAGE BY EQUIPMENT PASSING OVER THEM. SUPPORT AND PROTECT EXISTING UTILITIES TO REMAIN IN EXCAVATIONS. USE SUITABLE VIBRATORY EQUIPMENT AND CONSTRUCTION PROCEDURES TO AVOID DISTURBANCE OR BREAKAGE OF THE EXISTING UTILITIES. CONTRACTOR TO REPAIR UTILITIES DAMAGED BY CONTRACTOR AT CONTRACTOR'S OWN COST.
6. NOTIFY THE OWNER'S REPRESENTATIVE 72 HOURS PRIOR TO PROPOSED UTILITY SHUTDOWN TO ALLOW TIME TO COORDINATE.
7. ADJUST OR REPLACE EXISTING WATER VALVES, GAS VALVES, STEAM, ELECTRIC, TELECOMMUNICATIONS, SANITARY SEWER, AND STORM MANHOLES AND/OR COVERS LOCATED WITHIN THE LIMIT OF CONTRACT AS REQUIRED TO MEET THE PROPOSED FINISH GRADE. FURNISH ALL MATERIALS AND LABOR TO ACCOMPLISH, AT NO ADDITIONAL COST TO THE CONTRACTOR

LAYOUT NOTES

1. UNLESS OTHERWISE NOTED ALL DIMENSIONS SHOWN ARE FROM FACE OF CURB.
2. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO THE START OF WORK. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT FOR CLARIFICATION OR RESOLUTION PRIOR TO THE START OF SITE CONSTRUCTION.
3. THE LAYOUT OF CURVILINEAR OR RADIAL CURBS, WALKWAY EDGES, PAVING JOINTS AND PAINTED LINES SHALL BE SMOOTH AND WITH EVEN TRANSITIONS TO STRAIGHT EDGES WITHOUT KINKS OR JOGS.
4. ALL CONCRETE PAVEMENT JOINTS SHALL BE LAID OUT PARALLEL OR PERPENDICULAR TO THE EXISTING OR PROPOSED CURBS. CONCRETE PAVEMENT AREAS SHALL NOT EXCEED 400 SQUARE FEET WITHOUT EXPANSION JOINTS. CONTROL JOINTS SHALL BE LAID OUT IN AN EVEN GRID PATTERN NOT EXCEEDING 5 FEET ON CENTER.
5. ALL PROPOSED SIDEWALK AND ROADWAY PAVING WORK SHALL MEET THE EXISTING LINE AND GRADE OF ADJACENT PAVEMENT AREAS TO REMAIN WITHOUT TRIP HAZARDS OR PONDING OF WATER.
6. STAKE OR FLAG ALL SITE ELEMENTS TO BE CONSTRUCTED IN THE FIELD FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
7. ANY ALTERATIONS TO THIS DESIGN THAT ARE MADE IN THE FIELD DURING CONSTRUCTION SHALL BE PROMPTLY REPORTED TO THE LANDSCAPE ARCHITECT FOR APPROVAL.
8. EXISTING DRAINS/MANHOLE GRATES/VALVE COVERS, ETC. SHALL BE ADJUSTED AS NECESSARY IN AREAS WHERE NEW/RESURFACED PAVEMENTS ARE TO BE INSTALLED. SQUARE AND RECTANGULAR GRATES SHALL BE ALIGNED WITH ADJACENT CURBS, WALLS, BUILDINGS, ETC.
9. CONCRETE SYMBOLS ARE ONLY GRAPHIC REPRESENTATIONS. SCORE LINES SHALL BE PARALLEL AND PERPENDICULAR TO ADJACENT EXISTING SCORE LINES, CURBS OR WALLS.
10. DRAWINGS ARE NOT TO BE SCALED. USE DIMENSIONS ONLY. ALL DIMENSIONS ON THE DRAWINGS MUST BE VERIFIED AT THE SITE BY THE CONTRACTOR BEFORE ORDERING ANY MATERIAL OR DOING ANY WORK. ANY DISCREPANCIES IN THE DRAWING AND SPECIFICATIONS SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT. NO CHANGE IN DRAWINGS OR SPECIFICATIONS IS PERMISSIBLE WITHOUT WRITTEN CONSENT OF THE LANDSCAPE ARCHITECT.



Project:

OXFORD
COMMUNITY LOT

BUFFALO NEW YORK

Client:

911 Lafayette Ave,
Buffalo, NY 14209

Prepared by:



Seal:

Submissions:

Date: Type:

Project Phase:

100% CONSTRUCTION DOCUMENTATION
FOR BID

Drawing Title:

KEY PLAN AND GENERAL NOTES

Scale:

AS NOTED

Date:

JULY 8, 2026

Drawn By:

MNLA

Sheet No:

02 OF 16

Checked By:

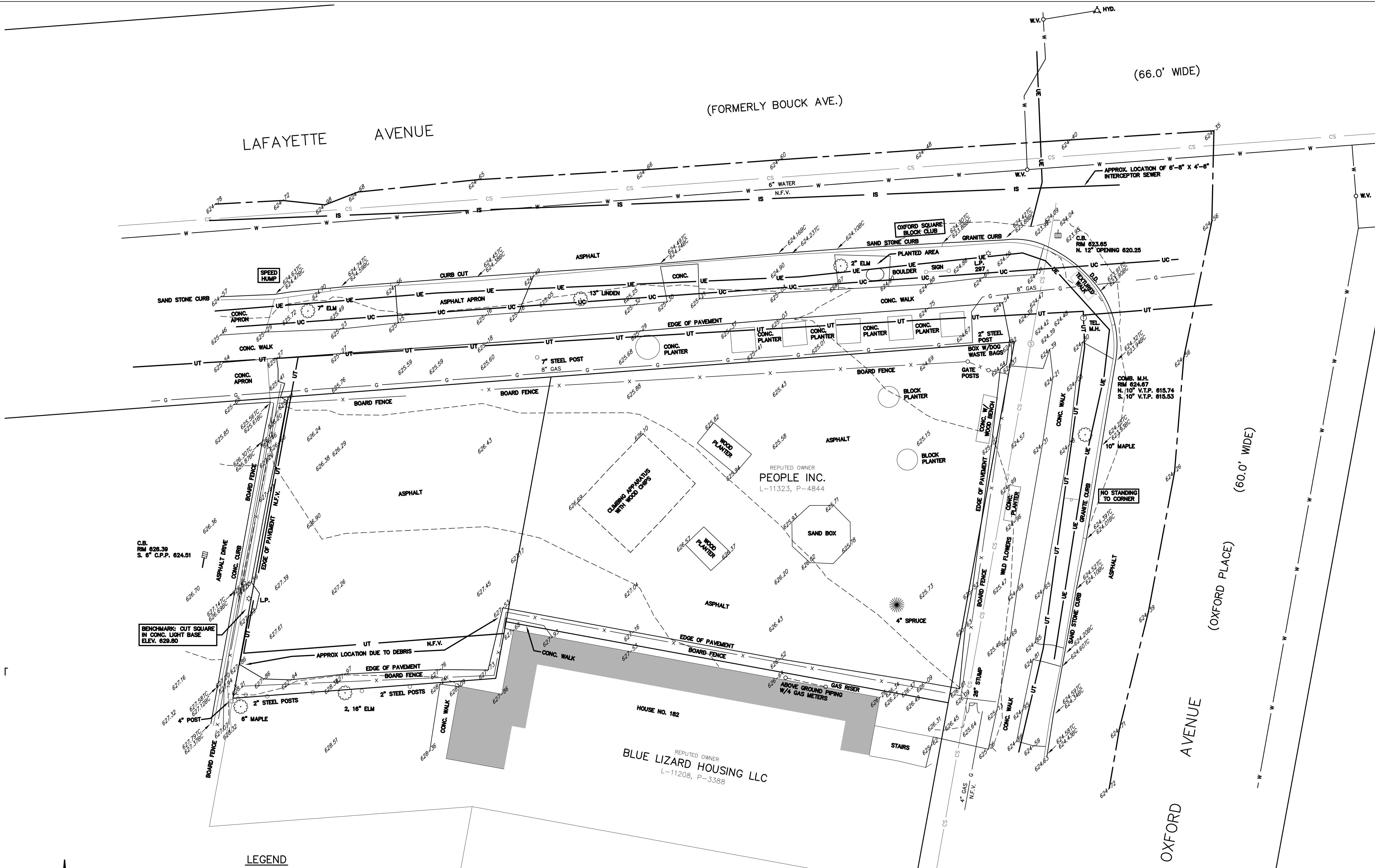
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MNLA Project No:

23-121

L-001



- LEGEND**
- UC UNDERGROUND CABLE
 - IS INTERCEPTOR SEWER
 - UE UNDERGROUND ELECTRIC
 - UT UNDERGROUND TELEPHONE
 - UC UNDERGROUND COMMUNICATIONS
 - CS SANITARY SEWER
 - ST STORM SEWER
 - W WATER
 - G GAS
 - X FENCE
 - ☆ L.P. LIGHT POLE
 - ☐ C.B. CATCH BASIN
 - ⊙ COMB. M.H. COMBINATION MANHOLE
 - △ HYD. HYDRANT
 - ⊙ TEL. M.H. TELEPHONE MANHOLE
 - SIGN
 - N.F.V. NOT FIELD VERIFIED
 - CURB WITH ELEVATIONS

Project:

OXFORD COMMUNITY LOT

BUFFALO NEW YORK

Client:

911 Lafayette Ave,
Buffalo, NY 14209

Prepared by:

MNLA Mathews Nielsen
Landscape Architects, P.C.
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(212) 431-3809
mnla@mnla.com

Seal:

Submissions:

Date: Type:

Project Phase:

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FOR BID

Drawing Title:

EXISTING CONDITIONS PLAN

Scale: 1/8" = 1'-0"

Date: JULY 8, 2026

Drawn By: MNLA

Sheet No: 3 OF 16

Checked By: MNLA

Drawing No: L-002

MNLA Project No: 23-121

Project:

OXFORD COMMUNITY LOT

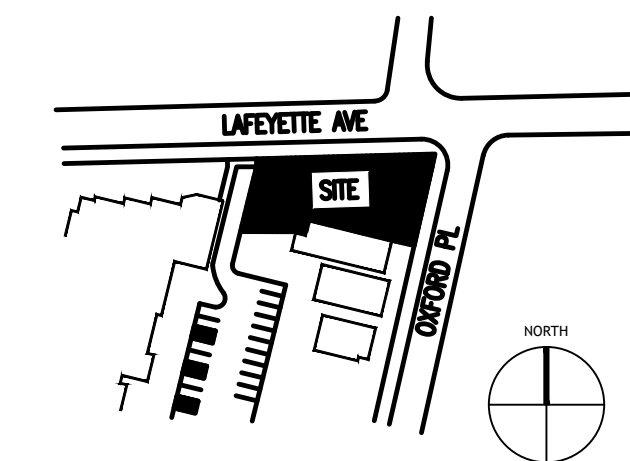
BUFFALO NEW YORK

Client:

911 Lafayette Ave,
Buffalo, NY 14209

Prepared by:

MNLA Matthew Nielsen
Landscape Architects, P.C.
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New York, NY 10021
(212) 431-3808
mnielsen@mnla.com



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Submissions:

Date: Type:

Project Phase:

100% CONSTRUCTION DOCUMENTATION
FOR BID

Drawing Title:

REMOVALS PLAN

Scale:
AS NOTED

Date:
JULY 8, 2026

Drawn By:
MNLA

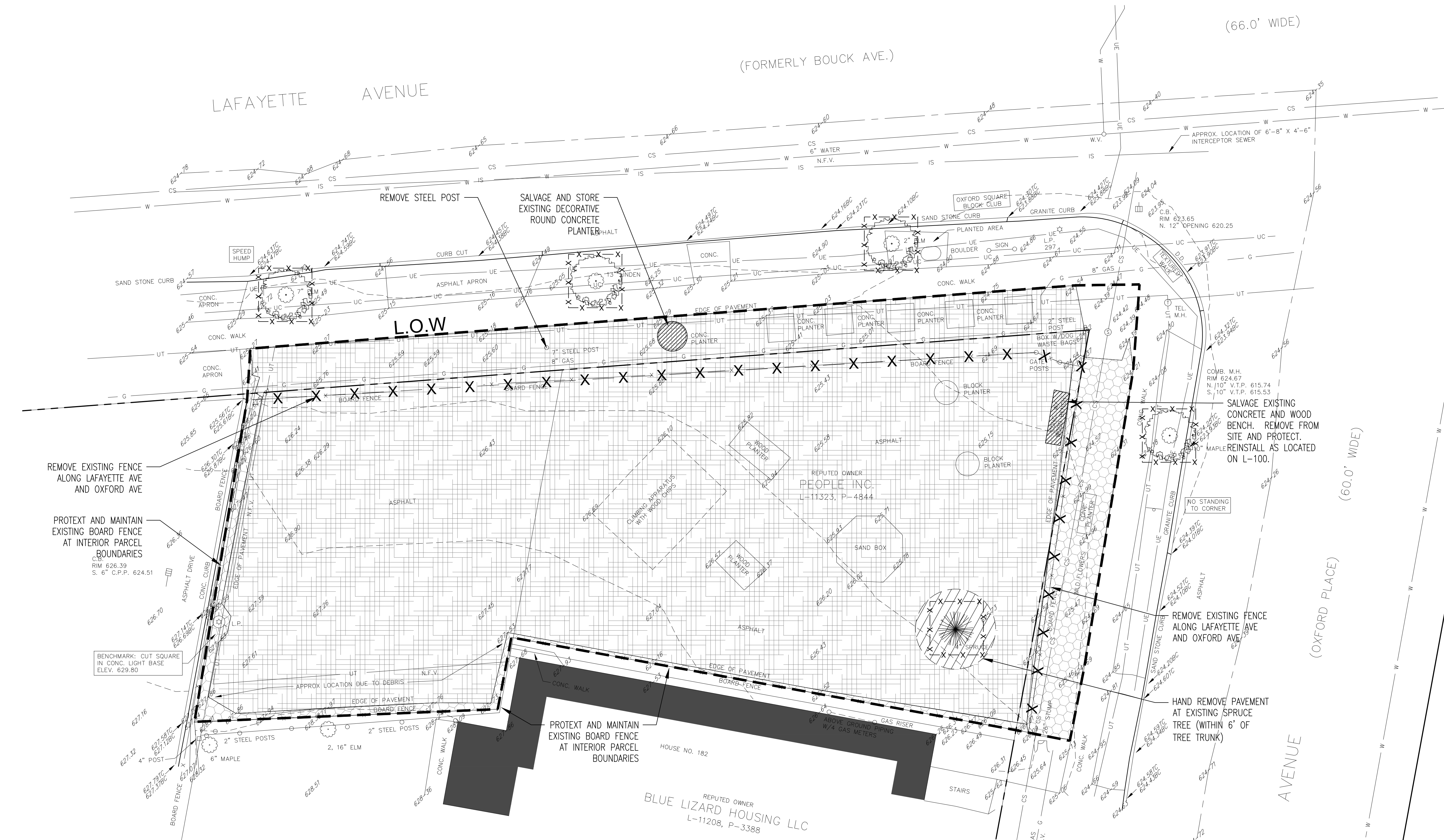
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4 OF 16

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MNLA

Drawing No:

MNLA Project No:
23-121

L-003



LEGEND

L.O.W

--- LIMIT OF WORK

--- PROPERTY LINE

---X---X---X--- EXISTING FENCE TO BE REMOVED

EXISTING HARDSCAPE AREA
TO BE REMOVED.

EXISTING PLANTED AREA
TO BE CLEARED AND GRUBBED.

EXISTING HARDSCAPE TO BE REMOVED
WITHIN CRITICAL ROOT ZONE

EXISTING TREE TO REMAIN

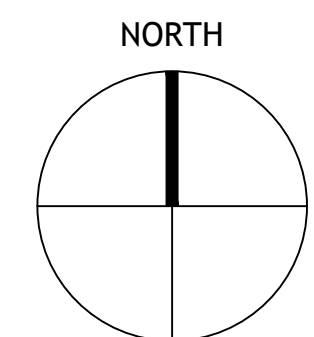
EXISTING TREE TO BE PROTECTED
CRITICAL ROOT ZONE PROTECTION
FENCING.

SURVEY TREE SYMBOL

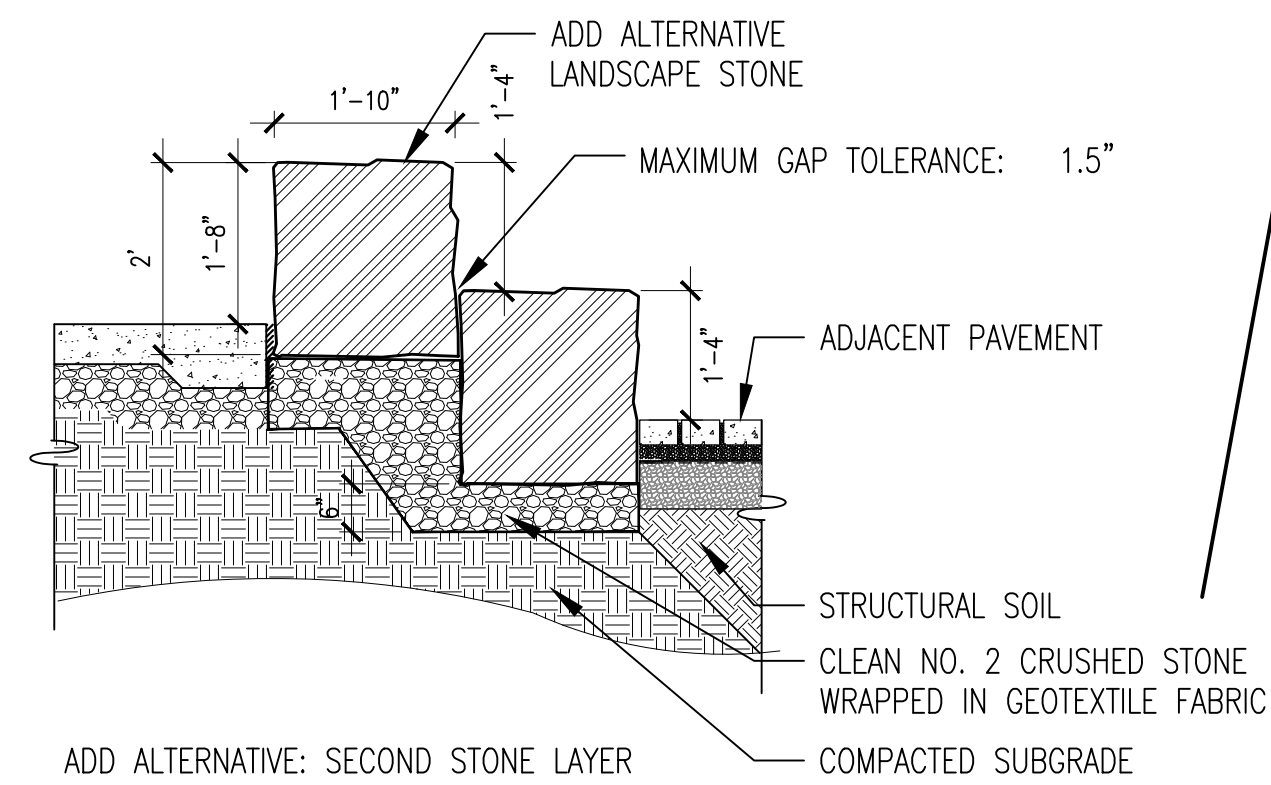
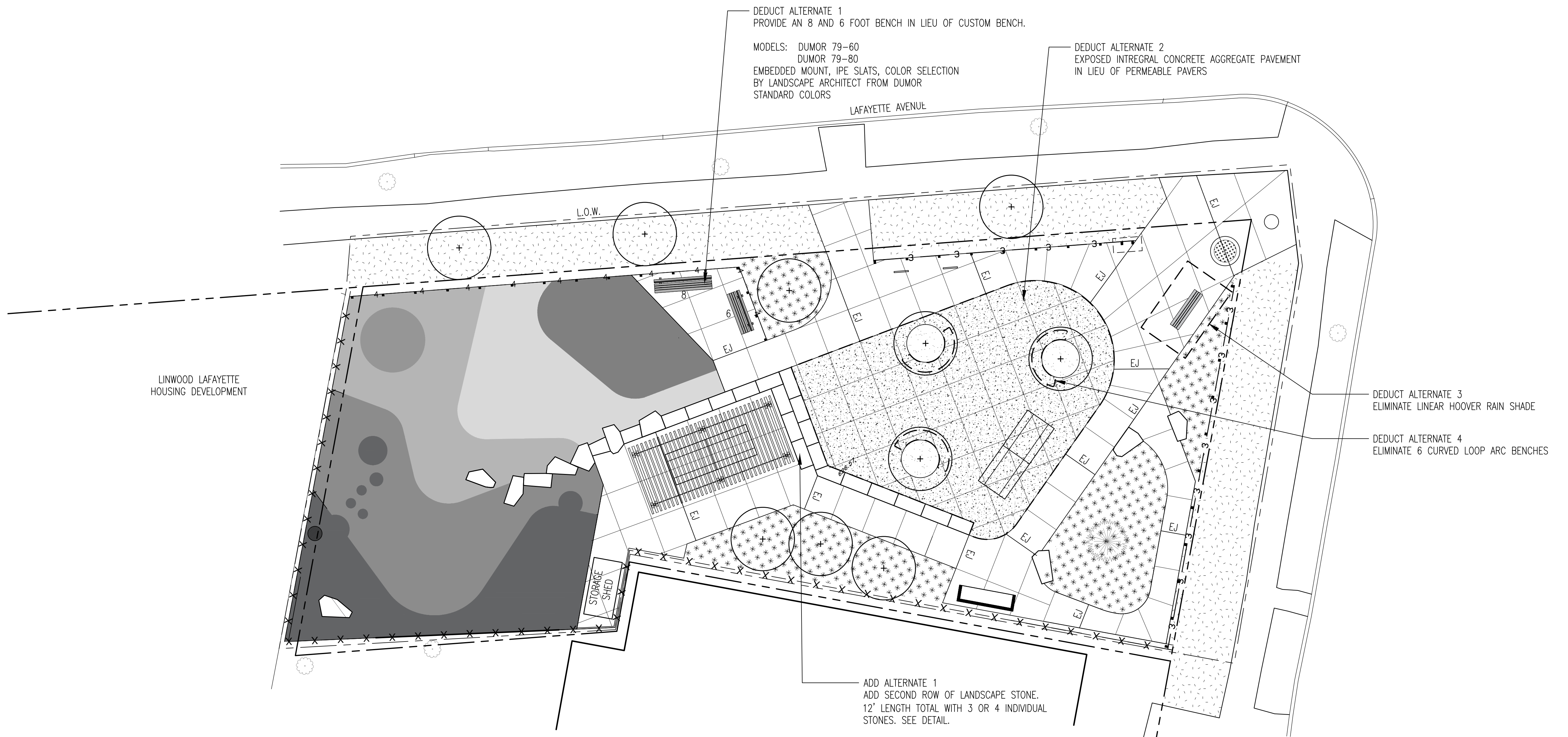
TREE GUARD.

ALL STREET TREES TO BE PROTECTED (4)

PROTECT ALL EXISTING
LIGHT POLES



Jul 08, 2026 - 11:55pm MA-103-101 Oxford Community Lot (09-memo)-1-101 ALTERNATES PLAN.dwg



LEGEND			
L.O.W.	EXISTING FENCE TO REMAIN		EXISTING TREES
X-X	EXISTING FENCE TO REMAIN		KOMPAN LOOP ARC BENCH
4'-4'	4' HIGH CEDAR PLAYGROUND FENCE		SEEDED LAWN
3'-3'	3' HIGH CEDAR PERIMETER FENCE		SHRUB AND PERENNIAL PLANTING
EJ	EXPANSION JOINT		PLAYGROUND SURFACE
+	PROPOSED TREE, TYP.		EXPOSED INTEGRAL CONCRETE AGGREGATE PAVEMENT
			BIKE RACK
			PICNIC TABLE
			SALVAGED AND RELOCATED BACKED BENCH
			BACKED BENCH (LENGTH IDENTIFICATION)
			BACKLESS BENCH

Project:

OXFORD COMMUNITY LOT

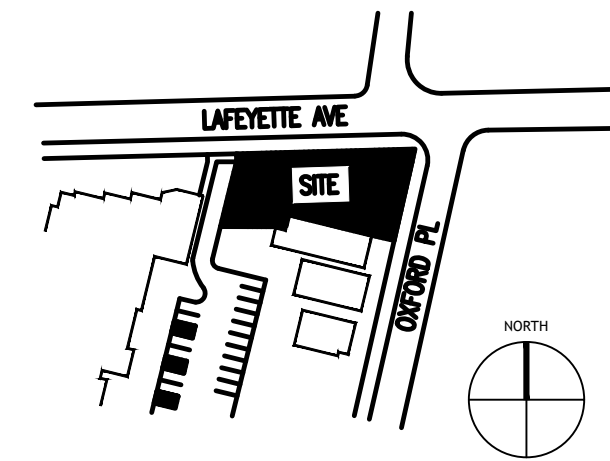
BUFFALO NEW YORK

Client:

911 Lafayette Ave,
Buffalo, NY 14209

Prepared by:

MNLA
Mathew Nielsen
Landscape Architects, P.C.
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New York, NY 10021
(212) 431-3808
mnlandscape.com



Seal:

Submissions:

Date: Type:

Project Phase:

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Drawing Title:

ALTERNATES PLAN

Scale:

AS NOTED

Date:

JULY 8, 2026

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MNLA

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6 OF 16

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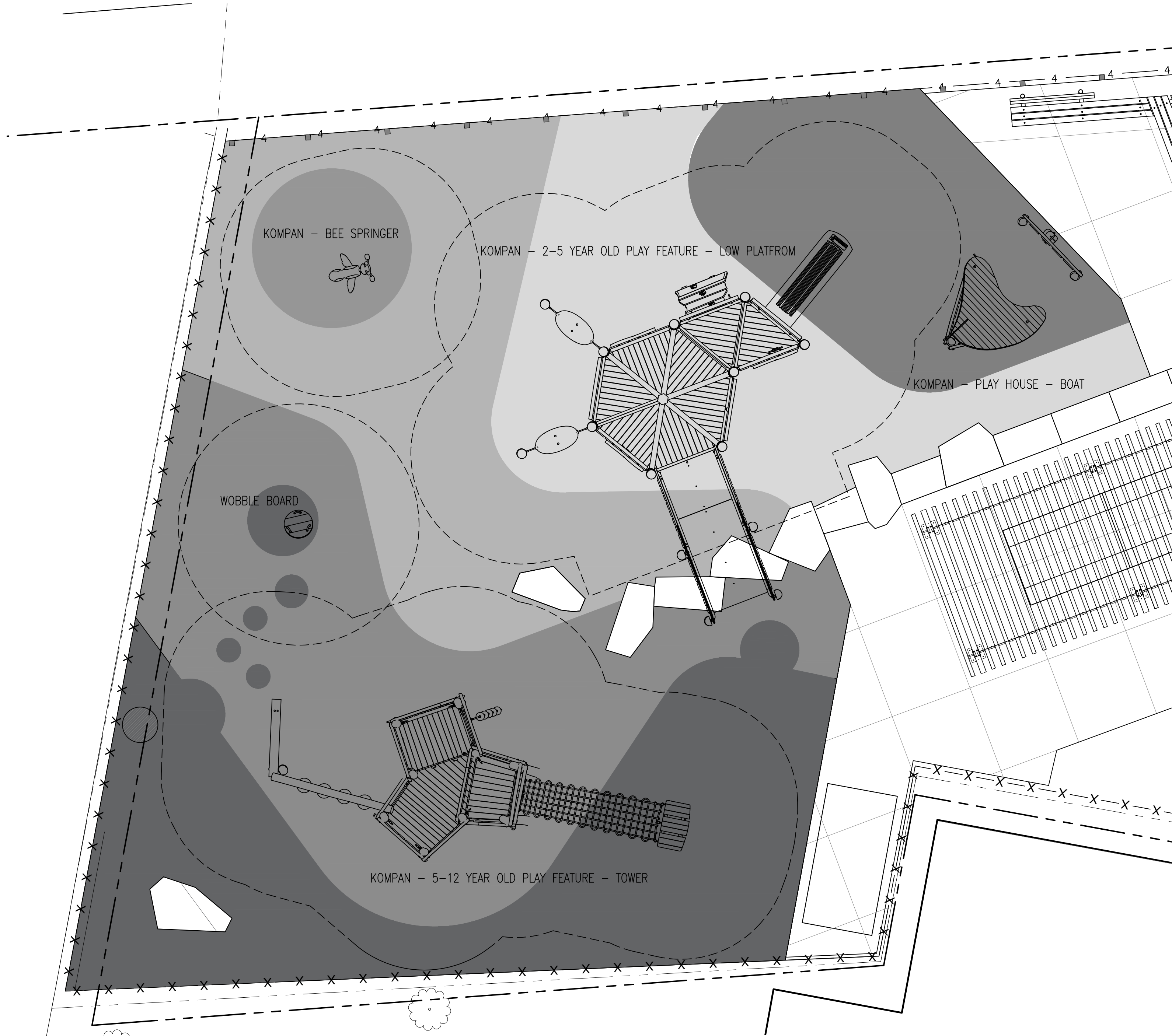
MNLA

Drawing No:

L-101

MNLA Project No:

23-121



1 PLAYGROUND PLAN VIEW
L-210 SCALE: 1/4" = 1'



KOMPAN - PLAY HOUSE - BOAT



KOMPAN - BEE SPRINGER

KOMPAN - SPINNER PLATE



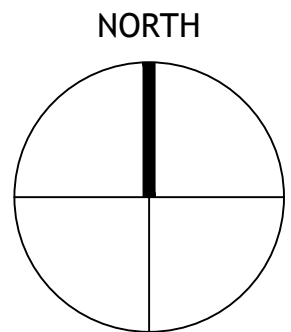
KOMPAN - 5-12 YEAR OLD PLAY FEATURE - TOWER



KOMPAN - 2-5 YEAR OLD PLAY FEATURE - LOW PLATFORM

PLAYGROUND NOTE:

PLAYGROUND EQUIPMENT AND INSTALLATION TO BE COMPLETED BY OTHERS. COORDINATE EQUIPMENT LOCATIONS AND FALL ZONES WITH PLAYGROUND SURFACING DEPTHS, SITE STONE AND ADJACENT SITE ELEMENTS WITH MANUFACTURER AND INSTALLER. REVIEW SHOP DRAWINGS FROM INSTALLER WITH SITE CONDITIONS AND COORDINATE INSTALLATION.



Project:

OXFORD
COMMUNITY LOT

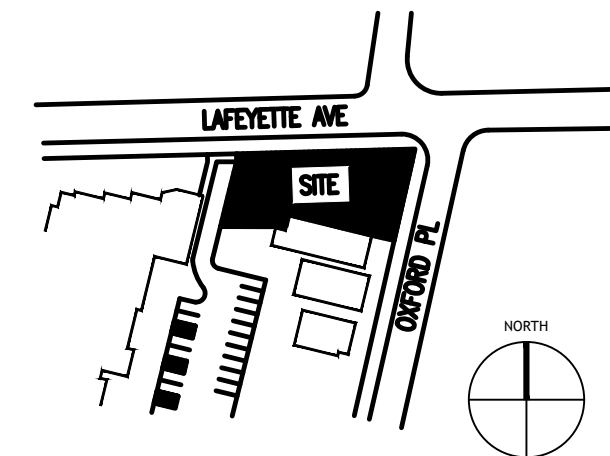
BUFFALO NEW YORK

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Prepared by:

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Seal:

Submissions:

Date: Type:

Project Phase:

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Drawing Title:

PLAYGROUND PLAN

Scale:
1/4" = 1'-0"

Date:
JULY 8, 2026

Drawn By:
MNLA

Sheet No:
8 OF 16

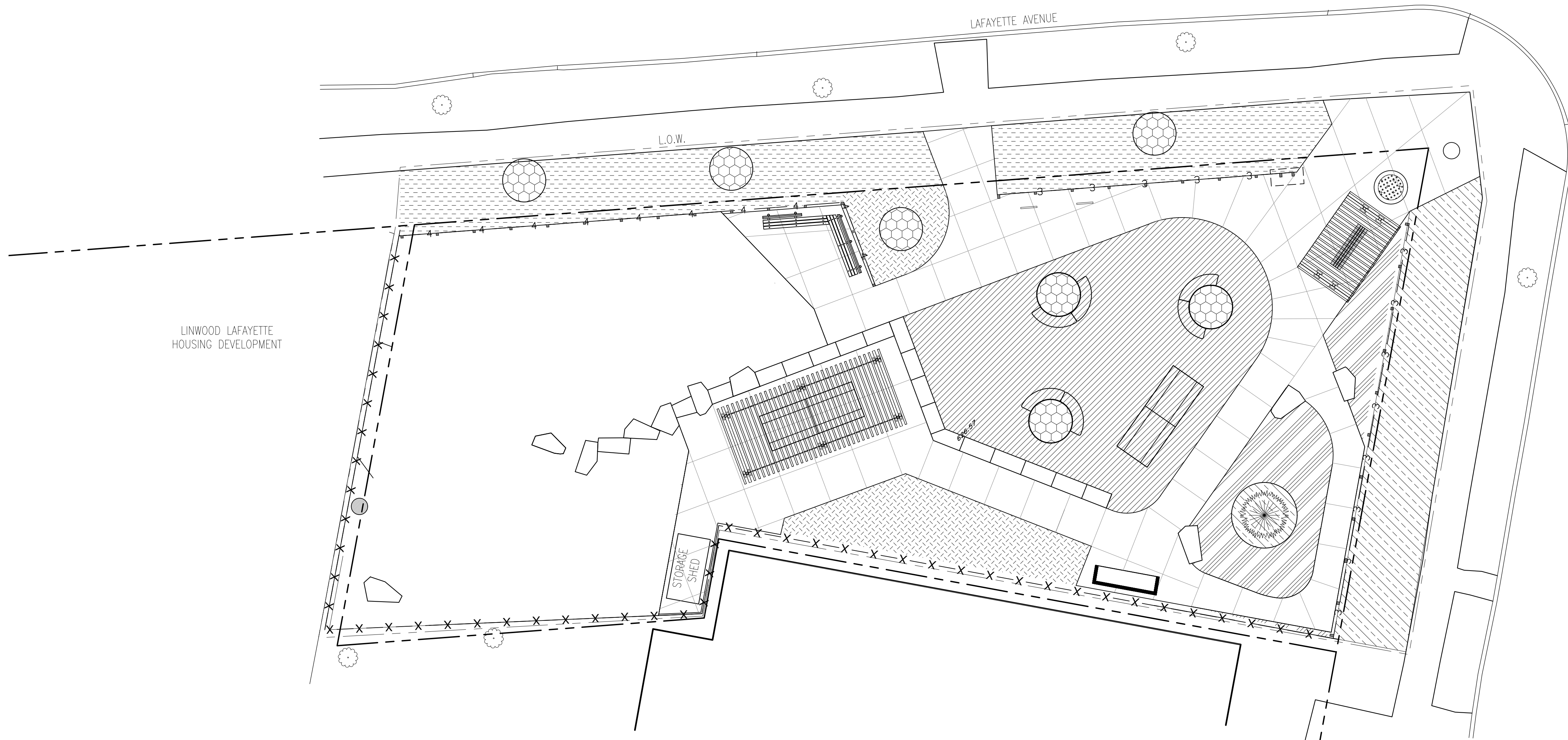
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MNLA

Drawing No:

MNLA Project No:
23-121

L-210

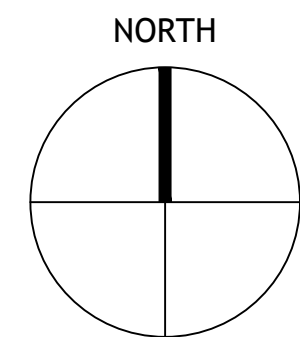
Jul 08, 2026 - 11:57pm MA-03-121 Oxford Community Lot (03-areen)\L-300 SOILS AND TREE PLAN.dwg



LEGEND					
—X—X—	EXISTING FENCE TO REMAIN	⊗ ⊗ ⊗	3 GAL. SHRUBS		9" TOPSOIL
—+—+—	4' HIGH CEDAR PLAYGROUND FENCE	—	BIKE RACK		30" DEPTH STRUCTURAL SOIL
—3—3—	3' HIGH CEDAR PERIMETER FENCE		PICNIC TABLE		18" TOPSOIL
EJ	EXPANSION JOINT		SALVAGED AND RELOCATED BACKED BENCH		30" TOPSOIL
⊕	PROPOSED TREE, TYP.		BACKED BENCH		PLANTER SOIL
	EXISTING TREES		BACKLESS BENCH		36" TOPSOIL AT TREE, MIN. 5'-5" DIAMETER AREA
			KOMPAN LOOP ARC BENCH		



1/8" = 1'-0"



Project:

OXFORD COMMUNITY LOT

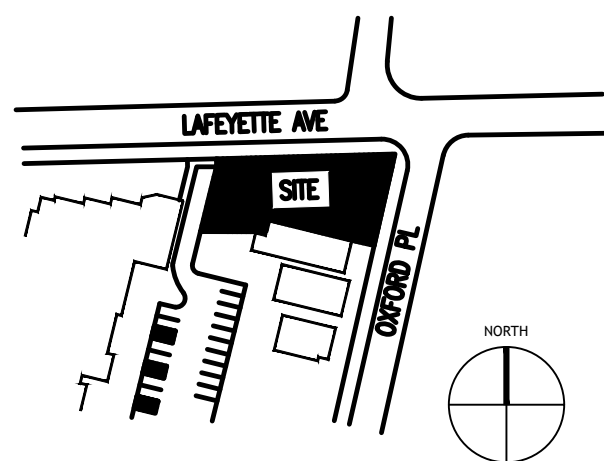
BUFFALO NEW YORK

Client:

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Prepared by:

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mnlandscape.com



Seal:

Submissions:

Date: Type:

Project Phase:

100% CONSTRUCTION DOCUMENTATION
FOR BID

Drawing Title:

SOILS AND TREE PLAN

Scale:

1/8"=1'-0"

Date:

JULY 8, 2026

Drawn By:

MNLA

Sheet No:

9 OF 16

Checked By:

MNLA

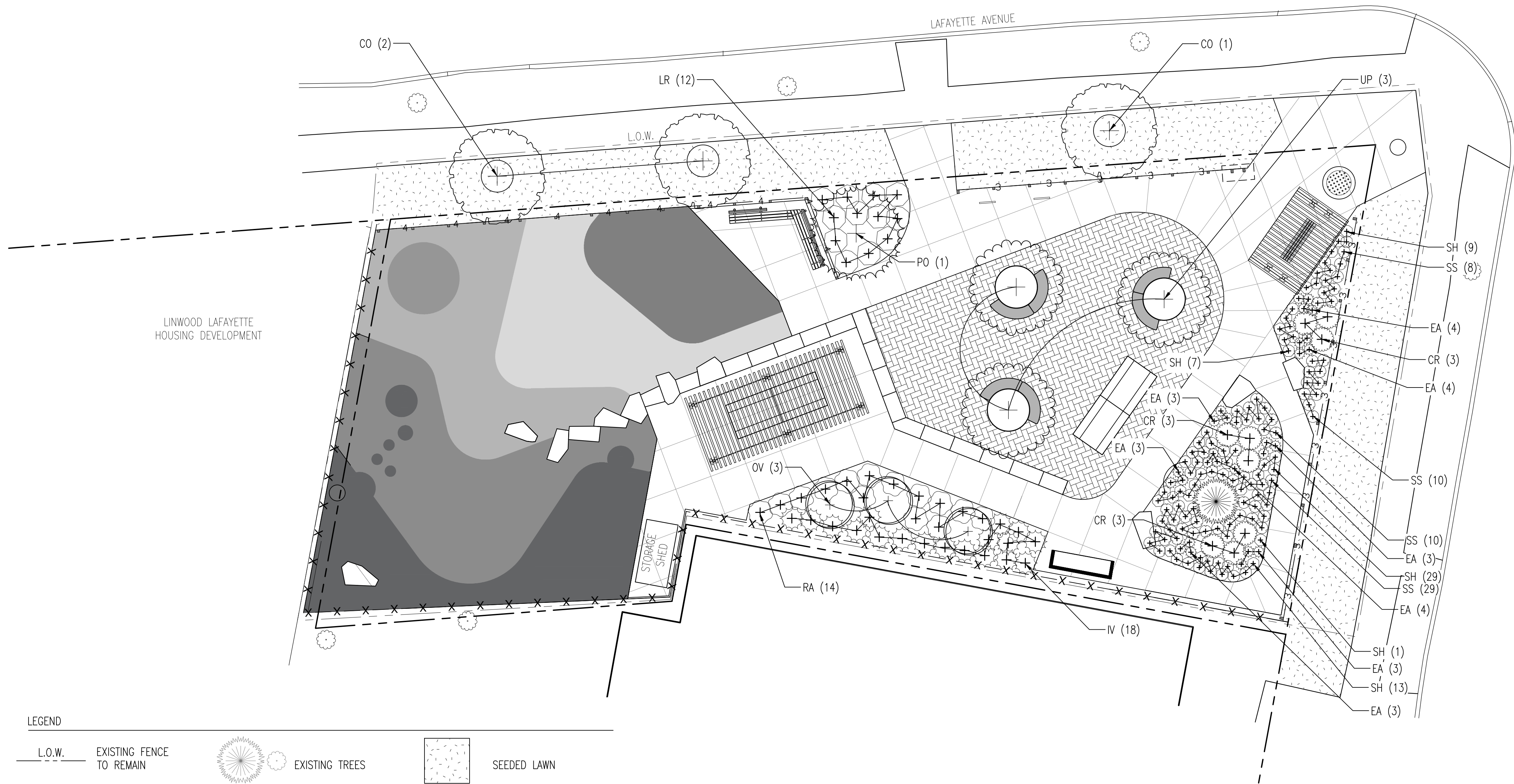
Drawing No:

MNLA Project No:

23-121

L-300

Jul 08, 2026 - 11:53pm MA-03-121 Oxford Community Lot (03-areen)-L-310 PLANTING PLAN.dwg

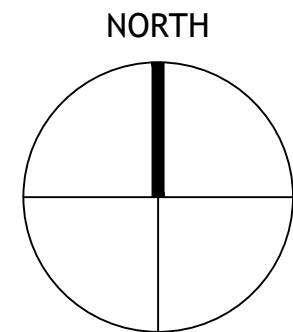


LEGEND

L.O.W.	EXISTING FENCE TO REMAIN		EXISTING TREES		SEEDED LAWN
X—X—	EXISTING FENCE TO REMAIN		3 GAL. SHRUBS		PERENNIAL GARDEN
—4—4—	4' HIGH CEDAR PLAYGROUND FENCE		PLAYGROUND SURFACE		PERMEABLE HERRINGBONE PAVERS
—3—3—	3' HIGH CEDAR PERIMETER FENCE		MULCH		
EJ	EXPANSION JOINT		PROPOSED TREE, TYP.		

PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONT.	SPACING
TREES						
OV	3	Ostrya virginiana	American Hophornbeam	2"-2.5" CAL.	B & B	
CO	3	Celtis occidentalis	Common Hackberry	3" - 3.5" CAL.	B & B	
UP	3	Ulmus 'Pioneer'	Pioneer Elm	3" - 3.5" CAL.	B & B	
PO	1	Platanus occidentalis	American Sycamore	3" - 3.5" CAL.	B & B	
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONT.	SPACING
SHRUBS						
CR	9	Cornus stolonifera	Artic Fire Red - Osier Dogwood	#3	CONT.	36" O.C.
LR	12	Diervilla x 'G2X8854'	Kodiak® Orange Diervilla	#3	CONT.	36" O.C.
IV	18	Itea virginica 'Henry's Garnet'	Henry's Garnet Sweetspire	#3	CONT.	30" O.C.
RA	14	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	#3	CONT.	36" O.C.
PERENNIALS						
SS	57	Schizachyrium scoparium	Little Bluestem	#2	CONT.	18" O.C.
SH	59	Sporobolus heterolepis	Prairie Dropseed	#2	CONT.	18" O.C.
EA	25	Echinacea x 'All That Jazz'	Coneflower	#2	CONT.	18" O.C.



Project:

OXFORD
COMMUNITY LOT

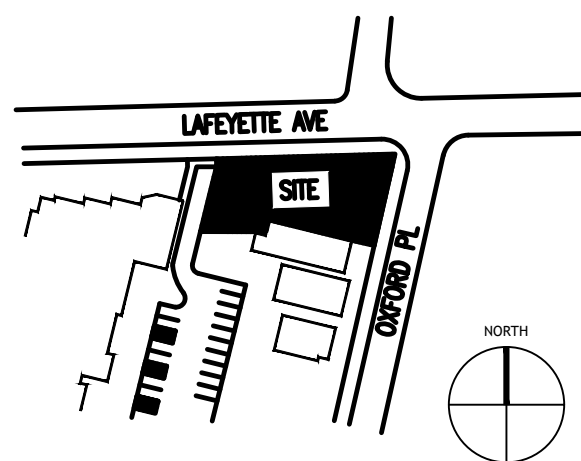
BUFFALO NEW YORK

Client:

911 Lafayette Ave,
Buffalo, NY 14209

Prepared by:

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Seal:

Submissions:

Date: Type:

Project Phase:

100% CONSTRUCTION DOCUMENTATION
FOR BID

Drawing Title:

PLANTING PLAN

Scale:

1/8"=1'-0"

Date:

JULY 8, 2026

Drawn By:

MNLA

Sheet No:

10 OF 15

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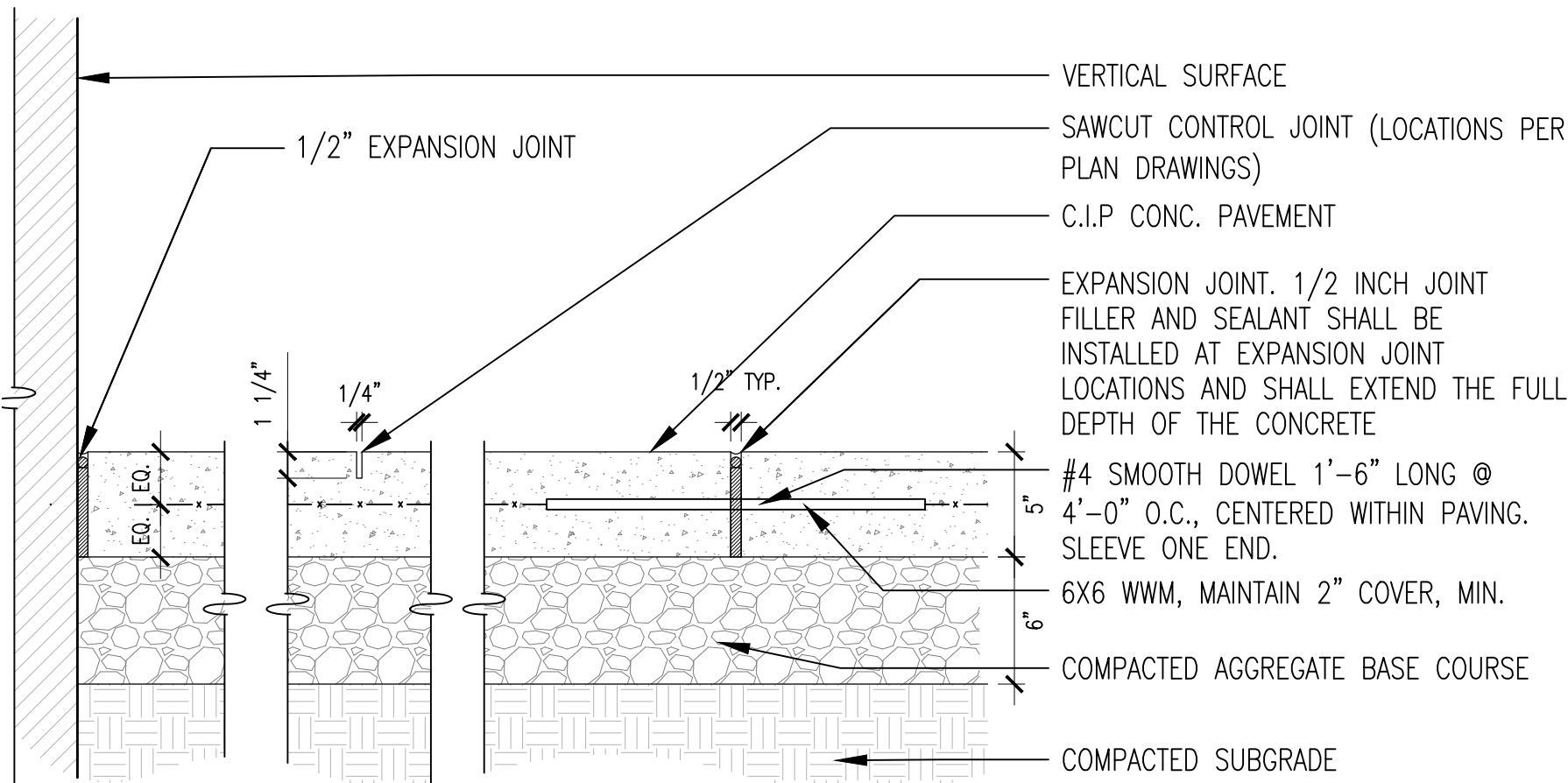
Drawing No:

MNLA Project No:

23-121

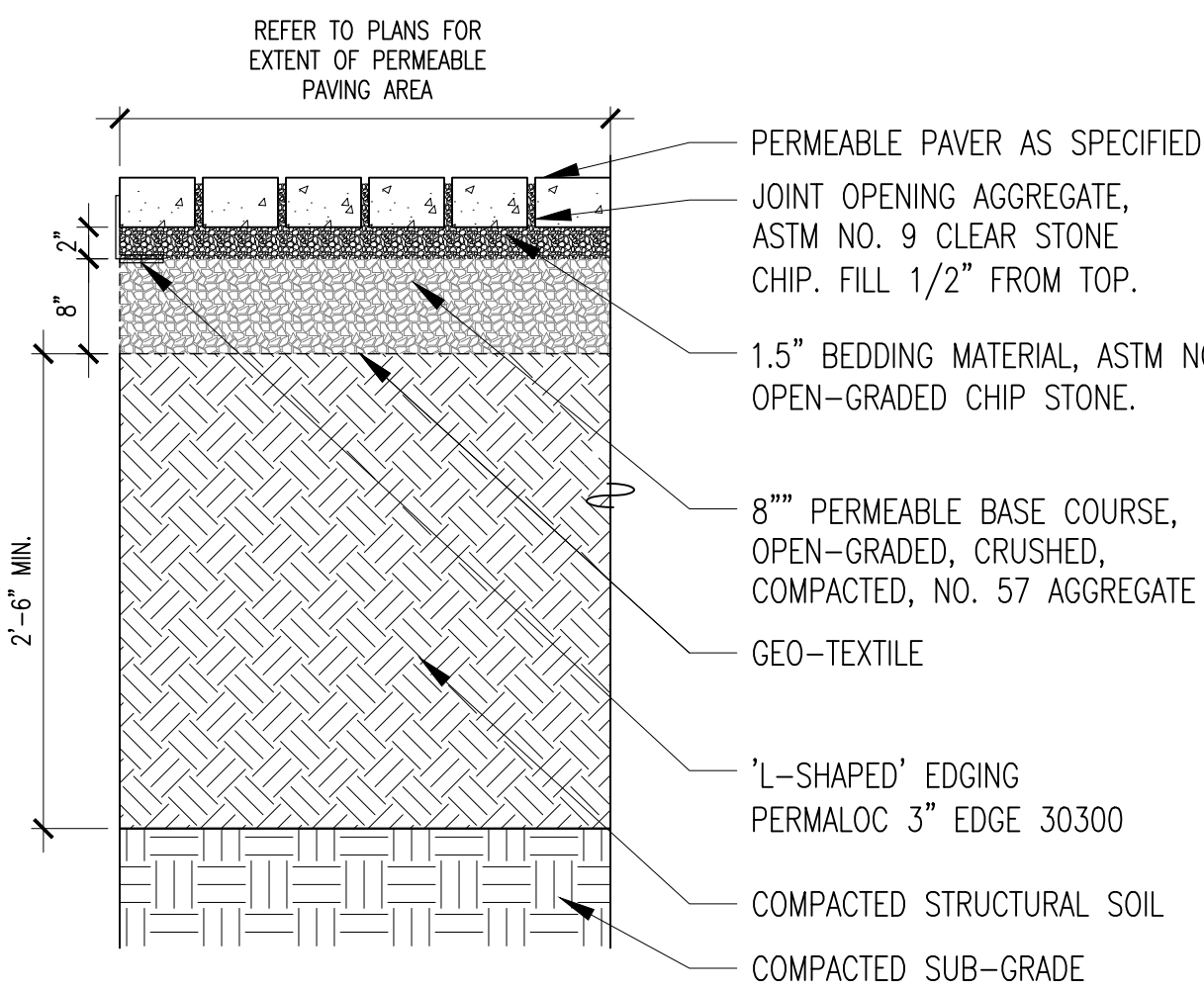
L-310

- NOTES:
- EXPANSION JOINTS SHALL BE LOCATED AS SHOWN ON PLAN. FOR EXPANSION JOINT WHERE PAVING ABUTS CONCRETE WALLS, CURBS OR OTHER ADJACENT STRUCTURES REFER TO DETAILS.
 - 1/2 INCH JOINT FILLER SHALL BE INSTALLED AT EXPANSION JOINT LOCATIONS AND SHALL EXTEND THE FULL DEPTH OF THE CONCRETE
 - SAWCUT CONTROL JOINTS SHALL BE 1 1/4" DEEP AND PLACED AT THE SPACING AS INDICATED ON PLAN.
 - REFER TO SPECIFICATIONS FOR CONCRETE PAVING INFORMATION.
 - REFER TO SPECIFICATIONS FOR JOINT SEALANT INFORMATION.
 - SEE MATERIAL PLANS FOR LOCATION OF BROOM FINISH AND INTEGRAL EXPOSED AGGREGATE FINISH



01 C.I.P. CONCRETE PAVING

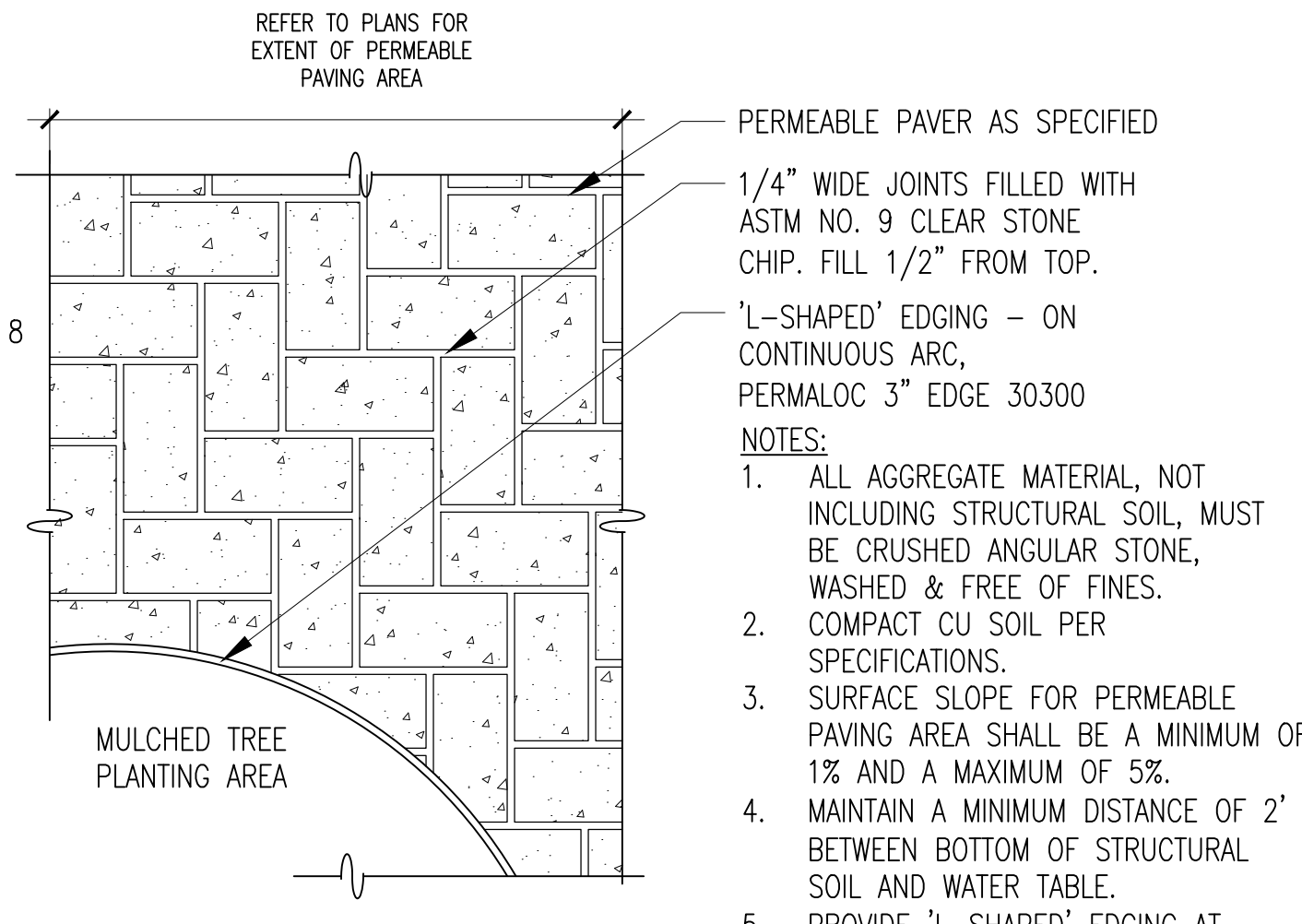
L-500 SCALE: 1 1/2" = 1'-0"



SECTION - PAVERS OVER STRUCTURAL SOIL

02 PERMEABLE PAVER

L-500 SCALE: 1" = 1'-0"



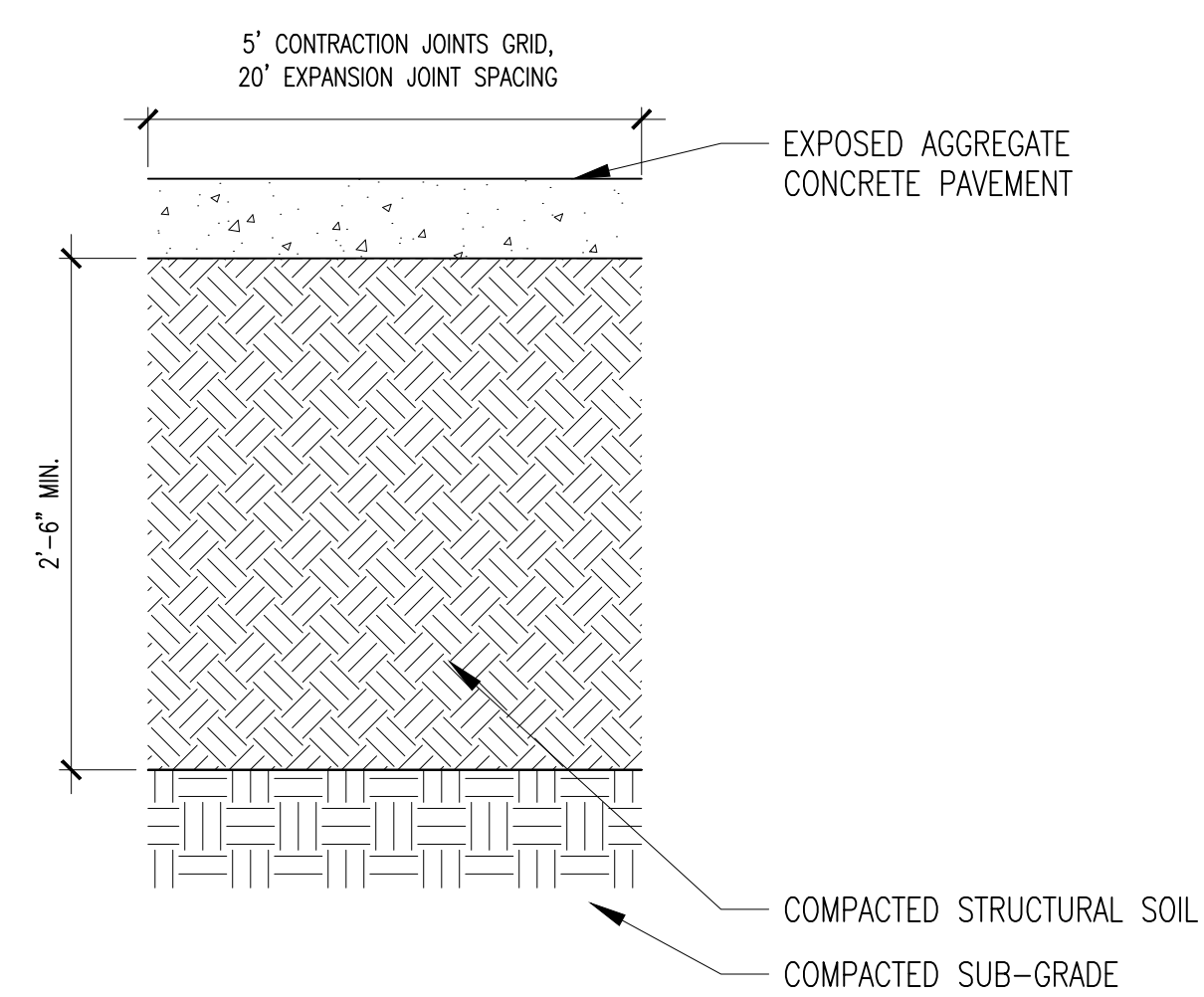
PLAN VIEW

PERMEABLE PAVER AS SPECIFIED
1/4" WIDE JOINTS FILLED WITH
ASTM NO. 9 CLEAR STONE
CHIP. FILL 1/2" FROM TOP.

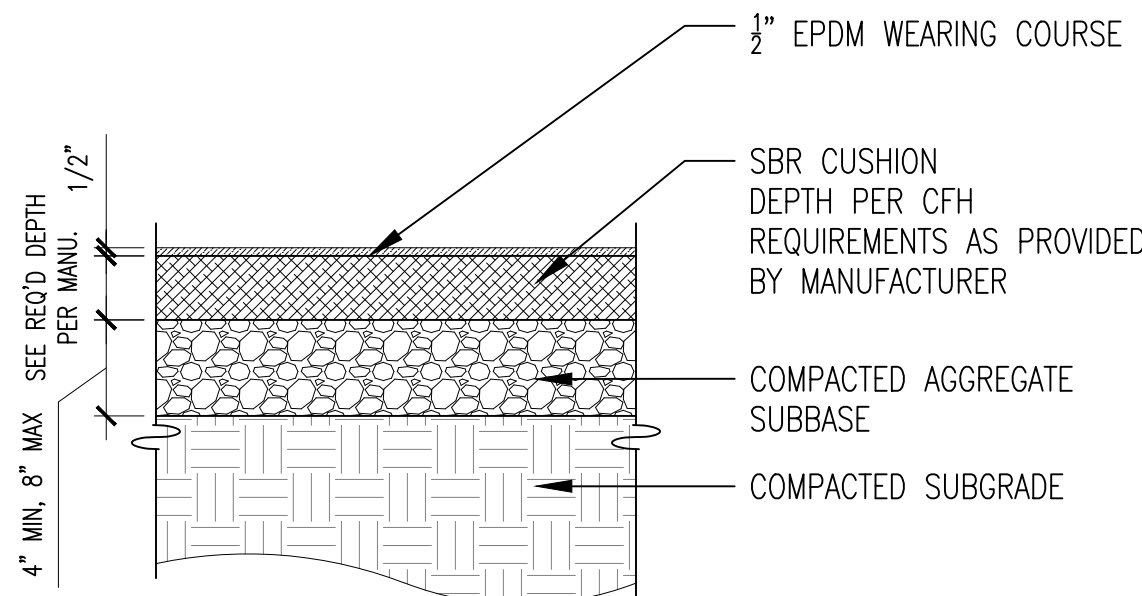
'L-SHAPED' EDGING - ON
CONTINUOUS ARC,
PERMALOC 3" EDGE 30300

NOTES:

- ALL AGGREGATE MATERIAL, NOT INCLUDING STRUCTURAL SOIL, MUST BE CRUSHED ANGULAR STONE, WASHED & FREE OF FINES.
- COMPACT CU SOIL PER SPECIFICATIONS.
- SURFACE SLOPE FOR PERMEABLE PAVING AREA SHALL BE A MINIMUM OF 1% AND A MAXIMUM OF 5%.
- MAINTAIN A MINIMUM DISTANCE OF 2' BETWEEN BOTTOM OF STRUCTURAL SOIL AND WATER TABLE.
- PROVIDE 'L-SHAPED' EDGING AT PERIMETER OF PERMEABLE PAVING AREA WHEN ABUTTING A NON-RIGID CONDITION SUCH AS A TREE PIT - REFER TO STANDARD DETAILS.

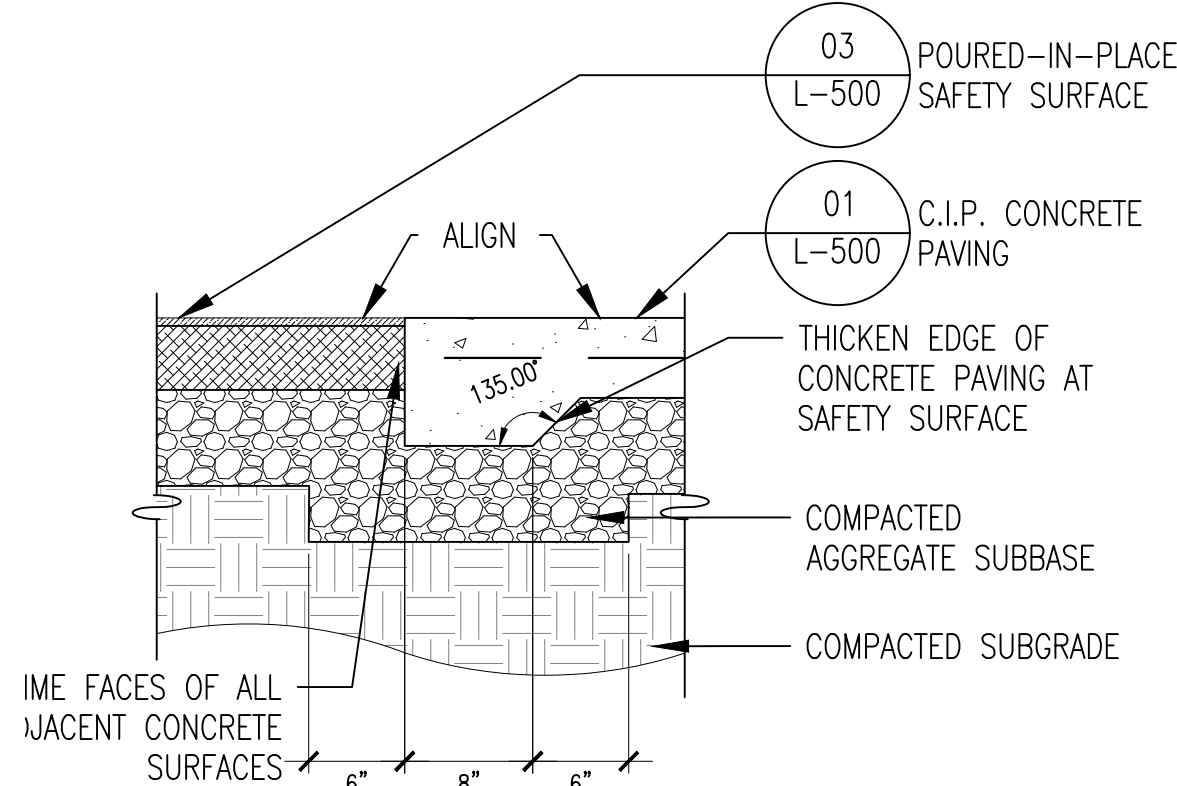


ALTERNATE: EXPOSED CONCRETE AGGREGATE
OVER STRUCTURAL SOIL



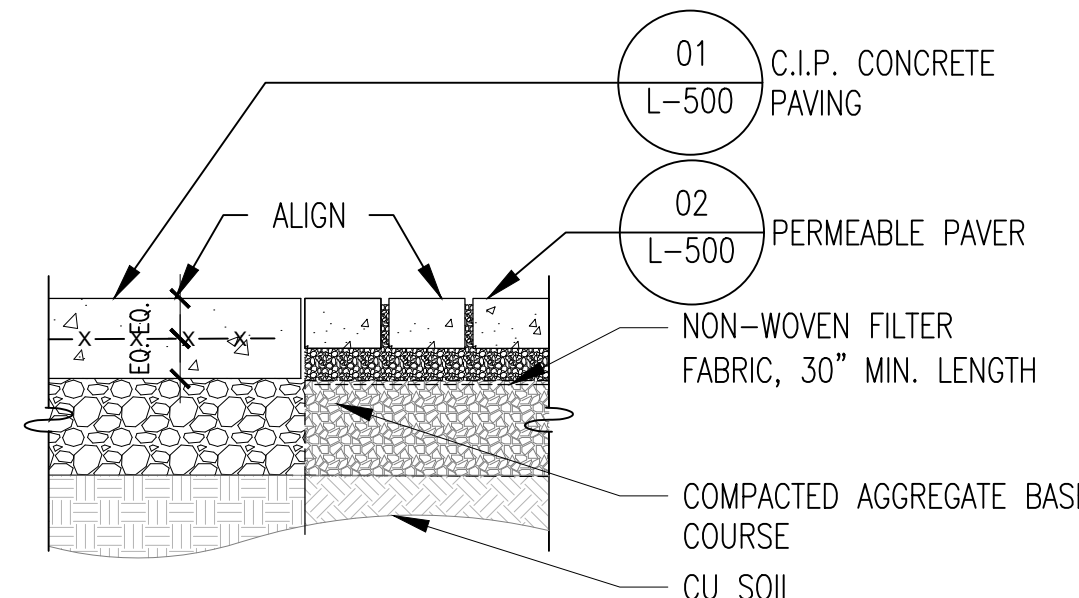
03 POURED-IN-PLACE SAFETY SURFACE

L-500 SCALE: 1" = 1'-0"



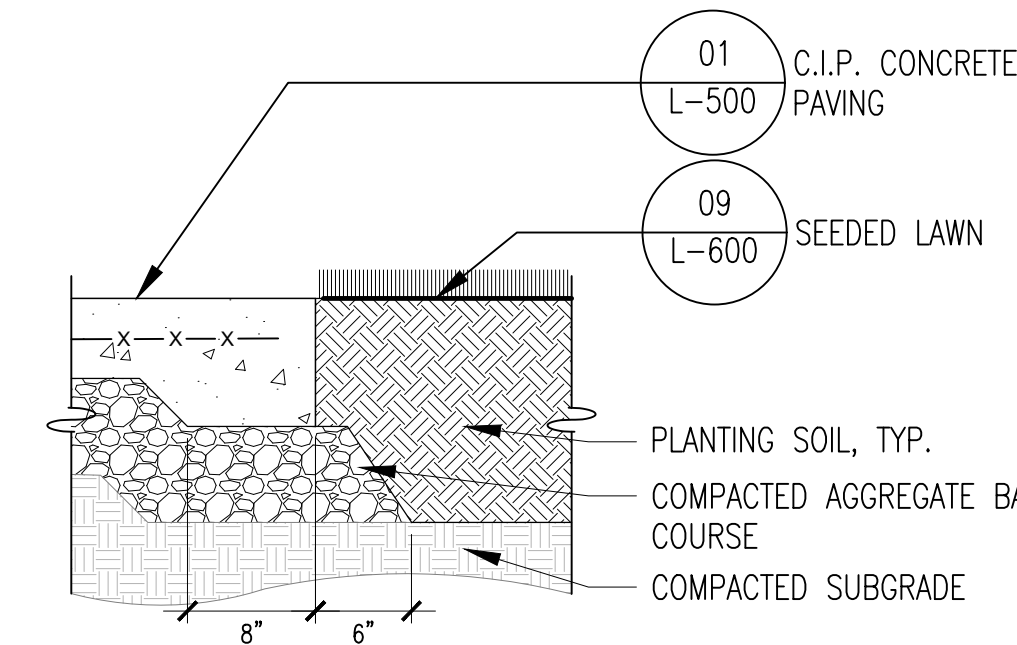
CONCRETE PAVING AT POURED IN PLACE
SAFETY SURFACE - TYP.

L-500 SCALE: 1" = 1'-0"



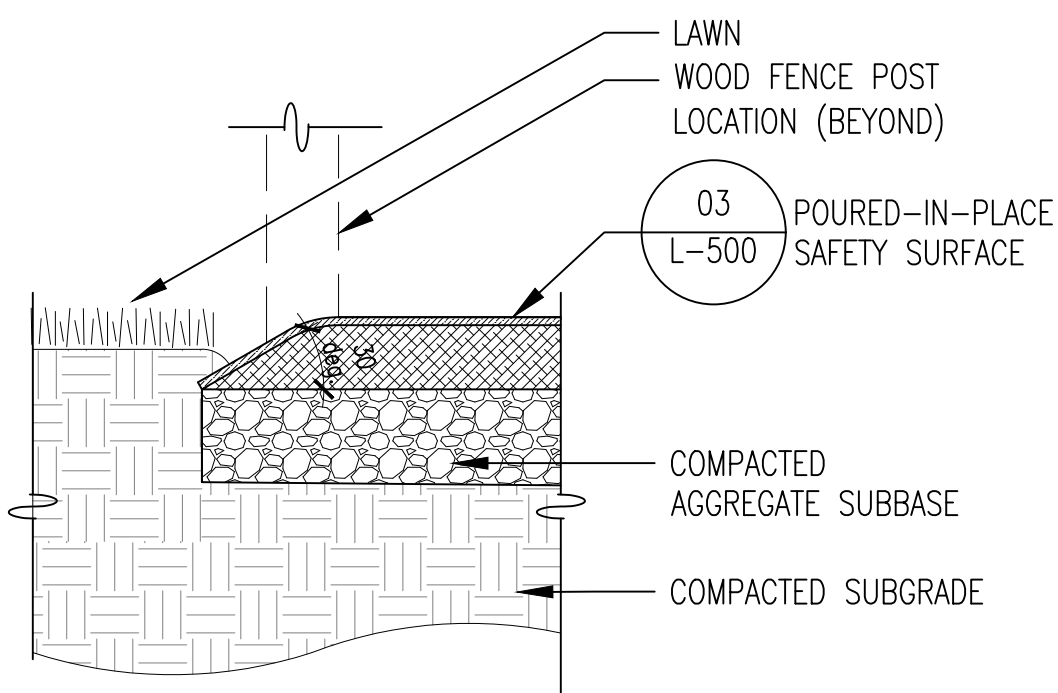
05 C.I.P. CONCRETE AT PERMEABLE PAVING - TYP.

L-500 SCALE: 1" = 1'-0"



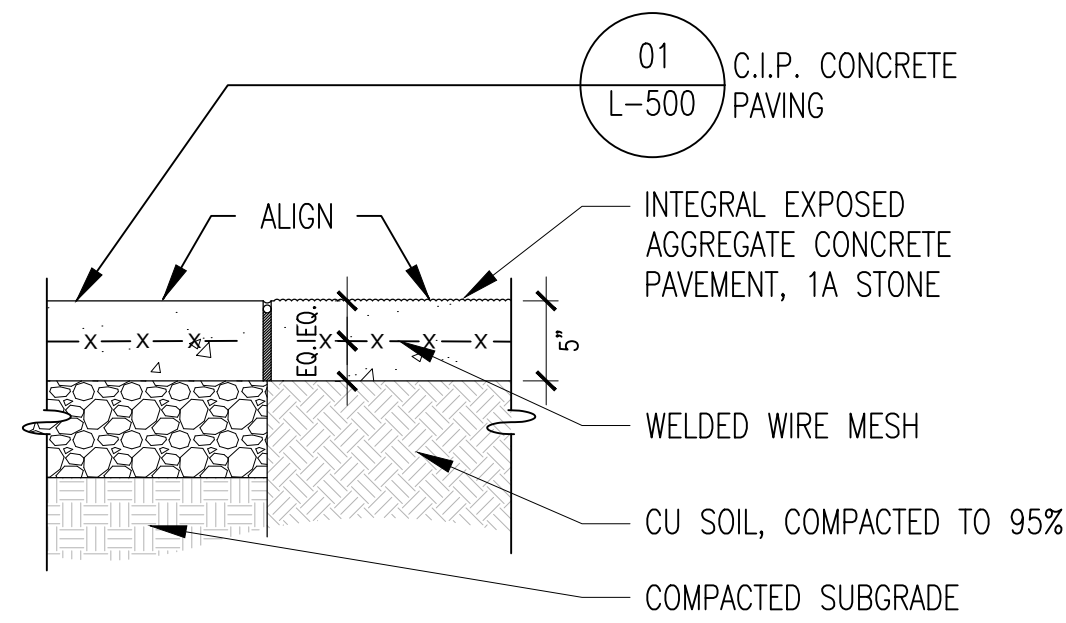
06 C.I.P. CONCRETE AT LAWN

L-500 SCALE: 1" = 1'-0"



POURED-IN-PLACE SAFETY SURFACE AT
PLANTING AREAS

L-500 SCALE: 1" = 1'-0"



08 EXPOSED AGGREGATE CONCRETE PAVEMENT (ALT)

L-500 SCALE: 1" = 1'-0"

Project:

OXFORD COMMUNITY LOT

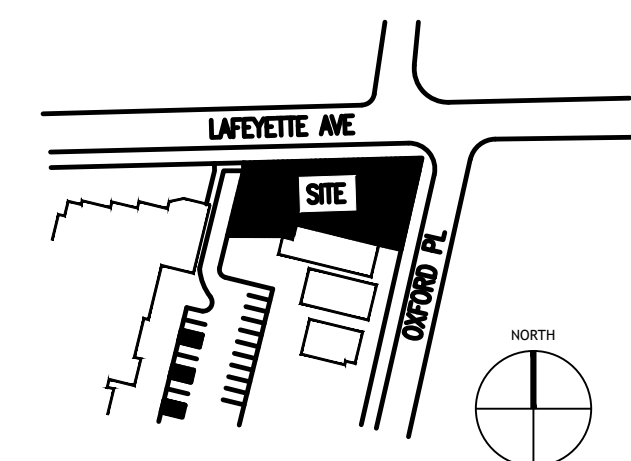
BUFFALO NEW YORK

Client:

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HARDSCAPE DETAILS

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Drawing No:

MNLA Project No:

23-121

L-500

Project:

OXFORD
COMMUNITY LOT

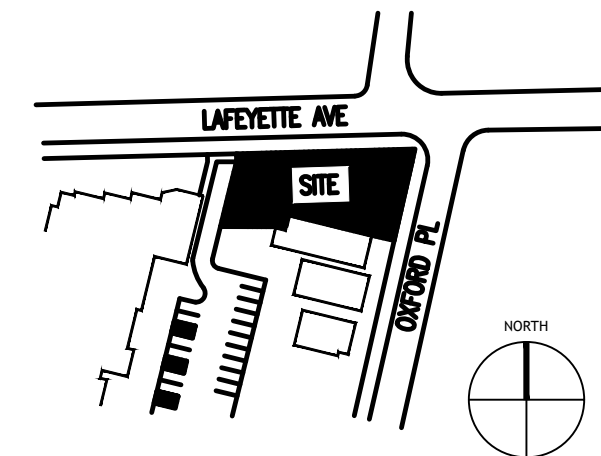
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Seal:

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Project Phase:

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Drawing Title:

STONE DETAILS

Scale:

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Date:

JULY 8, 2026

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12 OF 16

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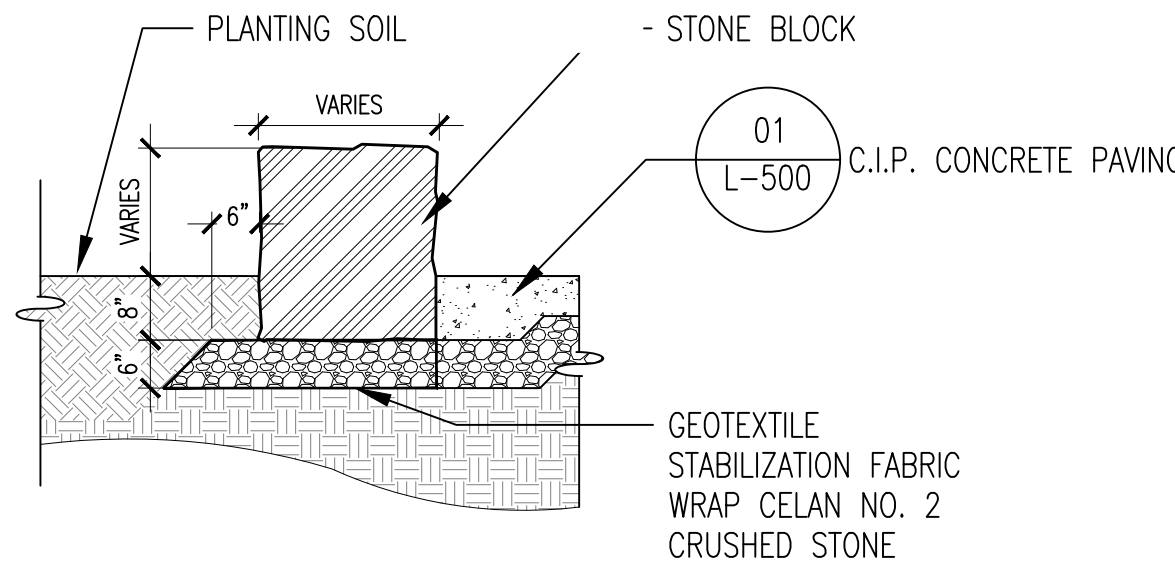
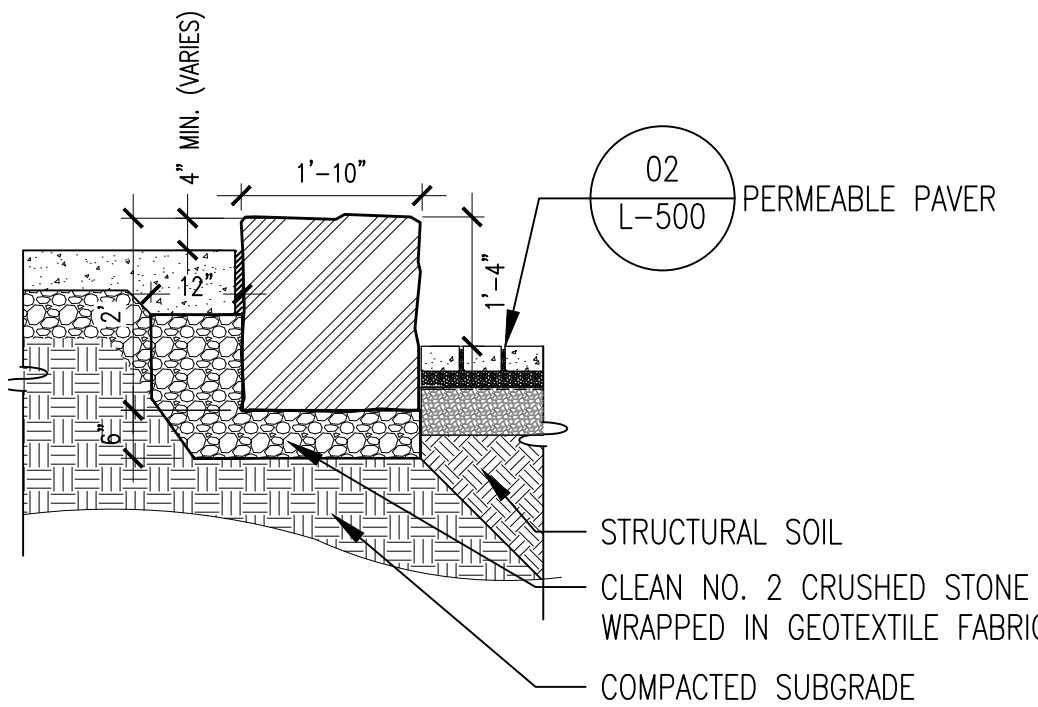
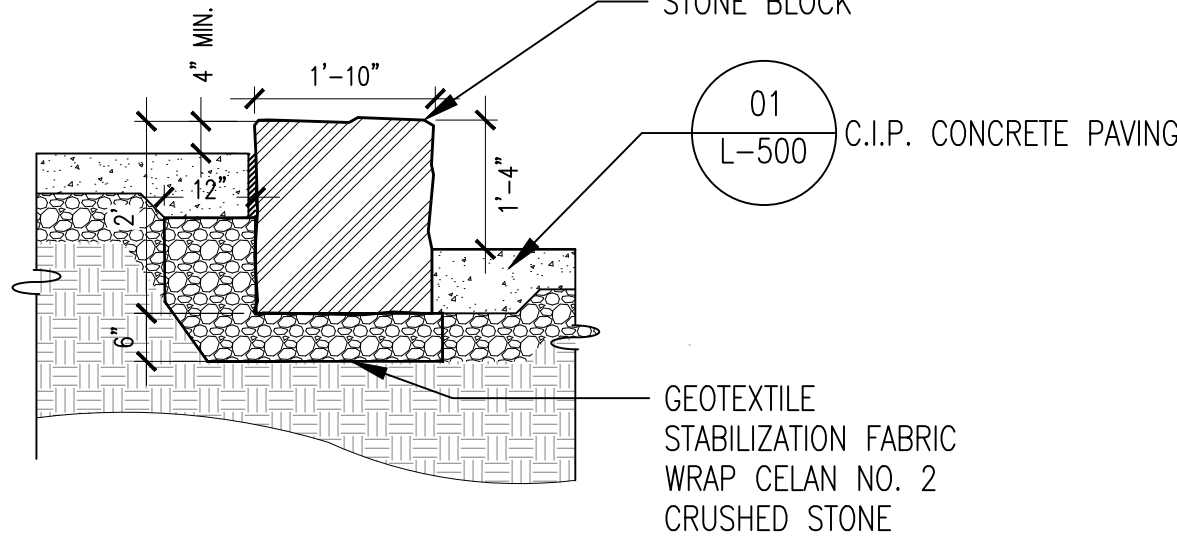
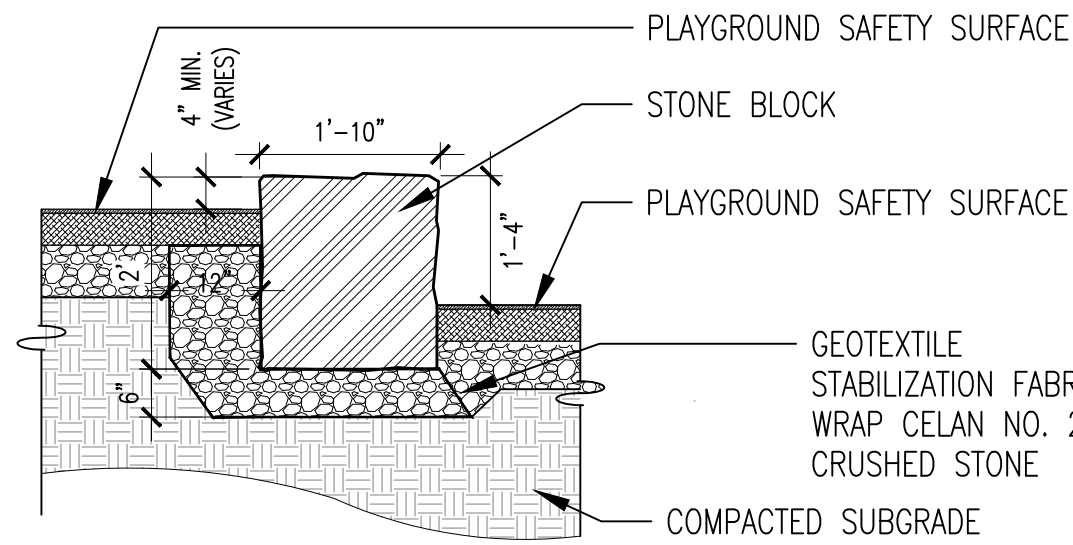
Drawing No:

MNLA

MNLA Project No:

23-121

L-501



01 STONE RETAINING WALL - SAFETY SURFACE

L-501 SCALE: 1/2" = 1'-0"

02 STONE RETAINING WALL - C.I.P. CONCRETE PAVING

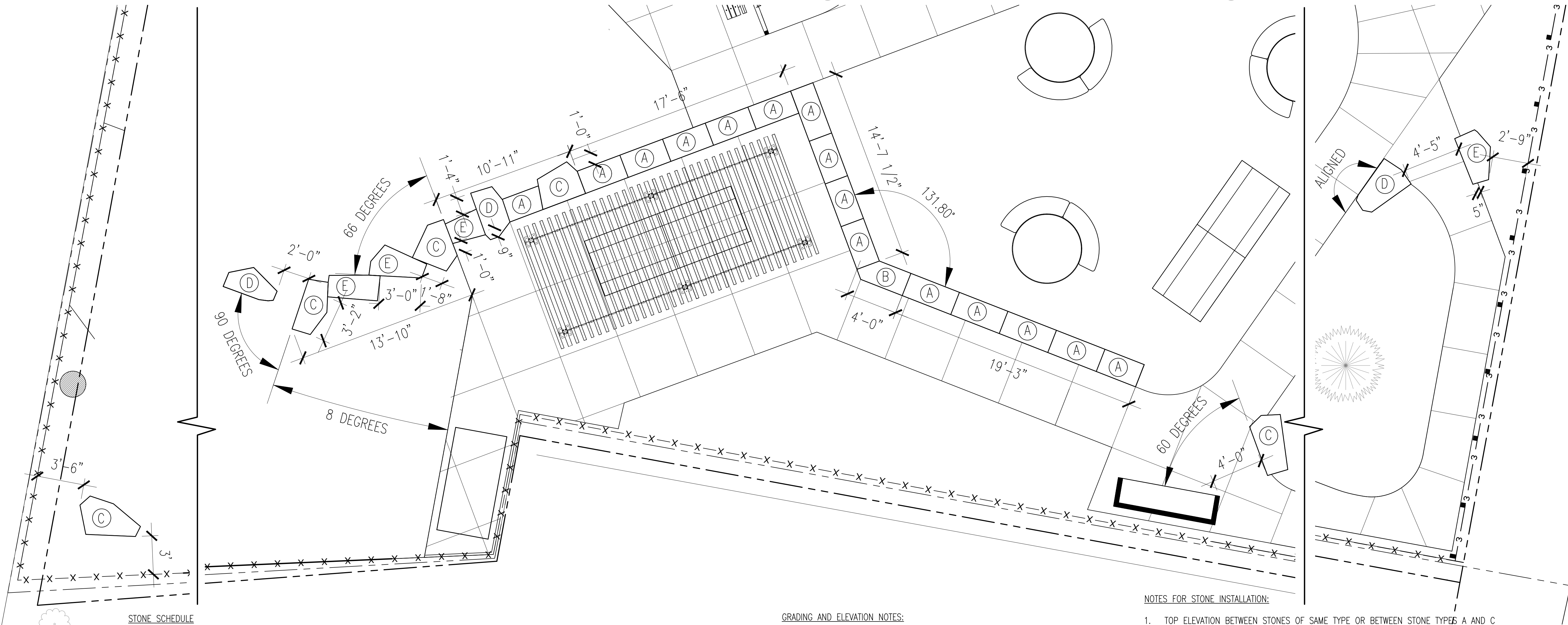
L-501 SCALE: 1/2" = 1'-0"

03 STONE RETAINING WALL - C.I.P. CONCRETE PAVING AND UNIT PAVERS

L-501 SCALE: 1/2" = 1'-0"

04 STONE BLOCK ON GRADE

L-501 SCALE: 1/2" = 1'-0"



STONE SCHEDULE

QTY	STONE TYPE	LENGTH	WIDTH	HEIGHT	NOTES
15	A	3-4.5'	22"-24"	22"	STONE SENT IN LINEAR ROW
1	B	SEE PLAN	22"-24"	22"	STONE SHAPED TO FIT CORNER CONDITION
5	C	4' +/- 4"	MIN. 30"	22"	IRREGULAR STONE WIDTH TO VARY ALONG LENGTH BY MIN. 6"
2	D	MIN. 4'	MIN. 15"	30"	IRREGULAR TALL STONE, WIDTH TO VARY ALONG LENGTH BY MIN. 9"
4	E	MIN. 4'	MIN. 15"	22"	IRREGULAR LOW STONE, WIDTH TO VARY ALONG LENGTH BY MIN. 9"

GRADING AND ELEVATION NOTES:

- TOP ELEVATION OF STONE TYPE A AND B SET A MINIMUM 4" ABOVE HIGHEST ADJACENT FINISHED GRADE OF PAVEMENT.
- BOTTOM OF STONE TO BE SET A MINIMUM 6" BELOW LOWEST ADJACENT FINISHED GRADE.
- ALL STONE TYPE A, B AND C TOP ELEVATIONS TO MATCH (WITH 1/2" VERTICAL TOLERANCE). SEE DETAILS 01 / 02 / 03 L-501.
- STONE TYPE D TOP ELEVATION TO SIT 6" ABOVE ADJACENT STONES.

NOTES FOR STONE INSTALLATION:

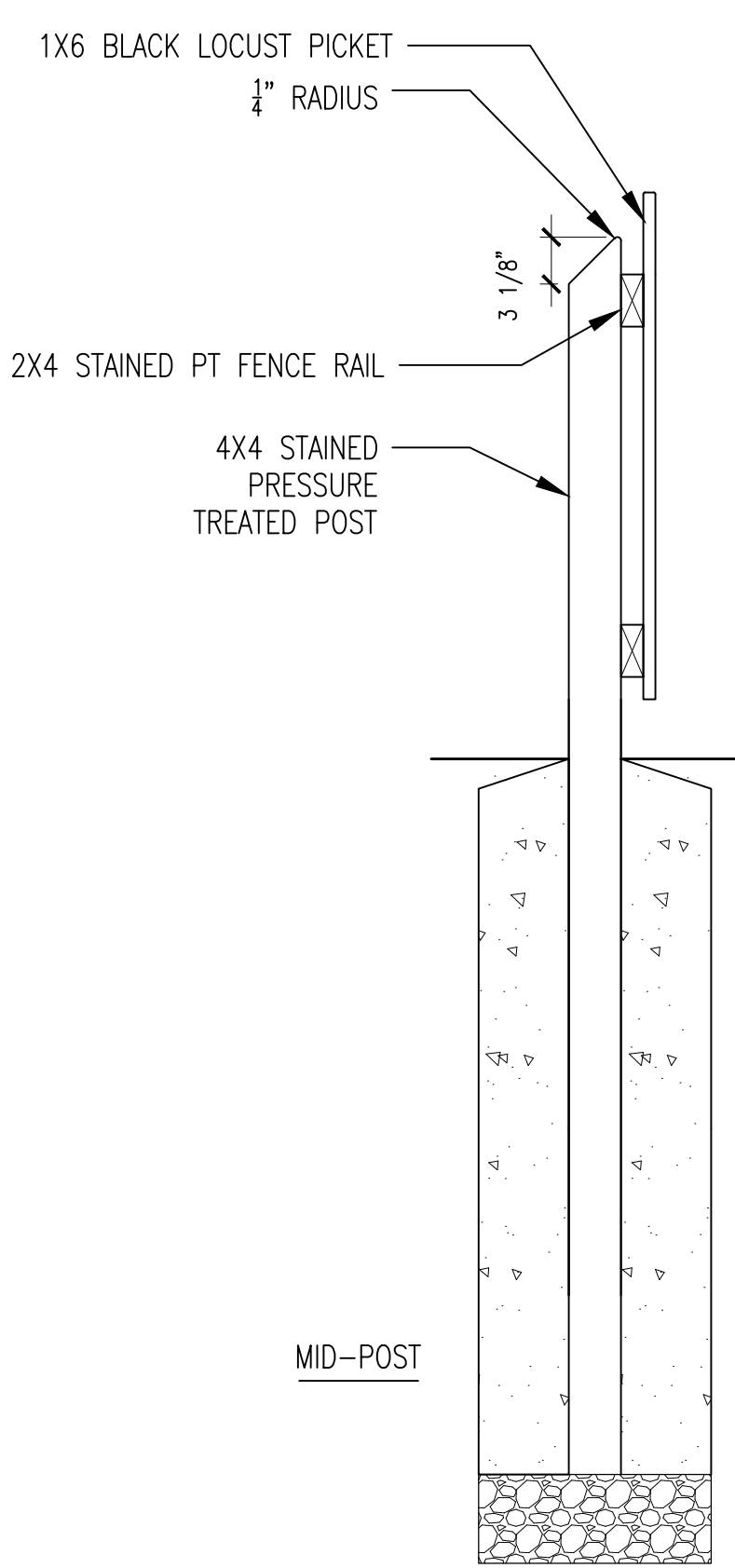
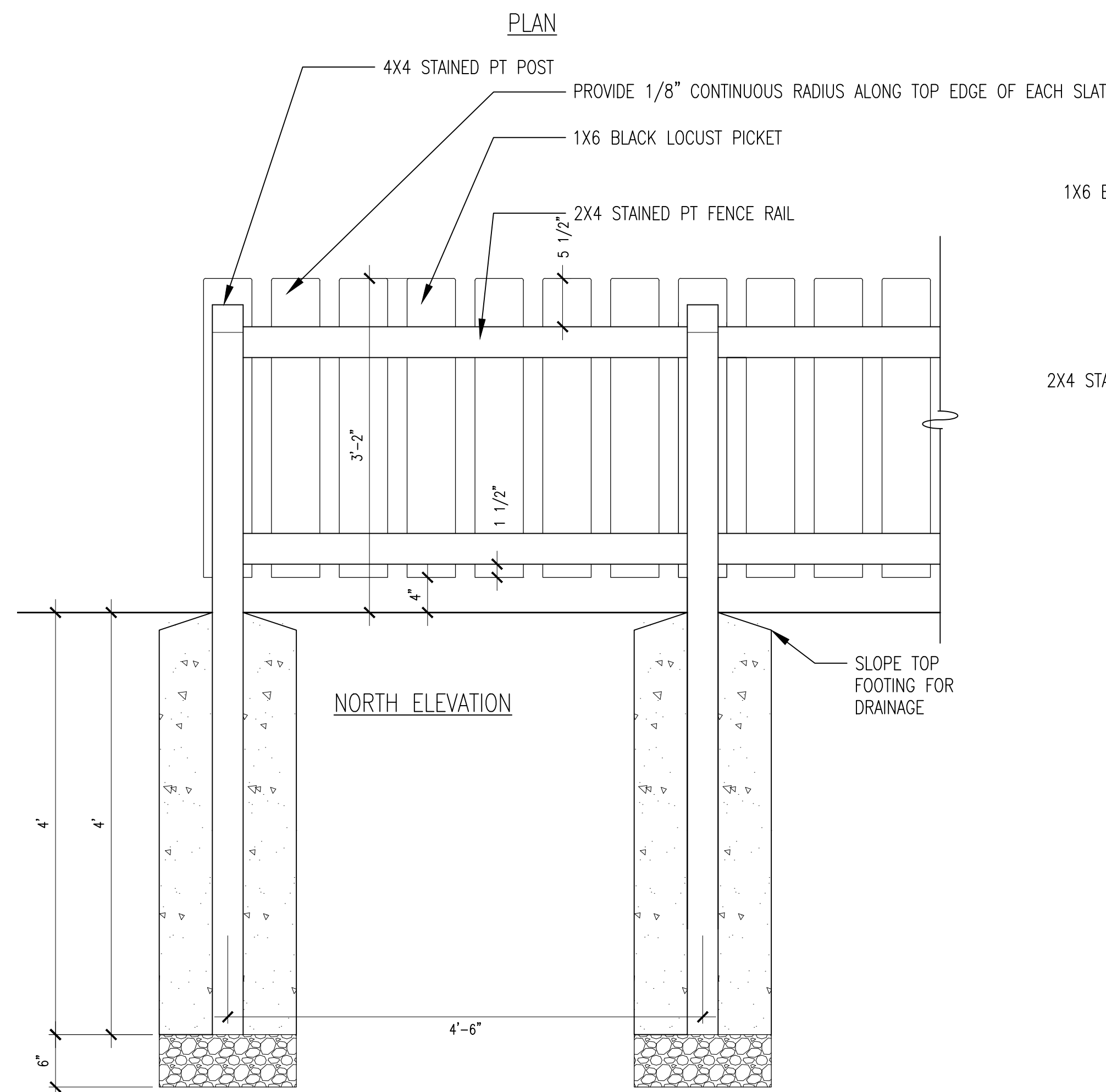
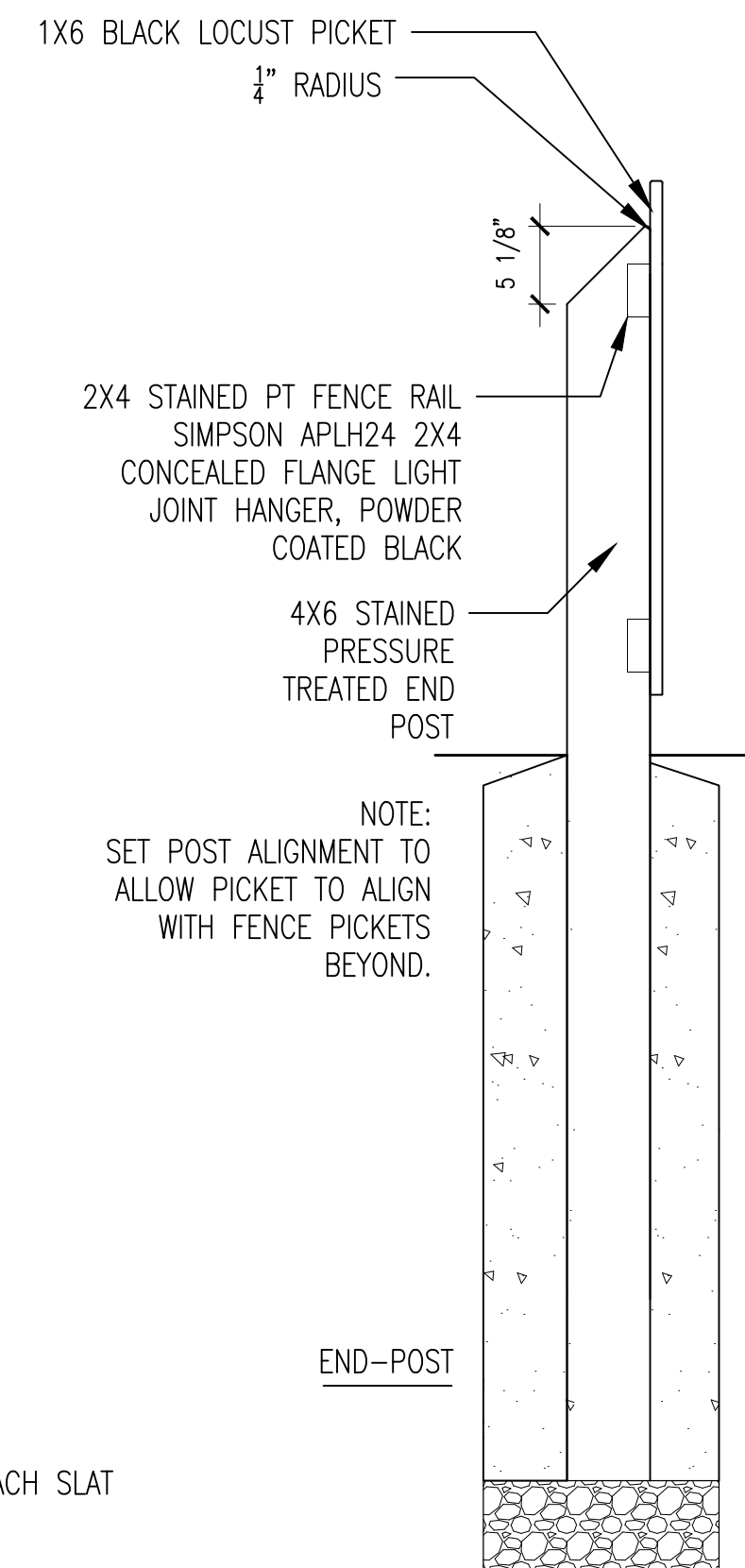
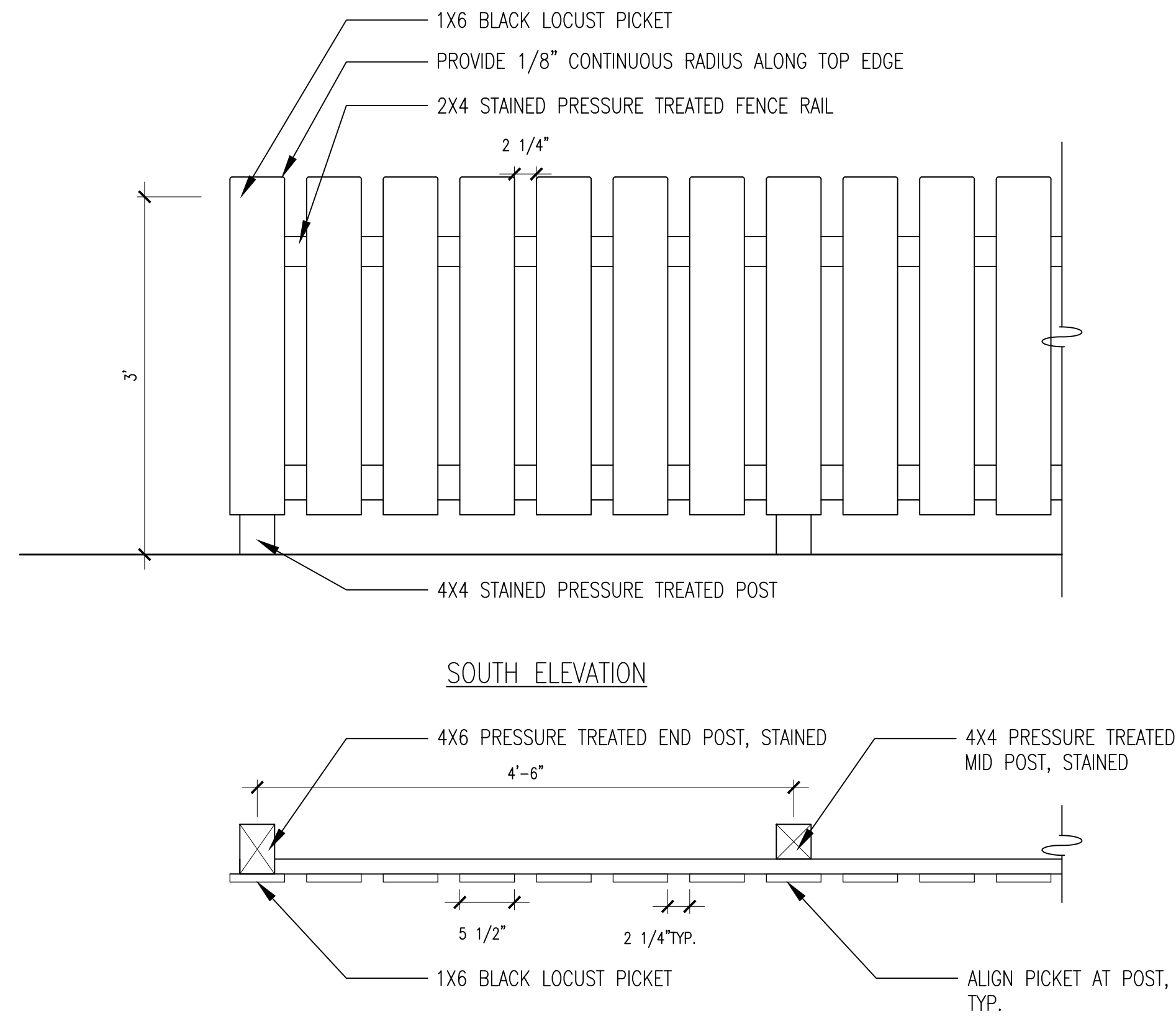
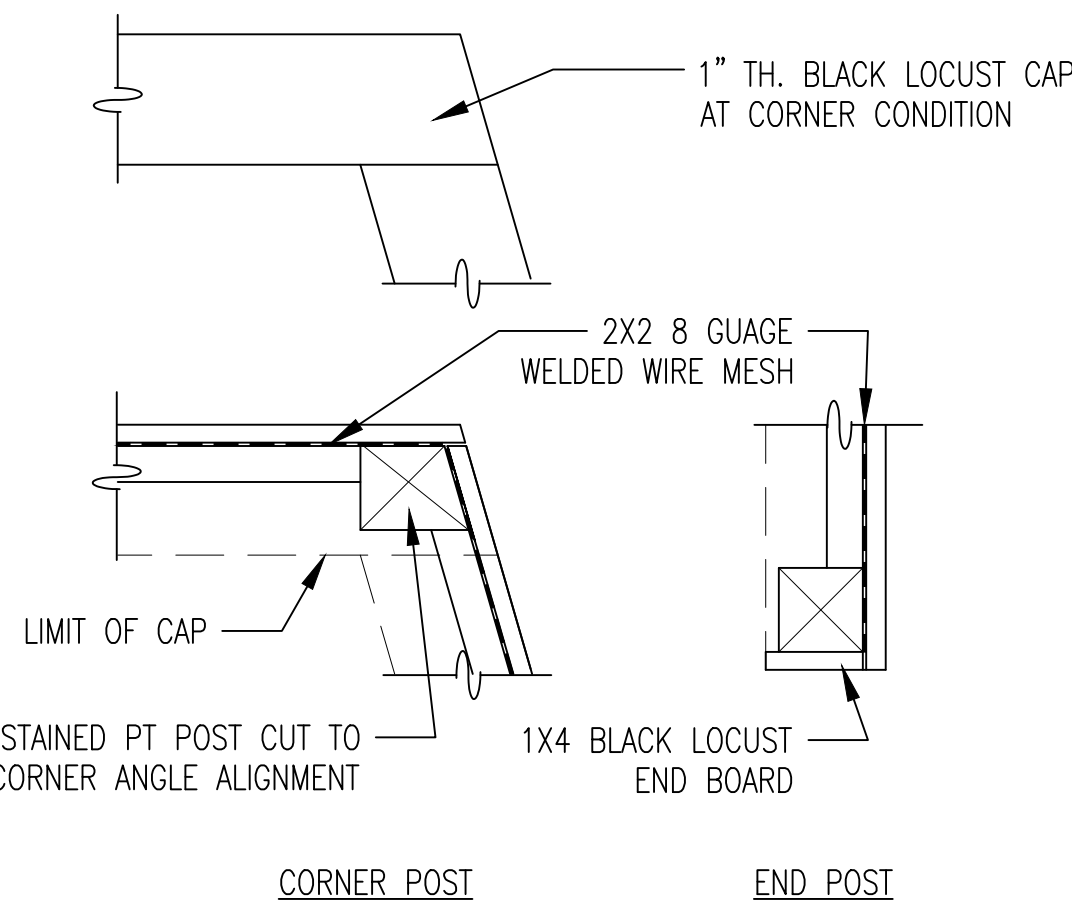
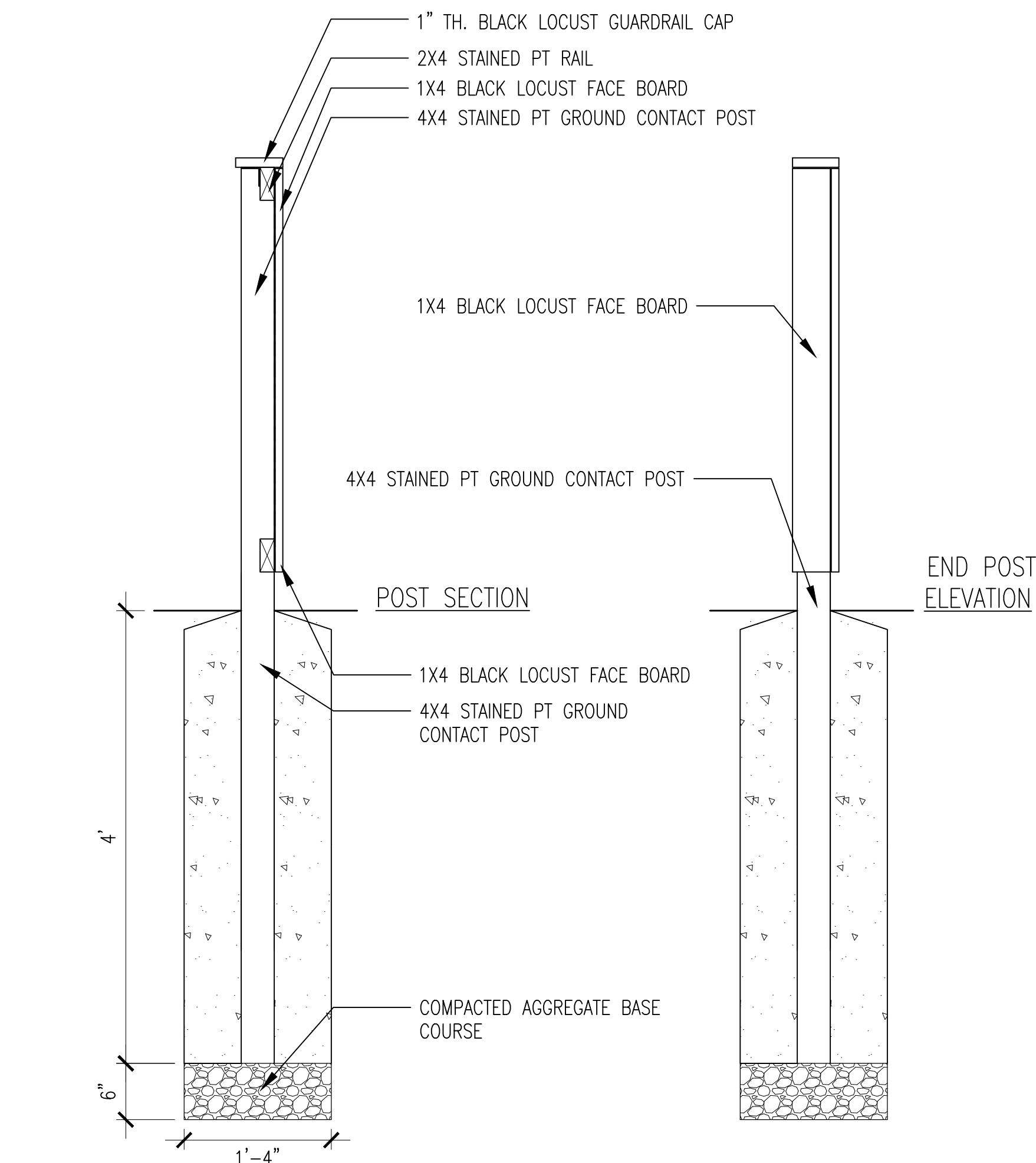
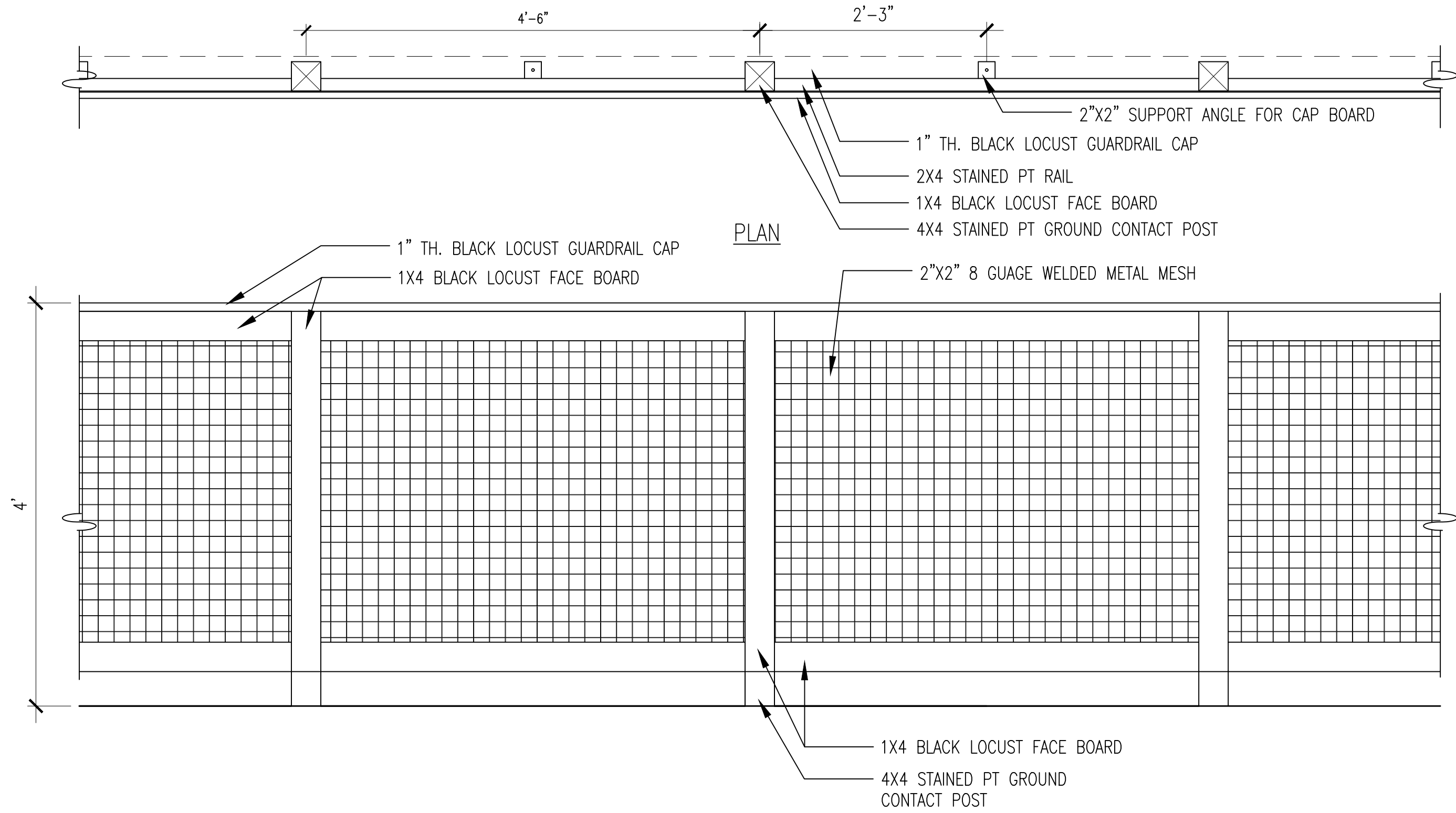
- TOP ELEVATION BETWEEN STONES OF SAME TYPE OR BETWEEN STONE TYPES A AND C CAN VARY BY A MAXIMUM 1/2" FROM ONE STONE TOP ELEVATION TO ADJACENT STONE TOP ELEVATION.
- MAXIMUM GAP ON THE VERTICAL JOINT BETWEEN STONES IS 1.5"
- MAXIMUM GAP ON THE HORIZONTAL TOP SURFACE OF STONES IS 1.5"
- STONE MATERIAL: SENECA BOULDERS GUILLOTINED AT DIMENSIONS INDICATED IN THE SCHEDULE
- ALL EXPOSED SURFACES TO APPEAR SPLIT FACE OR GUILLOTINED. ANY SAWN FACES SHALL NOT BE EXPOSED.
- LAYOUT AND PLACEMENT OF BOULDERS IN THE PLAYGROUND AREA TO BE COORDINATED WITH PLAY FEATURE FALL ZONES AND PLAYGROUND INSTALLER.
- LANDSCAPE ARCHITECT TO APPROVE STONE AS SUPPLIED TO SITE PRIOR TO INSTALLATION. STONE MARKED BY STONE TYPE.
- STONE SET A MINIMUM OF 6" BELOW FINISHED GRADE (RELATIVE TO LOWEST ADJACENT ELEVATION).
- PROVIDE FILTER FABRIC PLACEMENT AT BACK OF STONE TO PREVENT MIGRATION OF SOIL AND SMALL STONES THROUGH LANDSCAPE STONE GAPS.

04 STONE PLAN

L-501 SCALE: 1/4" = 1'-0"

WALL LENGTH SUPERCEEDS TOTAL STONE QUANTITY FOR STONE TYPE A. NUMBER OF STONES DETERMINED BASED ON MEETING THE TOTAL WALL LENGTH.

JUL 08, 2026 - 11:09pm WA103-121 Oxford Community Lot.dwg (09-mech) L-502 FENCE AND STRUCTURES.dwg



01 4' WOOD PLAYGROUND FENCE
L-502 SCALE: 1"=1'-0"

02 3'-6" WOOD PICKET FENCE
L-502 SCALE: 1"=1'-0"

Project:

OXFORD COMMUNITY LOT

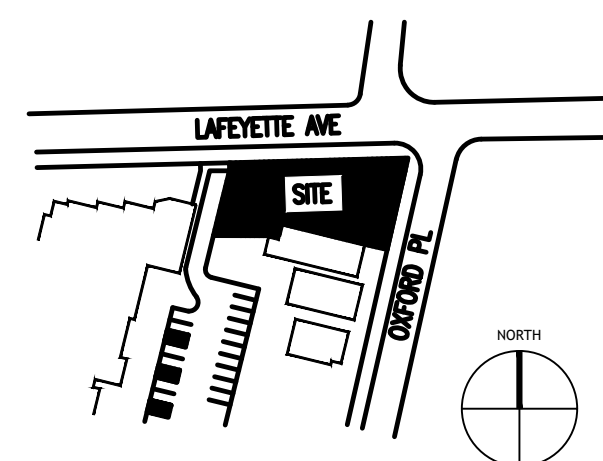
BUFFALO NEW YORK

Client:

911 Lafayette Ave,
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Seal:

Submissions:

Date: Type:

Project Phase:

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Drawing Title:

SITE FENCES

Scale:

AS NOTED

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MNLA

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13 OF 15

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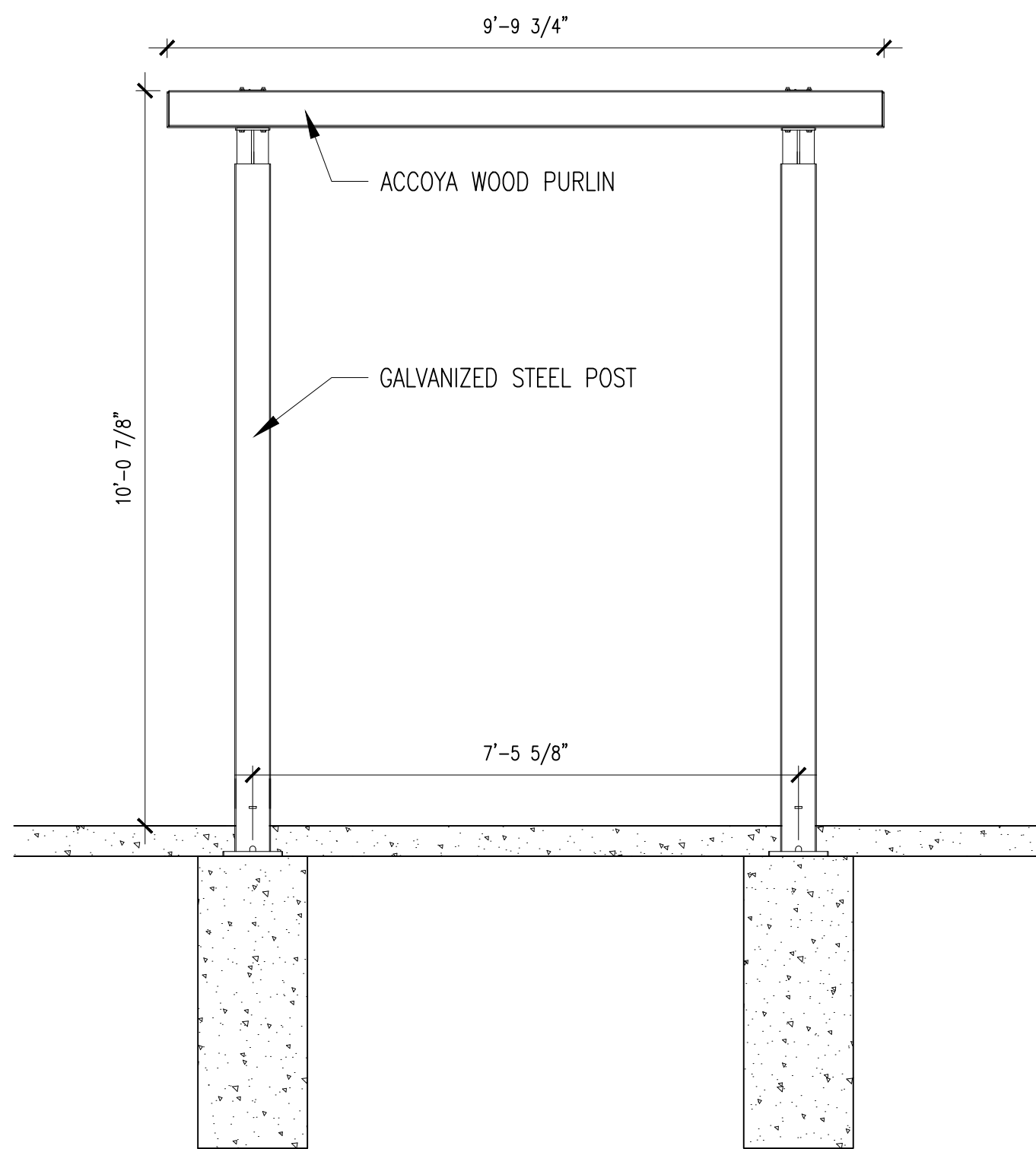
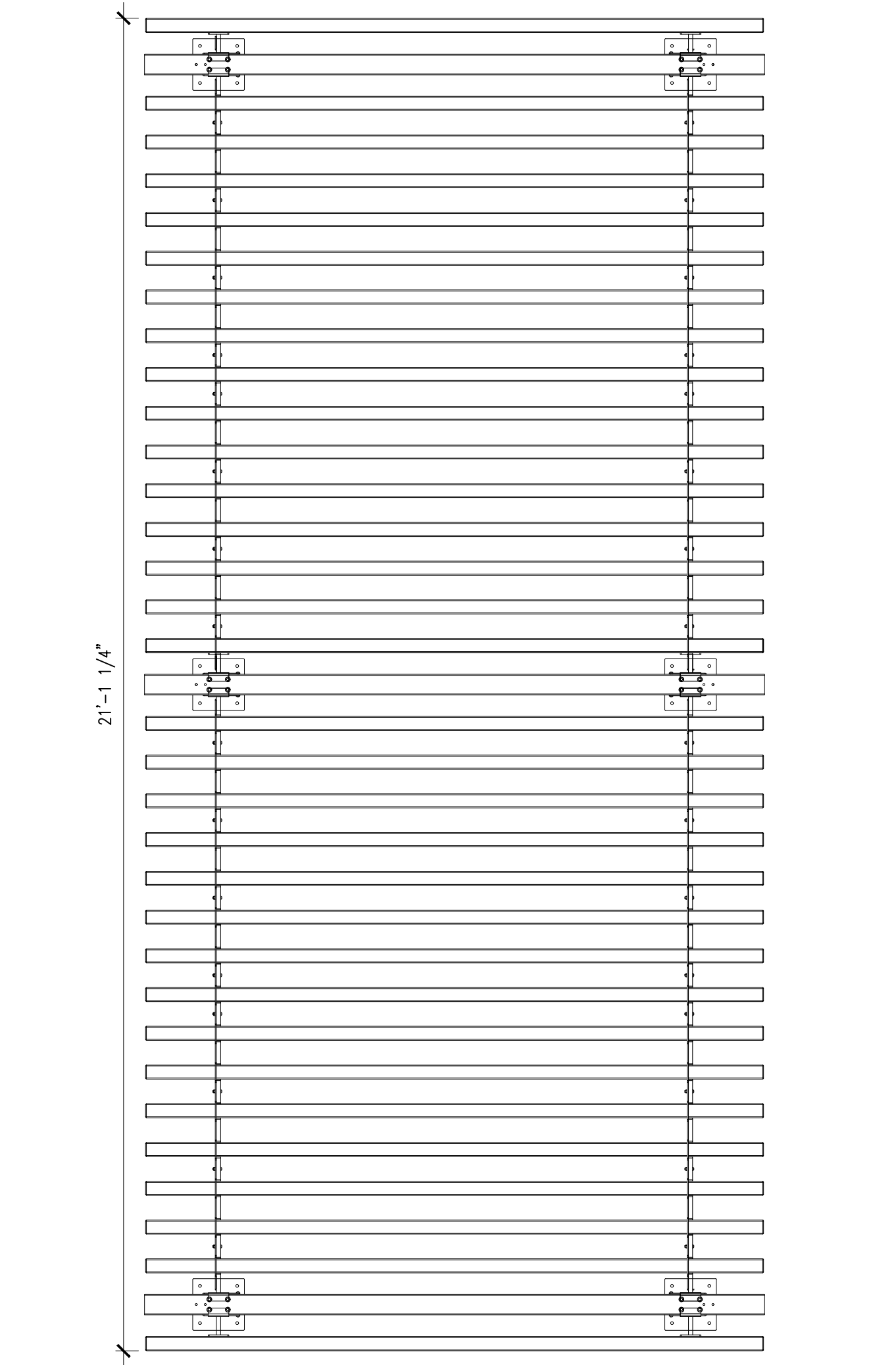
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MNLA Project No:

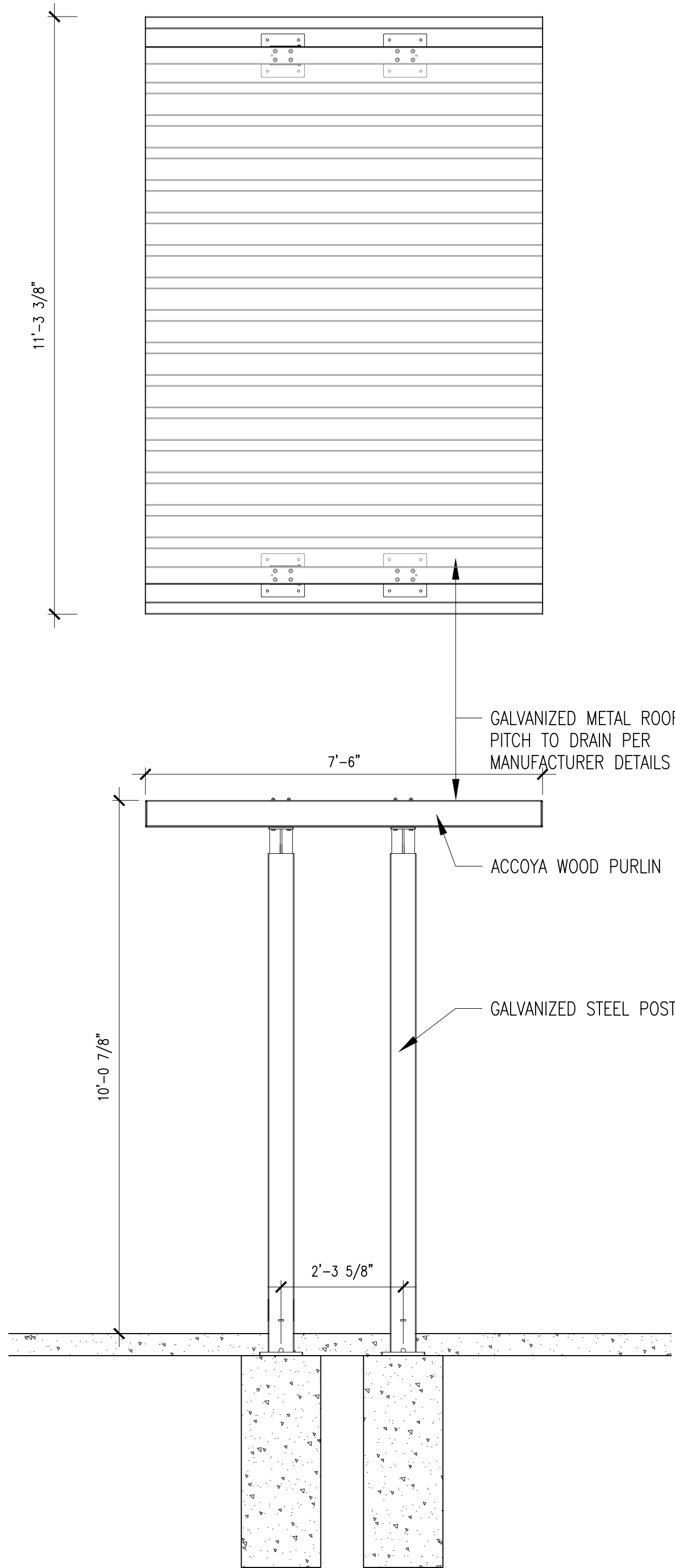
23-121

L-502



STREETLIFE ROUGH&READY LINEAR SHADE
R&R-SHA-CW-600-300-AC
STAND ALONE GALVANIZED STEEL SHADE STRUCTURE WITH CROSSWISE ACCOYA BEAMS

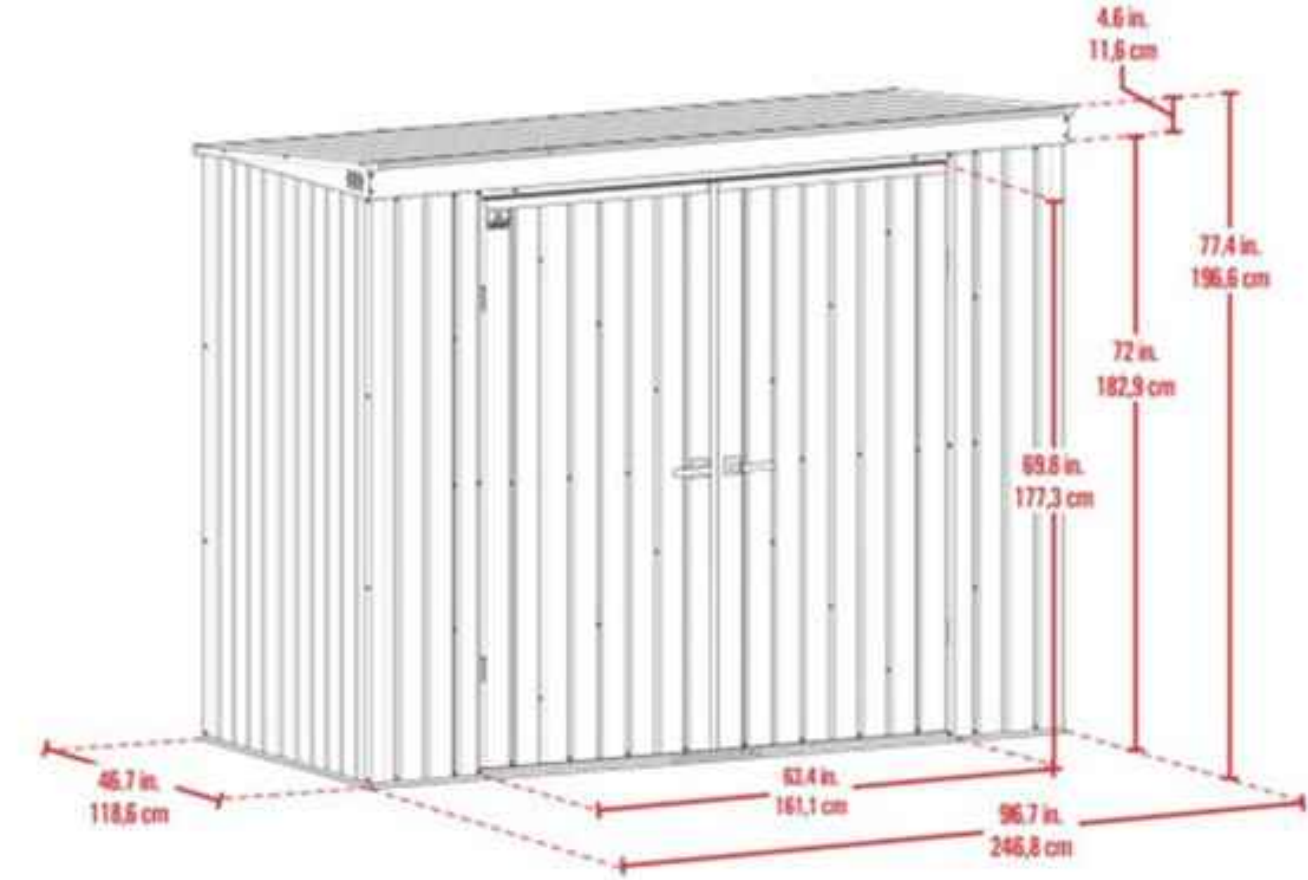
01 LINEAR SUN SHADE
L-504 SCALE: 1/2" = 1'-0"



STREETLIFE ROUGH&READY LINEAR HOVER SHADE WITH CUSTOM SOLID METAL ROOF
STAND ALONE GALVANIZED STEEL SHADE STRUCTURE WITH CROSSWISE ACCOYA BEAMS
DIMENSIONS OF ROOF SUBJECT TO STRUCTURAL REVIEW

02 LINEAR HOVER RAIN SHADE
L-504 SCALE: 1/2" = 1'-0"

ARROW
Elite
series
8 x 4 ft.
2.4 x 1.2 m
Models:
EP84CG, EP84AN, EG84AB & EP84BG



ARROW ELITE 8X4X6 ANTHRACITE STEEL
STORAGE SHED WITH CONCRETE ANCHORS
MODEL #EP84AN

03 STORAGE SHED
L-504 SCALE: NTS

Project:

OXFORD COMMUNITY LOT

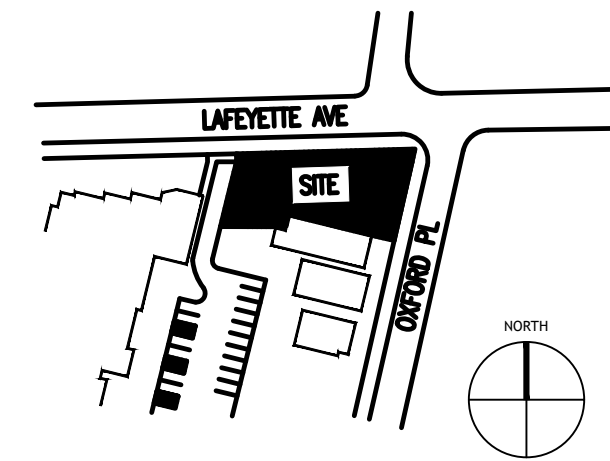
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Seal:

Submissions:

Date: Type:

Project Phase:

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Drawing Title:

SITE STRUCTURES

Scale:

AS NOTED

Date:

JULY 8, 2026

Drawn By:

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Sheet No:

15 OF 16

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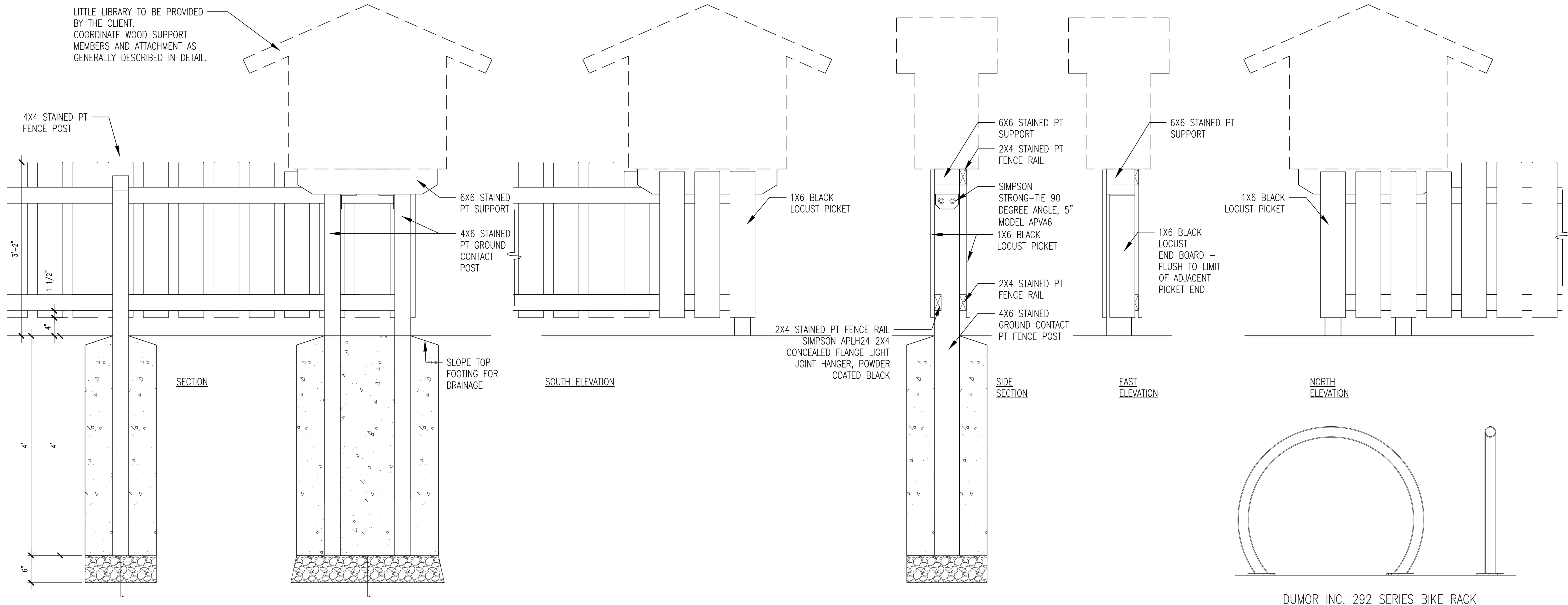
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23-121

L-504

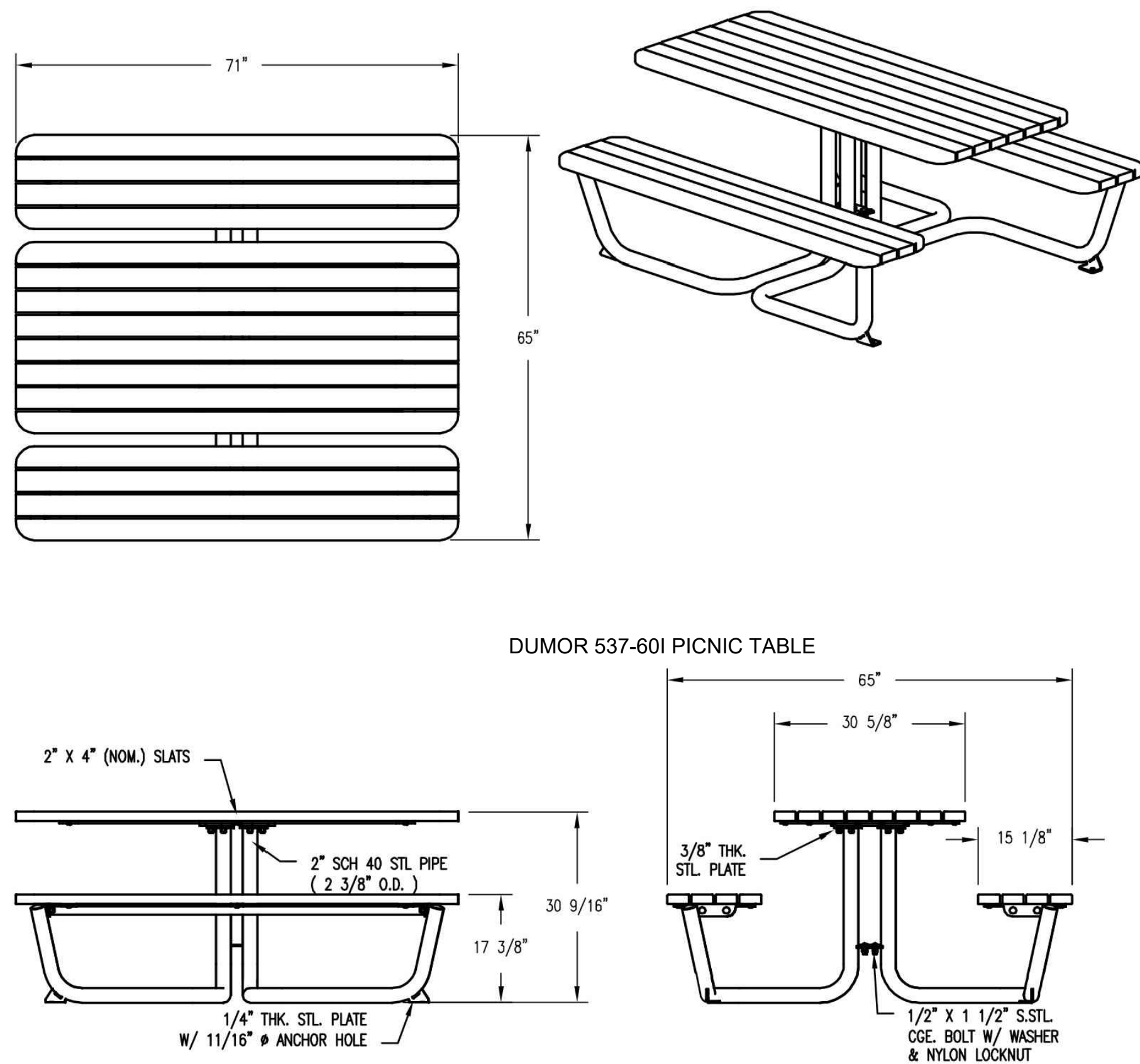
Jul 09, 2026 - 12:00pm WA103-121 Oxford Community Lot (09-amenities)-L-503 SITE AMENITIES DETAILS.dwg



01 RELOCATED LITTLE LIBRARY
L-503 SCALE: NTS

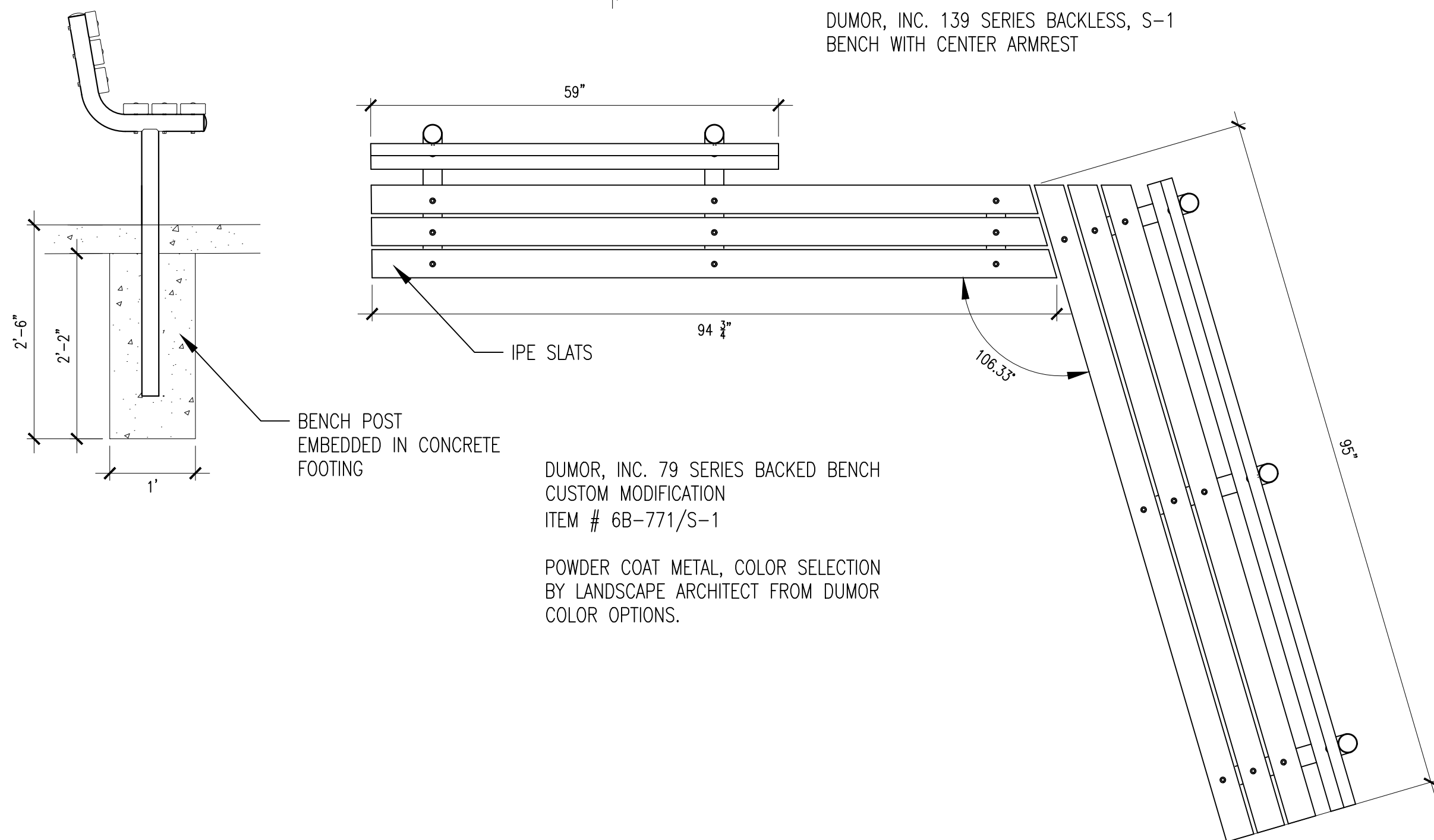
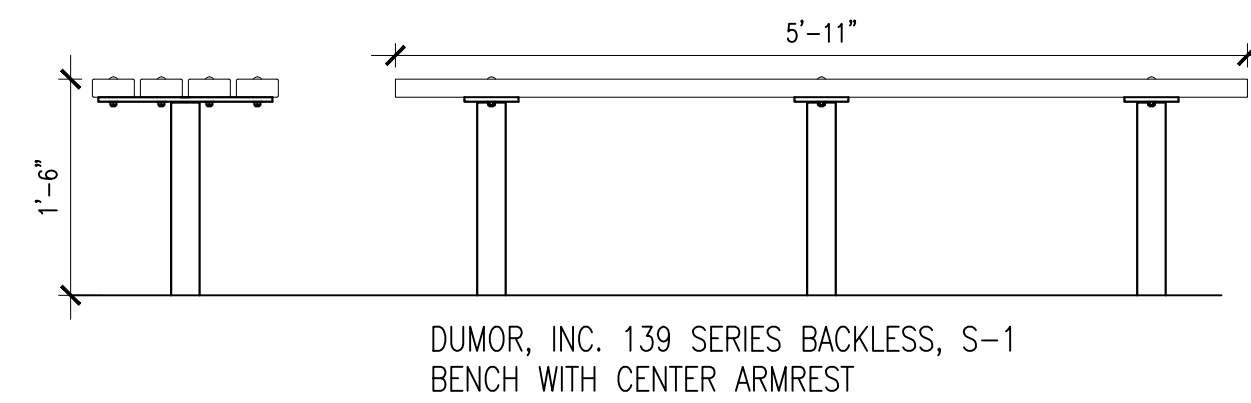


03 LOOP ARC
L-503 SCALE: 28/64" = 1'-0"



04 PICNIC TABLE
L-503 SCALE: 3/4" = 1'-0"

02 BIKE RACK
L-503 SCALE: 1" = 1'-0"



05 WOOD BENCHES
L-503 SCALE: 3/4" = 1'-0"

Project:

OXFORD COMMUNITY LOT

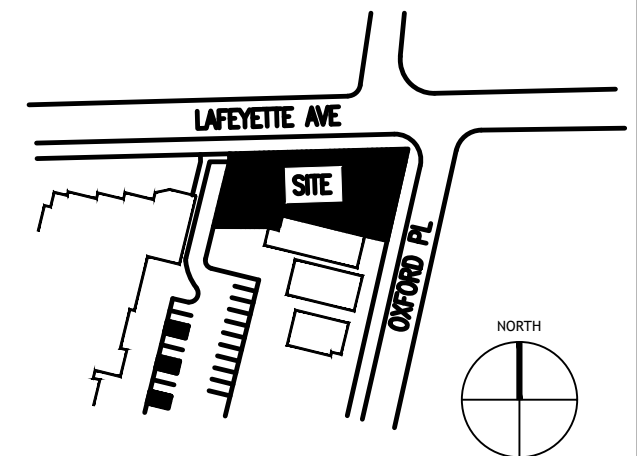
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Seal:

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Drawing Title:

SITE AMENITIES DETAILS

Scale:

AS NOTED

Date: JULY 8, 2026

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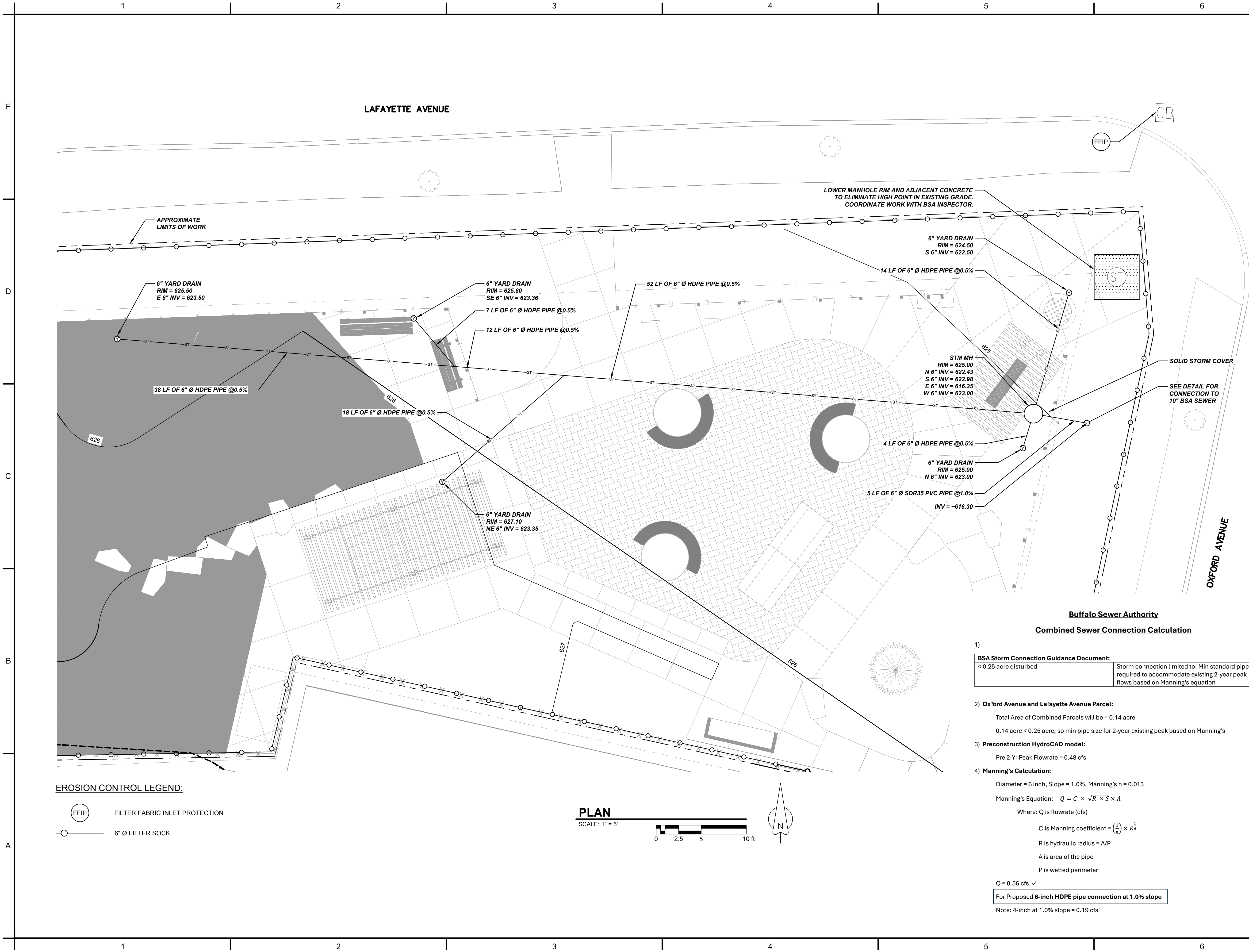
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23-121

L-503

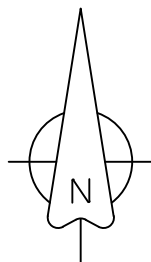
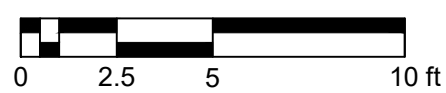


EROSION CONTROL LEGEND:

- FILTER FABRIC INLET PROTECTION
- 6" Ø FILTER SOCK

PLAN

SCALE: 1" = 5'



Buffalo Sewer Authority
Combined Sewer Connection Calculation

- 1) **BSA Storm Connection Guidance Document:**
 < 0.25 acre disturbed Storm connection limited to: Min standard pipe required to accommodate existing 2-year peak flows based on Manning's equation
- 2) **Oxford Avenue and Lafayette Avenue Parcel:**
 Total Area of Combined Parcels will be = 0.14 acre
 0.14 acre < 0.25 acre, so min pipe size for 2-year existing peak based on Manning's
- 3) **Preconstruction HydroCAD model:**
 Pre 2-Yr Peak Flowrate = 0.48 cfs
- 4) **Manning's Calculation:**
 Diameter = 6 inch, Slope = 1.0%, Manning's n = 0.013
 Manning's Equation: $Q = C \times \sqrt{R} \times S \times A$
 Where: Q is flowrate (cfs)
 C is Manning coefficient = $\left(\frac{1}{n}\right) \times R^{\frac{2}{3}}$
 R is hydraulic radius = A/P
 A is area of the pipe
 P is wetted perimeter
 Q = 0.56 cfs ✓
 For Proposed 6-inch HDPE pipe connection at 1.0% slope
 Note: 4-inch at 1.0% slope = 0.19 cfs



3556 Lake Shore Road, Suite 500 | Buffalo, NY 14219
(716) 827-8000 | (716) 826-7958 fax
www.nussclarke.com

OXFORD COMMUNITY LOT
DEVELOPMENT - PEOPLE, INC.

BUFFALO, NEW YORK

DRAINAGE PLAN

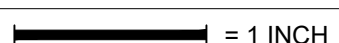
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No.	DESCRIPTION	DATE
0	AS ADVERTISED FOR BIDS	07/08/26

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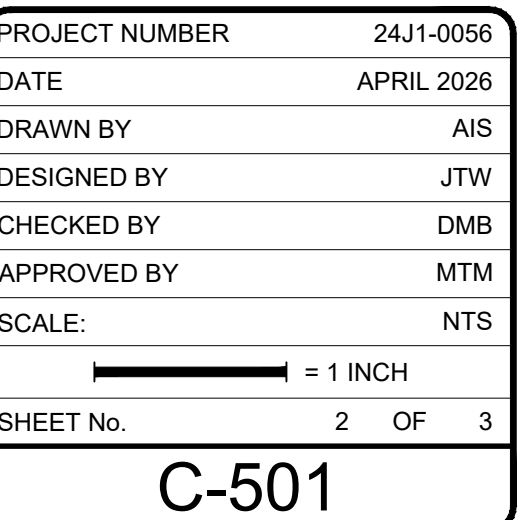
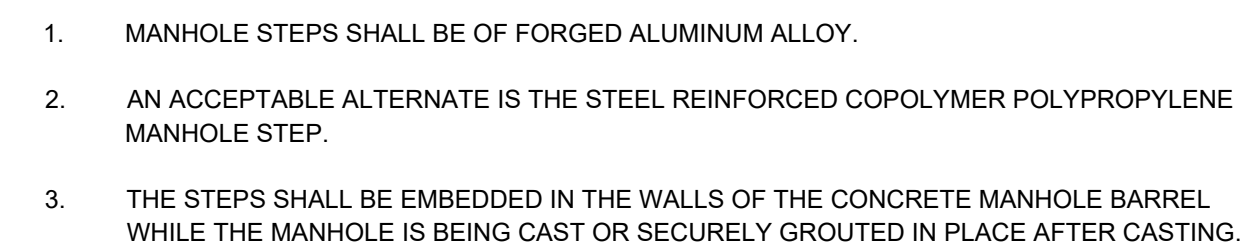
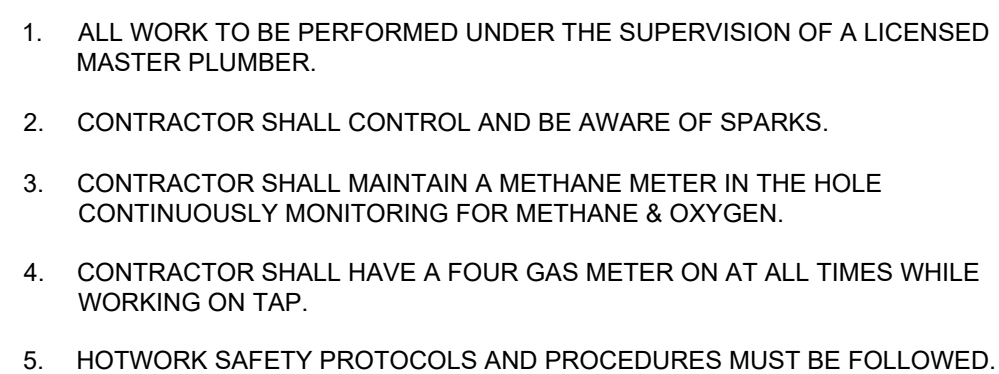
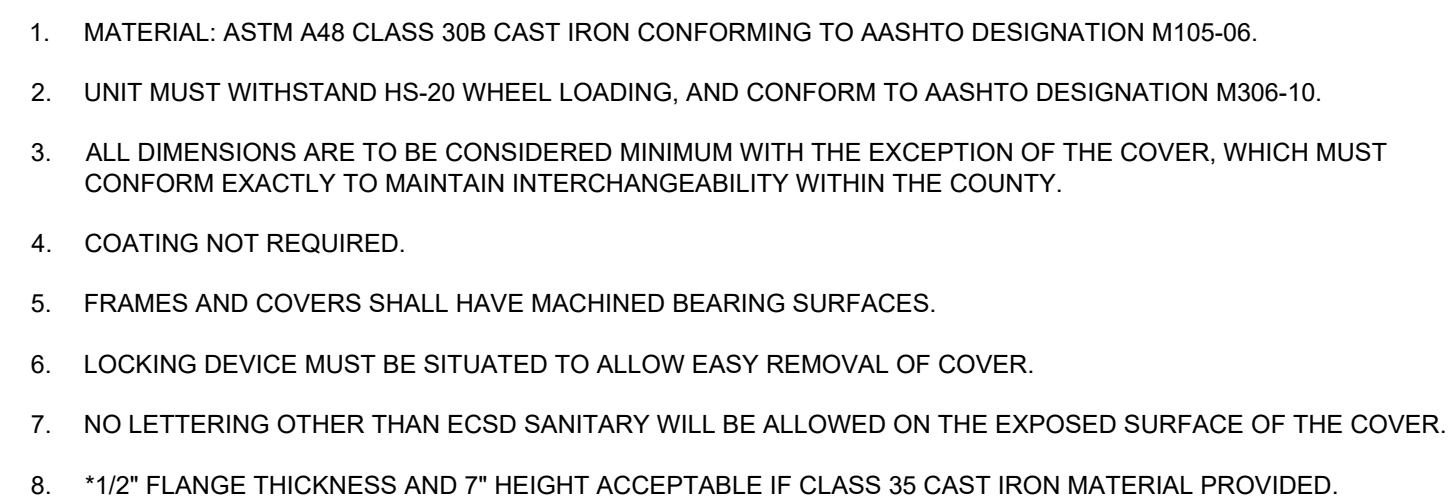
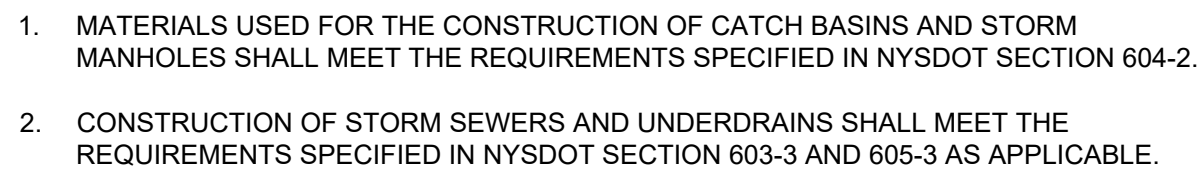
PROJECT NUMBER	24J1-0056
DATE	APRIL 2026
DRAWN BY	AIS
DESIGNED BY	JTW
CHECKED BY	DMB
APPROVED BY	MTM

SCALE: 1" = 5'



SHEET No. 1 OF 3

C-101





SILT FENCE INLET PROTECTION
(FOR UNPAVED AREAS)



FILTER FABRIC INLET PROTECTION (FOR PAVED AREAS)

- SILT FENCE INLET PROTECTION NOTES:

1. FILTER FABRIC SHALL HAVE AN EOS OF 40-85. BURLAP MAY BE USED FOR SHORT TERM APPLICATIONS.
2. CUT FABRIC FROM A CONTINUOUS ROLL TO ELIMINATE JOINTS. IF JOINTS ARE NEEDED THEY WILL BE OVERLAPPED TO THE NEXT STAKE.
3. STAKE MATERIALS WILL BE STANDARD 2" X 4" WOOD OR EQUIVALENT, OR METAL WITH A MINIMUM LENGTH OF 3 FEET.
4. SPACE STAKES EVENLY AROUND INLET 3 FEET APART AND DRIVE A MINIMUM 18 INCHES DEEP. SPANS GREATER THAN 3 FEET MAY BE BRIDGED WITH THE USE OF WIRE MESH BEHIND THE FILTER FABRIC FOR SUPPORT.
5. FABRIC SHALL BE EMBEDDED 1 FOOT MINIMUM BELOW GROUND AND BACKFILLED. IT SHALL BE SECURELY FASTENED TO THE STAKES AND FRAME.
6. A 2" X 4" WOOD FRAME SHALL BE COMPLETED AROUND THE CREST OF THE FABRIC FOR OVER FLOW STABILITY.

FILTER FABRIC INLET PROTECTION NOTES:

1. INSPECT ON A WEEKLY BASIS AND REMOVE SILT AS NECESSARY.

1 FILTER FABRIC INLET PROTECTION

SCALE: NTS



NOTES:

1. FILTER MEDIA FILL TO MEET APPLICATION REQUIREMENTS.
2. COMPOST MATERIALS TO BE DISPERSED ON SITE, AS DETERMINED BY ENGINEER.

2 COMPOST FILTER SOCK

SCALE: NTS

3556 Lake Shore Road, Suite 500 | Buffalo, NY 14219
(716) 827-8000 | (716) 826-7958 fax
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**OXFORD COMMUNITY LOT
DEVELOPMENT - PEOPLE, INC.
BUFFALO, NEW YORK**

DETAILS

[illegible]

NUSSBAUMER & CLARKE, INC.
A CORPORATION REGISTERED TO PRACTICE
PROFESSIONAL ENGINEERING & LAND SURVEYING IN
THE STATE OF NEW YORK
CERTIFICATE NO. 027

UNAUTHORIZED ALTERATION OR ADDITION TO THIS
ENGINEERING DRAWING IS A VIOLATION OF
SECTION 7209, PROVISION 2 OF THE NEW YORK STATE
EDUCATION LAW.

PROJECT NUMBER	24J1-0056
DATE	APRIL 2026
DRAWN BY	AIS
DESIGNED BY	JTW
CHECKED BY	DMB
APPROVED BY	MTM
SCALE:	NTS

SHEET No. 3 OF 3

C-502

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