

ADDENDUM

Buffalo Niagara Waterkeeper
Cradle Beach Reforestation
Addendum No. 1
Date Issued: November 13, 2025

The attention of bidders is called to the following changes to the Bid Documents, shall be taken into account in the preparation of Bids, and shall be a part of the Bid Documents.

Bidders must acknowledge receipt of this Addendum on page 2 of the Bid Form (Section 00300 – Bid Form).

The Following questions were received:

1. Should the Contractor move the logs, fallen trees or snags within the fenced areas?

Response: All vegetation shall be cut back, and mulch more than 2 inches deep shall be removed from within the fenced node footprint prior to planting. Fallen trees, logs and snags that are within the way of securing the fence to the ground, shall be cut to facilitate proper fence installation. Woody debris can remain within the fenced node planting area as long as it doesn't obstruct planting space, ensuring the required number of plants can still be planted at the specified density.

If a dead standing tree is within or near the fencing and is at risk of falling on the fence that tree can be felled and left on-site. Tree felling has been added to the bid form as an additional alternate in case this is an action that is needed.

2. How should the bidders factor in the requirement to stake the trees since that may or may not be needed?

Response: BNW will add tree staking to the bid form as an additional alternate on the bid form in case this is an action that is needed.

3. Who will be watering the plants?

Response: Watering is not a part of the contractor scope. Because of the size and inundation of the site, watering is not included in the contract.

4. Can the Contractor use a mini excavator or similar small machinery?

Response: All materials transported to the planting zones within the wetland areas from the paved trails or lawn areas must be accomplished by foot or small machinery, to be pre-

approved by BNW and Landowner. Please note that the contractor will be responsible for repairing and restoring any damage to paved or lawn areas to pre-construction conditions.

5. Should the Contractor clear the cottonwoods that are growing throughout the forested area?

Response: No, the Contractor is just expected to clear all vegetation within the fenced nodes once during initial install, as described in the specifications.

6. What does 'not to be inundated' mean?

Response: This means that the plant should be planted within a dryer area of the fenced node so that it isn't inundated as frequently as some of the other species that prefer a wetter environment.

7. Are there any regulations regarding tree cutting in the fall?

Response: Yes, any standing tree cutting/felling for species larger than 3" DBH must occur during the appropriate windows (November 1 through March 31) for species such as the Northern Long-eared Bat.

8. Is the project prevailing wage?

Response: No, it is not prevailing wage.

9. Is there an operational ceiling for Cradle Beach?

Response: The activity and programming on site will be outside of the planting/work windows. The Contractor is the only one with access to the construction access road.

10. Can the Contractor source plants from Canada?

Response: BNW reached out to the grant administrator for clarity. The grant is subject to the Build America, Buy America Act, but plant stock does not apply and can therefore be procured from Canadian nurseries.

--- END OF ADDENDUM ---



**BUFFALO NIAGARA
WATERKEEPER®**

PROJECT MANUAL

Cradle Beach Reforestation Project
October 1, 2025

*8038 Old Lakeshore Road,
Angola, New York 14006*

Prepared By:

Buffalo Niagara Waterkeeper
721 Main Street
Buffalo, NY 14203

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00100 - ADVERTISEMENT FOR BIDS

General Notice

Buffalo Niagara Waterkeeper is requesting Bids for implementation of the Cradle Beach Reforestation Project. Digital Bids may be submitted to bmajda@bnwaterkeeper.org where they will be received by Bonnie Majda, Administrative Assistant at Buffalo Niagara Waterkeeper, until Friday, November 21st 2025 at 3:00 p.m. local time.

Project Summary

The Cradle Beach Reforestation Project is located on the Cradle Beach, Inc. property in the Town of Angola, along Little Sister Creek. This area was once a healthy wetland forest with a thick canopy of ash trees, but almost all of them were lost due to the Emerald Ash Borer. Without this canopy, the site has become more open to invasive plants, erosion, runoff, and loss of wildlife habitat. Today, the twenty-acre floodplain is mostly covered with herbaceous and young woody plants but is missing the forest structure and diversity it once had.

To bring the forest back, 4,013 native trees and shrubs will be planted over two years. Groups of plantings will be protected by deer fencing, while smaller plant stock will be added in areas surrounding the fenced nodes and along the shoreline. The project also includes interpretive signage installation for visitors.

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found at the following designated website:
<https://bnwaterkeeper.org/cradle-beach-reforestation-bids2025/>

Pre-bid Conference

A mandatory pre-bid meeting will be held (rain or shine) at the Cradle Beach parking lot in Angola, NY, on Thursday, October 16th 2025, at 9:30 am. After brief introductions, Buffalo Niagara Waterkeeper will lead a short walking tour (approximately .75-mile loop) throughout the project area described in this bid. The terrain will be paved trails and some off trail walking throughout the woodlot on gentle slopes; however, conditions could be wet or snowy, depending on the weather.

The address of the site is:

*8038 Old Lakeshore Rd
Angola, NY 14006.*

For those intending to submit a bid, at least one representative of the Contractor team must attend the pre-bid meeting.

Instructions to Bidders.

A performance bond and payment bond will be required of the selected contractor. Bidders will be required to provide proof of qualifications to perform the Work, utilizing forms provided in the bid book. The Project is expected to commence in March 2026 and be completed by May 30, 2027. Buffalo Niagara Waterkeeper reserves the right to reject any, or all, bids. For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: Buffalo Niagara Waterkeeper

Landowner: Cradle Beach, Inc

By: Jill Jedlicka

Title: Executive Director

Date: October 6, 2025

00200 - INSTRUCTIONS TO BIDDERS FOR CONTRACT

ARTICLE 1 – DEFINED TERMS

Not used

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). It is Bidder’s responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder’s failure to obtain Addenda from a plan room.
- 2.04 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner cannot totally control the transmission and receipt of Electronic Documents nor the Contractor’s means of reproduction of such documents, the Owner cannot and does not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.04.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
 - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Bidder's state or other contractor license number, if applicable.
 - D. Subcontractor and Supplier qualification information.
 - E. Other required information regarding qualifications.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner will be present to discuss the Project. Bidders are required to attend and participate in the conference.
- 4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

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

- 5.01 *Site and Other Areas*

- A. The Site is located at: 8038 Old Lakeshore Road, Angola NY. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

- A. No other Site-related documents are available.

5.03 *Safety Program*

- A. Site visits and work at the Site may be governed by Landowner safety program. If the Landowner safety program exists or there are additional requirements, they will be provided to successful bidder.

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 Express Representations and Certifications in Bid Form, Agreement

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

ARTICLE 7—INTERPRETATIONS AND ADDENDA

7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.

7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Owner in writing. Contact information and submittal procedures for such questions are as follows:

Bonnie Majda
bmajda@bnwaterkeeper.org

7.03 Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions must be received no later than 4:00pm on Friday, October 31st 2025.

7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract

Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

8.01 There is no requirement for Bid Security.

ARTICLE 9—CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.

9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS

10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Owner authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Owner until after the Effective Date of the Contract.

10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

11.01 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for any Work within five days after Owner has requested such information.

11.02 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, without an increase in Bid price.

11.03 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to another Bidder that proposes to use acceptable Subcontractors and Suppliers. Any Subcontractor or Supplier, so listed and against which Owner makes no written objection prior

to the giving of the Notice of Award will be deemed acceptable to Owner subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

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

writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

- 12.12 Bidder must disclose in their bid any personal or financial interest between the bidder and Owner and/or Landowner. A conflict of interest shall be defined as an interest which occurred in the past three years, and which may cause bias or the presumption of bias.
- 12.13 Bidder and any proposed subcontractor/supplier must not be on the New York State Medicaid Exclusion list. If any party is on the New York State Medicaid Exclusion list their bid will be disqualified.

ARTICLE 13—BASIS OF BID

13.01 *Unit Cost total*

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

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents include one copy of the Bid Form. The Bid Form is to be completed and submitted with the other documents required to be submitted under the terms of Article 2 of the Bid Form. Bidders must follow all bid instructions and include all required forms in .pdf format as part of their submission
- 14.02 One (1) digital version of the complete Bid saved as a .pdf file and addressed to Bonnie Majda, Administrative Assistant, shall be submitted to bmajda@bnwaterkeeper.org no later than the date and time prescribed in the Advertisement. Late, corrupt, or incomplete proposals will be rejected. Bid files shall be clearly labeled to identify the name of the Bidder and the Project name and may not exceed 20 MB (multiple files are acceptable). Proposals will receive a confirmation email of receipt within one business day of submittal.
- 14.03 The digital .pdf file containing the Bid must be plainly titled with the name of the Bidder and notation "BID ENCLOSED".
- 14.02 Bids received after the date and time prescribed for the opening of bids, not submitted to the correct address or in the designated manner, will not be accepted and Bidder will receive a notice of rejection.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by letter of request executed in the same manner that a Bid must be executed and delivered to address where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be deleted and a confirmation of Bid withdrawal will be sent to the Bidder.
- 15.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a

material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid . Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

16.01 Bids will be opened privately. Within one business day of opening bids, all bidders will be notified via email of the amount of all bids submitted.

ARTICLE 17— BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner, then Owner will reject the Bid as nonresponsive.

18.04 Owner is not required to award the lowest bidder. If Owner awards the contract for the Work, such award will be based on a combination of contractor's qualifications, responsiveness, responsibility, and calculation of unit prices to determine which bid is in the best interest of the Project.

18.05 *Evaluation of Bids*

A. In evaluating Bids, Owner and Landowner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

18.06 In evaluating whether a Bidder is responsible, Owner and Landowner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

18.07 Owner and Landowner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

- 19.01 Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due.
- 19.02 All bonds must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- 19.03 Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- 19.04 If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- 19.05 Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- 19.06 Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.
- 19.07 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 21—SALES AND USE TAXES

- 21.01 Owner is exempt from New York state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes must not be included in the Bid.

00300 - BID FORM FOR CONSTRUCTION CONTRACT

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted digitally to: bmajda@bnwaterkeeper.org, to be received by Bonnie Majda, Administrative Assistant, at the offices of Buffalo Niagara Waterkeeper, 721 Main Street, Buffalo, NY 14203.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. List of Proposed Subcontractors;
 - B. List of Proposed Suppliers;
 - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - D. Contractor’s license number as evidence of Bidder’s State Contractor’s License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - E. Required Bidder Qualification Statement with supporting data

ARTICLE 3—BASIS OF BID—BID TOTAL AND UNIT PRICES

3.01 *Base Bid & Additive Bid Items*

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT COST	Bid Price
1	Performance and Payment Bonds	1	LS	\$_____	\$_____
3	Work Plans, Submittals, and Schedules	1	LS	\$_____	\$_____
2	#5 Container Trees	340	Each	\$_____	\$_____
3	#3 Container Shrubs	748	Each	\$_____	\$_____
4	Shoreline 3' Long Live Stake	300	Each	\$_____	\$_____
5	Node Adjacent Plantings*	2625	Lump Sum	\$_____	\$_____
	5.a.) 1-0 Bareroot Seedling		EA	\$_____	\$_____
	5.b.) Reforestation Plug (Tree/Shrub)		EA	\$_____	\$_____

7	Fenced Node Installation	4596	Linear Ft	\$ _____	\$ _____
8	Fenced Node Access Gate	13	Each	\$ _____	\$ _____
9	Interpretive Sign Installation	1	Each	\$ _____	\$ _____
10	Site Cleanup and Restoration	1	Lump sum	\$ _____	\$ _____
11	Reporting	1	Lump sum	\$ _____	\$ _____
Total Bid Sum (Items 1-11)				\$ _____	
-	Additive Bid Item: Clearing of Woody Debris	6	AC	\$ _____	-
-	Additive Bid Item: Tree Felling	X	Each	\$ _____	-
-	Additive Bid Item: Tree Staking	X	Each Per Tree	\$ _____	-

** Bare-root seedlings and reforestation plugs are acceptable for the node adjacent planting areas. Contractor shall propose the breakdown of quantities between bareroot seedlings and reforestation plugs which together shall total the Node Adjacent Plantings line item.*

- A. Prospective Bidders must bid on all items to be considered:
- B. If a unit price is omitted, the bid will be rejected.
- C. Owner reserves the right to accept or reject, at the Unit Prices, any one of the Bid Items or any combination thereof.
- D. If there is a discrepancy between the unit price and its extension, the unit price will govern.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with the dates indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

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

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder’s Representations

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
5. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
7. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.
8. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

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

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

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

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

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

00400 - QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:			
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business’s organizational structure:

Form of Business:		<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venture.			
Date Business was formed:		State in which Business was formed:	
Is this Business authorized to operate in the Project location?			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	
Licensing Agency:	
License No:	Expiration Date:
Name of License:	
Licensing Agency:	

License No:		Expiration Date:	
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ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business’s Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input type="checkbox"/> Other		
<input type="checkbox"/> None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business’s safety organization and safety performance.

Name of Business’s Safety Officer:		
Safety Certifications		
Certification Name	Issuing Agency	Expiration

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:		
Surety is a corporation organized and existing under the laws of the state of:		
Is surety authorized to provide surety bonds in the Project location?	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Is surety listed in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business’s insurance company(s), including but not limited to its Commercial General Liability and Worker’s Compensation carriers. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Does provider have an A.M. Best Rating of A-VII or better?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 8—CONTRACTOR EXPERIENCE

- 8.01 Provide a list of a minimum of three and a maximum of six projects completed in the last 5 years that demonstrate the Business’s experience with projects similar in type and cost of construction.

A. Provide the project name and location, project owner, date of work, cost of construction

8.02 Provide a 1 to 2 page resume for key individuals including the Project Manager, Project Superintendent, Quality Manager, and Safety Manager.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venture, as required in Paragraph 1.02.
- B. Diverse Business Certifications required by Paragraph 3.01, if applicable.
- C. Certification of Business's safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.
- E. A 1-2 page summary of prior project experience as required by Paragraph 8.01.
- F. Resumes for the key individuals as required by Paragraph 8.02.

This Statement of Qualifications is offered by:

Business:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(date signed)

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

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

00500 – PAYMENT BOND GUIDELINES FOR USE OF PAYMENT BOND

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

The Payment Bond is the document in which the Contractor and its Surety commit to making payment to Subcontractors and Suppliers for labor, materials, and equipment provided to Contractor for the benefit of the Project and Owner. This bond form sets forth the obligations of the Surety to the Owner in the event Contractor fails to pay a Subcontractor or Supplier.

2.0 ORGANIZATION OF INFORMATION

All parties involved in a construction project benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location; doing so frequently leads to confusion and unanticipated legal consequences.

3.0 EDITING THIS DOCUMENT

3.1 It is intended that this document be edited before being furnished as a form to prospective Bidders or Contractors, and for each actual issuance of a Payment Bond. Guidelines for editing include:

- A. Remove the cover pages which consist of the title pages and these Guidelines for Use.
- B. Type in required information as indicated by brackets ([]). Bracketed text will usually provide instructions for what is to be inserted in place of the brackets. Delete brackets and change formatting to match existing text after project specific text has been added, e.g. change “[Project Name]” to “Peach Street Renovation” (without brackets or bold, or quotation marks).
- C. Fill in blanks, if any. It will be more common for information to be inserted by user to be indicated by a prompt in brackets, as described in Paragraph B above, rather than by an underline-style blank.
- D. Modify check-boxes as required by clicking in the box.

PAYMENT BOND

Contractor		Surety	
Name:		Name:	
Address (<i>principal place of business</i>):		Address (<i>principal place of business</i>):	
Owner		Contract	
Name:	Buffalo Niagara Waterkeeper	Description (<i>name and location</i>):	
Mailing address (<i>principal place of business</i>):			
721 Main Street Buffalo NY 14203			
		Contract Price:	
		Effective Date of Contract:	
Bond			
Bond Amount:			
Date of Bond:			
<i>(Date of Bond cannot be earlier than Effective Date of Contract)</i>			
Modifications to this Bond form:			
<input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18			
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.			
Contractor as Principal		Surety	
_____ <i>(Full formal name of Contractor)</i>		_____ <i>(Full formal name of Surety) (corporate seal)</i>	
By:		By:	
	<i>(Signature)</i>		<i>(Signature)(Attach Power of Attorney)</i>
Name:	_____	Name:	_____
	<i>(Printed or typed)</i>		<i>(Printed or typed)</i>
Title:	_____	Title:	_____

Attest: _____
(Signature)

Name: _____
(Printed or typed)

Title: _____

Attest: _____
(Signature)

Name: _____
(Printed or typed)

Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **[Describe modification or enter “None”]**

00600 – PERFORMANCE BOND

GUIDELINES FOR USE OF PERFORMANCE BOND

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

The Performance Bond is the document in which the Contractor and Surety provide assurances to the Owner regarding the performance and completion of the Contractor's obligations under the construction contract. The Performance Bond establishes the responsibilities of the Surety with regard to a default in performance by the Contractor.

The Owner typically provides the Performance Bond form to prospective Bidders or Contractors, sometimes with some of the Project-specific information (for example, Owner's correct legal entity name) inserted in the form. After a Contractor has been selected, the Contractor's Surety issues the actual executed Performance Bond, based on the form, and the Contractor submits the executed Performance Bond to Owner at the time the Contract is signed.

2.0 ORGANIZATION OF INFORMATION

All parties involved in a construction project benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location; doing so frequently leads to confusion and unanticipated legal consequences. --

3.0 EDITING THIS DOCUMENT

3.1 It is intended that this document be edited before being furnished as a form to prospective Bidders or Contractors, and for each actual issuance of a Performance Bond. Guidelines for editing include:

- A. Remove the cover pages which consist of the title pages and these Guidelines for Use.
- B. Type in required information as indicated by brackets ([]). Bracketed text will usually provide instructions for what is to be inserted in place of the brackets. Delete brackets and change formatting to match existing text after project specific text has been added, e.g. change "[Project Name]" to "Peach Street Renovation" (without brackets or bold, or quotation marks).
- C. Fill in blanks, if any. It will be more common for information to be inserted by user to be indicated by a prompt in brackets, as described in Paragraph B above, rather than by an underline-style blank.
- D. Modify check-boxes as required by clicking in the box.

PERFORMANCE BOND

Contractor		Surety	
Name:		Name:	
Address (<i>principal place of business</i>):		Address (<i>principal place of business</i>):	
Owner		Contract	
Name:	Buffalo Niagara Waterkeeper	Description (<i>name and location</i>):	
Mailing address (<i>principal place of business</i>):			
721 Main Street Buffalo NY 14203			
		Contract Price:	
		Effective Date of Contract:	
Bond			
Bond Amount:			
Date of Bond:			
<i>(Date of Bond cannot be earlier than Effective Date of Contract)</i>			
Modifications to this Bond form:			
<input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16			
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.			
Contractor as Principal		Surety	
By: _____ <i>(Full formal name of Contractor)</i>		By: _____ <i>(Full formal name of Surety) (corporate seal)</i>	
Name: _____ <i>(Signature)</i>		Name: _____ <i>(Signature)(Attach Power of Attorney)</i>	
Name: _____ <i>(Printed or typed)</i>		Name: _____ <i>(Printed or typed)</i>	
Title: _____		Title: _____	
Attest: _____		Attest: _____	
Name: _____ <i>(Signature)</i>		Name: _____ <i>(Signature)</i>	
Name: _____ <i>(Printed or typed)</i>		Name: _____ <i>(Printed or typed)</i>	
Title: _____		Title: _____	
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>			

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

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

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

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: None

TECHNICAL SPECIFICATIONS

SECTION 01000
GENERAL REQUIREMENTS

1. GENERAL

1.1. Related Documents

- A. Drawings and general provisions of the Contract

1.2. Summary

- A. Section Includes:
 - 1. Project Information
 - 2. Description of Work covered by the Contract Documents
 - 3. Work Restrictions
 - 4. Contract modification procedures
- B. Related Requirements:
 - 1. Section 01100 – Staging Area
 - 2. Section 01200 – Site Preparation
 - 3. Section 01300 – Fencing and Barriers
 - 4. Section 01400 – Plants
 - 5. Section 01500 – Signage

1.3. Definitions

- A. Small Equipment: Machinery equal to or smaller in size and operational footprint than a compact track loader (e.g., Kubota track loader) or skid steer.

1.4. Required Submittals

- A. See 1.8 – Contract Modification Procedures

1.5. Project Information

- A. Project Identification: Cradle Beach Reforestation
 - 1. Owner: Buffalo Niagara Waterkeeper
 - 2. Owner Contact: Nicholas DiNardo
 - 3. Address: 721 Main Street, Buffalo NY 14203
 - 4. Work Phone; (716) 852-7483 ext. 48
 - 5. Email: ndinardo@bnwaterkeeper.org

1.6. Work Covered by Contract Documents

- A. The Work is defined by the Contract Documents and includes, but is not limited to, the following:
 - 1. Submitting all required project submittals and work plans.
 - 2. Mobilizing equipment and personnel necessary to perform the work.
 - 3. Procuring and installing all plant material, fencing and signage according to Contract Documents.

1.7. Site Access and Work Restrictions

- A. Project Area
 - 1. The Contractor shall have use of the project area up to the Contractor limit line in the Contract Documents.
- B. General Work Restrictions
 - 1. The Contractor shall comply with restrictions on construction operations, limitations on use of public streets, and with other requirements of authorities having jurisdiction.
 - 2. Only the use of small equipment and hand-operated tools is permitted within the project area.
- C. Available Work Period
 - 1. The Contractor is restricted to performing the Work, including mobilization and demobilization, between March 2026 and May 2027, unless otherwise approved by the Owner in writing. For specific task periods, see Section 01300 'Fencing and Barriers' and Section 01400 'Plants'.

1.8. Contract Modification Procedures

- A. Minor Changes in the Work
 - 1. Owner will issue supplemental instructions authorizing minor changes in the Work, not involving adjustments to the Contract Sum or the Contract Time.
- B. Owner-Initiated Proposal Requests:
 - 1. Owner will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 2. Work Change Proposal Requests issued by Owner are not instructions either to stop work in progress or to execute the proposed change.
 - 3. Within 14 calendar days, when not otherwise specified, after receipt of Proposal Request, Contractor shall submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - 4. Contractor shall include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

5. Contractor shall indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 6. Contractor shall include costs of labor and supervision directly attributable to the change.
 7. Contractor shall include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 8. Quotation Form: Use forms acceptable to Owner.
- C. Contractor-Initiated Proposals:
1. If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Owner.
 2. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 3. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 4. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 5. Include costs of labor and supervision directly attributable to the change.
 6. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 7. Proposal Request Form: Use form acceptable to Owner.
- D. Change Order Procedure
1. On Owner's approval of a Work Changes Proposal Request, Owner will issue a Change Order for signatures of Owner and Contractor on "Change Order".

2. MATERIALS

Not used

3. EXECUTION

Not used

----- END OF SECTION 0100-----

SECTION 01100
STAGING AREA

1. GENERAL

1.1. Related Documents

- A. Drawings and general provisions of the Contract

1.2. Summary

- A. Section Includes
 - 1. Material staging area
- B. Related Requirements
 - 1. Section 01200 – Site Preparation

1.3. Required Submittals

- A. Site Plan
 - 1. Provide a marked-up plan showing staging area(s), equipment access route(s) through the site, and parking areas for construction personnel.

1.4. Quality Assurance

- A. Pre-Construction Meeting
 - 1. Before mobilization and project start, contractor to meet with Owner staff and key stakeholders to review project requirements, storage location(s), review delivery procedures, work to be performed by others, and other topics as required for work in this Section.

1.5. Project Conditions

- A. Staging area(s) to be established and maintained by contractor throughout project so as not to be a hazard to camp users.
- B. Contractor responsible for returning all staging area(s) to their pre-project condition, including turfgrass repair, restoration, and establishment, and hardscape material cleaning and/or replacement.

2. MATERIALS

2.1. Materials

- A. Vegetation Protection Fencing
 - 1. HDPE or Polypropylene snow or safety barrier fence, orange.
- B. Stakes

1. Heavy duty steel landscape stakes, T- or U- shaped, or; 2x4 nominal wood stakes, non-pressure treated.
- C. Mulch
1. Mulch shall be sourced on-site from designated stockpile locations or areas approved by Owner.
 2. If on-site mulch is insufficient in quantity or unsuitable for the intended use, the Contractor shall be responsible for coordinating the delivery of additional mulch as needed to meet project requirements. Imported mulch shall be suitable for use in high-traffic staging areas, and shall consist of coarsely chipped hardwood, free of dyes, weeds, fungi, and pathogens, conforming to the requirements of NYSDOT Section 713-05, "Mulch for Planting."

3. EXECUTION

3.1. Installation, General

- A. Minimize footprint of staging area to size reasonable for project storage and access.
- B. Install mulch layer across staging area if wet weather and excessive vehicle movement causes grass to die and area(s) becomes excessively muddy. Mulch to be 6-inch thick minimum and to remain in place until the site is restored. Refresh as required to minimize mud tracking.
- C. Install temporary vegetation protection fencing around staging area using stakes as needed. Fencing upon install is to be taught and upright.

3.2. Operation, Termination and Removal

- A. Maintenance
 1. Maintain staging area(s) in a neat and orderly operating condition until removal.
 2. Inspect temporary vegetation fencing daily to ensure it is upright and taught between stakes. Remove vegetation protection fencing only at direction of Owner.
- B. Termination and Removal
 1. Prior to substantial completion, repair, renovate, and/or clean staging area(s) and restore to pre-existing conditions.
 2. Remove any flagging, fencing or mulch.
 3. Where existing soil has been compacted, restore soils to pre-construction compaction levels via scarification, addition of topsoil, raking, and reestablishing firm grade by rolling with a water-filled hand roller. Grades to match pre-construction grades.
 4. Hardscape restoration:
 - a. Power-wash any paved surfaces to remove soil and sediment. Prevent sediment buildup onto turfgrass areas. Clean any oil drops or other markings caused by construction equipment with appropriate cleaning agents. If required, contractor to replace (at their expense) any broken or damaged paving with in-kind

materials. Any hard paving to be replaced shall be removed to the nearest joint or cut to a clean edge. Damaged structures (e.g. columns, steps, etc.) to be repaired at contractor expense to match pre-existing conditions.

----- END OF SECTION 01100 -----

SECTION 01200
SITE PREPARATION

1. GENERAL

1.1. Related Documents

- A. Drawings and general provisions of the Contract

1.2. Summary

- A. Section Includes

- 1. Planting node
- 2. Site clearing
- 3. Vegetation protection
- 4. Preconstruction Conference

- B. Related Requirements

- 1. Section 01200 – Staging Area
- 2. Section 01300 – Fencing and Barriers
- 3. Section 01400 – Plants

- C. References

- 1. American National Standards Institute (ANSI) Z60.1 – Tree Care Standards

1.3. Definitions

- A. Clearing: Removing of above grade vegetation, typically cutting stems flush to grade.
- B. Critical Root Zone (CRZ): A zone around a tree that contains a majority of tree roots. Measured as 1 foot in radius for each-inch caliper or DBH (e.g. 12-inch DBH tree would have a 12 foot radius CRZ).
- C. Grubbing: Removing the primary root wad (root flare, structural buttressing roots) via physical removal or grinding.
- D. Vegetation Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction.
- E. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.
- F. Woody Debris: felled trees or large branches separated from the main trunk of a tree or shrub.
- G. Fenced Planting Node: proposed planting areas contained by a fencing.

1.4. Material Ownership

- A. Unless designated to be stockpiled or retained on-site by the Owner, all cleared materials shall become the property of the Contractor and shall be removed from the site and composted at an approved off-site facility. Disposal shall be conducted in accordance with all applicable laws and regulations.
- B. Final details regarding disposal of cleared materials shall be finalized during the pre-construction meeting.

1.5. Quality Assurance

- A. Pre-construction Meeting
 - 1. Before mobilization and project start, contractor to meet with Owner and key stakeholders to review project requirements, locate collection, stockpile, and staging locations, vegetation to be cleared, vegetation to remain, location of vegetation protection fencing, and policies and practices related to protected vegetation areas.
- B. Vegetation protection flagging
 - 1. Prior to the commencement of clearing activities, the Owner shall identify and flag desirable woody species within fenced node planting area with high visibility surveyor tape. The Contractor shall confirm that flagging is complete before mobilization and shall take all necessary precautions to avoid damage to flagged vegetation during clearing operations.

1.6. Field Conditions

- A. Do not commence site preparation operations until the staging area, as noted in Section 01100 "Staging Area", is established.

2. MATERIALS

2.1. Fenced Node

- A. Refer to Section 01300 'Fencing and Barriers' for details.

2.2. Vegetation Protection Fencing

- A. Refer to Section 01300 'Fencing and Barriers' for details.

2.3. Vegetation Protection Flagging

- A. Refer to Section 01300 'Fencing and Barriers' for details.

2.4. Staging Area Fencing

- A. Refer to Section 01100 'Staging Area' for details.

3. EXECUTION

3.1. Vegetation Zone Integrity

- A. The following practices are prohibited within vegetation protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Erection of sheds or structures.
 - 4. Impoundment of water.
 - 5. Excavation or other digging, unless otherwise indicated.
 - 6. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- B. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.
- C. Willful trespass into protected zones will result in mitigation of damage at contractor's expense (including soil remediation, horticulturally appropriate repairs, or replacement of damaged vegetation).
 - 1. Should access be required into a protected zone, contractor to obtain permission prior from Owner.

3.2. Site Clearing

- A. General
 - 1. In areas marked on Drawings, verify all plants to remain. During subsequent clearing operations, plants to remain to be carefully worked around.
 - 2. In areas marked on Drawings, contractor to clear all small trees, shrubs, grasses, and herbaceous plants, except those marked by Owner to remain.
 - 3. Contractor to notify Client and Owner when site clearing has been completed.
- B. Fenced planting nodes
 - 1. Prior to planting, the Contractor shall clear existing vegetation within each fenced node area. All clearing shall be conducted using methods that minimize soil disturbance, root damage, and compaction. Vegetation to be preserved, including any flagged or marked plants, shall be protected from damage during all clearing operations.
 - 2. All non-preserved vegetation within the fenced node area shall be cut to a maximum residual height of 4 inches above grade. Stumps and root systems shall remain in place unless otherwise directed by the Owner.
 - 3. Cut herbaceous material may be left in place within the fenced node area unless otherwise directed by the Owner. Accumulations of material shall not be excessive or matted in a way that interferes with planting operations, as described in Section 01400. The Owner reserves the right to require redistribution or removal if material obstructs planting.

4. Larger woody debris that obstructs fence installation or planting shall be cut into manageable pieces and removed from the fenced node area. Grinding, uprooting, or subgrade removal of woody material is not permitted unless specifically noted in the drawings or directed by the Owner.
5. Any existing mulch within fenced planting node or node adjacent are greater than 3" deep shall be moved outside of the node footprint.

3.3. Operation, Termination and Removal

- A. Prior to substantial completion, repair, renovate, and/or clean areas impacted by construction activities, including repairing turfgrass areas and cleaning pavements as required.
 1. Soil restoration: Where existing soil has been compacted, restore soils to pre-construction compaction levels via scarification, addition of topsoil, raking, and reestablishing firm grade by rolling with a water-filled hand roller. Grades to match pre-construction grades.
 2. Hardscape restoration: Power-wash any hard paved surfaces to remove soil and sediment. Prevent sediment buildup onto turfgrass areas. Clean any oil drops or other markings caused by construction equipment with appropriate cleaning agents. If required, contractor to replace (at their expense) any broken or damaged paving with in-kind materials. Any hard paving to be replaced to be removed to nearest joint or cut to a clean edge. Damaged structures to be repaired at contractor expense to match pre-existing condition.

----- END OF SECTION 01200-----

SECTION 01300
FENCING AND BARRIERS

1. GENERAL

1.1. Related Documents

- A. Drawings and general provisions of the Contract, including Attachment B

1.2. Summary

- A. Section Includes
 - 1. Planting node fencing
 - 2. Vegetation protection
- B. Related Requirements
 - 1. Section 01100 – Staging Area
 - 2. Section 01200 – Site Preparation
 - 3. Section 01400 – Plants
- C. References
 - 1. Product data sheets

1.3. Definitions

- A. Clearing: Removing of above grade vegetation, typically cutting stems flush to grade.
- B. Critical Root Zone (CRZ): A zone around a tree that contains a majority of tree roots. Measured as 1 foot in radius for each-inch caliper or DBH (e.g. 12-inch DBH tree would have a 12 foot radius CRZ).
- C. Grubbing: Removing the primary root wad (root flare, structural buttressing roots) via physical removal or grinding.
- D. Vegetation Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction.
- E. Snag: Standing dead or dying tree, typically missing most of the smaller branches and generally devoid of leaves.
- F. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.
- G. Woody Debris: felled trees or large branches separated from the main trunk of a tree or shrub.
- H. Fenced Planting Node: proposed planting areas contained by a fencing.

1.4. Quality Assurance

- A. Pre-Installation Meetings
 - 1. Before mobilization and project start, contractor to meet with Owner staff and key stakeholders to review procedures related to this Section, including planting, fencing locations and other aspects related to completing work in this Section.
- B. Installer Qualifications
 - 1. Contractor with three or more years of experience with installing vegetation protection fencing in riparian and/or wetland environments.

1.5. Delivery, Storage & Handling

- A. Packaged Materials
 - 1. Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws if applicable.
- B. Bulk Materials
 - 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants. Accompany each delivery of bulk materials with appropriate certificates.

1.6. Field Conditions

- A. Contractor shall field-verify the dimensions and alignment of all fenced node areas prior to installation. Confirm that each area is free of obstructions that may interfere with proper fence placement. Fence layout shall be reviewed and approved by the Owner before proceeding.
- B. If obstructions or field conditions are encountered that prevent installation as indicated, the Contractor shall notify the Owner immediately. Upon consultation, the Owner may direct adjustments to the fence layout or authorize additional preparation measures in accordance with Section 01200 "Site Preparation." No modifications shall be made without prior approval from the Owner.

1.7. Site Preparation

- A. Fenced Planting Node
 - 1. Refer to Section 01200 for site preparation details pertaining to the fenced node planting areas.
- B. Staging Area
 - 1. Refer to Section 01100 for site preparation details pertaining to the staging area

2. MATERIALS

2.1. Fenced Node

- A. 8' High Maximum Strength Deer Fence Kit
 - 1. Provide a complete 8-foot-high deer fence system, such as the Maximum Strength Deer Fence Kit available from Deerbusters.com or approved equal. The system shall include mesh fencing, line posts, four double-braced corner posts, 4' access gate, ground stakes, ties, and all required hardware necessary for a complete installation.
 - 2. Fence height shall be 8 feet. Roll lengths may vary at the Contractor's discretion to suit site layout, provided all other requirements are met.
 - 3. All proposed alternative products must be submitted for review and approved by the Owner prior to ordering or installation. Substitutions shall meet or exceed the performance, durability, and material characteristics of the specified system.
- B. Monofilament Wire Tensioning Kit
 - 1. The fence system shall also include tension wire running along the top and bottom of the fence, which can be installed with a Standard Tensioning Kit available from Deerbusters.com or an approved equal. The system includes 12-gauge monofilament wire, connector clips, tighteners, tighter tools, hog ring pliers, hog rings, and guide clamps.
 - 2. All proposed alternative products must be submitted for review and approved by the Owner prior to ordering or installation. Substitutions shall meet or exceed the performance, durability, and material characteristics of the specified system.
- C. 4' Wide Access Gate
 - 1. Provide a 4-foot-wide pedestrian access gate compatible with the deer fencing system, such as the Deerbusters 4' Access Gate Kit available from Deerbusters.com or approved equal. Gate shall be constructed of materials and finish to match the adjacent fence and include all necessary hardware for secure closure and operation.
 - 2. All proposed alternative products must be submitted for review and approved by the Owner prior to ordering or installation. Substitutions shall meet or exceed the performance, durability, and material characteristics of the specified system.

2.2. Staging Area Fencing

- A. Refer to Section 01100 for material details pertaining to the staging area.

2.3. Flagging Tape

- A. 1 ¼" high visibility white survey flagging tape, or approved equal.

3. EXECUTION

3.1. Examination

- A. Examine areas to be protected by fencing as indicated on Drawings. Verify site conditions are suitable for fencing installation.

3.2. Preparation

- A. Fenced node planting area
 - 1. Mark the approximate perimeter of the fenced-node area.
 - 2. Confirm Owner had flagged desirable existing vegetation within the fenced node planting area.
 - 3. Complete clearing operations within the defined fenced node planting area as described in Section 01200 'Site Preparation'.
- B. Staging Area fencing
 - 1. See Section 01100 'Staging Area'

3.3. Installation

- A. Fenced node planting area
 - 1. The Contractor shall install fence mesh, line posts, double-braced corner posts, access gate, monofilament tension line, ground stakes, and all associated hardware in accordance with the manufacturer's specifications and at the locations indicated on the Drawings, unless otherwise directed by the Owner during field layout. Refer to Attachment C for applicable product data.
 - i. Poured concrete shall not be used for the deadman anchor component of the double-braced corner post system. Alternate anchoring methods shall be employed in accordance with the fence manufacturer's installation guidelines. All corner posts shall be securely anchored to ensure structural stability upon completion of installation.
 - 2. Install monofilament line in accordance with the manufacturer's recommendations. Each face of the four-sided fence node shall be tensioned as an independent, straight-run system, beginning and terminating at end (corner) posts. Monofilament shall not be routed through 90-degree turns; continuous lines spanning corners will not be accepted.
 - 3. All fence components shall be installed plumb, taut, and securely anchored to withstand environmental exposure and site conditions.
 - 4. Where more than one roll of mesh fencing is required to enclose a fenced node, or where two ends of fencing meet, the fence mesh shall be installed with a minimum overlap equal to the spacing between two vertical fence posts. At each overlap location, both overlapping ends of the mesh shall be fastened securely to the same two adjacent metal posts to create a continuous barrier.
 - 5. Excess mesh shall be trimmed to produce a clean edge, and all seams shall be fastened together with manufacturer-approved fasteners at a spacing sufficient to prevent gaps, flapping, or loss of tension.
 - 6. Attach a piece of surveyor ribbon (6-8" long) to the fence mesh at the midpoint between each pair of posts and approximately halfway up the height of the fence, around the perimeter of the fenced node.

7. The completed fence shall meet the following minimum performance criteria:
 - i. Finished fence height shall be not less than 8 feet at all points.
 - ii. Each fenced node shall have double-braced corner posts at each corner.
 - iii. Fence mesh shall extend fully to the ground with no observable gap between the bottom of the fence and the finished grade.
 - iv. Fence posts shall be installed plumb, firmly seated, and free from leaning or deflection.
 - v. Fence mesh shall be tensioned using a monofilament tensioning system to minimize sagging between posts. Monofilament wire shall be installed along the top and bottom of the fence.
 8. Access gates shall be installed per the manufacturer's recommendations and in a location that allows efficient access for planting and maintenance, typically along the side of the node nearest an existing path or access point.
 9. Fencing must be installed and approved by Owner before planting activities can begin. Refer to Section 01400 'Plants' for additional details on planting procedures.
- B. Staging area fencing
1. Refer to Section 01100 'Staging Area'

3.4. Maintenance

- A. The Contractor shall inspect all installed node fencing and related components at least once per month during the growing season (April through October) and at least once every two months during the dormant season (November through March).
- B. Routine maintenance tasks shall include, but are not limited to:
 1. Re-seating or re-pounding leaning fence posts.
 2. Tightening or re-tensioning fence mesh and monofilament wire to eliminate sagging.
 3. Re-fastening loose connections at overlaps, gates, or hardware.
 4. Removing vegetation or debris that compromises fence integrity or access.
- C. Maintenance shall be performed as needed to ensure fencing remains secure, upright, taut, and free from gaps or sagging throughout the contract period.
- D. Maintenance work shall be logged and made available to the Owner upon request. Contractor shall notify the Owner of any major issues that require additional corrective action.

3.5. Warranty Period

- A. The warranty period for fencing and barrier work shall begin upon completion of initial installation, and shall extend through the duration of the construction contract as specified in the Owner-Contractor Agreement.
- B. During the warranty period, the Contractor shall remain responsible for maintaining the fencing in a serviceable condition and addressing any deficiencies caused by improper

installation, substandard materials, or failure to perform maintenance as required under this Section.

3.6. Repair and Replacement

- A. The Owner reserves the right to inspect all fencing installations at any time. If deficiencies are identified, the Owner will notify the Contractor in writing.
- B. Within 14 calendar days of notification, the Contractor shall submit a plan and schedule for corrective action and complete all approved repairs or replacements at no additional cost to the Owner.
- C. Repairs necessitated by vandalism, extreme weather, or other external factors beyond the Contractor's control shall be evaluated on a case-by-case basis. The Owner will determine whether such repairs fall within the Contractor's responsibility or warrant a change order.
- D. All repair or replacement work shall meet the original performance standards and material specifications outlined in this Section.

3.7. Final Acceptance

- A. General
 - 1. Final acceptance of the fencing and barrier work shall be issued at the end of the warranty period following a final inspection of all installed components. The procedures and sequence related to Substantial Completion and Final Acceptance shall be governed by the terms outlined in the Owner-Contractor Agreement. The general process includes:
 - i. Joint site inspection by Contractor and Owner
 - ii. Owner issuance of Certificate of Substantial Completion
 - iii. Contractor completion of outstanding tasks identified in a project punch list
 - iv. Final walk-through conducted by Contractor and Owner
 - v. Owner issuance of a Notice of Acceptability of the Work
- B. Completion Requirements Prior to Joint Site Inspection
 - 1. All fencing work, including installation, routine maintenance, and any corrective measures, must be complete and conform to the requirements of this Specification.
 - 2. The Contractor shall notify the Owner in writing when all fencing and barrier work is ready for final inspection.
- C. Standards for Acceptance
 - 1. Fencing and barrier systems shall be accepted at the conclusion of the warranty period provided that:
 - i. All materials and workmanship conform to the specifications described in Section 3.3 "Installation."

- ii. All required maintenance activities, as described in Section 3.4 "Maintenance," have been performed.
 - iii. No unresolved deficiencies remain related to the alignment, structural integrity, or function of any installed fencing or gates.
 - 2. The following performance standards must be met at the time of final inspection:
 - i. All fence posts shall be plumb, firmly seated, and free from lean or displacement.
 - ii. Fence mesh shall remain taut, continuous, and properly tensioned with no observable sagging, tears, or gaps.
 - iii. All seams, overlaps, and fastening points shall be secure and free of loose or missing hardware.
 - iv. Fence height shall meet or exceed the specified minimum (8 feet at all points).
 - v. Fence shall extend fully to ground level with no observable gaps between mesh and grade.
 - vi. Access gates shall be functional, properly aligned, and securely fastened.
 - vii. Fencing shall be free from damage, deformation, excessive rust, or deterioration.
 - 3. Any of the following conditions shall be considered grounds for rejection:
 - i. Leaning or unstable fence posts
 - ii. Sagging, torn, or improperly tensioned mesh
 - iii. Missing or unsecured fasteners, ties, or hardware
 - iv. Gates that do not open, close, or latch properly
 - v. Sections of fence that do not meet specified dimensions or alignment criteria
 - vi. Evidence of incomplete repairs or lack of routine maintenance
 - vii. Gaps at the bottom edge of the fence that permit access by wildlife
 - 4. Rejected components shall be corrected or replaced at no additional cost to the Owner, in accordance with the requirements of Section 3.6 "Repair and Replacement."
- D. Final Acceptance
- 1. Final acceptance shall be documented in writing by the Owner and shall release the Contractor from further warranty and maintenance obligations related to fencing and barriers, unless otherwise defined in the Contract closeout provisions

3.8. Cleaning and Disposal

- A. Remove any remaining scraps of fencing material and discard them from the Owner's property.

----- END OF SECTION 01300-----

SECTION 01400
PLANTS

1. GENERAL

1.1. Related Documents

- A. Drawings and general provisions of the Contract.

1.2. Summary

- A. Section Includes
 - 1. Containerized trees and shrubs
 - 2. Bareroot seedlings
 - 3. Reforestation plugs
 - 4. Live stakes
 - 5. Mulch
 - 6. Warranty Period
- B. Related Requirements
 - 1. Section 01100 – Staging Area
 - 2. Section 01200 – Site Preparation
 - 3. Section 01300 – Fencing and Barriers
- C. References
 - 1. American National Standards Institute (ANSI) Z60.1 – American Standard for Nursery Stock

1.3. Definitions

- A. Caliper: Shall be taken 6-inches above the trunk taper/ root flare.
- B. Condition: The factor controlled by plant vitality and ability to survive, thrive, and be comparable with normal plants of the same species and variety in the vicinity, at the same season of the year. In addition, plants shall be free from physical damage or adverse condition that would prevent thriving with the specified result. Condition also sometimes refers to stage of growth, i.e. whether "dormant condition" or "growing condition," and this state shall be comparable to plants of similar species in the vicinity of the project at a given season with regard to coverage, size and color of leaves, formation of bud and other aspects of the species.
- C. Quality: Refers to structure and form of plant, evidenced by density and number of trunks, branches, and canes, compactness, symmetry, and general development, without consideration of size or condition. Standard quality indicates the least acceptable quality. Such plants shall be of good average uniform growth, free from irregularities, typical of

the species and variety, nursery grown, well formed, uniformly branched, having the minimum number of trunks, branches or canes specified or conforming to the minimum quality index. American Standard for Nursery Stock (ANSI Z60.1, current edition), shall apply where the number of trunks, branches or canes is not specifically shown or specified for quality. In this case, the number of canes and other factors for the appropriate classification under "quality definition" in ANSI Z60.1 shall be the quality index. Exterior plant materials below specified standard shall be considered "Culls" and will not be accepted.

- D. Root Flare: Also called "trunk taper." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; also defined as the area of transition between the root system and the stem or trunk.
- E. Root Collar: The transitional zone between a plant's stem (or trunk) and its root system, typically located at or just above the soil surface.
- F. J-root: A condition in which the roots of a bare root plant are improperly planted in a curved or bent shape resembling the letter "J," typically caused by forcing roots into a hole that is too shallow or narrow. J-rooting can severely limit root growth, reduce plant stability, and lead to poor survival rates.
- G. Reforestation plug: A young plant grown in a conical plastic cell tray with soil or growing medium, with roots extending to the bottom of the plug.
- H. Bareroot seedling: A dormant seedling harvested without soil or growing medium attached to the roots.
- I. Container shrub: A shrub grown in a nursery container, with a developed rootball contained within the growing medium.
- J. Container tree: A tree grown in a nursery container, with a developed rootball contained within the growing medium.
- K. Basal end: The bottom end of a cutting or live stake from which roots develop.
- L. Rootball: The mass of roots and surrounding soil or growing medium that supports a container-grown or balled-and-burlapped (B&B) plant.
- M. Period of Establishment: Refers to the time between the end of a plant installation window and the end of the agreement/final acceptance.

1.4. Required Submittals

- A. Planting Schedule
 - 1. Submit to Owner a schedule that itemizes landscape planting Work to be performed. This schedule shall be submitted within seven (7) calendar days after Owner's issuance of Notice to Proceed.
 - i. Include in this schedule anticipated dates for commencement and sequencing of planting Work, including but not limited to selections and tagging, layouts and

layout approval, placement of plants, and commencement of maintenance period.

B. Plant Materials

1. As soon as is reasonably possible after project award, but not later than seven (7) calendar days prior to scheduled planting, contractor to provide an itemized list based on the project plant list (see Drawings and Specifications) that documents plant procurement. List to include for each species: source/supplier, quantity, size, root condition, procurement/delivery date, plant quality, other comments as required to ensure plant availability and procurement of healthy plant material.

C. Post-Planting Maintenance Plan

1. Maintenance Program: When planting is substantially complete, contractor to notify Owner and provide a maintenance schedule for the Warranty Period.

1.5. Quality Assurance

A. Pre-Installation Meetings

1. Conduct at least one on-site pre-installation meeting with Buffalo Niagara Waterkeeper (Owner) and Cradle Beach staff (landowner) prior to each planting phase to review procedures related to this Section, plant procurement, planting locations, personnel and equipment needed to make progress and avoid delays, field quality controls, and other topics as required for work in this Section.

B. Plant Material Inspection and Approval

1. All plant materials shall be inspected by Owner prior to installation. Plant stock shall conform to the approved plant list and procurement submittals. Substitutions must be approved in writing prior to plant procurement and delivery. Any rejected materials shall be removed from the site and replaced with acceptable materials at the contractor's expense.

C. Installation Inspection

1. Owner reserves the right to inspect planting operations at any time. Plants installed incorrectly (e.g., improper depth, damaged roots, or poor alignment) must be corrected at no additional cost to Owner. Final acceptance of planting work is contingent on successful inspection and compliance with project specifications.

D. Installer Qualifications

1. The contractor must have a demonstrated record of implementing native planting projects in sensitive ecological areas, such as wetlands, floodplains, or riparian buffers. Installers must be experienced with planting containerized stock, plugs, bareroot seedlings, and live stakes. Qualified staff must be familiar with ANSI Z60.1 and standard planting practices for restoration-grade projects.

E. Plant Identification and Labeling

1. All plant material must be accurately labeled using both botanical and common names, consistent with the approved plant list. Tagging should remain in place through the layout and approval process but must be removed upon final planting.

F. Plant Sourcing

1. Plant materials must be sourced from nurseries with demonstrated experience growing native plant stock suitable for Northeast/Mid-Atlantic ecological restoration. Preference shall be given to regional or state-sourced materials when possible. Stock must be hardened off and acclimated to outdoor conditions prior to delivery.

G. Applicable Standards

1. All work shall conform to the following standards unless otherwise directed:
 - i. ANSI Z60.1 – American Standard for Nursery Stock
 - ii. The Container Tree Nursery Manual, Volumes 1–7. USDA Forest Service.
 - iii. Product-specific installation instructions

H. Health and Condition of Plants

1. Plants shall be first quality, sound, healthy, vigorous, and densely foliated, unless sourced and installed during the dormant season. Plants shall have healthy, well developed fibrous root systems. They shall be free of defects, disfiguring roots and knots, sun-scald injuries, frost cracks, abrasions, disease, insect pests, eggs, and larvae. The size, color, and appearance of leaves should be typical of the time of year. Leaves should not be tattered, misshapen, stunted or off-color (chlorotic or necrotic). Plants shall be well branched and full foliated when in leaf; shall have healthy, normal root systems; shall have a normal habit of growth; and shall conform to the measurements shown in the plant list, which are minimum sizes.
2. Plants shall meet applicable standards described in the sources listed above in subsection G `applicable standards'.
 - i. Tree canopies should be symmetrical, free of large voids, and typical of the species or cultivar. All branches shall be less than 2/3 the trunk diameter, free of bark inclusions, and radially distributed around the trunk. The trunk and main branches shall be free of wounds, crossing branches, damaged areas, scrapes, knots, bleeding, and signs of insects or disease. Trees shall not be pruned immediately prior to, or after, delivery. Trees should be able to stand erect without a supporting stake.
 - ii. Shrubs should be symmetrical, free of large voids, and typical of the species or cultivar. All branches shall be sound, free of bark inclusions, wounds, damaged areas, scrapes, knots, bleeding, and signs of insects or disease. Shrubs shall not be pruned immediately prior to, or after, delivery.

I. Measurements:

1. Container trees and shrubs: Measure trees and shrubs according to ANSI Z60.1 in accordance with plant type and stem configuration. Trunk, branches and foliage shall

be in their normal position at time of measurement. Do not prune to obtain required sizes. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip-to-tip.

2. Reforestation Plugs: Measure reforestation plugs from the root collar to the top of the live stem to determine height. Plug root systems shall be measured by the depth and diameter of the containerized root plug, which must remain intact when removed from the tray. Measurements shall reflect the actual plug dimensions, not the tray size. Do not measure damaged or excessively pruned material.
3. Bareroot Seedlings: Measure bare-root seedlings from the root collar to the terminal bud to determine shoot height. Root systems shall be measured from the root collar to the longest lateral root. Do not stretch roots or stems to obtain required dimensions. Shoot-to-root ratio shall be balanced and consistent with USDA Forest Service RNGR best practices for reforestation stock
4. Dormant Live Stake: Measure live stakes by overall length from the basal (cut) end to the tip of the stake. Measurements shall be taken along the central axis of the stake, excluding any protruding buds or irregular tip extensions. Diameter shall be measured at the basal end using calipers or a diameter tape. Measurements shall be taken without bending or stretching the material.
5. Plants larger than specified may be used with the approval of Buffalo Niagara WATERKEEPER. The use of larger plants will not constitute a change in contract price. If the use of larger plants is approved, the ball of earth or spread of roots shall be increased as required to meet ANSI Z60.1 requirements for species type and plant size.

J. Root Conditions

1. Containerized stock must be free of circling, girdling, or pot-bound roots. Root balls shall be moist at delivery and protected from exposure during handling.
2. Bareroot stock shall have a healthy, fibrous root system free of decay, desiccation, or mechanical damage. Roots shall be moist at the time of delivery and planting, and protected from drying or crushing during handling and transport. Root systems shall permit natural orientation in the planting hole without bending or distortion. Root quality shall meet best practices established by the USDA Forest Service's Reforestation, Nurseries, and Genetics Resources (RNGR) Program and Container Tree Nursery Manual, Volume 7.

K. Root Flare and Root Collar

1. Containerized stock with visible rootflare: For larger containerized planting stock where a root flare is visible, the point where the uppermost structural root emerges from the trunk shall be positioned 1-2" above the finished soil grade after planting. No soil, mulch, or other material shall be placed above the root flare.
2. Smaller container stock with no visible rootflare: For smaller container-grown plants where the root flare is not distinct, the top of the rootball shall be installed level with the surrounding finished grade after planting.

3. Bareroot stock without rootball or visible rootflare: For bare-root stock lacking a defined rootball or visible root flare, plants shall be installed with the root collar positioned slightly above the surrounding finished grade after backfilling and settlement

L. Workmanship

1. It shall be the responsibility of the Contractor to see that the Specifications are being adhered to. Failure of Owner to immediately reject unsatisfactory workmanship or to notify the Contractor of their deviation from the Specifications shall not relieve the Contractor of their responsibility to repair and/or replace unsatisfactory Work.

1.6. Delivery, Storage, and Handling

A. General delivery, storage, and handling:

1. Provide freshly-dug trees and shrubs to the greatest extent possible. Do not prune before delivery. Provide adequate protection of root systems and balls from drying winds and sun. Do not bend or bind-tie trees or shrubs in such a manner as to damage bark, break branches, or destroy natural shape. No plant shall be bound with rope or wire or in any manner that could damage or break the branches. Provide protective covering during delivery. Do not drop plants during delivery. Handling procedures that do not conform to these Specifications may result in the rejection of the plant materials; in such cases, the Contractor shall provide replacements at the Contractor's expense.
2. All plants are to be delivered to the Site and planted as soon as possible. If plants cannot be installed within 48 hours of delivery, Contractor shall establish a suitable holding area for keeping plants out of direct sunlight or drying winds. Holding area shall be shaded, protected from weather, mechanical damage, and wildlife herbivory. Arrange containerized plants in orderly rows, avoiding overcrowding. Under no circumstances, unless otherwise directed by Owner, shall plants be set on pavement or left lying on their sides. Any plants found in such conditions may be rejected; in such case, the contractor is responsible for removing them from the site and supplying replacements at their own cost expense.
3. While in holding, all roots must be kept moist and protected from drying out. Water as often as necessary to maintain root systems in a moist condition.

B. Container-grown plant materials (containers and plugs):

1. Deliver plants in upright position, securely tied or packaged to prevent shifting or damage during transport. Do not remove container-grown stock from containers before time of planting.
2. Provide adequate protection of foliage and containers from drying winds and sun. Do not stack or crowd containers in such a manner as to damage plant stems or that destroy natural plant shape.

C. Bareroot materials:

1. Root systems shall be kept sealed in original packaging until planting, which shall occur immediately upon delivery. Only remove seedlings from packaging as needed for immediate planting
2. If plants cannot be installed immediately upon delivery, bareroots shall be stored at 35–45°F in a refrigerated unit or other approved cold storage for up to one week. During storage and transport, bareroot seedlings must remain moist and protected from drying, freezing, and mechanical damage. At no time shall roots be exposed to air, direct sunlight, or temperatures below 32°F or exceeding 45°F.
3. Bareroot plants must be planted immediately upon delivery to the project site. Seedlings shall remain in

D. Live Stakes

1. Prior to installation, live stakes shall be presoaked in clean, non-chlorinated water for a minimum of 12 hours and up to 48 hours. The basal end of each stake shall be fully submerged, with at least two-thirds of the total length of the stake below water. Stakes may be fully submerged if practical.
2. Use only clean containers free from contaminants. Water shall be free of chlorine, sediment, or biological contaminants. If potable tap water is used, allow it to off-gas for at least 12 hours before soaking. Water shall be changed or refreshed if it becomes cloudy or fouled during live stake soaking.
3. Presoaked stakes shall be stored in shaded conditions and protected from temperature extremes, wind, and direct sunlight during soaking and handling.
4. Live stakes must be planted immediately upon delivery to the site.

1.7. Field Conditions and Installation Windows

A. General Field Conditions

1. Contractor shall assess all field conditions prior to mobilization and coordinate with Owner to confirm site readiness.
2. Access to planting zones is limited to existing trails; equipment use outside of these areas must be pre-approved.
3. Contractor shall avoid work during frozen or flooded conditions.
4. If, during excavation or soil scarification, soil conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Owner before planting to develop remediation strategies.

B. Weather and Seasonal Constraints

1. Freezing conditions are prohibited for all plant installation except where dormancy and soil conditions allow for safe bareroot planting. Contractor is responsible for coordinating planting activities to align with acceptable seasonal windows and species viability.

C. Approved Installation Windows

1. The following seasonal windows define the periods during which planting activities may occur. Refer to section '1.9 Coordination and Scheduling' for more details. Adjustments may be permitted with Owner approval based on plant availability, field conditions, or contractor logistics:
 - i. Containerized Trees and Shrubs: Shall be installed between April 1 and May 31 or October 1 and November 30.
 - ii. Reforestation Plugs: Shall be installed between April 1 and May 31.
 - iii. Bareroot Seedlings: Shall be installed between March 1 and April 15. Bareroot planting must occur while plants are still dormant and soil moisture is adequate.
 - iv. Live Stakes: Shall be installed between March 1 and April 15. Live stake planting must occur while plants are still dormant and soil moisture is adequate.

D. Adjustments and Delays

1. Any deviation from approved planting windows due to weather or supply delays must be communicated to Owner in writing within 48 hours of discovery. Owner reserves the right to delay planting phases or reassign planting dates based on field conditions or ecological concerns.

1.8. Substitutions

- A. If any plant materials are unavailable at the time of submittals, Contractor shall contact Owner in writing to determine acceptable alternatives. At time of contact, Contractor to provide a list of nurseries and contact information for nurseries contacted to source plants in original list.
- B. Contractor will submit proposal for substitution(s) to Owner for approval no later than seven (7) calendar days prior to scheduled planting. Substitutions to be considered must be nearest to size or variety specified without adjustment to Contractor's Bid price.
- C. Unauthorized substitutions delivered to the site may be rejected at Owner's discretion. Any unapproved materials installed without prior consent shall be removed and replaced at the contractor's expense. No substitutions shall be made as a matter of convenience or cost savings.
- D. If unforeseen field conditions (e.g., standing water, erosion) arise that render originally specified species unsuitable, the contractor shall notify Owner immediately. Owner may approve in-field substitutions or reallocation of species on a case-by-case basis, but only after site review and agreement on revised layout.

1.9. Coordination and Scheduling

A. General Coordination Requirements

1. The contractor shall coordinate all planting activities with Owner to ensure timely communication, access coordination, and review of completed work. Contractor shall provide Owner with no less than seven (7) calendar days' notice prior to beginning each planting phase. Contractor shall maintain communication with Owner throughout the project and must be available for on-site meetings and inspections

during all installation phases. Contractor shall coordinate delivery and staging of plant materials to avoid disruption to Cradle Beach operations and public access routes.

B. Planting Phase Scheduling

1. Planting shall occur within approved plant installation timeframes as described in 01400 1.7.C.
2. Owner reserves the right to adjust these timeframes depending on site readiness, plant availability, and field conditions.

C. Phased Installation Strategy

1. Contractor shall provide Owner with seven days (7) notice identifying which sections and zones will be completed during the upcoming week.
2. Plantings must be completed in coordination with fenced not site preparation activities and fence installation to ensure node adjacent plantings aren't damaged and fenced node plantings are protected from herbivory immediately after planting.

D. Delays and Adjustments

1. If weather, plant material availability, or field conditions require schedule modifications, contractor shall submit a revised schedule for Owner approval within 48 hours. Contractor shall proactively communicate any potential delays and propose alternative solutions for sequencing or rescheduling.

2. MATERIALS

2.1. Plant Materials

A. General

1. Plants shall meet the requirements of the plant list shown in the construction contract drawings, including species botanical name, quantity, size, and stock.
2. Furnish nursery-grown plants meeting quality assurance guidelines described in section 01400 1.5. Collected plants shall only be used upon written approval of Owner.
3. Each plant or plant container shall be labeled with a securely attached, waterproof tag bearing a legible designation of the plant's botanical and common name.

B. Container trees

1. Species, quantity, and size to be as noted on the construction contract drawings.
2. Container-grown trees shall conform to ANSI Z60.1 standards for form and container size.
3. Root systems shall be well-established, with the rootball remaining intact when removed from the container.
4. Root systems shall show no evidence of circling or girdling roots, and the root flare shall be visible at the surface of the root ball at time of planting.

- C. Container shrubs
 - 1. Species, quantity, and size to be as noted on the construction contract drawings.
 - 2. Container-grown shrubs shall conform to ANSI Z60.1 standards for form and container size.
 - 3. Root systems shall be well-established, with the rootball remaining intact when removed from the container.
 - 4. Root systems shall show no evidence of circling or girdling roots.
- D. Reforestation Plugs
 - 1. Species, quantity, and size to be as noted on the construction contract drawings.
 - 2. Reforestation plugs shall be grown in deep cell trays designed for air-pruning and vertical root development (e.g., SC-10, SC-15, or approved equivalent). Plugs shall be a minimum of 6 inches in depth and 1.5 inches in diameter.
 - 3. At the time of planting, seedlings shall have healthy, well-balanced top growth of approximately 12–18 inches, with larger sizes (up to 24 inches) acceptable where nursery conditions permit and root system development supports shoot size.
- E. Bareroot Seedlings
 - 1. Species, size, and root condition to be as noted on Drawings.
 - 2. Bareroot seedlings shall be nursery-grown with balanced shoot-to-root ratios and fibrous, healthy root systems
- F. Live stakes
 - 1. Species, size, and root condition to be as noted on Drawings.
 - 2. Live stakes shall be dormant, unrooted cuttings from healthy, disease-free parent material. Stakes shall be straight, with clean cuts at both ends and no side branches.
 - 3. Basal end shall be cut at an angle to indicate planting orientation; apical end shall be flat. Stakes shall be viable, with visible buds, and free of damage or desiccation

2.2. Mulches

- A. Mulch shall be sourced on-site from designated stockpile locations or areas approved by Owner.
- B. If on-site mulch is insufficient in quantity or unsuitable for planting applications, the Contractor shall supply imported mulch conforming to the following requirements:
 - 1. Mulch shall consist of aged, shredded hardwood bark or coarsely shredded wood chips that are free of dyes, paint, or chemical additives; free of invasive weed seeds, pathogens, and pests; and naturally decomposed.
 - 2. Mulch shall be of medium to coarse texture, providing resistance to compaction and promoting water infiltration and gas exchange. Fine or sawdust-like mulch is not acceptable.

3. Mulch shall conform to NYSDOT Section 713-05 "Mulch for Planting" or be approved by the Landscape Architect or Owner's Representative

2.3. Tree Stabilization Materials

- A. Tree stabilization is not required unless directed in the field by Owner.
- B. If tree stabilization is required, the Contractor shall provide wood stakes and flexible, non-abrasive tree ties (e.g., ArborTie or approved equal). Tree ties shall allow for limited trunk movement, resist girdling, and be UV-resistant. Wire-in-hose or metal-based systems are not permitted unless specifically approved by Owner. Wood stakes shall be a minimum of 1 inch by 1 inch in cross-section.

3. EXECUTION

3.1. Examination

- A. Examine areas to receive plants for compliance with requirements and for conditions affecting the performance of the Work of this Section. Do not proceed with installation until unsatisfactory conditions have been corrected. Refer to section 01400-1.7 for details regarding acceptable field conditions for planting.
- B. Verify limits of plantings in the field in comparison to the drawings. Notify Owner of any discrepancies prior to proceeding with work.

3.2. General Preparation

- A. Deliver plants as needed for installation and stage adjacent to areas to be planted.
- B. Transportation and Handling: Take precautions customary in good trade practice in preparing plants for moving. Workmanship that fails to meet the highest standards will be rejected. Pack, transport, and handle plants with care to ensure protection against injury.
- C. Protect plants from drying out. When plants cannot be planted immediately upon delivery, protect as directed above under Delivery, Storage and Handling.
- D. Do not plant if soil is frozen, excessively muddy or wet. The contractor is responsible for preserving the soil structure.
- E. Planting within fenced node and node adjacent areas shall occur only after fence installation is complete, in order to prevent damage to plant materials. Refer to Section 01300 'Fencing and Barrier' for fence installation requirements

3.3. Planting

- A. Containerized Plants (gallon containers and reforestation plugs)
 1. Set container-grown stock at required spacing and locations depicted on the Drawings.
 2. Excavate planting holes as shown on Drawings.

3. Carefully remove plants from containers immediately before planting, exercising care to avoid damaging root balls when handling the plant.
 4. Inspect each root ball for overall root health and structure. Gently loosen circling or matted roots by hand or with suitable tools to encourage outward root growth.
 - i. If the root system is pot-bound, make corrective cuts or scarifications to encourage lateral root expansion. Scarification shall be done with minimal disturbance to the root mass.
 - ii. If girdling or excessively pot-bound roots are observed that cannot be corrected without compromising the plant's viability, the Owner reserves the right to reject the plant material. Rejected plants shall be removed and replaced by the Contractor at no additional cost to the Owner.
 5. Set the plant in the hole on fully compacted soil at the proper planting depth. If the hole is too deep, backfill as needed to achieve the proper depth. When back-filling soil to raise planting depth, ensure the soil at the bottom of the hole is well compacted prior to planting to ensure the plant will not settle over time. Planting depth varies according to plant type:
 - i. Container shrubs: Install with the top of the root ball level with the surrounding grade, as shown on the Drawings.
 - ii. Container trees: Install with the root flare clearly visible and positioned slightly above the surrounding grade. If the root flare is not readily visible, the Contractor shall carefully excavate the upper portion of the root ball to identify the first main lateral root or root collar, and set the plant accordingly.
 - iii. Reforestation plugs (trees and shrubs): Install with the top of the root ball level with the surrounding grade, as shown on the Drawings
 6. Place planting soil around root ball in layers, tamping appropriately to settle soil and eliminate voids and air pockets. When the hole is approximately half-filled, thoroughly settle the soil. Complete backfilling and final tamping to ensure good root-to-soil contact.
- B. Live Stakes
1. Install live stakes at the spacing and locations shown on the Drawings.
 2. Insert the stakes with the basal end (angled cut) pointing downward, ensuring that at least half to two-thirds of its entire length is embedded in the soil.
 3. Ensure at least two viable buds remain above the soil surface after installation. Stakes shall be oriented with buds facing upward.
 4. Where compacted soils are encountered, pilot holes shall be made to reduce damage to plant material.
 5. Backfill or tamp down soil after installation to eliminate air gaps surrounding the installed stake and to ensure adequate soil contact for optimum root development.
- C. Bare-root Seedlings

1. Set seedlings at the specified spacing and locations shown on the Drawings.
2. Protect bare roots from drying and exposure to wind or sun prior to planting. During active planting, store seedlings in a planting bag, bucket with a few inches of clean water, or in the sealed packaging provided by the nursery to ensure roots remain moist until planting occurs.
3. Excavate planting holes large enough to accommodate the full root system without bending, circling, or crowding of roots. Holes shall be deep and wide enough to allow for natural root orientation, as shown on the Drawings.
4. Remove one seedling at a time from storage. Identify the root collar and set the plant in the hole so that the root collar is positioned at or slightly above surrounding grade after backfilling, as shown on the Drawings.
5. If the hole is too deep, backfill as needed to achieve the proper depth. When backfilling to raise the planting depth, ensure the soil at the bottom of the hole is well compacted before planting, to prevent the plant from settling over time.
6. While holding the seedling in place at the proper height, backfill the hole in layers, gently firming the soil around the roots to eliminate air pockets. When the hole is approximately half-filled, thoroughly settle the soil. Complete backfilling and final tamping to ensure good root-to-soil contact.

D. Replacements

1. Remove and replace, at no additional cost to the Owner, any plant materials or installation work deemed unsatisfactory by the Owner during initial planting. Deficiencies related to plant quality or workmanship that do not meet the requirements of this Specification shall be corrected by the Contractor at their own expense.

3.4. Tree Stabilization Materials

- A. Tree stabilization shall be installed only when directed by the Owner or when field conditions result in excessive root ball movement or unstable upright position. Staking, if required, will only be installed on larger container trees planted within the fenced node areas.
- B. If stabilization is required, Contractor shall install stakes and non-abrasive tree ties as follows:
 1. Install 2 or 3 tree stakes per tree, spaced evenly around the trunk:
 - i. 2 stakes: placed at 180° apart
 - ii. 3 stakes: placed at 120° apart
 2. Stakes shall be driven outside the planting pit and avoid damaging the root ball.
 3. Attach flexible, non-abrasive tree ties securely between the trunk and each stake using appropriate knots that allow trunk movement and prevent girdling. Owner can provide Contractor with a visual step-by-step guide to tying appropriate knots, if required.

4. Place tree ties around the main trunk at or just above the lowest scaffold branch crotch, ensuring they do not slide down the trunk after installation.
5. Trim excess tie material for a neat appearance after installation.
6. Adjust tie tension in the field as necessary to allow natural trunk flex while stabilizing the root ball.
7. Contractor shall remove or adjust staking upon Owner's direction or as specified in Section 3.6.

3.5. Mulching

A. General

1. Mulch all plantings immediately after installation and final watering.
2. Ensure mulch is applied in a manner that maintains air and water exchange, retains soil moisture, suppresses weeds, and protects roots.

B. Containerized Plants

1. Trees

- i. Apply mulch in a uniform ring around the base of each tree with a minimum radius of 24 inches or extending to the edge of the soil disturbance, whichever is greater.
- ii. Maintain a consistent mulch depth of 2–3 inches across the mulched area.
- iii. Keep mulch a minimum of 2–3 inches away from the trunk and root flare. Do not create mulch "volcanoes" against the stem. Root flare shall remain fully visible above grade.

2. Shrubs

- i. Apply mulch in a uniform ring around the base of each tree with a minimum radius of 18 inches or extending to the edge of the soil disturbance, whichever is greater.
- ii. Maintain a consistent mulch depth of 2–3 inches across the mulched area.
- iii. Keep mulch a minimum of 2–3 inches away from shrub stems. Do not create mulch "volcanoes" against the stem.

C. Reforestation Plugs

1. Apply mulch in a uniform ring around the base of each plug with a minimum radius of 6 inches or extending to the edge of the soil disturbance, whichever is greater.
2. Maintain a mulch depth of 1.5–2 inches, avoiding contact with the stem or foliage.
3. Do not bury the plug crown; ensure that the root collar remains slightly above the mulch level and visible after application.

D. Bare-root Seedlings

1. Apply mulch in a uniform ring around the base of each seedling with a minimum radius of 6 inches or extending to the edge of the soil disturbance, whichever is greater.
2. Maintain a mulch depth of 1.5–2 inches, avoiding contact with the stem or foliage.
3. Do not bury the plug crown; ensure that the root collar remains slightly above the mulch level and visible after application.

3.6. Maintenance

A. General

1. The Contractor shall conduct site visits once per month during the growing season (April 1 through October 31) and once every second month during the dormant season (November 1 through March 31) during the span of the agreement until Final Acceptance to identify any maintenance needs.
2. Routine landscape maintenance activities (e.g., irrigation, fertilization, weeding, or mulch replenishment) are not required under this Contract, except as specifically outlined for fenced node areas in this section or otherwise directed by the Owner.
3. The Contractor remains responsible for correcting any deficiencies resulting from improper handling, installation, or failure to comply with the requirements of this Specification. Refer to section 01400-3.6 and 3.7 for details on plant warranty requirements.
4. Contractor to notify Owner before each maintenance site visit to coordinate access.
5. Contractor shall notify Owner after each maintenance visit, and provide a written summary of activities performed, overall planting performance, any replacements installed, and any identified issues. Each of the required maintenance sessions shall be inspected and verified in writing by Owner
6. Should the Contractor fail to complete maintenance activities as described in this section, Owner may issue a seven (7) day notification to the Contractor, hire work done, and back-charge this Contractor.
7. Maintenance by the Contractor continues until Certificate of Final Acceptance, or Final Punch List is satisfactorily completed and accepted by Owner, whichever is later.

B. Fenced node planting area

1. Contractor shall notify the Owner of observed maintenance needs immediately after site visits and propose a maintenance schedule to complete the necessary work to satisfy the requirements of the project.
2. Within fenced node areas, the following maintenance activities shall be performed as needed, or as directed by the Owner:
 - i. Adjustment of plants: Plants that have settled or shifted from their intended elevation or alignment shall be carefully raised or repositioned. Additional

planting soil shall be added and compacted to eliminate settling and restore proper depth.

- ii. Clearance around stems: Remove soil, mulch, debris, or other materials in contact with stems, trunks, or root flares. Maintain stem bases free and clear to prevent rot, girdling, or pest issues.
- iii. Tree stabilization, if used: Tighten, loosen, or replace tree ties as needed to maintain proper support and prevent girdling or damage to bark or trunk. Re-secure or reposition stakes if displaced or no longer providing effective support. All tree tie material shall be removed once the tree is self-supporting, before project close-out, or as directed by the Owner. Tree stakes may remain in place to decompose naturally, unless otherwise directed by the Owner
- iv. Corrective measures: Additional minor corrective actions may be required to ensure plant establishment and adherence to the Specification, subject to approval by the Owner.
- v. Refer to Section 01300 'Fencing and Barriers' for more information on fence node maintenance requirements.

C. Outside fenced nodes (node adjacent plantings)

1. No maintenance work is required for plantings outside the fenced node areas unless otherwise directed by the Owner. The Contractor remains responsible for any deficiencies resulting from improper installation or failure to meet specification standards

3.7. Warranty Period

- A. The Warranty period will begin upon completion of any plant installation and will continue until the end of the contract term, as defined in section 12 of the Owner-Contractor Agreement.
- B. Any plants that do not survive during the Warranty Period due to improper planting techniques or lack of Maintenance as defined in Section 3.5 'Maintenance' must be replaced at the cost of the contractor. Replacements installed during this period shall be subject to the same maintenance and warranty requirements as the originally installed plants until the end of the Warranty Period. Replacements covered under warranty include losses that resulted from, but are not limited to:
 1. Excessive planting depth or settling below grade
 2. Burying of root flare or stem with mulch or soil
 3. Failure to loosen circling or compacted roots
 4. Poor mulch placement or improper depth
 5. Inadequate root-to-soil contact or improper backfilling
 6. Wildlife damage due to improper fence maintenance (refer to Section 01300)
 7. Improper tree staking and guying.

- C. Plant losses due to factors beyond the Contractor's control—such as wildlife damage to plants outside the fenced nodes, drought, flood, or vandalism—are not subject to replacement unless otherwise determined by the Owner.

3.8. Repair and Replacement

- A. The Owner reserves the right to inspect all plantings at any time during the warranty period and identify deficiencies in installation or plant health that require repair or replacement.
- B. Repair or replace plants that are damaged by construction operations, or that fail during the Warranty Period due to improper installation as defined in 3.5 – Maintenance and 3.6 Warranty Period, at the discretion of Owner, in a manner consistent with these specifications and the Drawings, and as approved by Owner.
- C. Upon receiving notice from the Owner, the Contractor shall:
 - 1. Submit a written plan for corrective action within 14 calendar days, and
 - 2. Complete all approved repairs or replacements within 14 calendar days of notification, or within 14 calendar days of the contract end date, whichever comes first.
- D. All replacement plants shall meet the same material quality, size, species, and installation standards as the original specification and shall be subject to Owner inspection and approval.
 - 1. In the event of nursery unavailability of a species as specified in the original Drawings or as initially installed, contact Owner for guidance on replacement.
- E. Replacements must occur within defined plant installation windows appropriate for the species, unless otherwise approved by Owner.
- F. All corrective actions, repairs, and replacements required due to nonconformance with the Specification shall be performed at no additional cost to the Owner.

3.9. Final Acceptance

- A. General
 - 1. Final acceptance of work shall be issued at the end of the warranty period following a final site inspection. The procedures and sequencing related to Substantial Completion and Final Acceptance shall be governed by the terms outlined in the Owner–Contractor Agreement. The general process includes:
 - i. Joint site inspection by Contractor and Owner
 - ii. Owner issuance of Certificate of Substantial Completion
 - iii. Contractor completion of outstanding tasks identified in a project punch list
 - iv. Final walk-through conducted by Contractor and Owner
 - v. Owner issuance of a Notice of Acceptability of the Work

- B. Completion Requirements prior to joint site inspection
 - 1. All planting work must be fully completed, including the correction of any deficiencies previously identified by the Owner.
 - 2. Any corrective work must conform to the material and installation standards outlined in this Specification.
- C. Standards for Acceptance:
 - 1. Plantings shall be accepted at the conclusion of the warranty period provided all specified requirements, including limited maintenance within fenced node areas, have been satisfied.
 - 2. Plants must, at minimum:
 - i. Exhibit healthy, vigorous growth indicative of successful establishment
 - ii. Be true to species and size as specified in the Plant List
 - iii. Be free of disease, pest infestation, and structural defects
 - iv. Stand independently without staking (unless otherwise approved)
 - v. Have clearly visible root flare (trees only) and proper planting depth
 - 3. The following minimum survival rates shall be achieved at the time of final inspection, unless otherwise modified in the Contract Documents or approved by the Owner:
 - i. Fenced Node Plantings (Container Trees & Shrubs): Minimum 85% survival rate
 - ii. Node-Adjacent Plantings (Bare-Root Seedlings, Plugs, Live Stakes): Minimum 65% survival rate
 - iii. Survival rate is defined as the percentage of installed plants remaining alive, stable, and showing signs of continued healthy growth. Replacement plants installed during the warranty period shall be included in this calculation and must meet the same standards as original installations.
 - 4. The following plant conditions shall be grounds for rejection:
 - i. Poor form or structural instability
 - ii. Incorrect species or failure to meet specified size
 - iii. Disease, decay, or insect infestation
 - iv. Excessive browning, dieback, or desiccation (>25% foliar decline)
 - v. Evidence of improper installation, such as buried root flare or exposed root systems
 - 5. Rejected plants shall be removed and replaced at no additional cost to the Owner, in accordance with this specification.
- D. Final Acceptance

1. Final acceptance shall be documented in writing by the Owner and shall release the Contractor from further warranty or maintenance obligations, unless otherwise defined in the Contract closeout provisions.

3.10. Cleanup and Disposal

- A. After planting, remove markings, tie tape, labels, wire and other debris from plantings, planting zones, and Project site. After acceptance plant tags and labels are to be removed.
- B. Except for materials indicated to be recycled, remove surplus soil, excess excavated material, waste materials, displaced plants, trash, and debris, and legally dispose of them off Owner's property.

----- END OF SECTION 01400-----

SECTION 01500
SIGNAGE

1. GENERAL

1.1. Related Documents

- A. Drawings and general provisions of the Contract, including Attachment C

1.2. Summary

- A. Section Includes
 - 1. Interpretative Signage
- B. Related Requirements
 - 1. Section 01100 – Staging Area
 - 2. Section 01200 – Site Preparation

1.3. Quality Assurance

- A. Pre-Installation Meetings
 - 1. Before mobilization and project start, contractor to meet with Owner staff and key stakeholders to review procedures related to this Section, including sign location and other aspects related to completing work in this Section.

1.4. Delivery, Storage & Handling

- A. Signage Materials
 - 1. Printed sign and mounting kit will be supplied by Owner and delivered to Contractor. Contractor is responsible for storage and installation following Attachment C - Pannier Exhibit Base Installation Manual.

1.5. Field Conditions

- A. Verify designated location and ensure area is free of obstructions before proceeding with installation.

2. MATERIALS

2.1. 36"w x 24"h Sign & Mounting Base

- A. Sign and Mounting Kit from Pannier supplied by Owner and delivered to Contractor

3. EXECUTION

3.1. Examination

- A. Examine area as indicated by Owner for installation. Verify that area is ready for signage installation.

3.2. Preparation

- A. Assemble materials in close proximity to area of installation to facilitate timely construction.

3.3. Installation

- A. See Attachment C - Pannier Exhibit Base Installation Manual for installation.

3.4. Maintenance

- A. The Contractor shall inspect signage and related components at least once per month during the growing season (April through October) and at least once every two months during the dormant season (November through March).
- B. Routine maintenance tasks shall include, but are not limited to:
 - 1. Re-seating or re-pounding leaning posts.
 - 2. Re-fastening loose hardware.
 - 3. Removing vegetation or debris that compromises fence integrity or access.
- C. Maintenance work shall be logged and made available to the Owner upon request. Contractor shall notify the Owner of any major issues that require additional corrective action.

3.5. Warranty Period

- A. The warranty period for signage work shall begin upon completion of initial installation, and shall extend through the duration of the construction contract as specified in the Owner–Contractor Agreement.
- B. During the warranty period, the Contractor shall remain responsible for maintaining the signage in a serviceable condition and addressing any deficiencies caused by improper installation, substandard materials, or failure to perform maintenance as required under this Section.

3.6. Repair and Replacement

- A. The Owner reserves the right to inspect signage installation at any time. If deficiencies are identified, the Owner will notify the Contractor in writing.
- B. Within 14 calendar days of notification, the Contractor shall submit a plan and schedule for corrective action and complete all approved repairs or replacements at no additional cost to the Owner.
- C. Repairs necessitated by vandalism, extreme weather, or other external factors beyond the Contractor's control shall be evaluated on a case-by-case basis. The Owner will determine whether such repairs fall within the Contractor's responsibility or warrant a change order.
- D. All repair or replacement work shall meet the original performance standards and material specifications outlined in this Section.

3.7. Final Acceptance

A. General

1. Final acceptance of the signage work shall be issued at the end of the warranty period following a final inspection of all installed components. The procedures and sequence related to Substantial Completion and Final Acceptance shall be governed by the terms outlined in the Owner–Contractor Agreement.
 - a. Joint site inspection by Contractor and Owner
 - b. Owner issuance of Certificate of Substantial Completion
 - c. Contractor completion of outstanding tasks identified in a project punch list
 - d. Final walk-through conducted by Contractor and Owner
 - e. Owner issuance of a Notice of Acceptability of the Work

B. Completion Requirements Prior to Joint Site Inspection

1. All signage work, including installation, routine maintenance, and any corrective measures, must be complete and conform to the requirements of this Specification.
2. The Contractor shall notify the Owner in writing when all signage work is ready for final inspection.

C. Standards for Acceptance

1. Signage shall be accepted at the conclusion of the warranty period provided that:
 - a. All materials and workmanship conform to the specifications described in Section 3.3 "Installation."
 - b. All required maintenance activities, as described in Section 3.4 "Maintenance," have been performed.
 - c. No unresolved deficiencies remain related to the alignment, structural integrity, or function of any installed fencing or gates.
2. Any of the following conditions shall be considered grounds for rejection:
 - a. Leaning or unstable signage
 - b. Missing or unsecured fasteners, ties, or hardware
 - c. Evidence of incomplete repairs or lack of routine maintenance
3. Rejected components shall be corrected or replaced at no additional cost to the Owner, in accordance with the requirements of Section 3.6 "Repair and Replacement."

D. Final Acceptance

1. Final acceptance shall be documented in writing by the Owner and shall release the Contractor from further warranty and maintenance obligations related to signage, unless otherwise defined in the Contract closeout provisions

3.8. Cleaning and Disposal

- A. Remove any remaining packaging material and discard off of Owner's property.

----- END OF SECTION 01500 -----

02000 – DESIGN SHEETS



PLANTING PLAN KEY

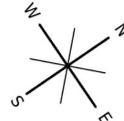
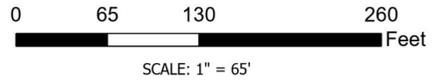
- CONTRACT LIMIT
 - NODE ADJACENT PLANTING AREA
 - EXISTING SCRUB/SHRUB
 - FENCED NODE PLANTING AREA
 - SIGNAGE LOCATION
- PLANTING ZONES**
- FLOODPLAIN (FLP)
 - RED OAK MEADOW (ROM)
 - UPLAND RIDGE (UPL)
 - SPRUCE GROVE (SPG)
 - VERNAL POOL WETLAND (VPW)
 - SHORELINE (SHL)
 - OXBOW (OXB)

PLANTING PLAN NOTES

- 1 PLANTINGS ZONES**
Planting areas contain a variety of plant species and sizes that are proposed within and outside fenced node areas. Each area has been denoted with a planting code, which correlates to planting tables on sheets NO. 2 & 3. These tables indicate plant spacing, stock type, and species composition. For additional information, refer to Sheet 04 for plant installation details and Specification Section 01400 'Plants'.
- 2 FENCED NODES**
Fenced nodes are modular enclosures designed to protect plantings within designated fenced node planting areas. Two standard module sizes are used and repeated throughout the site. Final locations may be adjusted in the field to accommodate site conditions, subject to Owner approval. Refer to Sheet 05 for fence detail drawings and Specification Section 01300 'Fencing and Barriers' for site preparation, materials, and installation requirements.
- 3 NODE ADJACENT**
Node-adjacent planting areas shall be installed outside the fenced node enclosures in the approximate locations shown on the plans.
- 4 OXBOW FENCED NODES**
The fenced node in the oxbow planting zone may require modification to its shape due to topographic variation. Owner will assist with the fencing layout in the field before installation. Fencing linear feet will not exceed 300 feet.
- 5 EX. PAVED TRAILS**
No plantings or fencing shall occur within 15' of an existing paved trail. Contractor shall use care to avoid damaging existing trails. Any restoration costs associated with repairing damaged trails shall be at the expense of the contractor.
- 6 STAGING AREA**
The Contractor shall confirm the staging area location before mobilization.
- 7 EX. SCRUB/SHRUB**
No plantings shall occur within the mapped scrub/shrub areas unless otherwise determined by Owner.
- 8 SIGNAGE**
Install one interpretive sign at the approximate location shown on the plan. Final placement to be confirmed with Owner prior to installation. Refer to Specification Section 01500 'Signage' for material and installation requirements.

Cradle Beach, Inc
Little Sister Creek Reforestation
8038 Old Lakeshore Rd, Anolga, NY 14006

SITE PLANTING PLAN



This document, together with the drawings presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Buffalo Niagara WATERKEEPER shall be at users sole risk and without liability to Buffalo Niagara WATERKEEPER.

REVISIONS:

NO.	DATE	DESCRIPTION
1		
2		
3		

#5 CONTAINER			
SCIENTIFIC NAME	COMMON NAME	QTY	NOTES/SUBSTITUTIONS
<i>Acer rubrum</i>	Red Maple	61	
<i>Betula alleghaniensis</i>	Yellow Birch	32	Not to be inundated
<i>Carya cordiformis</i>	Bitternut Hickory	15	
<i>Nyssa sylvatica</i>	Black Tupelo	57	
<i>Pinus strobus</i>	White Pine	20	Not to be inundated
<i>Platanus occidentalis</i>	American Sycamore	38	
<i>Prunus serotina</i>	Black Cherry	37	Not to be inundated
<i>Quercus palustris</i>	Pin Oak	41	
<i>Quercus rubra</i>	Northern Red Oak	39	
Total		340	-

#3 CONTAINER			
SCIENTIFIC NAME	COMMON NAME	QTY	NOTES/SUBSTITUTIONS
<i>Amelanchier arborea</i>	Downy Serviceberry	17	Not to be inundated
<i>Aronia melanocarpa</i>	Black Chokeberry	72	
<i>Asimina triloba</i>	Paw-paw	51	
<i>Carpinus caroliniana</i>	Ironwood	48	
<i>Cornus amomum</i>	Silky Dogwood	40	
<i>Cornus racemosa</i>	Gray Dogwood	94	
<i>Cornus sericea</i>	Red-osier Dogwood	83	
<i>Ribes americanum</i>	Wild Black Currant	10	
<i>Sambucus canadensis</i>	Common Elderberry	99	
<i>Vaccinium corymbosum</i>	Highbush Blueberry	95	
<i>Viburnum dentatum var. lucidum</i>	Smooth Arrowwood	60	
<i>Viburnum lentago</i>	Nannyberry	79	
Total		748	-

3' LIVE STAKE			
SCIENTIFIC NAME	COMMON NAME	QTY	NOTES/SUBSTITUTIONS
<i>Cephalanthus occidentalis</i>	Buttonbush	54	
<i>Cornus racemosa</i>	Gray Dogwood	46	
<i>Cornus sericea</i>	Red-osier Dogwood	30	
<i>Platanus occidentalis</i>	American Sycamore	30	
<i>Salix discolor</i>	Pussy Willow	60	
<i>Salix nigra</i>	Black Willow	30	
<i>Sambucus canadensis</i>	Common Elderberry	50	Not to be inundated
Total		300	-

BARE ROOT SEEDLING/REFORESTATION PLUG (BR/RP)			
SCIENTIFIC NAME	COMMON NAME	QTY	NOTES/SUBSTITUTIONS
<i>Acer rubrum</i>	Red Maple	55	
<i>Acer saccharinum</i>	Silver Maple	130	Not to be inundated
<i>Alnus incana</i>	Speckled Alder	75	
<i>Amelanchier canadensis</i>	Coastal Shadbush	145	
<i>Asimina triloba</i>	Paw-paw	135	
<i>Betula alleghaniensis</i>	Yellow Birch	55	Not to be inundated
<i>Carpinus caroliniana</i>	Ironwood	35	
<i>Carya cordiformis</i>	Bitternut Hickory	120	
<i>Cephalanthus occidentalis</i>	Buttonbush	215	
<i>Cornus amomum</i>	Silky Dogwood	80	
<i>Cornus racemosa</i>	Gray Dogwood	165	
<i>Cornus sericea</i>	Red-osier Dogwood	35	
<i>Lindera benzoin</i>	Spicebush	170	
<i>Myrica pensylvanica</i>	Sweetgale	60	Must be inundated/wet
<i>Nyssa sylvatica</i>	Black Tupelo	199	
<i>Platanus occidentalis</i>	American Sycamore	130	
<i>Quercus palustris</i>	Pin Oak	161	
<i>Ribes americanum</i>	Wild Black Currant	40	
<i>Salix discolor</i>	Pussy Willow	105	
<i>Salix nigra</i>	Black Willow	120	
<i>Spiraea alba</i>	Narrow-leaved Meadowsweet	135	
<i>Ulmus rubra</i>	Slippery Elm	65	
<i>Viburnum dentatum var. lucidum</i>	Smooth Arrowwood	90	
<i>Viburnum lentago</i>	Nannyberry	105	
Total		2625	-

Plant Species Totals by Stock
See Bid Form Article 3.02

VPW - 1 378 plants total				
FENCED NODES: 6'-8' O.C. SPACING; (2) Type 2 Fenced Nodes; 128 plants total				
SCIENTIFIC	COMMON	QUANTITY	SIZE	COMMENTS
<i>Acer rubrum</i>	Red Maple	15	#5 Container	
<i>Pinus strobus</i>	White Pine	5	#5 Container	Not to be inundated
<i>Prunus serotina</i>	Black Cherry	10	#5 Container	Not to be inundated
<i>Quercus rubra</i>	Northern Red Oak	10	#5 Container	
<i>Aronia melanocarpa</i>	Black Chokeberry	23	#3 Container	
<i>Cornus racemosa</i>	Gray Dogwood	30	#3 Container	
<i>Vaccinium corymbosum</i>	Highbush Blueberry	20	#3 Container	
<i>Viburnum dentatum var. lucidum</i>	Smooth Arrowwood	15	#3 Container	
NODE ADJACENT: 8'-10' O.C. SPACING; 250 plants total				
<i>Acer saccharinum</i>	Silver Maple	30	BR/RP	Not to be inundated
<i>Carya cordiformis</i>	Bitternut Hickory	20	BR/RP	
<i>Nyssa sylvatica</i>	Black Tupelo	15	BR/RP	
<i>Ulmus rubra</i>	Slippery Elm	20	BR/RP	
<i>Quercus palustris</i>	Pin Oak	15	BR/RP	
<i>Cornus racemosa</i>	Gray Dogwood	40	BR/RP	
<i>Amelanchier canadensis</i>	Coastal Shadbush	50	BR/RP	
<i>Myrica pensylvanica</i>	Sweetgale	30	BR/RP	Must be inundated/wet
<i>Spiraea alba</i>	Narrow-leaved Meadowsweet	30	BR/RP	

VPW - 2 378 plants total				
FENCED NODES: 6'-8' O.C. SPACING; (2) Type 2 Fenced Nodes; 128 plants total				
SCIENTIFIC	COMMON	QUANTITY	SIZE	COMMENTS
<i>Acer rubrum</i>	Red Maple	10	#5 Container	
<i>Betula alleghaniensis</i>	Yellow Birch	5	#5 Container	Not to be inundated
<i>Nyssa sylvatica</i>	Black Tupelo	10	#5 Container	
<i>Quercus palustris</i>	Pin Oak	5	#5 Container	
<i>Quercus rubra</i>	Northern Red Oak	10	#5 Container	
<i>Sambucus canadensis</i>	Common Elderberry	23	#3 Container	
<i>Cornus amomum</i>	Silky Dogwood	15	#3 Container	
<i>Cornus sericea</i>	Red-osier Dogwood	20	#3 Container	
<i>Viburnum lentago</i>	Nannyberry	30	#3 Container	
NODE ADJACENT: 8'-10' O.C. SPACING; 250 plants total				
<i>Acer saccharinum</i>	Silver Maple	20	BR/RP	Not to be inundated
<i>Carya cordiformis</i>	Bitternut Hickory	15	BR/RP	
<i>Nyssa sylvatica</i>	Black Tupelo	25	BR/RP	
<i>Acer rubrum</i>	Red Maple	25	BR/RP	
<i>Quercus palustris</i>	Pin Oak	15	BR/RP	
<i>Cephalanthus occidentalis</i>	Buttonbush	40	BR/RP	
<i>Salix discolor</i>	Pussy Willow	20	BR/RP	
<i>Viburnum lentago</i>	Nannyberry	30	BR/RP	
<i>Cornus amomum</i>	Silky Dogwood	25	BR/RP	
<i>Lindera benzoin</i>	Spicebush	35	BR/RP	

VPW - 3 378 plants total				
FENCED NODES: 6'-8' O.C. SPACING; (2) Type 2 Fenced Nodes; 128 plants total				
SCIENTIFIC	COMMON	QUANTITY	SIZE	COMMENTS
<i>Acer rubrum</i>	Red Maple	5	#5 Container	
<i>Betula alleghaniensis</i>	Yellow Birch	5	#5 Container	Not to be inundated
<i>Nyssa sylvatica</i>	Black Tupelo	15	#5 Container	
<i>Carya cordiformis</i>	Bitternut Hickory	10	#5 Container	
<i>Quercus rubra</i>	Northern Red Oak	5	#5 Container	
<i>Carpinus caroliniana</i>	Ironwood	10	#3 Container	
<i>Vaccinium corymbosum</i>	Highbush Blueberry	28	#3 Container	
<i>Cornus sericea</i>	Red-osier Dogwood	20	#3 Container	
<i>Viburnum lentago</i>	Nannyberry	30	#3 Container	
NODE ADJACENT: 8'-10' O.C. SPACING; 250 plants total				
<i>Acer saccharinum</i>	Silver Maple	20	BR/RP	Not to be inundated
<i>Carya cordiformis</i>	Bitternut Hickory	15	BR/RP	
<i>Nyssa sylvatica</i>	Black Tupelo	20	BR/RP	
<i>Acer rubrum</i>	Red Maple	20	BR/RP	
<i>Betula alleghaniensis</i>	Yellow Birch	10	BR/RP	
<i>Carpinus caroliniana</i>	Ironwood	15	BR/RP	
<i>Cephalanthus occidentalis</i>	Buttonbush	40	BR/RP	
<i>Cornus sericea</i>	Red-osier Dogwood	20	BR/RP	
<i>Viburnum lentago</i>	Nannyberry	30	BR/RP	
<i>Cornus amomum</i>	Silky Dogwood	20	BR/RP	
<i>Lindera benzoin</i>	Spicebush	40	BR/RP	

Planting Plan Sections

GENERAL NOTES:

- Refer to the Planting Plan for planting zones and locations.
- See Sheet 04 for plant installation details.
- Planting per Node Type: Type 1 nodes (smaller fenced areas) receive 32 plants (22 shrubs, 10 trees). Type 2 nodes (larger fenced areas) receive 64 plants (44 shrubs, 20 trees).
- Species Diversity: Do not plant species monocultures within fenced nodes. Each node shall include approximately equal numbers of each species listed in the planting tables, subject to availability and site conditions.
- Plant Arrangement: Evenly space individual trees throughout the planting area, selecting locations based on micro-site conditions (e.g., soil moisture, depressions). After tree placement, infill remaining space with shrubs planted in groups of 5-10 individuals of the same species. Distribute shrub groupings to achieve a naturalistic and well-dispersed pattern of species across the planting area.
- Plant Spacing: Unless noted otherwise, plant spacing shall be 6'-8' o.c. within fenced nodes and 8'-10' o.c. in node adjacent planting areas.

VPW - 4 724 plants total				
FENCED NODES: 6'-8' O.C. SPACING; (3) Type 2 Fenced Nodes, (1) Type 1 Fenced Node; 224 plants total				
SCIENTIFIC	COMMON	QUANTITY	SIZE	COMMENTS
<i>Acer rubrum</i>	Red Maple	10	#5 Container	
<i>Betula alleghaniensis</i>	Yellow Birch	15	#5 Container	
<i>Nyssa sylvatica</i>	Black Tupelo	15	#5 Container	
<i>Quercus palustris</i>	Pin Oak	10	#5 Container	
<i>Platanus occidentalis</i>	American Sycamore	20	#5 Container	
<i>Carpinus caroliniana</i>	Ironwood	20	#3 Container	
<i>Vaccinium corymbosum</i>	Highbush Blueberry	35	#3 Container	
<i>Cornus sericea</i>	Red-osier Dogwood	30	#3 Container	
<i>Sambucus canadensis</i>	Common Elderberry	30	#3 Container	
<i>Asimina triloba</i>	Paw-paw	24	#3 Container	
<i>Aronia melanocarpa</i>	Black Chokeberry	15	#3 Container	
NODE ADJACENT: 8'-10' O.C. SPACING; 500 plants total				
<i>Platanus occidentalis</i>	American Sycamore	25	BR/RP	
<i>Quercus palustris</i>	Pin Oak	50	BR/RP	
<i>Nyssa sylvatica</i>	Black Tupelo	40	BR/RP	
<i>Salix nigra</i>	Black Willow	35	BR/RP	
<i>Betula alleghaniensis</i>	Yellow Birch	20	BR/RP	Not to be inundated
<i>Ulmus rubra</i>	Slippery Elm	30	BR/RP	
<i>Alnus incana</i>	Speckled Alder	45	BR/RP	
<i>Asimina triloba</i>	Paw-paw	40	BR/RP	
<i>Cephalanthus occidentalis</i>	Buttonbush	80	BR/RP	
<i>Cornus racemosa</i>	Gray Dogwood	50	BR/RP	
<i>Salix discolor</i>	Pussy Willow	50	BR/RP	
<i>Viburnum dentatum var. lucidum</i>	Smooth Arrowwood	35	BR/RP	

VPW - 5 535 plants total				
FENCED NODES: 6'-8' O.C. SPACING; (2) Type 2 Fenced Nodes, (1) Type 1 Fenced Node; 160 plants total				
SCIENTIFIC	COMMON	QUANTITY	SIZE	COMMENTS
<i>Acer rubrum</i>	Red Maple	10	#5 Container	
<i>Carya cordiformis</i>	Bitternut Hickory	5	#5 Container	
<i>Pinus strobus</i>	White Pine	10	#5 Container	Not to be inundated
<i>Prunus serotina</i>	Black Cherry	10	#5 Container	Not to be inundated
<i>Quercus palustris</i>	Pin Oak	15	#5 Container	
<i>Aronia melanocarpa</i>	Black Chokeberry	20	#3 Container	
<i>Cornus racemosa</i>	Gray Dogwood	40	#3 Container	
<i>Sambucus canadensis</i>	Common Elderberry	20	#3 Container	
<i>Viburnum dentatum var. lucidum</i>	Smooth Arrowwood	30	#3 Container	
NODE ADJACENT: 8'-10' O.C. SPACING; 375 plants total				
<i>Acer saccharinum</i>	Silver Maple	30	BR/RP	Not to be inundated
<i>Carya cordiformis</i>	Bitternut Hickory	40	BR/RP	
<i>Nyssa sylvatica</i>	Black Tupelo	40	BR/RP	
<i>Quercus palustris</i>	Pin Oak	20	BR/RP	
<i>Salix nigra</i>	Black Willow	20	BR/RP	
<i>Amelanchier canadensis</i>	Coastal Shadbush	50	BR/RP	
<i>Cornus racemosa</i>	Gray Dogwood	25	BR/RP	
<i>Myrica pensylvanica</i>	Sweetgale	30	BR/RP	Must be inundated/wet
<i>Salix discolor</i>	Pussy Willow	35	BR/RP	
<i>Spiraea alba</i>	Narrow-leaved Meadowsweet	30	BR/RP	
<i>Viburnum dentatum var. lucidum</i>	Smooth Arrowwood	55	BR/RP	



721 Main Street,
Buffalo, NY 14203
(716) 852-7483

Cradle Beach, Inc
Little Sister Creek Reforestation
8038 Old Lakeshore Rd, Angola, NY 14006

NO.	DATE	REVISIONS:		
		DESCRIPTION		
1				
2				
3				

SHEET NO. 2
07/02/2025

FLP - 1 314 plants total				
FENCED NODES: 6'-8' O.C. SPACING; (2) Type 1 Fenced Nodes; 64 plants total				
SCIENTIFIC	COMMON	QUANTITY	SIZE	COMMENTS
<i>Pinus strobus</i>	White Pine	5	#5 Container	Not to be inundated
<i>Platanus occidentalis</i>	American Sycamore	5	#5 Container	
<i>Prunus serotina</i>	Black Cherry	5	#5 Container	Not to be inundated
<i>Quercus rubra</i>	Northern Red Oak	5	#5 Container	
<i>Amelanchier arborea</i>	Downy Serviceberry	10	#3 Container	Not to be inundated
<i>Cornus racemosa</i>	Gray Dogwood	14	#3 Container	
<i>Sambucus canadensis</i>	Common Elderberry	10	#3 Container	
<i>Viburnum dentatum var. lucidum</i>	Smooth Arrowwood	10	#3 Container	
NODE ADJACENT: 8'-10' O.C. SPACING; 250 plants total				
<i>Acer saccharinum</i>		20	BR/RP	Not to be inundated
<i>Platanus occidentalis</i>	American Sycamore	40	BR/RP	
<i>Salix nigra</i>	Black Willow	25	BR/RP	
<i>Ulmus rubra</i>	Slippery Elm	15	BR/RP	
<i>Amelanchier canadensis</i>	Coastal Shadbush	20	BR/RP	
<i>Asimina triloba</i>	Paw-paw	45	BR/RP	
<i>Cornus racemosa</i>	Gray Dogwood	30	BR/RP	
<i>Spiraea alba</i>	Narrow-leaved Meadowsweet	55	BR/RP	

UPL - 1 157 plants total				
FENCED NODES: 6'-8' O.C. SPACING; (1) Type 1 Fenced Node; 32 plants total				
SCIENTIFIC	COMMON	QUANTITY	SIZE	COMMENTS
<i>Acer rubrum</i>	Red Maple	3	#5 Container	
<i>Nyssa sylvatica</i>	Black Tupelo	4	#5 Container	
<i>Quercus rubra</i>	Northern Red Oak	3	#5 Container	
<i>Amelanchier arborea</i>	Downy Serviceberry	7	#3 Container	Not to be inundated
<i>Asimina triloba</i>	Paw-paw	5	#3 Container	
<i>Cornus racemosa</i>	Gray Dogwood	5	#3 Container	
<i>Viburnum dentatum var. lucidum</i>	Smooth Arrowwood	5	#3 Container	
NODE ADJACENT: 8'-10' O.C. SPACING; 125 plants total				
<i>Acer saccharinum</i>		10	BR/RP	Not to be inundated
<i>Platanus occidentalis</i>	American Sycamore	15	BR/RP	
<i>Salix nigra</i>	Black Willow	15	BR/RP	
<i>Quercus palustris</i>	Pin Oak	10	BR/RP	
<i>Amelanchier canadensis</i>	Coastal Shadbush	25	BR/RP	
<i>Asimina triloba</i>	Paw-paw	10	BR/RP	
<i>Cornus racemosa</i>	Gray Dogwood	20	BR/RP	
<i>Spiraea alba</i>	Narrow-leaved Meadowsweet	20	BR/RP	

ROM - 1 189 plants total				
FENCED NODES: 6'-8' O.C. SPACING; (1) Type 2 Fenced Node; 64 plants total				
SCIENTIFIC	COMMON	QUANTITY	SIZE	COMMENTS
<i>Acer rubrum</i>	Red Maple	6	#5 Container	
<i>Quercus palustris</i>	Pin Oak	4	#5 Container	
<i>Prunus serotina</i>	Black Cherry	4	#5 Container	Not to be inundated
<i>Quercus rubra</i>	Northern Red Oak	6	#5 Container	
<i>Carpinus caroliniana</i>	Ironwood	8	#3 Container	
<i>Cornus amomum</i>	Silky Dogwood	15	#3 Container	
<i>Vaccinium corymbosum</i>	Highbush Blueberry	12	#3 Container	
<i>Viburnum lentago</i>	Nannyberry	9	#3 Container	
NODE ADJACENT: 8'-10' O.C. SPACING; 125 plants total				
<i>Acer rubrum</i>	Red Maple	10	BR/RP	
<i>Carya cordiformis</i>	Bitternut Hickory	10	BR/RP	
<i>Nyssa sylvatica</i>	Black Tupelo	10	BR/RP	
<i>Platanus occidentalis</i>	American Sycamore	10	BR/RP	
<i>Quercus palustris</i>	Pin Oak	10	BR/RP	
<i>Cephalanthus occidentalis</i>	Buttonbush	15	BR/RP	
<i>Cornus amomum</i>	Silky Dogwood	10	BR/RP	
<i>Lindera benzoin</i>	Spicebush	35	BR/RP	
<i>Cornus sericea</i>	Red-osier Dogwood	15	BR/RP	

FLP - 2 189 plants total				
FENCED NODES: 6'-8' O.C. SPACING; (1) Type 2 Fenced Noce; 64 plants total				
SCIENTIFIC	COMMON	QUANTITY	SIZE	COMMENTS
<i>Acer rubrum</i>	Red Maple	2	#5 Container	Not to be inundated
<i>Nyssa sylvatica</i>	Black Tupelo	3	#5 Container	
<i>Platanus occidentalis</i>	American Sycamore	8	#5 Container	
<i>Quercus palustris</i>	Pin Oak	7	#5 Container	
<i>Asimina triloba</i>	Paw-paw	15	#3 Container	
<i>Ribes americanum</i>	Wild Black Currant	10	#3 Container	
<i>Cornus sericea</i>	Red-osier Dogwood	8	#3 Container	
<i>Sambucus canadensis</i>	Common Elderberry	11	#3 Container	
NODE ADJACENT: 8'-10' O.C. SPACING; 125 plants total				
<i>Nyssa sylvatica</i>	Black Tupelo	10	BR/RP	
<i>Platanus occidentalis</i>	American Sycamore	15	BR/RP	
<i>Quercus palustris</i>	Pin Oak	15	BR/RP	
<i>Salix nigra</i>	Black Willow	10	BR/RP	
<i>Alnus incana</i>	Speckled Alder	15	BR/RP	
<i>Asimina triloba</i>	Paw-paw	15	BR/RP	
<i>Cephalanthus occidentalis</i>	Buttonbush	10	BR/RP	
<i>Cornus amomum</i>	Silky Dogwood	15	BR/RP	
<i>Ribes americanum</i>	Wild Black Currant	20	BR/RP	

SHL - 1 180 plants total				
SHORELINE STAKING: 10' O.C. 180 plants total				
SCIENTIFIC	COMMON	QUANTITY	SIZE	COMMENTS
<i>Platanus occidentalis</i>	American Sycamore	18	3' Live Stake	
<i>Salix nigra</i>	Black Willow	18	3' Live Stake	
<i>Cornus racemosa</i>	Gray Dogwood	30	3' Live Stake	
<i>Cornus sericea</i>	Red-osier Dogwood	20	3' Live Stake	
<i>Cephalanthus occidentalis</i>	Buttonbush	44	3' Live Stake	
<i>Salix discolor</i>	Pussy Willow	30	3' Live Stake	
<i>Sambucus canadensis</i>	Common Elderberry	20	3' Live Stake	Not to be inundated

SPG - 1 314 plants total				
FENCED NODES: 6'-8' O.C. SPACING; (1) Type 1 Fenced Node; 64 plants total				
SCIENTIFIC	COMMON	QUANTITY	SIZE	COMMENTS
<i>Betula alleghaniensis</i>	Yellow Birch	7	#5 Container	Not to be inundated
<i>Prunus serotina</i>	Black Cherry	8	#5 Container	Not to be inundated
<i>Nyssa sylvatica</i>	Black Tupelo	5	#5 Container	
<i>Carpinus caroliniana</i>	Ironwood	10	#3 Container	
<i>Cornus amomum</i>	Silky Dogwood	10	#3 Container	
<i>Aronia melanocarpa</i>	Black Chokeberry	14	#3 Container	
<i>Viburnum lentago</i>	Nannyberry	10	#3 Container	
NODE ADJACENT: 8'-10' O.C. SPACING; 250 plants total				
<i>Betula alleghaniensis</i>	Yellow Birch	25	BR/RP	Not to be inundated
<i>Carya cordiformis</i>	Bitternut Hickory	20	BR/RP	
<i>Nyssa sylvatica</i>	Black Tupelo	39	BR/RP	
<i>Quercus palustris</i>	Pin Oak	16	BR/RP	
<i>Carpinus caroliniana</i>	Ironwood	20	BR/RP	
<i>Viburnum lentago</i>	Nannyberry	45	BR/RP	
<i>Asimina triloba</i>	Paw-paw	25	BR/RP	
<i>Lindera benzoin</i>	Spicebush	60	BR/RP	

OXB - 1 157 plants total				
FENCED NODES: 6'-8' O.C. SPACING; (1) Irregular Type 1 Fenced Node; 32 plants total				
SCIENTIFIC	COMMON	QUANTITY	SIZE	COMMENTS
<i>Nyssa sylvatica</i>	Black Tupelo	5	#5 Container	
<i>Platanus occidentalis</i>	American Sycamore	5	#5 Container	
<i>Asimina triloba</i>	Paw-paw	7	#3 Container	
<i>Cornus racemosa</i>	Gray Dogwood	5	#3 Container	
<i>Cornus sericea</i>	Red-osier Dogwood	5	#3 Container	
<i>Sambucus canadensis</i>	Common Elderberry	5	#3 Container	
NODE ADJACENT: 8'-10' O.C. SPACING; 125 plants total				
<i>Platanus occidentalis</i>	American Sycamore	25	BR/RP	
<i>Quercus palustris</i>	Pin Oak	10	BR/RP	
<i>Salix nigra</i>	Black Willow	15	BR/RP	
<i>Alnus incana</i>	Speckled Alder	15	BR/RP	
<i>Cephalanthus occidentalis</i>	Buttonbush	30	BR/RP	
<i>Cornus amomum</i>	Silky Dogwood	10	BR/RP	
<i>Ribes americanum</i>	Wild Black Currant	20	BR/RP	

SHL - 2 120 plants total				
SHORELINE STAKING: 10' O.C. 120 plants total				
SCIENTIFIC	COMMON	QUANTITY	SIZE	COMMENTS
<i>Platanus occidentalis</i>	American Sycamore	12	3' Live Stake	
<i>Salix nigra</i>	Black Willow	12	3' Live Stake	
<i>Cornus racemosa</i>	Gray Dogwood	16	3' Live Stake	
<i>Cornus sericea</i>	Red-osier Dogwood	10	3' Live Stake	
<i>Cephalanthus occidentalis</i>	Buttonbush	10	3' Live Stake	
<i>Salix discolor</i>	Pussy Willow	30	3' Live Stake	
<i>Sambucus canadensis</i>	Common Elderberry	30	3' Live Stake	Not to be inundated

Planting Plan Sections

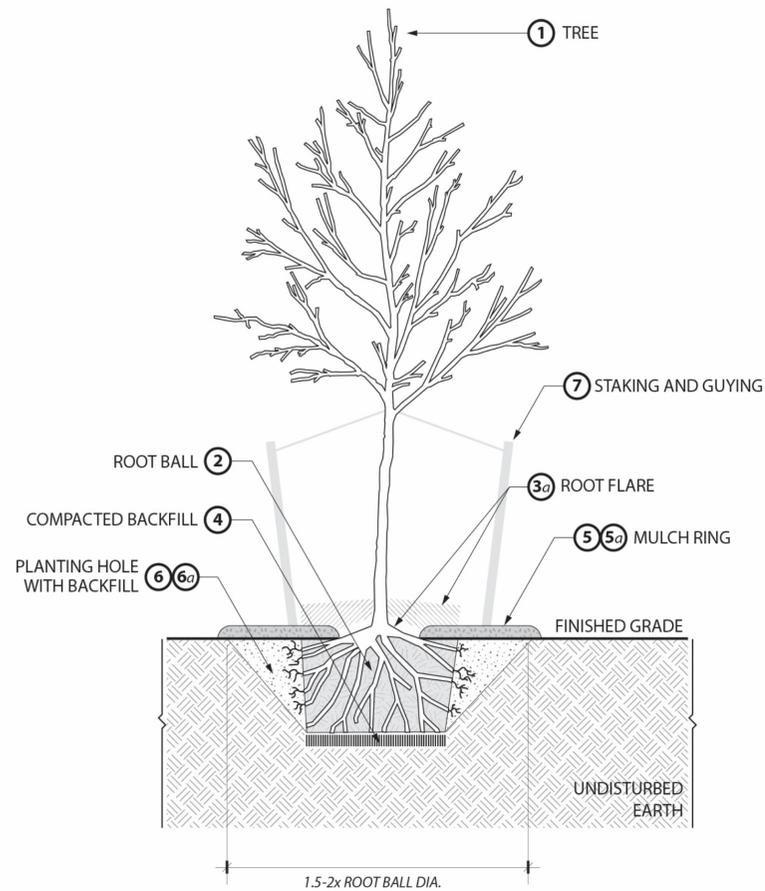
GENERAL NOTES:

- See Sheet NO. 1 & NO. 2 for details

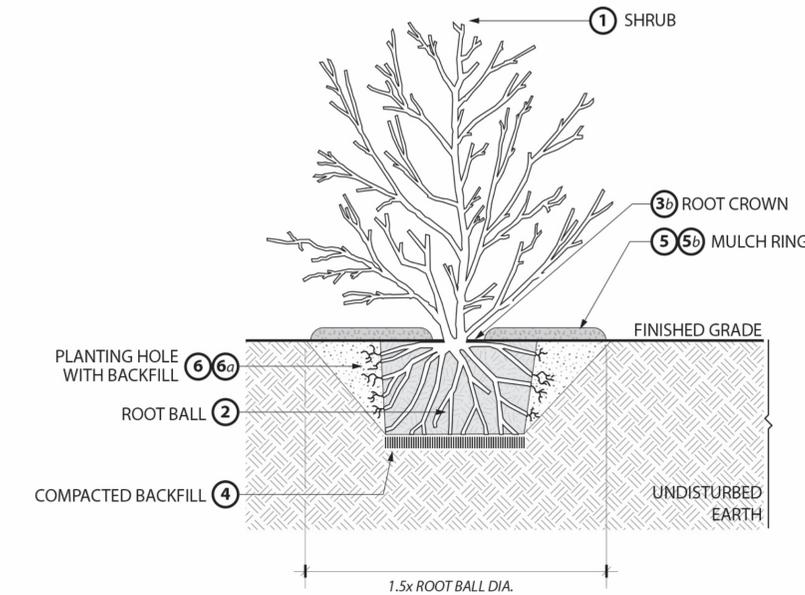


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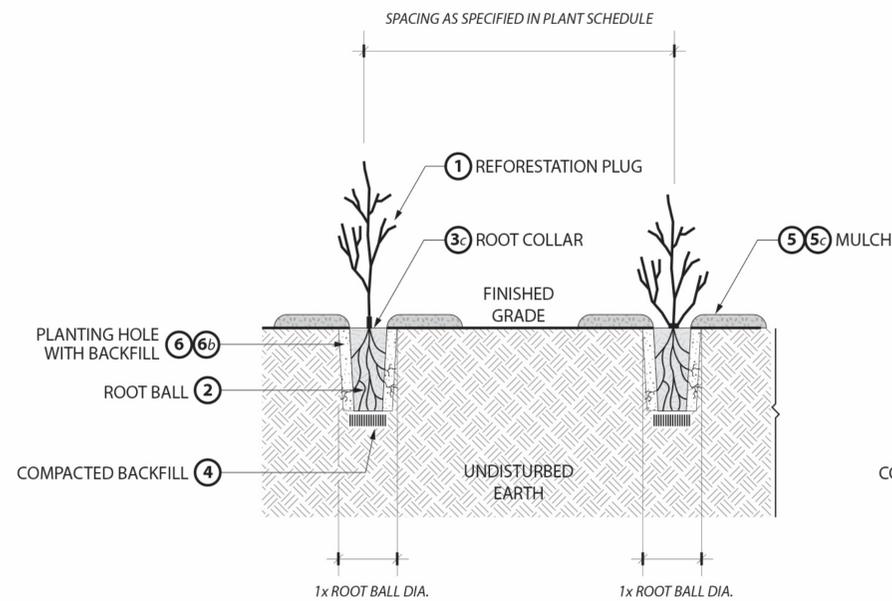
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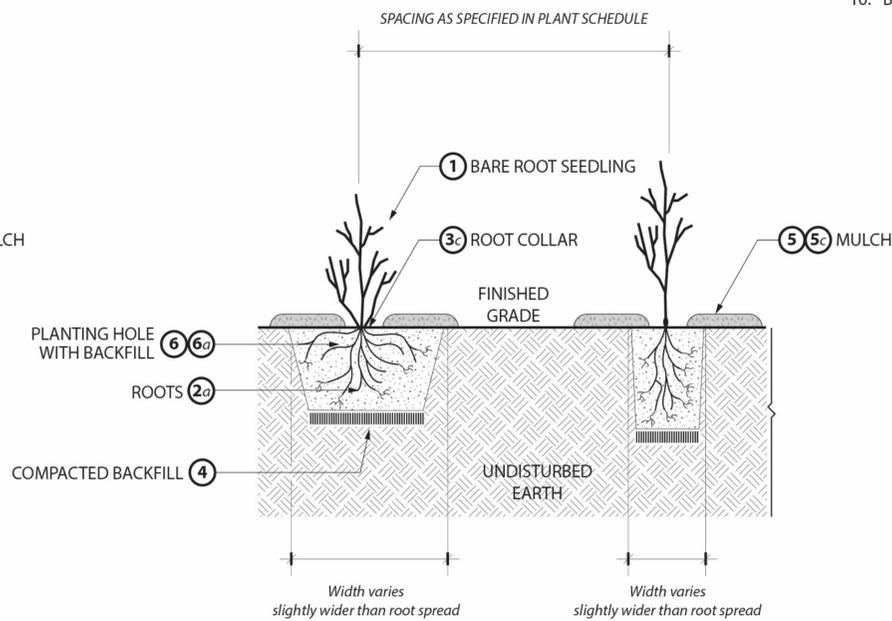
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SECTION



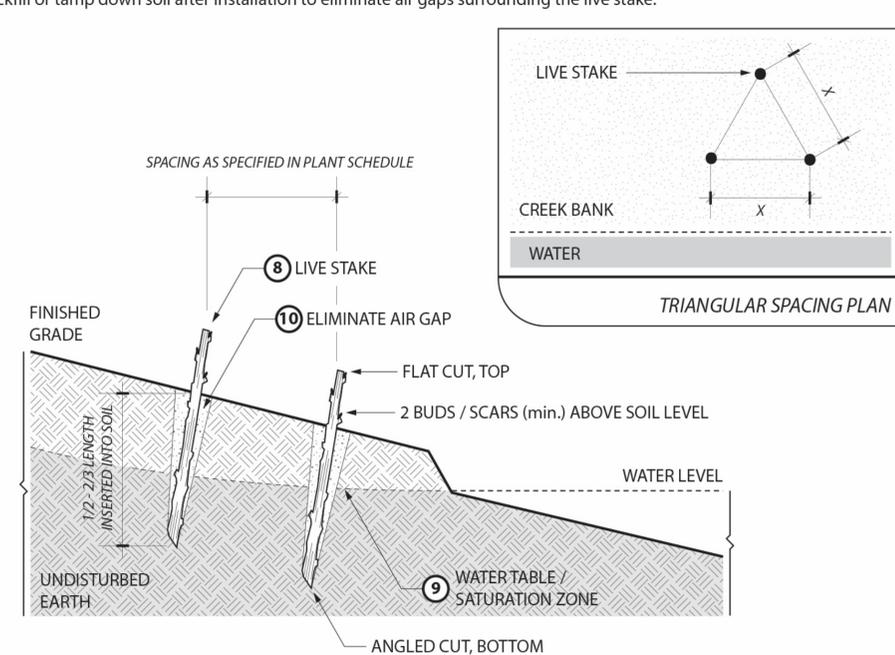
2 CONTAINER SHRUB PLANTING, TYP. NTS
SECTION



3 REFORESTATION PLUG, TYP. NTS
SECTION



4 BARE ROOT SEEDLING, TYP. NTS
SECTION



5 DORMANT LIVE STAKES, TYP. NTS
SECTION

NOTES:

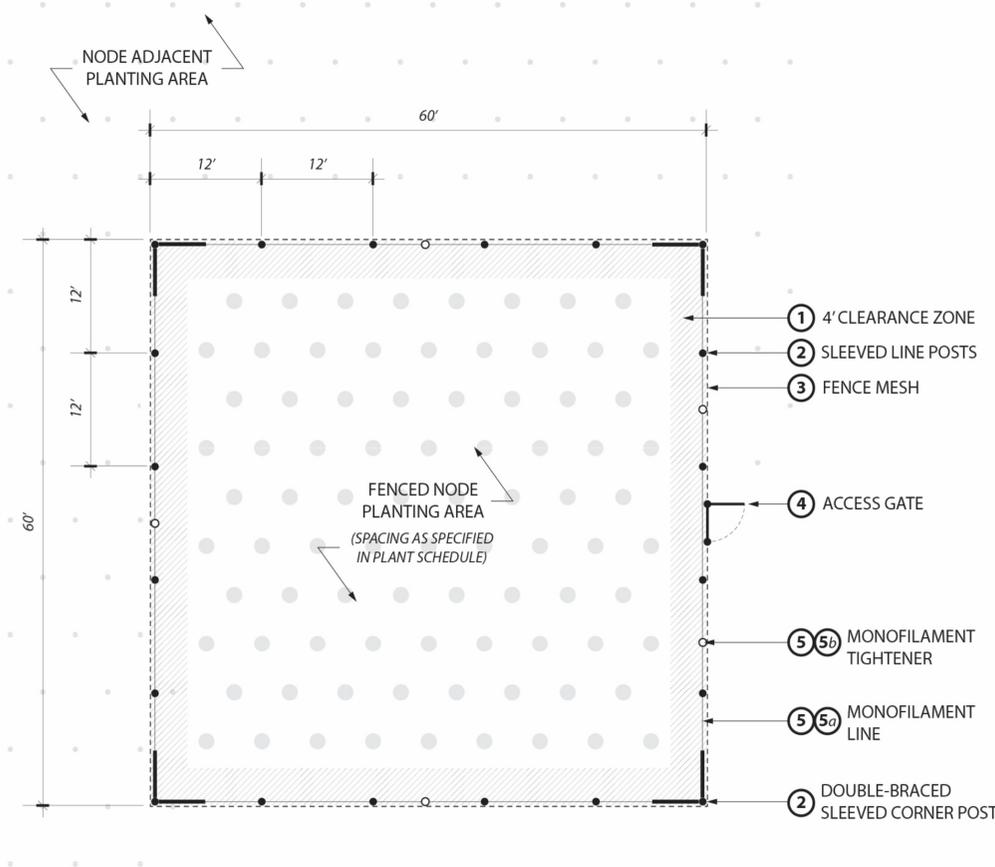
GENERAL:

1. Refer to plan drawings for details on plant locations - Sheet 01
2. Refer to planting tables for details on species, spacing, stock, and size - Sheet 02 and 03
3. Refer to specification Section 01400 'Plants' for material details, quality insurances, installation requirements, and thresholds for acceptability of work.

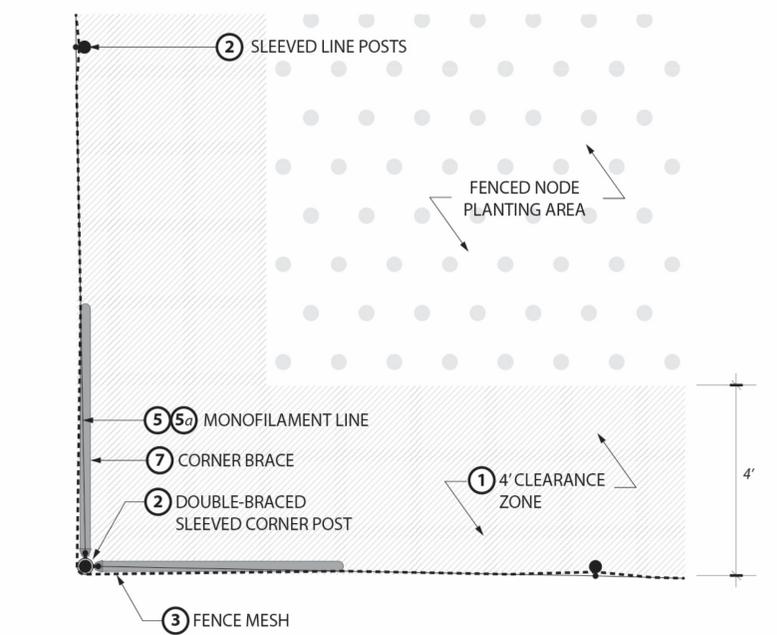
DETAIL DRAWING NOTES:

1. Do not prune top growth at time of planting unless directed by Owner. Remove all tags, wraps, and other debris from plants after planting.
2. Gently loosen roots so fibrous ends are extending out from the root ball to encourage lateral root growth.
 - A. Gently fan out roots of bareroot plants to encourage natural root spread. Avoid J-rooting or circling roots when back filling.
3. Planting depth - Root flare, root crown, root collar:
 - A. Remove excess soil from the root ball as necessary to expose root flare before planting. Root flare shall sit approximately 2-inches above surrounding grade after planting.
 - B. Remove excess soil to expose top of root mass if buried. Set shrub with top of root crown at or slightly above finished grade.
 - C. Install plug so the top of the root ball sits at or slightly above the surrounding grade after backfilling
 - D. Identify the root collar and set the plant in the hole so that the root collar is positioned at or slightly above surrounding grade after backfilling.
4. Root ball shall sit on undisturbed earth or well compacted backfill to prevent settling after planting.
5. Mulch per specification. Do not place mulch in contact with trunks or stems. Final mulch shape should resemble a donut, not a volcano. Mulch ring dimensions:
 - A. Container trees: 2-3" deep, 24" radius, or to edge of soil disturbance, whichever is greater.
 - B. Container shrubs: 2-3" deep, 18" radius, or to edge of soil disturbance, whichever is greater.
 - C. Reforestation plugs and bare root seedlings: 1.5-2" deep, 6" radius, or to edge of soil disturbance, whichever is greater.
6. Ensure planting hole is wide enough to accommodate the full root system without bending, circling, or crowding of roots. Eliminate all air pockets around roots when backfilling planting hole.
 - A. Excavated hole shall be wider than the root ball / root system with sloped sides, as shown in the drawing.
 - B. Sloped sides of planting hole for plugs not required.
7. Stake and guy trees at Owners request, if trees are unstable after planting. Refer to specification Section 01400 'Plants' for additional details.
8. Install live stake directly into the soil, ensuring the pointed basal end is pointing down and the flat cut top is pointed up. Drive stake into soil to the depth specified in the drawings, using care not to damage the plant material during installation. Pilot holes may be required if compacted soils are encountered.
9. Stakes shall be installed so basal end is at or below the groundwater saturation zone as shown in the drawings.
10. Backfill or tamp down soil after installation to eliminate air gaps surrounding the live stake.

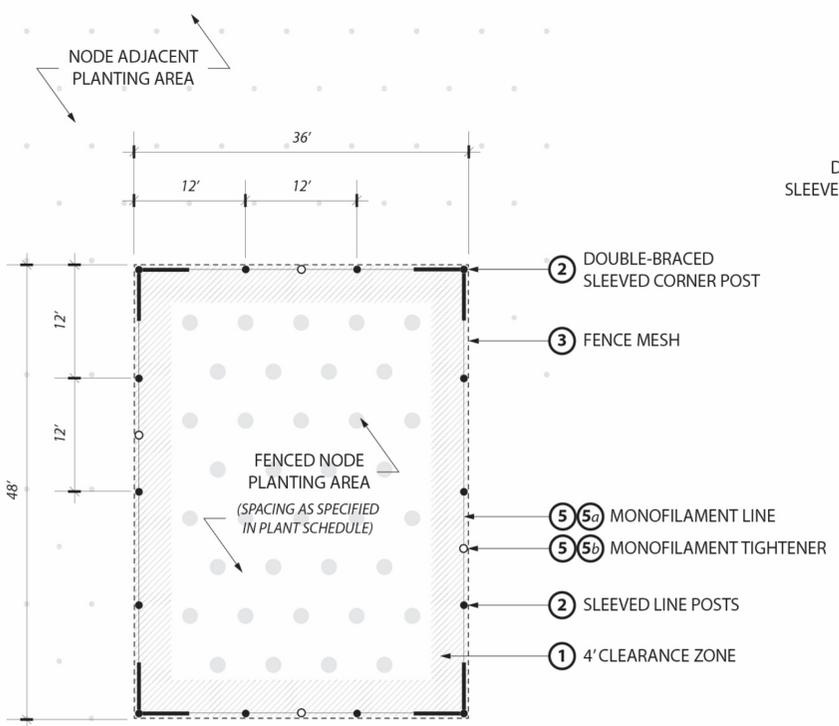
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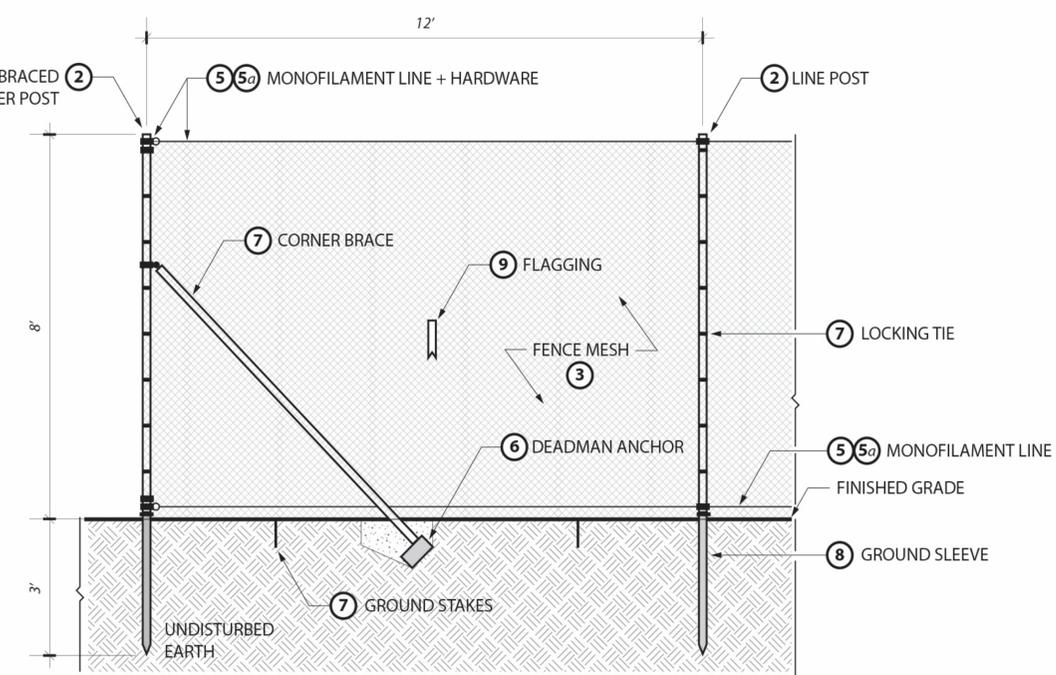
A FENCED NODE TYPE 2 (Large), TYP. NTS
PLAN



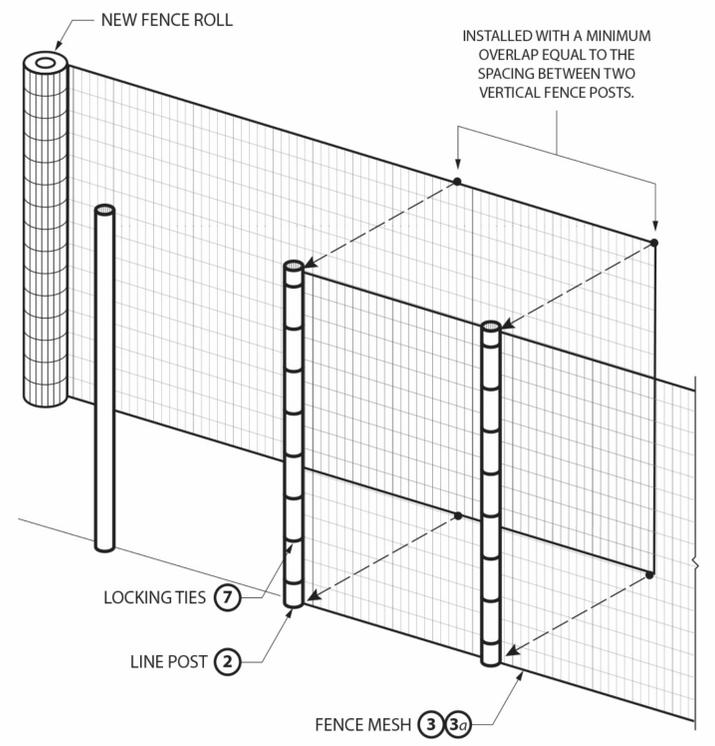
B FENCED NODE CORNER, TYP. NTS
PLAN



C FENCED NODE TYPE 1 (Small), TYP. NTS
PLAN



D FENCED NODE CORNER, TYP. NTS
SECTION



E FENCE MESH ENDS AND SEAMS, TYP. NTS
ISOMETRIC

NOTES:

GENERAL:

1. Refer to plan drawings for Fenced Node locations - Sheet 01
2. Refer to planting tables for details on species, spacing, stock, and size - Sheet 02 and 03
3. All fence components shall be installed in accordance with the manufacturer's instructions. In the event of a discrepancy between the Contract Documents and the manufacturer's guidelines, notify the Owner for resolution prior to installation.
4. Refer to manufacturer installation guides and Specification Section 01300 'Fencing and Barriers' for material specifications, quality assurance requirements, installation procedures, site preparation guidelines, and performance criteria for node fencing.
5. Adjustments to the fence node layout due to site conditions are permitted, but must be approved by the Owner prior to installation. Such changes shall not increase material quantities or unit pricing.

DETAIL DRAWING NOTES:

1. Maintain a minimum 4' clearance from fence mesh when planting within the fenced node area.
2. Posts shall be installed plumb, firmly seated, and free from leaning or deflection.
3. Fence mesh shall be installed on the exterior face of posts as indicated. Secure mesh tightly to posts and monofilament lines, ensuring continuous coverage without sagging or gaps at grade, gates, or seams.
 - A. Where multiple rolls of mesh are required or fencing ends meet, overlap the mesh by at least the spacing between two vertical posts. Secure both overlapping ends to the same two adjacent posts to maintain a continuous barrier.
4. Installed gate per manufacturer's specifications and in a location that allows efficient access for planting and maintenance, typically along the side nearest an existing path. Gate shall be centered between two line posts as shown in the drawings.
5. Monofilament shall be installed per manufacturer's guidelines. Each face of the fenced node shall utilize an independent straight-run tensioning system terminating at corner posts. Continuous lines that pass through 90-degree angles are not permitted.
 - A. Run Monofilament line along the top and bottom of the fence.
 - B. Center tightener along the length of the monofilament line.
6. Poured concrete is not permitted for deadman anchor construction. Refer to manufacturer's guidelines for other methods. Deadman anchor not included in Deer Fence Kit.
7. Corner brace, locking ties, and ground stakes included in the Deer Fence Kit. Install per manufacturer's instructions.
8. Use care not to damage ground sleeves during installation. Pound the sleeves into existing soil until the top is nearly flush to the surrounding grade. Insert posts in ground sleeves per manufacturer's guidelines.
9. Attach a piece of survey flagging to the fence mesh at the midpoint between each pair of posts and approximately halfway up the height of the fence, around the perimeter of the fenced node.

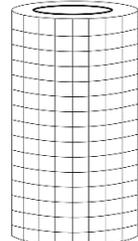
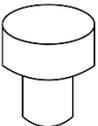
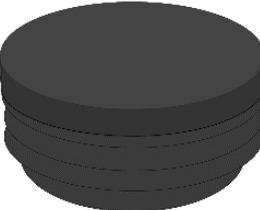
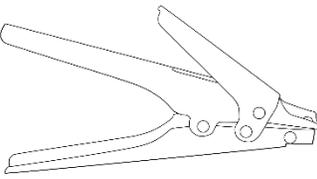
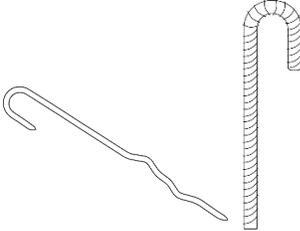
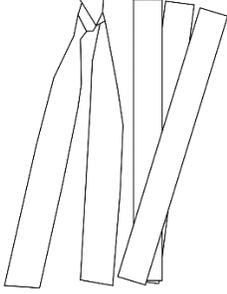
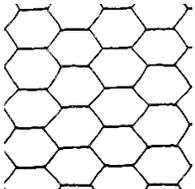
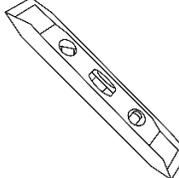
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REVISIONS:

ATTACHMENT A – DEERBUSTER INSTALLATION MANUALS

Deer Fence Post/Fence Installation Instructions

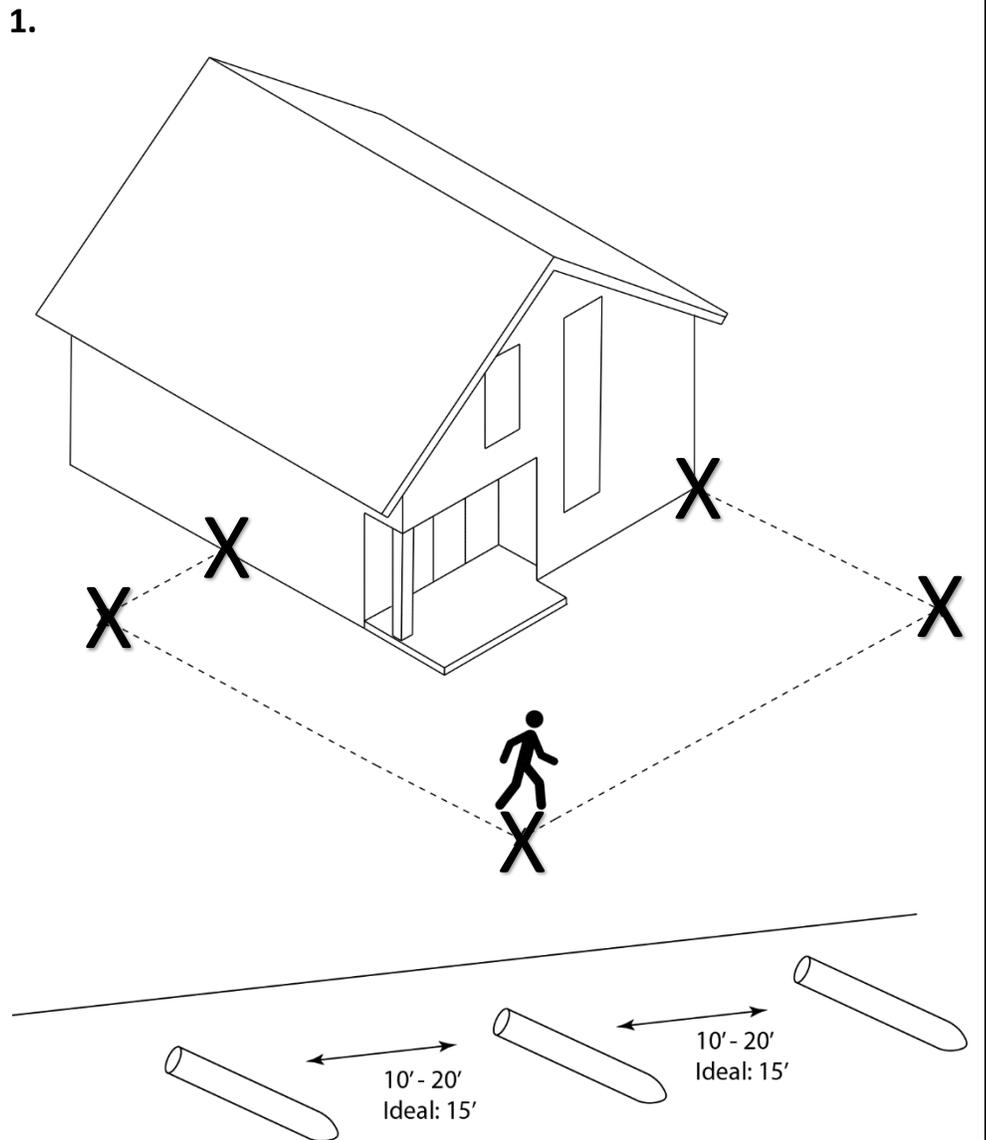
Note: These instructions are **UNIVERSAL**. They are to aid in the installation of all styles of fence mesh and heights. If a tension system was purchased, please refer to the tensioning kit instructions **BEFORE** these instructions.

HARDWARE PARTS			
<p style="text-align: center;">A</p> <p style="text-align: center;">QTY: 7 per 100 ft</p>  <p style="text-align: center;">17 Gauge 1 5/8" Black Powder Coated Galvanized Pipe (Refer to packing slip for SKU #)</p>	<p style="text-align: center;">B</p> <p style="text-align: center;">QTY: 1 roll per 100 ft</p>  <p style="text-align: center;">Fencing Mesh (Refer to packing slip for SKU #)</p>	<p style="text-align: center;">C</p> <p style="text-align: center;">QTY: 7 per 100 ft</p>  <p style="text-align: center;">Black Ground Sleeve for 1 5/8" Post SKU: DE8195</p>	<p style="text-align: center;">D</p> <p style="text-align: center;">QTY: 1 per 21 Posts</p>  <p style="text-align: center;">Drive Cap for 1 5/8" Post Sleeve SKU: DE2812</p>
<p style="text-align: center;">E</p> <p style="text-align: center;">QTY: 7 per 100 ft</p>  <p style="text-align: center;">1 5/8" Black Vinyl Post Cap SKU: DE8089</p>	<p style="text-align: center;">F</p> <p style="text-align: center;">QTY: 1 pk per 100 ft</p>  <p style="text-align: center;">8" High Strength Nylon Self-Locking Ties – 100pk SKU: DE2854</p>	<p style="text-align: center;">G</p> <p style="text-align: center;">QTY: 1</p>  <p style="text-align: center;">Cutter Puller Tool for Self-Locking Ties SKU: DE2864</p>	<p style="text-align: center;">H</p> <p style="text-align: center;">QTY: 1 pk per 100 ft</p>  <p style="text-align: center;">Ground Stakes (Refer to packing slip for SKU #)</p>
<p style="text-align: center;">I</p> <p style="text-align: center;">QTY: 1 pk per 100ft</p>  <p style="text-align: center;">White Warning Banner SKU: DE2896</p>	<p style="text-align: center;">If you selected Rodent Exclusion Barrier:</p> <p style="text-align: center;">J</p>  <p style="text-align: center;">QTY: 1 roll per 100 ft 2' x 100' Steel Hex Web Black PVC Coated Fence SKU: SH20210011B</p>	<p style="text-align: center;">K</p> <p style="text-align: center;">QTY: 1</p>  <p style="text-align: center;">Magnetic Level</p>	<p style="text-align: center;">Recommended Tools (Not Included):</p> <ul style="list-style-type: none"> Power Drill with 5/16" Drill Bit Tape Measure Sledgehammer Hammer Earth Auger Digging Bar (For rocky/hard ground) String Line

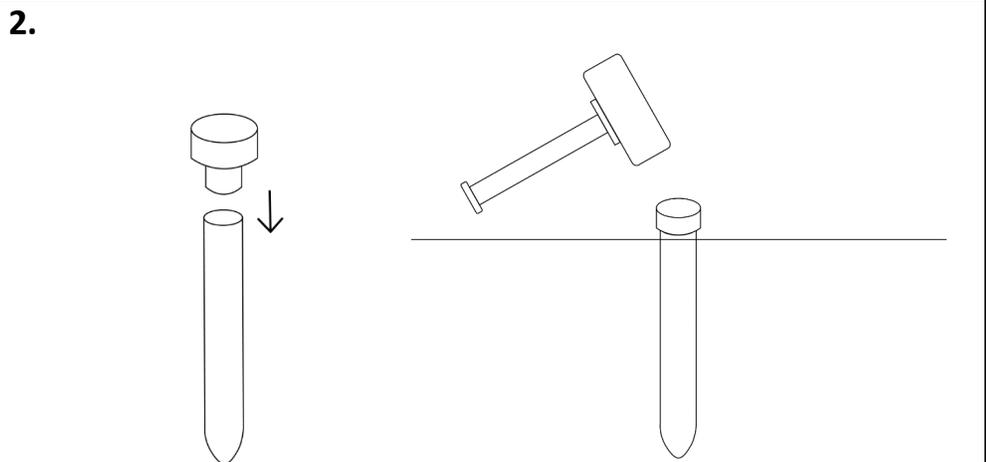
Deer Fence Post/Fence Installation Instructions

1. Lay out the fence design and place all end/corner posts. If you did not purchase corners/ends for your system, place posts where the ends/corners would be. Pull a string between the corners to determine the fence line for post placement. Place **GROUND SLEEVES (C)** every 15' apart, but you can also space every 10'-20' apart to best fit your fence system.

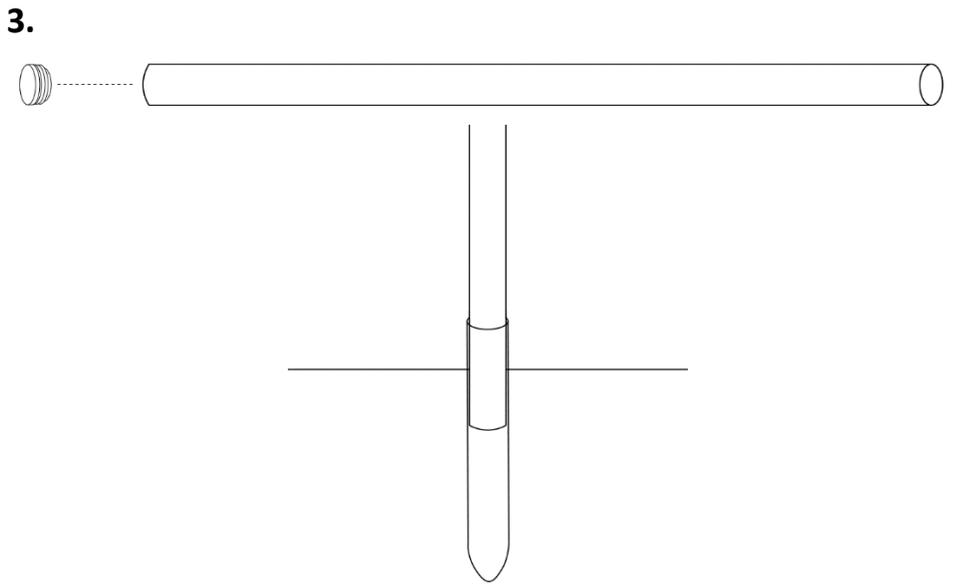
Note: It is very important to determine the location of all posts before driving the sleeves into the ground. Posts will need to be placed at all changes in direction and steep changes in grade. On hard ground it may be necessary to use an **EARTH AUGER (Sold Separately; SKU: DE8189)** or **DIGGING BAR** to make a hole before driving the ground sleeves in. **Kits without corners, ends, or gates, will have to space posts evenly.**



2. Using the provided **DRIVE CAP (D)** and a sledgehammer, drive the **GROUND SLEEVES (C)** into the ground, as flush to the ground as possible. Use the **MAGNETIC LEVEL (K)** to ensure the sleeve is as straight as possible.

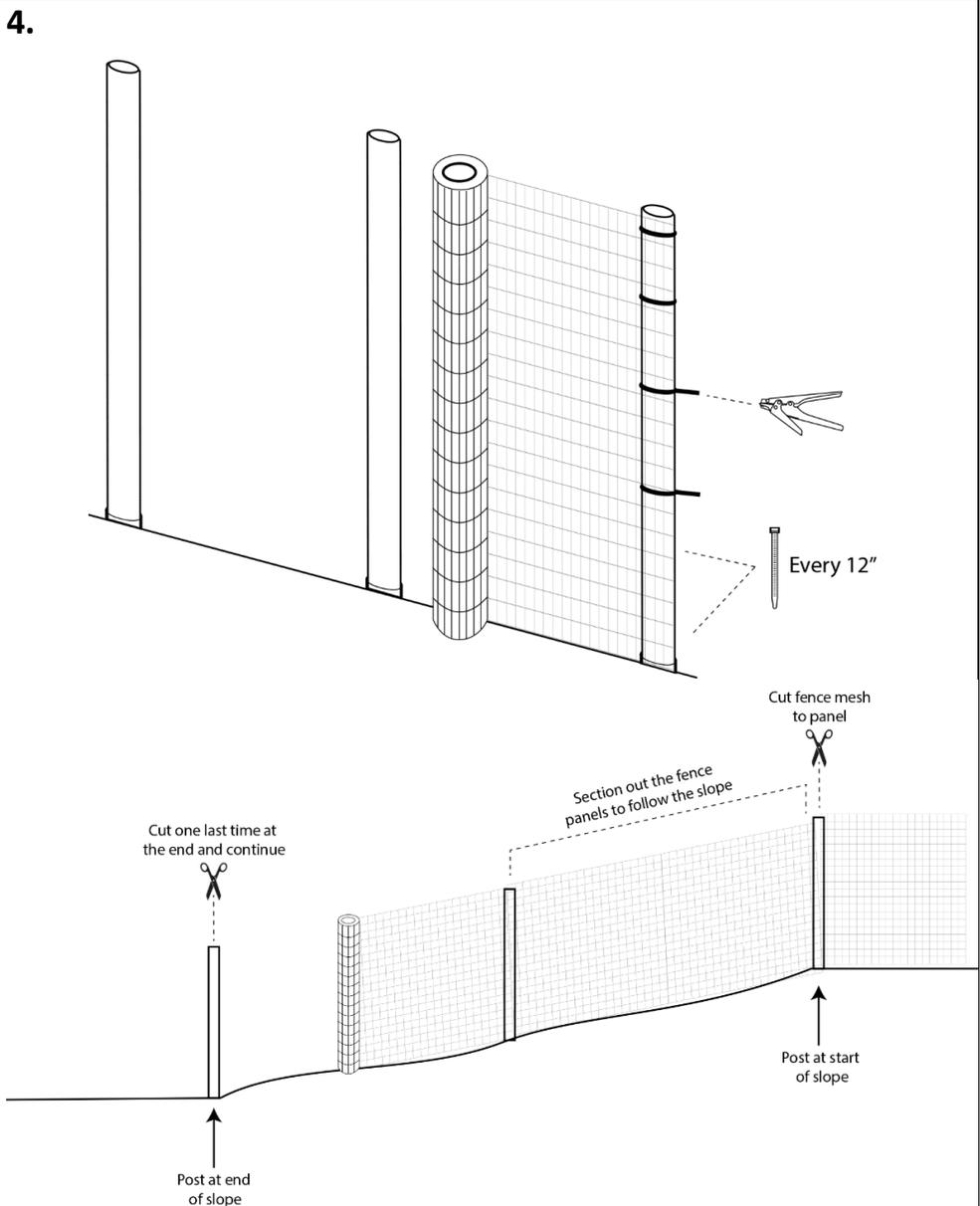


3. Insert the **VINYL CAPS (E)** on the top of each **POST (A)** before sliding into the **GROUND SLEEVES (C)**.



4. Starting on the **OUTSIDE** of your fence line at your first **POST (A)**, attach your **FENCE MESH (B)** to the **POST (A)** using a **SELF-LOCKING TIE (F)** and the **CUTTER PULLER TOOL (G)**. You'll want to use a **SELF-LOCKING TIE (F)** every 12" along the height of your **POST (A)**.

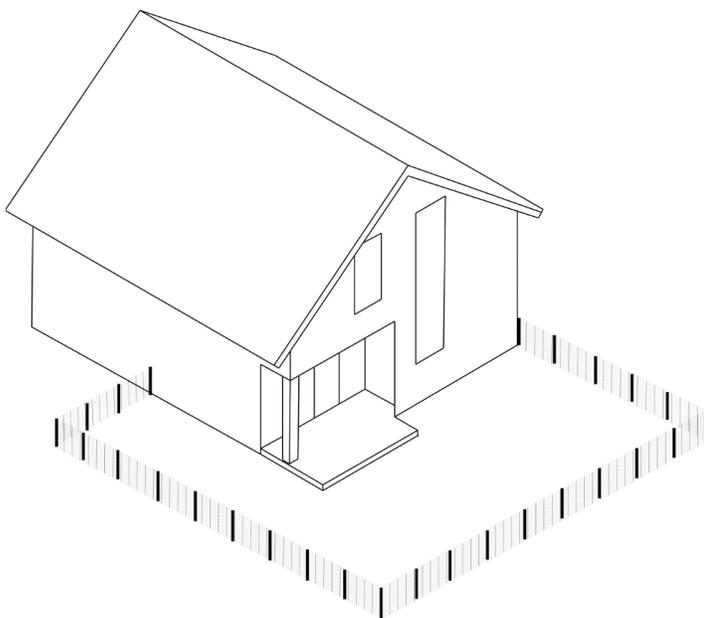
Note: For significant grade changes, you will need to cut the fence at the nearest **POST (A)** and panel out the **FENCE MESH (B)** along the grade of the slope.



5. As you unroll the **FENCE MESH (B)**, repeat **STEP 4** as you go along the perimeter of the fence line until all sides are enclosed.

Note: For starting a new roll of fence, terminate the old roll at the nearest line post and start your new roll at the same post. Fencing will also terminate at end posts and gates.

5.

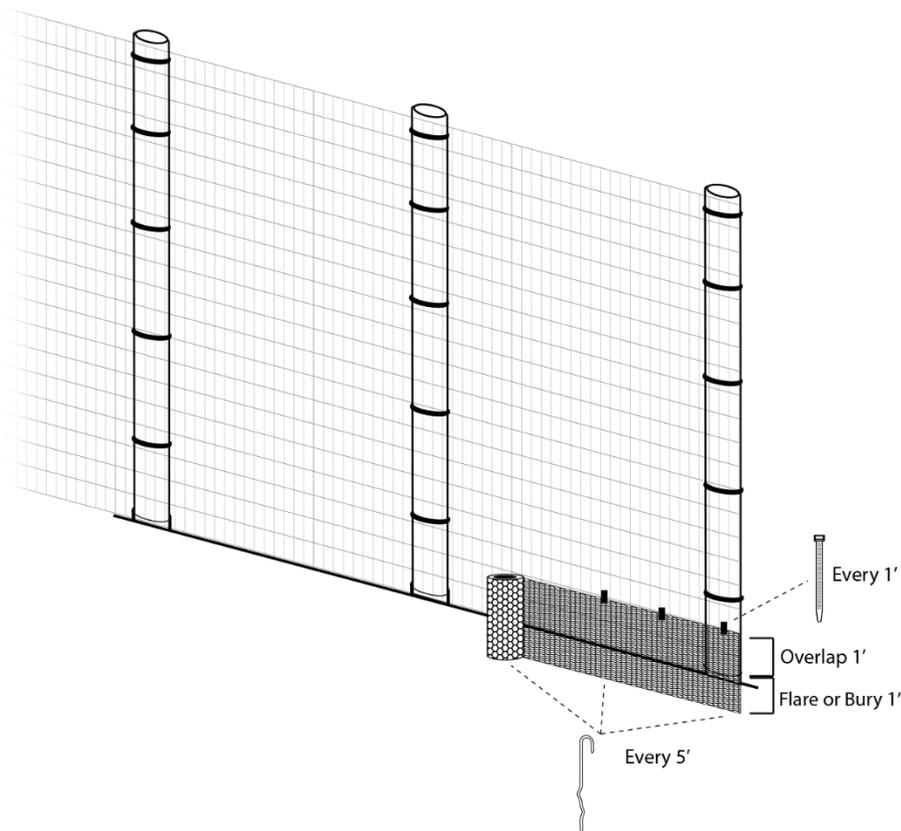


Optional: Rodent Exclusion Barrier Instructions (Skip Step if Not Applicable)

1. Unroll the **RODENT BARRIER (J)** overlapping the existing fence. You will want to allow approximately 1' of overlap on your fencing. Attach the **RODENT BARRIER (J)** to the **FENCE MESH (A)** on the **OUTSIDE** of the fence line using a **SELF-LOCKING ZIP TIE (G)** every 1'. The remaining 1' of the **RODENT BARRIER (J)** can either be flared at the bottom and tacked down using the **GROUND STAKES (H)** or trenched down into the ground to further prevent digging.

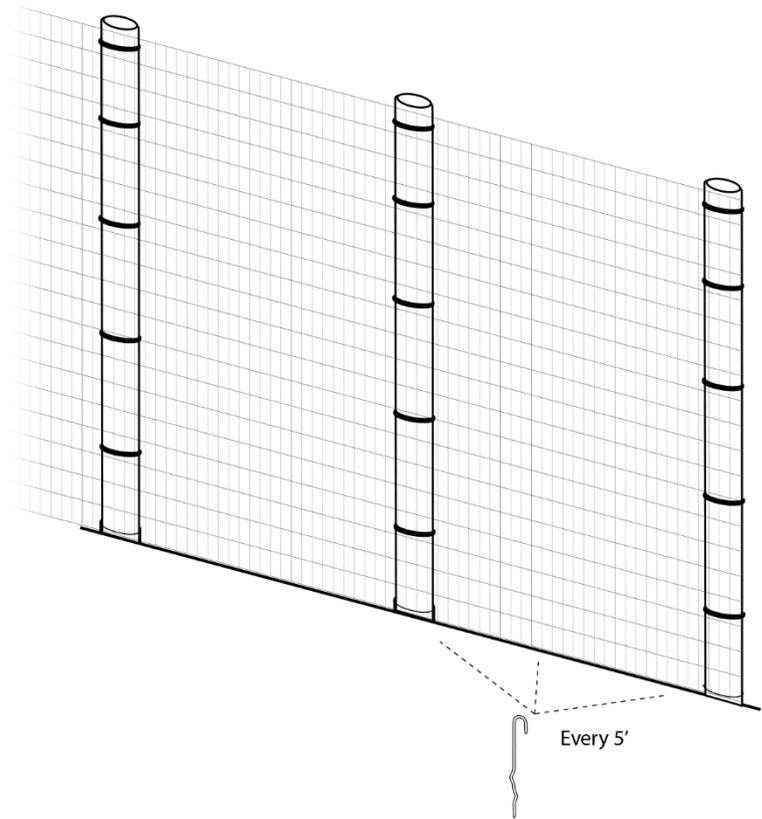
Note: There will be a gap where the barrier goes around the fence posts, this is normal. Depending on fence length, you may need to purchase extra **SELF-LOCKING TIES (G)** to complete the Anti-Dig Barrier.

1.



6. After completing the fence line, tack down the bottom portion of the fence every 5' using the **GROUND STAKES (H)**.

6.



Important Notes:

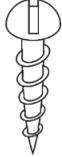
Remember to install all line posts and gate posts before starting to set up the fence.

When unrolling the fence, tie it to the posts before making any cuts to ensure that the fence is well attached. During installation, take care to not overstretch any of the fence mesh. You want to ensure that the fence is taught but not stretched out.

Deer Fence Heavy Duty End Post Installation Instructions

Note: If a tension system was purchased, please refer to tensioning kit instructions **BEFORE** these instructions.

HARDWARE PARTS – DE90401

<p>A</p> <p>QTY: 2</p>  <p>1 5/8" Brace Cup Black SKU: DE8144</p>	<p>B</p> <p>QTY: 2</p>  <p>2 1/2" Brace Band Black SKU: DE8084</p>	<p>C</p> <p>QTY: 2</p>  <p>Carriage Bolt w/Washer & Nut Hot Dip Galvanized - 5/16" x 1 1/2" SKU: DE8042</p>	<p>D</p> <p>QTY: 2</p>  <p>2 1/2" Black Vinyl Post Cap SKU: DE8091</p>
<p>E</p> <p>QTY: 2</p>  <p>17 Gauge 2 1/2" Black Powder Coated Galvanized Pipe (See below for measurements)</p>	<p>F</p> <p>QTY: 2</p>  <p>17 Gauge 1 5/8" Black Powder Coated Galvanized Pipe (See below for measurements)</p>	<p>G</p> <p>QTY: 4</p>  <p>Self-Tapping Screw 3/8" SKU: DE9978-1</p>	<p>H</p> <p>QTY: 2 (Only included for 8' – 7')</p>  <p>2 1/2" x 24" End Extension SKU: DE8166</p>

Recommended Tools (not included)

Power Drill with 5/16" Drill Bit

Socket Wrench 5/16" or Adjustable wrenches

Shovel/Post Hole Digger

Concrete/Expanding Post Foam

Pipes Part List

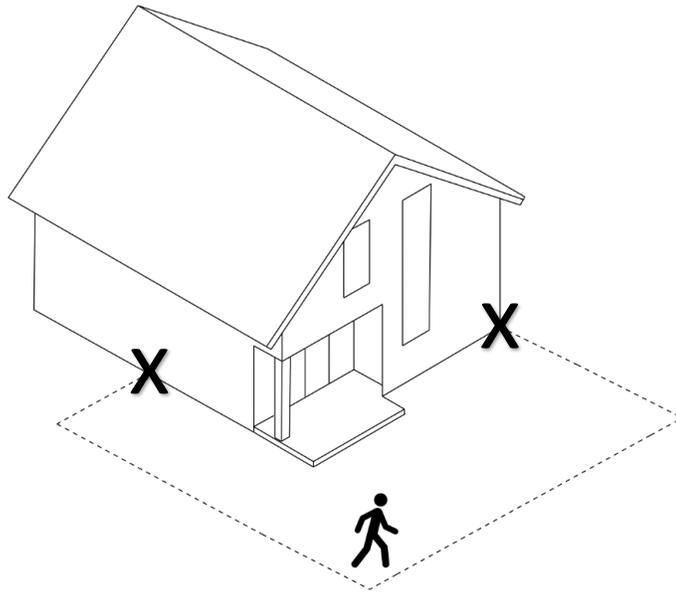
	8' End			7' End		
	Qty	Pipe Measurement	SKU	Qty	Pipe Measurement	SKU
Corner Posts (E)	2	17 Gauge Black Powder Coated Galvanized Pipe 2 1/2" x 108"	DE8362-108	2	17 Gauge Black Powder Coated Galvanized Pipe 2 1/2" x 96"	DE8362-096
Brace Posts (F)	2	17 Gauge Black Powder Coated Galvanized Steel Pipe 1 5/8" x 108"	DE8358-108	2	17 Gauge Black Powder Coated Galvanized Steel Pipe 1 5/8" x 96"	DE8358-096
	7.5' End			6' End		
	Qty	Pipe Measurement	SKU	Qty	Pipe Measurement	SKU
Corner Posts (E)	2	17 Gauge Black Powder Coated Galvanized Pipe 2 1/2" x 108"	DE8362-108	2	17 Gauge Black Powder Coated Galvanized Pipe 2 1/2" x 108"	DE8362-108
Brace Posts (F)	2	17 Gauge Black Powder Coated Galvanized Steel Pipe 1 5/8" x 108"	DE8358-108	2	17 Gauge Black Powder Coated Galvanized Steel Pipe 1 5/8" x 84"	DE8358-084

Deer Fence Heavy Duty End Post Installation Instructions

1. Lay out your fence design, taking care to note where your ends are going to be placed within the system.

Note: Ends should be placed anywhere the fence is terminating. Either against an existing structure like a house/shed or another fence line.

1.

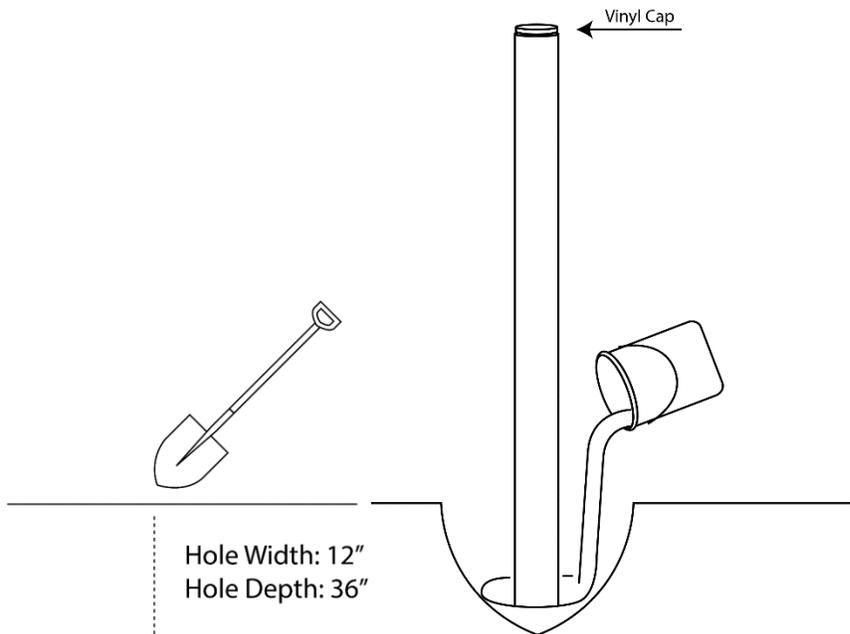
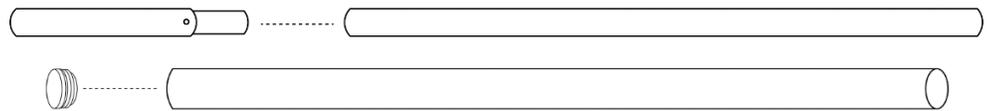


2. **For 8' – 7' Ends:** Insert **END EXTENSION (H)** the silver part into each **END POST (E)**. Secure the extension with **two (2) SELF-TAPPING SCREWS (G)**.

Place the **POST CAP (D)** into each **END POST (E)**. Then using a shovel or post hole digger, create a hole for the **END POST (E)**. Each hole should be **12" WIDE** and **36" DEEP***. Drop the **END POST (E)**, open end down, into the hole and then set with concrete. Make sure to allow the concrete to set completely before proceeding to **STEP 3**.

Note: It is **HIGHLY** recommended to set your posts into concrete. Setting the posts in concrete will strengthen the overall fence system and increase the longevity of the fence. Alternatively, you can use expanding post foam or backfill with rocky dirt and tamp firmly.

2.

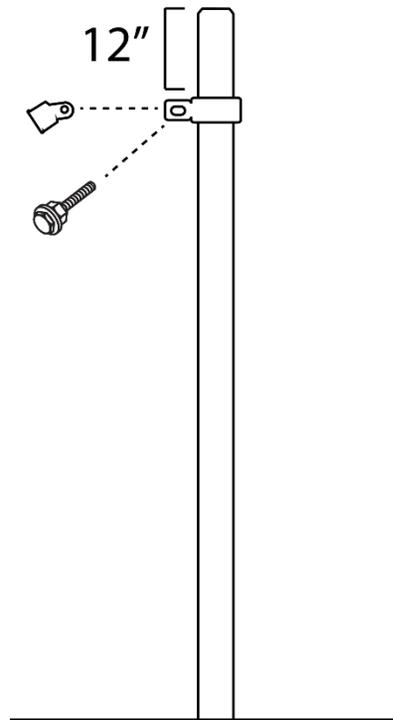


***NOTICE – 7.5' END SYSTEM ONLY**

These holes should be dug to 42", to accommodate size of corner post plus extender. Should you be unable to do so, a 36" hole will still function, with your end sitting slightly higher than your fence line.

3. Slip **BRACE BAND (B)** and **BRACE CUP (A)** over the **END POST (E)** and position them approximately 12" from the top of the **END POST (E)**. When attaching the **BRACE CUP (A)** to the **BRACE BAND (B)**, position the cup so that the **BRACE POST (F)** will be on the **INSIDE** of the fence line. Use **CARRIAGE BOLT (C)** to hold the **BRACE BAND (B)** and **BRACE CUP (A)** in position. Do not fully tighten.

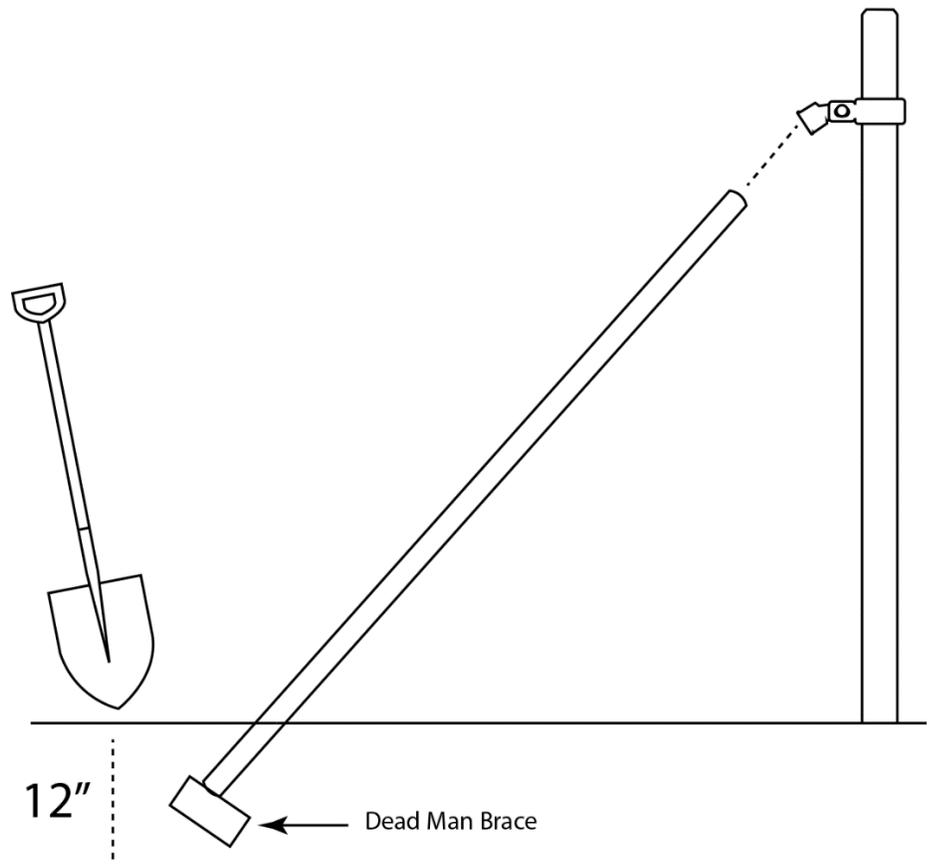
3.



1. After the band is installed, place your **BRACE POST (F)** into the **BRACE CUP (A)** just inside the fence line. At the point where the post meets the ground, you will want to dig a hole approximately, 1' deep. Set the **BRACE POST (F)** into the hole and use a dead man brace to secure the post.

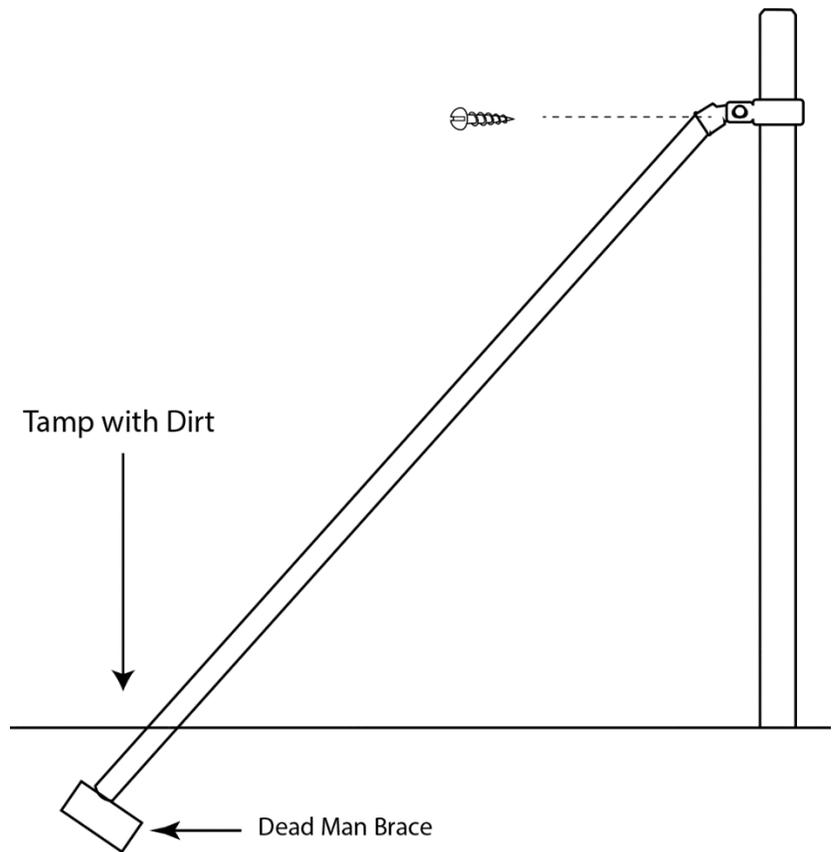
Note: A dead man brace is a brace put into the ground to hold the brace post in position. You can use a cinderblock or a large sturdy piece of wood as the dead man. Alternatively, you can cement the brace post if you choose.

4.



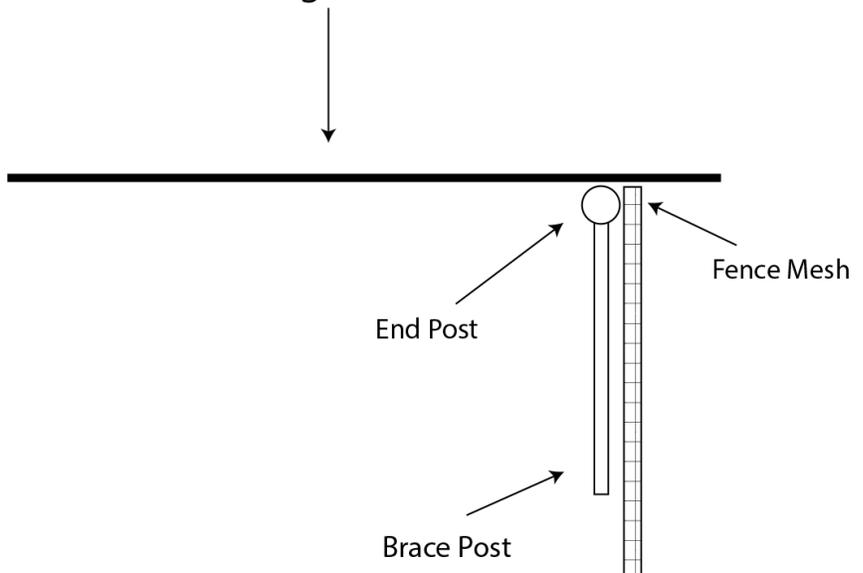
1. Once the dead man is in place, adjust your **BRACE POST (F)** so it rests tightly against the dead man. Fill the hole back up with dirt and tamp down. Secure the **BRACE POST (F)** by drilling a **SELF-TAPPING SCREW (G)** through the **BRACE CUP (A)** and **BRACE POST (F)**. Once secured, tighten the **CARRIAGE BOLT (C)** on the brace band.

5.



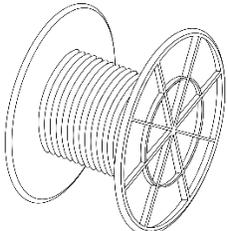
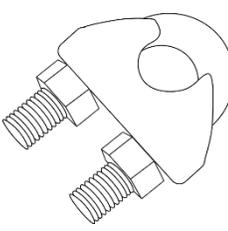
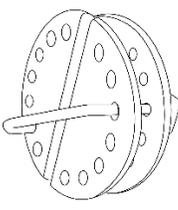
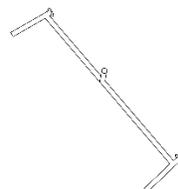
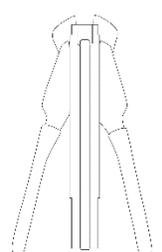
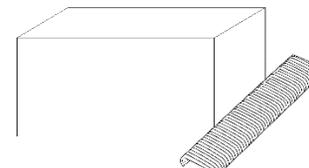
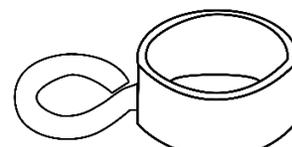
Birds Eye View

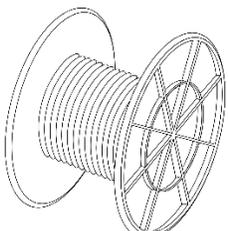
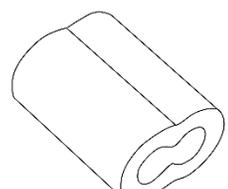
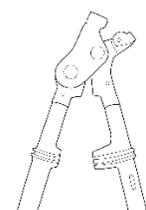
Existing Structure

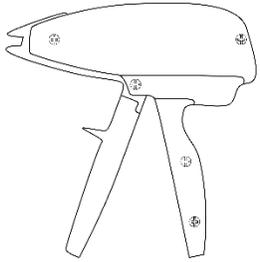
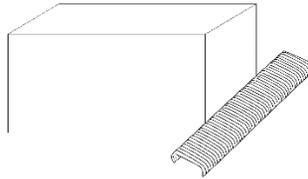
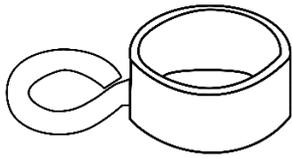
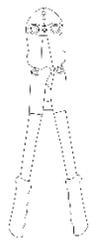


Tensioning Wire Kit Instructions

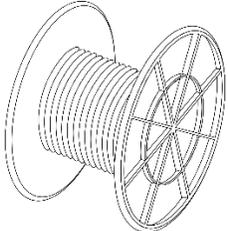
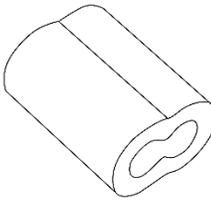
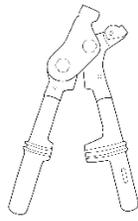
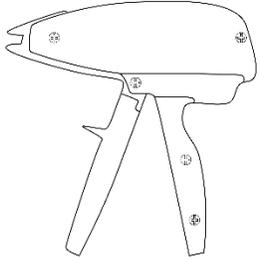
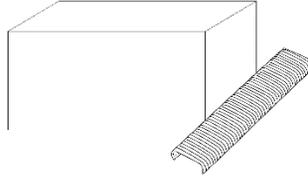
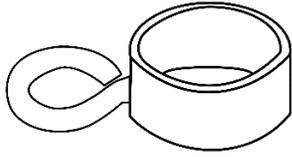
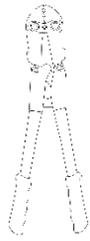
Note: These instructions are **UNIVERSAL**. These instructions are to aid in the installation of all fence systems regardless of fencing mesh or height.

STANDARD TENSIONING KIT			
<p style="text-align: center;">A</p> <p>(Refer to packing slip for QTY)</p>  <p style="text-align: center;">12 Gauge Monofilament Wire</p> <p style="text-align: center;">SKU: DE2822</p>	<p style="text-align: center;">B</p> <p style="text-align: center;">QTY: 20</p>  <p style="text-align: center;">Monofilament Connector Clip</p> <p style="text-align: center;">SKU: DE2830</p>	<p style="text-align: center;">C</p> <p style="text-align: center;">QTY: 10</p>  <p style="text-align: center;">Dare Round Monofilament Tighteners</p> <p style="text-align: center;">SKU: DE2834</p>	<p style="text-align: center;">D</p> <p style="text-align: center;">QTY: 1</p>  <p style="text-align: center;">Tension Tool for Round Tighteners</p> <p style="text-align: center;">SKU: DE2837</p>
<p style="text-align: center;">E</p> <p style="text-align: center;">QTY: 1</p>  <p style="text-align: center;">G7 11/16" Hog Ring Pliers</p> <p style="text-align: center;">SKU: DE2867</p>	<p style="text-align: center;">F</p> <p style="text-align: center;">QTY: 1 pk</p>  <p style="text-align: center;">11/16" Galvanized Hog Rings, 2500 pk.</p> <p style="text-align: center;">SKU: DE2877</p>	<p style="text-align: center;">G</p> <p>(Refer to packing slip for QTY)</p>  <p style="text-align: center;">Monofilament Alignment Band for 1 5/8" Posts</p> <p style="text-align: center;">SKU: DE8468-01</p>	

DELUXE TENSION KIT			
<p style="text-align: center;">A</p> <p>(Refer to packing slip for QTY)</p>  <p style="text-align: center;">8 Gauge Monofilament Wire</p> <p style="text-align: center;">SKU: DE2820</p>	<p style="text-align: center;">B</p> <p style="text-align: center;">QTY: 25</p>  <p style="text-align: center;">8 Gauge Monofilament Connection Sleeve</p> <p style="text-align: center;">SKU: DE2826</p>	<p style="text-align: center;">C</p> <p style="text-align: center;">QTY: 10</p>  <p style="text-align: center;">Large Gripple for 8 Gauge Monofilament</p> <p style="text-align: center;">SKU: DE2840</p>	<p style="text-align: center;">D</p> <p style="text-align: center;">QTY: 1</p>  <p style="text-align: center;">Gripple Tightening Tool</p> <p style="text-align: center;">SKU: DE2844</p>

<p>E</p> <p>QTY: 1</p>  <p>9/16" Hog Ringer</p> <p>SKU: DE2870R</p>	<p>F</p> <p>QTY: 1 pk</p>  <p>9/16" Galvanized Hog Rings, 1000 pk.</p> <p>SKU: DE2870R</p>	<p>G</p> <p>(Refer to packing slip for QTY)</p>  <p>Monofilament Alignment Band for 1 5/8" Posts</p> <p>SKU: DE8468-01</p>	<p>H</p> <p>QTY: 1</p>  <p>Crimping Tool for Monofilament Sleeve</p> <p>SKU: DE2832</p>
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CONTRACTOR TENSION KIT

<p>A</p> <p>(Refer to packing slip for QTY)</p>  <p>8 Gauge Steel Core Monofilament Wire</p> <p>SKU: DE2820</p>	<p>B</p> <p>QTY: 25</p>  <p>8 Gauge Monofilament Connection Sleeve</p> <p>SKU: DE2826</p>	<p>C</p> <p>QTY: 10</p>  <p>Large Gripple for 8 Gauge Monofilament</p> <p>SKU: DE2840</p>	<p>D</p> <p>QTY: 1</p>  <p>Gripping Tightening Tool</p> <p>SKU: DE2844</p>
<p>E</p> <p>QTY: 1</p>  <p>9/16" Hog Ringer</p> <p>SKU: DE2870R</p>	<p>F</p> <p>QTY: 1 pk</p>  <p>9/16" Galvanized Hog Rings, 1000 pk.</p> <p>SKU: DE2870R</p>	<p>G</p> <p>(Refer to packing slip for QTY)</p>  <p>Monofilament Alignment Band for 1 5/8" Posts</p> <p>SKU: DE8468-01</p>	<p>H</p> <p>QTY: 1</p>  <p>Crimping Tool for Monofilament Sleeve</p> <p>SKU: DE2832</p>

Tensioning Wire Kit Instructions

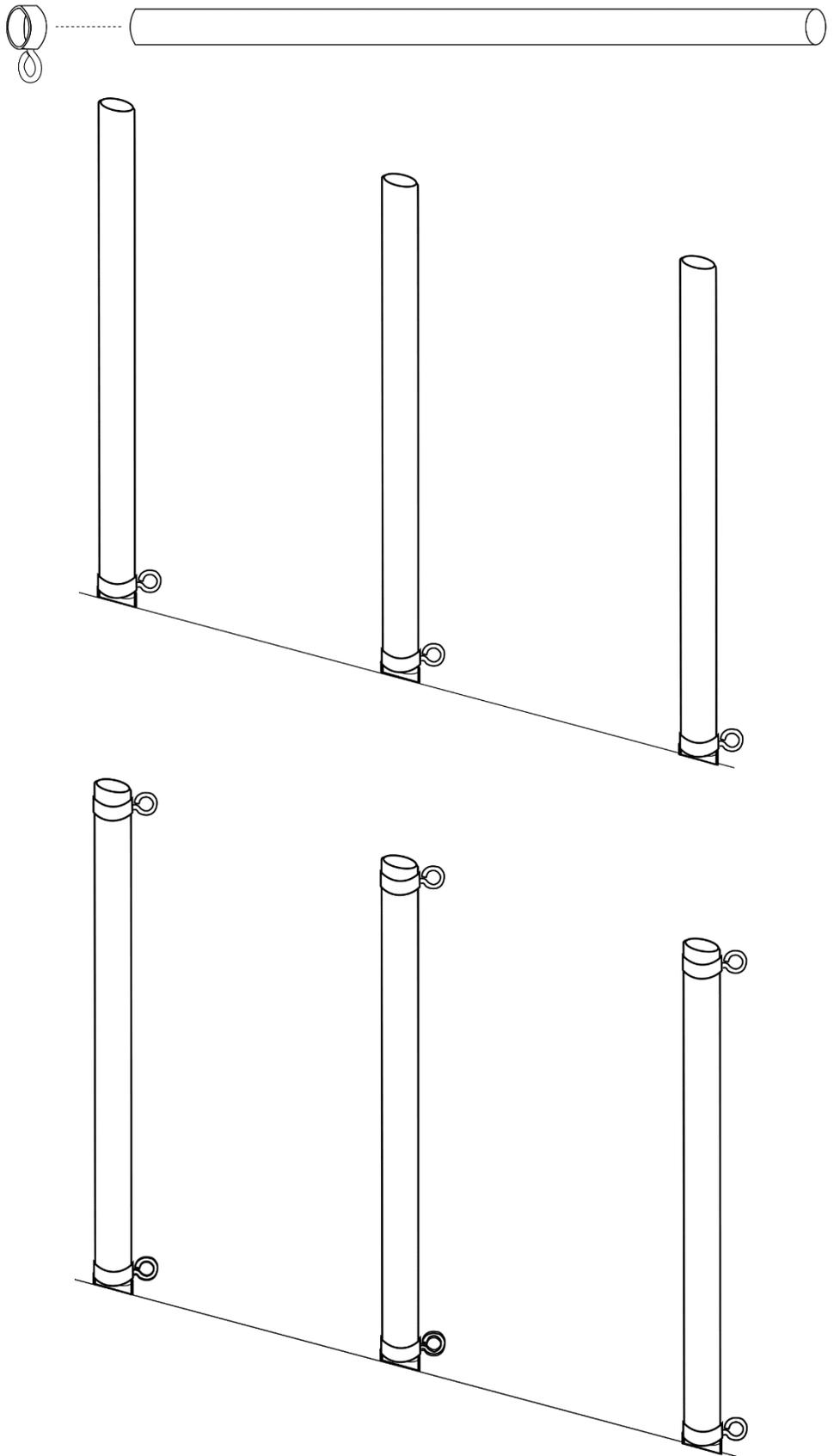
1. Before installing the posts for your fence system, attach **one (1) ALIGNMENT BAND (G)** to the bottom of all posts. Once posts are installed, attach remaining **ALIGNMENT BANDS (G)** to the top of all of posts. Adjust all **ALIGNMENT BANDS (G)** so that the eyehook is facing the **OUTSIDE EDGE** of the fence line and the bands are as close to the top and bottom of the post as possible.

Note: Tension kits only include enough alignment bands for top and bottom of the **LINE POSTS ONLY**, based off the total linear footage of the system. Additional bands for:

- **Access Gates (SKU: DE8468-01)**
- **Heavy Duty Corners, Heavy Duty Ends, and Driveway Gates (SKU: DE8469-01)**

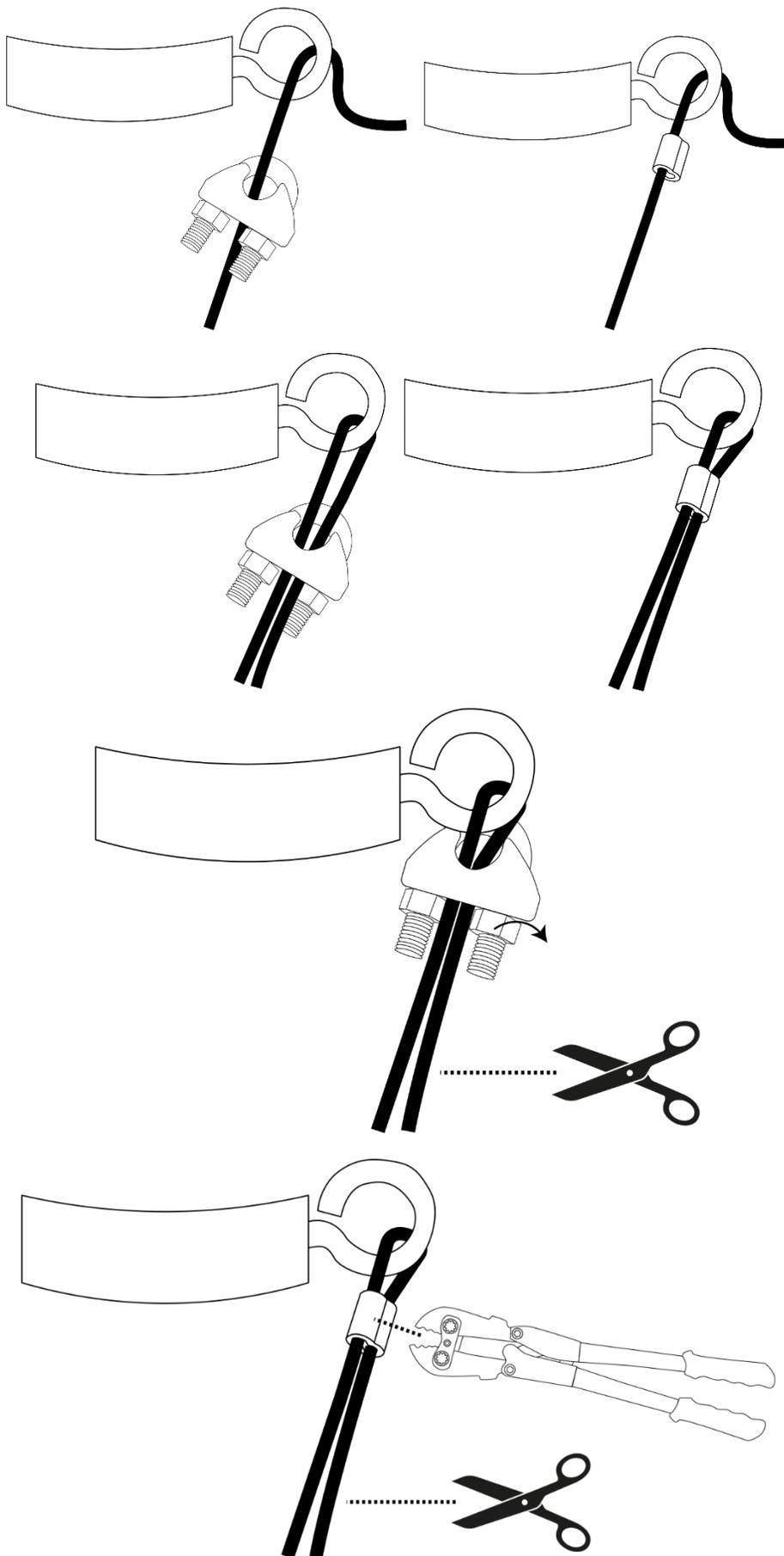
are **NOT INCLUDED**. You can still install a tension kit without the extra bands, see optional instructions below.

1.



2. To begin the tensioning line, start from a **BRACING POST**, i.e.: a corner or end post. Pass the **MONOFILAMENT WIRE (A)** through your **CONNECTION CLIP (B)** or **CONNECTION SLEEVE (B)**. Pass the wire through the eyehook of the **ALIGNMENT BAND (G)** and back through the **CONNECTION CLIP (B)** or **CONNECTION SLEEVE (B)**. Position either **CONNECTION CLIP (B)** or **CONNECTION SLEEVE (B)** close to the eyehook and tighten the nuts of the **CONNECTIONS CLIP (B)** or crimp the **CONNECTION SLEEVE (B)** with your **CRIMPING TOOL (H)**. Trim any excess wire.

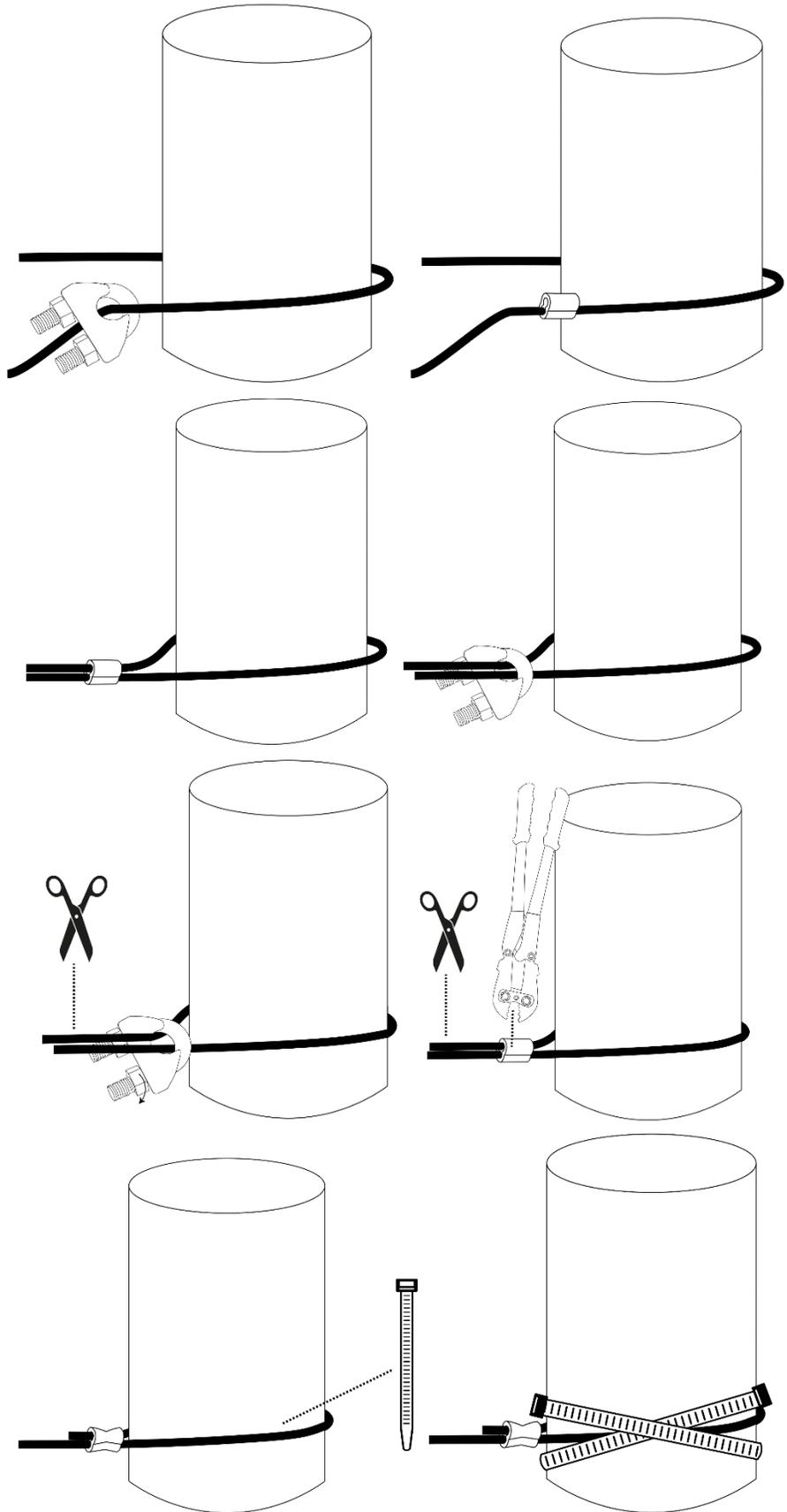
2.



How to Install Tension Line without Extra Alignment Bands

1. To begin the tensioning, start from a **BRACING POST**, i.e.: a corner or end post. Pass the **MONOFILAMENT WIRE (A)** through your **CONNECTION CLIP (B)** or **CONNECTION SLEEVE (B)**. Loop the wire around the post and back through the **CONNECTION CLIP (B)** or **CONNECTION SLEEVE (B)**. Position either **CONNECTION CLIP (B)** or **CONNECTION SLEEVE (B)** as close as possible to the post and tighten the nuts of the **CONNECTIONS CLIP (B)** or crimp the **CONNECTION SLEEVE (B)** with your **CRIMPING TOOL (H)**. To secure the wire from sliding up and down the post, cross two **SELF-LOCKING TIES (NOT INCLUDED)** forming an 'X' around the post and the **MONOFILAMENT WIRE (A)** and tighten the ties.

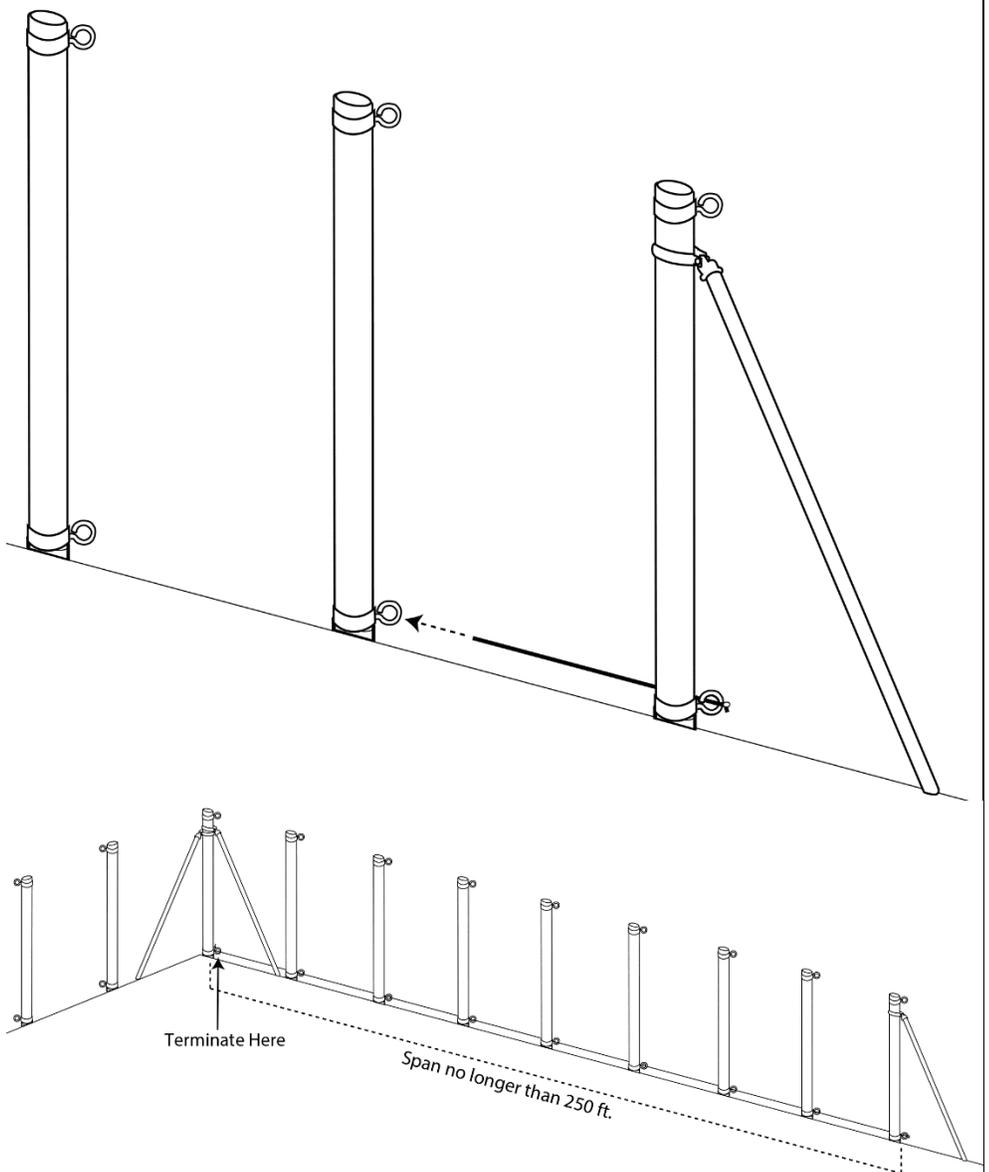
1.



3. From the bracing point, feed the end of the **MONOFILAMENT WIRE (A)** through every **ALIGNMENT BAND (G)** until you get to the next bracing post or termination point, i.e.: corner, end, or gate post. There should be a bit of slack in the wire. Repeat **STEP 2** to terminate the **MONOFILAMENT WIRE (A)** at the next bracing post and start your next run.

Note: Tension wire should not run longer than 250 feet. If the length between bracing posts is longer than 250 feet, terminate the **MONOFILAMENT WIRE (A)** at the nearest line post and start a new run from the same line post.

3.



4. To tighten the **MONOFILAMENT LINE (A)**, refer below based on tensioner provided:

Round Tightener

- Locate the midway point between bracing posts along your tension line. Place the **MONOFILAMENT WIRE (A)** at that point, in the center of **ROUND TIGHTENER (C)** and insert the **TIGHTENING TOOL (D)** in the large hole on the **ROUND TIGHTENER (C)**. Turn the **TIGHTENING TOOL (D)** clockwise to tighten the wire until it is taut. Secure the **ROUND TIGHTENER (C)** with the provided metal clip, making sure the clip is inserted into the holes **BEHIND** the wire and secured through both sides, before removing the **TIGHTENING TOOL (D)**.

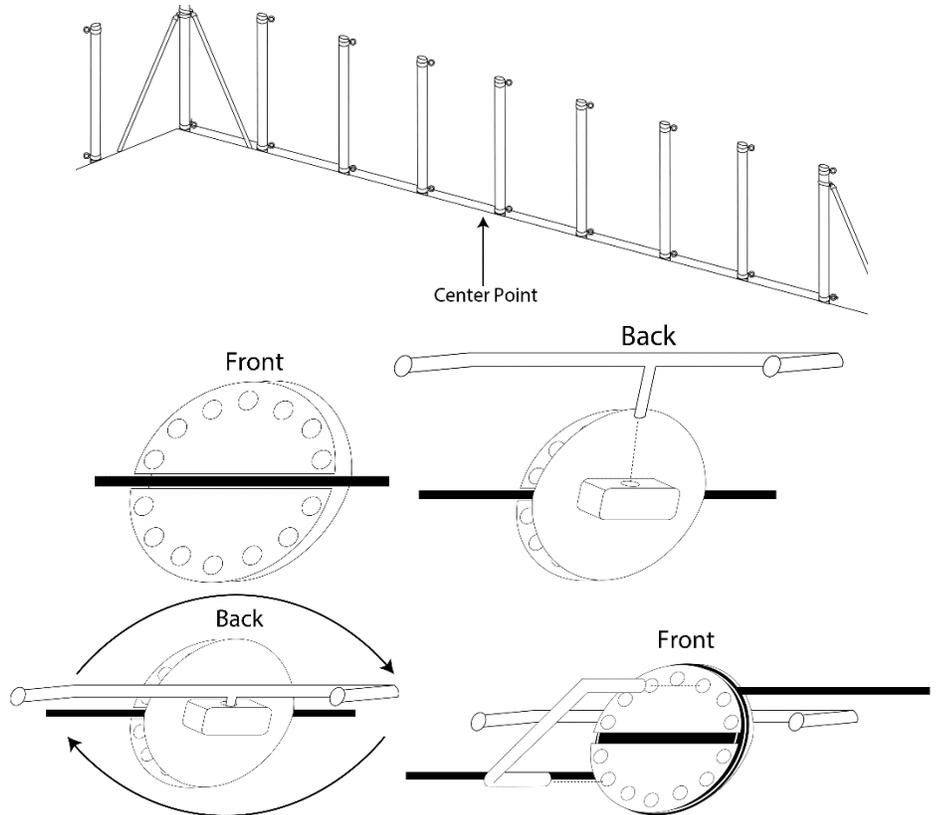
Grippler Tightener

- Locate the midway point between bracing posts along your tension line. Cut the **MONOFILAMENT WIRE (A)** at this center point. Feed each end of the cut wire through the top and bottom of the **GRIPPLE (C)**. Place the **GRIPPLE (C)** into the **GRIPPLE TIGHTENING TOOL (D)** and squeeze the handles together to begin tightening. Repeat until the **GRIPPLE TIGHTENING TOOL (D)** 'clicks' which indicates the desired tension has been achieved. Release the **GRIPPLE (C)** after tightening.

Note: We recommend setting your **GRIPPLE TIGHTENING TOOL (D)** to the 450 setting.

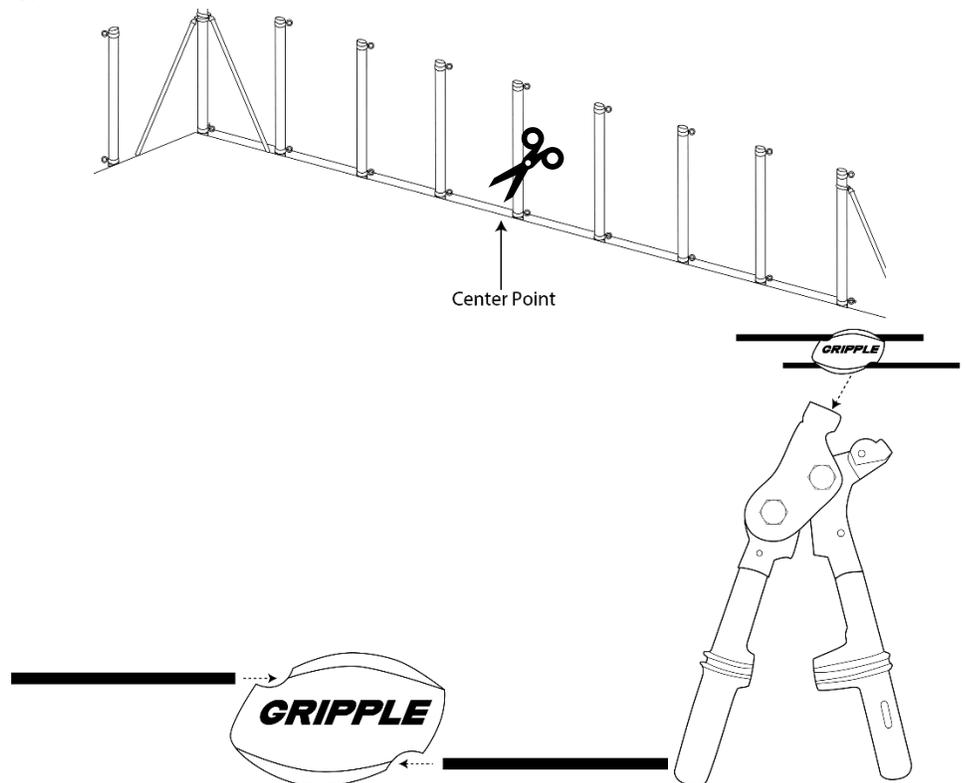
ROUND TIGHTENER

4.



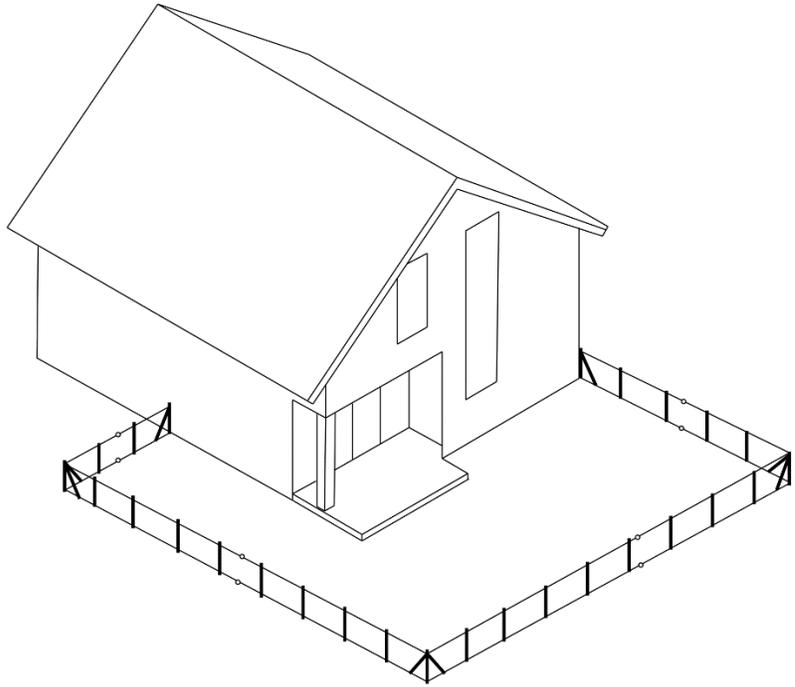
GRIPPLE TIGHTENER

4.



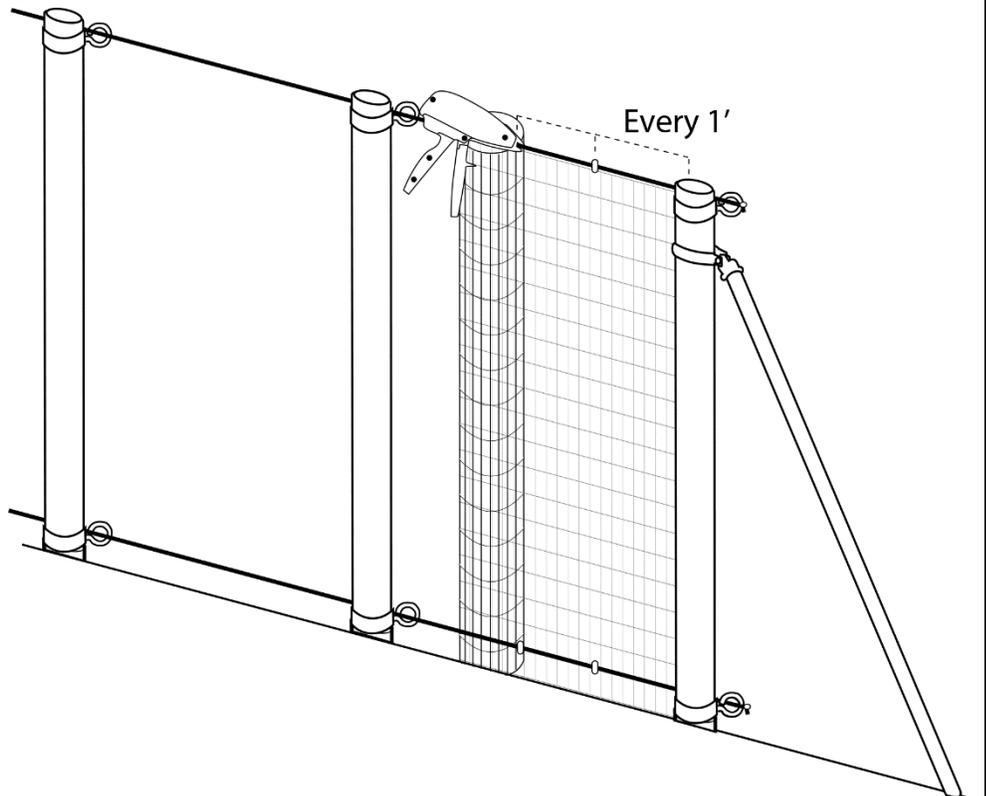
5. Repeat **STEPS 2-4** for top and bottom of the fence system and all sides of the system.

5.



6. Finally, as you install the fence mesh, attach the mesh to the top and bottom **MONOFILAMENT WIRE (A)** using your **HOG RINGER (E)** and clipping **HOG RINGS (F)** every 1' along the fence line.

6.

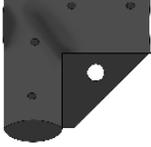
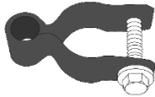
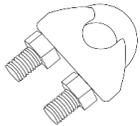
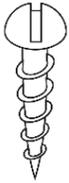
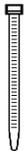


Note: You may have to space the **HOG RINGS (F)** further when approaching a line post as the eyehook on the **ALIGNMENT BANDS (G)** sticks out a few inches from the fence line.

Deer Fence Direct Burial Access Gate Installation Instructions

Note: If a tension system was purchased, please refer to tensioning kit instructions **BEFORE** these instructions.

HARDWARE PARTS – DE911102

<p>A</p> <p>QTY: 2</p>  <p>Corner Elbow Heavy Duty 1 5/8" Black</p> <p>SKU: DE8116</p>	<p>B</p> <p>QTY: 4</p>  <p>Corner Elbow Hex 1 3/8" Heavy Duty Black</p> <p>SKU: DE8112</p>	<p>C</p> <p>QTY: 2</p>  <p>End Clamp Black Galvanized Steel 1 3/8" x 1 3/8"</p> <p>SKU: DE8154</p>	<p>D</p> <p>QTY: 2</p>  <p>Turnbuckle Gate Tension Assembly</p> <p>SKU: DE8464</p>
<p>E</p> <p>QTY: 2</p>  <p>Male Hinge Black Galvanized Steel 1 5/8"</p> <p>SKU: DE8212</p>	<p>F</p> <p>QTY: 2</p>  <p>Female Hinge Black Galvanized Steel 1 3/8"</p> <p>SKU: DE8210</p>	<p>G</p> <p>QTY: 2</p>  <p>Fork Latch Assembly 1 5/8" Black</p> <p>SKU: DE8180</p>	<p>H</p> <p>QTY: 2</p>  <p>Monofilament Connector Clip</p> <p>SKU: DE2830</p>
<p>I</p> <p>QTY: 16</p>  <p>Self-Tapping Screw 3/4"</p> <p>SKU: DE9978-1</p>	<p>J</p> <p>QTY: 2</p>  <p>Carriage Bolt w/Washer & Nut Hot Dip Galvanized - 5/16" x 2"</p> <p>SKU: DE8044</p>	<p>K</p> <p>QTY: 4</p>  <p>Carriage Bolt w/Washer & Nut Hot Dip Galvanized - 3/8" x 2"</p> <p>SKU: DE8054</p>	<p>L</p> <p>QTY: 8</p>  <p>Hex Bolt w/Washer & Nut Hot Dip Galvanized - 5/16" x 2 1/2"</p> <p>SKU: DE8066</p>
<p>M</p> <p>QTY: 1 pk</p>  <p>8" High Strength Nylon Self-Locking Ties – 50pk</p> <p>SKU: DE2853</p>	<p>Recommended Tools (not included)</p> <ul style="list-style-type: none"> Power Drill with 5/16" Drill Bit Socket Wrench 5/16" or Adjustable wrenches Tape Measure Shovel/Post Hole Digger Concrete/Expanding Post Foam 		

Pipe Part List for 7' Deer Access Gate(Direct Burial)

	7'H x 3' W			7'H x 4' W			7'H x 5' W			7'H x 6' W			7'H x 7' W		
	Qty	Pipe Part	SKU												
Vertical Pipe for Gate Door (B)	2	1 3/8" x 80"	DE8352-080	2	1 3/8" x 80"	DE8352-080	2	1 3/8" x 80"	DE8352-080	2	1 3/8" x 80"	DE8352-080	2	1 3/8" x 80"	DE8352-080
Horizontal Pipe for Gate Door (C)	2	1 3/8" x 33"	DE8352-033	2	1 3/8" x 45"	DE8352-045	2	1 3/8" x 57"	DE8352-057	2	1 3/8" x 69"	DE8352-069	2	1 3/8" x 81"	DE9553-081
Center Bar (D)	1	1 3/8" x 32"	DE8352-032	1	1 3/8" x 44"	DE8352-044	1	1 3/8" x 56"	DE8352-056	1	1 3/8" x 68"	DE8352-068	1	1 3/8" x 80"	DE8352-080
Spreader Bar (O)	1	1 5/8" x 43.5"	DE8358-0435	1	1 5/8" x 55.5"	DE8358-0555	1	1 5/8" x 67.5"	DE8358-0675	1	1 5/8" x 79.5"	DE8358-0795	1	1 5/8" x 91.5"	DE8358-0915
Frame Posts (N)	2	1 5/8" x 108"	DE8358-108	2	1 5/8" x 108"	DE8358-108	2	1 5/8" x 108"	DE8358-108	2	1 5/8" x 108"	DE8358-108	2	1 5/8" x 108"	DE8358-108

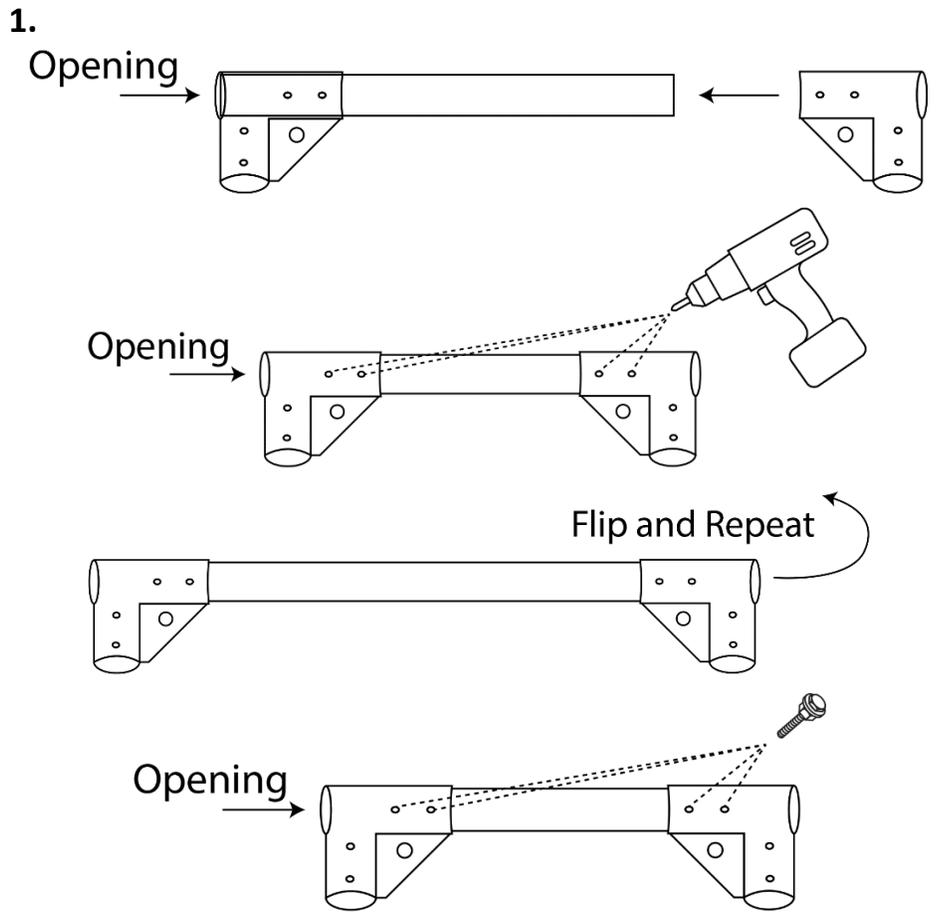
Pipe Part List for 6' Deer Access Gate(Direct Burial)

	6'H x 3' W			6'H x 4' W			6'H x 5' W			6'H x 6' W			6'H x 7' W		
	Qty	Pipe Part	SKU												
Vertical Pipe for Gate Door (B)	2	1 3/8" x 68"	DE8352-068	2	1 3/8" x 68"	DE8352-068	2	1 3/8" x 68"	DE8352-068	2	1 3/8" x 68"	DE8352-068	2	1 3/8" x 68"	DE8352-068
Horizontal Pipe for Gate Door (C)	2	1 3/8" x 33"	DE8352-033	2	1 3/8" x 45"	DE8352-045	2	1 3/8" x 57"	DE8352-057	2	1 3/8" x 69"	DE8352-069	2	1 3/8" x 81"	DE9553-081
Center Bar (D)	1	1 3/8" x 32"	DE8352-032	1	1 3/8" x 44"	DE8352-044	1	1 3/8" x 56"	DE8352-056	1	1 3/8" x 68"	DE8352-068	1	1 3/8" x 80"	DE8352-080
Spreader Bar (O)	1	1 5/8" x 43.5"	DE8358-0435	1	1 5/8" x 55.5"	DE8358-0555	1	1 5/8" x 67.5"	DE8358-0675	1	1 5/8" x 79.5"	DE8358-0795	1	1 5/8" x 91.5"	DE8358-0915
Frame Posts (N)	2	1 5/8" x 102"	DE8358-102	2	1 5/8" x 102"	DE8358-102	2	1 5/8" x 102"	DE8358-102	2	1 5/8" x 102"	DE8358-102	2	1 5/8" x 102"	DE8358-102

Deer Fence Direct Burial Access Gate Installation Instructions

1. Insert the **CORNER ELBOWS (A)** onto the ends of the **SPREADER BAR (O)**. Make sure the open ends of the elbow are **FLUSH** with the ends of the spreader bar. Using the holes on the **CORNER ELBOWS (A)** as a guide, use a 5/16" drill bit (**NOT INCLUDED**) to drill holes into the **SPREADER BAR (O)**. Flip the **SPREADER BAR (O)** over and repeat drilling on opposite side. Secure the **CORNER ELBOWS (A)** to the **SPREADER BAR (O)** using **CARRIAGE BOLTS (L)**. Do not fully tighten bolts.

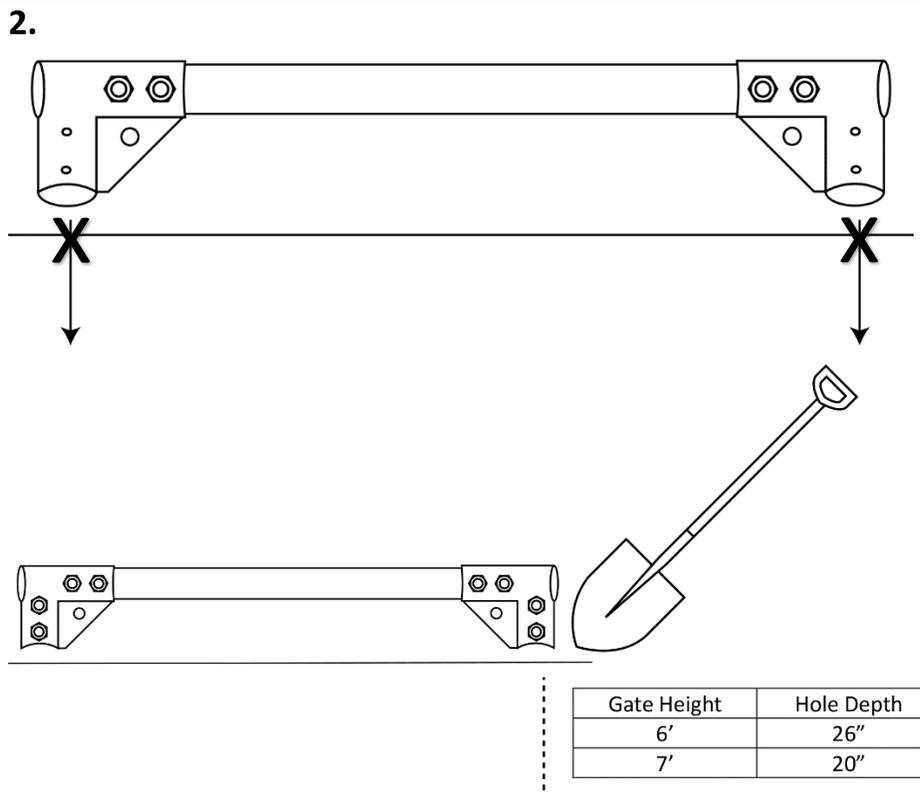
Note: It is **EXTREMELY** important to ensure the **CORNER ELBOWS (A)** are **FLUSH** with the **SPREADER BAR (O)** as this determines where your gate frame posts are located. If the open ends face upwards or are not flush, your gate frame will not fit your gate door. Double check instructions before drilling holes.



2. Set the **SPREADER BAR (O)** where the gate is located along the fence line. Where the **CORNER ELBOWS (A)** come to is the location where you will dig the holes for your **FRAME POSTS (N)**. Use the table below to determine your hole depth:

Gate Height	Hole Depth
6'	26"
7'	20"

Dig both holes at marked areas and required depth.

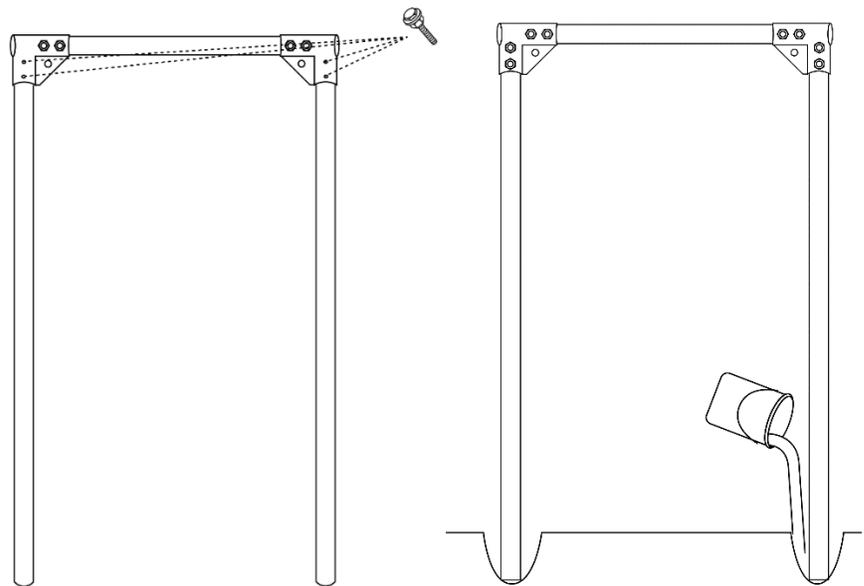
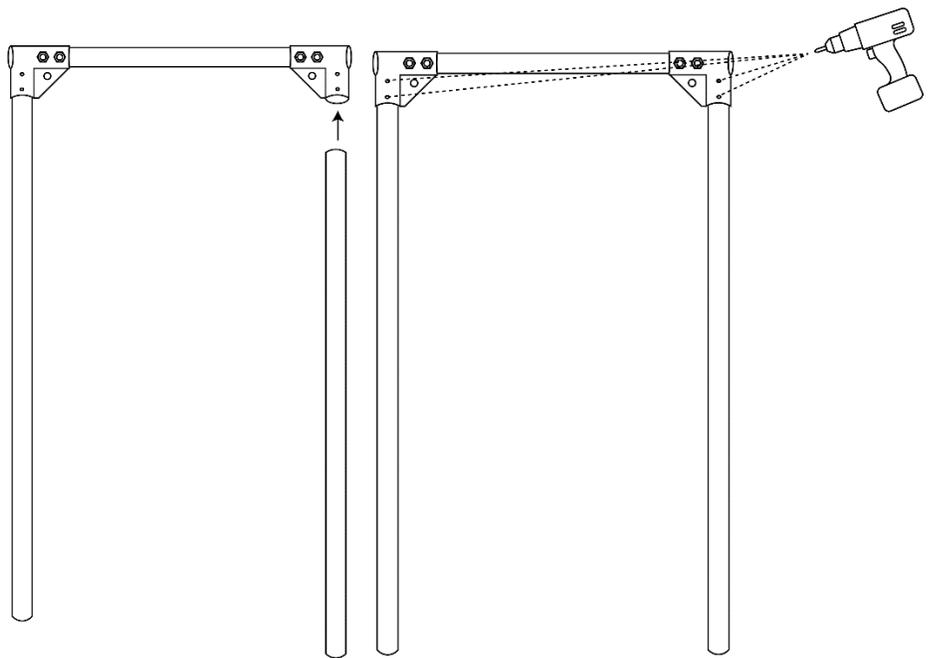


Gate Height	Hole Depth
6'	26"
7'	20"

3. Insert the **FRAME POSTS (N)** into the **CORNER ELBOWS (A)** of the **SPREADER BAR (O)**. Use a 5/16" drill bit to drill holes into the **FRAME POSTS (N)** using the holes of the **CORNER ELBOWS (A)** as guides. Flip the frame over and repeat drilling on opposite side. Secure the **FRAME POSTS (N)** to the **CORNER ELBOWS (A)** using **CARRIAGE BOLTS (L)**. Tighten all bolts before inserting the assembled **GATE FRAME** into the previously dug holes and set the posts with concrete. Make sure to allow the concrete to set completely before proceeding to **STEP 4**.

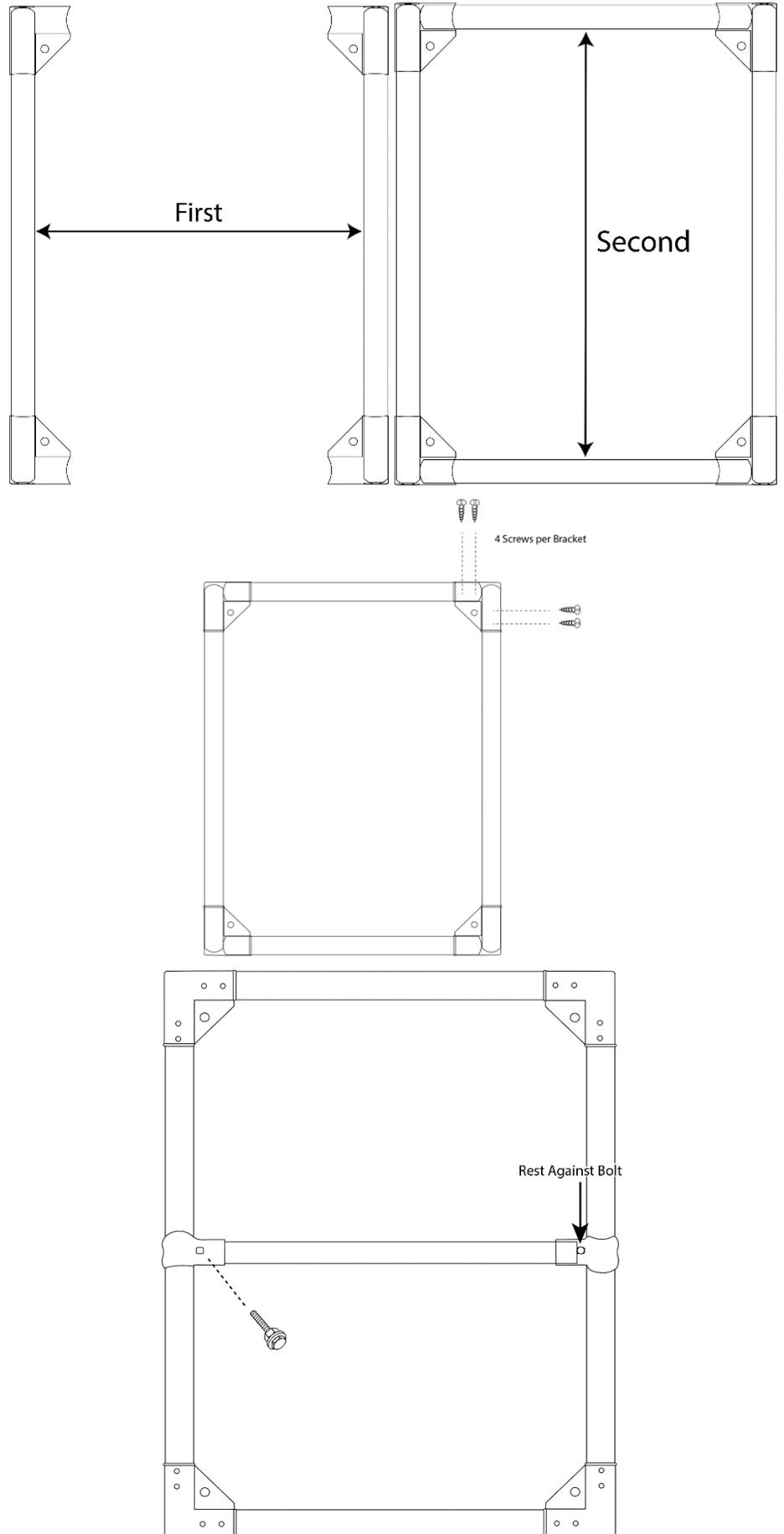
Note: It is **HIGHLY** recommended to set your posts into concrete. Setting the posts in concrete will strengthen the overall fence system and increase the longevity of the fence. Alternatively, you can use expanding post foam or backfill with rocky dirt and tamp firmly. Take time to measure the distance between your **FRAME POSTS (N)** to ensure they are the same distance apart at the bottom as they are at the top.

3.



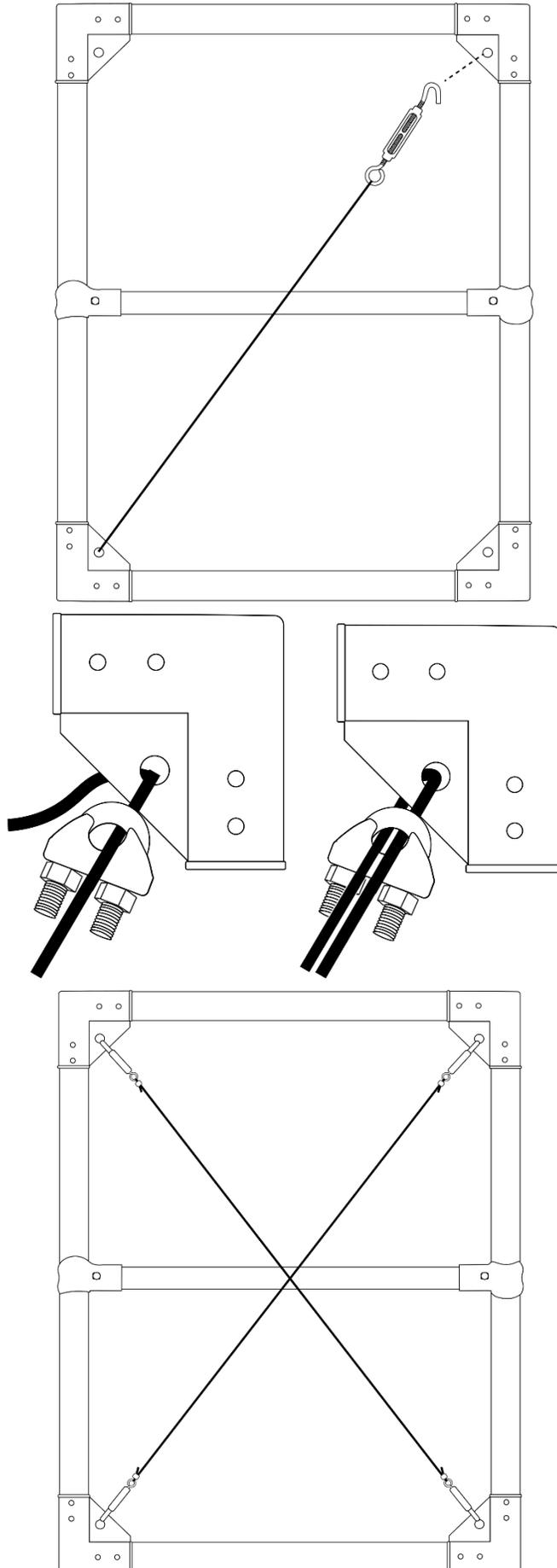
4. Insert **VERTICAL GATE DOOR POST (B)** into **CORNER ELBOW (B)**. Then slide in the **HORIZONTAL GATE DOOR POST (C)** into the **CORNER ELBOW (B)** so that it presses tightly against the **VERTICAL POST (B)**. Secure the **POSTS** inside the **CORNER ELBOWS (B)** using **SELF-TAPPING SCREWS (I)**. Finally, attach the **CENTER BAR (D)** on both sides of the **VERTICAL GATE POSTS (B)** with an **END CLAMP (C)** on either end. Secure the **END CLAMP (C)** in place with a **CARRIAGE BOLT (J)** on the **CENTER** of each **VERTICAL GATE POST (B)**.

4.



5. Open the **TURNBUCKLE (D)** by twisting both ends. Place the hook end of one **TURNBUCKLE (D)** through the hole in one top **CORNER ELBOW (B)** and stretch the cable diagonally to the hole in the bottom **CORNER ELBOW (B)**. Pass the cable through the **CONNECTION CLIP (H)** and then through the hole in the **CORNER ELBOW (B)**. Pass the end of the cable through the **CONNECTION CLIP (H)** again. Position the **CONNECTION CLIP (H)** close to the **CORNER ELBOW (B)** and tighten using the small nuts. Repeat on the opposite side creating an "X" across the gate. Evenly tighten the **TURNBUCKLES (D)** on each side to keep the gate square.

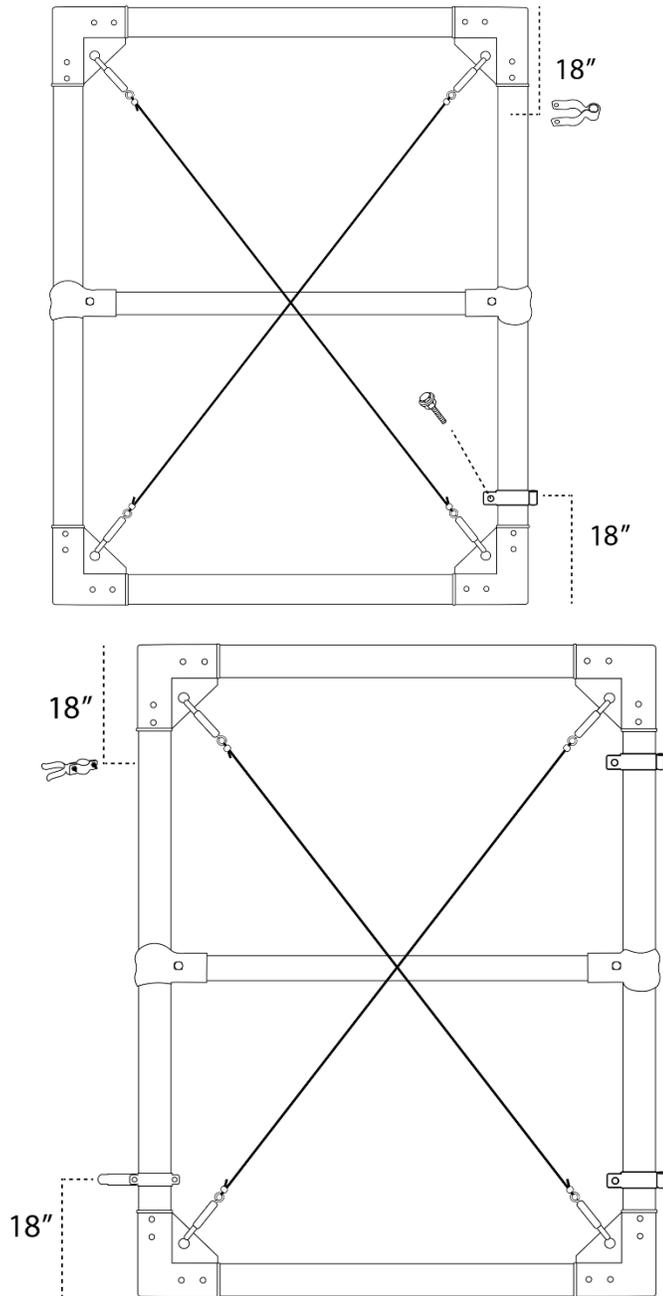
5.



6. On one side of the newly assembled gate door, measure **18"** from the **TOP** and **18"** from the **BOTTOM** of the door. Attached the **FEMALE HINGE (F)** at these marked points with a **CARRIAGE BOLT (K)**. On the opposite side of the gate door, attach the **FORK LATCH (G)** at the same height as the **FEMALE HINGES (F)**; **18"** from the **TOP** and **18"** from the **BOTTOM**.

Note: You can attach the hinges and latches to either side of the door frame to accommodate which way it will open in the system.

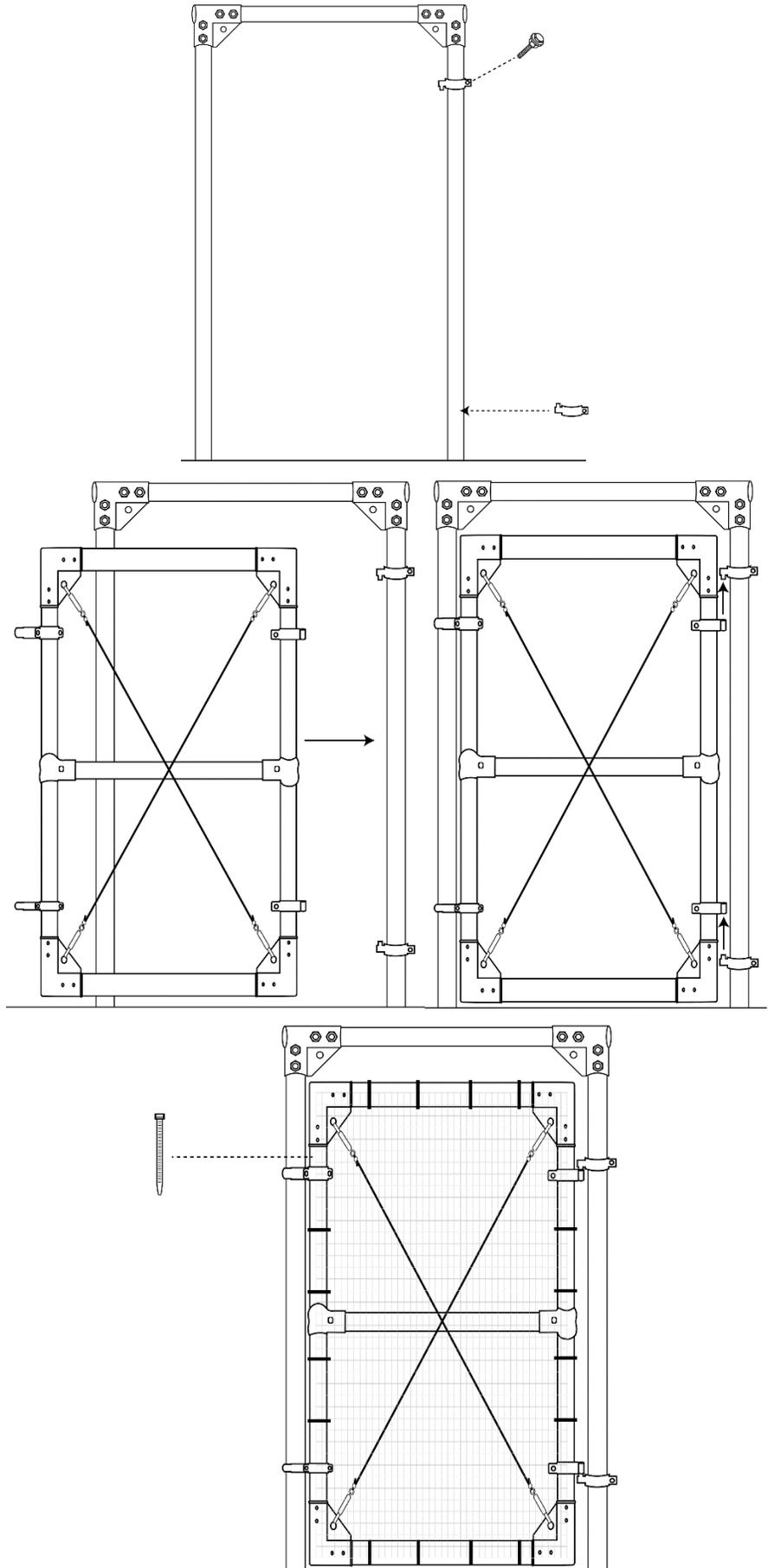
6.



7. Attach the **MALE HINGES (E)** to one side of the **FRAME POST (N)** and secure them with a **CARRIAGE BOLT (K)**. Do not tighten the bolts completely. Position the **GATE DOOR** on the **INSIDE** of the **FRAME POSTS (N)** at the desired height, then slide the **MALE HINGES (E)** up into the **FEMALE HINGES (F)** to attach the gate. Once positioned, you can tighten the **CARRIAGE BOLTS (K)** of the **MALE HINGES (E)**. Finally, cover the entire **GATE DOOR** with your fence mesh (**NOT INCLUDED**) and fasten the mesh to the **GATE DOOR** using **SELF-LOCKING TIES (M)**. Trim excess material as needed.

Note: You do not need a tie for every square on the mesh. We recommend 1 tie for every 1' along the pipe of the gate door.

7.



ATTACHMENT B - PANNIER EXHIBIT BASE INSTALLATION MANUAL

Pannier Exhibit Base

Assembly and Installation Instructions

For use with the following exhibit bases:



FORM # PEDINST
REV 11.09.20

Installing a Pannier exhibit base is as easy as 1, 2, 3.

Step 1 - Inspect and Organize

As soon as your shipment arrives inspect all pieces and assembly components to make sure your delivery is complete.

For each exhibit base, the following will be included: (Figure 1)

- A. Pedestal Base(s)
- B. Removable Top Extrusion
- C. Exhibit Panel (Use Pannier Fiberglass Embedded panels for best results)
- D. 1/4" Aluminum Drive Rivets or 1/4"-20 Phillips Flat Head Screw
- E. Buttonhead Screws
- F. Frame Assembly
- G. 5/32" Hex Head Wrench

Assembling and installing a Pannier Exhibit Base is a straightforward process made even easier if two or more people work together using the proper tools and materials to complete the task.

Recommended tools and materials:

- Power or manual post-hole digger
- Shovel
- Wood braces
- Hammer
- Clamps
- Nails
- Plastic sheeting
- Cement
- Gravel
- Tamping bar
- Level

Step 2 - Assembly

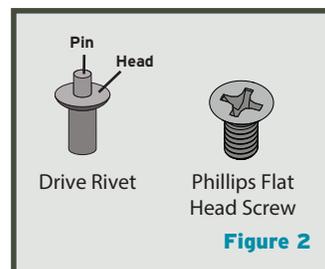
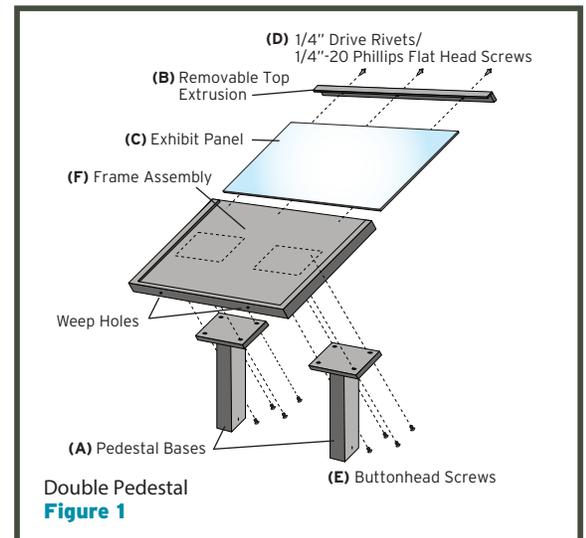
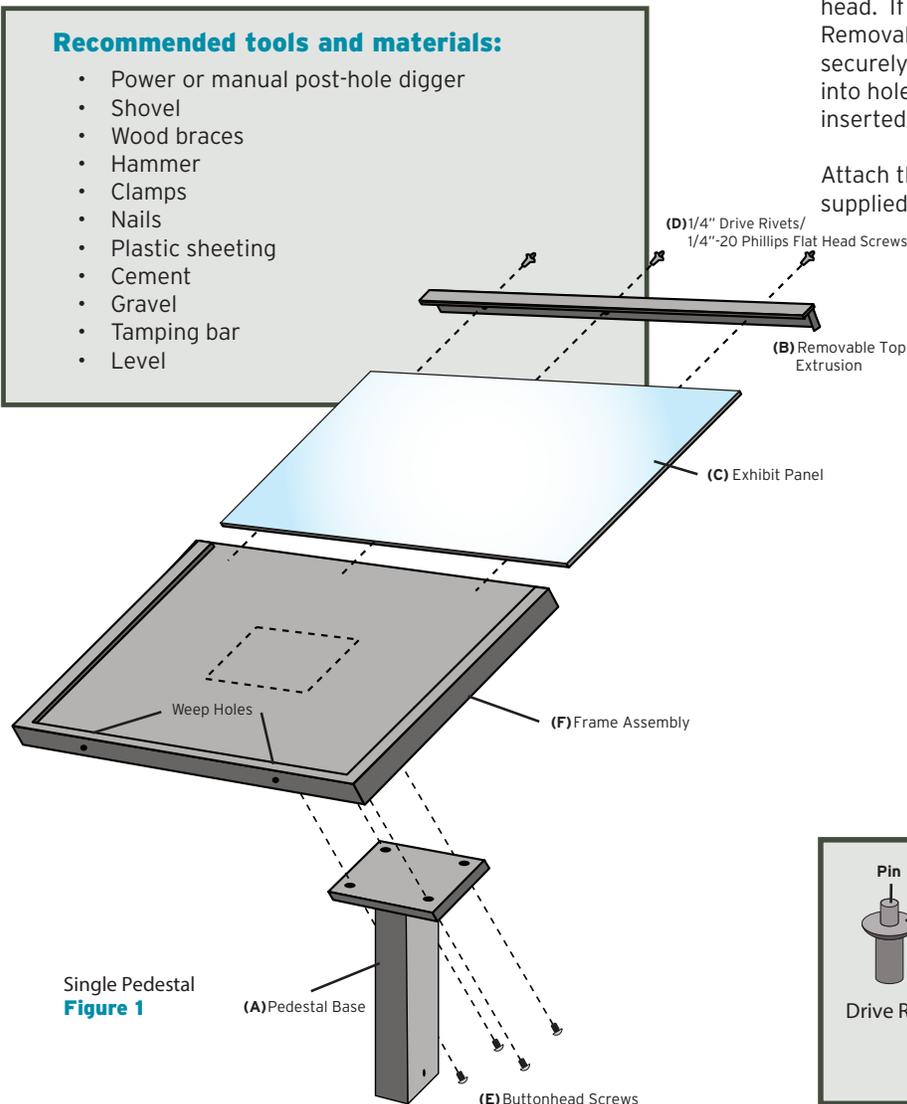
If you purchased your exhibit panels and bases from Pannier, most of the assembly has already been completed for you.

All you need to do is attach the exhibit pedestal base(s) to the completed panel frame assembly with the supplied buttonhead screws as shown in Figure 1. Proceed to Step 3 - Installation.

If you purchased the exhibit bases only, you will need to install your exhibit panel and attach the pedestal base(s).

To install the exhibit panel, first remove screws from the top angle. Place the frame assembly face-up on a raised sturdy work surface. Slide your exhibit panel face-up into the frame assembly channel, making sure the panel bottom matches the frame bottom as indicated by weep holes. Attach the Removable Top Extrusion with supplied 1/4" drive rivets to securely enclose the exhibit panel. Insert the rivet, and drive the pin (see Figure 2) down with a hammer until flush with the head. If your exhibit base came with screws, attach the Removable Top Extrusion with supplied 1/4"-20 screws to securely enclose the exhibit panel. Insert screws and screw into holes (see Figure 2) with a phillips head screw driver until inserted all the way.

Attach the completed frame assembly to the base(s) with the supplied buttonhead screws. Proceed to Step 3 - Installation.



Step 3 - Installation

Move all assembled exhibit bases, tools and materials to the installation site. Mark the installation location using stakes or approved marking paint to indicate pedestal base locations. Prior to installation, please check the local building and signage codes as well as the applicable ADA (Americans with Disabilities Act) regulations for compliance.

Installing to a permanent surface:

When installing the exhibit base with attached base plates to a permanent surface, such as concrete, use the appropriate fastening devices to provide a secure and permanent installation.

Installing in the ground:

When installing the pedestal in the ground, you will need to dig holes approximately 6" below the local frost line. We recommend that you plan your installation depth to allow for approximately 28" to 32" distance between the ground surface and the bottom of the exhibit frame assembly when finished.

Preparing the holes

Fill the completed holes with approximately 6" of gravel and tamp to provide an even and firm surface.

Protecting the exhibit base

To prevent concrete splatter from attaching to the pedestal base(s), wrap and secure plastic to the upper portion of the pedestal base(s) to protect any part which will be seen after installation.

Setting the exhibit base

Set the exhibit base in the ground, level the uprights by securing with temporary braces and clamps as shown in Figure 3. Double-check the distance from the ground surface to the exhibit frame for proper height.

Mix and fill the holes with wet cement to within 2" of the ground surface. Agitate the concrete to remove air pockets making sure to not bump or move the braced exhibit base. Carefully recheck the base level before the concrete begins to harden.

Finishing the installation

Let cement set for at least 24 hours, remove the plastic and braces, back fill remaining holes and finish as necessary.

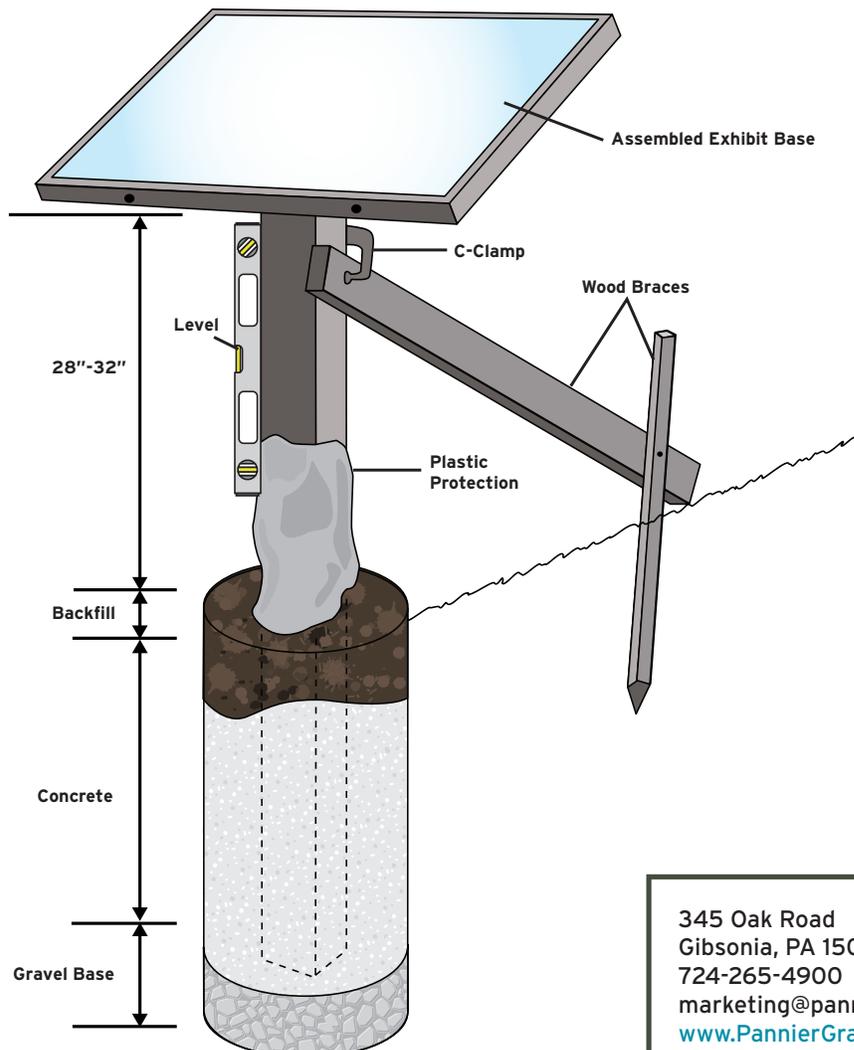


Figure 3

345 Oak Road
Gibsonia, PA 15044
724-265-4900
marketing@pannier.com
www.PannierGraphics.com



ATTACHMENT C – CONTRACT AGREEMENT

**AGREEMENT FOR SERVICES BETWEEN
BUFFALO NIAGARA WATERKEEPER**

AND

XXXXXXX

FOR

CRADLE BEACH REFORESTATION PROJECT

This Agreement (“Agreement”) is made as of _____, 2025 by and between Buffalo Niagara Waterkeeper (“BNW”) and _____.

In this Agreement, the party that is receiving services, BNW, shall be referred to as BNW or “Owner,” and the party who will be providing services, _____, shall be referred to as “Contractor.”

Contractor has a background in the area of **XX** and is willing to provide services to Owner pursuant to the terms and conditions of this Agreement.

Owner desires to have services provided by Contractor and Contractor desires to provide services to Owner.

Therefore, for mutual consideration, the sufficiency of which is acknowledged by the parties hereto, the parties agree as follows:

1. DEFINITIONS

- a. Warranty Period: A Period extending from plant installation of any plant until the end of the Contract Term.
- b. Landowner – The fee owner of real property is Cradle Beach, Inc.

2. KEY PERSONNEL.

- a. Owner’s project manager is Nick DiNardo
 - i. Contractor’s project manager is _____
(title, name)

3. DESCRIPTION OF SERVICES.

- a. The Work under this Agreement is generally described as follows: The Cradle Beach Reforestation Project, located in the Town of Evans, NY, involves the ecological restoration of approximately twenty acres of floodplain. The Project will include multiple rounds of planting over a two-year period, totaling

approximately 4,000 native trees and shrubs of various sizes throughout the project area. Work will include site preparation, plant installation, deer fencing installation around designated planting nodes, and the installation of five interpretive signs. All plantings will be completed by hand or with minimal equipment, with limited use of a skid steer permitted along established trails. The contractor will also participate in project coordination and reporting throughout the implementation period. (“Work”).

- b. Contractor agrees to undertake, carry out, and complete for Owner in a satisfactory and competent manner, free and clear of all materialmen’s, mechanic’s, and similar liens, all of the work and services set forth in the Contractor’s Bid, attached hereto as **Appendix E** and made part of this Agreement.
- c. Contractor agrees to maintain close liaison with Owner’s project manager to ensure a well-integrated project effort and to achieve performance goals during the Agreement.
- d. Contractor will meet weekly, unless otherwise agreed with the project manager and provide regular and/or upon request of Owner, electronic narrative and quantitative progress reports to Owner.
- e. Contractor hereby represents, warrants, and covenants to Owner as follows:
 - i. Contractor is a _____ [ENTITY TYPE], duly formed, validly existing, and in good standing under the laws of the State of _____, and is qualified to do business and is in good standing under the laws of the State of New York.
 - ii. Contractor has all requisite power and authority, has taken all actions required by its organizational documents and applicable law, and has obtained all necessary consents, to: (i) execute and deliver this Agreement; and (ii) consummate the transactions contemplated by this Agreement. This Agreement has been duly authorized and properly executed and delivered and constitutes the valid and binding obligations of Contractor, enforceable in accordance with its terms, subject to principles of equity, bankruptcy, insolvency, and other laws generally affecting creditors' rights and the enforcement of debtors' obligations.
 - iii. Contractor is qualified and has the skill and professional competence, expertise, and experience to undertake the obligations imposed, and to perform the Services contemplated, by this Agreement and the requirements of a project of the magnitude and scope of the Project.
 - iv. Contractor has and shall at all times during the term of this Agreement maintain sufficient facilities, expertise, staff, assets, and other resources necessary to perform the Services. The Services shall be performed and rendered by professionals experienced, licensed (if a license is required), and qualified to perform such services in the state in which the Project is located.
 - v. Contractor holds and shall at all times during the term of this Agreement maintain all licenses, permits, or other certifications necessary to perform the Services, and is in compliance with and shall continue to comply with all applicable laws.
 - vi. Neither Contractor nor any partner, member, or shareholder of Contractor is, and no legal or beneficial interest in a partner, member, or shareholder of Contractor is or will be held, directly or indirectly, by a person or entity that appears on a list of individuals and/or entities for which transactions are

prohibited by the US Treasury Office of Foreign Assets Control or any similar list maintained by any other Governmental Authority, with respect to which entering into transactions with such person or entity would violate the USA Patriot Act or regulations or any Presidential Executive Order or any other similar applicable law, ordinance, order, rule, or regulation (a "Prohibited Person").

4. SITE CONDITIONS

a. Owner has provided Contractor with the aerial imagery depicting topography. That information is the only information known to Owner about the Site, and Owner makes no representation or warranty regarding the accuracy or completeness of the reports or any other condition which may or may not exist at the Site.

5. PERMITS. The Contractor shall identify all required permits necessary for the implementation of the project. Contractor shall obtain approved permits for Project implementation, including any and all federal, state, multi-state and/or local permitting.

6. TERM. This Agreement shall be effective on signature of all parties and shall continue through June 30, 2027, unless terminated sooner or extended as hereinafter provided. The Project is expected to commence in March 2026 and be completed by May 30, 2027. A warranty period will commence upon the completion of any plant installation and continue for the duration of the Agreement term.

7. COMPENSATION AND MAXIMUM COST.

- a. Owner shall pay Contractor for completion of the Work in accordance with this Agreement a total amount not to exceed: **\$(number)**.
- b. The amount stated above includes compensation and all expenses incurred by Contractor in direct support of performing the Work.
- c. Upon termination of this Agreement, payments under this paragraph shall cease, provided, that Contractor shall be entitled to full payment for each Task completed prior to the date of termination and for which Contractor has not yet been paid.

8. SUBMITTING AND PROCESSING OF PAYMENTS

- a. Owner shall make progress payments on the basis of Contractor's Applications for Payment, example provided in **APPENDIX D** or contractor's standard form, during performance of the Work as provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract.
- b. Payment Applications shall be submitted not more often than monthly
- c. Payments are anticipated to be released by Owner within 30 days of receipt of Pay Application or invoice from Contractor
- d. At least one pay application must be submitted annually for work completed up to and including December 31 of the preceding calendar year. This final invoice of the calendar year must end by December 31 and cannot include services performed in the following calendar year.

- e. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case less the aggregate of payments previously made.
 - i. 5% percent of the value of the Work completed (with the balance being retainage).
 - ii. 5% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - f. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100% percent of the Work completed.
9. REPORTING. Contractor shall provide to Owner with each pay application a written narrative, quantitative, and qualitative report describing work completed and numbers of plants installed including any deviations from anticipated schedule.

10. LIEN WAIVER

- a. For Services in which Contractor has received proper payment within ninety days (90) days from submitting invoice to BNW, Contractor shall not file any mechanic's, laborer's or materialman's lien, or suffer or permit any such lien to be filed by reason of work, labor, services, or materials requested and/or supplies claimed to have been requested by or on behalf of BNW; and if such lien shall at any time be so filed, within sixty (60) days after Landowner provides notice of the filing thereof to BNW or Contractor, Contractor shall cause it to be canceled, bonded or discharged of record.
- b. To the extent Consultant fails to remove any mechanic's, laborer's or materialman's lien filed against the Properties within the time period set forth above, then BNW or Landowner may arrange bond or pay the amount of such claim upon which the lien is based and Contractor shall thereafter be liable for the amount so paid, and any costs incurred by Landowner or BNW by reason of such lien, immediately upon demand, plus interest at the rate of three percent (3%), except Landowner or BNW shall have no right to take the foregoing action if Contractor has commenced the removal of the lien within sixty (60) days of receiving notice of the same and has thereafter continuously and diligently been pursuing its removal of the same and continues to do so until conclusion. This provision shall survive the termination of this agreement.

11. MAINTENANCE.

- a. Contractor shall be responsible for actions as outlined in Specification Section 01400, "Plants," Specification 01500 "Signage", and Specification 01300, "Fencing and Barriers." Specifically, Maintenance shall include the following and any additional requirements as outlined in the Technical Specification. In case of material conflict of terms between Contract and Technical Specification, the Contract shall prevail.

- b. Maintenance by the Contractor continues until Certificate of Final Acceptance, or Final Punch List is satisfactorily completed and accepted by Owner, whichever is later.

12. WARRANTY PERIOD.

- a. The Warranty period will begin upon completion of any plant installation and will continue until the end of the contract term. Specifically, Warranty shall include the following and any additional requirements as outlined in the Technical Specification. Contractor shall be responsible for actions as outlined in Specification Section 01400, "Plants," Specification 01500 "Signage", and Specification 01300, "Fencing and Barriers.". In case of material conflict of terms between Contract and Technical Specification, the Contract shall prevail.

13. REPAIR AND REPLACEMENT

- a. Contractor shall be required to repair or replace plants that are damaged by construction operations, or that fail during the Warranty Period due to improper installation as defined in Sections 11 and 12 above at the discretion of the Owner.
- b. Contractor shall be required to repair or replace fence materials in accordance with technical specification Section 01400, "Plants," Specification 01500 "Signage", and Specification 01300, "Fencing and Barriers."
- c. Repairs and replacements made under this section shall be at no cost to Owner.
- d. Repair & Replacement may include any additional requirements as outlined in the Technical Specifications as noted under subsection (b) of this section. In case of material conflict of terms between Contract and Technical Specification, the Contract shall prevail.

14. SUBSTANTIAL COMPLETION.

- a. After all plant installations are completed, properly installed, and conform to the Specifications and Drawings, Contractor may request in writing that Owner make an inspection of Work to determine Substantial Completion.
- b. Contractor shall provide written request to Owner a minimum of seven (7) calendar days before the requested inspection date.
- c. Owner and Contractor shall undertake a final walkthrough of the project site and identify in writing of all particulars in which this walkthrough reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.
- d. After walkthrough, if the Work is acceptable, then the Contractor will be notified in writing by Owner of Substantial Completion. If Owner considers the Work substantially complete, Owner will deliver to Contractor a certificate of Substantial Completion, attached hereto as **APPENDIX A** and incorporated herein by reference which will fix the date of Substantial Completion.
- e. The Contractor will also be notified of any deficiencies in the requirements for receiving Substantial Completion. Incomplete Work shall be subject to re-

inspection before acceptance. If after site walkthrough, Owner concludes that the Work is not substantially complete, Owner will notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor.

- f. After Substantial Completion the Contractor shall begin work on the punch list of items, as directed by Owner, to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- g. Standards for Acceptance
 - i. Work will be accepted provided requirements in the following Sections of the Technical Specifications have been satisfactorily met at the discretion of Owner:
 - 1. Sections 01300 Fencing and Barriers; and
 - 2. Section 01400 Plants; and
 - 3. Section 01500 Signage
 - h. If Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly and completely, without cost to Owner and in accordance with Owner's written instructions:
 - i. correct the defective repairs to the Site or such adjacent areas; and
 - ii. correct such defective Work; and
 - iii. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner; and
 - iv. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
 - i. If, after receipt of a notice of defect within 14 days, except for plantings within the nodes under Section 11(e) above, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of Consultants, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor shall pay such costs, losses, and damages within 10 days of invoice from Owner.
 - j. Contractor's obligations under this paragraph are in addition to all other obligations and warranties hereunder. The provisions of this paragraph are not to be construed as

a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

15. FINAL ACCEPTANCE OF COMPLETE WORK

- a. After Substantial Completion and before the end of the Agreement Term, when Contractor considers all work complete and deficiencies remedied, then Contractor shall make written request to Owner for a final site walkthrough.
- b. The request shall be made at least seven (7) calendar days before the anticipated date for final walkthrough. Upon completion and re-inspection of all repairs or replacements necessary, Owner shall certify in writing the Final Acceptance of the project by issuing a Notice of Acceptability of the Work to Contractor attached hereto as **APPENDIX B** and incorporated herein by reference.
- c. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Owner's acceptance.

16. FINAL PAYMENT

- a. After Contractor has, in the opinion of Owner, satisfactorily completed all Work including any corrections, repairs or replacement, Contractor may make application for final payment to Owner.
- b. The final Application for Payment must be accompanied (except as previously delivered) by:
 - i. all documentation called for in this Agreement;
 - ii. consent of the surety, if any, to final payment;
 - iii. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - iv. a list of all duly pending Change Proposals and Claims; and
 - v. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work, if applicable.

17. TERMINATION.

- a. Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. In the case of termination by Owner, Contractor shall, upon receipt of notice of termination, refrain from incurring any additional costs under this Agreement and shall use the best efforts to cancel any commitments made prior to receipt of such notice. Termination shall not affect any commitments of Contractor that have properly become legally binding prior to the effective date of termination. Owner shall pay Contractor for work completed prior to Contractor's receipt of notice of termination. Any prepaid but unearned funds shall be returned to Owner.
- b. It is understood and agreed that in the event that Owner has evidence that Contractor is in default upon any of its obligations hereunder, Owner shall be entitled to either suspend

the Agreement until an acceptable remedy is established or to terminate the Agreement. Such termination shall be effective immediately upon receipt of official written notification from Owner. Owner shall also be entitled to pursue any rights or remedies it may have against Contractor by reason of such default.

- c. If Contractor breaches any of their obligations under this Agreement, in any manner that causes BNW to be in breach of grant terms and conditions or reduces grant funding BNW receives, BNW shall be entitled to either suspend the agreement until an acceptable remedy is established or to terminate the Agreement
- d. If BNW's funding grant is paused, rescinded, or canceled by any funding agency then BNW shall be entitled to suspend or terminate this Agreement.

18. RELATIONSHIP OF PARTIES. It is understood by the parties that Contractor is an independent contractor with respect to Owner, and not an employee of Owner. Owner will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Contractor.

19. INDEMNIFICATION.

a. If either the Contractor or Owner is negligent in carrying out its obligations hereunder, the negligent party agrees to indemnify and hold harmless the other party from all claims, losses, expenses, fees including reasonable attorney fees, costs, and judgments that may be asserted against the other party which arise from or are related to the negligent party's performance or failure to perform pursuant to this Agreement.

b. Contractor agrees to defend, indemnify and hold harmless Owner from all claims for damages, suits, actions, losses, expenses, fees including reasonable attorney fees, costs, and judgments that may be asserted against Owner including the aforementioned asserted by third parties, by reason of, or on account of, injury (including death resulting therefrom) to any person whomsoever, including Contractor and its employees, or for damage to the property of any person whomsoever, including Contractor and its employees, caused by, arising from, incident to, connected with, or growing out of the carrying out of any of the terms of this Contract, except if caused solely by the Owner's gross negligence or willful misconduct.

c. If Contractor breaches their obligations under this Agreement, in any manner that causes BNW to be in breach of grant terms and conditions or reduces grant funding BNW receives, or breaches any of the representations and warranties listed under Sections (3)(e), or requirements of Sections 5,9, 10, 11, or 13 or breaks any laws in performance of the work hereunder, Consultant agrees to defend, indemnify and hold harmless BNW from all claims, losses, expenses, fees including reasonable attorney fees, costs, and judgments that may be asserted against BNW which arise from or are related to Consultant's performance or failure to perform pursuant to this Agreement.

20. ASSIGNMENT. Except as otherwise permitted under Section 26, Contractor's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of Owner.

21. INSURANCE. Prior to commencement of any work and for three years after substantial completion, the Contractor shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to Owner certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

- a. New York State Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance. This includes sole proprietorships and officers of corporations who will be performing work on the Project(s).
- b. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE million (\$1,000,000) dollars per occurrence and TWO million (\$2,000,000) dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:
 - i. Broad Form Blanket Contractual Liability
 - ii. Completed Operations/Products Liability including Pollution Liability
 - iii. Broad Form Property Damage
 - iv. Personal and Advertising Injury Liability
 - v. Independent Contractors
- c. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with a combined Bodily Injury and Property Damage Limit of at least ONE million (\$1,000,000) dollars.
- d. Commercial Umbrella Liability Insurance at a TWO million (\$2,000,000) dollars per occurrence and aggregate limit. The coverage should be on a follow-form basis and including naming Owner as Additional Insured on a Primary & Non-Contributory Basis.
- e. Pollution Liability Insurance covering losses caused by pollution incidents that arise from the operations of the Contractor described under the scope of services of this Agreement. This is to include all work completed by the Contractor, or any subcontractor to the Contractor or anyone else for whom the contractor is legally liable with limits not less than TWO million (\$2,000,000) per occurrence and aggregate.
 - i. Insurance shall be maintained for the duration of the project and for a period of three (3) years after substantial completion.
 - ii. All pollutant exclusions shall be evidenced on the certificate of insurance, or a copy of the policy provided.

- f. The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Contractor or any of its subcontractors
- g. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility or liability under contract.
- h. Any type of insurance or any increase of limits of liability not described above which the Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- i. Coverage is to be endorsed to reflect a Waiver of Subrogation.
- j. Coverage is to be provided on an “occurrence” basis with carriers licensed and admitted to do business in the State of New York, with an A.M. Best financial rating of “A-” (or better) or otherwise acceptable to Owner.
- k. The Contractor shall file certificates of insurance prior to the commencement of work with Owner for approval of adequacy of protection and the satisfactory character of the Insurer.
- l. The Contractor shall provide certificates evidencing the required coverages to Owner on an annual basis.
- m. Any policies effected by the Contractor on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation to Owner and all other indemnitees named in the Agreement or Change Order.
- n. With the exception of workers’ compensation, blanket additional insured endorsements should be included reflecting the inclusion of the interests of:
 - a. Buffalo Niagara Waterkeeper, their officers partners, representatives, agents, employees and affiliated companies as an Additional Insured on a direct, primary & non-contributing basis including Completed Operations.
 - b. Cradle Beach, Inc. 8038 Old Lakeshore Rd. Angola, NY 14006

22. MODIFICATION. This Agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.

23. GENERAL OBLIGATIONS.

- a. In performance of the work authorized under this Agreement, Contractor agrees to comply with all applicable laws and regulations.
- b. Contractor warrants and represents for itself and any subcontractor that they are not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension."
- c. Under this Agreement and in accordance with 2 C.F.R. § 200.322, the NFWF Subrecipient shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

24. WORKING HOURS. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner and Landowner's written consent.

25. SUBCONTRACTORS

- a. Contractor may subcontract all or any part of the Services. Owner's approval of any permitted subcontractor shall not relieve Contractor of its obligations under the Agreement, and Contractor shall remain fully responsible for the performance of each such permitted subcontractor and its employees and agents and for their compliance with all of the terms and conditions of this Agreement as if they were Contractor's own employees. Nothing contained in this Agreement shall create any contractual relationship between Owner and any subcontractor or supplier.
- b. Each agreement with a permitted subcontractor must provide that Owner is a third party beneficiary of such contract and must obligate the permitted subcontractor to the same requirements and conditions under Sections: 3(e), 10, 11, 13, 19, 21, 27, 28, 33, 37 and 38.
- c. Contractor shall provide to Owner Copies of all agreements with Subcontractors

26. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

27. GOVERNING LAW. Regardless of the place of physical execution or performance this Agreement shall be construed according to the laws of the State of New York and shall be deemed to have been executed in the State of New York. Contractor agrees that any dispute shall be heard in Erie County, New York.

28. TAXES.

- a. Owner is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties thereof on all materials to be incorporated into the Work. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.
- b. the required certificates of tax exemption for use in the purchase of supplies and materials to be incorporated into the Work is attached hereto as **APPENDIX E**.

29. CONTRACTOR'S RESPONSIBILITIES.

- a. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- b. Contractor shall be fully responsible to Owner for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- c. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- d. All materials incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. If requested by Owner, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials.
- e. All materials and equipment, including fencing, must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.
- f. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective.

30. SAFETY PLAN

- a. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

- b. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- c. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - i. all persons on the Site or who may be affected by the Work;
 - ii. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - iii. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
 - iv. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Consultant or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
 - v. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
 - vi. Contractor shall inform Owner and Consultant of the specific requirements of Contractor's safety program with which Owner's employees and representatives must comply while at the Site.
 - vii. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
 - viii. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

31. OWNER'S SITE REPRESENTATIVE. Owner will furnish an "Owner's Site Representative" to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner's Site Representative will be a Buffalo Niagara Waterkeeper staff member. The authority and responsibilities of Owner's Site Representative include the following: Owner's site representative will attend all meetings and will be on site to observe the work

32. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows. Either party may change such address from time to time by providing written notice to the other in the manner set forth above.

Company: Buffalo Niagara WATERKEEPER	Contractor:
Contact: c/o Nick DiNardo	Contact: c/o XXXXXX
Address: 721 Main Street Buffalo, New York 14203	Address:
Email: Ndinardo@bnwaterkeeper.org	Email:
Phone Number: 716-852-7483	Phone Number:
Tax ID/EIN/SS #: 22-2993054	Tax ID/EIN/SS #:

33. ACCESS TO RECORDS. Contractor will maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Contractor in providing the Services in such form as Owner shall approve. During the contract period and for six years following the Contract Period Owner and any grantor providing funds for these services may have access to any and all contract records regarding the scope of services.

34. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart's signature page of this Agreement, by facsimile, electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement

35. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, that such provision shall be deemed to be written, construed, and enforced as so limited.

36. INCORPORATION OF RECITALS. The WHEREAS clauses set forth at the outset of this Agreement are hereby incorporated by reference into and made a part of this Agreement.

37. CONTRACT DOCUMENTS.

a. The following list of documents shall be incorporated herein by reference and made part of this Agreement. Referred to collectively as Contract Documents:

- i. Advertisement for Bids
- ii. Instructions to bidders
- iii. Bid Form
- iv. Agreement
- v. Technical Specifications
- vi. Drawings

38. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are not other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

By

_____ Date _____

Jill Jedlicka, Executive Director
Buffalo Niagara WATERKEEPER

By:

_____ Date _____

Name, Title
Firm

APPENDIX A: Certificate of Substantial Completion
APPENDIX B: Notice of Final Acceptance
APPENDIX C: Form 120.1
APPENDIX D: Application for Payment Example
APPENDIX E: Bid

APPENDIX A – CERTIFICATE OF SUBSTANTIAL COMPLETION

GUIDELINES FOR USE OF CERTIFICATE OF SUBSTANTIAL COMPLETION

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

The Certificate of Substantial Completion is used by Owner to notify the Contractor that as of the date stated, the Owner has found that Contractor has achieved Substantial Completion. Substantial Completion also sets forth the requirements for final completion of the Project, including completion of punch list items.

2.0 EDITING THIS DOCUMENT

2.1 It is intended that this document be edited for each Contract. Guidelines for editing include:

- A. Remove the cover pages which consist of the title pages and these Guidelines for Use.
- B. Type in required information as indicated by brackets ([]). Bracketed text will usually provide instructions for what is to be inserted in place of the brackets. Delete brackets and change formatting to match existing text after project specific text has been added, e.g. change “[**Project Name**]” to “Peach Street Renovation” (without brackets or bold, or quotation marks).
- C. Fill in blanks, if any. It will be more common for information to be inserted by user to be indicated by a prompt in brackets, as described in Paragraph B above, rather than by an underline-style blank.
- D. Most Notes to User are presented before the text to which they apply; some Notes to Users are interspersed in the text, usually within brackets. Delete all “Notes to User” after reviewing each note and taking appropriate action. Delete all associated numbering and brackets.
- E. Modify check-boxes as required by clicking in the box.

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:

Contractor:

Contract Name:

This Preliminary Final Certificate of Substantial Completion applies to:

All Work The following specified portions of the Work:

[Describe the portion of the work for which Certificate of Substantial Completion is issued]

Date of Substantial Completion: **[Enter date, as determined by Owner]**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, and Contractor, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: None As follows:

[List amendments to Owner's Responsibilities]

Amendments to Contractor's Responsibilities: None As follows:

[List amendments to Contractor's Responsibilities]

The following documents are attached to and made a part of this Certificate:

[List attachments such as punch list; other documents]

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Owner

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

APPENDIX B – NOTICE OF FINAL ACCEPTANCE

GUIDELINES FOR USE OF NOTICE OF ACCEPTABILITY OF WORK

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

The Notice of Acceptability of Work is used by Owner to notify the Contractor that Owner has determined that the Work is acceptable, and Owner will make final payment to Contractor.

2.0 EDITING THIS DOCUMENT

2.1 It is intended that this document be edited for each Contract. Guidelines for editing include:

- A. Remove the cover pages which consist of the title pages and these Guidelines for Use.
- B. Type in required information as indicated by brackets ([]). Bracketed text will usually provide instructions for what is to be inserted in place of the brackets. Delete brackets and change formatting to match existing text after project specific text has been added, e.g. change “[Project Name]” to “Peach Street Renovation” (without brackets or bold, or quotation marks).
- C. Fill in blanks, if any. It will be more common for information to be inserted by user to be indicated by a prompt in brackets, as described in Paragraph B above, rather than by an underline-style blank.
- D. Most Notes to User are presented before the text to which they apply; some Notes to Users are interspersed in the text, usually within brackets. Delete all “Notes to User” after reviewing each note and taking appropriate action. Delete all associated numbering and brackets.

NOTICE OF ACCEPTABILITY OF WORK

Owner:
Contractor:
Contract Name:
Notice Date:

Effective Date of the Construction Contract:

The Owner hereby gives notice to the Contractor that Owner will make final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract’s Contract Documents (“Contract Documents”). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice reflects and is an expression of the Owner’s professional opinion.
2. This Notice has been prepared to the best of Owner’s knowledge, information, and belief as of the Notice Date.
3. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
4. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner’s reservations of rights with respect to completion and final payment.

Owner

By (*signature*): _____

Name (*printed*): _____

Title: _____

APPENDIX C – FORM 120.1



Contractor Exempt Purchase Certificate

To be used **only** by contractors who are registered with the Tax Department for sales tax purposes.

To vendors:

You must collect tax on any sale of taxable property or services unless the contractor gives you a properly completed exempt purchase certificate not later than 90 days after the property is sold or service is rendered. In addition, you must keep the certificate for at least three years, as explained in the instructions.

This form cannot be used to purchase motor fuel or diesel motor fuel exempt from tax.

To contractors and vendors: Read the instructions on pages 3 and 4 carefully before completing or accepting this certificate.

Name of seller			Name of purchasing contractor		
Street address			Street address		
City	State	ZIP code	City	State	ZIP code

1. I have been issued a New York State *Certificate of Authority*, _____, to collect
(enter your sales tax identification number)
New York State and local sales and use tax, and that certificate has not expired or been suspended or revoked.

2. The tangible personal property or service being purchased will be used on the following project:

_____ located at _____

for and with _____

pursuant to prime contract dated _____.

3. These purchases are exempt from sales and use tax because:

(Mark an X in the appropriate box; for further explanation, see items A through S in the instructions on pages 3 and 4.)

A. The tangible personal property will be used in the above project to create a building or structure or to improve real property or to maintain, service, or repair a building, structure, or real property, owned by an organization exempt under Tax Law section 1116(a). *(For example, New York State government entities, United States governmental entities, United Nations and any international organization of which the United States is a member, certain posts or organizations of past or present members of the armed forces, and certain nonprofit organizations and Indian nations or tribes that have received New York State sales tax exempt organization status.)* The tangible personal property will become an integral component part of such building, structure, or real property.

B. The tangible personal property is production machinery and equipment, and it will be incorporated into real property.

C. The tangible personal property will be used:

- in an Internet data center when the property is to be incorporated as part of a capital improvement; or
- directly and predominantly in connection with telecommunications services for sale or Internet access services for sale; or
- directly and predominantly by a television or radio broadcaster in connection with producing or transmitting live or recorded programs.

D. The tangible personal property, including production machinery and equipment, is for installation in the above project and will remain tangible personal property after installation.

E. The tangible personal property will become an integral component part of a building, structure, or real property, used predominantly (more than 50%) either in the production phase of farming or in a commercial horse boarding operation, or in both.

Note: This certificate is not valid unless the purchaser completes the certification on page 2.

- F. The machinery or equipment will be used directly and predominantly to control, prevent, or abate pollution or contaminants from manufacturing or industrial facilities.
- G. The tangible personal property is residential or commercial solar energy systems equipment. (Note: Item G purchases are exempt from the 4% New York State tax rate and from the 3/8% MCTD rate. Item G purchases may be exempt from local taxes. See instructions.)
- H. The tangible personal property will be used directly and exclusively in adding to, altering, or improving a qualifying tenant's leased premises for use as commercial office space in Eligible Area A or B as described in TSB-M-05(12)S, *Sales and Use Tax Exemptions on Certain Purchases of Tangible Personal Property and Services for Leased Commercial Office Space in Lower Manhattan*, provided that the tangible personal property becomes an integral component part of the building in which the leased premises are located, and where such property is purchased during the first year of the qualifying tenant's lease and delivered to the leased premises no later than 90 days after the end of that first year.
- I. The tangible personal property is machinery or equipment used directly and predominantly in loading, unloading, and handling cargo at a qualified marine terminal facility in New York City. This exemption does **not** apply to the local tax in New York City.
- J. The tangible personal property is commercial fuel cell systems equipment. (Note: Item J purchases are exempt from the 4% New York State tax rate and from the 3/8% MCTD rate. Item J purchases may be exempt from local taxes. See instructions.)
- K. The tangible personal property will be used in a project for an exempt Housing Development Fund Corporation (HDFC).
- L. The tangible personal property is residential energy storage systems equipment. See instructions.
- M. The services are for the project described in line 2 on page 1 and will be resold. (This includes trash removal services in connection with repair services to real property.)
- N. The services are to install, maintain, service, or repair tangible personal property used in an Internet data center, for telecommunication or Internet access services, or for radio or television broadcast production or transmission.
- O. The services are to install, maintain, service, or repair tangible personal property that will be used predominantly either in farm production or in a commercial horse boarding operation, or in both provided such tangible personal property will become an integral component part of such structure, building, or real property.
- P. The services are to install residential or commercial solar energy systems equipment.
- Q. The services are to install tangible personal property purchased during the first year of the qualifying tenant's lease and delivered to the leased premises no later than 90 days after the end of that first year, that will be used directly and exclusively in adding to, altering, or improving a qualifying tenant's leased premises for use as commercial office space in Eligible Area A or B as described in TSB-M-05(12)S.
- R. The services are to install or maintain commercial fuel cell systems equipment.
- S. The services are to install residential energy storage systems equipment.

Caution: Contractors may **not** use this certificate to purchase services tax exempt unless the services are resold to customers in connection with a project. Construction equipment, tools, and supplies purchased or rented for use in completing a project but that do not become part of the finished project may not be purchased exempt from tax through the use of this certificate.

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements and issue this exemption certificate with the knowledge that this document provides evidence that state and local sales or use taxes do not apply to a transaction or transactions for which I tendered this document and that willfully issuing this document with the intent to evade any such tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and a possible jail sentence. I understand that this document is required to be filed with, and delivered to, the vendor as agent for the Tax Department for the purposes of Tax Law section 1838 and is deemed a document required to be filed with the Tax Department for the purpose of prosecution of offenses. I also understand that the Tax Department is authorized to investigate the validity of tax exclusions or exemptions claimed and the accuracy of any information entered on this document.

Type or print name and title of owner, partner, or authorized person of purchasing contractor	
Signature of owner, partner, or authorized person of purchasing contractor	Date prepared

Substantial penalties will result from misuse of this certificate.

Instructions

To the purchasing contractor

Only a contractor who has a valid *Certificate of Authority* issued by the Tax Department may use this exempt purchase certificate. The contractor must present a properly completed certificate to the vendor to purchase tangible personal property, or to a subcontractor to purchase services tax exempt. This certificate is not valid unless all entries have been completed.

The contractor may use this certificate to claim an exemption from sales or use tax on tangible personal property or services that will be used in the manner specified in items A through S below. The contractor may not use this certificate to purchase tangible personal property or services tax exempt on the basis that Form ST-124, *Certificate of Capital Improvement*, has been furnished by the project owner to the contractor.

The contractor must use a separate Form ST-120.1, *Contractor Exempt Purchase Certificate*, for each project.

Purchase orders showing an exemption from the sales or use tax based on this certificate must contain the address of the project where the property will be used, as well as the name and address of the project owners (see page 1 of this form). Invoices and sales or delivery slips must also contain this information (name and address of the project for which the exempt purchases will be used or where the exempt services will be rendered, as shown on page 1 of this form).

Use of the certificate

Note: Unless otherwise stated, the customer must furnish the contractor a properly completed Form ST-121, *Exempt Use Certificate*.

This certificate may be used by a contractor to claim exemption from tax only on purchases of **tangible personal property** that is:

- A. Incorporated into real property under the terms of a contract entered into with an exempt organization that has furnished the contractor with a copy of Form ST-119.1, *Exempt Organization Exempt Purchase Certificate*, governmental purchase order, or voucher.
- B. Production machinery or equipment that will be incorporated into real property.
- C. Used in one of the following situations:
 - Machinery, equipment, and other tangible personal property related to providing website services for sale to be installed in an Internet data center when the property is to be incorporated as part of a capital improvement. The customer must furnish the contractor a completed Form ST-121.5, *Exempt Use Certificate for Operators of Internet Data Centers (Web Hosting)*.
 - Used directly and predominantly in the receiving, initiating, amplifying, processing, transmitting, re-transmitting, switching, or monitoring of switching of telecommunications services for sale, or Internet access service for sale.
 - Machinery, equipment, and other tangible personal property (including parts, tools, and supplies) used by a television or radio broadcaster directly and predominantly in the production and post-production of live or recorded programs used by a broadcaster predominantly for broadcasting by the broadcaster either over-the-air or for transmission through a cable television or direct broadcast satellite system. (Examples of exempt machinery and equipment include cameras, lights, sets, costumes, and sound equipment.) This exemption also includes machinery, equipment, and other tangible
- D. Installed or placed in the project in such a way that it remains tangible personal property after installation. The contractor must collect tax from its customer when selling such tangible personal property or related services to the customer, unless the customer gives the contractor an appropriate and properly completed exemption certificate.
- E. Going to become an integral component part of a structure, building, or real property used predominantly (more than 50%) either in the production phase of farming or in a commercial horse boarding operation, or in both, for which the customer has provided the contractor a completed Form ST-125, *Farmer's and Commercial Horse Boarding Operator's Exemption Certificate*.
- F. Machinery or equipment used directly and predominantly to control, prevent, or abate pollution or contaminants from manufacturing or industrial facilities.
- G. Residential or commercial solar energy systems equipment. *Residential solar energy systems equipment* means an arrangement or combination of components installed in a residence that utilizes solar radiation to produce energy designed to provide heating, cooling, hot water, and/or electricity. *Commercial solar energy systems equipment* means an arrangement or combination of components installed upon nonresidential premises that utilize solar radiation to produce energy designed to provide heating, cooling, hot water, or electricity. The exemption is allowed on the 4% New York State tax rate and where applicable, the 3% MCTD rate. The exemption does not apply to local taxes unless the locality specifically enacts the exemption. The customer must furnish the contractor a completed Form ST-121 by completing the box marked *Other (U.)*. For the definition of *residence* and for an exception relating to recreational equipment used for storage, as well as for other pertinent information, see TSB-M-05(11)S, *Sales and Use Tax Exemption for Residential Solar Energy Systems Equipment*. For the definition of *nonresidential premises*, as well as other pertinent information, see TSB-M-12(14)S, *Sales and Use Tax Exemption for the Sales and Installation of Commercial Solar Energy Systems Equipment*.
- H. Delivered and used directly and exclusively in addition to, altering, or improving a qualifying tenant's leased premises for use as commercial office space in Eligible Area A or B as described in TSB-M-05(12)S, *Sales and Use Tax Exemptions on Certain Purchases of Tangible Personal Property and Services for Leased Commercial Office Space in Lower Manhattan*, provided that the tangible personal property becomes an integral component part of the building in which the leased premises are located, and where such property is purchased within the first year of the qualifying tenant's lease.
- I. Machinery and equipment used at qualified marine terminal facilities located in New York City. The machinery and equipment must be used directly and predominantly in loading, unloading, and handling cargo at marine terminal facilities located in New York City that handled more than 350,000 twenty foot equivalent units (TEUs) in 2003. For purposes of this exemption, the term *TEU* means a unit of volume equivalent to the volume of a twenty-foot container. This exemption does **not** apply to the local tax in New York City.

personal property used by a broadcaster directly and predominantly to transmit live or recorded programs. (Examples of exempt machinery and equipment include amplifiers, transmitters, and antennas.)

- J.** Commercial fuel cell systems equipment. *Commercial fuel cell systems equipment* means an electric generating arrangement or combination of components that is installed upon nonresidential premises and utilizes solid oxide, molten carbonate, a proton exchange membrane, phosphoric acid, or a linear generator to provide heating, cooling, hot water, or electricity. The exemption is allowed on the 4% New York State tax rate and the $\frac{3}{8}$ % MCTD rate, if applicable. The exemption does not apply to local taxes unless the locality specifically enacts the exemption. The customer must furnish the contractor a completed Form ST-121 by completing the box marked *Other* (U.). See TSB-M-16(3)S, *Sales and Use Tax Exemptions Related to Commercial Fuel Cell Systems Equipment*, for more information.
- K.** For use in a project for an exempt HDFC that has furnished the contractor with a copy of the exemption letter issued to them by the Tax Department.
- L.** Residential energy storage systems equipment. *Residential energy storage systems equipment* means an arrangement or combination of components installed in a residence that stores electricity for use at a later time to provide heating, cooling, hot water, or electricity. The exemption is for the state, local, and MCTD sales and use tax rates. The customer must furnish the contractor a completed Form ST-121 by completing the box marked *Other* (U.). See TSB-M-24(1)S, *Sales and Use Tax Exemption for Residential Energy Storage Systems Equipment*, for more information.

This certificate may also be used by a contractor to claim exemption from tax on the following **services**:

- M.** Installing tangible personal property, including production machinery and equipment, that does not become a part of the real property upon installation.
- Repairing real property, when the services are for the project named on page 1 of this form and will be resold.
- Trash removal services rendered in connection with repair services to real property, if the trash removal services will be resold.
- Note:** Purchases of services for resale can occur between prime contractors and subcontractors or between two subcontractors. The retail seller of the services, generally the prime contractor, must charge and collect tax on the contract price, unless the project owner gives the retail seller of the service a properly completed exemption certificate.
- N.** Installing, maintaining, servicing, or repairing tangible personal property used for Web hosting, telecommunication or Internet access services, or by a broadcaster (described in item C on page 3).
- O.** Installing, maintaining, servicing, or repairing tangible personal property that will be used predominantly either in farm production or in a commercial horse boarding operation, or in both (described in item E on page 3).
- P.** Installing qualifying residential or commercial solar energy systems equipment (described in item G on page 3).
- Q.** Installing tangible personal property delivered to and used directly and exclusively in adding to, altering, or improving a qualifying tenant's leased premises for use as commercial office space in Eligible Area A or B as described in TSB-M-05(12)S, provided that the tangible personal property becomes an integral component part of the building in which the leased premises are located.

- R.** Installing or maintaining commercial fuel cell systems equipment (described in item J above).
- S.** Installing residential energy storage systems equipment (described in item L above).

Misuse of this certificate

Misuse of this exemption certificate may subject you to serious civil and criminal sanctions in addition to the payment of any tax and interest due. These include:

- a penalty equal to 100% of the tax due;
- a \$50 penalty for each fraudulent exemption certificate issued;
- criminal felony prosecution, punishable by a substantial fine and a possible jail sentence; and
- revocation of your *Certificate of Authority*, if you are required to be registered as a vendor. See TSB-M-09(17)S, *Amendments that Encourage Compliance with the Tax Law and Enhance the Tax Department's Enforcement Ability*, for more information.

To the seller

When making purchases that qualify for exemption from sales and use tax, the contractor must provide you with this exemption certificate with all entries completed to establish the right to the exemption.

As a New York State registered vendor, you may accept an exemption certificate in lieu of collecting tax and be protected from liability for the tax if the certificate is valid. The certificate will be considered valid if it is:

- accepted in good faith;
- in your possession within 90 days of the transaction; and
- properly completed (all required entries were made).

An exemption certificate is accepted in good faith when you have no knowledge that the exemption certificate is false or is fraudulently given, and you exercise reasonable ordinary due care. If you do not receive a properly completed certificate within 90 days after the delivery of the property or service, you will share with the purchaser the burden of proving the sale was exempt.

Failure to collect sales or use tax, as a result of accepting an improperly completed exemption certificate or receiving the certificate more than 90 days after the sale, will make you personally liable for the tax plus any penalty and interest charges due.

You must maintain a method of associating an invoice (or other source document) for an exempt sale with the exemption certificate you have on file from the purchaser. You must also keep this certificate at least three years after the due date of your sales tax return to which it relates, or the date the return was filed, if later.

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APPENDIX D – APPLICATION OF PAYMENT EXAMPLE

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: _____
 Engineer: _____
 Contractor: _____
 Project: _____
 Contract: _____

Owner's Project No.: _____
 Engineer's Project No.: _____
 Contractor's Project No.: _____

Application No.: _____ Application Period: From _____ to _____ Application Date: _____

A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
			-			-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
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						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
						-		-
Original Contract Totals		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: _____
 Engineer: _____
 Contractor: _____
 Project: _____
 Contract: _____

Owner's Project No.: _____
 Engineer's Project No.: _____
 Contractor's Project No.: _____

Application No.: _____ Application Period: From _____ to _____ Application Date: _____

A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Change Orders								
						-		-
						-		-
						-		-
						-		-
						-		-
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						-		-
						-		-
						-		-
						-		-
	Change Order Totals	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Original Contract and Change Orders								
	Project Totals	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -