Set No: 6

Project Manual

Contract No.: W-23

Storage Tank Refurbishing

Veterans Park Tank
Van de Water Sludge Holding Tank
Pleasantview Tank
Sturgeon Point Washwater Tank

files
Contract # 16-19-08
Budget Item #
E C #
Bond Issue #
O.W.I.P. #
Expense #

Project No. 201500177

June 2016

Erie County Water Authority

295 Main Street, Room 350
Buffalo, New York 14203

WP NO. 2398-31

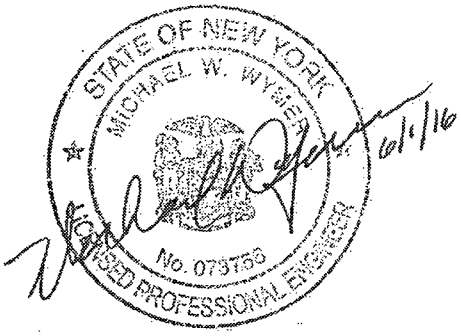
ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK

CONTRACT NO: W-23
STORAGE TANK REFURBISHING

ECWA PROJECT NO: 201500177

JUNE 2016

This Project Manual and Contract Drawings were prepared under the direct supervision of a Professional Engineer by: Wendel WD Architecture, Engineering, Surveying, and Landscape Architecture, P.C (Wendel)



ERIE COUNTY WATER AUTHORITY
295 Main Street, Room 350
Buffalo, New York 14203

ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK

CONTRACT NO: W-23
STORAGE TANK REFURBISHING
PROJECT NO: **201500177**

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ERIE COUNTY WATER AUTHORITY
295 MAIN STREET, ROOM 350
BUFFALO, NEW YORK 14203

CONTRACT NO: W-23
STORAGE TANK REFURBISHING
PROJECT NO: 201500177

NOTICE TO BIDDERS

The Erie County Water Authority will receive separate, sealed bids for the furnishing of all labor, plant, tools, equipment and specified materials, etc. for Erie County Water Authority Contract W-23, Storage Tank Refurbishing in the City of Tonawanda, Town of Tonawanda, Town of Lancaster and the Town of Evans, Erie County, New York. The Work consists of the refurbishing of four storage tanks within the Erie County Water Authority system.

Bids will be received by the Erie County Water Authority until 11:30 a.m. prevailing time, on June 28th, 2016 at the Cashier's Office of the Authority, 295 Main Street, Room 350, Buffalo, New York 14203, and then at that time and place will be publicly opened and read.

All bids being mailed (including FedEx, UPS, Priority Mail, etc.) or hand-delivered to the Erie County Water Authority shall be directed to the "CASHIER'S OFFICE" at the address listed above in a sealed envelope and be clearly marked on the outside of the mailing or hand-delivered envelope "BID ENCLOSED - ECWA CONTRACT W-23". Failure to follow the above instructions could result in rejection of the bid.

Beginning at 9:00 a.m., on June 6th, 2016, the Instruction to Bidders, Form of Bid and form of Contract, Specifications, and Security Bonds may be examined at the above address and may be obtained by writing the Cashier's Office at the above address or calling (716) 849-8484, between the hours of 9:00 a.m. and 5:00 p.m. upon payment of a deposit of fifty dollars ($50.00). Check for documents shall be made payable to Erie County Water Authority.

Contract Documents are also available by mail through the following procedure. The ENGINEER will mail the Contract Documents to those wishing to obtain a set upon receipt of the document deposit described above plus a non-refundable mailing and handling charge of twenty five dollars ($25.00) per set. The mailing date will be considered the bidder's date of receipt. Partial sets of documents will not be available. The $50.00 deposit check for mailed documents shall be sent to the ENGINEER with the $25.00 mailing and handling check. The mailing and handling check ($25.00) shall be made payable to the ENGINEER. Deposits or deposit checks will be refunded to Bidders who return the documents within seven (7) days after the Bid Opening. Checks for mailing costs will not be refunded.

Each bid shall be accompanied by a certified check or bid bond in the amount of five percent (5%) of the amount of the bid.

In accordance with State Finance Law §§139-j and 139-k, all questions about meaning or intent of the bidding documents shall be submitted to the designated contact person in writing. The

designated contact is Lauren Glose, Wendel WD Architecture, Engineering, Surveying and Landscape Architecture, P.C., 375 Essjay Road, Suite 200, Williamsville, NY 14221, telephone (716) 688-0766.

The Erie County Water Authority reserves the right to reject any and all bids or to accept any bid deemed to be for the best interest of the Water Authority even though the bid chosen may result in the award of the contract to a bidder whose bid is not mathematically lowest.

ERIE COUNTY WATER AUTHORITY

Joseph T. Burns
Secretary to the Authority

Engineer:
Wendel WD Architecture, Engineering, Surveying and Landscape Architecture, P.C.
375 Essjay Road, Suite 200
Williamsville, NY 14221

Phone: (716) 688-0766
Fax: (716) 625-6825

ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK

CONTRACT NO.: W-23
STORAGE TANK REFURBISHING
PROJECT NO.: 201500177

SECTION 00200

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

1.02 Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

A. Bidder: The individual or entity who submits a Bid directly to OWNER.

B. Issuing Office: The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

C. Successful Bidder: The Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided) makes an award. Also known as CONTRACTOR.

D. ENGINEER: As defined in the Agreement, Section 00500, under Article 2.

ARTICLE 2 - BIDS RECEIVED

2.01 Refer to Notice to Bidders for information on receipt of Bids.

ARTICLE 3 - LOCATION AND SCOPE OF WORK

3.01 Refer to Section 01100 of the General Requirements for the location and scope of the Work.

ARTICLE 4 - COPIES OF BIDDING DOCUMENTS

4.01 Refer to Notice to Bidders for information on examination and procurement of Bidding Documents.

4.02 The Issuing Office is the Cashier Office of the Erie County Water Authority, 350 Ellicott Square Building, 295 Main Street, Buffalo, New York 14203.

4.03 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER, nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

4.04 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant permission for any other use.

ARTICLE 5 - QUALIFICATIONS OF BIDDERS

5.01 Bidders shall be experienced in the kind of Work to be performed, shall have the necessary equipment therefore, and shall possess sufficient capital to properly execute the Work within the time allowed. Bids received from Bidders who have previously failed to complete work within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Bid may be rejected if Bidder cannot show that Bidder has the necessary ability, plant and equipment to commence the Work at the time prescribed and thereafter to prosecute and complete the Work at the rate or within the time specified. A Bid may be rejected if Bidder is already obligated for the performance of other work which would delay the commencement, prosecution or completion of the Work.

5.02 To demonstrate qualifications to perform the Work, Bidder shall complete and submit with its Bid the Bidder Qualifications Statement Section 00450 which is bound in the Project Manual as written evidence as required therein. Bidders may be asked to furnish additional data to demonstrate their qualifications.

5.03 Bidders shall be qualified to do business in the state where the Project is located or covenant to obtain such qualification prior to signing the Agreement.

ARTICLE 6 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

6.01 Subsurface and Physical Conditions

A. The Supplementary Conditions identify:
   1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site which have been utilized by ENGINEER in preparation of the Bidding Documents.
   2. Those drawings of physical conditions in or relating to existing surface and subsurface structures (except underground facilities) which are at or contiguous to the Site that have been utilized by ENGINEER in preparation of the Bidding Documents.

B. Copies of the reports and drawings referenced in the Supplementary Conditions will be made available by ENGINEER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 4.02 of the

General Conditions has been identified and established in paragraph SC-4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion drawn from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

6.02 Underground Facilities - Physical Conditions

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities, including OWNER, or others.

6.03 Hazardous Environmental Condition

A. OWNER has knowledge of a hazardous environmental condition at the Site relative to paint containing lead and chromium. The CONTRACTOR'S attention is directed to the information contained in the reports listed in Section 00800 SC-4.02 which include existing paint test results for lead, cadmium, and chromium.

6.04 Provisions concerning responsibilities for the adequacy of data, if any, furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unforeseen conditions appear in paragraphs 4.02, 4.03 and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Bidding Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the Scope of Work appear in paragraph 4.06 of the General Conditions.

6.05 On request, OWNER will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former conditions upon completion of such explorations, investigations, tests and studies.

6.06 On request, OWNER will conduct a Site visit during OWNER'S normal business hours.

6.07 Reference is made to the Supplementary Conditions for identification of the general nature of other work that is to be performed at the Site by OWNER or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted. On request, and if available, OWNER will provide to Bidder, for examination, access to or copies of the contract documents for such other work.

6.08 It is the responsibility of Bidder, before submitting a Bid to:

A. Examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;

B. Visit the Site and become familiar with and satisfy Bidder as to the general, local and Site conditions that may affect cost, progress and performance of the Work;

C. Become familiar with and satisfy Bidder as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work;

D. Carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and to carefully study all reports and drawings of a Hazardous Environmental Condition identified at the Site, if any, which have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions;

E. Obtain and carefully study (or assume responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for the performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

G. Become aware of the general nature of work (if any) to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents;

I. Promptly give ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by ENGINEER is acceptable to Bidder; and

J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

6.09 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 6, that without exception the Bid is premised upon performing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences or procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by ENGINEER are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing the Work.

ARTICLE 7 - PRE-BID CONFERENCE

7.01 A pre-bid conference will be held if so indicated in the Notice to Bidders, and will be as follows. Representatives of the OWNER and ENGINEER will be present to discuss the Project. Bidders are encouraged to attend and participate at the conference. ENGINEER will transmit to all prospective Bidders of record such Addenda as ENGINEER considers necessary in response to questions raised at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 8 - SITE AND OTHER AREAS

8.01 The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment, to be incorporated into the Work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Bidding Documents.

ARTICLE 9 - INTERPRETATIONS AND ADDENDA

9.01 All questions about the meaning or intent of the Bidding Documents shall be submitted to ENGINEER in writing. In order to receive consideration, questions must be received by ENGINEER at least ten (10) days prior to the date for the opening of Bids. Interpretations, clarifications, and/or supplemental instructions considered necessary by ENGINEER in response to such questions will be issued by Addenda, mailed either by

Registered or Certified mail, with return receipt requested, to all parties recorded by ENGINEER as having received the Bidding Documents, for receipt not later than three (3) days prior to the date for the opening of Bids. Failure of any Bidder to receive such Addendum or interpretation shall not relieve any bidder from any obligation under his bid submitted. All Addenda so issued shall become part of the Contract Documents. All Addenda must be submitted with the bid proposal and be properly signed by the Bidder as part of the Bid Documents. Only questions answered by Addenda will be binding. The OWNER will not be responsible for any other explanations or interpretation of such documents which anyone presumes to make on behalf of the OWNER before expiration of the time set for the receipt of Bids. No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any bidder orally. Oral and other interpretations or clarifications will be without legal effect.

9.02 Addenda may also be issued to clarify, correct or change the Bidding Documents as deemed advisable by OWNER or ENGINEER. Such Addenda, if any, will be issued in the manner and within the time period stated in paragraph 9.01.

ARTICLE 10 - BID SECURITY

10.01 A Bid must be accompanied by Bid security made payable to the OWNER in the amount of five percent of Bidder's maximum Bid price and in the form of certified check or Bid Bond.

10.02 Bid Bond shall be on the form bound in the Project Manual. Bid Bond shall be issued by a surety meeting the requirements of paragraphs 5.01 and 5.02 of the General Conditions. The Bid Bond must contain original signatures in ink. Pencil, stamped, thermal faxed, Xeroxed, or any other copies of the signature shall be grounds for voiding the Bid.

10.03 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to sign and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited to the OWNER as liquidated damages for such failure.

10.04 The Bid security of the three lowest bidders may be retained by OWNER until the earlier of the seventh day after the Effective Date of the Agreement or the forty-first day after the Bid opening whereupon the Bid security furnished by such Bidders will be returned. The Bid security of Bidders whom OWNER believes do not have a reasonable chance of receiving an award will be returned within seven days of the Bid opening.

ARTICLE 11 - CONTRACT TIMES

11.01 The number of days within which the Work is to be substantially completed and also completed and ready for final payment (the Contract Times) are set forth in the Agreement.

ARTICLE 12 - LIQUIDATED AND SPECIAL DAMAGES

12.01 Provisions for liquidated and special damages, if any, are set forth in the Agreement.

ARTICLE 13 - SUBSTITUTE AND "OR EQUAL" ITEMS

13.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement. The procedure for submittal of any such application by CONTRACTOR and consideration by ENGINEER is set forth in the General Conditions which may be supplemented in the General Requirements.

13.02 Refer to Section 01630 of the General Requirements for the period of time after the Effective Date of the Agreement during which the ENGINEER will accept applications for substitute or "or-equal" items of material or equipment.

ARTICLE 14 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

14.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals or entities to be submitted to OWNER in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening submit to OWNER a list of all such Subcontractors, Suppliers, other individuals or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualifications for each such Subcontractor, Supplier, individual or entity if requested by OWNER. If OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual or entity, OWNER may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price.

14.02 If apparent Successful Bidder declines to make any such substitution, OWNER may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other individuals or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual or entity so listed and against which OWNER or ENGINEER makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.06 of the General Conditions.

14.03 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual or entity against whom CONTRACTOR has reasonable objection.

ARTICLE 15 - PREPARATION OF BID

15.01 A Bid must be made on the Bid form bound in the Project Manual. The Bid form shall not be separated from the Project Manual nor shall it be altered in any way.

15.02 All blanks in the Bid Form shall be completed by printing in black ink or by typewriter. A Bid price shall be indicated in both words and numbers for each Bid item listed therein or the words "No Bid" or "Not Applicable" entered. In case of discrepancy between the words and the numerals, the words shall govern. Ditto marks are not considered writing or printing and shall not be used.

15.03 A Bid shall be executed as stated below.

A. A Bid by an individual shall show the Bidder's name and official address.

B. A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title shall appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

C. A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture shall be shown below the signature.

D. A Bid by a corporation shall be executed in the corporate name by an officer of the corporation and shall be accompanied by a certified copy of a resolution of the board of directors authorizing the person signing the Bid to do so on behalf of the corporation. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The state of incorporation and the official corporate address shall be shown below the signature.

E. A Bid by a limited liability company shall be executed in the name of the firm and signed by a member accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.

F. All names shall be typed or printed in black ink below the signature.

G. Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided, if applicable.

15.04 The Bid shall contain an acknowledgment of the receipt of all Addenda in the space provided on the Bid form.

15.05 The address and telephone number for communications regarding the Bid shall be shown.

15.06 In addition to the Bid Form, the following listed documents, which are bound in the Project Manual in Section 00430 - Bid Form Supplements and Section 00450 – Bidder's Qualification Statement, shall be submitted with the Bid. Each document shall be executed in the manner described in paragraph 15.03 unless another manner is indicated.

A. Bid Security Form.

B. Section 2875 of the Public Authorities Law.

C. Section 2876 of the Public Authorities Law.

D. Section 2878 of the Public Authorities Law.

E. Non-collusive Bidding Certification.

F. Section 139 of State Finance Law.

G. Bidder's Qualification Statement, including Attachments A, B, C and D.

H. All Addenda.

ARTICLE 16 - BASIS OF BIDS; COMPARISON OF BIDS

16.01 Lump Sum and Unit Price

A. Bidder shall submit its Bid on the basis of each lump sum item and unit price item as set forth in the Bid Form. For each unit price item on the Bid form, Bidder shall enter the unit price Bid, and shall enter the computation of the respective quantity times the Bidder's unit price for that item. Bidder shall compute and enter in the

space provided on the Bid form, the total of all lump sum items and the total of the products of quantity and unit price Bid for each unit price item.

B. For determination of the apparent low Bidder, Bids will be evaluated on the basis of the total of all lump sum items and the total of the products of the estimated quantity of each item and unit price Bid for that item and the total for the Alternate Bid if selected.

C. The quantities for the unit price items are unpredictable and the ENGINEER has inserted certain quantities in the Bid Form to be used solely for purpose of comparison bids.

D. Allowances have been established for some of the items in the Bid. The prices represent the maximum amounts which will be paid the CONTRACTOR for these items. The bidder shall include a price equal to the stated amount.

16.02 Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 17 - SUBMITTAL OF BID

17.01 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Notice to Bidders. The entire Project Manual must be submitted with all proper forms completed and signed as required.

17.02 Bid shall be enclosed in an opaque sealed envelope plainly marked on the outside with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) the name and address of the Bidder and its license or registration number, if applicable. Bid shall be accompanied by Bid security and other required documents.

17.03 All bids being mailed (including FedEx, UPS, Priority Mail, etc.) or hand-delivered to the Erie County Water Authority shall follow the procedure as defined in Section 00100, Notice to Bidders.

ARTICLE 18 - MODIFICATION OR WITHDRAWAL OF BID

18.01 Withdrawal Prior to Bid Opening:

A. A Bid may be withdrawn by an appropriate document duly executed, in the manner that a Bid must be executed and delivered to the place where Bids are to be

submitted prior to the date and time fixed for the opening of Bids. Upon receipt of such written notice, the unopened Bid will be returned to the Bidder.

18.02 Modification Prior to Bid Opening:

A. If a Bidder wishes to modify its Bid, Bidder must withdraw its initial Bid in the manner specified in paragraph 18.01.A and submit a new Bid.

18.03 No Bids may be withdrawn after the time set for the Bid Opening.

ARTICLE 19 - OPENING OF BIDS

19.01 Bids will be opened at the time and place where Bids are to be submitted and, unless obviously non-responsive, read aloud publicly. An abstract of the Bids will be made available to Bidders after the opening.

19.02 Bids received by mail or otherwise after the date and time specified for the opening of Bids will not be accepted and will be returned to the Bidder unopened.

19.03 Bid results are available on the Erie County Water Authority website, www.ecwa.org (under Doing Business tab, select option Business Opportunities). No bid results will be given over the telephone.

ARTICLE 20 - DISQUALIFICATION OF BIDDERS

20.01 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

ARTICLE 21 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

21.01 All Bids shall remain subject to acceptance for forty five days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

21.02 In the event that the OWNER requires more than 45 calendar days after the actual date of the Bid Opening to award the contract, Bidders shall, when requested, provide to ENGINEER a written extension of time for OWNER to award the contract. Bidders shall also provide, to ENGINEER, written Consent of Surety for extension of the bid bond.

21.03 In the event that the OWNER requires more than 45 calendar days after the actual date of the Bid Opening to award the contract, and the lowest qualified bidder does not grant an extension of time for the OWNER to award the contract, the OWNER reserves the right to award to the second lowest qualified bidder.

ARTICLE 22 - AWARD OF CONTRACT

22.01 OWNER reserves the right to reject any or all Bids, including without limitation the right to reject any or all nonconforming, non-responsive or conditional Bids. Bids may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate bids other than are provided for in the Bid Form, bids containing escalation clauses or irregularities of any kind. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. OWNER also reserves the right to waive any informality not involving price, time or changes in the Work, if it is deemed to be in the best interest of the OWNER. The Bidder will not be allowed to take advantage of any error or omission.

22.02 OWNER reserves the right to reject any Bid not accompanied by specified documentation and Bid security. In the event that OWNER requires more than 45 calendar days after the actual Bid opening date to award the contract, Bidders shall provide to ENGINEER written Consent of Surety of the Bid Bond.

22.03 OWNER reserves the right to reject any Bid that, in its sole discretion, is considered to be unbalanced or unreasonable as to the amount bid for any lump sum or unit price item.

22.04 In evaluating Bidders, OWNER will consider their qualifications whether or not their Bids comply with the prescribed requirements, the alternatives, if any, the lump sum and unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Award.

22.05 OWNER may consider the qualifications and experience of Subcontractors, Suppliers and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers and other individuals or entities must be submitted as provided in the Supplementary Conditions.

22.06 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications and financial ability of the Bidders to perform the Work in accordance with the Contract Documents. OWNER reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to OWNER'S satisfaction.

22.07 OWNER reserves the right to accept any Bid deemed to be in its best interests even though the Bid chosen may result in the award of the Contract to a Bidder whose Bid is not, on a mathematical basis alone, the low Bid.

22.08 The OWNER may elect not to award a contract at this time due to budgetary or other considerations. OWNER reserves the right to reject any or all proposals and to re-bid the contract if the OWNER deems it in the public interest to do so.

22.09 Contracts shall be awarded only pursuant to resolution.

22.10 OWNER reserves the right to reject any bids from Bidders who are in arrears to, or in litigation with, the Erie County Water Authority or the County of Erie upon any debt or contract, or in default as surety or otherwise upon any obligation of the Erie County Water Authority or the County of Erie.

22.11 OWNER reserves the right to accept or reject any and/or all alternates in any order or combination unless otherwise specifically provided in the bidding documents. The award will be made to the lowest responsible bidder on the basis of the base bid and any alternates accepted.

ARTICLE 23 - CONTRACT SECURITIES

23.01 Performance Bond shall be in the form of Engineers Joint Contract Documents Committee (EJCDC) "Construction Performance Bond", 1910-28-A. Payment Bond shall be in the form of EJCDC "Construction Payment Bond", 1910-28-B. The amounts of and other requirements for Performance and Payment Bonds are stated in paragraph 5.01 of the General Conditions. The requirements for delivery of Bonds are stated in paragraph 2.01 of the General Conditions. Additional requirements may be stated in the Supplementary Conditions.

23.02 Successful Bidder shall within five days from the date of the Notice of Award deliver to OWNER, for OWNER'S review and approval, the Performance Bond and the Payment Bond CONTRACTOR proposes to furnish at the time of the execution of the Agreement.

ARTICLE 24 – CONTRACTOR'S INSURANCE

24.01 The requirements for CONTRACTOR'S insurance and delivery of insurance certificates are stated in Article 5 of the General Conditions and in the Supplementary Conditions.

ARTICLE 25 - SIGNING OF AGREEMENT

25.01 When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents, which are identified in the Agreement as attached thereto. Within five days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER.

ARTICLE 26 - NOTICE TO PROCEED

26.01 Issuance of the Notice to Proceed shall be as stated in Article 2 of the General Conditions.

ARTICLE 27 - PARTNERING (NOT USED)

ARTICLE 28 - SALES AND USE TAXES

28.01 Refer to Supplementary Conditions paragraph SC-6.10 for information on OWNER'S exemption from sales and use taxes on materials and equipment to be incorporated into the Work. Do not include said taxes in Bid.

ARTICLE 29 - ADDITIONAL REQUIREMENTS

29.01 Refer to Supplementary Conditions Paragraph SC-18.03 for information on OWNER'S Women and Minority Business Enterprise requirements.

29.03 Refer to Procurement Supplementary Conditions Paragraph SC-18.07 for information on OWNER'S Purchase by Other Local Governments requirements.

ARTICLE 30 – TOWN APPROVAL

30.01 Not Applicable.

END OF INSTRUCTIONS TO BIDDERS

ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK

CONTRACT NO: W-23
STORAGE TANK REFURBISHING
PROJECT NO: 201500177

(This Bid Form shall not be detached from the Project Manual. The entire Project Manual shall be returned with the executed Bid.)

SECTION 00410

BID FORMS

BID FOR:

Erie County Water Authority
Contract No: W-23
STORAGE TANK REFURBISHING
Project No. 201500177

BID TO:

Erie County Water Authority
295 Main Street, Room 350
Buffalo, New York 14203

BID FROM: Amstar of Western New York, Inc.
(Print or Type Name of Bidder)
(/A Corporation/A Partnership/A Limited Liability Company/An Individual/A Joint Venture {Bidder to strike out inapplicable terms})

Gentlemen:

1.01 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 price(s) and within the times indicated in this Bid and in accordance with the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain open subject to acceptance for the time period set forth in the Instruction to Bidders. Bidder will sign the Agreement and will furnish the required contract security, and other required documents within the time periods set forth in the Bidding Documents.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, if any, and the following Addenda receipt of all of which is hereby acknowledged.

Addendum No.	Date Received	Addendum No.	Date Received
None			

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance for the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition identified at the Site, if any, which have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may effect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. 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.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.

I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

K. The quantities for the unit price items are unpredictable and the ENGINEER has inserted certain quantities in the proposal to be used solely for purpose of comparison of bids.

L. Allowances may have been established for some of the items in the Bid. The prices represent the maximum amounts, which will be paid the CONTRACTOR for these items. The Bidder shall include a price not less than the stated minimum.

M. If any Alternates are to be included, the Bid Form will be set up with a Base Bid and an Alternate Bid Item. The Alternate Bid Item may be included with the Base Bid as part of the award. It is possible that the Alternate Bid Item may not be included as part of the award. Bidders are required to bid all Base Bid Items and the Alternate Bid Item.

4.01 Bidder further represents that this Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER; and that no person or persons acting in any official capacity for the OWNER are directly or indirectly interested in this Bid, or in any portion of the profit thereof.

5.01 Bidder will complete the Work in accordance with the Contract Documents.

BID ITEMS FOR BASE BID

VETERANS PARK TANK

Description	Estimated Quantities	Computed Totals
Item 3 – For Veterans Park Tank Exterior, the Lump Sum of FORTY SIX THOUSAND Dollars and ZERO Cents ($ 46,000.00) Lump Sum	L.S.	$ 46,000.00
Item 4 – For Veterans Park Tank: Miscellaneous Modifications, the Lump Sum of NINETY THOUSAND Dollars and ZERO Cents ($ 90,000.00) Lump Sum	L.S.	$ 90,000.00

ERIE COUNTY WATER AUTHORITY
CONTRACT NO: W-23
STORAGE TANK REFURBISHING

Item 5 – For Veterans Park Tank Ring Beam Repair,
the Lump Sum of

FIFTY FIVE THOUSAND Dollars

and ZERO Cents
($ 55,000.00)Fixed Lump Sum L.S. $ 55,000.00

Item 10.1 – For Contingency Allowance for Repairs,
the fixed Lump Sum of

Five Thousand Dollars

and Zero Cents
($ 5,000.00) Fixed Lump Sum 1 L.S. $ 5,000

SUBTOTAL – VETERANS PARK TANK $ 196,000.00

(This subtotal is for convenience in comparing bids and is not an official part of this Bid)

ERIE COUNTY WATER AUTHORITY
CONTRACT NO: W-23
STORAGE TANK REFURBISHING

VAN DE WATER SLUDGE HOLDING TANK

Description	Estimated Quantities	Computed Totals
Item 1.1 – For Interior Wet Painting, the Lump Sum of ONE HUNDRED SIXTY THOUSAND Dollars and ZERO Cents ($ 160,000.00) Lump Sum	L.S.	$ 160,000.00
Item 2.1 – For Disposal of Wet Interior Hazardous Abrasive Blast Residue SIX THOUSAND Dollars and ZERO Cents ($6,000.00) Lump Sum	L.S.	$ 6,000.00
Item 6 – For Van de Water Tank: Miscellaneous Modifications, the Lump Sum of THIRTY FIVE THOUSAND Dollars and ZERO Cents ($ 35,000.00) Lump Sum	L.S.	$ 35,000.00
Item 9 – For Van De Water Tank: Roof Repair/ Steel Reinforcement, the Unit Price per Pound of FORTY FIVE Dollars and ZERO Cents ($ 45.00) Per Pound	4,000 LBS.	$ 180,000.00

ERIE COUNTY WATER AUTHORITY
CONTRACT NO: W-23
STORAGE TANK REFURBISHING

Item 10.2 – For Contingency Allowance for Repairs,
the fixed Lump Sum of

Seven Thousand Five Hundred Dollars

and Zero Cents
($ 7,500.00) Fixed Lump Sum 1 L.S. $ 7,500.00

Item 11.1 – For Epoxy Seam Sealing and Pit Filling,
the Unit Price of

THREE HUNDRED Dollars

and ZERO Cents
($ 300.00) Per Gallon 5 Gal. $ 1,500.00

SUBTOTAL – VAN DE WATER SLUDGE HOLDING TANK

$ 390,000.00

(This subtotal is for convenience in comparing bids and is not an official part of this Bid)

ERIE COUNTY WATER AUTHORITY
CONTRACT NO: W-23
STORAGE TANK REFURBISHING

PLEASANTVIEW TANK

Description	Estimated Quantities	Computed Totals
Item 1.2 – For Interior Wet Painting, the Lump Sum of FOUR HUNDRED THIRTY EIGHT THOUSAND Dollars and ZERO Cents ($438,000.00) Lump Sum	L.S.	$ 438,000.00
Item 2.2 – For Disposal of Wet Interior Hazardous Abrasive Blast Residue TEN THOUSAND Dollars and ZERO Cents ($ 10,000.00) Lump Sum	L.S.	$ 10,000.00
Item 7 - For Pleasantview Tank: Miscellaneous Modifications, the Lump Sum of FORTY FIVE THOUSAND Dollars and ZERO Cents ($ 45,000.00) Lump Sum	L.S.	$ 45,000.00
Item 10.3 – For Contingency Allowance for Repairs, the fixed Lump Sum of Six Thousand Five Hundred Dollars and Zero Cents ($ 6,500.00) Fixed Lump Sum	1 L.S.	$ 6,500.00

ERIE COUNTY WATER AUTHORITY
CONTRACT NO: W-23
STORAGE TANK REFURBISHING

Item 11.2 – For Epoxy Seam Sealing and Pit Filling,
the Unit Price of

THREE HUNDRED Dollars

and ZERO Cents
($ 300.00) Per Gallon 5 Gal. $ 1,500.00

SUBTOTAL – PLEASANTVIEW TANK

$ 501,000.00

(This subtotal is for convenience in comparing bids and is not an official part of this Bid)

ERIE COUNTY WATER AUTHORITY
CONTRACT NO: W-23
STORAGE TANK REFURBISHING

BID SUMMARY SHEET

Subtotal – Veterans Park Tank $ 196,000.00 (Figures)

Subtotal – Van de Water Sludge Holding Tank $ 390,000.00 (Figures)

Subtotal – Pleasantview Tank $ 501,000.00 (Figures)

TOTAL BASE BID AMOUNT $ 1,087,000.00 (Figures)

ONE MILLION EIGHTY SEVEN THOUSAND ********** Dollars and ZERO Cents

********** (Written Amount)

(The subtotals and total is for convenience in comparing bids and is not an official part of this Bid.)

ERIE COUNTY WATER AUTHORITY
CONTRACT NO: W-23
STORAGE TANK REFURBISHING

BID ITEMS FOR ALTERNATE BID

STURGEON POINT WASHWATER TANK

Description	Estimated Quantities	Computed Totals
Item 1.3 – For Interior Wet Painting, the Lump Sum of TWO HUNDRED THIRTY NINE THOUSAND Dollars and ZERO Cents ($ 239,000.00) Lump Sum	L.S.	$ 239,000.00
Item 2.3 – For Disposal of Wet Interior Hazardous Abrasive Blast Residue EIGHT THOUSAND Dollars and ZERO Cents ($ 8,000.00) Lump Sum	L.S.	$ 8,000.00
Item 8 – For Sturgeon Point Tank: Miscellaneous Modifications, the Lump Sum of TWENTY SIX THOUSAND Dollars and ZERO Cents ($ 26,000.00) Lump Sum	L.S.	$ 26,000.00

ERIE COUNTY WATER AUTHORITY
CONTRACT NO: W-23
STORAGE TANK REFURBISHING

Item 10.4– For Contingency Allowance for Repairs,
the fixed Lump Sum of

Seven Thousand Five Hundred Dollars

and Zero Cents

($ 7,500.00) Fixed Lump Sum 1 L.S. $ 7,500

Item 11.3 – For Epoxy Seam Sealing and Pit Filling,
the Unit Price of

THREE HUNDRED Dollars

and ZERO Cents

($ 300.00) Per Gallon 5 Gal. $ 1,500.00

ALTERNATE SUBTOTAL – STURGEON POINT WASHWATER TANK

$ 282,000.00

(This subtotal is for convenience in comparing bids and is not an official part of this Bid)

ERIE COUNTY WATER AUTHORITY
CONTRACT NO: W-23
STORAGE TANK REFURBISHING

TOTAL BASE BID PLUS ALTERNATE BID AMOUNT

$ 1,369,000.00
(Figures)

ONE MILLION THREE HUNDRED SIXTY NINE THOUSAND **********

********** Dollars and ZERO Cents
(Written Amount)

(The subtotals and total is for convenience in comparing bids
and is not an official part of this Bid.)

ERIE COUNTY WATER AUTHORITY
CONTRACT NO: W-23
STORAGE TANK REFURBISHING

Unit prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities of items of Unit Price Work are not guaranteed and final payment will be based on actual quantities of Unit Price Work performed as provided in the Contract Documents.

6.01 Bidder agrees that the Work will be substantially complete and completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated and special damages in the event of failure to complete the Work within the times specified above.

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the amount of Five percent of the total amount bid Dollars ($ 5%).

B. Section 2875 of the Public Authorities Law, Ground for Cancellation of Contract by Public Authority.

C. Section 2876 of the Public Authorities Law, Disqualification to Contract with Public Authority.

D. Section 2878 of the Public Authorities Law, Non-Collusive Bidding Certification.

E. Section 139 of State Finance Law, Lobbying.

F. Required Bidder Qualifications Statement with supporting data.

G. All Addenda.

8.01 The terms used in this Bid will have the meanings indicated in the Instructions to Bidders and the General Conditions and Supplementary Conditions.

Respectfully submitted on June 28, 2016.

ERIE COUNTY WATER AUTHORITY
CONTRACT NO: W-23
STORAGE TANK REFURBISHING

If Bidder is:

An Individual

By _____
(Individual's Signature)

_____
(Printed or Typed Name of Individual)

Doing business as _____

License or Registration Number: _____

Business Address: _____

_____

Phone No.: _____ FAX No.: _____

A Partnership

By _____
(Firm Name)

_____
(General Partner's Signature)

_____
(Printed or Typed Name of General Partner)
(Attach evidence of authority to sign.)

License or Registration Number: _____

Business Address: _____

_____

Phone No.: _____ FAX No.: _____

AMSTAR
OF WESTERN
NEW YORK INC.
825 Rein Road
Cheektowaga, NY 14225
(716) 204-9755 • Fax: (716) 204-9761
www.amstarwny.com

CORPORATE RESOLUTION

I HEREBY CERTIFY that the following is a true and correct copy of a Resolution duly adopted at a meeting of the Board of Directors of:

Amstar of Western New York, Inc.

A corporation, incorporated under laws of the State of New York, duly called and held on the 3rd day of August, 2016, a quorum then being present; that the said resolution has been entered upon the regular minute book of the Corporation and is in accordance with the certificate of incorporation and the by laws and is now in full force and effect:

RESOLVED that the below listed officers of this Corporation are authorized on behalf of this Corporation to sign the Bid Proposal and the Contract Agreement, if awarded, for the following project:

Storage Tank Refurbishing, Contract No. W-23
Erie County Water Authority

Furthermore to sign all related Contract Documents and Surety Bonds required as the act and deed of such Corporation.

Michail Kouimanis, President

WITNESS my hand and seal of the Company this 3rd day of August, 2016

(Corporate Seal)

John C. Lignos, Secretary

AMSTAR
OF WESTERN
NEW YORK INC.

825 Rein Road
Cheektowaga, NY 14225
(716) 204-9755 • Fax: (716) 204-9761
www.amstarwny.com

CORPORATE RESOLUTION

I HEREBY CERTIFY that the following is a true and correct copy of a Resolution duly adopted at a meeting of the Board of Directors of:

Amstar of Western New York, Inc.

A corporation, incorporated under laws of the State of New York, duly called and held on the 27th day of June, 2016, a quorum then being present; that the said resolution has been entered upon the regular minute book of the Corporation and is in accordance with the certificate of incorporation and the by laws and is now in full force and effect:

RESOLVED that the below listed officers of this Corporation are authorized on behalf of this Corporation to sign the Bid Proposal and the Contract Agreement, if awarded, for the following project:

Contract No. W-23 Storage Tank Refurbishing
Erie County Water Authority

Furthermore to sign all related Contract Documents and Surety Bonds required as the act and deed of such Corporation.

Michail Kouimanis, President

WITNESS my hand and seal of the Company this 27th day of June, 2016

(Corporate Seal)

John C. Lignos, Secretary

ERIE COUNTY WATER AUTHORITY
CONTRACT NO: W-23
STORAGE TANK REFURBISHING

A Corporation

By Amstar of Western New York, Inc.
(Corporation Name)

New York
(State of Incorporation)

By _____
(Signature of Officer Authorized to Sign)

Michail Kouimanis
(Printed or Typed Name and Title of Officer Authorized to Sign)
(Attach evidence of authority to sign.)

(CORPORATE

SEAL)

Attest _____
John C. Lignos (Secretary)

License or Registration Number: _____

Business Address: 825 Rein Road

Cheektowaga, NY 14225

Phone No.: 716-204-9755 FAX No.: 716-204-9761

ERIE COUNTY WATER AUTHORITY
CONTRACT NO: W-23
STORAGE TANK REFURBISHING

Limited Liability Company

By _____
(Firm Name)

_____
(State of Formation)

By _____
(Signature of Member/Authorized to Sign)

_____
(Printed or Typed Name and Title of Member Authorized to Sign)
(Attach evidence of authority to sign.)

License or Registration Number: _____

Business Address: _____

_____

Phone No.: _____ FAX No.: _____

ERIE COUNTY WATER AUTHORITY
CONTRACT NO: W-23
STORAGE TANK REFURBISHING

A Joint Venture

Joint Venture Name: _____

By _____
(Signature)

_____ _____
(Printed or Typed Name) (Title)

_____
(Address)

By _____
(Signature)

_____ _____
(Printed or Typed Name) (Title)

_____
(Address)

Phone and FAX number and address for receipt of communications to joint venture:

_____

_____

_____

(Each joint venturer must sign. The manner of signing for each individual, partnership, corporation or limited liability company that is a party to the joint venture shall be in the manner indicated above).

END OF BID FORM

ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK

CONTRACT NO: W-23
STORAGE TANK REFURBISHING
PROJECT NO: 201500177

SECTION 00430

BID FORM SUPPLEMENTS

Bid Security Form

Section 2875 of the Public Authorities Law

Section 2876 of the Public Authorities Law

Section 2878 of the Public Authorities Law

Section 139 of State Finance Law

BID SECURITY FORM

BIDDER (Name and Address):

Amstar of Western New York, Inc.
825 Rein Road
Cheektowaga, NY 14225

SURETY (Name and Address of Principal Place of Business):

Fidelity and Deposit Company of Maryland
PO Box 968038
Schaumburg, IL 60196

OWNER:

Erie County Water Authority
295 Main Street, Room 350
Buffalo, New York 14203

BID

BID DUE DATE: June 28th, 2016

PROJECT:
Contract No: W-23
Storage Tank Refurbishing
Project No: 201500177

BOND

BOND NUMBER: N/A
DATE: (Not later than Bid due date): June 28th, 2016
PENAL SUM: Five Percent of the Total Amount Bid - - - (Words) 5% (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

Amstar of Western New York, Inc. (Seal)
Bidder's Name and Corporate Seal

By: _____
Signature and Title
Michail Koumanis, President

Attest: _____
Signature and Title

SURETY

Fidelity and Deposit Company of Maryland (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title Bradley J. Hall, Attorney-In-Fact
(Attach Power of Attorney)

Witness Attest: _____
Colleen A. Kendziora

1.01 Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2.01 Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3.01 This obligation shall be null and void if:

A. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

B. All Bids are rejected by OWNER, or

C. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5.01 hereof).

4.01 Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5.01 Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6.01 No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4.01 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7.01 Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8.01 Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9.01 Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative, who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10.01 This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11.01 The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

END OF BID BOND

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF New York)
) SS.:
COUNTY OF Erie)

On the 28th day of June in the year 2016, before me, the undersigned, personally appeared Michail Koulmanis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

GAIL E ROBINSON
Notary Public, State of New York
Qualified in Erie County
Commission Expires June 9, 20 19

Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF New York)
) SS.:
COUNTY OF Erie)

On the 28th day of June in the year 2016, before me, the undersigned, personally appeared Bradley J. Hall, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

COLLEEN A KENDZIORA
NOTARY PUBLIC STATE OF NEW YORK
ERIE COUNTY
COMM. EXP. 03/23/20 18

Notary Public

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

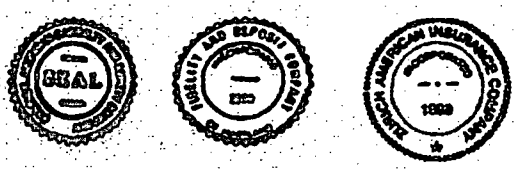
KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Christopher D. ROSS, Victoria RIVERA, Bradley J. HALL, Colleen A. KENDZIORA, Timothy M. TOOLE, Lori A. FAY and Alissa J. WOLF, all of Buffalo, New York, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 26th day of May, A.D. 2016.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: _____
Secretary
Eric D. Barnes

_____
Vice President
Michael Bond

State of Maryland
County of Baltimore

On this 26th day of May, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President,** and **ERIC D. BARNES, Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

_____
Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND
600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

Statement of Financial Condition
As Of December 31, 2015

ASSETS

Bonds		$ 142,878,497
Stocks		22,315,096
Cash and Short Term Investments		337,835
Reinsurance Recoverable		24,731,651
Other Accounts Receivable		19,935,844
TOTAL ADMITTED ASSETS		$ 210,198,923

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses		$ 46,436
Ceded Reinsurance Premiums Payable		40,456,309
Securities Lending Collateral Liability		0
TOTAL LIABILITIES		$ 40,502,745
Capital Stock, Paid Up	$ 5,000,000	
Surplus	164,696,178	
Surplus as regards Policyholders		169,696,178
TOTAL		$ 210,198,923

Securities carried at $57,996,983 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2015 would be $212,137,795 and surplus as regards policyholders $171,635,049.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2015.

Corporate Secretary

State of Illinois
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2016.

Notary Public

DARRYL JOINER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
February 24, 2018

SECTION 2875 OF THE PUBLIC AUTHORITIES LAW

2875. GROUND FOR CANCELLATION OF CONTRACT BY PUBLIC AUTHORITY.

A clause shall be inserted in all specifications or contracts hereafter made or awarded by any public authority or by any official of any public authority created by the state or any political subdivision, for work or services performed or to be performed or goods sold or to be sold, to provide that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

(a) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that;

(b) any and all contracts made with any public authority or official thereof, since the effective date of this law, by such person and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the public authority without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the public authority for goods delivered or work done prior to the cancellation termination shall be paid.

This is to CERTIFY that neither the undersigned nor any member, partner, director, or officer of the firm has refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning a transaction or contract with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath.

Amstar of Western New York, Inc.
(Name of Individual, Partnership or Corporation)

By _____
(Person authorized to sign)
Michail Kouimanis

(SEAL)

SECTION 2876 OF THE PUBLIC AUTHORITIES LAW

2876. DISQUALIFICATION TO CONTRACT WITH PUBLIC AUTHORITY

Any person who, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or any official of any public authority created by the state or any political subdivision, for goods, work or services, for a period of five years after such refusal or until a disqualification shall be removed pursuant to the provisions of section twenty-six hundred three of this article.

It shall be the duty of the officer conducting the investigation before the grand jury, the head of a state department, the chairman of the temporary state commission or other state agency, the organized crime task force in the department of law, the head of a city department or other city agency before which the refusal occurs to send notice of such refusal, together with the names of any firm, partnership or corporation of which the person so refusing is known to be a member, partner, officer or director, to the commissioner of transportation of the state of New York, or the commissioner of general services as the case may be, and the appropriate departments, agencies and officials of the state, political subdivisions thereof or public authorities with whom the persons so refusing and any firm, partnership or corporation of which he is a member, partner, director or officer, is known to have a contract. However, when such refusal occurs before a body other than a grand jury, notice of refusal shall not be sent for a period of ten days after such refusal occurs. Prior to the expiration of this ten day period, any person, firm, partnership or corporation which has become liable to the cancellation or termination of a contract or disqualification to contract on account of such refusal may commence a special proceeding at a special term of the supreme court, held within the judicial district in which the refusal occurred, for an order determining whether the questions in response to which the refusal occurred were relevant and material to the inquiry. Upon the commencement of such proceeding, the sending of such notice of refusal to answer shall be subject to order of the court in which the proceeding was brought in a manner and on such terms as the court may deem just. If a proceeding is not brought within ten days, notice of refusal shall thereupon be sent as provided herein.

SECTION 2878 OF THE PUBLIC AUTHORITIES LAW

2878. STATEMENT OF NON-COLLUSION IN BIDS OR PROPOSALS TO PUBLIC AUTHORITY.

(1) Every bid or proposal hereafter made to a public authority or to any official of any public authority created by the state or any political subdivision, where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

NON-COLLUSIVE BIDDING CERTIFICATION

(a) By submission of this bid, EACH BIDDER AND EACH PERSON SIGNING ON BEHALF OF ANY BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, under penalty of perjury, that to the best of his knowledge and belief: (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items to be procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

The undersigned CERTIFIES, under penalty of perjury, that he is authorized to make this bid and execute this statement of non-collusion; that each of the statements contained in (1), (2) and (3) of paragraph (a) are true; that he is familiar with the statements and restrictions contained in paragraph (b) and the paragraph regarding the publication of price lists, etc. and such statements and restrictions are true and have been complied with by the bidder.

Amstar of Western New York, Inc.
(Name of Individual, Partnership, or Corporation)

By _____
Michail Kouimanis, President

(SEAL)

FORMS A, B, and C

SECTION 139 OF STATE FINANCE LAW

Pursuant to State Finance Law §§139–j and 139–k, this Invitation to Bid includes and imposes certain restrictions on communications between a Governmental Entity and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers, through final award and approval of the Procurement Contract by the Governmental Entity. The designated contact is identified in the Notice to Bidders. Governmental Entity employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found in §§139–j and 139–k of the New York State Finance Law and the Erie County Water Authority's Procurement Disclosure Policy.

Form A - Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law.

Form B - Offerer's Certification of Compliance with State Finance Law.

Form C - Offerer's Disclosure of Prior Non-Responsibility Determinations.

Contract Termination Provision.

FORM A

Offerer's Affirmation of Understanding of and Agreement Pursuant to State Finance Law §139–j(3) and §139–j(6)(b)

Instructions:

A Governmental Entity must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible contacts in the restricted period for a procurement contract in accordance with State Finance Law §139–j and §139–k. It is required that this affirmation be obtained as early as possible in the procurement process, but no later than when the Offerer submits its proposal.

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible contacts as required by State Finance Law §139–j(3) and §139–j(6)(b).

By: _____ Date: June 28, 2016

Name: Michail Kouimanis

Title: President

Contractor Name: Amstar of Western New York, Inc.

Contractor Address: 825 Rein Road

Cheektowaga, NY 14225

FORM B

Offerer's Certification of Compliance With State Finance Law §139–k(5)

Instructions:

A Governmental Entity must obtain the required Certification that the information is complete, true, and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139–j. The Offerer must agree to the Certification and provide it to the procuring Governmental Entity. It is required that the Certification be obtained as early as possible in the process, but no later than when an Offerer submits its proposal.

Offerer Certification:

I certify that all information provided to the Governmental Entity with respect to State Finance Law §139–k is complete, true, and accurate.

By: _____ Date: June 28, 2016

Name: Michail Kouimanis

Title: President

Contractor Name: Amstar of Western New York, Inc.

Contractor Address: 825 Rein Road

Cheektowaga, NY 14225

FORM C

Offerer's Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139–k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139–j. In accordance with State Finance Law §139–k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139–j; or (b) the intentional provision of false or incomplete information to a Government Entity.

The terms "Offerer" and "Governmental Entity" are defined in State Finance Law §139–k(1). State Finance Law §139–j sets forth detailed requirements about the restrictions on contacts during the procurement process. A violation of State Finance Law §139–j includes, but is not limited to, an impermissible contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139–k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §139–j(10)(b) and §139–k(3).

Instructions:

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139–k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Governmental Entity conducting the Governmental Procurement no later than when the Offerer submits its proposal.

FORM C (Continued)

Offerer's Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Amstar of Western New York, Inc.

Address: 825 Rein Road

Cheektowaga, NY 14225

Name and Title of Person Submitting this Form: Michail Kouimanis, President

Contract Procurement Number: W-23

Date: June 28, 2016

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle): (No) Yes

   If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139–j (Please circle): (No) Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle) (No) Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

FORM C (Continued)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle): (No) Yes

6. If yes, please provide details below.
   Governmental Entity: _____

   Date of Termination or Withholding of Contract: _____

   Basis of Termination or Withholding:

   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____

   (Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true, and accurate.

By: _____ Date: June 28, 2016
Signature

Name: Michail Kouimanis

Title: President

Contract Termination Provision

Instructions:

A Contract Termination Provision will be included in each Procurement Contract governed by State Finance Law §139–k. New York State Finance Law §139-k(5) provides that every procurement contract award subject to the provisions of State Finance Law §§139–k and 139–j shall contain a provision authorizing the Governmental Entity to terminate the contract in the event that the certification is found to be intentionally false or intentionally incomplete. This statutory contract language authorizes, but does not mandate, termination. "Government Entity" and "procurement contract" are defined in State Finance Law §139–k(l).

This required clause will be included in a covered procurement contract.

A sample of the Termination Provision is included below. If a contract is terminated in accordance with State Finance Law §139–k(5), the Governmental Entity is required to include a statement in the procurement record describing the basis for any action taken under the termination provision.

Sample Contract Termination Provision

The Governmental Entity reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law §139–k was intentionally false or intentionally incomplete. Upon such finding, the Governmental Entity may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

END OF BID FORM SUPPLEMENTS

ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK

CONTRACT NO: W-23
STORAGE TANK REFURBISHING
PROJECT NO: 201500177

SECTION 00450

BIDDER'S QUALIFICATION STATEMENT

(Completion of this statement is required in advance of consideration for award of Contract.)

SUBMITTED TO:

Erie County Water Authority
295 Main Street, Room 350
Buffalo, New York 14203

SUBMITTED FOR:

Erie County Water Authority
Contract No: W-23
Storage Tank Refurbishing
ECWA Project No. 201500177

SUBMITTED BY:

Name of Organization: Amstar of Western New York, Inc.
(Print or Type Name of Bidder)

Name of Individual: Michail Kouimanis

Title: President

Business Address: 825 Rein Road

Cheektowaga, NY 14225

Telephone No.: 716-204-9755

Fax No.: 716-204-9761

Gentlemen:

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

(Note: Attach additional sheets as required.)

1.0 Bidder's General Business Information

1.1 Check if:

☑ Corporation o Partnership o Joint Venture o Sole Proprietorship

If Corporation:

A. Date and State of Incorporation:

April 2, 1993 New York State

B. List of Executive Officers:

Name	Title
Michail Kouimanis	President / Treasurer
John C. Lignos	Vice President / Secretary

If Partnership:

A. Date and State of Organization:

B. Names of Current General Partners:

C. Type of Partnership

o General o Publicly Traded

o Limited o Other (described): _____

If Joint Venture:

A. Date and State of Organization:

_____

_____

B. Name, Address and Form of Organization of Joint Venture Partners: (Indicate managing partner by an asterisk *):

_____

_____

_____

_____

_____

If Sole Proprietorship:

A. Date and State of Organization:

_____

_____

B. Name and Address of Owner or Owners:

_____

_____

_____

_____

2.0 How many years has your organization been in business as a general contractor? 23

3.0 If your organizational structure has changed within the past five years, provide data as listed above in Item 1.0 for your previous organization.

4.0 We normally perform 100% percent of the work with our own forces. List work normally subcontracted.

5.0 Has any construction contract to which you have been a party been terminated by the owner; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with a contract for which they furnished a bond on your behalf? If the answer to any portion of this question is "yes", furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project. No

6.0 Has any officer or partner of your organization ever been an officer or partner of another organization that had any construction contract terminated by the owner; terminated work on a project prior to its completion for any reason; had any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond? If the answer to any portion of this question is "yes", furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project. No

7.0 In the last five years, has your organization, or any predecessor organization, failed to substantially complete a project in a timely manner? If the answer to this question is "yes", furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project. No

8.0 On Schedule A, attached, list name, location and description of project, owner, architect or engineer, contract price, percent complete and scheduled completion of the major construction projects your organization has in progress on this date. Provide name, address and telephone number of a reference for each project listed.

9.0 On Schedule B, attached, list name, location and description of project, owner, architect or engineer, contract price, date of completion and percent of work with your own forces of major projects of the same general nature as this project which your organization has completed in the past five years. Provide name, address and telephone number of a reference for each project listed.

10.0 On Schedule C, attached, list name and construction experience of the principal individuals of your organization directly involved in construction operations.

10.1 On Schedule D, attached, list OSHA Information requested.

11.0 List the states and categories of construction in which your organization is legally qualified to do business. See Enclosed Contractor's Qualification Statement

12.0 Provide the following for your surety:

12.1 Surety Company: Fidelity and Deposit Company of Maryland

12.2 Agent: Lawley Construction Solutions

A. Address: 361 Delaware Avenue, Buffalo, NY 14202

B. Telephone No.: 716-849-8296 , Bradley Hall

12.3 What is your approximate total bonding capacity?

o $500,000 to $2,000,000
o $2,000,000 to $5,000,000
o $5,000,000 to $10,000,000
✓ $10,000,000 or more

13.0 Provide the following with respect to an accredited banking institution familiar with your organization.

13.1 Name of Bank: M & T Bank

13.2 Address: One Fountain Plaza, Buffalo, NY 14203

13.3 Account Manager: Andrew Constantino

13.4 Telephone No.: 716-848-7315

14.0 Provide the name, address and telephone number of an individual who represents a major equipment/material supplier whom the Owner may contact for a financial reference:

15.0 Attach a financial statement, prepared on an accrual basis, in a form which clearly indicates Bidder's assets, liabilities and net worth.

15.1 Date of financial statement: December 31, 2015

15.2 Name of firm preparing statement: Chiampou Travis Besaw & Kershner LLP

16.0 Dated at Cheektowaga, this 28th day of June, 2016.

Bidder: Amstar of Western New York, Inc.
(Print or Type Name of Bidder)

By: _____

Michail Kouimanis

Title: President

Attachments A, B, C, and D

(Seal, if corporation)

----------(Affidavit for Individual)----------

_____ being duly sworn, deposes and says that: a) the financial statement, taken from his/her books, is a true and accurate statement of his/her financial condition as of the date thereof; and b) all of the foregoing qualification information is true, complete, and accurate.

----------(Affidavit for Partnership)----------

_____ being duly sworn, deposes and says that: a) he/she is a member of the partnership of _____; b) he/she is familiar with the books of said partnership showing its financial condition; c) the financial statement, taken from the books of said partnership, is a true and accurate statement of the financial condition of the partnership as of the date thereof; and d) all of the foregoing qualification information is true, complete, and accurate.

----------(Affidavit for Corporation)----------

Michail Kouimanis being duly sworn, deposes and says that: a) he/she is President of Amstar of Western New York, Inc.; (Full name of Corporation) b) he/she is familiar with the books of said corporation showing its financial condition; c) the financial statement, taken from the books of said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof; and d) that all of the foregoing qualification information is true, complete, and accurate.

----------(Acknowledgment)----------

Michail Kouimanis being duly sworn, deposes and says that he/she is President of Amstar of Western New York, Inc.; (Name of Bidder) that he/she is duly authorized to make the foregoing affidavit and that he/she makes it on behalf of

( ) himself/herself; ( ) said partnership; (✓) said corporation.

Sworn to before me this 28th day of June, 20 16, in the County of Erie, State of New York.

GAIL E ROBINSON
Notary Public, State of New York
Qualified in Erie County
Commission Expires June 9, 2019

_____
(Notary Public)

My commission expires June 9, 2019

(Seal)

END OF BIDDER QUALIFICATIONS STATEMENT

ATTACHMENT A

SCHEDULE A
PROJECTS IN PROGRESS

Name, Location and Description of Project	Owner	Architect or Engineer	Contract Price	Percent Complete	Scheduled Completion	Reference/Contract Include Address and Phone

See Enclosed Contractor's Qualification Statement

ATTACHMENT B

SCHEDULE B
PROJECTS COMPLETED

Name, Location and Description of Project	Owner	Architect or Engineer	Date Completed	Contract Price	Percent with Own Forces	Reference/Contract Include Address and Phone

See Enclosed Contractor's Qualification Statement

ATTACHMENT C

SCHEDULE C
PERSONNEL

Name	Position	Date Started With This Organization	Date Started In Construction	Prior Positions and Experience In Construction

See Enclosed Contractor's Qualification Statement

ATTACHMENT D

SCHEDULE D
OSHA INFORMATION

List all Occupational Safety and Health Administration Citations for the last three years, including date, subject matter, and penalty.

See Enclosed

Attach copies of all determined Citations and Notification of Penalty, Form OSHA 2.

Describe all pending cases, giving pertinent information such as apparent violations, location of project, type of project, and present status.

List any additional information on the back or attach a separate sheet if necessary

AMSTAR
OF WESTERN
NEW YORK INC.
825 Rein Road
Cheektowaga, NY 14225
(716) 204-9755 • Fax: (716) 204-9761
www.amstarwny.com

June 28, 2016

To whom it may concern:

RE: Amstar of Western New York, Inc.'s OSHA Citations

Ladies and Gentlemen:

Amstar of Western New York, Inc. is committed in providing a safe and healthy work environment for its employees and other personnel involved at its job sites.

In regard to recent OSHA citations, Amstar has taken the following corrective actions to correct safety and health issues and to prevent them from reoccurring:

Inspection Number 958388 – 2/10/2014

Citation 1 Item 1
Deleted

Citation 1 Item 2
Compressed gas cylinders were not secured in an upright position.
Amstar employee was not aware that the empty cylinders were to be treated as if they were full even when empty. Safety meeting was held on 29CFR1926.350(a)(9). Violation was corrected during the inspection.
During informal conference, citation was changed from serious to other and penalty reduced from $1,890.00 to $1,000.00.

Citation 1 Item 3
Extension cord was damaged and left in service.
Safety meeting was held and electrical inspection was added to the daily safety inspection check list. Violation was corrected during inspection.
At the informal conference, citation was changed from serious to other and penalty reduced from $1,890.00 to $1,000.00

Inspection Number 958946 – 2/11/2014

Citation 1 Item 1

Employee was wearing ½ Face tight fitting respirator with facial hair.
Safety meeting was held with all onsite employees. Foreman, competent person and the employee that was wearing the respirator were all given written warnings.
Amstar also purchased two additional loose fitting supplied air welding helmets for use with facial hair.
Violation was corrected during the inspection.
At the informal settlement conference, citation was changed from serious to other and penalty reduced from $2,520.00 to $1,000.00

Citation 1 Item 2

Deleted

Sincerely,

AMSTAR OF WESTERN NEW YORK, INC.

John Lignos
Vice President

JL:gr

UNITED STATES
DEPARTMENT OF LABOR

OSHA

Find it in OSHA

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Inspection Detail

Quick Link Reference

958946.015 | 958388.015

Case Status: CLOSED

Inspection: 958946.015 - Amstar Of Western New York, Inc.

Inspection Information - Office: Providence

Nr: 958946.015 Report ID: 0112300 Open Date: 02/11/2014

Amstar Of Western New York, Inc.
North Brayton Road
Tiverton, RI 02878
SIC:
NAICS: 237110/Water and Sewer Line and Related Structures Construction
Mailing: 825 Rein Road, Cheektowaga, NY 14225

Union Status: NonUnion

Inspection Type:	Planned		
Scope:	Partial	Advanced Notice:	N
Ownership:	Private		
Safety/Health:	Health	Close Conference:	02/11/2014
Emphasis:	P:Ctarget, N:Ctarget	Close Case:	07/25/2014

Case Status: CLOSED

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	2					2
Current Violations				1		1
Initial Penalty	$5,040					$5,040
Current Penalty				$1,000		$1,000
FTA Amount						

Violation Items

	#	ID	Type	Standard	Issuance	Abate	Curr$	Init$	Fta$	Contest	LastEvent
Deleted	1.	01001	Serious	19100134 G01 I	05/19/2014		$0	$2,520	$0		I - Informal Settlement
	2.	01002	Other	19260021 B06 I	05/19/2014	05/29/2014	$1,000	$2,520	$0		I - Informal Settlement

Inspection Information - Office: Providence

Nr: 958388.015 Report ID: 0112300 Open Date: 02/10/2014

Amstar Of Western New York Inc.
Water Tank North Brayton Rd.
Tiverton, RI 02878

Union Status: NonUnion

SIC:
NAICS: 238990/All Other Specialty Trade Contractors
Mailing: 825 Rein Rd., Cheektowaga, NY 14225

Inspection Type:	Planned		
Scope:	Complete	Advanced Notice:	N
Ownership:	Private		
Safety/Health:	Safety	Close Conference:	02/10/2014
Emphasis:	P:Target, L:Fall, N:Target	Close Case:	07/25/2014

Case Status: CLOSED

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	3					3
Current Violations				2		2
Initial Penalty	$5,670					$5,670
Current Penalty				$2,000		$2,000
FTA Amount						

Violation Items

	#	ID	Type	Standard	Issuance	Abate	Curr$	Init$	Fta$	Contest	LastEvent
Deleted	1.	01001	Serious	19260350 A01	05/19/2014		$0	$1,890	$0		I - Informal Settlement
	2.	01002	Other	19260350 A09	05/19/2014		$1,000	$1,890	$0		I - Informal Settlement
	3.	01003	Other	19260404 B01 III C	05/19/2014		$1,000	$1,890	$0		I - Informal Settlement

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UNITED STATES
DEPARTMENT OF LABOR

Occupational Safety & Health Administration
200 Constitution Ave., NW,
Washington, DC 20210
800-321-OSHA (6742)
TTY
www.OSHA.gov

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FEDERAL GOVERNMENT

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Affordable Care Act
Disaster Recovery Assistance
USA.gov
Plain Writing Act
Recovery Act
No Fear Act
U.S. Office of Special Counsel

AMSTAR OF WESTERN NEW YORK, INC.
AND AFFILIATES

Consolidated Financial Statements
For the Year Ended December 31, 2015
and For the Nine Months Ended
December 31, 2014
with
Independent Auditors' Report

AMSTAR OF WESTERN NEW YORK, INC. AND AFFILIATES

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Chiampou Travis Besaw & Kershner LLP
CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS
45 Bryant Woods North | Amherst | New York 14228 | Phone 716 630 2400 Fax 716 630 2401 | Chiampou.com

Charles W. Chiampou, CPA, JD
Robert J. Travis, CPA
Kelly G. Besaw, CPA, CVA
Eugene G. Kershner, CPA
D. Scott Sutherland, CPA
Stephen R. Brady, CPA, JD
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Eric D. Colca, CPA, CVA
Michael Schaffstall, CPA
Garret R. Alexin, CPA, MBA
David A. Urban, CPA, MBA
Cheryl A. Jankowski, CPA
Karen M. Antonetti, CPA, CCIFP

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Amstar of Western New York, Inc. and Affiliates
Cheektowaga, New York

We have audited the accompanying consolidated financial statements of Amstar of Western New York, Inc. and Affiliates, which comprise the consolidated balance sheets as of December 31, 2015 and 2014, and the related consolidated statements of income, of comprehensive income, of changes in stockholders' equity, and of cash flows for the year ended December 31, 2015, and for the nine months ended December 31, 2014, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Amstar of Western New York, Inc. and Affiliates as of December 31, 2015 and 2014, and the results of their operations and their cash flows for the year ended December 31, 2015, and for the nine months ended December 31, 2014, in accordance with accounting principles generally accepted in the United States of America.

Chiampou Travis Besaw & Kershner LLP

February 16, 2016

AMSTAR OF WESTERN NEW YORK, INC. AND AFFILIATES

CONSOLIDATED BALANCE SHEETS
DECEMBER 31, 2015 AND 2014

	2015	2014
ASSETS		
CURRENT ASSETS:		
Cash	$ 1,474,982	$ 2,558,954
Accounts receivable (including retention of $365,806 and $401,360)	3,923,765	4,413,518
Accounts receivable, other	48,301	41,610
Costs and estimated earnings in excess of billings on uncompleted contracts	491,717	289,670
Other current assets	373,806	428,417
Total current assets	6,312,571	7,732,169
PROPERTY AND EQUIPMENT:		
Land	200,206	200,206
Building	359,100	359,100
Machinery and equipment	7,321,846	6,838,162
Vehicles	1,769,350	1,557,681
Office equipment	121,395	121,395
Leasehold improvements	368,116	347,536
	10,140,013	9,424,080
Less accumulated depreciation	(8,001,037)	(7,648,941)
Net property and equipment	2,138,976	1,775,139
OTHER ASSETS:		
Loans receivable - stockholders	1,730,521	865,810
Receivable - split-dollar life insurance agreements	746,687	686,029
Other	35,839	36,897
Total other assets	2,513,047	1,588,736
	$ 10,964,594	$ 11,096,044

See notes to consolidated financial statements.

(Continued)

AMSTAR OF WESTERN NEW YORK, INC. AND AFFILIATES

CONSOLIDATED BALANCE SHEETS
DECEMBER 31, 2015 AND 2014

	2015	2014
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Current portion of long-term debt	$ 241,139	$ 218,976
Short-term finance agreement	84,496	-
Accounts payable	806,419	651,107
Accrued expenses	707,142	868,748
Billings in excess of costs and estimated earnings on uncompleted contracts	2,868,202	1,710,772
Total current liabilities	4,707,398	3,449,603
LONG-TERM LIABILITIES:		
Long-term debt, net of current maturities	925,331	659,140
Loan payable - stockholder	-	234,287
Deferred income taxes	122,074	131,506
Total long-term liabilities	1,047,405	1,024,933
STOCKHOLDERS' EQUITY:		
Amstar of Western New York, Inc. stockholders' equity:		
Common stock, no par value; 200 shares authorized, 70 shares issued and outstanding	102,500	102,500
Retained earnings	2,825,194	4,452,986
Total Amstar of Western New York, Inc. stockholders' equity	2,927,694	4,555,486
Non-controlling interest in variable interest entities:		
Common stock, no par value; 400 shares authorized, 140 shares issued and outstanding	2,000	2,000
Retained earnings	1,607,716	1,346,444
Members' equity	655,394	696,112
Accumulated other comprehensive income	16,987	21,466
Total non-controlling interest in variable interest entities	2,282,097	2,066,022
Total stockholders' equity	5,209,791	6,621,508
	$ 10,964,594	$ 11,096,044

(Continued)

See notes to consolidated financial statements.

AMSTAR OF WESTERN NEW YORK, INC. AND AFFILIATES

CONSOLIDATED BALANCE SHEETS
DECEMBER 31, 2015 AND 2014

The assets of the consolidated variable interest entities (see Note 2) that can be used only to settle obligations of the consolidated variable interest entities (other than outstanding obligations to the bank, see Note 8), and the liabilities of the consolidated variable interest entities for which creditors do not have recourse to the general credit of Amstar of Western New York, Inc. at December 31, 2015 and 2014 were as follows:

	2015	2014
ASSETS		
Cash	$ 168,061	$ 70,326
Accounts receivable (including retention of $75,721 and $19,600)	389,693	621,595
Accounts receivable, other	2,362	-
Cost and estimated earnings in excess of billings on uncompleted contracts	4,277	15,410
Other current assets	51,679	72,749
Property and equipment, net	658,335	628,150
Loans receivable - stockholders	505,312	731,920
Loans receivable - affiliates	1,202,195	1,040,132
Other assets, net	10,839	11,897
	$ 2,992,753	$ 3,192,179
LIABILITIES		
Accounts payable	$ 19,030	$ -
Accrued expenses	154,659	318,725
Billing in excess of cost and estimated earnings on uncompleted contracts	11,735	23,597
Loan payable - affiliates	174,364	-
Other liabilities	-	22,237
	$ 359,788	$ 364,559

(Concluded)

See notes to consolidated financial statements.

AMSTAR OF WESTERN NEW YORK, INC. AND AFFILIATES

CONSOLIDATED STATEMENTS OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2015
AND FOR THE NINE MONTHS ENDED DECEMBER 31, 2014

	2015	2014
CONTRACT REVENUES	$ 29,678,215	$ 25,270,447
COST OF CONTRACT REVENUES	25,020,584	20,615,328
GROSS PROFIT	4,657,631	4,655,119
GENERAL AND ADMINISTRATIVE EXPENSES	3,363,367	2,396,678
INCOME FROM OPERATIONS	1,294,264	2,258,441
OTHER INCOME (EXPENSE)		
Interest income	35,063	23,167
Interest expense	(67,385)	(50,771)
Other income (expense)	(15,498)	16,696
NET INCOME	1,246,444	2,247,533
NET INCOME (LOSS) ATTRIBUTABLE TO NON-CONTROLLING INTEREST IN VARIABLE INTEREST ENTITIES	374,237	(7,703)
NET INCOME ATTRIBUTABLE TO AMSTAR OF WESTERN NEW YORK, INC.	$ 872,207	$ 2,255,236

See notes to consolidated financial statements.

AMSTAR OF WESTERN NEW YORK, INC. AND AFFILIATES

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
FOR THE YEAR ENDED DECEMBER 31, 2015
AND FOR THE NINE MONTHS ENDED DECEMBER 31, 2014

	2015	2014
NET INCOME	$ 1,246,444	$ 2,247,533
OTHER COMPREHENSIVE LOSS:		
Net unrealized loss on investments	(4,479)	(870)
COMPREHENSIVE INCOME	1,241,965	2,246,663
COMPREHENSIVE INCOME (LOSS) ATTRIBUTABLE TO NON-CONTROLLING INTEREST IN VARIABLE INTEREST ENTITIES	369,758	(8,573)
COMPREHENSIVE INCOME ATTRIBUTABLE TO AMSTAR OF WESTERN NEW YORK, INC.	$ 872,207	$ 2,255,236

See notes to consolidated financial statements.

AMSTAR OF WESTERN NEW YORK, INC.
825 REIN ROAD
CHEEKTOWAGA, NEW YORK 14225

PHONE (716) 204-9755 / FAX (716) 204-9761

CONTRACTOR'S QUALIFICATION STATEMENT

Work Information and Reference Report

AMSTAR OF WESTERN NEW YORK, INC.
825 Rein Road
Cheektowaga, NY 14225

Phone: (716) 204-9755 FAX: (716) 204-9761

Website: amstarwny.com

FED ID # 16-1442551

Incorporated in the State of New York on April 2, 1993

Nature of Business: Surface Preparation and Application of Protective Coatings
– Industrial and Commercial Painting

States Qualified to do Business: New York ● Connecticut ⊙ Maine ● Maryland
Massachusetts ● New Hampshire ⊙ New Jersey
Ohio ⊙ Pennsylvania ● Rhode Island ● Vermont
Virginia ⊙ North Carolina

Principals/Corporate Officers:

Michail Kouimanis, President
9366 Hunting Valley S.
Clarence, NY 14031

John C. Lignos, Vice President
6215 Bunting Road
Orchard Park, NY 14127

Bonding Agent:

Lawley Service Inc.	361 Delaware Avenue Buffalo, NY 14202	Phone: 716-849-8686 Fax: 716-849-8291

Bank Reference:

M & T Bank Andrew Constantino	One Fountain Plaza Buffalo, NY 14203	Phone: 716-848-7315 Fax: 716-848-7318

Work References

General Contractors

Oakgrove Construction 6900 Seneca St. Elma, NY 14059	Contact: Vincent Barbera	Phone: 716-652-2200
L.C. Whitford Co., Inc. 164 North Main St. Wellsville, NY 14895	Contact: Chuck Montanya	Phone: 585-593-3601
Sealand Construction 85 High Tech Dr. Rush, NY 14543	Contact: Wendell Hercules	Phone: 585-359-9242
Economy Paving Co., Inc. 1819 Rte 13 Cortland, NY 13045	Contact: Paul Sweeney	Phone: 607-756-2819

Work References (con't)

Engineers

CRA Infrastructure & Engineering, Inc. 268 Main St., Suite 600 Buffalo, NY 14202	Contact: Dan Kolkmann	Phone: 716-856-2142
Professional Consulting Inc. Octagon 10 Office Center 1719 Route 10, Suite 314 Parsippany, NJ 07054	Contact: Ben DeMario, Sr.	Phone: 973-683-0044
R.L. Merrithew P.O. Box 177 Raynham Center, MA 02768	Contacts: Ken Lunetta/ Dave Merrithew	Phone: 508-279-9965

Owners

NYS Dept of Transportation – Buffalo 75 Evans Street Buffalo, NY 14075	Contact: Charles Whetstone	Phone: 716-648-5533
NYS Dept of Transportation – Utica 207 Genesee St. Utica, NY 13501	Contact: Fred Kittleman	Phone: 315-793-2475
New Hampshire DOT 1 Hazen Drive Concord, NH 03302	Contacts David Reimers/ Jerry Zoeller	Phone: 603-271-3734

Material Suppliers

Carboline	Contact: Russell Foti	Phone: 716-969-9831
Tnemec	Contact: Carl Bye	Phone: 315-682-2521
Ervin Industries	Contact: Dave Gernhardt	Phone: 734-769-4600

AMSTAR OF WESTERN NEW YORK, INC.

STATUS OF CONTRACTS ON HAND

March 31, 2016

OWNER	PROJECT NUMBER & DESCRIPTION	CONTRACT AMOUNT	PERCENT COMPLETE	BALANCE TO COMPLETE	ESTIMATED DATE OF COMPLETION
NYS DOT	D262740 - Bridge Painting, Delaware, Otsego & Schoharie Co., NY	1,678,000	62%	645,276	May-16
NYS DOT	D262862 - Bridge Painting, Onondaga Co., NY	3,456,000	74%	884,963	Jul-16
NYS DOT	D262860 - Paint 10 Bridges, Jefferson Co., NY	4,430,742	74%	884,964	Oct-16
NYS DOT	NYSDOT - D263016 Paint 8 Bridges, Cattaraugus, Chautauqua & Erie Co., NY	1,413,000	0%	1,413,000	Apr-16
Maine DOT	MEDOT -WIN Morse Bridge Painting in Rumford, ME	1,378,000	0%	1,378,000	Oct-16
NYS Thruway Authority	TAB 16-3BP - Paint 7 Bridges in Monroe & Erie Co., NY	3,025,998	0%	3,025,998	Nov-16
Columbia County, PA	T-302 Happy Valley Road Bridge Painting Columbia Co., PA	108,000	0%	108,000	Jun-16
South Huntington Water Dist	SWHD 15-04 - Painting & Rehabilitation of Tank 14 in Huntington, NY	1,595,000	0%	1,595,000	May-17
		17,084,740		9,935,201	

AMSTAR OF WESTERN NEW YORK, INC.

PROJECTS 2015

D262370 ORANGE CO.

OWNER: NYS DEPT OF TRANSPORTATION - REG 8
ADDRESS: 4 BURNETT BLVD
POUGHKEEPSIE, NY 12603

PROJECT: PAINTING OF 4 BRIDGES

LOCATION: PORT JERVIS, NY

CLASS 1A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: MARK KLINGBEIL
HARRISON & BURROWES BRIDGE CONSTRUCTORS

PHONE #: 518-465-6254
FAX #: 518-465-3622

CONTRACT AMOUNT: $1,231,000.00

START DATE: MAY 2014
COMPLETION DATE: JUNE 2016

MILLER ROAD WATER TANK REHABILITATION

OWNER: TOWN OF COLONIE DPW
ADDRESS: 347 OLD NISKAYUNA ROAD
LATHAM, NY 12110

PROJECT: CLEAN & PAINT 1MG WATER TANK

LOCATION: LATHAM, NY

CLASS A CONTAINMENT
SP6 SURFACE PREPARATION - EXTERIOR
SP10 SURFACE PREPARATION - INTERIOR
LEAD REMOVAL

CONTACT: ROBERT FLORES
C.T. MALE ASSOCIATES
PHONE #: 518-786-7400
FAX #:

CONTRACT AMOUNT: $708,500.00

START DATE: AUGUST 2014
COMPLETION DATE: MARCH 2015

CORFU & SPENCERPORT TANKS

OWNER: MONROE COUNTY WATER AUTHORITY
ADDRESS: 475 NORRIS DRIVE
ROCHESTER, NY 14610

PROJECT: CLEAN & PAINT 650,000 GAL TANK &
1MG TANK & PERFORM STEEL REPAIRS

LOCATION: CORFU & SPENCERPORT, NY

CLASS A CONTAINMENT
SP6 SURFACE PREPARATION - EXTERIOR
SP10 SURFACE PREPARATION - INTERIOR
LEAD REMOVAL

CONTACT: TOD FERGUSON

PHONE #: 585-442-2000
FAX #: 585-442-0220

CONTRACT AMOUNT: $987,000.00

START DATE: OCTOBER 2013
COMPLETION DATE: MARCH 2015

STONE BRIDGE TANK PAINTING

OWNER: STONE BRIDGE FIRE DISTRICT

ADDRESS: 1761 MAIN ROAD
TIVERTON, RI 02787

PROJECT: CLEAN & PAINT 1MG & .5MG TANKS

LOCATION: TIVERTON, RI

SP11 SPOT CLEAN SURFACE PREPARATION - EXTERIOR
SP10 SURFACE PREPARATION - INTERIOR

CONTACT: RICHARD CHIODINI, PE

PHONE #: 401-527-7950
FAX #: 877-645-2883

CONTRACT AMOUNT: $554,000.00

START DATE: NOVEMBER 2013
COMPLETION DATE: MARCH 2015

ERIE COUNTY WATER AUTHORY REFURBISHING OF 3 WATER TANKS

OWNER: ERIE COUNTY WATER AUTHORITY
ADDRESS: 295 MAIN STREET
BUFFALO, NY 14203

CONTACT: CATHERINE KNAB WENDEL
PHONE #: 716-688-0766
FAX #: 716-625-6825

PROJECT: CLEAN & PAINT 4.4 MG, 2MG & 1.5 MG TANKS & PERFORM STEEL REPAIRS

CONTRACT AMOUNT: $1,122,900.00

LOCATION: LANCASTER & ORCHARD PARK, NY

START DATE: FEBRUARY 2015
COMPLETION DATE: DECEMBER 2015

SP11 SURFACE PREPARATION - EXTERIOR OVERCOAT
SP10 SURFACE PREPARATION - INTERIOR

WILSON BURT BRIDGE REHABILITATION

OWNER: NIAGARA COUNTY DPW
ADDRESS: 59 PARK AVENUE
LOCKPORT, NY 14094

CONTACT: WILLIAM BAUER
EDBAUER CONSTRUCTION
PHONE #: 716-883-0280
FAX #: 716-883-0720

PROJECT: BRIDGE PAINTING

LOCATION: NEWFANE, NY

CONTRACT AMOUNT: $595,000.00

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

START DATE: JANUARY 2015
COMPLETION DATE: DECEMBER 2015

D262579 DELAWARE CO.

OWNER: NYS DEPT OF TRANSPORTATION - REG 9
ADDRESS: 44 HAWLEY STREET
BINGHAMTON, NY 13901

CONTACT: PAUL SWEENEY
ECONOMY PAVING CO.
PHONE #: 607-756-2819
FAX #: 607-756-4742

PROJECT: BRIDGE PAINTING

LOCATION: RT 28 OVER WEST BRANCH OF DELAWARE RIVER
DELHI, NY

CONTRACT AMOUNT: $412,000.00

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

START DATE: APRIL 2015
COMPLETION DATE: DECEMBER 2015

D262735 ERIE COUNTY

OWNER: NYS DEPT OF TRANSPORTATION
ADDRESS: 100 SENECA ST
BUFFALO, NY 14203

CONTACT: FAISAL HUSSAIN, EIC

PHONE #: 716-831-7057
FAX #: 716-847-3823

PROJECT: PAINTING 9 BRIDGES

LOCATION: AMHERST, NY

CONTRACT AMOUNT: $4,312,000.00

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

START DATE: 'APRIL 2015
COMPLETION DATE: SEPT 2015

D262736 NIAGARA COUNTY

OWNER: NYS DEPT OF TRANSPORTATION
ADDRESS: 100 SENECA ST
BUFFALO, NY 14203

PROJECT: PAINTING 9 BRIDGES

LOCATION: NIAGARA FALLS, MIDDLEPORT, ROYALTON & LOCKPORT, NY

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: FAISAL HUSSAIN, EIC

PHONE #: 716-831-7057
FAX #: 716-847-3823

CONTRACT AMOUNT: $1,376,000.00

START DATE: MARCH 2015
COMPLETION DATE: JULY 2015

D262740 DELAWARE, OTSEGO & SCHOHARIE CO.

OWNER: NYS DEPT OF TRANSPORTATION - REG 9
ADDRESS: 44 HAWLEY STREET
BINGHAMTON, NY 13901

PROJECT: PAINTING 12 BRIDGES

LOCATION: VARIOUS IN DELAWARE, OTSEGO & SCHOHARIE COUNTIES, NY

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: TOM HOSKINS

PHONE #: 607-721-8097
FAX #: 607-7218119

CONTRACT AMOUNT: $1,765,000.00

START DATE: MAY 2015
COMPLETION DATE: MARCH 2016

D262744 MONROE CO.

OWNER: NYS DEPT OF TRANSPORTATION - REG 4
ADDRESS: 1530 JEFFERSON ROAD
ROCHESTER, NY 14623

PROJECT: PAINTING OF 7 BRIDGES
LOCATION: IRONDEQUOIT, RUSH, HENRIETTA & ROCHESTER, NY

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: JONATHAN LONG, EIC

PHONE #: 585-797-9876
FAX #: 585-427-8480

CONTRACT AMOUNT: $1,949,000.00

START DATE: APRIL 2015
COMPLETION DATE: SEPTEMBER 2015

EXCHANGE STREET BRIDGE REHABILITATION

OWNER: CITY OF BINGHAMTON, NEW YORK
ADDRESS: 38 HAWLEY STREET
BINGHAMTON, NY 13901

PROJECT: CLEAN & PAINT BRIDGE
BRIDGE REHABILITATION
LOCATION: BINGHAMTON, NY

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: JIM CONROW
R. DEVINCENTIS CONSTRUCTION
PHONE #: 607-723-4319
FAX #: 607-723-9539

CONTRACT AMOUNT: $1,316,000.00

START DATE: APRIL 2015
COMPLETION DATE: SPETEMBER 2015

D262739 BROOME & CHENANGO CO.

OWNER: NYS DEPT OF TRANSPORTATION - REG 9
ADDRESS: 44 HAWLEY STREET
BINGHAMTON, NY 13901

PROJECT: PAINTING 12 BRIDGES

LOCATION: COLESVILLE, BINGHAMTON, JOHNSON CITY & AFTON, NY

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: TOM HOSKINS

PHONE #: 607-721-8097
FAX #: 607-7218119

CONTRACT AMOUNT: $3,642,675.00

START DATE: MARCH 2015
COMPLETION DATE: NOVEMBER 2015

D262759 ONEIDA CO.

OWNER: NYS DEPT OF TRANSPORTATION - REG 2
ADDRESS: 207 GENESEE STREET
UTICA, NY 13501

PROJECT: CLEAN & PAINT 1 BRIDGE
BRIDGE REHABILITATION
LOCATION: TOWN OF VERONA, NY

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: PAUL SWEENEY
ECONOMY PAVING CO.
PHONE #: 607-756-2819
FAX #: 607-756-4742

CONTRACT AMOUNT: $153,400.00

START DATE: SEPTEMBER 2015
COMPLETION DATE: SEPTEMBER 2015

D262780 TOMPKINS CO.

OWNER: NYS DEPT OF TRANSPORTATION - REG 3
ADDRESS: 333 E. WASHINGTON STREET
SYRACUSE, NY 13202

PROJECT: CLEAN & PAINT 3 BRIDGES
BRIDGE REHABILITATION
LOCATION: ITHACA & DRYDEN, NY

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: PAUL SWEENEY
ECONOMY PAVING CO.
PHONE #: 607-756-2819
FAX #: 607-756-4742

CONTRACT AMOUNT: $501,422.00

START DATE: JUNE 2015
COMPLETION DATE: NOVEMBER 2015

D262767 TOMPKINS CO.

OWNER: NYS DEPT OF TRANSPORTATION - REG 3
ADDRESS: 333 E. WASHINGTON STREET
SYRACUSE, NY 13202

PROJECT: CLEAN & PAINT BRIDGE
BRIDGE REHABILITATION
LOCATION: TOWN OF LANSING, NY

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: PAUL SWEENEY
ECONOMY PAVING CO.
PHONE #: 607-756-2819
FAX #: 607-756-4742

CONTRACT AMOUNT: $267,088.00

START DATE: MAY 2015
COMPLETION DATE: OCTOBER 2015

REHABILITATION OF ELLIS AVE & BRADY AVE WATER TANKS

OWNER: CITY OF NEWBURGH
ADDRESS: 83 BROADWAY
NEWBURGH, NY 12550

PROJECT: CLEAN & PAINT 2MG TANK & 1MG TANK

LOCATION: NEWBURGH, NY

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION

CONTACT: ANTHONY EAGAN, PE
BARTON AND LOGUIDICE
PHONE #: 845-391-8360
FAX #: 845-391-8361

CONTRACT AMOUNT: $798,100.00

START DATE: MAY 2015
COMPLETION DATE: OCTOBER 2015

GERMAN HILL TANK PAINTING AND MIXING SYSTEM

OWNER: TOWN OF YARMOUTH
ADDRESS: 99 BUCK ISLAND ROAD
WEST YARMOUTH, MA 02673

PROJECT: CLEAN & PAINT 3.7MG TANK
STEEL REPAIRS & MIXING SYSTEM
LOCATION: YARMOUTH, MA

CLASS A CONTAINMENT
SP6 SURFACE PREPARATION - EXTERIOR
SP10 SURFACE PREPARATION - INTERIOR
LEAD REMOVAL

CONTACT: DAVID PEELING
KLEINFELDER SEA CONSULTANTS
PHONE #: 860-563-7775
FAX #: 860-563-6744

CONTRACT AMOUNT: $878,000.00

START DATE: APRIL 2015
COMPLETION DATE: NOVEMBER 2015

SULLIVAN COUNTY 2015 BRIDGE PAINTING PROJECT

OWNER: COUNTY OF SULLIVAN
ADDRESS: 100 NORTH STREET
MONTICELLO, NY 12701

PROJECT: PAINTING 8 BRIDGES

LOCATION: VARIOUS LOCATIONS IN SULLIVAN COUNTY, NY

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: DENNIS WILSON, EIC
DELAWARE ENGINEERING
PHONE #:
FAX #:

CONTRACT AMOUNT: $1,338,980.00

START DATE: JUNE 2015
COMPLETION DATE: AUGUST 2015

THOMPSON PARK WATER TANK REHABILITATION

OWNER: CITY OF WATERTOWN
ADDRESS: 245 WASHINGTON STREET
WATERTOWN, NY 13601

PROJECT: CLEAN & PAINT 250,000 GAL HYDROPILLAR
WITH STEEL REPAIRS
LOCATION: WATERTOWN, NY

CLASS A CONTAINMENT
SP6 SURFACE PREPARATION - EXTERIOR
SP10 SURFACE PREPARATION - INTERIOR
LEAD REMOVAL

CONTACT: JASON DAVENPORT
CRA INFRASTRUCTURE & ENGINEERING
PHONE #: 315-233-4370
FAX #: 315-679-5801

CONTRACT AMOUNT: $829,000.00

START DATE: MAY 2015
COMPLETION DATE: AUGUST 2015

D262862 ONONDAGA CO.

OWNER: NYS DEPT OF TRANSPORTATION - REG 3
ADDRESS: 333 E. WASHINGTON STREET
SYRACUSE, NY 13202

PROJECT: PAINTING 5 BRIDGES

LOCATION: SALINA & CICERO, NY

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: CESTMIR PRADA, EIC

PHONE #: 315-488-3693
FAX #: 315-428-4834

CONTRACT AMOUNT: $3,578,000.00

START DATE: AUGUST 2015
COMPLETION DATE: JUNE2016

D262860 JEFFERSON COUNTY

OWNER: NYS DEPT OF TRANSPORTATION - REG 7
ADDRESS: 317 WASHINGTON STREET
WATERTOWN, NY 13601

PROJECT: CLEAN & PAINT 10 BRIDGES
BEARING WORK ON 18 BRIDGES

LOCATION: VARIOUS LOCATIONS IN JEFFERSON CO., NY

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: PETER REALE
REALE CONSTRUCTION
PHONE #: 518-585-6782
FAX #: 518-585-2892

CONTRACT AMOUNT: $2,825,705.00

START DATE: AUGUST 2015
COMPLETION DATE: OCTOBER 2016

2015 CATTARAUGUS CO. BRIDGE PAINTING

OWNER: CATTARAUGUS COUNTY DPW

ADDRESS: 8810 ROUTE 242
LITTLE VALLEY, NY 14755

PROJECT: CLEAN & PAINT BRIDGE

LOCATION: FRANKLINVILLE, NY

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: BILL FOX, PE

PHONE #: 716-938-9121
FAX #: 716-938-2754

CONTRACT AMOUNT: $88,400.00

START DATE: AUGUST 2015
COMPLETION DATE: AUGUST 2015

SUNY DELHI PHASE III TANK REHAB

OWNER: STATE UNIVERSITY CONSTRUCTION FUND FOR SUNY DELHI
ADDRESS: STATE UNIVERSITY OF NEW YORK
DELHI, NY

PROJECT: CLEAN & PAINT 2 WATER TANKS

LOCATION: DELHI, NY

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: MATT THOMAS
VACRI CONSTRUCTION CORP
PHONE #: 607-723-4319
FAX #: 607-723-9539

CONTRACT AMOUNT: $463,500.00

START DATE: AUGUST 2015
COMPLETION DATE: SEPTEMBER 2015

VILLAGE OF DELHI WATER STORAGE TANK RECOATING

OWNER: VILLAGE OF DELHI
ADDRESS: 9 COURT STREET
DELHI, NY 13753

PROJECT: CLEAN & PAINT 500,000 GAL TANK

LOCATION: DELHI, NY

CLASS A CONTAINMENT
SP6 SURFACE PREPARATION - EXTERIOR
POWER TOOL & TOUCH UP - INTERIOR

CONTACT: BILL BROWN
DELAWARE ENGINEERING
PHONE #: 607-432-8073
FAX #: 607-432-0432

CONTRACT AMOUNT: $173,000.00

START DATE: AUGUST 2015
COMPLETION DATE: AUGUST 2015

PENNDOT 93547 BRADFORD CO.

OWNER: PENNSYLVANIA DEPT OF TRANSPORTATION-DIST 3
ADDRESS: 715 JORDAN AVE
MONTOURSVILLE, PA 17754

PROJECT: BRIDGE PAINTING

LOCATION: NORTH TOWANDA, PA

VACUUM SHROUDED POWER TOOL
SP3 SURFACE PREPARATION

CONTACT: RODNEY KITKO
GLENN O HAWBAKER INC.
PHONE #: 570-368-2636
FAX #: 570-368-1722

CONTRACT AMOUNT: $42,000.00

START DATE: OCTOBER 2015
COMPLETION DATE: OCTOBER 2015

CR27 OVER HUDSON RIVER (FENIMORE) BRIDGE REPAINTING

OWNER: COUNTY OF SARATOGA DPW
ADDRESS: 3654 GALWAY ROAD
BALLSTON SPA, NY 12020

PROJECT: CLEAN & PAINT BRIDGE

LOCATION: MOREAU & HUDSON FALLS, NY

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: DAN SCHWARZ
CREIGHTON MANNING ENGINEERING
PHONE #: 518-446-0396
FAX #: 518-446-0397

CONTRACT AMOUNT: $852,790.00

START DATE: OCTOBER 2015
COMPLETION DATE: OCTOBER 2015

PINE STREET WATER STORAGE TANK REHABILITATION

OWNER: SEEKONK WATER DISTRICT
ADDRESS: 50 WATER LANE
SEEKONK, MA 02771

PROJECT: CLEAN & PAINT 2.4MG WATER TANK

LOCATION: SEEKONK, MA

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: KEVIN RATHBUN
ENVIRONMENTAL PARTNERS GROUP
PHONE #: 617-657-0274
FAX #: 617-657-0201

CONTRACT AMOUNT: $760,000.00

START DATE: OCTOBER 2015
COMPLETION DATE: NOVEMBER 2015

REPAINTING & REPAIR OF LOCH SHELDRAKE TANKS 1 & 2

OWNER: TOWN OF FALLSBURG
ADDRESS: 19 RAILROAD PLAZA
SOUTH FALLSBURG, NY 12779

PROJECT: CLEAN & PAINT 2.4MG WATER TANK

LOCATION: LOCH SHELDRAKE, NY

SP10 SURFACE PREPARATION INTERIOR
EXTERIOR OVERCOAT

CONTACT: AMANDA MATTINGLY
BARTON & LOGUIDICE
PHONE #: 518-218-1801
FAX #: 518-218-1805

CONTRACT AMOUNT: $641,000.00

START DATE: OCTOBER 2015
COMPLETION DATE: DECEMBER 2015

REHABILITATION OF THE FARM STREET STANDPIPE

OWNER: TOWN OF MILLIS
ADDRESS: 900 MAIN STREET
MILLIS, MA 02054

PROJECT: CLEAN & PAINT 940,000 GAL WATER TANK

LOCATION: MILLIS, MA

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: RACHEL GILBERT., PE
WOODARD & CURRAN
PHONE #: 978-557-8150
FAX #: 978-557-7948

CONTRACT AMOUNT: $773,000.00

START DATE: OCTOBER 2015
COMPLETION DATE: DECEMBER 2015

AMSTAR OF WESTERN NEW YORK, INC.

PROJECTS 2014

D262406 ERIE & NIAGARA CO.

OWNER: NYS DEPT OF TRANSPORTATION - REG 5
ADDRESS: 100 SENECA STREET
BUFFALO, NY 14203

PROJECT: PAINTING OF 11 BRIDGES
LOCATION: ERIE & NIAGARA CO., NY

CLASS 1A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: FAISAL HUSSAIN, EIC

PHONE #: 716-831-7057
FAX #: 716-847-3823

CONTRACT AMOUNT: $4,283,000.00

START DATE: FEB 2014
COMPLETION DATE: OCT 2014

D262370 ORANGE CO.

OWNER: NYS DEPT OF TRANSPORTATION - REG 8
ADDRESS: 4 BURNETT BLVD
POUGHKEEPSIE, NY 12603

PROJECT: PAINTING OF 4 BRIDGES

LOCATION: PORT JERVIS, NY

CLASS 1A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: MARK KLINGBEIL
HARRISON & BURROWES BRIDGE CONSTRUCTORS

PHONE #: 518-465-6254
FAX #: 518-465-3622

CONTRACT AMOUNT: $1,231,000.00

START DATE: MAY 2014
COMPLETION DATE: JUNE 2016

FLORENCE STREET WATER TANK PAINTING

OWNER: CITY OF KINGSTON WATER DEPARTMENT
ADDRESS: 111 JANSEN AVENUE
CITY OF KINSTON, NY

PROJECT: 500,000 GALLON WATER TANK PAINTING

LOCATION: KINGSTON, NY

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION - EXTERIOR ONLY
LEAD REMOVAL

CONTACT: DENNIS LARIOS, P.E.
BRINNIER AND LARIOS, PC
PHONE #: 845-338-7622
FAX #: 845-338-7660

CONTRACT AMOUNT: $509,000.00

START DATE: MAY 2014
COMPLETION DATE: JULY 2014

D262473 BROOME & TIOGA CO.

OWNER: NYS DEPT OF TRANSPORTATION - REG 9
ADDRESS: 44 HAWLEY STREET
BINGHAMTON, NY 13901

PROJECT: PAINTING 11 BRIDGES

LOCATION: VARIOUS IN BROOME & TIOGA COS., NY

CLASS 1A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: TOM HOSKINS

PHONE #: 607-721-8097
FAX #: 607-7218119

CONTRACT AMOUNT: $3,442,000.00

START DATE: MARCH 2014
COMPLETION DATE: AUGUST 2014

D262488 CHENANGO, DELAWARE, OTSEGO, SCHOHARIE & SULLIVAN CO.

OWNER: NYS DEPT OF TRANSPORTATION - REG 9
ADDRESS: 44 HAWLEY STREET
BINGHAMTON, NY 13901

PROJECT: PAINTING 16 BRIDGES

LOCATION: VARIOUS IN CHENANGO, DELAWARE, OTSEGO, SCHOHARIE & SULLIVAN COS.

CLASS 1A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: TOM HOSKINS

PHONE #: 607-721-8097
FAX #: 607-7218119

CONTRACT AMOUNT: $4,112,000.00

START DATE: JUNE 2014
COMPLETION DATE: DECEMBER 2014

D262505 MONROE & WAYNE CO.

OWNER: NYS DEPT OF TRANSPORTATION - REG 4
ADDRESS: 1530 JEFFERSON ROAD
ROCHESTER, NY 14623

PROJECT: PAINTING OF 6 BRIDGES
LOCATION: ALLEGANY, OLEAN, LEON, ELLICOT & CLYMER, NY

CLASS 1A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: DENNIS CARROLL, EIC

PHONE #: 585-797-9197
FAX #: 585-427-8480

CONTRACT AMOUNT: $1,030,000.00

START DATE: MARCH 2014
COMPLETION DATE: JULY 2014

NHDOT LITTLETON-WATERFORD 15926 & 16195

OWNER: NEW HAMPSHIRE DEPT. OF TRANSPORTATION
ADDRESS: 7 HAZEN DRIVE
CONCORD, NH 03301

PROJECT: BRIDGE PAINTING
BRIDGE REPLACEMENT

LOCATION: LITTLETON, NH & WATERFORD, VT

CLASS 1A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: JIM WENTWORTH
REED & REED INC.
PHONE #: 207-443-9747
FAX #: 207-443-2792

CONTRACT AMOUNT:

START DATE: APRIL 2013
COMPLETION DATE: SEPTEMBER 2014

D262404 WARREN CO.

OWNER: NYS DEPT OF TRANSPORTATION - REG 1
ADDRESS: 328 STATE STREET
SCHENECTADY, NY 12305

PROJECT: BRIDGE PAINTING
BRIDGE REHABILITATION
LOCATION: JOHNSBURG, NY

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: RICH ANDERSON
VECTOR CONSTRUCTION CORP.
PHONE #: 315-699-9277
FAX #: 315-699-3906

CONTRACT AMOUNT: $266,000.00

START DATE: SEPTEMBER 2014
COMPLETION DATE: OCTOBER 2014

TAS 13-57B / D214263 ONEIDA CO.

OWNER: NEW YORK STATE THRUWAY AUTHORITY
ADDRESS: 290 ELWOOD DAVIS ROAD
LIVERPOOL, NY 13088

PROJECT: CLEAN & PAINT BRIDGE FASCIA BEAMS
BRIDGE REHABILITATION
LOCATION: MARCY, NY

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: PAUL SWEENEY
ECONOMY PAVING CO.
PHONE #: 607-756-2819
FAX #: 607-756-4742

CONTRACT AMOUNT: $161,000.00

START DATE: JULY 2014
COMPLETION DATE: AUGUST 2014

TAA 13-69B / D214280 ALBANY CO.

OWNER: NEW YORK STATE THRUWAY AUTHORITY
ADDRESS: 200 SOUTHERN BLVD.
ALBANY, NY 12201

PROJECT: CLEAN & PAINT AT BRIDGE BEAM ENDS
BRIDGE REHABILITATION
LOCATION: COEYMANS, NY

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: TONY CORRADI
BETTE & CRING LLC
PHONE #: 518-213-1010
FAX #: 518-213-1050

CONTRACT AMOUNT: $77,068.00

START DATE: SEPTEMBER 2014
COMPLETION DATE: SEPTEMBER 2014

D262225 BROOME, DELAWARE & SULLIVAN COS.

OWNER: NYS DEPT OF TRANSPORTATION - REG 9
ADDRESS: 44 HAWLEY STREET
BINGHAMTON, NY 13901

PROJECT: PAINTING 24 BRIDGES

LOCATION: DEPOSIT, ROCKLAND, SANFORD,
VESTAL & WINDSOR, NY
CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: TOM HOSKINS

PHONE #: 607-721-8097
FAX #: 607-7218119

CONTRACT AMOUNT: $7,088,794.00

START DATE: APRIL 2013
COMPLETION DATE: JANUARY 2014

D262495 JEFFERSON CO.

OWNER: NYS DEPT OF TRANSPORTATION - REG 7
ADDRESS: 317 WASHINGTON STREET
WATERTOWN, NY 13601

PROJECT: CLEAN & PAINT BRIDGE
BRIDGE REHABILITATION
LOCATION: LERAY, NY

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: PAUL SWEENEY
ECONOMY PAVING CO.
PHONE #: 607-756-2819
FAX #: 607-756-4742

CONTRACT AMOUNT: $191,180.00

START DATE: MAY 2014
COMPLETION DATE: SEPTEMBER 2014

D262425 CATTARAUGUS CO.

OWNER: NYS DEPT OF TRANSPORTATION - REG 5
ADDRESS: 100 SENECA STREET
BUFFALO, NY 14203

PROJECT: CLEAN & PAINT 3 BRIDGES
BRIDGE REHABILITATION
LOCATION: SALAMANCA, NY

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: MARK SCHRAVEN
UNION CONCRETE AND CONSTRUCTION
PHONE #: 716-822-5755
FAX #: 716-822-8429

CONTRACT AMOUNT: $317,713.00

START DATE: MAY 2014
COMPLETION DATE: NOVEMBER 2014

CR 24 FULLERVILLE ROAD BRIDGE

OWNER: ST. LAWRENCE CO. DEPT OF HIGHWAYS
ADDRESS: 44 PARK STREET
CANTON, NY 13617

PROJECT: CLEAN & PAINT BRIDGE

LOCATION: FOWLER, NY

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: RICH ANDERSON
VECTOR CONSTRUCTION CORP.
PHONE #: 315-699-9277
FAX #: 315-699-3906

CONTRACT AMOUNT: $237,700.00

START DATE: JULY 2014
COMPLETION DATE: JULY 2014

D262589 ONONDAGA, OSWEGO, CAYUGA, CORTLAND & SENECA COS.

OWNER: NYS DEPT OF TRANSPORTATION - REG 3
ADDRESS: 333 E. WASHINGTON STREET
SYRACUSE, NY 13202

PROJECT: PAINTING 11 BRIDGES

LOCATION: VARIOUS LOCATIONS IN ONONDAGA, OSWEGO,
CAYUGA, CORTLAND & SENECA COS.

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: CESTMIR PRADA, EIC

PHONE #: 315-488-3693
FAX #: 315-428-4834

CONTRACT AMOUNT: $2,469,000.00

START DATE: JULY 2014
COMPLETION DATE: DECEMBER 2014

TIOGA COUNTY WEST CREEK ROAD BRIDGE

OWNER: TIOGA COUNTY DPW
ADDRESS: 477 RT 96
OWEGO, NY 13827

PROJECT: CLEAN & PAINT BRIDGE
BRIDGE REHABILITATION
LOCATION: OWEGO, NY

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: JIM CONROW
R. DEVINCENTIS CONSTRUCTION
PHONE #: 607-723-4319
FAX #: 607-723-9539

CONTRACT AMOUNT: $467,000.00

START DATE: SEPTEMBER 2014
COMPLETION DATE: OCTOBER 2014

NORTH ELM STREET 5MG TANK

OWNER: WEST BRIDGEWATER WATER DEPARTMENT
ADDRESS: 29 CYR STREET
WEST BRIDGEWATER, MA 02379

PROJECT: CLEAN & PAINT 5MG WATER TANK

LOCATION: WEST BRIDGEWATER, MA

CLASS A CONTAINMENT
SP6 SURFACE PREPARATION - EXTERIOR
SP10 SURFACE PREPARATION - INTERIOR
LEAD REMOVAL

CONTACT: GEORGE ALLEN
STANTEC CONSULTING SERVICES
PHONE #: 978-692-1913
FAX #: 978-692-4578

CONTRACT AMOUNT: $1,228,000.00

START DATE: JULY 2014
COMPLETION DATE: NOVEMBER 2014

MILLER ROAD WATER TANK REHABILITATION

OWNER: TOWN OF COLONIE DPW
ADDRESS: 347 OLD NISKAYUNA ROAD
LATHAM, NY 12110

PROJECT: CLEAN & PAINT 1MG WATER TANK

LOCATION: LATHAM, NY

CLASS A CONTAINMENT
SP6 SURFACE PREPARATION - EXTERIOR
SP10 SURFACE PREPARATION - INTERIOR
LEAD REMOVAL

CONTACT: ROBERT FLORES
C.T. MALE ASSOCIATES
PHONE #: 518-786-7400
FAX #:

CONTRACT AMOUNT: $708,500.00

START DATE: AUGUST 2014
COMPLETION DATE: MARCH 2015

ALLYN ROAD BRIDGE OVER PIPE CREEK

OWNER: TIOGA COUNTY DPW
ADDRESS: 477 RT 96
OWEGO, NY 13827

PROJECT: CLEAN & PAINT BRIDGE

LOCATION: TIOGA, NY

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: ARNOLD CADDICK
PROCON CONTRACTING LLC
PHONE #: 607-748-8331
FAX #:

CONTRACT AMOUNT: $124,000.00

START DATE: AUGUST 2014
COMPLETION DATE: SEPTEMBER 2014

MDTA I-95 TRAVEL PLAZA TANKS

OWNER: MARYLAND TRANSPORTATION AUTHORITY
ADDRESS: 2310 BROENING HIGHWAY
BALTIMORE, MD 21224

PROJECT: CLEANING & PAINTING OF 2 SPHEROID WATER TANKS
LOCATION: ABERDEEN & NORTH EAST, MD

CLASS A CONTAINMENT
SP6 SURFACE PREPARATION - EXTERIOR
SP10 SURFACE PREPARATION - INTERIOR
LEAD REMOVAL

CONTACT: MATT POWER
CLARK CONSTRUCTION GROUP
PHONE #: 301-272-8100
FAX #: 301-272-1926

CONTRACT AMOUNT: $652,500.00

START DATE: JULY 2013
COMPLETION DATE: JUNE 2014

PAINTING OF 10 CHAUTAUQUA COUNTY BRIDGES

OWNER: CHAUTAUQUA CO. DEPT OF PUBLIC FACILITIES
ADDRESS: 454 NORTH WORK STREET
FALCONER, NY 14733

PROJECT: CLEAN & PAINT 10 BRIDGES

LOCATION: VARIOUS IN CHAUTAUQUA CO., NY

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: ALEXEY BRUMAGIN

PHONE #: 716-661-8405
FAX #: 716-661-8451

CONTRACT AMOUNT: $430,200.00

START DATE: SEPTEMBER 2014
COMPLETION DATE: SEPTEMBER 2014

ASH STREET & PLEASANT STREET TANK IMPROVEMENTS

OWNER: TOWN OF STOUGHTON
ADDRESS: 10 PEARL STREET
STOUGHTON, MA 02072

PROJECT: CLEAN & PAINT 1.2MG TANK & 2MG TANK

LOCATION: STOUGHTON, MA

CLASS A CONTAINMENT
SP6 SURFACE PREPARATION - EXTERIOR
SP10 SURFACE PREPARATION - INTERIOR
LEAD REMOVAL

CONTACT: TERRA MCMANNIUS
WESTON & SAMPSON ENGINEERS
PHONE #: 978-532-1900
FAX #: 978-977-0100

CONTRACT AMOUNT: $1,220,000.00

START DATE: OCTOBER 2013
COMPLETION DATE: APRIL 2014

CORFU & SPENCERPORT TANKS

OWNER: MONROE COUNTY WATER AUTHORITY
ADDRESS: 475 NORRIS DRIVE
ROCHESTER, NY 14610

PROJECT: CLEAN & PAINT 650,000 GAL TANK &
1MG TANK & PERFORM STEEL REPAIRS

LOCATION: CORFU & SPENCERPORT, NY

CLASS A CONTAINMENT
SP6 SURFACE PREPARATION - EXTERIOR
SP10 SURFACE PREPARATION - INTERIOR
LEAD REMOVAL

CONTACT: TOD FERGUSON

PHONE #: 585-442-2000
FAX #: 585-442-0220

CONTRACT AMOUNT: $987,000.00

START DATE: OCTOBER 2013
COMPLETION DATE: MARCH 2015

MASS DOT 77590 LITTLETON TO LEOMINSTER

OWNER: MASSACHUSETTS DEPT. OF TRANSPORTATION
ADDRESS: TEN PARK PLAZA
BOSTON, MA 02116

PROJECT: CLEAN & PAINT 7 BRIDGES

LOCATION: HARVARD, LANCASTER,
LITTLETON & LEOMINSTER, MA

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: DAVID BAKER, EIC

PHONE #: 508-929-3856
FAX #: 978-470-3558

CONTRACT AMOUNT: $1,640,000.00

START DATE: OCTOBER 2013
COMPLETION DATE: SEPTEMBER 2014

NEW CASTLE ALPINE AUXILLIARY TANK

OWNER: TOWN OF NEW CASTLE
ADDRESS: 200 SOUTH GREELEY AVENUE
CHAPPAQUA, NY 10514

PROJECT: CLEAN & PAINT .28MG GROUND WATER TANK

LOCATION: CHAPPAQUA, NY

CLASS A CONTAINMENT
SP6 SURFACE PREPARATION - EXTERIOR
SP10 SURFACE PREPARATION - INTERIOR
LEAD REMOVAL

CONTACT: DAVID MERITHEW, EIC

PHONE #: 508-279-9965
FAX #: 508-279-9948

CONTRACT AMOUNT: $414,500.00

START DATE: OCTOBER 2013
COMPLETION DATE: MAY 2014

STONE BRIDGE TANK PAINTING

OWNER: STONE BRIDGE FIRE DISTRICT

ADDRESS: 1761 MAIN ROAD
TIVERTON, RI 02787

PROJECT: CLEAN & PAINT 1MG & .5MG TANKS

LOCATION: TIVERTON, RI

SP11 SPOT CLEAN SURFACE PREPARATION - EXTERIOR
SP10 SURFACE PREPARATION - INTERIOR

CONTACT: RICHARD CHIODINI, PE

PHONE #: 401-527-7950
FAX #: 877-645-2883

CONTRACT AMOUNT: $554,000.00

START DATE: NOVEMBER 2013
COMPLETION DATE: MARCH 2015

AMSTAR OF WESTERN NEW YORK, INC.

PROJECTS 2013

PENNDOT 82350 SULLIVAN CO.

OWNER: PENNSYLVANIA DEPT OF TRANSPORTATION-DIST 3
ADDRESS: 715 JORDAN AVE
MONTOURSVILLE, PA 17754

PROJECT: BRIDGE PAINTING
LOCATION: LINCOLN FALLS, NORDMONT & ELKLAND TWP, PA

CLASS 1A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: GIDEON LAPITAN

PHONE #: 570-916-9527
FAX #: 570-368-4632

CONTRACT AMOUNT: $194,600.00

START DATE: APRIL 2013
COMPLETION DATE: JUNE 2013

PENNDOT 94610 BRADFORD CO.

OWNER: PENNSYLVANIA DEPT OF TRANSPORTATION-DIST 3
ADDRESS: 715 JORDAN AVE
MONTOURSVILLE, PA 17754

PROJECT: BRIDGE PAINTING

LOCATION: COLUMBIA TOWNSHIP, PA

VACUUM SHROUDED POWER TOOLS
SPOT & ZONE SP-3 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: RON DUGAN
HRI INC.
PHONE #: 570-326-9031
FAX #: 570-322-2183

CONTRACT AMOUNT: $74,500.00

START DATE: APRIL 2013
COMPLETION DATE: APRIL 2013

CANANDAIGUA VAMC WATER TANK PAINTING

OWNER: CANADAIGUA VA MEDICAL CENTER
ADDRESS: 400 FORT HILL AVENUE
CANADAIGUA, NY 14424

PROJECT: CANANDAIGUA VAMC WATER TANK PAINTING

LOCATION: CANADAIGUA, NY

CLASS A CONTAINMENT
SP6 SURFACE PREPARATION - EXTERIOR
SP10 SURFACE PREPARATION - INTERIOR
LEAD REMOVAL

CONTACT: MICHAEL STOCKLADER
ROBERT F. HYLAND & SONS LLC
PHONE #: 585-244-2077
FAX #: 585-244-6555

CONTRACT AMOUNT: $800,000.00

START DATE: APRIL 2013
COMPLETION DATE: JULY 2013

D262130 ERIE COUNTY

OWNER: NYS DEPT OF TRANSPORTATION - REG 5
ADDRESS: 100 SENECA STREET
BUFFALO, NY 14203

PROJECT: PAINTING OF 11 BRIDGES

LOCATION: TONAWANDA, ELMA & AURORA, NY
ERIE COUNTY, NY

CLASS 1A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: GARY JAKUBOWSKI, EIC

PHONE #: 716-831-7057
FAX #: 716-847-3961

CONTRACT AMOUNT: $2,455,856.00

START DATE: APRIL 2013
COMPLETION DATE: AUGUST 2013

D262131 CATTARAUGUS & CHAUTAUQUA COS.

OWNER: NYS DEPT OF TRANSPORTATION - REG 5
ADDRESS: 100 SENECA STREET
BUFFALO, NY 14203

PROJECT: PAINTING OF 6 BRIDGES
LOCATION: ALLEGANY, OLEAN, LEON, ELLICOT & CLYMER, NY

CLASS 1A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: JERRY RISHELL, EIC

PHONE #: 716-763-0619
FAX #: 716-847-3823

CONTRACT AMOUNT: $625,272.00

START DATE: APRIL 2013
COMPLETION DATE: MAY 2013

NHDOT LITTLETON-WATERFORD 15926 & 16195

OWNER: NEW HAMPSHIRE DEPT. OF TRANSPORTATION
ADDRESS: 7 HAZEN DRIVE
CONCORD, NH 03301

PROJECT: BRIDGE PAINTING
BRIDGE REPLACEMENT

LOCATION: LITTLETON, NH & WATERFORD, VT

CLASS 1A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: JIM WENTWORTH
REED & REED INC.
PHONE #: 207-443-9747
FAX #: 207-443-2792

CONTRACT AMOUNT: $2,780,700.00

START DATE: APRIL 2013
COMPLETION DATE: OCTOBER 2014

PENNDOT 82826 TIOGA CO.

OWNER: PENNSYLVANIA DEPT OF TRANSPORTATION-DIST 3
ADDRESS: 715 JORDAN AVE
MONTOURSVILLE, PA 17754

PROJECT: BRIDGE PAINTING
BRIDGE REHABILITATION
LOCATION: WESTFIELD, PA

CLASS 1A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: AARON WASHBURN
L.C. WHITFORD CO., INC.
PHONE #: 585-593-3601
FAX #: 585-593-1876

CONTRACT AMOUNT: $230,000.00

START DATE: JULY 2013
COMPLETION DATE: NOVEMBER 2013

LOCUST STREET TANK REHABILITATION

OWNER: RAYNHAM CENTER WATER DISTRICT
ADDRESS: 280 PLEASANT STREET
RAYNHAM, MA 02767

PROJECT: PAINTING & REPAIRS TO A 2.5 MG WATER TANK

LOCATION: LOCUST STREET, RAYNHAM, MA

CLASS A CONTAINMENT
SP6 SURFACE PREPARATION - EXTERIOR
SP10 SURFACE PREPARATION - INTERIOR
LEAD REMOVAL

CONTACT: THOMAS MAHANNA
STANTEC CONSULTING SERVICES INC.
PHONE #: 978-577-1411
FAX #:

CONTRACT AMOUNT: $866,200.00

START DATE: APRIL 2013
COMPLETION DATE: JULY 2013

D262148 CHEMUNG CO.

OWNER: NYS DEPT OF TRANSPORTATION - REG 6
ADDRESS: 107 BROADWAY
HORNELL, NY 14843

PROJECT: BRIDGE PAINTING
BRIDGE DECK REPLACEMENT PROJECT
LOCATION: RT 427, TOWN OF CHEMUNG, NY

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: PAUL SWEENEY
ECONOMY PAVING CO.
PHONE #: 607-756-2819
FAX #: 607-756-4742

CONTRACT AMOUNT: $70,000.00

START DATE: APRIL 2013
COMPLETION DATE: OCTOBER 2013

D262225 BROOME, DELAWARE & SULLIVAN COS.

OWNER: NYS DEPT OF TRANSPORTATION - REG 9
ADDRESS: 44 HAWLEY STREET
BINGHAMTON, NY 13901

PROJECT: PAINTING 24 BRIDGES

LOCATION: DEPOSIT, ROCKLAND, SANFORD,
VESTAL & WINDSOR, NY
CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: TOM HOSKINS

PHONE #: 607-721-8097
FAX #: 607-7218119

CONTRACT AMOUNT: $7,088,794.00

START DATE: APRIL 2013
COMPLETION DATE: NOVEMBER 2014

MADISON AVENUE BRIDGE REHABILITATION

OWNER: CITY OF ELMIRA
ADDRESS: 317 E. CHURCH STREET
ELMIRA, NY 14901

PROJECT: BRIDGE PAINTING

LOCATION: ELMIRA, NY

CLASS A CONTAINMENT
SP6 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: SCOTT GEROULD
DYCON NORTHEAST LLC
PHONE #: 607-733-2920
FAX #: 607-846-3065

CONTRACT AMOUNT: $163,655.00

START DATE: APRIL 2013
COMPLETION DATE: APRIL 2013

BLACK DIAMOND TRAIL RAILROAD BRIDGE REHAB

OWNER: NYS PARKS, RECREATION & HISTORIC PRESERVATION
ADDRESS: 2221 TAUGHANNOCK PARK ROAD
TRUMANSBURG, NY 14886

PROJECT: CLEAN & PRIME TOPS OF BEAMS ON
ABANDONED RR BRIDGE
LOCATION: TOWN OF ULYSSES, NY

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: FOREST BANKS
SILVERLINE CONSTRUCTION
PHONE #: 607-546-8289
FAX #: 607-546-2828

CONTRACT AMOUNT: $58,900.00

START DATE: JULY 2013
COMPLETION DATE: JULY 2013

TAB 13-13B ERIE COUNTY

OWNER: NEW YORK STATE THRUWAY AUTHORITY
ADDRESS: 455 CAYUGA ROAD
CHEEKTOWAGA, NY 14225

PROJECT: LOCALIZED PAINT REMOVAL
& APPLICATION OF SEALER
LOCATION: LANCASTER & CHEEKTOWAGA, NY

SP11 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: CORT BAKER
OAKGROVE CONSTRUCTION INC.
PHONE #: 716-652-2200
FAX #: 716-655-3919

CONTRACT AMOUNT: $27,000.00

START DATE: SEPT 2013
COMPLETION DATE: NOVEMBER 2013

D262227 MONROE CO.

OWNER: NYS DEPT OF TRANSPORTATION - REG 4
ADDRESS: 1530 JEFFERSON ROAD
ROCHESTER, NY 14623

PROJECT: PAINTING 5 BRIDGES

LOCATION: PERRINGTON, BRIDGHTON & ROCHESTER, NY

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: DENNIS CARROLL, EIC

PHONE #: 585-797-9197
FAX #: 585-427-8480

CONTRACT AMOUNT: $1,131,639.00

START DATE: JULY 2013
COMPLETION DATE: AUG 2013

D262276 ERIE COUNTY

OWNER: NYS DEPT OF TRANSPORTATION - REG 5
ADDRESS: 100 SENECA STREET
BUFFALO, NY 14203

PROJECT: CLEAN & PAINT BRIDGE BEARINGS &
APPLICATION OF CONCRETE SEALER
LOCATION: BUFFALO & CHEEKTOWAGA, NY

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: CORT BAKER
OAKGROVE CONSTRUCTION INC.
PHONE #: 716-652-2200
FAX #: 716-655-3919

CONTRACT AMOUNT: $100,366.00

START DATE: JULY 2013
COMPLETION DATE: JULY 2013

PF-10-13-PFTH CHAUTAUQUA CO.

OWNER: CHAUTAUQUA COUNTY DEPT OF PUBLIC FACILITIES
ADDRESS: 454 NORTH WORK STREET
FALCONER, NY 14733

PROJECT: CLEAN & PAINT 2 BRIDGES

LOCATION: FRENCH CREEK & SHERMAN, NY

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: ALEXEY BRUMAGIN

PHONE #: 716-661-8420
FAX #: 716-661-8451

CONTRACT AMOUNT: $246,000.00

START DATE: JULY 2013
COMPLETION DATE: JULY 2013

LEMOYNE AVE & FACTORY AVE SAFETY IMPROVEMENTS

OWNER: ONONDAGA COUNTY DEPT OF TRANSPORTATION
ADDRESS: 421 MONTGOMERY ST.
SYRACUSE, NY 13202

CONTACT: PAUL SWEENEY
ECONOMY PAVING CO.
PHONE #: 607-756-2819
FAX #: 607-756-4742

PROJECT: LOCALIZED STRUCTURAL STEEL PAINTING

LOCATION: SALINA, NY

CONTRACT AMOUNT: $25,200.00

START DATE: MAY 2013
COMPLETION DATE: JULY 2013

SURFACE PREP WITH VACUUM SHROUDED POWER TOOLS
SP11 SURFACE PREPARATION
LEAD REMOVAL

D262309 CLINTON & ST. LAWRENCE COS.

OWNER: NYS DEPT OF TRANSPORTATION - REG 7
ADDRESS: 317 WASHINGTON STREET
WATERTOWN, NY 13601

CONTACT: GARTH YANDO, EIC

PHONE #: 518-275-6064
FAX #: 315-785-2386

PROJECT: CLEAN & PAINT 3 BRIDGES

LOCATION: CHAMPLAIN & HOPKINTON, NY

CONTRACT AMOUNT: $1,065,000.00

START DATE: JUNE 2013
COMPLETION DATE: AUGUST 2013

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

MDTA I-95 TRAVEL PLAZA TANKS

OWNER: MARYLAND TRANSPORTATION AUTHORITY
ADDRESS: 2310 BROENING HIGHWAY
BALTIMORE, MD 21224

CONTACT: MATT POWER
CLARK CONSTRUCTION GROUP
PHONE #: 301-272-8100
FAX #: 301-272-1926

PROJECT: CLEANING & PAINTING OF 2 SPHEROID WATER TANKS
LOCATION: ABERDEEN & NORTH EAST, MD

CONTRACT AMOUNT: $652,500.00

START DATE: JULY 2013
COMPLETION DATE: JUNE 2014

CLASS A CONTAINMENT
SP6 SURFACE PREPARATION - EXTERIOR
SP10 SURFACE PREPARATION - INTERIOR
LEAD REMOVAL

D262335 ONONDAGA CO.

OWNER: NYS DEPT OF TRANSPORTATION - REG 3
ADDRESS: 333 E. WASHINGTON STREET
SYRACUSE, NY 13202

CONTACT: STAN CZUBA, EIC

PHONE #: 315-414-6127
FAX #: 315-428-4834

PROJECT: CLEAN & PAINT 6 BRIDGES

LOCATION: DEWITT, SYRACUSE & CLAY, NY

CONTRACT AMOUNT: $1,725,000.00

START DATE: JULY 2013
COMPLETION DATE: NOVEMBER 2013

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

ASH STREET & PLEASANT STREET TANK IMPROVEMENTS

OWNER: TOWN OF STOUGHTON
ADDRESS: 10 PEARL STREET
STOUGHTON, MA 02072

PROJECT: CLEAN & PAINT 1.2MG TANK & 2MG TANK

LOCATION: STOUGHTON, MA

CLASS A CONTAINMENT
SP6 SURFACE PREPARATION - EXTERIOR
SP10 SURFACE PREPARATION - INTERIOR
LEAD REMOVAL

CONTACT: TERRA MCMANNIUS
WESTON & SAMPSON ENGINEERS
PHONE #: 978-532-1900
FAX #: 978-977-0100

CONTRACT AMOUNT: $1,220,000.00

START DATE: OCTOBER 2013
COMPLETION DATE: JUNE 2014

PINE BUSH ELEVATED TANK PAINTING

OWNER: ALBANY WATER BOARD
ADDRESS: 10 NORTH ENTERPRISE DRIVE
ALBANY, NY 12204

PROJECT: SPOT CLEAN & PAINT EXTERIOR
OF 1MG HYDROSPHERE
LOCATION: ALBANY, NY

SPOT CLEAN
SP2-3 SURFACE PREPARATION

CONTACT: DAN HERSHBERG, PE
HERSHBERG & HERSHBERG, PE & LS
PHONE #: 518-459-3096
FAX #: 518-459-5683

CONTRACT AMOUNT: $359,000.00

START DATE: AUGUST 2013
COMPLETION DATE: AUGUST 2013

CITY OF BUFFALO BRIDGE PAINTING

OWNER: CITY OF BUFFALO DEPT OF PUBLIC WORKS
ADDRESS: 65 NIAGARA SQUARE
BUFFALO, NY 14202

PROJECT: CLEAN & PAINT 3 BRIDGES

LOCATION: BUFFALO, NY

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: RICHARD DANNER, EIC
DIDONATO ASSOCIATES, PE, PC
PHONE #: 716-656-1900
FAX #: 716-656-1987

CONTRACT AMOUNT: $351,400.00

START DATE: SEPTEMBER 2013
COMPLETION DATE: NOVEMBER 2013

TAB 13-25 ERIE COUNTY

OWNER: NEW YORK STATE THRUWAY AUTHORITY
ADDRESS: 455 CAYUGA ROAD
CHEEKTOWAGA, NY 14225

PROJECT: STAINING OF WOOD FENCE

LOCATION: WEST SENECA & CHEEKTOWAGA, NY

POWER WASH SURFACE PREPARATION

CONTACT: MARK KEELER
KEELER CONSTRUCTION CO.,INC.
PHONE #: 585-589-4481
FAX #: 585-589-1160

CONTRACT AMOUNT: $279,110.00

START DATE: SEPTEMBER 2013
COMPLETION DATE: OCTOBER 2013

RIVER STREET BRIDGE REHAB

OWNER: CLEARFIELD COUNTY COMMISSIONERS
ADDRESS: 212 E. LOCUST STREET, SUITE 112
CLEARFIELD, PA 16830

PROJECT: BRIDGE PAINTING
BRIDGE REHABILITATION
LOCATION: CURWENSVILLE BOROUGH
CLEARFIELD CO., PA

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: MIKE HENRY
FRANCIS J. PALO INC:
PHONE #: 814-226-9361
FAX #: 814-226-9066

CONTRACT AMOUNT: $159,500.00

START DATE: OCTOBER 2013
COMPLETION DATE: NOVEMBER 2013

2013 CATTARAUGUS CO. BRIDGE PAINTING

OWNER: CATTARAUGUS COUNTY DPW

ADDRESS: 8810 ROUTE 242
LITTLE VALLEY, NY 14755

PROJECT: CLEAN & PAINT 2 BRIDGES

LOCATION: NAPOLI & LEON, NY

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: BILL FOX, PE

PHONE #: 716-938-9121
FAX #: 716-938-2754

CONTRACT AMOUNT: $156,650.00

START DATE: SEPTEMBER 2013
COMPLETION DATE: NOVEMBER 2013

CORFU & SPENCERPORT TANKS

OWNER: MONROE COUNTY WATER AUTHORITY
ADDRESS: 475 NORRIS DRIVE
ROCHESTER, NY 14610

PROJECT: CLEAN & PAINT 650,000 GAL TANK &
1MG TANK & PERFORM STEEL REPAIRS

LOCATION: CORFU & SPENCERPORT, NY

CLASS A CONTAINMENT
SP6 SURFACE PREPARATION - EXTERIOR
SP10 SURFACE PREPARATION - INTERIOR
LEAD REMOVAL

CONTACT: TOD FERGUSON

PHONE #: 585-442-2000
FAX #: 585-442-0220

CONTRACT AMOUNT: $987,000.00

START DATE: OCTOBER 2013
COMPLETION DATE: MAY 2014

MASS DOT 77590 LITTLETON TO LEOMINSTER

OWNER: MASSACHUSETTS DEPT. OF TRANSPORTATION
ADDRESS: TEN PARK PLAZA
BOSTON, MA 02116

PROJECT: CLEAN & PAINT 7 BRIDGES

LOCATION: HARVARD, LANCASTER,
LITTLETON & LEOMINSTER, MA

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: DAVID BAKER, EIC

PHONE #: 508-929-3856
FAX #: 978-470-3558

CONTRACT AMOUNT: $1,640,000.00

START DATE: OCTOBER 2013
COMPLETION DATE: SEPTEMBER 2014

NEW CASTLE ALPINE AUXILLIARY TANK

OWNER: TOWN OF NEW CASTLE
ADDRESS: 200 SOUTH GREELEY AVENUE
CHAPPAQUA, NY 10514

PROJECT: CLEAN & PAINT .28MG GROUND WATER TANK

LOCATION: CHAPPAQUA, NY

CLASS A CONTAINMENT
SP6 SURFACE PREPARATION - EXTERIOR
SP10 SURFACE PREPARATION - INTERIOR
LEAD REMOVAL

CONTACT: DAVID MERITHEW, EIC

PHONE #: 508-279-9965
FAX #: 508-279-9948

CONTRACT AMOUNT: $414,500.00

START DATE: OCTOBER 2013
COMPLETION DATE: MAY 2014

TOWN OF ULSTER TANK

OWNER: TOWN OF ULSTER

ADDRESS: 1 TOWN HALL DRIVE
LAKE KATRINE, NY 12449

PROJECT: INTERIOR CLEANING & COATING REPAIR
OF WATER STORAGE TANK
LOCATION: LAKE KATRINE, NY

SP 10 SPOT BLAST OR POWER TOOL CLEAN TO BARE METAL

LEAD REMOVAL

CONTACT: JOHN DAVIDSON, PE
BRINNIER AND LARIOS, PC
PHONE #: 845-338-7622
FAX #: 845-3638-7660

CONTRACT AMOUNT: $67,500.00

START DATE: OCTOBER 2013
COMPLETION DATE: NOVEMBER 2013

SUNSET LAKE WATER TANK

OWNER: TOWNSHIP OF SPARTA
ADDRESS: 65 MAIN STREET
SPARTA, NJ 07871

PROJECT: CLEAN & PAINT .135MG WATER TANK

LOCATION: SPARTA, NJ

CLASS A CONTAINMENT
SP6 SURFACE PREPARATION - EXTERIOR
SP10 SURFACE PREPARATION - INTERIOR
LEAD REMOVAL

CONTACT: PHIL SPALDI
UTILITY SUPERINTENDENT
PHONE #: 973-729-7133
FAX #: 973-729-2635

CONTRACT AMOUNT: $247,000.00

START DATE: NOVEMBER 2013
COMPLETION DATE: NOVEMBER 2013

MID CAPE WATER TANK

OWNER: CENTERVILLE-OSTERVILLE-MARSTONS MILLS
WATER DEPARTMENT
ADDRESS: P.O. BOX 369
OSTERVILLE, MA 02655

PROJECT: CLEAN & PAINT 3.3MG WATER TANK

LOCATION: BARNSTABLE, MA

SPOT POWER TOOL CLEAN SP3 SURFACE PREPARATION - EXTERIOR
SP10 SURFACE PREPARATION - INTERIOR

CONTACT: CRAIG CROCKER, SUPERINTENDENT

PHONE #: 508-428-6691
FAX #: 508-428-3508

CONTRACT AMOUNT: $581,000.00

START DATE: OCTOBER 2013
COMPLETION DATE: NOVEMBER 2013

HOLLAND GLENWOOD ROAD TANK

OWNER: TOWN OF HOLLAND
ADDRESS: 47 PEARL STREET
HOLLAND, NY 14080

PROJECT: CLEAN & PAINT INTERIOR OF 200,000 GAL TANK

LOCATION: HOLLAND, NY

SP10 SURFACE PREPARATION

CONTACT: DAVE PRATT
GREENMAN-PEDERSEN INC.
PHONE #: 716-633-4844
FAX #: 716-633-4940

CONTRACT AMOUNT: $99,000.00

START DATE: OCTOBER 2013
COMPLETION DATE: NOVEMBER 2013

STONE BRIDGE TANK PAINTING

OWNER: STONE BRIDGE FIRE DISTRICT

ADDRESS: 1761 MAIN ROAD
TIVERTON, RI 02787

PROJECT: CLEAN & PAINT 1MG & .5MG TANKS

LOCATION: TIVERTON, RI

SP11 SPOT CLEAN SURFACE PREPARATION - EXTERIOR
SP10 SURFACE PREPARATION - INTERIOR

CONTACT: RICHARD CHIODINI, PE

PHONE #: 401-527-7950
FAX #: 877-645-2883

CONTRACT AMOUNT: $554,000.00

START DATE: NOVEMBER 2013
COMPLETION DATE: JUNE 2014

D261783 ALBANY REGION

OWNER: NYS DEPT OF TRANSPORTATION - REG 1
ADDRESS: R1 CONSTRUCTION, POD 5-1
50 WOLF RD.
ALBANY, NY 12232
PROJECT: PAINTING 5 BRIDGES
LOCATION: FT EDWARD, SCHAGHTICOKE, STILLWATER, WATERFORD & ALBANY, NY

CLASS 1A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: MICHAEL DANFORTH, EIC

PHONE #: 518-457-9696
FAX #: 518-457-6436

CONTRACT AMOUNT: $4,716,408.00

START DATE: MARCH 2012
COMPLETION DATE: MAY 2013

PENNDOT 6839 SNYDER CO.

OWNER: PENNSYLVANIA DEPT OF TRANSPORTATION-DIST 3
ADDRESS: 715 JORDAN AVE
MONTOURSVILLE, PA 17754

PROJECT: BRIDGE PAINTING
BRIDGE RESTORATION
LOCATION: SELINSGROVE, PA

CLASS 1A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: RON DUGAN
HRI INC.
PHONE #: 570-326-9031
FAX #: 570-322-2183

CONTRACT AMOUNT: $560,000.00

START DATE: MAY 2012
COMPLETION DATE: MAY 2013

PENNDOT 91482 ELK CO.

OWNER: PENNSYLVANIA DEPT OF TRANSPORTATION-DIST 2
ADDRESS: P.O, BOX 342
CLEARFIELD, PA 16830

PROJECT: BRIDGE PAINTING
BRIDGE REHABILITATION
LOCATION: SPRING CREEK, PA

CLASS 1A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: KENNY PORTER
THE LC WHITFORD CO. INC.
PHONE #: 585-593-3601
FAX #: 585-593-1876

CONTRACT AMOUNT: $80,000.00

START DATE: MAY 2012
COMPLETION DATE: MAY 2013

D261908 ERIE COUNTY

OWNER: NYS DEPT OF TRANSPORTATION
ADDRESS: 100 SENECA ST
BUFFALO, NY 14203

PROJECT: PAINTING 6 BRIDGES

LOCATION: BUFFALO, CHEEKTOWAGA & ORCHARD PARK, NY

CLASS 1A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: FAISAL HUSSAIN, EIC

PHONE #: 716-831-7057
FAX #: 716-847-3823

CONTRACT AMOUNT: $1,325,000.00

START DATE: APR 2012
COMPLETION DATE: MAR 2013

METROPOLITAN DISTRICT WATER TANK PAINTING

OWNER: THE METROPOLITAN DISTRICT
ADDRESS: 555 MAIN STREET
HARTFORD, CT 06142

PROJECT: WATER TANK PAINTING & REPAIRS

LOCATION: NEWINGTON & ROCKY HILL, CT

CLASS A CONTAINMENT
SP6 SURFACE PREPARATION - EXTERIOR
SP10 SURFACE PREPARATION - INTERIOR
LEAD REMOVAL

CONTACT: TED LUND, DIVISION MGR
ACUREN INSPECTION
PHONE #: 860-526-2610
FAX #: 860-526-5018

CONTRACT AMOUNT: $444,000.00

START DATE: DEC 2012
COMPLETION DATE: MAY 2013

D262009 VARIOUS LOCATIONS REGION 1

OWNER: NYS DEPT OF TRANSPORTATION - REG 1
ADDRESS: R1 CONSTRUCTION, POD 5-1
50 WOLF RD.
ALBANY, NY 12232
PROJECT: CLEAN & PAINT 6 BRIDGES

LOCATION: LEWIS, WILMINGTON, LAKE GEORGE
BETHLEHAM & ALBANY, NY

CLASS A CONTAINMENT
SP10 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: ANTHONY CORRADI, PROJ MGR
BETTE & CRING CONSTRUCTION
PHONE #: 518-213-1010
FAX #: 518-213-1050

CONTRACT AMOUNT: $1,341,700.00

START DATE: JULY 2012
COMPLETION DATE: APRIL 2013

D261816 BROOME COUNTY

OWNER: NYS DEPT OF TRANSPORTATION - REG 9
ADDRESS: 44 HAWLEY STREET
BINGHAMTON, NY 13901

PROJECT: LOCALIZED PAINT REMOVAL AT 5 BRIDGES
BRIDGE REPAIR PROJECT
LOCATION: JOHNSON CITY, NY

SP11 SURFACE PREPARATION
LEAD REMOVAL

CONTACT: JIM CONROW
R. DEVINCENTIS CONSTRUCTION INC.
PHONE #: 607-723-4319
FAX #: 607-723-9539

CONTRACT AMOUNT: $300,300.00

START DATE: AUG 2012
COMPLETION DATE: MAY 2013

CONSTRUCTION EQUIPMENT SCHEDULE

STATEMENT OF CONSTRUCTION EQUIPMENT OWNED BY AMSTAR OF WNY

ID NUMBER	MAKE	DESCRIPTION	YEAR MFG	Purchase Price Yr. Purchased	Accumulated Depreciation	Net Book Value
6		equipment	1993	15,801	15,801	-
7		equipment	1994	33,981	33,981	-
8		dust collector	1995	78,181	72,895	5,286
9		compressor	1995	4,999	4,666	333
10		compressor	1995	6,421	6,100	321
11		generator	1995	1,989	1,989	-
12		generator	1995	787	787	-
13		painting equipment	1995	1,885	1,885	-
19		ladder/related equipment	1996	1,398	1,398	-
20	Boss	Light plant	1996	1,605	1,605	-
21		equipment	1996	5,076	5,076	-
22		Hilti	1996	827	827	-
23		steam cleaner	1997	1,509	1,509	-
24		chain fall	1997	245	245	-
25		ladder/related equipment	1997	170	170	-
26		safety nets	1997	814	814	-
27		snow plow	1997	2,726	2,726	-
28		triton trailer	1997	2,877	2,877	-
29	JLG	Scissor lift	1997	12,000	11,978	22
30		air compressor	1997	7,490	7,490	-
31		air compressor	1997	5,350	5,350	-
32		Needer scaler/vac shroud	1997	600	600	-
33		power washer	1998	5,684	5,670	14
34		ladder/extension plank	1997	3,056	3,056	-
35		miter saw and vacuum	1997	637	637	-
39		tarps	1998	3,045	3,030	15
40		power washer	1998	3,186	3,186	-
41		decon trailer & handwash	1998	45,830	45,502	328
42		24"x28" cap stage	1998	1,814	1,814	-
43		steel decking	1998	6,543	6,521	22
44		24"x28" cap stage	1998	1,439	1,439	-
45	Sullair	air compressor	1998	80,329	80,329	-
46		air compressor	1998	17,420	17,420	-
47		Aerial work platform	1998	14,242	14,242	-
48		rigging equipment	1998	1,250	1,250	-
49		Needle scaler	1998	948	948	-
50		power washer	1998	2,300	2,290	10
51		IPEC Machine	1998	155,000	154,838	162
52		Village Circle equipment	1999	5,350	5,350	-
53		The Source equipment	1999	1,642	1,642	-
54		Airport ground	1999	1,285	1,285	-
55		I8000 crane	1999	39,852	39,801	51
58		45' trailer	2000	4,000	4,000	-
59		warehouse storge trailer	2000	972	972	-
60		185 CFM air compressor	2000	4,815	4,815	-

CONSTRUCTION EQUIPMENT SCHEDULE

STATEMENT OF CONSTRUCTION EQUIPMENT OWNED BY AMSTAR OF WNY

ID NUMBER	MAKE	DESCRIPTION	YEAR MFG	Purchase Price Yr. Purchased	Accumulated Depreciation	Net Book Value
61		NG air machine	2000	1,501	1,501	-
62		9000 watt generator	2000	756	756	-
63		gas generator	2000	405	405	-
64		sand pot	2000	2,008	2,008	-
66		900 cfm air compressor	2000	11,550	11,550	-
67		375 cfm air compressor	2000	4,725	4,725	-
68		376 cfm air compressor	2000	4,725	4,725	-
69		cable puller	2000	2,625	2,625	-
70		AD85 dryer unit	2000	4,849	4,849	-
71		webdecks (2)	2000	47,480	47,480	-
77		4500 cfm dust collector	2000	26,568	26,568	-
81		portable crane lift	2000	500	500	-
82		compressor	2000	1,500	1,500	-
83		Hyster pallet machine	2000	1,500	1,500	-
84		Fuel storage tank	2000	2,000	2,000	-
85		misc. equipment	2000	5,450	5,450	-
89		ultrasonic test gauge	2001	1,019	1,003	16
92		auctioned equipment	various	5,853	5,757	96
93		auctioned equipment	various	480	424	56
94		tanks	2001	4,404	4,404	-
95		pneumatic sanders	2001	1,780	1,780	-
96		air hepa vacuum	2001	2,887	2,887	-
97		air needle gun	2001	1,226	1,226	-
98		mini-flush system	2001	2,373	2,373	-
99		decking 22 gauge	2001	3,646	3,523	123
101		welding- bobcat 225	2001	3,480	2,854	626
102		14" cut off saw	2001	805	711	94
103		2 storage trailers	2001	2,000	1,733	267
106		positech	2001	553	509	44
107		desco equipment	2001	2,011	1,843	168
108		hoist	2001	362	318	44
109		ladder	2001	215	190	25
110		110' aluminum ladder	2001	1,582	1,369	213
111		hoist	2001	14,818	12,597	2,221
112		tractor	2001	7,344	6,977	367
117		air compressor	2001	3,675	3,124	551
118		portable light tower	2001	2,625	2,231	394
119		portable light tower	2001	2,625	2,231	394
120		portable light tower	2001	2,625	2,231	394
121		gas sensor kit	2001	1,943	1,556	387
122		trailer	2002	4,012	3,342	670
123		trailer	2002	5,680	4,544	1,136
128		Mack tractor	2002	1,960	1,621	339
130		misc. equipment	2002	2,052	1,697	355
131		pump kit	2002	1,274	1,055	219
132		positector 6000	2002	1,205	997	208
133		alnor velometer (2)	2002	725	600	125

CONSTRUCTION EQUIPMENT SCHEDULE

STATEMENT OF CONSTRUCTION EQUIPMENT OWNED BY AMSTAR OF WNY

ID NUMBER	MAKE	DESCRIPTION	YEAR MFG	Purchase Price Yr. Purchased	Accumulated Depreciation	Net Book Value
134		scaler NP 34 needle 3mm	2002	1,507	1,246	261
135		generator	2002	2,139	1,769	370
136		hoist	2002	13,500	11,167	2,333
137		storage trailer	2002	2,168	1,794	374
139		power washer	2002	4,338	3,589	749
143		PK22000 crane	2002	32,400	22,140	10,260
144		welding equipment	2002	1,552	1,008	544
145		HMAX 350 Siphon bare	2002	5,384	3,680	1,704
146		pressure washer	2002	1,566	1,096	470
147		power washer	2002	4,338	2,966	1,372
148		elcometer tool 456 (2)	2003	1,353	881	472
149		equipment trailer	2003	2,668	1,646	1,022
150		pump kit	2003	1,624	948	676
151		CO monitor	2003	1,141	665	476
152		CO monitor	2003	1,176	666	510
153		air compressor	2003	105,716	63,429	42,287
154		air monitors	2003	1,070	606	464
158		24"x20' aluminum stage	2003	1,028	532	496
159		paint sprayer	2003	3,518	1,877	1,641
160		paint sprayer	2003	3,518	1,877	1,641
161		generators(2)	2003	400	213	187
162		Fuel tanks(2) with pump	2003	1,000	533	467
163		Trailer	2003	4,750	2,533	2,217
164		Armsco vacuum	2003	800	427	373
165		18' aluminum scaffold	2003	375	200	175
166		pressure washer	2003	2,631	1,184	1,447
167		propane floor sweeper	2003	417	194	223
168		water filtration system	2003	298	140	158
169		tornado dust collector	2003	71	33	38
170		miller cp 300 welder	2003	208	98	110
172		2mac/1000 air hoist	2003	4,930	2,383	2,547
174		sullair air compressor	2004	105,977	45,923	60,054
176		LFS-10 filtration system	2004	2,456	1,023	1,433
178		graco paint sprayer	2004	4,325	2,163	2,162
179		auctioned equipment	various	14,655	5,862	8,793
180		auctioned equipment	various	622	238	384
181		auctioned equipment	various	9,131	3,500	5,631
183		auctioned equipment	various	900	345	555
184		auctioned equipment	various	3,810	1,334	2,476
185	EZ Access	web decking	2004	10,206	3,912	6,294
188		graco pump	2004	8,823	2,794	6,029
189		misc. equipment	2004	659	209	450
192		hoist	2004	8,092	2,427	5,665
193		air compressor	2004	2,991	748	2,243
194		decon R0480	2004	28,400	7,573	20,827
199		air compressors	2005	4,500	975	3,525
200	Vintage	trailer	2005	5,831	1,360	4,471

CONSTRUCTION EQUIPMENT SCHEDULE

STATEMENT OF CONSTRUCTION EQUIPMENT OWNED BY AMSTAR OF WNY

ID NUMBER	MAKE	DESCRIPTION	YEAR MFG	Purchase Price Yr. Purchased	Accumulated Depreciation	Net Book Value
201	Eagle Ind.	handwash sinks	2005	6,495	1,407	5,088
202		dust collector	2005	48,713	10,555	38,158
203		misc equipment	2005	6,495	1,407	5,088
204		misc equipment	2005	700	152	548
207		paint sprayer	2005	217	107	110
209		tank containment	2005	541	99	442
210		pressure washer	2005	2,226	334	1,892
211		pressure washer	2005	2,226	334	1,892
212		portable arrow board	2005	425	64	361
213		portable arrow board	2005	425	64	361
214		air tank dryer	2005	5,423	1,085	4,338
216		misc. equipment	2005	371	74	297
218		pump	2005	3,700	432	3,268
219		air compressor	2005	20,984	2,098	18,886
220		laser range meter	2005	363	48	315
221		paint sprayer	2005	7,004	817	6,187
222		Gapvax	2005	276,000	27,600	248,400
225		Little Bully sand blaster	2005	5,885	490	5,395
226		Hoist	2005	3,564	178	3,386
227		Polybrid spray system	2005	21,000	1,400	19,600
228		Trailblazer 302D welder	2005	6,959	464	6,495
229		JLG 60H aerial lift	2005	9,720	810	8,910
230		Curtis plow	2000	1,700	113	1,587
233		Hoist	2006	6,525	218	6,307
234		hoist	2006	6,525	218	6,307
235		Storage container	2006	1,732	87	1,645
236		pumps	2000	600	20	580
237		Indirect diesel heater	2006	2,484	124	2,360
238		Indirect diesel heater	2006	2,701	135	2,566
239		Indirect diesel heater	2006	2,701	135	2,566
241		Shop equipment	2006	1,512	18	1,494
243		hoist	2006	7,278	728	6,550
245		generators	2006	2,280	-	2,280
				1,677,187	1,040,376	636,811

ASSIGNED NUMBER	AS OF YEAR	2/14/07 VEHICLES	MAKE	E-Z #	VIN#	RENEWAL STATUS	CORRECTIONS	INSPECTION # & DATE	DRIVER	IFTA TAGS	HUT #
A01	2000	1 TON STAKE TRUCK	FORD		1FDAF57F6YEB33317	5/31/08		10125032 5/7	KENNY		
A02	1991	SCIZZOR TRUCK	INTERNAT.		1HTSDNUN0MH384878	5/31/07		15245572	STAKE	x	
A03	1987	LIFT TRUCK - FLAT BED	INTERNAT.		1HTLCH0N0HHA10526	3/31/07		15201171 3/7	STAKE		
A04	1987	BOX TRUCK	FORD		1FDXR82A6HVA67138				BOX TRK.	x	
A05	1993	4600 FLAT BED	INTERNAT.		1HTS8ZPK4PH477124	5/31/08			FLAT		
A06	1993	4600 FLAT BED	INTERNAT.		1HTS8ZPK0PH477127	5/31/08			FLAT		
A07	2006	F450 STAKE	FORD		1FDXX47P56ED35380	4/30/08		11518873 4/7	DOUG		
A08	1992	BOX TRUCK (KODIAK)	FORD		1FDXR82A5NVA34594	5/31/07		15021349 3/7	MARK	x	C69185
A09	1992	STAKE TRUCK	CHEVY		1GBJK34J2NE183113	7/31/06		10120937 2/1/07	RICK		
A10	2005	GAP VAX	VOLVO		4V5KC9GH95N387884	2/31/07		15021343 3/7	GAP VAX	x	
A11	1993	3/4 TON PICKUP	FORD		1FTHF38M7PNA97384	6/30/08		10120953 3/7	WELDTRK		
A12	1991	CRANE TRUCK	FORD		1FDZU82A2MVA34476	10/31/07		15201102 4/7	CRANETRK	x	
A13	2006	SILVERADO	CHEVY		1GTHK23D26F260883	7/31/07	NEW JUL. 2006	11423548	JOHNNY		
A14	1986	ATINUATOR TRUCK	FORD F700		1FDNK74N3GVA12179	4/30/07		15245580 6/7	CRASH TRK		
A15	1984	BOX TRUCK	INTERNAT.		1HTLDUDN8EHA37760				BOX TRK.		
A16	2007	F350 PICKUP	FORD		1FTWX31P57EA12578	10/30/08	NEW OCT. 2006	12740598	BRIAN		
A17	1992	BOX TRUCK	FORD		1FDXR82A6NVA34720	6/30/07		15116197 3/7	RICK		
A18	1995	3/4 TON PICKUP	CHEVY		1GCGK29K4SE127980	11/30/06		4069873 5/7	PLOW TRK		
A19	2001	1/2 TON PICKUP	FORD		1FTRX17L51NA44511	11/30/08		6-Nov	BRUCE		
A20	1999	3/4 TON PICDKUP	FORD		1FTNW21L2XED84387	1/31/08					
A21	2000	3/4 TON PICKUP	CHEVY		1GCGK29U4YE247813	12/31/07			CHICO		
A22	2000	3/4 TON PICKUP	CHEVY		1GCGK29U5YE247779	10/31/07					
A23	2002	3/4 TON PICKUP	CHEVY		1GCHK29182E188428	1/31/08			FUDD		
A24	1993	NUCKEL BOOM	KENWORTH		1XSKDD8OX3PJ597247	10/31/07		15021332 1/7	COUPE	x	
A25	1998	SUPER SUCKER-VAC.	FORD L9000		1FDZY09X5TVA31930		NEW FEB. 2007		VACTRK.		
A26	2002	GAP VAX	VOLVO		4V5KC9UF32N321989	12/31/06		15005214 1/8	VACTRK.		
A27	2000	STAKE TRUCK / PLOW	CHEVY		IGBJK34FZYF474074		NEW OCT. 2006	15298205	SHOP		
A28	2001	SILVERADO	CHEVY		2GCEK19T311152900	4/30/08		10582104 4/7	J. LUKE		
A29	1999	DUMP BODY / PLOW	CHEVY		1GBKC34F7XF082093		NEW OCT. 2006	11027252 1/8	DUDE		
A30	1994	NUCKEL BOOM	FORD L8000		1F0ZU90C3RVA25709	3/31/07		15116198 3/7	LYNN	x	
A31	1998	BOX TRUCK	INTERNAT.		1HTSDAAN2TH274693	3/31/08		15005213 1/8	BOX TRK.		
A32	1995	BOX TRUCK	FORD		1FDJH81E2SVA80094	4/30/07			ROGER		
A33	2004	SILVERADO	CHEVY		1GCHK29234E290451	3/31/08		10149607 1/7	RICK		
A34	2003	SILVERADO	CHEVY		1GCHK23123F184436				MARK O.		
A35	2005	SIENNA	GMC		2GTEK83N551187906	8/31/07		2002207 1/8	MIKE		
A36	2004	F350 PICKUP	FORD		1FTSW31P04ED82567	6/30/08		10095581	ROGER		
A37	1997	BOX TRUCK	FORD		1FDXR82E5VVA18155				BOX TRK.		
A38	2002	F350 PICKUP	FORD		1FTSX31F42EC56836	2/31/07		10708768 3/7	JOHN HAM.		
A39	2000	BOX TRUCK	FREIGHT.		1FVBHJAA6YHF88491	2/29/08		15195820	BRIAN		
A40	1993	UTILITY W/ AIR COMP.	NAVISTAR		1HTMGPHL8PH536583				UTILITY		
A41	1993	UTILITY W/ AIR COMP.	NAVISTAR		1HTMGPHL3PH536587				UTILITY		
A42	1990	TRACTOR 379	PETERBILT		1XP5DB9X6NN305368		NEW 2006		TRACTOR		
A43	2007	F450 STAKE	FORD		1FDXX47P47EA25822		NEW 2006		ROGER		
A44	2005	F350 PICKUP	FORD		1FTWX31PX5EB15489		NEW JAN 2007		DARRELL		
A45	1997	TRACTOR W90	KENWORTH		1XKWDB9X1VJ756724		NEW FEB 2007		TRACTOR		

MAINE

YEAR	2/28/2007 VEHICLES	MODEL/ BODY	MAKE	VIN#	YEAR PURCHASED	STATE REGISTERED	ASSIGNED NUMBER	VALUE	STATUS RENEWAL	PLATE NUMBER	REGISTER WEIGHT
					PLATES ISSUED			REGISTERED TRAILER ONLY			
1993	IPEC - STEEL SHOT	IPEC 500	TALBERT	40FW03437P1010395	1998	MAINE	A25	150000	2/28/2008	43-778	EQUIPME
2003	SULLAIR AIR COMPRES	1600 CFM	SPECIAL PLATE	004-140203	2003	MAINE	CP08	106000	2/28/2008	43-793	
2004	SULLAIR AIR COMPRES	1600 CFM		004-142901	2004	MAINE	CP09	106000	2/28/2008	46-663	
1994	FLATBED - TRAILER		DORSEY	1DTP10Z25RP033121	2002	MAINE	D1	5000	2/28/2012	1261380	
1992	DUST COLLECTOR	10000 CFM	TITAN	1V9PT1820R1090005	1995	MAINE	DC110	40000	2/28/2012	1261376	
1998	DUST COLLECTOR	45000 CFM	OLYPMIC/TITAN	DJHST834208H24921	1998	MAINE	DC145	75000	2/28/2008	860357	
2002	DUST COLLECTOR		CHEETAH	1R9TS282921185189	2002	MAINE	DC245	75000	2/28/2012	1261383	
2002	DUST COLLECTOR		CHEETAH	1R9TS282921165188	2002	MAINE	DC345	75000	2/28/2012	1261382	
1998	HAND WASH UNIT		EAGLE	1A9VUWE10S1247485	1998	MAINE	DT1	6000	2/28/2012	1261377	
1995	DECON TRAILER		EAGLE	1A9VCTL20W1247828	1995	MAINE	DT2	20000	2/28/2012	1261379	
1998	DECON TRAILER		EAGLE	1A9VBTG26W1247815	1998	MAINE	DT3	20000	2/28/2012	1261378	
1995	DECON TRAILER	ACSI	EAGLE	1A9VBJG20S1247484	1995	MAINE	DT4	26000	2/28/2008	46628	
1980	SEMI-TRAILER		FRUEHAUF	FWT100003	2002	MAINE	F1	1300	2/28/2012	1261372	
1978	SEMI-TRAILER		FRUEHAUF	DXZ2109523	2000	MAINE	F2	10000	2/28/2012	1261374	
1987	FLATBED - TRAILER		GREAT DANE	1GRDM6025HM045215	2004	MAINE	FB1	2250	2/28/2009	960969	
1991	OFFICE EQUIPMENT STORAGE TRA		GREAT DANE	1GRAA8017M3055019	2002	MAINE	GD2	2200	2/28/2012	1261384	
1989	DRY VAN		TRAILMOBILE	1PT011AJ3K9010773	2002	MAINE	T1	3000	2/28/2012	1261373	
1988	FLATBED - TRAILER		EAGER BEAVER	112TXT200HA120008	2003	MAINE	UT1	5000	2/28/2010	1051345	
1995	VECLOADER -TITAN	20000 CFM	VACUUM ENG	1V9PT182XR1090046	1995	MAINE	V1	50000	2/28/2012	1261375	
2005	DUST COLLECTOR	DCE45		DJHW834208H300891	2005	NYS	DC445	50000			
1987	FLATBED - TRAILER	FLAT	GREAT DANE	1GRDM8027HJ007408	2004	NYS	GD1	2250	12/31/2007	AN60626	
2005	BOX TRAILER	B820	VINTAGE	5BWUV202251000339	2005	NYS	UT2	6000	12/31/2007	AM73423	
1986	FLATBED - TRAILER	FLAT	HURST	1H9T52046F1057254	2005	NYS	UT5	700	12/31/2007	AM73408	
1996	TALBERT DROP DECK	FLAT	TALBERT	40FL05027T1014145	2007	MAINE		4800	2/28/2012	1266046	
1989	TRAILER	SEMI	TRAILMOBILE	1PTF73TJ8K9005313	2007				NEED PLATE		
1993	SEMI-TRAILER	SEMI	RSI	1RZ1KA1B7P1001327	2008	NYS	UT7	8500	12/31/2008	AR95192	REGISTE
	MJ EQUIPMENT							841500			
1999	SULLAIR AIR COMPRES	1300 CFM	SPECIAL PLATE	D04125809	2003	MAINE	CP07	190000	2/28/2008	41-699	EQUIPME
2002	SUPER UNIT		BENSON	5DMFSCTC73B000027	2002	MAINE	SU1	395000	2/28/2012	1261381	
2002	VACUUM LOADER	HV-57	GAP VAX	SERIAL # HV57-0334-02	2002	NYS	A26	217000	SEE VEHICLE LIST		
2001	DUST COLLECTOR	DC80000	OLYPMIC	1Z9GA41211V148083	2008	NYS	DC580	70000	12/31/2007	AN59448	
2001	ARIESVAC		BENSON	5DMFSCPC31B000517	2008	NYS	SU2	180000	12/31/2007	AN59424	
1989	HYDRAULIC TILT TRAILER		LANDOLL	1LH317UH9K1004871	2008	NYS	UT6	20000	12/31/2007	AN59449	
2008	SUPER UNIT	ARIESVAC	ADVANCED REC	5DMFSCTCX8B000811	2008			415000	NEED PLATE		
1997	TRAILER	SE	GREAT DANE	1GRAA5616VB178303	2007	MAINE			2/28/2012	1261345	
1997	TRAILER	SE	GREAT DANE	1GRAA561XVB178305	2007	MAINE			2/28/2012	1261344	
1997	TRAILER	SE	GREAT DANE	1GRAA5610VB098602	2007	MAINE			2/28/2012	1261343	
								1487000			
								2328500			

MICHAIL KOUIMANIS
9366 HUNTING VALLEY
CLARENCE, NY 14031

EDUCATION

HIGH SCHOOL: GRADUATE XIOS GREECE
UNIVERSITY: GRADUATE MERCHANT MARINE ACADEMY
BACHALOR OF SCIENCE MECHANICAL ENGINEERING
ATHENS GREECE

WORK EXPERIENCE

1993-PRESENT: AMSTAR OF WESTERN NEW YORK, INC.
PRESIDENT. RESPONSIBILITIES INCLUDE THE FORMULATION AND ADMINISTRATION OF COMPANY POLICIES AND OPERATIONAL PROCEDURES
1989-1993: ERIE PAINTING AND MAINTENANCE. FOREMAN
1987-1989: ERIE INTERSTATE. FOREMAN
1984-1987: LEMOS SHIPPING LINES. CHIEF ENGINEERS FIRST MATE

TRAINING

FIRST AID/CPR
HAZWOPPER
CONFINED SPACE
C3 SUPERVISOR/COMPETENT PERSON
C5 SUPERVISOR/COMPETENT PERSON REFRESHER

MILITARY EXPERIENCE

TWO YEARS GREEK ARMY

JOHN C. LIGNOS
6215 Bunting Rd.
Orchard Park, New York 14127
(716) 649-4549

PERSONAL

DATE OF BIRTH: MAY 23, 1971
MARRIED WITH TWO CHILDREN
HEALTH: GOOD
SPEAK FLUENT GREEK

EDUCATION

1989 GRADUATE WILLIAMSVILLE EAST HIGH SCHOOL

-SUMMA CUM LAUDE
-MEMBER NATIONAL HONOR SOCIETY
-MEMBER FUTURE BUSINESS LEADERS OF AMERICA
-VICE CHAIRMAN FUTURE BUSINESS LEADERS OF AMERICA NATIONAL CONFERENCE
-MEMBER STUDENTS AGAINST DRUNK DRIVING
-STUDENT GOVERNMENT PRESIDENT 1988 AND 1989

1989-1991 COLGATE UNIVERSITY

-MEMBER STUDENT GOVERNMENT
-MEMBER OF COLGATE DIVISION I HOCKEY TEAM

1991-1994 UNIVERSITY AT BUFFALO

-BACHELOR OF SCIENCE DEGREE CIVIL ENGINEERING
-BACHELOR OF ARTS DEGREE ECONOMICS

WORK EXPERIENCE

1993-PRESENT AMSTAR OF WESTERN NEW YORK CO., INC
VICE PRESIDENT.RESPONSIBILITIES INCLUDE THE FORMULATION AND ADMINISTRATION OF COMPANY POLICIES AND OPERATIONAL PROCEDURES.

TRAINING

FIRST AID/CPR
HAZWOPPER
CONFINED SPACE
C3 SUPERVISOR/COMPETENT PERSON
C5 SUPERVISOR/COMPETENT PERSON REFRESHER

ASSOCIATIONS

SSPC KEYSTONE/EMPIRE CHAPTER VICE CHAIRMAN
MARCH OF DIMES VICE CHAIRMAN "GOURMET GALA"
VARIETY CLUB SERVE ON SEVERAL COMMITTEES
BUFFALO CHILDRENS HOSPITAL ANNUAL FUND DRIVE COMMITTEE MEMBER
STAR LIGHT STAR BRIGHT CHILDRENS FOUNDATION

WILLIAM H. MELLICK IV
70 SOUTHPOINT DRIVE
LANCASTER, NY 14086

PERSONAL DATA:

Birthdate: May 8, 1956
Health: Excellent
Marital Status: Married, Two Children

EDUCATION:

Lafayette College
Easton, PA 18042
Degree: Bachelor of Science
Major: Civil Engineering
Graduated: 1978

PROFESSIONAL EXPERIENCE:

S & M Constructors
Solon, Ohio 44139

1978: Employed as Field Engineer on S & M's $50 Million contract for the construction of twin subway tunnels, vent shafts and an open cut structure for the City of Baltimore, MD.

1979: Promoted to Project Engineer on above project. Responsible for cost reports, coordination of shift/field engineers, pay estimates and claim negotiations with the owner.

1982: Project Engineer/Assistant Project Manager on $30 Million contract for South Campus Subway Station in Buffalo, New York. Responsibilities included company cost reports and cash flows, scheduling, coordination/supervision of subcontractors, extensive claim negotiations with the owner.

WILLIAM H. MELLICK IV
(CONTINUED)

Frank L. Ciminelli Construction Corporation
Buffalo, New York 14202

1986: Employed as Estimator. Assisted in the preparation of bids for the heavy highway department. Responsible for the implementation of a computerized estimating system.

1988: Project Engineer on the construction of the Walden Galleria Mall ($30 Million).

Nichols Long & Moore Construction Corporation
Lancaster, New York 14086

1989: Employed as Business Manager

1990: Promoted to Treasurer

2001: Promoted to Vice-President

Responsibilities included organization and management of corporate office, implementation of a complete computerized job cost based accounting system (Timberline), estimating, project management, computerized scheduling and preparation of corporate financial reports. Managed all aspects of 500+ projects totaling in excess of $200 million.

Amstar of Western New York, Inc.
Hunting Valley Construction, Inc.
Cheektowaga, NY 14225

2011: Employed as Vice President of Operations

BRUCE C. COZAD

Project Manager
Amstar of WNY

SUMMARY OF QUALIFICATIONS

- 32 hour SSPC C-3 Supervisor/Competent Person Training for Deleading of Industrial Structures
- 4-8 hour C-3 Refresher Courses
- 8-hour Coating Inspections and Instruments – taught by Dave Gibson & Fred Smith
- Confined Space Air Monitoring Training
- National Safety Council First Aid/CPR Certification
- Dale Carnegie Graduate – 1986
- University of Buffalo – Millard Fillmore 1974 – 1977
- ECC North – 1986 – 1987
- Primavera SureTrak Project Scheduling Training

WORK HISTORY

1970 – 1985 Manson Construction – pile driving, marine construction

certified welder, certified diver to 120' depth, licensed to operate tugboats under 26' beam, pushed and towed barges through the Welland Canal and the Erie Canal, Lake Erie and Lake Ontario. Specialized in welding under water, driving piling with the ICE vibratory units, placing concrete under water. Manson worked for the Power Authority many years placing and removing the ice boom, as well as repairing the anchoring units on the bottom of the lake in the summer.

1986 – 1992 Bhandari Constructors & Consultants Inc., Syracuse,NY

Hired as an assistant to the lead Project Manager for estimating, bidding, operations management, coordination of all sub contractors work, and contract management. Major projects include the construction of the Buffalo State College Field House Ice Hockey Rink and Basketball Arena. Contract Value of 18 million.

University of Buffalo Fine Arts Building. Contract value of 49 million. Responsibilities were the same as listed above. Coordination of 42 subcontractors. Invaluable experience

1993 – 1995 Aqua Tech Inc.- Specialized in Rehabilitation of waste water treatment plants

Project Manager, estimating, bidding, coordinate all subcontractors

1995 – 1998 Erie Painting and Maintenance – Bridges and Water Tanks

Project Manager, bidding, estimating, coordinate all subcontractors

1998 – 2000 United Eagle Painting Inc. – Bridges and Water Tanks

Project Manager, bidding, estimating, coordinate all subcontractors

2000 – Present – Amstar of WNY – Bridges and Water Tanks

Extensive Project Management, bidding, estimating. Contracts and scheduling require Primavera SureTrak system. Extensive planning and coordination of all activities with sub contractors. The recent completion of the cleaning and painting of the "Trenton Makes" bridge for the Delaware River Joint Toll Bridge Commission involved extensive milling and paving, electrical work, and coordination with the steel work for the removal and replacement of the huge steel neon sign across the spans of the bridge.

MITCHELL BLUM CSP, CHMM, CHST
13362 Irving Street
Alden, NY 14004
(716) 937-0218

Mr. Mitchell Blum has over nine years experience in the steel structures industry serving in the capacity as an Industrial Hygienist and over ten years of safety related experience.

Certifications:

1. Certified by the BCSP as a Certified Safety Professional (CSP); Certification Number 16953
2. Certified by the Institute of Hazardous Materials Management as a Certified Hazardous Materials Manager (CHMM); Certification Number 12467.
3. Certified by the ABIH/BCSP Joint Committee as a Construction Health and Safety Technician (CHST); Certification Number C302.
4. EPA Certified Risk Assessor

Current Experience: **MB Environmental Consulting, Inc.** June 1999 thru present
Industrial Hygienist

Responsibilities:

1. Conduct worker exposure monitoring for toxic metals, silica and Volatile Organic Compounds (VOC) and ensure compliance with OSHA Permissible Exposure Limits.
2. Conduct environmental testing including Total Suspended Particulate (TSP), soil, waste and water testing.
3. Conduct weekly and/or monthly site inspections and write monthly NYSDOT state certification reports.
4. Write Health and Safety Plans including Lead Exposure Control Plan.
5. Conduct pre SSPC QP1 and QP2 audit to help contractors comply with the stringent requirements.
6. Teach courses in Lead Awareness, OSHA 10 Hour Construction Safety, Supervisor/ Competent Person 8-hour refresher training for lead, HazCom, Fall Protection and Scaffolding.
7. Manage companies safety and training programs.
8. Assist companies in complying with the Society for protective Coatings (SSPC) Painting Contractor Certification Program (PCCP).

Previous Experience: **Leighton Associates** March 1995 - June 1999
Industrial Hygienist

Responsibilities:

1. Conduct worker exposure monitoring for toxic metals, silica and Volatile Organic Compounds (VOC) and ensure compliance with OSHA Permissible Exposure Limits.
2. Use TSP, PM-10 and Dataramas for ambient air compliance.
3. Conduct weekly site inspections and write monthly NYSDOT state certification reports.
4. Teach courses in Lead Awareness, Confined Space, OSHA 10 Hour Construction Safety, SSPC C-3 Supervisor/Competent Person hands-on sections, SSPC C-5 Supervisor/Competent Person 8-hour refresher.

MITCHELL BLUM CSP, CHMM, CHST
13362 Irving Street
Alden, NY 14004
(716) 937-0218

Authorized Trainer for:

1. Society for Protective Coatings (SSPC) C-3 Supervisor/ Competent Person Training for Deleading of Industrial Structures.
2. Society for Protective Coatings (SSPC) C-5 Supervisor/ Competent Person Refresher Training
3. OSHA Outreach Training for 10 and 30 Hour Construction Industry
4. OSHA Outreach Training for 10 and 30 Hour General Industry
5. American Traffic Safety Services Association (ATSSA) Traffic Control Technician (TCT)
6. American Traffic Safety Services Association (ATSSA) Traffic Control Supervisor (TCS)
7. American Traffic Safety Services Association (ATSSA) Flagger Instruction

Relevant Training:

1. 32 Hour SSPC C-3 Supervisor/Competent Person Training for Deleading of Industrial Structures
2. Accident Investigation
3. NACE Session I
4. OSHA #500 Trainer Course in Occupational Safety & Health Standards for the Construction Industry
5. OSHA #501 Trainer Course in Occupational Safety & Health for General Industry
5. Forklift Train the Trainer
6. OSHA #309A- Electrical Standards
7. Practical Risk Assessment
8. Scaffold Safety for the Competent Safety Professional
9. OSHA 222A Respiratory Protection
10. OSHA 226 Permit-Required Confined Space Entry
11. OSHA 311 Fall Arrest Systems
12. ATSSA Traffic Control Technician
13. ATSSA Traffic Control Supervisor
14. ATSSA Flagger Instructor Course
15. NYSDOL Asbestos Project Monitor

Education: B.S. in Environmental Science, University of Massachusetts — February 1995

BRIAN P. KULCZYK
3365 Bakerstand Road
Franklinville, NY 14737
716-676-9982

EDUCATION

Graduated from Riverside High School, Buffalo, NY

TRAINING

First Aid / CPR
C-3 Supervisor/Competent Person Training for Lead Abatement
C-5 Supervisor / Competent Person Refresher Training.
OSHA Annual Lead Refresher Course.
Asbestos Supervisor Training Course.
Trained By MB Environmental to use TSP and PM-10 Air Monitors, and Personal Air Pumps

WORK EXPERIENCE

1998-Present	Amstar of Western New York, Inc. – Superintendent on various water tank and bridge repainting projects in NY, NJ, Rhode Island and Massachusetts that utilized SSPC Class 1A Containment.
1984-1998	Gogos & Weber Inc. Supervisor on various water tank and bridge repainting projects.

Lawley

361 Delaware Ave, Buffalo, NY 14202
(p) 716.849.8618 | (f) 716.849.8291

April 28, 2016

Amstar of Western New York, Inc.
825 Rein Road
Cheektowaga, NY 14225

Re: Bond Program for Amstar of Western New York, Inc.

To Whom It May Concern:

Please be advised that Amstar of Western New York, Inc. is in good standing and a valued surety client of Fidelity and Deposit Company of Maryland, an A+ rated, Treasury listed Surety Company.

Their current bonding capacity is $15,000,000. for single job and a $40,000,000. aggregate program.

If you need additional information, please call me at (716) 849-8696 or contact me by email at the following address: bhall@lawleyinsurance.com.

Sincerely,
Fidelity and Deposit Company of Maryland

Bradley J. Hall,
Attorney-In-Fact

bhall@lawleyinsurance.com
716.849.8696

SSPC
The Society For Protective Coatings

Amstar of Western New York, Inc.

of

Cheektowaga, NY

SSPC CERTIFIED CONTRACTOR
SSPC
QP1

has met or exceeded the requirements set forth in the SSPC Painting Contractor Certification Program for

FIELD APPLICATION OF COATINGS COMPLEX STRUCTURES SSPC-QP1

Larry Dip Vernon

.....

President, SSPC

March 31, 2016 – March 31, 2017

.....

Validation Period

ANAB ACCREDITED

Owners are advised to contact SSPC at 412-281-2331 ext. 2235 or ext. 2209 to verify authenticity of certification.

SSPC
The Society For Protective Coatings

Amstar of Western New York, Inc.

of

Cheektowaga, NY

SSPC CERTIFIED CONTRACTOR
SSPC
QP2

has met or exceeded the requirements set forth in the SSPC Painting Contractor Certification Program for

INDUSTRIAL HAZARDOUS PAINT REMOVAL SSPC-QP2

"A"

Category

President, SSPC

March 31, 2016 – March 31, 2017

Validation Period

ANAB ACCREDITED INSPECTION BODY

Owners are advised to contact SSPC at 412-281-2331 ext. 2235 or ext. 2209 to verify authenticity of certification.

State of New York
Department of State

} ss:

I hereby certify, that the Certificate of Incorporation of AMSTAR OF WESTERN NEW YORK, INC. was filed on 04/02/1993, with perpetual duration, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is an existing corporation.

***

WITNESS my hand and the official seal of the Department of State at the City of Albany, this 17th day of February two thousand and ten.

First Deputy Secretary of State

201002180215 102

New York State Department of Labor
Division of Safety and Health
License and Certificate Unit
State Campus, Building 12
Albany, NY 12240

ASBESTOS HANDLING LICENSE

Amstar Of Western New York, Inc.

825 Rein Road

Cheektowaga, NY 14225

FILE NUMBER: 99-1174
LICENSE NUMBER: 29383
LICENSE CLASS: FULL
DATE OF ISSUE: 03/16/2016
EXPIRATION DATE: 03/31/2017

Duly Authorized Representative – Michail Koumanis

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Eileen M. Franko, Director
For the Commissioner of Labor

SH 432 (8/12)

ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK

CONTRACT NO: W-23
STORAGE TANK REFURBISHING
PROJECT NO: 201500177

SECTION 00500

AGREEMENT

THIS AGREEMENT is dated as of the 8TH day of AUGUST in the year 2016, by and between the ERIE COUNTY WATER AUTHORITY (hereinafter called OWNER) and AMSTAR OF WESTERN NEW YORK, INC. (hereinafter called CONTRACTOR).

WITNESSETH: OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall at its own cost and expense furnish all labor, services, tools, materials, equipment and incidentals necessary to complete all Work as specified or indicated in the Contract Documents. The Work includes all work as shown on the drawings and described in the specifications.

ARTICLE 2 - ENGINEER

2.01 The Project has been designed by Wendel WD Architecture, Engineering, Surveying and Landscape Architecture, P.C. (Wendel) who is hereinafter called the ENGINEER. Wendel will assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIMES

3.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, Final Completion and readiness for final payment as stated in the Contract Documents are of the essence.

3.02 Milestone Dates

A. The Work associated with Veterans Park Tank Milestone as defined in Section 01131 Schedule of Completion shall commence on August 29, 2016 and shall be completed no later than October 18, 2016.

B. The Work associated with Van de Water Sludge Holding Tank Milestone as defined in Section 01131 Schedule of Completion shall commence on September 12, 2016 and shall be completed no later than November 1, 2016.

C. The Work associated with Pleasantview Tank Milestone as defined in Section 01131 Schedule of Completion shall commence on March 27, 2017 and shall be completed no later than May 26, 2017.

D. The Work associated with Sturgeon Point Washwater Tank Milestone as defined in Section 01131 Schedule of Completion shall commence on March 27, 2017 and shall be completed no later than May 26, 2017.

3.03 Days to Achieve Substantial Completion and Final Payment

A. If only the Base Bid is awarded, the substantial completion date for the Base Bid shall be by May 26, 2017 and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions by June 26, 2017.

B. If the Base Bid and Alternate A are awarded, the substantial completion date for all work shall be by May 26, 2017 and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions by June 26, 2017.

ARTICLE 4 - LIQUIDATED AND SPECIAL DAMAGES

4.01 Liquidated Damages

A. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and OWNER will suffer financial loss, apart from the costs described in paragraph 4.02.A, if the Work is not substantially completed within the time specified in Article 3 for each Milestone and Substantial Completion, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. OWNER and CONTRACTOR also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER:

- $1,000 for each day that expires after the date specified in Article 3 for Veterans Park Tank Milestone until Veterans Park Tank Milestones is reached for work to be performed on the Veterans Park Tank as specified in Article 3.

- $1,000 for each day that expires after the date specified in Article 3 for Van De Water Sludge Holding Tank Milestone until Van De Water Sludge Holding Tank Milestone is reached for work to be performed on the Van de Water Sludge Holding Tank as specified in Article 3.

- $1,000 for each day that expires after the date specified in Article 3 for Pleasantview Tank Milestone until Pleasantview Tank Milestone is reached for work to be performed on the Pleasantview Tank as specified in Article 3.

- $1,000 for each day that expires after the date specified in Article 3 for Sturgeon Point Washwater Tank Milestone until Sturgeon Point Washwater Tank Milestone is reached for work to be performed on the Sturgeon Point Washwater Tank as specified in Article 3.

- $1,000 for each day that expires after the date specified in Article 3 for Substantial Completion until the work is substantially complete.

4.02 Special Damages:

A. In addition to the amount provided for liquidated damages, CONTRACTOR shall pay OWNER the actual costs reasonably incurred by OWNER for engineering and inspection forces employed for the Work for each day that expires after the days specified in Article 3 for Substantial Completion (adjusted for any changes thereof made in accordance with Article 12 of the General Conditions) until the Work is substantially complete.

B. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER the actual costs reasonably incurred by OWNER for engineering and inspection forces employed for the Work for each day that expires after the time specified in Article 3 for Work to be completed and ready for final payment (adjusted for any extensions thereof made in accordance with Article 12 of the General Conditions) until the Work is completed and ready for final payment.

4.03 OWNER may deduct liquidated damages and special damages as determined by the provisions of this Article 4 from progress payments due CONTRACTOR under this Agreement.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR, in current funds, for completion of the Work in accordance with the Contract Documents the prices stated in CONTRACTOR'S Bid, which Bid is attached hereto and identified as Exhibit 1 of this Agreement. As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. OWNER shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER. CONTRACTOR'S Applications for Payment will be due on the last day of the month. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work, based on the number of units completed and accepted) or, in the event there is no schedule of values, as provided in the General Requirements. A progress payment will not be made whenever the value of the Work completed since the last previous progress payment is less than ten thousand dollars ($10,000).

1. Prior to Substantial Completion

a. Progress payments will be made in the amount of 95 percent of the Work completed, (with the balance being retainage), less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions; and

b. 95 percent of the cost of materials and equipment not incorporated in the Work but suitably stored (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100 percent of the Work completed, less such amounts as ENGINEER shall determine in accordance

with paragraph 14.2.B.5 of the General Conditions and less 200 percent of ENGINEER'S estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment:

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 As part of the inducement for OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance for the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition identified at the Site, if any, which have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may effect cost, progress or performance of the Work

or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any 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 Documents.

G. CONTRACTOR 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 Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 The Contract Documents consist of the following:

A. This Agreement (10 pages).

B. Performance Bond (2 pages).

C. Payment Bond (2 pages).

D. General Conditions (43 pages).

E. Supplementary Conditions (10 pages).

F. Specifications, as listed in the table of contents of the Project Manual.

G. Appendix A - Women and Minority Business Enterprise Policy

H. Appendix B - Insurance Requirements.

I. Appendix C - Prevailing Wage Rate Schedule.

J. Appendix D - Tank Location Maps

K. Appendix E - Details

N. Exhibits to the Agreement enumerated as follows:

1. Exhibit 1, Bid Form (18 pages).

O. The following, which may be delivered or issued on or after the Effective Date of the Agreement, and are not attached hereto:

1. Notice to Proceed
2. Written Amendments
3. Work Change Directives
4. Change Order(s)

9.02 The documents listed in paragraph 9.01 above are attached to this Agreement (except as expressly noted otherwise above). Documents not attached are incorporated by reference. There are no Contract Documents other than those listed in this Article 9.

9.03 The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

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

10.04 Severability

A. Any provision or part of the Contract Document, held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Waiver

A. The waiver by the OWNER of any breach or violation of any term, covenant, or condition of this Agreement or of any Law or Regulation shall not be deemed to be a waiver of any other term, covenant, condition, or Law or Regulation or of any subsequent breach or violation of the same or of any other term, covenant, condition, or Law or Regulation. The subsequent payment of any monies or fee by the OWNER which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by CONTRACTOR of any term, covenant, condition of this Agreement or of any applicable Law or Regulation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

This Agreement will be effective on AUG 9, 2016.

OWNER: Erie County Water Authority

By: Earl L Jans

Title: Chairman

CONTRACTOR: AMSTAR OF WESTERN NEW YORK INC.

By: MIKE PRES
MICHAIL KOUIMANIS

Title: PRESIDENT

[CORPORATE SEAL]

Attest Patricia Fahey

[CORPORATE SEAL]

Attest
JOHN C. LIGNOS, SECRETARY

Address for giving notices

Address for giving notices

825 REIN ROAD

CHEEKTOWAGA, NY 14225

(If OWNER is a corporation, partnership, or limited liability company, attach evidence of authority to sign) (If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

License No. _____
(where applicable)

Agent for service of process: _____

(If CONTRACTOR is a corporation, partnership, or limited liability company, attach evidence of authority to sign.)

Designated Representative:	Designated Representative:
Name: Earl Jann	Name: Michail Koumanis
Title: Chairman	Title: President
Address: 295 Main St, Rm. 350 Buffalo, NY 14203	Address: 825 Rein Rd., Cheektowaga, NY 14225
Phone No.: 849-8484	Phone No.: 716-204-9755
Fax No.: 849-8403	Fax No.: 716-204-9761

END OF AGREEMENT

Performance Bond

Bond No. 9219169
Executed in Five Counterparts

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

CONTRACTOR (Name and Address):

Amstar of Western New York, Inc.
825 Rein Road
Cheektowaga, NY 14225

SURETY (Name and Address of Principal Place of Business): Fidelity and Deposit Company of Maryland
PO Box 968038
Schaumburg, IL 60196

OWNER (Name and Address):

Erie County Water Authority
295 Main Street, Room 350
Buffalo New York 14203

CONTRACT
Date: August 8, 2016
Amount: One Million Eighty Seven Thousand Dollars & 00/100 - - - $1,087,000.00
Description: ERIE COUNTY WATER AUTHORITY
CONTRACT NO: W-23
STORAGE TANK REFURBISHING
PROJECT No. 201500177

BOND
Date (Not earlier than Contract Date): August 8, 2016
Amount: One Million Eighty Seven Thousand Dollars & 00/100 - - - $1,087,000.00
Modifications to this Bond Form: None

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL
Company: Amstar of Western New York, Inc. (Corp. Seal)
Signature: _____
Name and Title: Michail Kouimanis, President

SURETY Fidelity and Deposit Company
Company: of Maryland (Corp. Seal)
Signature: _____
Name and Title: Colleen A. Kendziora, Attorney-In-Fact
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)
Signature: _____
Name and Title:

SURETY
Company: (Corp. Seal)
Signature: _____
Name and Title:

EJCDC No. 1910-28-A (1996 Edition)
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER'S right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR'S right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract; or

3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. 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:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen 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 4.4, and the OWNER refuses the payment tendered or the Surety has denied pliability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR'S right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. 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 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after 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 period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here-from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of 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 Contract.

12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY - Name, Address and Telephone) AGENT or BROKER:	Lawley Agency, LLC, 361 Delaware Ave., Buffalo, NY 14202 (716) 849-8618
OWNER'S REPRESENTATIVE (Engineer):	Wendel, 375 Essjay Rd., Ste. 200, Williamsville, NY 14221

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF New York)
) SS.:
COUNTY OF Erie)

On the 8th day of August in the year 2016, before me, the undersigned, personally appeared Michail Kouimanis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

GAIL E ROBINSON
Notary Public, State of New York
Qualified in Erie County
Commission Expires June 9, 2019

Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF New York)
) SS.:
COUNTY OF Erie)

On the 8th day of August in the year 2016, before me, the undersigned, personally appeared Colleen A. Kendziora, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

ALISSA J WOLF
Notary Public, State of New York
No. 01WO6284714
Qualified in Erie County
Commission Expires June 24, 2017

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Christopher D. ROSS, Victoria RIVERA, Bradley J. HALL, Colleen A. KENDZIORA, Timothy M. TOOLE, Lori A. FAY and Alissa J. WOLF, all of Buffalo, New York, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 26th day of May, A.D. 2016.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: _____

Secretary
Eric D. Barnes

_____

Vice President
Michael Bond

State of Maryland
County of Baltimore

On this 26th day of May, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and ERIC D. BARNES, Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

_____

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 8th day of August, 20 16.

Gerald F. Haley

Gerald F. Haley, Vice President

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND
600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

Statement of Financial Condition
As Of December 31, 2015

ASSETS

Bonds		$ 142,878,497
Stocks		22,315,096
Cash and Short Term Investments		337,835
Reinsurance Recoverable		24,731,651
Other Accounts Receivable		19,935,844
TOTAL ADMITTED ASSETS		$ 210,198,923

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses		$ 46,436
Ceded Reinsurance Premiums Payable		40,456,309
Securities Lending Collateral Liability		0
TOTAL LIABILITIES		$ 40,502,745
Capital Stock, Paid Up	$ 5,000,000	
Surplus	164,696,178	
Surplus as regards Policyholders		169,696,178
TOTAL		$ 210,198,923

Securities carried at $57,996,983 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2015 would be $212,137,795 and surplus as regards policyholders $171,635,049.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2015.

Corporate Secretary

State of Illinois
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2016.

Notary Public

DARRYL JOINER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
February 24, 2018

Performance Bond

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

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

Erie County Water Authority
295 Main Street, Room 350
Buffalo New York 14203

CONTRACT
Date:
Amount:
Description: ERIE COUNTY WATER AUTHORITY
CONTRACT NO: W-23
STORAGE TANK REFURBISHING
PROJECT No. 201500177

BOND
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corp. Seal)	Company:	(Corp. Seal)
Signature: _____		Signature: _____	
Name and Title:		Name and Title: (Attach Power of Attorney)	

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corp. Seal)	Company:	(Corp. Seal)
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	

EJCDC No. 1910-28-A (1996 Edition)
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER'S right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR'S right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract; or

3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. 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:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen 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 4.4, and the OWNER refuses the payment tendered or the Surety has denied pliability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR'S right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. 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 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after 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 period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here-from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of 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 Contract.

12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER: OWNER'S REPRESENTATIVE (Engineer):

Payment Bond

Bond No. 9219169
Executed in Five Counterparts

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

CONTRACTOR (Name and Address):

Amstar of Western New York, Inc.
825 Rein Road
Cheektowaga, NY 14225

SURETY (Name and Address of Principal Place of Business): Fidelity and Deposit Company of Maryland
PO Box 968038
Schaumburg, IL 60196

OWNER (Name and Address):

Erie County Water Authority
295 Main Street, Room 350
Buffalo New York 14203

CONTRACT
Date: August 8, 2016
Amount: One Million Eighty Seven Thousand Dollars & 00/100 - - - $1,087,000.00
Description: ERIE COUNTY WATER AUTHORITY
CONTRACT NO: W-23
STORAGE TANK REFURBISHING
PROJECT No. 201500177

BOND
Date (Not earlier than Contract Date): August 8, 2016
Amount: One Million Eighty Seven Thousand Dollars & 00/100 - - - $1,087,000.00
Modifications to this Bond Form: None

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL
Company: Amstar of Western New York, Inc. (Corp. Seal)
Signature: _____
Name and Title: Michail Kouimanis, President

SURETY
Company: Fidelity and Deposit Company of Maryland (Corp. Seal)
Signature: _____
Name and Title: Colleen A. Kendizora, Attorney-In-Fact
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)
Signature: _____
Name and Title:

SURETY
Company: (Corp. Seal)
Signature: _____
Name and Title:

EJCDC No. 1910-28-B (1996 Edition)
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. The CONTRACTOR and the 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 Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR:

4.2.1 Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

4.2.2 Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

4.2.3 Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any 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 Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER'S priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, 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 shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1 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 Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the 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.

15.2 Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3 OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY - Name, Address and Telephone) Lawley Agency, LLC, 361 Delaware Ave., Buffalo, NY 14202 (716) 849-8618
AGENT or BROKER: OWNER'S REPRESENTATIVE (Engineer): Wendel, 375 Essjay Rd., Ste. 200, Williamsville, NY 14221

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF New York)
) SS.:
COUNTY OF Erie)

On the 8th day of August in the year 2016, before me, the undersigned, personally appeared Michail Kouimanis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

GAIL E ROBINSON
Notary Public, State of New York
Qualified in Erie County
Commission Expires June 9, 2019

Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF New York)
) SS.:
COUNTY OF Erie)

On the 8th day of August in the year 2016, before me, the undersigned, personally appeared Colleen A. Kendziora, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

ALISSA J WOLF
Notary Public, State of New York
No. 01WO6284714
Qualified in Erie County
Commission Expires June 24, 2017

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Christopher D. ROSS, Victoria RIVERA, Bradley J. HALL, Colleen A. KENDZIORA, Timothy M. TOOLE, Lori A. FAY and Alissa J. WOLF, all of Buffalo, New York, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 26th day of May, A.D. 2016.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: _____

Secretary
Eric D. Barnes

_____

Vice President
Michael Bond

State of Maryland
County of Baltimore

On this 26th day of May, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and ERIC D. BARNES, Secretary,** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

_____
Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 8th day of August, 2016.

Gerald F. Haley

Gerald F. Haley, Vice President

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

Statement of Financial Condition

As Of December 31, 2015

ASSETS

Bonds		$ 142,878,497
Stocks		22,315,096
Cash and Short Term Investments		337,835
Reinsurance Recoverable		24,731,651
Other Accounts Receivable		19,935,844
TOTAL ADMITTED ASSETS		$ 210,198,923

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses		$ 46,436
Ceded Reinsurance Premiums Payable		40,456,309
Securities Lending Collateral Liability		0
TOTAL LIABILITIES		$ 40,502,745
Capital Stock, Paid Up	$ 5,000,000	
Surplus	164,696,178	
Surplus as regards Policyholders		169,696,178
TOTAL		$ 210,198,923

Securities carried at $57,996,983 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2015 would be $212,137,795 and surplus as regards policyholders $171,635,049.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2015.

Corporate Secretary

State of Illinois
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2016.

Notary Public

DARRYL JOINER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
February 24, 2018

Payment Bond

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

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

Erie County Water Authority
295 Main Street, Room 350
Buffalo New York 14203

CONTRACT
Date:
Amount:
Description: ERIE COUNTY WATER AUTHORITY
CONTRACT NO: W-23
STORAGE TANK REFURBISHING
PROJECT No. 201500177

BOND
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corp. Seal)	Company:	(Corp. Seal)
Signature: _____		Signature: _____	
Name and Title:		Name and Title: (Attach Power of Attorney)	

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corp. Seal)	Company:	(Corp. Seal)
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	

EJCDC No. 1910-28-B (1996 Edition)
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. The CONTRACTOR and the 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 Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR:

4.2.1 Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

4.2.2 Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

4.2.3 Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any 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 Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER'S priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, 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 shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1 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 Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the 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.

15.2 Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3 OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY - Name, Address and Telephone) AGENT or BROKER: OWNER'S REPRESENTATIVE (Engineer):

ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK

CONTRACT NO: W-23

STORAGE TANK REFURBISHING

PROJECT NO: 201500177

SECTION 00700

GENERAL CONDITIONS

Adapted with permission from Standard General Conditions of the Construction Contract, EJCDC No. 1910-8 (1996 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR'S Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER'S written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by

ENGINEER'S written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER'S Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER'S independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved," or terms of like effect or import are used to authorize an exercise of professional judgment by the ENGINEER, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER'S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word install, when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02 *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of

Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *CONTRACTOR'S Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER, as provided below, the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR'S full responsibility therefore.

2. CONTRACTOR'S schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR'S schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER'S Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER'S approval of a Shop Drawing or Sample; or (iii) ENGINEER'S written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER'S Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER'S furnishing the Site, CONTRACTOR may make a Claim therefore as provided in paragraph 10.05.

B. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

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

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGNEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER'S Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR'S purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER'S Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER'S obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER'S findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR'S cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR'S making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER'S Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of the underground facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05 *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings*: Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized*: CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data", CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER'S Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR'S purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors,

Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If, after receipt of such written notice, CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER'S own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER'S Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.G shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents, except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02. *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04 *CONTRACTOR'S Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR'S performance of the Work and CONTRACTOR'S other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR'S employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR'S employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER'S Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR'S indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may

be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER'S Liability Insurance*

A. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER'S option, may purchase and maintain at OWNER'S expense OWNER'S own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance (See Supplementary Conditions)*

5.07 (Not Used)

5.08 (Not Used)

5.09 (Not Used)

5.10 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR'S representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. 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 shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER'S written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, 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.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall 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.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If, in ENGINEER'S sole discretion, an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER'S sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. In the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole; and CONTRACTOR;

b. Certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items*

a. If, in ENGINEER'S sole discretion, an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER'S sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER'S review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER'S Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER'S Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER'S Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR'S Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR'S expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if

CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER'S acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER'S Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

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

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR'S compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR'S obligations under paragraph 3.03.

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

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

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER'S Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR'S performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work, CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents, together with all approved Samples and a counterpart of all approved Shop Drawings, will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. 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. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER'S 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). CONTRACTOR'S duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown

on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER'S review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S obligations under the Contract Documents with respect to CONTRACTOR'S review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER'S Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER'S review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER'S review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER'S review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER'S attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures:*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR'S General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER'S Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR'S warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER'S Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of real or personal property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws or Regulations.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or

indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not be limited in any way by the amount or types of insurance provided by CONTRACTOR under Article 5 of the General Conditions.

D. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the sole negligence or willful misconduct of OWNER, ENGINEER or ENGINEER'S Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER'S employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER'S employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR'S Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR'S Work. CONTRACTOR'S failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR'S Work except for latent defects and deficiencies in such other work.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Furnish Data*

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

8.03 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.04 *Lands and Easements; Reports and Tests*

A. OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER'S identifying

and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

8.05 *Insurance*

A. OWNER'S responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.06 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.07. *Inspections, Tests, and Approvals*

A. OWNER'S responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.08 *Limitations on OWNER'S Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR'S means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents.

8.9 *Undisclosed Hazardous Environmental Condition*

A. OWNER'S responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.10 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER'S obligations under the Contract Documents, OWNER'S responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER'S representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR'S executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER'S visits and observations are subject to all the limitations on ENGINEER'S authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER'S visits or observations of CONTRACTOR'S Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR'S means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and

limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER'S Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefore as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER'S authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER'S authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER'S authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER'S preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER'S written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

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

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws

or Regulations in respect of any such Claim, dispute, or other matter.

9.10 *Limitations on ENGINEER'S Authority and Responsibilities*

A. Neither ENGINEER'S authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

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

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

D. ENGINEER'S review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER'S Consultants, Resident Project Representative, and assistants.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER'S correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal,

CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 20 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 45 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER'S Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER'S written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER'S decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER'S written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel

employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR'S Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR'S fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR'S principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR'S fee.

2. Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the Site.

3. Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR'S Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR'S fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR'S fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR'S costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for

each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

C. For provisions for an adjustment of a unit price for an increase or decrease in the quantity of Unit Price Work, if any, see General Requirements Section 01270, Measurement and Payment.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR'S Fee:* The CONTRACTOR'S fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR'S fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR'S fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR'S fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or

Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR'S Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR'S Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER'S and CONTRACTOR'S Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR'S sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. OWNER, ENGINEER, ENGINEER'S Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR'S Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER'S and ENGINEER'S acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR'S expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR'S intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER'S observation and replaced at CONTRACTOR'S expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER'S request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR'S use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such 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, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR'S obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER'S recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER'S evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER'S recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere.

CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees, OWNER'S other contractors, and ENGINEER and ENGINEER'S Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR'S defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments*

1. At least 10 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR'S legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER'S recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER'S observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER'S review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER'S knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work

under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTORS being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER'S responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER'S review of CONTRACTOR'S Work for the purposes of recommending payments nor ENGINEER'S recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR'S failure to comply with Laws and Regulations applicable to CONTRACTOR'S performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER'S opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER'S opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Sixty days after presentation of the Application for Payment to OWNER with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR'S performance or furnishing of the Work;

b. liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and

CONTRACTOR, when CONTRACTOR corrects to OWNER'S satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER'S refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR'S Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER'S objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER'S issuing the definitive certificate of Substantial Completion, ENGINEER'S aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER'S option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to

certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of the Supplementary Conditions regarding property insurance.

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER'S observation of the Work during construction and final inspection, and ENGINEER'S review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, ENGINEER will, within 10 days after receipt of the final Application for Payment, indicate in writing ENGINEER'S recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Sixty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

D. *Final Completion Delayed*

1. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that

portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.08 *(Not Used)*

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR'S continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *OWNER May Suspend Work*

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR'S persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR'S disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR'S disregard of the authority of ENGINEER; or

4. CONTRACTOR'S violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR'S tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 60 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 60 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR'S stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

END OF GENERAL CONDITIONS

ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK

CONTRACT NO: W-23
STORAGE TANK REFURBISHING
PROJECT NO: 201500177

SECTION 00800

SUPPLEMENTARY CONDITIONS

SCOPE

These Supplementary Conditions amend or supplement the General Conditions. All provisions of the General Conditions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

SC-1.01.A.7. Modify paragraph 1.01.A.7. by changing the word "Advertisement" in the first sentence to "Notice".

SC-1.01.A.43 Add the following to Paragraph 1.01.A.43:
Substantial Completion shall be achieved at such time as all Work associated with the Veterans Park Tank Milestone, Van De Water Milestone and Pleasantview Tank Milestone are complete, which includes but is not limited to, all modifications, painting, curing, filling, testing, and Health Department approval such that the Veterans Park Tank, Van De Water Tank, and Pleasantview Tank are fully operational and ready for service. Substantial Completion does not include containment and scaffolding removal.

SC-4.02 Add new paragraph immediately after paragraph 4.02.B which is to read as follows:

SC-4.02.C In the preparation of the Drawings and Specifications, ENGINEER has relied upon:

1. The following reports with photographs of physical conditions in or relating to existing surface and subsurface structures which are at or contiguous to the Site and contain information on existing paint sample results for the tanks:
   a. Evaluation of the 4,000,000 Gallon Partially Buried Concrete Ground Storage Tank "Veterans Park Tank" Tonawanda, New York by O'Brien & Gere Engineers/Tank Industry Consultants, May 27, 2012.

b. Evaluation of the 240,000 Gallon Steel Ground Storage Tank "Van De Water Sludge Holding Tank" Tonawanda, New York by O'Brien & Gere Engineers/Tank Industry Consultants, September 10, 2013.

c. Evaluation of the 1,500,000 Gallon Steel Elevated Water Tank "Pleasantview Tank" Lancaster, New York by O'Brien & Gere Engineers/Tank Industry Consultants, September 11 and 12, 2013.

d. Evaluation of the 500,000 Gallon Steel Elevated Water Tank "Sturgeon Point Washwater Tank" Derby, New York by O'Brien & Gere Engineers/Tank Industry Consultants, September 13, 2013.

Copies of the reports listed are available for review at the office of Wendel at 375 Essjay Road, Suite 200, Williamsville, NY 14221, during normal business hours upon 48 hours notice.

SC-4.06.A Add a new paragraph immediately after paragraph 4.06.A which is to read as follows:

SC-4.06.A.1 In the preparation of the Drawings and Specifications, ENGINEER did not utilize any report or drawing related to a Hazardous Environmental Condition identified at the Site except as identified in SC-4.02.

SC-5.01.A Modify the first part of the second sentence of paragraph 5.01.A of the General Conditions to read:

The payment Bond shall remain in effect for one year and the performance Bond shall remain in effect for two years after....

SC-5.04 through 5.10. Delete paragraph 5.04 through 5.10, inclusive, in their entirety.

SC-5.03 Add a new paragraph immediately after Paragraph 5.03, which is to read as follows:

"SC-5.04 *Insurance Requirements*

A. CONTRACTOR shall procure and maintain insurance in accordance with Insurance Requirements, as set forth in the attached Appendix B and hereby made a part of these General Conditions."

SC-6.02.B Add new paragraphs immediately after paragraph 6.02.B which are to read as follows:

"SC-6.02.B.1 Except where otherwise prohibited by Laws or Regulations, regular working hours are defined as up to 8 hours per day, beginning no earlier than 7:00 am and ending no later than 6:00 pm.

SC-6.02.B.2 Maintenance and cleanup activities may be performed during hours other than regular working hours provided that such activities do not require the startup or operation of construction equipment.

SC-6.02.B.3 If it shall become absolutely necessary to perform Work at night or on Saturdays, Sundays or legal holidays, written notice shall be submitted to OWNER and ENGINEER at least two days in advance of the need for such Work. OWNER will only consider the performance of such Work as can be performed satisfactorily under the conditions. Sufficient lighting and all other necessary facilities for carrying out and observing the Work shall be provided and maintained where such Work is being performed at night."

SC-6.06.G Modify paragraph 6.06.G. by changing paragraph reference 5.06 to SC-5.04.

SC-6.06.H Add the following new paragraph immediately following paragraph 6.06.G, which is to read as follows:

"SC-6.06.H The CONTRACTOR shall perform with the CONTRACTOR'S own organization, contract work amounting to not less than fifty percent of the original total contract price. The term "the CONTRACTOR'S own organization" shall be construed to include only workmen employed and paid directly by the CONTRACTOR, and equipment owned or rented by the CONTRACTOR, with or without operators."

SC-6.09.B. Add a new paragraph immediately after paragraph 6.09.B which is to read as follows:

"SC-6.09.C Refer to Article SC-18 for Laws and Regulations which, by terms of said Laws and Regulations are to be included in the Contract Documents. The failure to include in Article SC-18 any Law or Regulation applicable to the performance of the Work does not diminish CONTRACTOR'S responsibility to comply with all Laws and Regulations applicable to the performance of the work."

SC-6.10. Add a new paragraph immediately after paragraph 6.10.A, which is to read as follows:

"SC-6.10.B OWNER is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties on all materials to be incorporated into the Work.

1. OWNER will furnish the required certificates of tax exemption to CONTRACTOR for use in the purchase of supplies and materials to be incorporated into the Work.
2. OWNER'S exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by CONTRACTOR, or to supplies or materials not incorporated into the Work."

SC-6.15.A. Add a new paragraph immediately after paragraph 6.15.A, which is to read as follows:

"SC-6.15.B CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with all Laws and regulations. CONTRACTOR shall provide a centralized location for the maintenance of the material safety data sheets or other hazard communication information required to be made available by any employer on the Site. Location of the material safety data sheets or other hazard communication information shall be readily accessible to the employees of any employer on the Site."

SC-7.01 Add a new paragraph immediately after Paragraph 7.01 which is to read as follows:

"SC-7.02 *Separate Contractor Claims*

A. Should CONTRACTOR cause damage to the work or property of any other contractor at the Site, or should any claim arising out of CONTRACTOR'S performance of the Work be made by any other contractor against CONTRACTOR, OWNER, or ENGINEER, CONTRACTOR shall promptly settle with such other contractor by agreement, or otherwise resolve the dispute by arbitration or at law.

B. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, and the officer, directors, partners, employees, agents, and other consultants or subcontractors of each and any of them from and against all claims, costs, losses and damages (including but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising directly, indirectly, or consequentially out of or relating to any claim or action, legal or equitable, brought by any other contractor against OWNER, ENGINEER, to the extent based upon CONTRACTOR'S performance of the Work.

C. Should another contractor cause damage to the Work or property of CONTRACTOR at the Site or should the performance of work by any other contractor give rise to any other claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER, ENGINEER, or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from OWNER, ENGINEER, on account of any such damage or claim.

D. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of another contractor and OWNER and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR may make a claim for an extension of time in accordance with paragraph 10.05. Notwithstanding any other provision of the Contract Documents, an extension of the Contract Times shall be CONTRACTOR'S sole and exclusive remedy with respect to OWNER, ENGINEER, for any delay, disruption, interference or hindrance caused by any other contractor."

SC-9.03 Add a new paragraph immediately after paragraph 9.03.A which is to read as follows:

SC-9.03.B. Resident Project Representative (RPR) will be OWNER'S agent at the Site, will act as directed by and under the supervision of OWNER, and will confer with OWNER AND ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site Work shall in general be with OWNER and CONTRACTOR keeping ENGINEER advised as necessary. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR.

SC-11.02 Delete 11.02, Cash Allowances in its entirety and add the following in its place:

"11.02 *Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to OWNER and ENGINEER.

B. *Cash Allowances*

1. CONTRACTOR agrees that:

a. the cash allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. CONTRACTOR's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on the account of any of the foregoing will be valid.

C. *Contingency Allowance*

1. CONTRACTOR agrees that a contingency allowance, if any, is for the sold use of OWNER to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due to the CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted."

SC-13.07 Modify paragraphs 13.07. C by changing the words "one year" in the first sentence to "two years".

SC-14.02.A. Add a new paragraph immediately after paragraph 14.02.A.3. which is to read as follows:

"4. Each Application for Payment shall be accompanied by a copy of the certified payroll record."

SC-14.07.A. Add a new paragraph immediately after paragraph 14.07.A.3. which is to read as follows:

"4. The Final Application for Payment shall be accompanied by a copy of the certified payroll record."

SC-14.07.A.2 Modify paragraph 14.07.A.2 by changing the words 'subparagraph 5.04.B.7' to 'SC-5.04'.

SC-17.06 Add new paragraphs immediately after paragraph 17.06,A. which are to read as follows:

"ARTICLE SC-18 - STATUTORY REQUIREMENTS

SC-18.01 This Article contains portions of certain Laws or Regulations which, by provision of Law or Regulations, are required to be included in the Contract Documents. The material included in this Article may not be complete or current. CONTRACTOR'S obligation to comply with all Laws and Regulations applicable to the Work is set forth in paragraph 6.09 of the General Conditions.

SC-18.02 Non-Discrimination in Employment:

A. During the performance of this contract, CONTRACTOR agrees as follows:
1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color or national origin. Such action shall be taken with reference but not limited to: recruitment, employment, job

assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

2. CONTRACTOR will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the CONTRACTOR'S agreement under clauses 1. through 8. hereinafter called "non-discrimination clauses". If the CONTRACTOR was directed to do so by the OWNER as part of the Bid or negotiation of this contract, CONTRACTOR shall request labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, color or national origin and that such labor union or representative either will affirmatively cooperate within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request, that it furnish such a statement, CONTRACTOR shall promptly notify the State Commission for Human Rights of such failure or refusal.
3. CONTRACTOR will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses 1. through 2. and such provisions of the State's Laws against discrimination as the State Commission for Human Rights shall determine.
4. CONTRACTOR will state, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.
5. CONTRACTOR will comply with the provisions of the Executive Law, Human Rights Law, Article 15, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General, District Commissioner of Housing and Community Renewal and the Industrial Commission for purposes of investigation to ascertain compliance with these non-discrimination clauses of the Executive Law, Human Rights Law, Article 15.
6. This contract may be forthwith canceled, terminated or suspended, in whole or in part, by the OWNER upon the basis of a finding made by the State Commission for Human Rights that CONTRACTOR has not complied with these non-discrimination clauses, and CONTRACTOR may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State or housing authority, or an urban renewal agency, or contracts requiring the approval of the Commissioner of Housing and Community Renewal, until he has satisfied the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination

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

7. If this contract is canceled or terminated under clause 6., in addition to other rights of the OWNER provided in this contract upon its breach by CONTRACTOR, CONTRACTOR will hold the OWNER harmless against any additional expenses or costs incurred by the OWNER in completing the Work or in purchasing the services, materials, equipment or supplies contemplated by this contract, and the OWNER may withhold payments from CONTRACTOR in an amount sufficient for this purpose and recourse may be had against the surety on the Performance Bond if necessary.
8. CONTRACTOR will include the provisions of clauses 1. through 2. in every subcontract or purchase order altered only to reflect the proper identity of the parties in such a manner that such provisions will be binding upon each Subcontractor or vendor as to operations to be performed within the State of New York. CONTRACTOR will take such actions in enforcing such provisions of such subcontract or purchase order as the OWNER may direct, including sanctions or remedies for non-compliance. If CONTRACTOR becomes involved in or is threatened with litigation with a Subcontractor or vendor as a result of such direction by the OWNER, the CONTRACTOR shall promptly so notify the Attorney General, requesting him to intervene and to protect the interest of the State of New York.

SC-18.03 Affirmative Action Requirements:

A. During the performance of this Contract, the CONTRACTOR agrees that it will abide by and will require its subcontractors to abide by the AUTHORITY'S Affirmative Action Requirements and Women and Minority Business Enterprise Policy, as set forth in the attached Appendix A and hereby made a part of these General Conditions.

SC-18.04 Prevailing Rate Schedule:

A. The labor on this contract shall be performed in accordance with the requirements of Article 8 (Sections 220-223) of the New York State Labor Law. The supplements to be provided and wages to be paid to workers, laborers and mechanics employed on this contract, determined pursuant to Section 220 of the Labor Law, are set forth in Appendix C, Prevailing Rate Schedule, attached to and hereby made a part of these General Conditions.

B. CONTRACTOR shall note that the wage rates and supplemental benefits shown in the attached schedules are subject to change. The wage rates and supplemental benefits to be paid and provided shall be those prevailing at the time the contract is being performed.

SC-18.05 Payments to Subcontractors:

A. In accordance with N.Y. State General Municipal Law, Section 106-b, CONTRACTOR shall:

1. Within fifteen calendar days of the receipt of any payment from the OWNER, the CONTRACTOR shall pay each of his Subcontractors and materialmen the proceeds from the payment representing the value of the work performed and/or materials furnished by the Subcontractor and/or materialman and reflecting the percentage of the Subcontractor's work completed or the materialman's material supplied in the requisition approved by the OWNER and based upon the actual value of the subcontract or purchase order less an amount necessary to satisfy any claims, liens or judgments against the Subcontractor or materialman which have not been suitably discharged and less any retained amount as hereafter described. The CONTRACTOR shall retain not more than five per centum of each payment to the Subcontractor and/or materialman except that the CONTRACTOR may retain in excess of five per centum but not more than ten per centum of each payment to the Subcontractor provided that prior to entering into a subcontract with the CONTRACTOR, the Subcontractor is unable or unwilling to provide a Performance bond and a Labor and Material bond both in the full amount of the subcontract at the request of the CONTRACTOR. However, the CONTRACTOR shall retain nothing from those payments representing proceeds owed the Subcontractor and/or materialman from OWNER'S payments to the CONTRACTOR for the remaining amounts of the contract balance after the work or portions thereof are substantially complete. Within fifteen calendar days of the receipt of payment from the CONTRACTOR, the Subcontractor and/or materialman shall pay each of his Subcontractors and materialmen in the same manner as the CONTRACTOR has paid the Subcontractor. Nothing provided herein shall create any obligation on the part of the OWNER to pay or to see to the payment of any moneys to any Subcontractor or materialman from any CONTRACTOR nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed, between the Subcontractor or materialman and the OWNER."

SC-18.06 Erie County Water Authority Apprenticeship Policy: (Not Used)

SC-18.07 Purchases by Other Local Governments

A. The Erie County Water Authority (the "Authority) has adopted the following resolution for the purpose of allowing the following named local governments (the "Participants") to make purchases through the Authority bidding procedures.

B. Under the following conditions, the Director of Administration may make purchasing services available to the following Participants:

1. When in the opinion of the Director of Administration it will not create any burden or hardship upon the Authority and the anticipated prices will not be adversely affected thereby, the Director is authorized when he deems appropriate and as may be requested by the Participants to provide in any particular Authority

bid specification that the Participants listed below shall have the right to make purchases based upon the bids received by the Authority.

2. The Director of Administration, within the limits of his time and manpower, shall disseminate relevant contract information to the Participants.

3. The Participants in Authority contracts will issue purchase orders directly to vendors within the specified contract period referencing the Authority contract involved and be liable for any payments due on such purchase orders.

C. Bidders shall take notice that as condition of the award of an Authority contract pursuant to these specifications, the successful bidder agrees to accept the award of a similar contract with any of the Participants listed below if called upon to do so. The Authority, however, will not be responsible for any debts incurred by the Participants pursuant to this or any other agreement.

D. Necessary deviations from the Authority's specifications in the award of a Participant's contract, particularly as such deviations may relate quantities or delivery point shall be a matter to be resolved between the successful bidder and Participants. All inquiries regarding prospective contracts shall be directed to the attention of:

1. ANGOLA VILLAGE OF, Clerk-Treasurer, 41 Commercial Street, Angola, NY 14006
2. ALABAMA TOWN OF, Deputy Supervisor, 2218 Judge Road, Oakfield, NY 14125
3. BENNINGTON TOWN OF, Water System Operator, 134 Clinton Street, Alden, NY 14004
4. BRANT TOWN OF, Town Clerk, Town Hall, 992 Brant-Farnham Road, Brant, NY 14027
5. COLDEN TOWN OF, Deputy Town Clerk, Town Hall, S-8812 State Road, Colder, NY 14033
6. EAST AURORA VILLAGE OF, Village Clerk, 571 Main Street, East Aurora, NY 14052
7. ELMA TOWN OF, Town Clerk, Town Hall, 1600 Bowen Road, Elma, NY 14059
8. FARNHAM VILLAGE OF, Village Clerk-Treasurer, 526 Commercial Street, Farnham, NY 14061
9. HANOVER TOWN OF, Town Clerk, 68 Hanover Street, Silver Creek, NY 14136
10. ORCHARD PARK VILLAGE OF, Clerk-Treasurer, 4295 South Buffalo Road, Orchard Park, NY 14127
11. SILVER CREEK VILLAGE OF, Village Clerk, 172 Central Avenue, Silver Creek, NY 14136

END OF SUPPLEMENTARY CONDITIONS

SECTION 01100

SUMMARY OF WORK

PART 1 - GENERAL

1.01 LOCATION AND SCOPE OF WORK

A. The Base Bid Work consists of surface preparation and painting of the interior of two steel tanks, power washing the exterior of one concrete tank and miscellaneous structural modifications.

1. **Veterans Park Tank (4,000,000 gal partially buried ground)** – The exterior of the tank is to be power washed and any damaged concrete is to be repaired and sealed. Work will also include various miscellaneous modifications as identified in specification section 01270 Measurement and Payment.

2. **Van de Water Sludge Holding Tank (240,000 gal ground)** – The interior wet of the tank is to be near white metal blast cleaned (SSPC-SP-10) and coated with a 100% solids system. Spent blast debris is to be handled and stored under the rules and regulations for hazardous waste until testing is performed by the Contractor to determine if it is hazardous or non-hazardous. Work will include initial cleaning and/or deicing of the tank. Work will also include various miscellaneous modifications as identified in specification section 01270 Measurement and Payment.

3. **Pleasantview Tank (1,500,000 gal elevated)** - The interior wet of the tank is to be near white metal blast cleaned (SSPC-SP-10) and coated with a 100% solids system. Spent blast debris is to be handled and stored under the rules and regulations for hazardous waste until testing is performed by the Contractor to determine if it is hazardous or non-hazardous. Work will include initial cleaning and/or deicing of the tank. Work will also include various miscellaneous modifications as identified in specification section 01270 Measurement and Payment.

B. If awarded under Alternate A, the Alternate Work consists of surface preparation and painting of the interior of one steel tank and miscellaneous structural modifications.

1. **Sturgeon Point Washwater Tank (500,000 gal elevated)** – The interior wet of the tank is to be near white metal blast cleaned (SSPC-SP-10) and coated with a 100% solids system. Spent blast debris is to be handled and stored under the rules and regulations for hazardous waste until testing is performed by the Contractor to determine if it is hazardous or non-

hazardous. Work will include initial cleaning and/or deicing of the tank. Work will also include various miscellaneous modifications as identified in specification section 01270 Measurement and Payment.

C. The Work is located in Erie County, New York as follows:

Veterans Park Tank – 747 Niagara Street, Tonawanda, NY
Van de Water Sludge Holding Tank – 3750 River Road, Tonawanda, NY
Pleasantview Tank – 16 Pleasant Drive, Lancaster, NY
Sturgeon Point Washwater Tank – 722 Sturgeon Point Road, Evans, NY

Project location maps can be found in Appendix D.

D. The summary of the Work described in the Section 01100 is an overall summary of the responsibilities of the CONTRACTOR and his relation to the OWNER. It does not supersede the specific requirements of the other Contract Documents.

1.02 CONTRACTS

A. The Work shall be constructed under one prime contract.

1.03 WORK BY OTHERS

A. Work by OWNER:
   1. The Owner will operate all utility water system valves and hydrants.
   2. The Owner will perform all electrical shutdowns.
   3. The Owner will drain all four tanks (does not include cleaning Van de Water Sludge Holding Tank)
   4. The Owner will fill the three tanks (does not include Van de Water Sludge Holding Tank) to overflow after disinfection by the Contractor.

B. Coordinate as required with CONTRACTOR(S) on the following projects, which may be under construction on the site(s) at the same time as this project:
   1. No other work is anticipated at this time.

1.04 NOT USED

1.05 NOT USED

1.06 SEQUENCE OF WORK

A. General
   1. The Work generally shall be constructed without disruption to the normal operation of the Authority and as otherwise approved by the OWNER.

2. It is hereby understood that Time is of Essence in performing all work.
3. Work performed in the vicinity of existing restaurants, police stations, health care facilities, industries, municipal buildings, places of worship, and schools must be performed in the least disruptive time (off hours) and must be coordinated with the affected establishment and the ENGINEER prior to work being performed.
4. Prior to any interconnection or abandonment, the CONTRACTOR shall schedule a water shut-down with the Erie County Water Authority through the ENGINEER.

1.07 CONTRACTOR'S USE OF PREMISES

A. CONTRACTOR'S use of the premises shall be confined to the areas shown in the Tank Location Maps in Appendix D.

B. The full use of the premises for storage, the operations of workmen and all other required construction activities will not be available to the CONTRACTOR.

C. CONTRACTOR must share use of the premises with the OWNER and other contractors specified in Article 1.03.

D. CONTRACTOR shall:
1. Assume full responsibility for protection and safekeeping of products stored on or off premises.
2. Move stored products that interfere with the operations of OWNER or other contractor.
3. Obtain and pay for all additional storage or work areas required for his operations.
4. Obtain and pay for all permits and satisfy all permit requirements.
5. Comply with all requirements defined in other specification sections.
6. Maintain the site in a clean and orderly manner.

E. Limits on CONTRACTOR'S use of site are:
1. OWNER will designate the area available for field offices.

F. See General Conditions for additional requirements.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01131

SCHEDULE OF COMPLETION

PART 1 – GENERAL

1.01 DESCRIPTION

A. CONTRACTOR shall perform the Work to achieve the Contract Times, Milestones, and specified completion requirements.

B. Schedule of Completion describes selected Milestones and completion requirements and is not intended to describe all the Work or its constraints, interrelationships, or sequential requirements.

C. Purpose of Milestones and completion requirements in the Schedule of Completion is to coordinate the Work with OWNER'S operations.

1.02 MILESTONES

A. Veterans Park Tank Milestone shall be achieved at such time as the Work associated with the Veterans Park Tank is complete which includes all tank and valve vault modifications, power washing, concrete repairs, curing, testing, Health Department approval and the tank fully operational and ready for service

B. Van De Water Sludge Holding Tank Milestone shall be achieved at such time as the Work associated with the Van de Water Sludge Holding Tank is complete which includes all tank and valve vault modifications, blast cleaning, painting, curing, testing, Health Department notification and the tank fully operational and ready for service.

C. Pleasantview Tank Milestone shall be achieved at such time as the Work associated with the Pleasantview Tank is complete which includes all tank and valve vault modifications, blast cleaning, painting, curing, testing, Health Department approval and the tank fully operational and ready for service.

D. Sturgeon Point Washwater Tank Milestone shall be achieved at such time as the Work associated with the Sturgeon Point Washwater Tank is complete which includes all tank and valve vault modifications, blast cleaning, painting, curing, testing, Health Department approval and the tank fully operational and ready for service.

1.03 SCHEDULE OF COMPLETION

A. The Schedule of Completion shall be:

SCHEDULE OF COMPLETION		
General Area of Work	**Activity Associated with Milestone or Completion Requirements**	**Contract Time**
Veterans Park Tank	Veterans Park Tank Milestone	August 29, 2016 to October 18, 2016
Van de Water Tank	Van De Water Sludge Holding Tank Milestone	September 12, 2016 to November 1, 2016
Pleasantview Tank	Pleasantview Tank Milestone	March 27, 2017 to May 26, 2017
Sturgeon Point Tank	Sturgeon Point Washwater Tank Milestone	March 27, 2017 to May 26, 2017

1.04 SUBSTANTIAL AND FINAL COMPLETION

A. Substantial Completion includes the following:

1. All Miscellaneous Modifications
2. All surface preparation and application of coating systems
3. Curing of coatings
4. Disinfection and Health Department Approval (as applicable)
5. Tank ready for service

B. Final Completion includes the following:

1. Site restoration

PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01140

USE OF OWNER'S FACILITIES

PART 1 - GENERAL

1.01 DESCRIPTION

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

B. Restore existing facilities and equipment used for temporary purposes to original condition in a manner satisfactory to OWNER.

C. CONTRACTOR shall assume full responsibility for any damage that may result to existing or new facilities or equipment used for construction purposes and shall repair or replace any damaged facilities or equipment at CONTRACTOR'S cost.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01210

ALLOWANCES

PART 1 - GENERAL

1.01 SCOPE

A. This Section includes administrative and procedural requirements governing the following types of allowances:
   1. Cash allowances.
   2. Contingency allowances.

B. Authorization of Allowances:
   1. Work that will be done and paid under an allowance will be authorized in OWNER's written instruction to CONTRACTOR.
   2. Do not provide Work under an allowance without written authorization of OWNER.

1.02 CASH ALLOWANCE

A. Cash allowances are stipulated amounts for anticipated purchase of products or systems. In addition to this Section, refer to General Conditions, as may be modified by the Supplementary Conditions; and individual Specification Sections for CONTRACTOR's costs to be covered by allowances, and CONTRACTOR's costs, including overhead and profit, to be included elsewhere in the Contract Price.

B. At earliest practical date after Notice to Proceed, advise ENGINEER of date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.

C. Consult with ENGINEER in selecting supplies and obtain proposals for price and time from selected suppliers. Submit proposals to ENGINEER along with recommendations relevant to furnishing and installing products covered in the allowance.

D. Purchase products or systems from Suppliers selected by ENGINEER.

E. Submit invoices or delivery slips to show actual cost and quantity of products or systems delivered to Site and used in fulfilling each allowance.

F. Properly dispose of unused products and systems purchased under cash allowance.

G. For each allowance, submit to ENGINEER a Change Order proposal to adjust Contract Price for difference between specified allowance amount and actual cost. Prepare Change Order proposal in accordance with General Conditions as may be modified by the Supplementary Conditions, except that payment within limit of a cash allowance shall exclude cost of bond and insurance premiums.

1.03 CONTINGENCY ALLOWANCE

A. Contingency allowances are stipulated amounts available as reserve for sole use by OWNER to cover unanticipated costs.

B. When authorization of Work under contingency allowance is contemplated by OWNER for a defined scope, submit Change Order proposal to ENGINEER. Prepare Change Order proposal in accordance with the General Conditions as may be modified by the Supplementary Conditions, except that payments within limit of contingency allowance shall exclude cost of bond and insurance premiums.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

A. Contingency Allowances:

1. Include contingency allowance of $5,000 for Bid Item 10.1 Allowance for Repairs for use in accordance with the OWNER's instruction to perform miscellaneous repair work in the Veterans Park Tank not included under any Bid Item consisting of such items on the interior of the tank.

2. Include contingency allowance of $7,500 for Bid Item 10.2 Allowance for Repairs for use in accordance with the OWNER's instruction to perform miscellaneous repair work in the Van de Water Sludge Holding Tank consisting of such items as cutting and patching pitted areas, removing and replace defective full penetration butt welds and defective fillet welds, grinding on interior of tank to remove unused brackets, weld burrs, spatter, scars, and/or rough edges in steel, and filling pits with weld material.

3. Include contingency allowance of $6,500 for Bid Item 10.3 Allowance for Repairs for use in accordance with the OWNER's instruction to perform miscellaneous repair work in the Pleasantview Tank consisting of such items as cutting and patching pitted areas, removing and replace defective full penetration butt welds and defective fillet welds, grinding on interior of tank to remove unused brackets, weld burrs, spatter, scars, and/or rough edges in steel, and filling pits with weld material.

4. Include contingency allowance of $7,500 for Bid Item 10.4 Allowance for Repairs for use in accordance with the OWNER's instruction to perform miscellaneous repair work in the Sturgeon Point Washwater Tank consisting of such items as cutting and patching pitted areas, removing and replace defective full penetration butt welds and defective fillet welds,

grinding on interior of tank to remove unused brackets, weld burrs, spatter, scars, and/or rough edges in steel, and filling pits with weld material.

END OF SECTION

SECTION 01270

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION

A. The items listed below beginning with Article 1.05, refer to and are the same pay items listed in the Bid Form. They constitute all of the pay items for the completion of the Work. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, plant, services, ENGINEER'S and/or CONTRACTOR'S field offices, layout surveys, job signs, sanitary requirements, permits, testing, safety devices, shop drawings and samples, approval and record drawings, water supplies, power, maintaining traffic, removal of waste, watchmen, bonds, insurance, test pits and all other requirements of the General Conditions, Supplementary Conditions, and the General Requirements. Compensation for all such services, things and materials shall be included in the prices stipulated for the lump sum and unit price pay items listed herein.

B. The lump sum and unit bid prices will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

C. The CONTRACTOR shall furnish all labor, materials, tools, equipment, services, and all appurtenances necessary to perform all work required, at the unit or lump sum prices for the items listed in the Bidder's Proposal. Each bid item shall include all costs to perform all work to complete each item. Work shall include, but is not necessarily limited to initial cleaning and deicing, surface preparation, seam sealing, pit filling, pit welding, coating application, structural modifications, spent abrasive disposal, all restoration, permits, testing, and disinfection.

D. Each of the bid items shall also include the cost required in supporting and protecting existing utilities while working under, over, or alongside or near the utility. Also included, is the protection of overhead telephone, cable, electric power or other lines and the supporting of poles, if required.

1. The utilities likely to be encountered include:
    a. Overhead electric power lines.
    b. Waterlines
    c. Telephone, fiber optic, and cable TV
    d. Below grade electrical conduit
    e. Below grade telephone conduit
    f. Interior cable lines

g. Cell phone antennas, cables and other equipment
   i. Veterans Tank – ECWA SCADA system
   ii. Van De Water Sludge Holding Tank– ECWA SCADA system
   iii. Pleasantview Tank – ECWA SCADA system, Verizon Wireless, T-Mobile Wireless, Sprint Wireless
   iv. Sturgeon Point Washwater Tank – None

2. The cost of repairing any damage to the various utilities done during the installation of the work shall be included in the various bid items.

E. Where fixed minimum unit prices are called for under an item heading, the bidder shall include a price not less than the stated minimum. Bidders' Proposals received which include a unit price less than the stated minimum shall be adjusted to meet the minimum unit price.

1.02 ENGINEER'S ESTIMATE OF QUANTITIES

A. ENGINEER'S estimated quantities for unit price pay items, as listed in the Bid Form, are approximate only and are included solely for the purpose of comparison of Bids. OWNER does not expressly or by implication agree that the nature of the materials encountered or the actual quantities of material encountered or required will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as OWNER may deem necessary. Except as provided in Article 1.03, CONTRACTOR or OWNER will not be entitled to any adjustment in a unit bid price as a result of any change in an estimated quantity and agrees to accept the aforesaid unit bid prices as complete and total compensation for any additions caused by changes or alterations in the Work ordered by OWNER.

1.03 ADJUSTMENT OF UNIT PRICES FOR INCREASE OR DECREASE OF ESTIMATED QUANTITIES

A. For bid items paid for on a unit price basis, increases or decreases in the quantity of an item of Work will be determined by comparing the total payable quantity of Work with ENGINEER'S estimated quantity as shown in the Bid Form. Increase or decreases will only be considered if the Schedule of Values as required in Section 01290 has been prepared, submitted, and approved.

B. If the total payable quantity of any unit price item of Work, which has an as-bid computed total value of five percent or more of the sum of the as-bid computed total values of all items bid, varies from ENGINEER'S estimate of quantity therefore by more than 50 percent, the unit price of that item will be a subject of review by ENGINEER. If warranted, an equitable adjustment will be made by means of a Change Order to credit OWNER with any reduction in cost or to compensate CONTRACTOR for any increase in cost resulting from the change in

quantity. This review of the adjustment will be made at a time ENGINEER deems reasonable and proper.

C. Payment for any unit price item of Work, which has an as-bid computed total value of less than five percent of the sum of the as-bid computed total values of all items bid, will be made at the unit price bid regardless of an increase or decrease in quantity.

1.04 RELATED PROVISIONS

A. Payments to CONTRACTOR: Refer to General Conditions and Agreement.

B. Changes in Contract Price: General Conditions.

C. Schedule of Values: Section 01290.

1.05 BID ITEMS

A. ITEM 1 - INTERIOR WET PAINTING

1. Work Included:

a. This item includes all labor, materials, equipment and incidentals required to blast clean and recoat the interior wet of the existing storage tank including all structural supports, ladders and piping as described in these specifications, including initial tank cleaning and/or deicing, appurtenant equipment replacement, site work, repairs, minor maintenance, proper on-site storage of abrasive blast residue, new manhole gaskets, disinfection, sampling, and testing, protection of the surrounding area and clean-up. Disposal of interior abrasive blast residue following required sampling and testing of residue is also included. Additional payment will be made under Bid Item 2 if the residue is hazardous based on the test results. All work obviously necessary for completion of the contract shall be included, whether or not specifically shown or specified. For "wet" interior painting including SSPC-SP10 Near-White Blast Surface including one test blast of a 30 square foot area; location to be decided by Engineer. Construction photographs as specified in Section 01322 shall also be included in this item for all work on all tanks included in this contract.

b. The subdivisions of this item are:
1.1 Van de Water Sludge Holding Tank
1.2 Pleasantview Tank
1.3 Sturgeon Point Washwater Tank

2. Measurement:

a. The quantity to be paid for under this Item will be made on a lump sum basis in proportion to the amount of Work completed.

3. Payment:

a. The lump sum price bid for interior wet tank painting shall be full compensation for furnishing labor, materials, equipment and incidentals necessary to recoat the interior of the water tank.

B. ITEM 2 – DISPOSAL OF WET INTERIOR HAZARDOUS ABRASIVE BLAST RESIDUE

1. Work Included:
   a. This work shall include all labor, materials, equipment and incidentals required to properly dispose of all hazardous abrasive blast residue collected during storage tank wet interior surface preparation. Wet interior abrasive blast residue shall be stored separately from blast residue from other areas of the tank and labeled accordingly. This item is for the additional cost required to dispose of wet interior abrasive blast residue which has been classified as hazardous following required sampling and testing. There will be no payment for this item if the residue is determined to be non-hazardous.
   b. The subdivisions of this item are:
      2.1 Van de Water Sludge Holding Tank
      2.2 Pleasantview Tank
      2.3 Sturgeon Point Washwater Tank
2. Measurement:
   a. The quantity to be paid for under this Item will be made on a lump sum basis in proportion to the amount of Work completed.
3. Payment:
   a. The lump sum price bid for disposal shall be full compensation for furnishing labor, materials, equipment and incidentals necessary to properly dispose of all hazardous abrasive blast residue collected during tank surface preparation. Payment of non-hazardous waste disposal is included in Item 1.

C. ITEM 3 – VETERANS PARK TANK EXTERIOR

1. Work Included:
   a. This item includes all labor, materials, equipment, and incidentals required to power wash clean the entire tank exterior and recoat the repaired portions of the exterior of the existing storage tank as described in the specifications including appurtenant equipment replacement, site work, repairs, minor maintenance, new manhole gaskets, protection of the surrounding area and clean-up. All work necessary for completion of the contract shall be included, whether or not specifically shown or specified. Construction photographs shall also be included in this item.
2. Measurement:

a. The quantity to be paid for under this Item will be made on a lump sum basis in proportion to the amount of Work completed.

3. Payment:

a. The lump sum price bid for exterior tank cleaning shall be full compensation for furnishing labor, materials, equipment and incidentals necessary to power wash clean the entire tank exterior and recoat the repaired portions of the exterior of the water tank.

D. ITEM 4 – VETERANS PARK TANK: MISCELLANEOUS MODIFICATIONS

1. Work Included:

a. This item includes all labor, materials, equipment, and incidentals required to furnish and install the following modifications:

i. Clean piping, nuts, bolts, and valves in valve vault to SSPC-SP2 standards, and paint piping, nuts, bolts and valves.

ii. Remove and replace existing electrical outlets, one in the inlet and one in the outlet valve vaults, with GFCI receptacles.

iii. Install additional welded plate on the existing vandal deterrent system.

iv. Install closure chain on the roof platform.

v. Install new check valve and screen on existing tank overflow pipe including necessary overflow pipe modifications

vi. Remove remains of previous overflow pipe in the interior wet and seal opening.

vii. Clean interior wet stainless steel piping to SSPC-SP10 standards, and recoat piping.

viii. Repair and coat cracks on walls and floor in the interior wet. Quantity to be included in the lump sum item is as follows;

i. 100' of >1/8"
ii. 100' of 1/8" to ¼"
iii. 100' of ¼" to ½"

2. Measurement:

a. The quantity to be paid for under this Item will be made on a lump sum basis in proportion to the amount of Work completed.

3. Payment:

a. The lump sum price bid shall be full compensation for furnishing all labor, materials, equipment and incidentals necessary to perform miscellaneous modifications.

E. ITEM 5 – VETERANS PARK TANK RING BEAM REPAIR

1. Work Included:

a. This item includes all labor, materials, equipment, and incidentals required to repair the existing ring beam including developing delegated design documents, removal of unsound material, surface preparation, replacing reinforcement, replacing prestress wire, concrete patching, protection of the surrounding area and clean-up. All work necessary for completion of the contract shall be included, whether or not specifically shown or specified. Construction photographs shall also be included in this item.

2. Measurement:

b. The quantity to be paid for under this Item will be made on a lump sum basis in proportion to the amount of Work completed.

3. Payment:

The lump sum price bid shall be full compensation for furnishing all labor, materials, equipment and incidentals necessary to perform miscellaneous modifications.

F. ITEM 6 – VAN DE WATER SLUDGE HOLDING TANK: MISCELLANEOUS MODIFICATIONS

1. Work Included:

a. This item includes all labor, materials, equipment, and incidentals required to furnish and install the following modifications:

i. Remove all loose and broken grout and vegetation at tank foundation and base plate joint as determined by the Engineer. Install new non-shrink cementitious grout and seal joint around full perimeter of tank with elastomeric joint sealant.

ii. Remove existing ladder safety cage.

iii. Install anti-slip-covers on ladder rungs.

iv. Install new closure chain on the roof platform ladder opening.

v. Modify toe-plate on roof platform to have a maximum ¼" gap.

vi. Remove existing roof railing and replace with new roof railing to meet OSHA requirements. New roof railing to extend past roof flanged and bolted manhole.

vii. Replacing missing bolts on flanged and bolted roof manhole with new galvanized steel bolts.

viii. Install retaining chain on the flanged and bolted roof manhole.

ix. Remove and replace existing roof vent with new clog-resistant vent near center of roof.

x. Remove the existing trolley system from the interior shell angle.

2. Measurement:
   a. The quantity to be paid for under this Item will be made on a lump sum basis in proportion to the amount of Work completed.
3. Payment:
   a. The lump sum price bid shall be full compensation for furnishing all labor, materials, equipment and incidentals necessary to perform miscellaneous modifications.

G. ITEM 7 – PLEASANTVIEW TANK: MISCELLANEOUS MODIFICATIONS

1. Work Included:
   a. This item includes all labor, materials, equipment, and incidentals required to furnish and install the following modifications:
      i. Remove up to 20 feet of un-used cable tray. Return removed cable tray to the Owner.
      ii. Remove all loose and broken grout and vegetation at tank column and riser joint as determined by the Engineer. Install new non-shrink cementitious grout and seal joint around full column and riser perimeter with elastomeric joint sealant.
      iii. Remove the two (2) existing ladders within the valve vault including removal of existing ladder rungs, grinding flush concrete, patching concrete as required and installation of two (2) new ladders. One (1) ladder is for the manhole for personnel entry into the vault and the second manhole is for equipment.
      iv. Clean piping, nuts, bolts, and valves in valve vault to SSPC-SP2 standards then paint all piping, nuts, bolts and valves.
      v. Replace six (6) existing electrical outlets in valve vault with new GFCI receptacles.
      vi. Install new explosion proof space heater in valve vault.
      vii. Power wash clean and seal the existing valve vault concrete with a concrete sealer.
      viii. Replaces bolts on Dry Riser Manhole with galvanized steel bolts.
      ix. Replace all manhole gaskets.
      x. Relocate conduit away from ladder rail on roof ladder.
      xi. Install new check valve and screen on existing tank overflow pipe including necessary overflow pipe modifications.
      xii. Repair existing siphon pipe within the interior wet area of the tank.
2. Measurement:

a. The quantity to be paid for under this Item will be made on a lump sum basis in proportion to the amount of Work completed.

3. Payment:
   a. The lump sum price bid shall be full compensation for furnishing all labor, materials, equipment and incidentals necessary to perform miscellaneous modifications.

H. ITEM 8 – STURGEON POINT WASHWATER TANK: MISCELLANEOUS MODIFICATIONS

1. Work Included:
   a. This item includes all labor, materials, equipment, and incidentals required to furnish and install the following modifications:
      i. Remove all loose or broken grout at tank column and riser joint as determined by the Engineer. Install new non-shrink cementitious grout and seal joint around full column and riser perimeter with elastomeric joint sealant.
      ii. Remove and replace the existing ladders within the valve vault including removal of existing ladder rungs, grinding flush concrete, patching concrete as required and installation of the new ladders.
      iii. Clean piping, nuts, bolts, and valves in valve vault to SSPC-SP2 standards then paint all piping, nuts, bolts and valves.
      iv. Power wash clean and seal the existing valve vault concrete with a concrete sealer.
      v. Replace all manhole gaskets.
      vi. Reinstall vandal deterrent on tank ladder. Existing vandal deterrent provided by Owner.
      vii. Install new check valve and screen on existing tank overflow pipe including necessary overflow pipe modifications.
      viii. Install closure chain on the roof platform.
      ix. Patch weld hole on top of roof vent.

2. Measurement:
   a. The quantity to be paid for under this Item will be made on a lump sum basis in proportion to the amount of Work completed.

3. Payment:
   a. The lump sum price bid shall be full compensation for furnishing all labor, materials, equipment and incidentals necessary to perform miscellaneous modifications.

I. ITEM 9 – VAN DE WATER ROOF REPAIR/STEEL REINFORCEMENT

1. Work Included:

a. This item includes all labor, materials, equipment, and incidentals required to reinforce or replace the existing roof support structure at the existing storage tank as indicated on the details in Appendix E.

2. Measurement:
   a. The quantity to be paid for under this item shall be for the actual amount, in pounds, of steel repair applied as shown, specified or directed.
3. Payment:
   a. The unit price bid per pound shall be the full compensation for furnishing all labor, materials, equipment, and incidentals necessary to perform the structural repairs.

J. ITEM 10 – CONTINGENCY ALLOWANCE FOR REPAIRS

1. Work Included:
   a. This item includes all labor, materials, equipment, staging, and incidentals required to furnish and install the following repairs:
      i. Cut and patch pitted areas, remove and replace defective full penetration butt welds, and remove and replace defective fillet welds.
      ii. Grinding on interior of tank to remove unused brackets, weld burrs, spatter, scars, and/or rough edges in steel.
      iii. Fill pits with weld material.
      iv. Repair and replace structural members on the interior of the tank.
      v. All work, sizes and locations must be reviewed and accepted by the Engineer prior to making repairs.
      vi. Interior concrete crack repair at Veterans Park Tank in excess of the quantities indicate in Item 4.
   b. The subdivisions of this item are:
      10.1 Veterans Park Tank
      10.2 Van De Water Sludge HoldingTank
      10.3 Pleasantview Tank
      10.4 Sturgeon Point Washwater Tank
2. Measurement:
   a. Section 01210 Allowances includes a stipulated amount available as reserve for sole use by OWNER to cover costs and procedures for approving work and payment.
3. Payment:
   a. Payment for Work authorized under this Item will be full compensation for providing all Work authorized under the allowance, complete as specified or directed by ENGINEER. Work authorized under allowance may be included in subsequent

Application(s) for Payment, as applicable, following authorization and performance of contingency allowance Work.

K. ITEM 11 - EPOXY SEAM SEALING AND PIT FILLING

1. Work Included:
   a. This item includes all labor, materials, equipment, and incidentals required to seal seams and/or fill pits on the interior of the existing storage tank with an approved epoxy, the location of which will be reviewed and accepted by the Engineer prior to sealing/filling.
   b. The subdivisions of this item are:
      11.1 Van De Water Sludge Holding Tank
      11.2 Pleasantview Tank
      11.3 Sturgeon Point Washwater Tank
2. Measurement:
   a. The quantity to be paid for under this item shall be for the actual amount, in gallons, of epoxy material applied as shown, specified or directed.
3. Payment:
   a. The unit price bid per gallon shall be the full compensation for furnishing all labor, materials, equipment, and incidentals necessary to perform epoxy seam sealing and/or pit filling.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01290

SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 DESCRIPTION

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

1.02 PREPARATION

A. Schedule shall show breakdown of labor, materials, equipment, and other costs used in preparation of the Bid.

B. Costs shall be in sufficient detail to indicate separate amounts for each Section of the Specifications.

C. CONTRACTOR may include an item for bond, insurance, temporary facilities and job mobilization on lump sum project only. This item will be included for payment at a rate of 25 percent per month for the first four months.

D. Schedule of Values shall be prepared on 8 $^{1}/_{2}$-inch by 11-inch white paper.

E. Use Table of Contents of the Specifications as basis for Schedule format and identify each item with number and title in the Table of Contents. List sub-items of major products or systems as appropriate or when requested by ENGINEER.

F. When requested by ENGINEER, support values with data that will substantiate their correctness.

G. The sum of the individual values shown on the Schedule of Values must equal the total Contract Price.

H. Each item shall include a directly proportional amount of the CONTRACTOR'S overhead and profit.

I. Schedule shall show the purchase and delivery costs for materials and equipment that the CONTRACTOR anticipates he shall request payment for prior to their installation.

J. Included in the detailed breakdown shall be a line item for "record documents". This amount is for preparing and supplying required information and documentation.

1.03 SUBMITTAL

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

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01310

PROJECT COORDINATION

PART 1 - GENERAL

1.01 DESCRIPTION

A. As more fully set forth in Article 6 of the General Conditions, CONTRACTOR shall be solely responsible for coordination of all of the Work. He shall supervise, direct and cooperate fully with all Subcontractors, manufacturers, fabricators, suppliers, distributors, installers, testing agencies and all others whose services, materials or equipment are required to ensure completion of the Work within the Contract Time.

B. As more fully set forth in Article 7 of the General Conditions, CONTRACTOR shall cooperate with and coordinate his Work with the work of any other contractor, utility service company or OWNER'S employees performing additional work related to the Project at the site.

C. CONTRACTOR shall not be responsible for damage done by contractors not under his jurisdiction. He will not be liable for any such loss or damage unless it is through the negligence of CONTRACTOR.

D. CONTRACTOR shall maintain sufficient competent personnel, drafting equipment and supplies at the site for the purpose of preparing layout and coordination drawings. These drawings shall supplement the contract documents, and the Shop Drawings, as necessary to correlate the work of various trades. Where such drawings are to be prepared by the mechanical, electrical, or plumbing Subcontractors, CONTRACTOR will ensure that each Subcontractor maintains the required personnel and facilities at the site.

E. CONTRACTOR shall also coordinate his Work with the work of others to assure compliance with schedules.

F. CONTRACTOR shall attend and participate in all project coordination or progress meetings and report on the progress of all Work and compliance with schedules.

PART 2 - PRODUCT (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01311

COORDINATION WITH OWNER'S & CELL PROVIDERS' OPERATIONS

PART 1 - GENERAL

1.01 DESCRIPTION

A. CONTRACTOR shall carry out all operations to avoid interference with the operations of the existing facilities.

B. The CONTRACTOR shall not have exclusive possession of the sites of the work to be done under this contract.

C. In the performance of the work, the CONTRACTOR shall schedule and cooperate fully with the OWNER and other Contractors, affording them facilities for the performance of their work even though it interferes with his own.

D. Related Work Specified Elsewhere:
1. Divisions 2-15, Technical Specifications.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01312

PRECONSTRUCTION CONFERENCE

PART 1 - GENERAL

1.01 DESCRIPTION

A. Date, Time, and Location: Conference will be held after execution of the Agreement and before construction is started at the site. ENGINEER will fix the date, time and location of the meeting in accordance with the General Conditions.

B. ENGINEER shall prepare agenda, preside at meeting, and prepare and distribute a transcript of proceedings to all parties.

C. CONTRACTOR(S) shall provide data required, contribute appropriate items for discussion, and be prepared to discuss all items on agenda.

D. CONTRACTOR shall prepare and distribute a preliminary construction schedule.

1.02 REQUIRED ATTENDANCE

A. CONTRACTOR(S) and major Subcontractors.

B. OWNER'S representative.

C. ENGINEER.

D. Representatives of governmental agencies having any degree of control or responsibility, if available.

E. Cell Phone Providers

1.03 AGENDA

A. Agenda will include, but will not necessarily be limited to, the following:
1. Designation of responsible personnel.
2. Subcontractors.
3. Coordination with other contractors.
4. Construction schedule.
5. Review preliminary construction schedule.
6. Processing of Shop Drawings.
7. Schedule of Shop Drawing submittals.
8. Processing of Field Orders and Change Orders.
9. Requirements for copies of Contract Documents.
10. Insurance in force.

11. Schedule of Values.
12. Processing of progress payments.
13. Cash flow.
14. Use of premises.
15. CONTRACTOR(S) responsibility for safety and first aid procedures.
16. Security.
17. Housekeeping.
18. Field Offices.
19. Record Drawings.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01313

PROGRESS MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Date and Time:
   1. Regular bi-weekly meetings: As mutually agreed upon by OWNER, ENGINEER, and CONTRACTOR.
   2. Other Meetings: On call.
   3. Final Inspection on project completion.

B. Place: ENGINEER'S field office or OWNER'S Conference Room office at Project site or other mutually agreed upon location.

C. ENGINEER shall prepare agenda, preside at meetings, and prepare and distribute a transcript of proceedings to all parties.

D. CONTRACTOR shall provide data required and be prepared to discuss all items on agenda.

1.02 MINIMUM ATTENDANCE

A. CONTRACTOR:
   1. When needed for the discussion of a particular agenda item, CONTRACTOR shall require representatives of Subcontractors or suppliers to attend a meeting.

B. ENGINEER.

C. OWNER'S representative, if required.

D. Others as appropriate.

E. Representatives present for each party shall be authorized to act on their behalf.

1.03 AGENDA

A. Agenda will include, but will not necessarily be limited to, the following:
   1. Transcript of previous meeting.
   2. Progress since last meeting.
   3. Planned progress for next period.
   4. Problems, conflicts and observations.
   5. Change Orders.

6. Status of Shop Drawings.
7. Quality standards and control.
8. Schedules, including off-site fabrication and delivery schedules. Corrective measures, if required.
9. Coordination between parties.
10. Safety concerns.
11. Other business.

1.04 FINAL INSPECTION

A. A Final Inspection shall not be scheduled until the ENGINEER is satisfied that all requirements of the contract have been met and the Work is acceptable.

B. ENGINEER shall schedule final inspection at least 72 hours in advance, and shall notify CONTRACTOR and OWNER.

C. The ENGINEER, OWNER and CONTRACTOR shall be present during the final inspection.

D. CONTRACTOR shall provide sufficient manpower during final inspection.

E. CONTRACTOR shall furnish necessary equipment to demonstrate the new Work to ENGINEER and OWNER for approval.

F. ENGINEER shall itemize deficiencies and provide list to OWNER and CONTRACTOR.

G. CONTRACTOR shall rectify any items identified by ENGINEER prior to final payment.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01321

CONSTRUCTION SCHEDULES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Provide construction schedule, which conforms to the requirements below, unless otherwise approved by ENGINEER.

B. Update schedules every month and for progress meetings unless otherwise specified or directed by ENGINEER.

C. Submit cash flow schedule with each updated construction schedule.

1.02 CONTENT

A. Shop Drawing submittal dates and required approval dates.

B. Product delivery dates.

C. Factory and field testing dates.

D. Dates for beginning and completing each phase of the Work by activity and by trades.

E. Cash flow schedule shall be based on monthly cash flow.

1.03 FORMAT

A. Schedule will be created on computer using Microsoft Project, latest version.

B. Type: Horizontal bar chart.

C. Sheet Size: $8^1/_2$" x 11".

D. Time Scale: Indicate first date in each work week.

E. Organization:
   1. Organize schedules by tank project/milestone.
   2. Group Shop Drawing submittals and reviews into a separate subschedule.
   3. Group product deliveries into a separate subschedule.
   4. Group construction work into a separate subschedule by activity.
   5. Group critical activities which dictate the rate of progress into a separate subschedule.

6. Organize each subschedule by Specification Section number.

F. Activity Designations: Show title and related Specification Section number.

G. Provide electronic copies of project schedule to ENGINEER via email as requested.

1.04 SUBMITTALS

A. Submit initial schedule at least 20 days prior to submitting first application for a progress payment but no later than 10 days after date of execution of Agreement. Subsequent schedule updates shall be submitted concurrently with monthly payment applications.

B. Submit updated schedules at progress meetings. If a schedule remains unchanged from one period to the next, submit a written notice to that effect. Updated schedules shall show progress completed to date.

C. Make submittals to ENGINEER, three copies of all requirements.

D. Unless otherwise specified, submit four hardcopies of each schedule and one via email. One copy each will be reviewed by the OWNER and ENGINEER and returned. The other copies will be retained by the ENGINEER.

E. Attach a letter of transmittal to each submittal and include the following information in the letter:
   1. A listing of items which have changed since the last submittal.
   2. Discussion of problems causing delays, anticipated length of delays, and proposed countermeasures.

F. Submit updated cash flow schedule based on each updated schedule.

G. Payment of partial estimates shall not be made unless the CONTRACTOR has, in force, an approved construction schedule.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01322

CONSTRUCTION PHOTOGRAPHS

PART 1 – GENERAL

1.01 DESCRIPTION

A. CONTRACTOR shall retain a professional photographer to perform the services specified below.

B. Obtain ENGINEER'S approval of the photographer selected prior to taking first photographs. Submit qualifications and experience record of photographer and representative firm.

C. Digital photography will be accepted if evidence of quality is provided to ENGINEER.

1.02 PRECONSTRUCTION PHOTOGRAPHS

A. CONTRACTOR shall be responsible for taking a sufficient number of preconstruction photographs so as to resolve any disputes which may arise regarding the conditions prior to and subsequent to construction.

B. If a dispute arises where no preconstruction photographs were taken, the disputed area shall be restored to the extent directed by the ENGINEER and to the complete satisfaction of the ENGINEER.

C. The CONTRACTOR must furnish one set of color prints of the preconstruction photographs to the ENGINEER, and must make others available for review in settling any disputes.

D. The ENGINEER may, at his option, take additional preconstruction photographs which may be used to settle disputes, but he will not be required to make these photographs available to the CONTRACTOR.

E. Preconstruction photographs taken by the CONTRACTOR will not be considered as part of the required number of construction photographs required in Paragraph 1.03 below.

1.03 PHOTOGRAPHS

A. Take a minimum of 25 color, glossy finish photographs during the construction period at each location.

B. Photographs shall be taken approximately twice each month when requested by the ENGINEER.

C. ENGINEER will approve the views to be taken and select the time at which they will be taken.

D. A minimum of 5 photographs will be taken each time the photographer is at each site.

E. For outside construction projects, take photographs in good weather with sufficient ambient light. For inside construction projects, use a flash as necessary in low-light conditions.

1.04 PRINTS

A. Furnish three prints and negatives of each photograph to the ENGINEER as soon as they are available from the photographer.

B. Furnish additional photographs or prints requested by ENGINEER at cost.

C. Provide high quality 5-inch by 7-inch standard weight prints with a glossy finish.

D. Place the following information on the back of each print:
1. Date photograph was taken.
2. Title of Project.
3. Description of view shown in photograph.
4. Name and address of photographer.
5. Photographer's numbered identification of exposure.

1.05 DIGITAL PHOTOS (IF ACCEPTED AS ALTERNATE)

A. Furnish three prints of each photograph to the ENGINEER as soon as they are available from the photographer. Also, furnish a compact disk (CD) with each photograph dated and project title identified.

B. Furnish additional photographs or prints requested by ENGINEER at cost.

C. Provide high quality 5-inch by 7-inch standard weight prints with a glossy finish.

D. The following information on the back of each print:
1. Date photograph was taken.
2. Title of Project.
3. Description of view shown in photograph.
4. Name and address of photographer.
5. Photographer's numbered identification of exposure.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01331

SHOP DRAWING PROCEDURES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Shop Drawing procedures shall conform to requirements of General Conditions and as described in this Section.

1.02 PROCEDURE

A. Submittals of Shop Drawings shall be made to the ENGINEER at the address listed in the Notice to Bidders.

B. A letter of transmittal shall accompany each submittal. If data for more than one Section of the Specifications is submitted, a separate transmittal letter shall accompany the data submitted for each Section.

C. Copies of submittals shall be sent to the OWNER at ERIE COUNTY WATER AUTHORITY at the Service Center Address at 3030 Union Road, Buffalo, New York 14227 at the time CONTRACTOR submits to ENGINEER.

D. At the beginning of each letter of transmittal provide a reference heading indicating the following:

1. OWNER'S Name _____

2. Project Name _____

3. Contract No. _____

4. Transmittal No. _____

5. Section No. _____

E. If a Shop Drawing deviates from the requirements of the Contract Documents, CONTRACTOR shall specifically note each variation in his letter of transmittal.

F. All Shop Drawings submitted for approval shall have a title block with complete identifying information satisfactory to ENGINEER.

G. All Shop Drawings submitted shall bear the stamp of approval and signature of CONTRACTOR as evidence that they have been reviewed by CONTRACTOR. Submittals without this stamp of approval will not be reviewed by ENGINEER

and will be returned to CONTRACTOR. CONTRACTOR'S stamp shall contain the following minimum information:

Project Name: _____

CONTRACTOR'S Name: _____

Date: _____

----------Reference----------

Item: _____

Specifications:

Section: _____

Page No.: _____

Para. No.: _____

Drawing No.: _____ of _____

Location: _____

Submittal No.: _____

Approved By: _____

H. A number shall be assigned to each submittal by CONTRACTOR starting with No. 1 and thence numbered consecutively. Resubmittals shall be identified by the original submittal number followed by the suffix "A" for the first resubmittal, the suffix "B" for the second resubmittal, etc.

I. The CONTRACTOR shall initially submit to ENGINEER a minimum of 4 copies of all submittals that are on $8^1/_2$-inch by 11-inch or smaller sheets, and one unfolded sepia and 2 prints made from that sepia for all submittals on sheets larger than $8^1/_2$-inch by 11-inch. The OWNER and ENGINEER shall receive one copy only of each submittals which will be stamped "Preliminary - Not For Construction."

J. After ENGINEER completes his review, Shop Drawings will be marked with one of the following notations:
   1. Approved.
   2. Approved as Corrected.
   3. Revise and Resubmit.
   4. Not Approved.

5. Submitted for Information.

K. If a submittal is acceptable, it will be marked "Approved" or "Approved as Corrected". One copy of the submittal will be returned to CONTRACTOR.

L. Upon return of a submittal marked "Approved" or "Approved as Corrected", CONTRACTOR may order, ship or fabricate the materials included on the submittal, provided it is in accordance with the corrections indicated.

M. If a Shop Drawing marked "Approved as Corrected" has extensive corrections or corrections affecting other drawings or Work, ENGINEER may require that CONTRACTOR make the corrections indicated thereon and resubmit the Shop Drawings for record purposes. Such drawings will have the notation, "Approved as Corrected - Resubmit."

N. If a submittal is unacceptable, one copy will be returned to CONTRACTOR with one of the following notations:
1. "Revise and Resubmit"
2. "Not Approved"

O. Upon return of a submittal marked "Revise and Resubmit", CONTRACTOR shall make the corrections indicated and repeat the initial approval procedure. The "Not Approved" notation is used to indicate material or equipment that is not acceptable. Upon return of a submittal so marked, CONTRACTOR shall repeat the initial approval procedure utilizing acceptable material or equipment.

P. Any related Work performed or equipment installed without an "Approved" or "Approved as Corrected" Shop Drawing will be at the sole responsibility of the CONTRACTOR.

Q. Shop Drawings shall be submitted well in advance of the need for the material or equipment for construction and with ample allowance for the time required to make delivery of material or equipment after data covering such is approved. CONTRACTOR shall assume the risk for all materials or equipment, which are fabricated or delivered prior to the approval of Shop Drawings. Materials or equipment will not be included in periodic progress payments until approval thereof has been obtained in the specified manner.

R. ENGINEER will review and process all submittals promptly, but a reasonable time should be allowed for this, for the Shop Drawings being revised and resubmitted, and for time required to return the approved Shop Drawings to CONTRACTOR.

S. It is CONTRACTOR'S responsibility to review submittals made by his suppliers and Subcontractors before transmitting them to ENGINEER to assure proper coordination of the Work and to determine that each submittal is in accordance

with his desires and that there is sufficient information about materials and equipment for ENGINEER to determine compliance with the Contract Documents. Incomplete or inadequate submittals will be returned for revision without review.

T. CONTRACTOR shall furnish required submittals with complete information and accuracy in order to achieve required approval of an item within three submittals. All costs to ENGINEER involved with subsequent submittals of Shop Drawings, Samples or other items requiring approval, will be backcharged to CONTRACTOR, at the rate of 3.0 times direct technical labor cost, by deducting such costs from payments due CONTRACTOR for Work completed. In the event that CONTRACTOR requests a substitution for a previously approved item, all of ENGINEER'S costs in the reviewing and approval of the substitution will be backcharged to CONTRACTOR unless the need for such substitution is beyond the control of CONTRACTOR.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01332

SAMPLES

PART 1 - GENERAL

1.01 DESCRIPTION

A. The submittal of Samples shall conform to the requirements of the General Conditions and to procedures described in the Section.

B. Samples and Shop Drawings which are related to the same unit of Work or Specification Section shall be submitted at the same time. If related Shop Drawings and Samples are submitted at different times, they cannot be reviewed until both are furnished to the ENGINEER.

1.02 PROCEDURE

A. CONTRACTOR shall review, approve and submit all Samples promptly. Samples shall be identified with correct reference to Specification Section, page, article and paragraph number, the Drawing No. when applicable. Samples shall clearly illustrate functional characteristics of the product and all related parts and attachments, and full range of color, texture, pattern and material. Samples shall be furnished so as not to delay fabrication, allowing the ENGINEER reasonable time for the consideration of the Samples submitted.

B. CONTRACTOR shall submit at least two Samples of each item required for the ENGINEER'S approval. Submission of Samples shall conform to all applicable provisions under Shop Drawing Submittal and Correspondence procedure. One of the Samples shall be delivered to the ENGINEER'S main office unless otherwise authorized by the ENGINEER. One Sample shall be delivered to the ENGINEER'S field office. If the CONTRACTOR requires a Sample for his use he shall notify the ENGINEER in writing.

C. The CONTRACTOR shall make all corrections required and shall resubmit the required number of new Samples until acceptable to the ENGINEER.

1.03 SAMPLES FOR TESTS

A. CONTRACTOR shall furnish such Samples of material as may be required for examination and test. All Samples of materials for tests shall be taken according to standard methods and as required by the Contract Documents.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01421

REFERENCE STANDARDS

PART 1 - GENERAL

1.01 DESCRIPTION

A. When a reference standard is specified, comply with requirements and recommendations stated in that standard, except when they are modified by the Contract Documents, or when applicable laws, ordinances, rules, regulations or codes establish stricter standards. The latest provisions of applicable standards shall apply to the Work, unless otherwise specified. Reference standards include, but are not necessarily limited to, the following:

1. American Association of State Highway and Transportation Officials.
2. American Concrete Institute.
3. American Gear Manufacturers Association.
4. American Institute of Steel Construction.
5. American Iron and Steel Institute.
6. American National Standards Institute.
7. American Society of Heating, Refrigerating and Air Conditioning Engineers.
8. American Society of Mechanical Engineers.
9. American Society for Testing and Materials.
10. American Water Works Association.
11. American Welding Society.
12. Concrete Reinforcing Steel Institute.
13. Factory Mutual Research Corporation.
14. Institute of Electrical and Electronics Engineers.
15. National Electrical Manufacturer's Association.
16. Occupational Safety and Health Administration.
17. National Fire Protection Association.
18. Prestressed Concrete Institute.
19. Underwriters' Laboratories, Inc.
20. NSF International.
21. International Organization for Standardization (ISO).
22. SSPC: The Society for Protective Coatings.
23. American Petroleum Institute.
24. NACE International.
25. All other applicable standards listed in the Specifications, and the standards of utility service companies, where applicable.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01422

ABBREVIATIONS AND SYMBOLS

PART 1 - GENERAL

1.01 ABBREVIATIONS

A. Common abbreviations which may be found in the Specifications are:

alternating current	a-c	foot-pound	ft-lb
ante meridiem	am	gallon	gal
ampere	A	gallons per minute	gpm
average	avg	gallons per second	gps
		gram	g
biochemical oxygen demand	BOD		
brake horsepower	bhp	Hertz	Hz
British thermal unit	Btu	hour	hr
		horsepower	hp
Centigrade	°C		
Company	Co	inch	in.
cubic inch	cu in	inch-pound	in.-lb
cubic foot	cu ft	inside diameter	id
cubic yard	cu yd		
cubic feet per minute	cfm	kilovolt-ampere	kva
cubic feet per second	cfs	kilowatt	kw
		kilowatt-hour	hwhr
decibel	db		
degree Centigrade		linear foot	lin ft
(or Celsius) (say)	20°C	liter	l
degree Fahrenheit (say)	68°F		
diameter	diam	maximum	max
direct current	d-c	mercury	Hg
dollars	$	milligram	mg
		milligrams per liter	mg/l
each	ea	milliliter	ml
efficiency	eff	millimeter	mm
		million gallon	mil
Fahrenheit	EF	million gallons per day	mgd
feet	ft	minimum	min
feet per hour	fph		
feet per minute	fpm	net positive suction head	npsh
feet per second	fps	number	No.
Figure	Fig	National Pipe Threads	NPT
flange	flg		

ounce	oz	specific gravity	sp gr
outside diameter	od	square	sq
		square foot	sq ft
parts per million	ppm	square inch	sq in
post meridiem	pm	square yard	sq yd
pound	lb	standard	std
pounds per square foot	psf	standard cubic feet per minute	scfm
pounds per square inch absolute	psia		
pounds per square inch gage	psig	total dynamic head	tdh
		totally-enclosed-fan-cooled	tefc
revolutions per minute	rpm		
		volt	v
second	sec		

1.02 ORGANIZATION ABBREVIATIONS

A. Abbreviations of organizations which may be used in these Specifications are:

ACS	American Chemical Society
ACI	American Concrete Institute
AGMA	American Gear Manufacturers Association
AIChE	American Institute of Chemical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
APHA	American Public Health Association
API	American Petroleum Institute
AREA	American Railway Engineering Association
ASTM	American Society for Testing and Materials
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
AWWA	American Water Works Association
AWS	American Welding Society
CRSI	Concrete Reinforcing Steel Institute
ECWA	Erie County Water Authority
EPA	Environmental Protection Agency
FM	Factory Mutual Research Corporation
HEW	Department of Health, Education and Welfare
HUD	Department of Housing and Urban Development
IEEE	Institute of Electrical and Electronic Engineers
IRI	Industrial Risk Insurance
NAAMM	National Association of Architectural Metal Manufacturers

NACE	NACE International
NARUC	National Association of Railroad and Utilities Commissioners
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NSF	National Sanitation Foundation
OSHA	Occupational Safety and Health Administration
PCI	Precast Concrete Institute
SMACNA	Sheet Metal and Air Conditioning National Association
SSPC	Steel Structures Painting Council
UL	Underwriters' Laboratories, Inc.
USGS	United States Geological Survey
USPHS	United States Public Health Service
WWEMA	Water and Wastewater Equipment Manufacturers Association

1.03 MISCELLANEOUS ABBREVIATIONS

ACP	Asbestos Cement Pipe
DIP	Ductile Iron Pipe
mj	mechanical joint
PCCP	Prestressed Concrete Cylinder Pipe
pe	plain end
PVC	Polyvinyl Chloride Pipe
s	spigot
w/	with

1.04 SYMBOLS

A. Refer to Drawings for symbols used on the Contract Drawings.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01450

TESTING LABORATORY SERVICES FURNISHED BY CONTRACTOR

PART 1 – GENERAL

1.01 DESCRIPTION

A. CONTRACTOR shall employ and pay for an independent testing laboratory to perform the specified services. Laboratory selected shall be subject to approval by the ENGINEER.

B. Inspection, sampling and testing shall be as specified in the Technical Sections and shall include, but not be limited to, ambient air quality monitoring, hazardous material testing on spent blast material, chlorine residual sampling, and bacteriological and VOC testing prior to placing tanks into service.

1.02 QUALIFICATIONS OF LABORATORY

A. Where applicable, meet "Recommended Requirements for Independent Laboratory Qualification", latest edition, published by American Council of Independent Laboratories and the basic requirements of ASTM E329, Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

B. The laboratory shall be certified by New York State for testing potable water. A NYS ELAP number shall be referenced on all test results.

C. Submit copies of ELAP certificates for all potable water testing.

D. Submit copy of report of inspection of facilities made by Materials Reference Laboratory of National Bureau of Standards during most recent tour of inspection; with memorandum of remedies of any deficiencies reported by inspection.

E. Testing Equipment:
   1. Calibrated at maximum 12 month intervals by devices of accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants.
   2. Submit copy of certificate of calibration, made by accredited calibration agency.

1.03 LABORATORY DUTIES

A. Cooperate with ENGINEER and provide qualified personnel promptly on notice.

B. Perform specified inspections, sampling and testing of materials and methods of construction; comply with applicable standards; ascertain compliance with requirements of Contract Documents.

C. Promptly notify ENGINEER and CONTRACTOR of irregularities or deficiencies of Work, which are observed during performance of services.

D. Promptly submit 5 copies of reports of inspections and tests to ENGINEER including:
1. Date issued.
2. Project title and number.
3. Testing laboratory name and address.
4. Name and signature of inspector.
5. Date of inspection or sampling.
6. Record of temperature and weather.
7. Date of test.
8. Identification of product and Specification Section.
9. Location in Project.
10. Type of inspection or test.
11. Results of tests and observations regarding compliance with Contract Documents.

E. Perform additional tests and services as required to assure compliance with the Contract Documents.

1.04 CONTRACTOR'S COORDINATION WITH LABORATORY

A. Cooperate with laboratory personnel; provide access to Work and to manufacturer's operations.

B. Provide to laboratory, representative samples of materials to be tested, in required quantities.

C. Furnish labor and facilities:
1. To provide access to Work to be tested.
2. To obtain and handle samples at the site.
3. To facilitate inspections and tests.
4. For laboratory's exclusive use for storage and curing of test samples.
5. Forms for preparing concrete test beams and cylinders.

D. Notify laboratory and ENGINEER sufficiently in advance of operations to allow for assignment of personnel and scheduling of tests.

E. Arrange with laboratory and pay for, additional samples and tests required for CONTRACTOR'S convenience.

1.05 PRODUCT TEST REPORTS

A. Furnish copies of product test reports where required by the Specifications or requested by ENGINEER.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01520

TEMPORARY CONSTRUCTION FACILITIES

PART 1 - GENERAL

1.01 DESCRIPTION

A. CONTRACTOR shall be responsible for all temporary construction facilities required for the Work. CONTRACTOR shall make all arrangements with utility service companies for temporary services and shall pay all costs associated therewith.

B. Temporary construction facilities include:
1. Water.
2. Electricity and Lighting.
3. Telephone.
4. Heat, Weather Protection and Ventilation.
5. Fire Protection.
6. Sanitary and First Aid Facilities.

C. CONTRACTOR shall abide by all rules and regulations of the utility service company, OWNER or authority having jurisdiction. CONTRACTOR shall coordinate and schedule all utilization and tie-in work of existing electric, lighting and water service and shall provide OWNER and ENGINEER written notice at least 48 hours before utilizing existing electric, lighting and water service. CONTRACTOR shall carry out all operations to avoid interference with operations of the existing facilities.

D. Sufficient temporary heat and ventilation shall be provided to assure safe working conditions and that no damage will occur to any of the Work.

E. Provide all materials, equipment and power required for temporary electricity and lighting. Include continuous power for construction site offices. Provide all outlets with circuit breaker protection and comply with ground fault protection requirements of NEC. Provide minimum of one 300 watt lamp each 20 feet in work areas.

F. Suitably enclosed chemical or self-contained toilets shall be provided for the use of the men employed on the Work. Toilets shall be located near the Work site and secluded from observation insofar as possible. Toilets shall be serviced at regular intervals, kept clean and supplied throughout the course of the Work.

G. CONTRACTOR shall furnish and maintain a safe drinking water supply readily available to all workers.

H. CONTRACTOR shall be responsible for all utility service costs if constructing a building or facility until the Work is substantially complete. Included are all fuel, power, light, heat and other utility services necessary for execution, completion, testing, and initial operation of the Work.

I. CONTRACTOR shall:
   1. Comply with applicable requirements specified in the Technical Specifications.
   2. Maintain and operate systems to assure continuous service.
   3. Modify and extend systems as Work progress requires.
   4. Completely remove temporary materials and equipment when their use is no longer required.
   5. Clean and repair damage caused by temporary installations or use of temporary facilities.
   6. Restore existing facilities used for temporary services to specified or to original condition.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01523

EMERGENCY TELEPHONE NUMBERS

PART 1 - GENERAL

1.01 EMERGENCY TELEPHONE NUMBERS

A. The CONTRACTOR shall, at the CONTRACTOR'S expense, furnish to the ENGINEER an emergency phone number list for 24-hour contact during the construction period. Include numbers for office phones, pagers, and cellular phones, as applicable.

B. The list should include, but not be limited to:
1. CONTRACTOR'S office representative,
2. CONTRACTOR'S field superintendent,
3. CONTRACTOR'S foreman,
4. OWNER'S main office,
5. OWNER'S 24 hour emergency number,
6. The Authority's main office,
7. The Authority's 24-hour emergency number,
8. PROJECT ENGINEER,
9. PROJECT INSPECTOR,
10. Utility companies such as gas, water, sewer, oil, telephone, cable, TV, etc.,
11. Highway Departments,
12. Cell Phone Provider tenants and their contractor(s), as applicable.
13. Other involved agencies.

C. CONTRACTOR shall add names and numbers given to him by ENGINEER and resubmit to ENGINEER as requested.

D. Emergency phone list must be submitted and considered acceptable to ENGINEER prior to the start of construction.

E. Phone list must be neatly typed or word processed and submitted on 8-$^1/_2$ x 11 inch paper.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01550

ACCESS ROAD AND PARKING AREAS

PART 1 - GENERAL

1.01 DESCRIPTION

A. CONTRACTOR shall provide temporary construction roads, walks, parking areas, and appurtenances required during the Project for use by CONTRACTOR, OWNER'S operations, other contractors working on the Project, and emergency vehicles. Temporary roads and parking areas shall be designed and maintained by CONTRACTOR and be fully usable in all weather conditions.

B. Use of Existing Access Roads:
   1. CONTRACTOR will be allowed to use OWNER'S existing roads upon obtaining OWNER'S written permission.
   2. Prevent interference with traffic on existing roads and parking areas. At all times, keep access roads and entrances serving the Site clear and available to OWNER, OWNER'S employees, emergency vehicles, and other contractors. Do not use these areas for parking or storage of materials.
   3. CONTRACTOR shall indemnify and hold harmless OWNER from expenses caused by CONTRACTOR'S operations over existing roads and parking areas.
   4. Schedule deliveries to minimize use of driveways and entrances.

1.02 TEMPORARY ROADS AND PARKING AREAS

A. Temporary Roads and Parking in Same Areas as Permanent Pavement: Construct temporary roads and parking areas adequate to support construction loads and to withstand exposure to traffic during the Project. Locate temporary roads and parking areas in same location as permanent roads and parking areas. Extend temporary roads and parking areas, within construction limits indicated or agreed to with Owner, as required for construction operations.
   1. Coordinate elevations of temporary roads and parking areas with permanent roads and parking areas.
   2. Prepare subgrade, subbase, and base for temporary roads and parking areas per approved submittal. Where required by subgrade conditions and construction loads and traffic, provide geotextile or geogrid on compacted subgrade for subbase support and separation of subbase and subgrade materials.
   3. Re-condition granular subbase of temporary roads and parking, including removing and properly disposing of contaminated material. Re-grading, proof rolling, compacting, and testing.

4. Delay installation of final courses of permanent bituminous pavement until road will not be subject to further heavy construction traffic. Repair damage to bituminous base course of pavement before installing permanent top courses.

1.03 TRAFFIC CONTROLS

A. Provide temporary traffic controls at intersections of temporary roads with public roads, and intersections of temporary roads with permanent access roads at the Site. Provide warning signs on permanent roads and drives, and provide "STOP" signs for traffic on temporary roads at entrances onto permanent pavement. Comply with requirements of authorities having jurisdiction.

1.04 CONTRACTOR PARKING

A. CONTRACTOR employee vehicles shall be parked in an area specifically designated by OWNER, per Section 01561, Security.

B. Construction vehicles and equipment shall be parked in work areas off of permanent roads and parking areas, in areas of the Site designated for CONTRACTOR staging.

1.05 MAINTENANCE OF ROADS

A. General:
   1. CONTRACTOR shall maintain temporary roads and parking to continuously provide at the Site access for construction vehicles and trucks, OWNER vehicles, deliveries for OWNER, emergency vehicles, and parking areas for OWNER'S personnel.
   2. Public roads shall be passable at all times unless a road closure is allowed in writing by authority having jurisdiction.
   3. When temporary roads and parking without hard surfacing become contaminated with soil and create a nuisance, remove contaminated material and replace with clean aggregate as required.
   4. Provide snow and ice removal for temporary roads and parking areas.

B. Clean paved roads and parking areas over which CONTRACTOR'S vehicles travel. Cleaning shall be done a minimum of 2 times per week or more frequently as directed by ENGINEER, and shall be by mechanical sweeper. Roads to be cleaned include:

   1. Roads within limits of the Project.
   2. Permanent roads at Site from Site entrance to work areas and construction parking and staging areas.

3. Public roads that require sweeping and cleaning due to CONTRACTOR'S operations.

C. Dust resulting from CONTRACTOR'S activities shall be controlled by CONTRACTOR to prevent damage to OWNERS equipment and nuisances at Site and nearby areas. Apply water or use other methods subject to ENGINEER'S acceptance that will minimize airborne dust. Do not use water when water will cause hazardous or objectionable conditions such as ice, mud, ponds, and pollution.

D. Provide temporary, heavy-duty steel roadway plates to protect existing manholes, valve boxes, vaults, and similar buried facilities.

1.06 REMOVALS AND RESTORATION

A. Removals:
1. Remove temporary roads, walks, and parking areas that are not intended for, or acceptable for, integration into permanent pavement. Return areas of temporary roads, walks, and parking to pre-construction condition unless otherwise required by the Contract Documents. Remove temporary gates, fencing, and traffic controls associated with temporary roads and parking areas.
2. Where areas of temporary roads and parking will be permanently landscaped, remove pavement, aggregate, soil and other material that does not comply with requirements for fill or subsoil and landscaping. Remove and properly dispose of materials contaminated with oil, bitumen, and other petrochemical compounds, and other substances that might impair growth of plants and lawns.

B. Restoration:
1. Repair or replace paving, curbs, gutters, and sidewalks affected by temporary roads and parking, and restore to required conditions, per authorities having jurisdiction.
2. Restore to pre-construction conditions existing roads, walks, and parking areas damaged by CONTRACTOR, subject to approval of owner roads, walks, and parking areas.

PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01561

SECURITY

PART 1 - GENERAL

1.01 DESCRIPTION

A. CONTRACTOR shall safely guard all Work, materials, equipment and property from loss, theft, damage and vandalism. CONTRACTOR'S duty to safely guard property shall include the OWNER'S property and other private property from injury or loss in connection with the performance of the Contract.

B. He shall employ watchmen as needed to provide the required security and prevent unauthorized entry.

C. CONTRACTOR may make no claim against the OWNER for damage resulting from trespass.

D. Party responsible for security shall make good all damage to property of OWNER and others arising from failure to provide adequate security.

E. If existing fencing or barriers are breached or removed for purposes of construction, CONTRACTOR shall provide and maintain temporary security fencing equal to the existing in a manner satisfactory to the ENGINEER and OWNER.

F. Security measures taken by the CONTRACTOR shall be at least equal to those usually provided by OWNER to protect his existing facilities during normal operation.

G. Maintain security program throughout construction until OWNER'S acceptance and occupancy precludes need for CONTRACTOR'S security program.

1.02 CONTRACTOR'S SITE ACCESS AND SECURITY PROCEDURES

A. Conform to requirements of Section 01550, Access Roads and Parking Areas.

B. Conform to OWNER'S security procedures and access restrictions at Site throughout entire Project. CONTRACTOR, including Subcontractors and Suppliers, shall comply with the following:

1. Personnel Identification: All CONTRACTOR personnel shall wear at all times on-site a badge bearing CONTRACTOR'S name, employee's name and, as applicable, employee number.

2. Vehicle Identification: While on-site, all CONTRACTOR vehicles, including employee, shall display vehicle identification tag in a clearly visible location on the dashboard. Vehicle tag shall be issued by the CONTRACTOR. Vehicle tag shall include the following information: Site name, CONTRACTOR name, contract number, vehicle license plate number and state of issue, name and employer of vehicle owner, and vehicle owner contact telephone number.

3. Parking: Do not park outside of designated CONTRACTOR parking area, as agreed to with the Owner. Prepare and maintain parking area as required. Personal vehicles are not allowed outside CONTRACTOR parking area.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01562

PROTECTION OF THE WORK AND PROPERTY

PART 1 - GENERAL

1.01 DESCRIPTION

A. CONTRACTOR shall be responsible for taking all precautions, providing all programs, and taking all actions necessary to protect the Work and all public and private property and facilities from damage as specified in the General Conditions and herein.

B. In order to prevent damage, injury or loss, CONTRACTOR'S actions shall include, but not be limited to, the following:

1. Store apparatus, materials, supplies, and equipment in an orderly, safe manner that will not unduly interfere with the progress of the Work or the Work of any other contractor or utility service company.
2. Provide suitable storage facilities for all materials which are subject to injury by exposure to weather, theft, breakage, or otherwise.
3. Place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work.
4. Clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the Work shall present a safe, orderly and workmanlike appearance.
5. Provide barricades and guard rails around openings, for scaffolding, for temporary stairs and ramps, around excavations, elevated walkways and other hazardous areas.

C. CONTRACTOR shall not, except after written consent from proper parties, enter or occupy privately-owned land with men, tools, materials or equipment, except on easements provided herein.

D. CONTRACTOR shall assume full responsibility for the preservation of all public and private property or facility on or adjacent to the site. If any direct or indirect damage is done by or on account of any act, omission, neglect or misconduct in the execution of the Work by the CONTRACTOR, it shall be restored by the CONTRACTOR, at his expense, to a condition equal to that existing before the damage was done

1.02 BARRICADES AND WARNING SIGNALS

A. Where Work is performed on or adjacent to any roadway, right-of- way, or public place, CONTRACTOR shall provide barricades, fences, lights, warning signs, danger signals, watchmen, and shall take other precautionary measures for the

protection of persons or property and of the Work. Barricades shall be painted to be visible at night. From sunset to sunrise, CONTRACTOR shall furnish and maintain at least one light at each barricade. Sufficient barricades shall be erected to keep vehicles from being driven on or into Work under construction. CONTRACTOR shall furnish watchmen in sufficient numbers to protect the Work. CONTRACTOR'S responsibility for the maintenance of barricades, signs, lights, and for providing watchmen shall continue until the Project is accepted by OWNER.

1.03 TREE AND PLANT PROTECTION

A. CONTRACTOR shall protect existing trees, shrubs and plants on or adjacent to the site that are shown or designated to remain in place against unnecessary cutting, breaking or skinning of trunk, branches, bark or roots.

B. Materials or equipment shall not be stored or parked within the drip line.

C. Temporary fences or barricades shall be installed to protect trees and plants in areas subject to traffic.

D. Fires shall not be permitted under or adjacent to trees and plants.

E. Within the limits of the work, water trees and plants that are to remain, in order to maintain their health during construction operations.

F. Cover all exposed roots with burlap that shall be kept continuously wet. Cover all exposed roots with earth as soon as possible. Protect root systems from mechanical damage and damage by erosion, flooding, run-off or noxious materials in solution.

G. If branches or trunks are damaged, prune branches immediately and protect the cut or damaged areas with a nursery product specifically for horticultural use in a manner approved by the ENGINEER.

H. All damaged trees and plants that die or suffer permanent injury shall be removed when ordered by the ENGINEER and replaced by a specimen of equal or better quality.

1.04 PROTECTION OF EXISTING STRUCTURES

A. Underground Structures:

1. Underground structures are defined to include, but not be limited to, all sewer, water, gas, and other piping, and manholes, chambers, electrical conduits, tunnels and other existing subsurface work located within or adjacent to the limits of the Work.

2. All underground structures known to ENGINEER except water, sewer, electric, and telephone service connections are shown. This information is shown for the assistance of CONTRACTOR in accordance with the best information available, but is not guaranteed to be correct or complete.
3. CONTRACTOR shall explore ahead of his trenching and excavation Work and shall uncover all obstructing underground structures sufficiently to determine their location, to prevent damage to them and to prevent interruption to the services which such structures provide. If CONTRACTOR damages an underground structure, he shall restore it to original condition at his expense.
4. Necessary changes in the location of the Work may be made by ENGINEER, to avoid unanticipated underground structures.
5. If permanent relocation of an underground structure or other subsurface facility is required and is not otherwise provided for in the Contract Documents, ENGINEER will direct CONTRACTOR in writing to perform the Work, which shall be paid for under the provisions of Article 11 of the General Conditions.

B. Surface Structures:
1. Surface structures are defined as all existing buildings, structures and other facilities above the ground surface. Included with such structures are their foundations or any extension below the surface. Surface structures include, but are not limited to, buildings, tanks, walls, bridges, roads, dams, channels, open drainage, piping, poles, wires, cables, posts, signs, markers, curbs, walks and all other facilities that are visible above the ground surface.

C. Protection of Underground and Surface Structures:
1. CONTRACTOR shall sustain in their places and protect from direct or indirect injury all underground and surface structures located within or adjacent to the limits of the Work. Such sustaining and supporting shall be done carefully and as required by the party owning or controlling such structure. Before proceeding with the work of sustaining and supporting such structure, CONTRACTOR shall satisfy the ENGINEER that the methods and procedures to be used have been approved by the party owning same.
2. CONTRACTOR shall assume all risks attending the presence or proximity of all underground and surface structures within or adjacent to the limits of the Work. CONTRACTOR shall be responsible for all damage and expense for direct or indirect injury caused by his Work to any structure. CONTRACTOR shall repair immediately all damage caused by his work, to the satisfaction of the owner of the damaged structure.

D. All other existing surface facilities, including but not limited to, guard rails, posts, guard cables, signs, poles, markers, and curbs which are temporarily removed to

facilitate installation of the Work shall be replaced and restored to their original condition at CONTRACTOR'S expense.

1.05 PROTECTION OF FLOORS, ROOFS, AND CEILINGS

A. CONTRACTOR shall protect floors, roofs and ceilings during the entire construction period.

B. Proper protective covering shall be used when moving heavy equipment, handling materials or other loads, when painting, handling mortar and grout and when cleaning walls and ceilings.

C. Use metal pans to collect all oil and cuttings from pipe, conduit, or rod threading machines and under all metal cutting machines.

D. Roofs and ceilings shall not be loaded without written permission of the ENGINEER.

1.05 PROTECTION OF INSTALLED PRODUCTS AND LANDSCAPING

A. Provide protection of installed products to prevent damage from subsequent operations. Remove protection facilities when no longer needed, prior to completion of Work.

B. Control traffic to prevent damage to equipment, materials and surfaces.

C. Provide coverings to protect equipment and materials from damage.
   1. Cover projections, wall corners, and jambs, sills and soffits of openings, in areas used for traffic and for passage of products in subsequent work.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01563

TEMPORARY CONTROLS

PART1 - GENERAL

1.01 DESCRIPTION

A. Provide and maintain methods, equipment, and temporary construction, as necessary to provide controls over environmental conditions at the construction site and adjacent areas. Remove physical evidence of temporary facilities at completion of Work.

1.02 NOISE CONTROL

A. CONTRACTOR'S vehicles and equipment shall be such as to minimize noise to the greatest degree practicable. Noise levels shall conform to the latest OSHA standards and in no case will noise levels be permitted which interfere with the work of the OWNER or others.

1.03 DUST CONTROL

A. CONTRACTOR shall be responsible for controlling objectionable dust caused by his operation of vehicles and equipment, clearing or for any reason whatever. CONTRACTOR shall apply water or use other methods subject to the ENGINEER'S approval which will keep dust in the air to a minimum.

1.04 PEST AND RODENT CONTROL

A. Provide rodent and pest control as necessary to prevent infestation of construction or storage area.
   1. Employ methods and use materials which will not adversely affect conditions at the site or on adjoining properties.

1.05 WATER CONTROL

A. Provide methods to control surface water and water from excavations and structures to prevent damage to the Work, the site, or adjoining properties
   1. Control fill, grading and ditching to direct water away from excavations, pits, tunnels and other construction areas; and to direct drainage to proper runoff courses so as to prevent any erosion, damage or nuisance.

B. Provide, operate and maintain equipment and facilities of adequate size to control surface water.

C. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the site or to adjoining areas and in conformance with all environmental requirements.

1.06 POLLUTION CONTROL

A. Provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.

B. Provide equipment and personnel, perform emergency measures required to contain any spillages, and to remove contaminated soils or liquids.
   1. Excavate and dispose of any contaminated earth offsite, and replace with suitable compacted fill and topsoil.

C. Take special measures to prevent harmful substances from entering public waters.
   1. Prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams, or in sanitary or storm sewers.

D. Provide systems for control of atmospheric pollutants.
   1. Prevent toxic concentrations of chemicals.
   2. Prevent harmful dispersal of pollutants into the atmosphere.

E. All CONTRACTOR'S equipment used during construction shall conform to all current federal, state and local laws and regulations.

1.07 EROSION CONTROL

A. Plan and execute construction and earthwork by methods to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation.
   1. Hold the areas of bare soil exposed at one time to a minimum.
   2. Provide temporary control measures such as berms, dikes, and drains.

B. Construct fills and waste areas by selective placement to eliminate surface silts or clays, which will erode.

C. Periodically inspect earthwork to detect any evidence of the start of erosion, apply corrective measures as required to control erosion.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01630

SUBSTITUTIONS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Requests for review of a substitution shall conform to the requirements of the General Conditions and shall contain complete data substantiating compliance of proposed substitution with Contract Documents.

1.02 CONTRACTOR'S OPTIONS

A. For materials or equipment (hereinafter products) specified only by reference standard, select product meeting that standard, by any manufacturer, fabricator, supplier or distributor (hereinafter manufacturer). To the maximum extent possible, provide products of the same generic kind from a single source.

B. For products specified by naming several products or manufacturers, select any one of the products or manufacturers named which complies with Specifications.

C. For products specified by naming one or more products or manufacturers and stating "or equal", submit a request for a substitution for any product or manufacturer which is not specifically named.

D. For products specified by naming only one product or manufacturer and followed by words indicating that no substitution is permitted, there is no option and no substitution will be allowed.

E. Where more than one choice is available as a CONTRACTOR'S option, select product which is compatible with other products already selected or specified.

1.03 SUBSTITUTIONS

A. During a period of 30 days after date of commencement of Contract Time, ENGINEER will consider written requests from CONTRACTOR for substitution of products or manufacturers, and construction methods (if specified).
   1. After end of specified period, requests will be considered only in case of unavailability of product or other conditions beyond control of CONTRACTOR.

B. Submit 5 copies of request for substitution. Submit separate request for each substitution. In addition to requirements set forth in Article 6.05 of General Conditions, include in request the following:

1. For products or manufacturers:
   a. Product identification, including manufacturer's name and address.
   b. Manufacturer's literature with product description, performance and test data, and reference standards.
   c. Samples, if appropriate.
   d. Name and address of similar projects on which product was used, and date of installation.
2. For construction methods (if specified):
   a. Detailed description of proposed method.
   b. Drawings illustrating method.
3. Such other data as the ENGINEER may require to establish that the proposed substitution is equal to the product, manufacturer or method specified.

C. In making request for substitution, CONTRACTOR represents that:
1. CONTRACTOR has investigated proposed substitution, and determined that it is equal to or superior in all respects to the product, manufacturer or method specified.
2. CONTRACTOR will provide the same or better guarantees or warranties for proposed substitution as for product, manufacturer or method specified.
3. CONTRACTOR waives all claims for additional costs or extension of time related to proposed substitution that subsequently may become apparent.

D. A proposed substitution will not be accepted if:
1. Acceptance will require changes in the design concept or a substantial revision of the Contract Documents.
2. It will delay completion of the Work, or the work of other contractors.
3. It is indicated or implied on a Shop Drawing and is not accompanied by a formal request for substitution from CONTRACTOR.

E. If the ENGINEER determines that a proposed substitute is not equal to that specified, CONTRACTOR shall furnish the product, manufacturer or method specified at no additional cost to OWNER.

F. Approval of a substitution will not relieve CONTRACTOR from the requirement for submission of Shop Drawings as set forth in the Contract Documents.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01640

TRANSPORTATION AND HANDLING OF MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 DESCRIPTION

A. CONTRACTOR shall make all arrangements for transportation, delivery and handling of equipment and materials required for prosecution and completion of the Work. Included in CONTRACTOR'S work shall be acceptance of consignment and coordination of equipment deliveries for equipment purchased by OWNER.

B. Shipments of materials to CONTRACTOR or Subcontractors shall be delivered to the site only during regular working hours. Shipments shall be addressed and consigned to the CONTRACTOR giving name of Project, street number and city. Shipments shall not be delivered to OWNER except where otherwise directed.

C. If necessary to move stored materials and equipment during construction, CONTRACTOR shall move or cause to be moved materials and equipment without any additional compensation.

1.02 DELIVERY

A. Arrange deliveries of products in accordance with construction schedules and in ample time to facilitate inspection prior to installation.

B. Coordinate deliveries to avoid conflict with Work and conditions at site and to accommodate the following:
1. Work of other contractors, or OWNER.
2. Limitations of storage space.
3. Availability of equipment and personnel for handling products.
4. OWNER'S use of premises.
5. Work under other construction projects on OWNER'S site.

C. Do not have products delivered to project site until related Shop Drawings have been approved by the ENGINEER.

D. Do not have products delivered to site until required storage facilities have been provided.

E. Have products delivered to site in manufacturer's original, unopened, labeled containers. Keep ENGINEER informed of delivery of all equipment to be incorporated in the Work.

F. Partial deliveries of component parts of equipment shall be clearly marked to identify the equipment, to permit easy accumulation of parts and to facilitate assembly.

G. Immediately on delivery, inspect shipment to assure:
   1. Product complies with requirements of Contract Documents and reviewed submittals.
   2. Quantities are correct.
   3. Containers and packages are intact, labels are legible.
   4. Products are properly protected and undamaged.

1.03 PRODUCT HANDLING

A. Provide equipment and personnel necessary to handle products by methods to prevent soiling or damage to products or packaging.

B. Provide additional protection during handling as necessary to prevent scraping, marring or otherwise damaging products or surrounding surfaces.

C. Handle products by methods to prevent bending or overstressing.

D. Lift heavy components only at designated lifting points.

E. Materials and equipment shall at all times be handled in a safe manner and as recommended by manufacturer or supplier so that no damage will occur to them. Do not drop, roll or skid products off delivery vehicles. Hand carry or use suitable materials handling equipment.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01660

STORAGE OF MATERIAL

PART 1 - GENERAL

1.01 DESCRIPTION

A. Store and protect materials in accordance with manufacturer's recommendations and requirements of Specifications.

B. CONTRACTOR shall make all arrangements and provisions necessary for the storage of materials and equipment. All excavated materials, construction equipment, and materials and equipment to be incorporated into the Work shall be placed so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the Work. Materials and equipment shall be kept neatly and compactly stored in locations that will cause a minimum of inconvenience to other contractors, public travel, adjoining owners, tenants and occupants. Arrange storage in a manner to provide easy access for inspection.

C. CONTRACTOR shall be consigned responsibility for scheduling, coordination of delivery and manufacturer's representatives' services, on-site storage, and handling of equipment items purchased directly by OWNER for this project. CONTRACTOR shall make provisions for temporary storage, if required, and all handling of said equipment items.

D. Areas available on the construction site for storage of material and equipment shall be as shown or approved by the ENGINEER.

E. Materials and equipment which are to become the property of the OWNER shall be stored to facilitate their inspection and insure preservation of the quality and fitness of the Work, including proper protection against damage by freezing and moisture. They shall be placed inside storage areas unless otherwise acceptable to OWNER.

F. Lawns, grass plots or other private property shall not be used for storage purposes without written permission of the property owner or other person in possession or control of such remises.

G. CONTRACTOR shall be fully responsible for loss or damage to stored materials and equipment.

H. Do not open manufacturers' containers until time of installation unless recommended by the manufacturer or otherwise specified.

I. Do not store products in the structures being constructed unless approved in writing by the ENGINEER.

1.02 UNCOVERED STORAGE

A. The following types of materials may be stored out-of-doors without cover:
   1. Reinforcing steel.
   2. Precast concrete items.
   3. Masonry block and brick.
   4. Castings.
   5. Manholes and exterior buried pipe.

B. Store the above materials on wood blocking so there is no contact with the ground.

1.03 COVERED STORAGE

A. The following types of materials may be stored out-of-doors if covered with material impervious to water:
   1. Rough lumber.
   2. Piping.
   3. Coating materials (see section 09900 for additional requirements relative to storage of materials).
   4. Abrasive blasting materials (see section 09900 for additional requirements related to storage of materials).

B. Tie down covers with rope and slope to prevent accumulation of water on covers.

C. Store materials on wood blocking.

1.04 FULLY PROTECTED STORAGE

A. Store all products not named above in buildings or trailers which have a concrete or wooden floor, a roof, and fully closed walls on all sides.

B. Provide heated storage space for materials which would be damaged by freezing.

C. Protect mechanical and electrical equipment from being contaminated by dust, dirt and moisture.

D. Maintain humidity at levels recommended by manufacturers for electrical and electronic equipment.

1.05 MAINTENANCE OF STORAGE

A. Maintain periodic system of inspection of stored products on scheduled basis to assure that:
   1. State of storage facilities is adequate to provide required conditions.
   2. Required environmental conditions are maintained on continuing basis.
   3. Products exposed to elements are not adversely affected.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01730

INSTALLATION DATA

PART 1 - GENERAL

1.01 DESCRIPTION

A. Installation data is defined as written instruction; drawings; illustrative, wiring and schematic diagrams; diagrams identifying external connections, terminal block numbers and internal wiring; and all other such information pertaining to the location of materials and equipment that is not furnished with Shop Drawings. Included are all printed manufacturers installation instructions, including those that may be attached to equipment and for which review by the ENGINEER is not required.

1.02 SUBMITTAL

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

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 09900

PAINTING

PART 1 - GENERAL

1.01 DESCRIPTION

A. The CONTRACTOR shall furnish all labor, materials, equipment, and incidentals necessary to clean and recoat the existing water storage tank and all structural supports, repairs, improvements, and modifications as necessary as described in these specifications.

B. The extent of painting work is specified herein.

C. The Work includes surface preparation, painting, and finishing of surfaces as described in these specifications and Contract documents.

D. The term "paint" as used herein means all coating system materials, which includes pre-treatments, primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.

E. Interior wet surfaces shall be defined herein as all surfaces inside the tank or tank bowl including inlet, outlet, and overflow piping. Interior dry surfaces shall be defined herein as the interior of the pedestal, all structural surfaces inside the column, the underside of the bowl of the tank, the interior (dry portion) of the access tube, the upper platform, painter's manhole platform, ladders, piping and scaffold rings. Exterior surfaces shall be defined herein as the exterior of the bowl and pedestal and/or exterior of the shell and roof.

F. If the ENGINEER finds that the CONTRACTOR will not meet the completion date as specified, the OWNER may decide to put the tank back into service prior to completion, but not before the completion deadline set forth in the Contract. If the tank is put back into service prior to completion, the CONTRACTOR'S responsibility includes, but is not limited to, the following:

1. All bare metal surfaces must be at least primed, including proper cure, before tank is put into service.
2. Disinfection and testing must be completed before the tank is put into service.
3. Any costs associated with redraining and cleaning the tank when work can be resumed.
4. All work necessary to complete the tank according to the recommendations of the paint manufacturer and as satisfactory to the ENGINEER, which may include, but not be necessarily limited to, rework of areas damaged as a result of delay in completion.

5. All costs associated with redisinfecting and retesting before the tank is put back into service the second time, or subsequent times.

G. The CONTRACTOR shall make necessary arrangements with the ENGINEER for taking the tanks out of service and returning them into service. The ENGINEER shall be given at least two (2) weeks advance notice for taking each tank out of service and returning it into service. The CONTRACTOR will not be allowed to have the tanks out of service outside of the dates indicated in Paragraph 3.02 of the Agreement. Other work not requiring the tank to be empty will be allowed.

H. The CONTRACTOR shall be prepared to begin work within two (2) days after tank has been drained. If this requirement is not met, the OWNER reserves the right to have the tank refilled and drained at the CONTRACTOR'S expense.

I. The CONTRACTOR is responsible for initial tank cleaning including removal and proper disposal of any debris, ice, etc.

J. Coordination

1. Review installation procedures under other Sections and coordinate the installation of items that must be field painted in this Section.
2. Provide finish coats which are compatible with prime paint used. Furnish information on the characteristics of the finish materials proposed to be used, to ensure that compatible coats are used.

K. Painting not included

The following categories of Work are not included as part of the field-applied finish Work, or are included in other Sections of these Specifications or in other contracts.

1. Initial surface preparation prior to Shop Priming: Unless otherwise specified, surface preparation for shop priming of structural metal, miscellaneous metal fabrications and other metal items are included under the appropriate Sections of this Specification.
2. Pre-Finished Items: Unless otherwise shown or specified, do not include painting when factory finishing such as baked-on enamel, porcelain, polyvinylfloride or other similar finish is specified for such items. CONTRACTOR shall be required to touch up factory finished items with paint supplied by the item manufacturer. CONTRACTOR shall field paint damaged pre-finished items as directed by the ENGINEER.
3. Finished Metal Surfaces: Metal surfaces of anodized aluminum, stainless steel, chromium plate, and similar finished materials will not require finish painting, unless shown or specified.

L. Related Work Specified Elsewhere:

1. Section 13200 - Concrete Tank Repair
2. Section 13210 - Steel Storage Tank Repair

1.02 QUALITY ASSURANCE

A. Acceptable Paint Manufacturers

1. Tnemec Company, Inc.
2. Carboline Company
3. Sherwin-Williams Company, Protective & Marine Coatings

B. Reference Standards

1. OSHA 1910.144, Safety Color Code for Marking Physical Hazards.
2. SSPC Volume 2, Systems and Specifications, Surface Preparation Guide and Paint Application Specifications.
3. SSPC, Visual Standards for Abrasive Blast Cleaned Steel (SSPC-VIS1-89) and Visual Standards for Power and Hand Tool Cleaned Steel (SSPC-VIS3-93).
4. D102 AWWA Standard for Painting Steel Water Tanks, latest revision.
5. National Sanitation Foundation List of Approval of Paints, Lining and Coatings for Portable Water Storage Tanks. NSF/ANSI Standard 61, Drinking Water System Components - Health Effects.
6. SSPC Paint Application Specification SSPC-PA1, latest revision for "Shop Field and Maintenance Painting".
7. Recommended Standards for Water Works (Ten State Standards), latest revision, Recommended Color Scheme for Piping.

C. All preparation and coating work shall be carried out to the requirements of the coating manufacturer. The CONTRACTOR shall become familiar with the exact requirements of the manufacturer of the protective coatings before submitting a bid.

D. The CONTRACTOR shall have in its employ for this project an on-site foreman whom shall be experienced in the surface preparation and application of the types of coatings and substrates included in this contract on a minimum of five (5) tanks of similar capacities.

E. A representative of the coating manufacturer will be required to visit the site of the work several times during progress of the work. At a minimum, site visits must be made during the blast cleaning, between each coat of paint and prior to filling the tank, which shall include a check for proper cure. To check for proper cure, the coating manufacturer's representative shall do a standard rub test and any other tests deemed necessary, in the presence of the ENGINEER.

F. Within two (2) days after each site visit, the coating manufacturer's representative shall submit a written report with recommendations to the CONTRACTOR based on observations made, measurements taken, and tests performed during the site visit. A copy of this report must be sent to the ENGINEER. In the report, the representative of the coating manufacturer must certify that, based on measurements taken, tests performed and observations made during the site visit, the work is being performed in accordance with the paint manufacturer's recommendations.

G. All primers, intermediate coatings, and accelerators shall be products of the same manufacturer as the finish coatings. The interior and exterior coatings shall be products of the same manufacturer. It is preferred that the pit filler/seam sealer is also produced by the same manufacturer as the finish coatings. However, if it is necessary to use a pit filler/seam sealer from a different manufacturer, such substitution shall be subject to approval of the ENGINEER. The manufacturer of the finish coatings shall guarantee the pit filler/seam sealer and guarantee the integrity/compatibility of the pit filler/seam sealer with their coatings.

1.03 SUBMITTALS

A. Samples

1. Submit for approval paint samples for ENGINEER's review of color and texture only. Compliance with all other requirements is the exclusive responsibility of the CONTRACTOR. Provide a listing of the material and application for each coat of each finish sample. See also Section 2.05 Colors and Finishes.
2. The color of the finish coat shall be selected by the OWNER from color sample charts to be provided by the CONTRACTOR. After selection of the color by OWNER, the CONTRACTOR shall provide a minimum of three (3) samples of the color approximation on 2" x 2" sheet metal plates. This shall be done until a final color sample has been selected and approved by the OWNER. Samples shall be painted in accordance with this Section of the Specifications.

B. Shop Drawings

1. Prior to obtaining any products in relationship to this Section, the CONTRACTOR shall submit detailed shop drawings and data for approval.
2. Submit for approval copies of the paint manufacturer's technical information, including paint label analysis and application instructions for each material proposed for use.
3. Submit copies of the paint manufacturer's complete color charts for each coating system.
4. Submit written description and catalog cuts describing each type of proposed abrasive used for blasting operations.
5. Submit written description and catalog cuts describing materials used for weld striping and pit filling.
6. Prior to purchasing the paint and paint materials, the CONTRACTOR shall submit to the ENGINEER certification from the paint manufacturer stating that the quantity of each coating of each paint system to be purchased is sufficient to properly coat all surfaces. Such certification shall be based on the surface areas to be furnished by the CONTRACTOR to the paint manufacturer and the ENGINEER. The CONTRACTOR shall apply each coating at the rate and in the manner specified by the manufacturer except as may be modified herein.

7. Provide certification from paint manufacturer certifying that all coatings will not contain more than 0.06% by weight of lead (or any lead compounds) in the cured coating for each coat applied.
8. Submit a clean-up procedures plan detailing how paint and abrasive damage to property will be handled, including a process for quick removal of the paint and abrasive materials.
9. The CONTRACTOR shall submit, to the ENGINEER for review, drawings and data detailing, ventilation, storage, removal, transportation, and disposal of non-hazardous and hazardous waste.
10. If utilized, CONTRACTOR shall submit, to the ENGINEER for review, drawings and data detailing a dehumidification system and/or a heating system.

C. Upon request by the ENGINEER, the CONTRACTOR shall provide certified test reports for the proposed paint system. Test reports shall include the following:

1. Interior
   a. All Interior Coatings

      Supply certified test reports verifying product performance according to the following requirements:

      1) Abrasion
         a) Method: ASTM D4060, CS-17 Wheel, 1,000 grams load.
      2) Adhesion
         a) Method: ASTM D4541 Elcometer Adhesion.
         b) Method: ASTM D3359 Tape Test Adhesion, Method B Crosshatch adhesion
      3) Fresh Water
         a) Method: Coating system applied to SSPC-SP10 cleaned hot-rolled steel, cured 7 days prior to testing and immersed in aerated tap water at 77°F.
      4) Salt Spray
         a) Method: ASTM B117 Applied to SSPC-SP10 cleaned hot-rolled steel.

   b. Approvals

      Coating products must be approved for use in potable water by the National Sanitation Foundation Standard 61, latest revision, must be listed on their current list of approved products and all containers labeled with NSF61.

2. Exterior
   a. All Exterior Coatings

      Supply certified test reports verifying product performance according to the following requirements:

      1) Abrasion
         a) Method: ASTM D4060, CS-17 Wheel, 1,000 grams load.
      2) Adhesion

a) Method: ASTM D4541 Elcometer Adhesion.
b) Method: ASTM D3359 Tape Test Adhesion, Method B Crosshatch adhesion

3) Exterior Exposure
   a) Method: Exposed at 45°F facing ocean.
   b) Location: Atlantic Seacoast - 80 ft. fence.
4) Fresh Water (Where Applicable)
   a) Method: Coating system applied to sandblasted steel panels, cured 7 days at 77°F and immersed in tap water at 77°F.
5) Hardness
   a) Method: ASTM D3363.
6) Humidity
   a) Method: ASTM D2247.
7) Salt Spray (Fog)
   a) Method: ASTM B117.
8) Graffiti Resistance
   a) Method: Federal Test Method TT-C-550C, 4.4.5.2 and 4.4.5.3.
   b) Soil Medium: Spray Paints - acrylic, alkyd or epoxy-ester, ink pen, crayola, lipstick, markette marker allowed to dry for one (1) week.
   c) Requirement: Complete and easy removal of listed media using xylene or methyl ethyl ketone (MEK), and no dulling of the surface.

D. Other Submittals

1. If abrasive blast cleaning is used on the tank exterior, the CONTRACTOR shall submit, to the ENGINEER for review, a construction plan, drawings and data detailing coating removal operations, containment, ventilation, storage, removal and transportation of the waste.
2. The CONTRACTOR shall submit to the ENGINEER, immediately upon completion of the job, certification from the manufacturer indicating that the quantity of each coating purchased was sufficient to properly coat all surfaces. Such certification shall make reference to the square footage figures provided to the manufacturer and the ENGINEER by the CONTRACTOR.
3. The CONTRACTOR shall furnish a written guarantee on all work for a two-year period after final acceptance of all work under the Contract. The guarantee shall provide for the necessary repairs and all related expenses of the OWNER due to faulty materials and workmanship.
4. All manufacturer's guarantees, which extend beyond the CONTRACTOR'S written guarantee, shall be assigned to the OWNER upon the end of the CONTRACTOR'S written guarantee.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Deliver materials to job site in original, new and unopened packages and containers bearing manufacturer's name and label and the following information:
   1. Name or title of material.
   2. Fed. Spec. number, if applicable.
   3. Manufacturer's stock number and date of manufacture.
   4. Contents by volume, for major pigment and vehicle constituents.
   5. Expiration date of material.
   6. Thinning instructions.
   7. Mixing instructions.
   8. Application instructions.
   9. Color name and number.
   10. Material Safety Data Sheet (MSDS)/Safety Data Sheet (SDS)

B. All material shall be subject to inspection by the ENGINEER/OWNER on the job.

C. Storage of Materials
   1. Coating materials shall be properly stored in tightly sealed and labeled containers to prevent degradation of the product.
   2. Store only acceptable project materials on project site.
   3. Store in a suitable location approved by the ENGINEER. Keep area clean and accessible.
   4. Restrict storage to paint materials and related equipment.
   5. Comply with health and fire regulations including the Occupational Safety and Health Act of 1970.
   6. All coating material containers shall be properly stored for protection from freezing, moisture, outside adulteration, and vandalism.
   7. No coating shall be used which has been damaged during shipping or storage or has an expired shelf or pot life.
   8. Storage shall be in accordance with the paint manufacturer's recommendations, including MSDS provided for each product.
   9. All abrasive materials shall be properly installed on skids or in a covered container. The material shall be covered to protect abrasive from water and weather. Do not allow abrasive to rest directly in contact with ground surfaces.
   10. Refer to Section 01660 Storage of Material for additional requirements.

PART 2 - PRODUCTS

2.01 GENERAL

A. Coatings for interior wet applications must be listed by NSF International as certified for potable water contact in accordance with ANSI/NSF Std. 61. All interior coating products shall be acceptable to the New York State Department of Health. Interior wet

applications are defined as all surfaces inside the tank bowl or shell including inlet, outlet, and overflow piping.

B. All coatings utilized shall be certified "non-lead" (less than 0.06% lead by weight in the dried film) as defined in Part 1303 of the Consumer Product Safety Act.

C. Use only thinners recommended by the paint manufacturer, and use only to recommended limits. In no case shall the amount of thinner cause the paint as applied in shop or field to exceed environmental regulatory limits for volatile organic compounds (VOC).

D. The paint manufacturer's printed instructions regarding recoat intervals and all other aspects and details of handling and applying paint materials shall be strictly adhered to. No succeeding coat shall be applied prior to the minimum recoat time of the preceding coat. If the maximum recoat time is exceeded prior to application of the next coat, the CONTRACTOR shall prepare the surfaces in accordance with the paint manufacturer's recommendations prior to application of the next coat.

E. Successive coats of paint shall be tinted so as to make each coat distinguishable from each other. Painting shall be continuous and shall be accomplished in an orderly manner so as to facilitate inspection.

F. All material shall be applied smoothly and evenly, free of runs, sags, "holidays" and variations in sheen and color. Additional coats of paint shall be applied when undercoats, stains or other imperfections show through the final coat.

G. Each coat of paint shall be dried the equivalent of drying for minimum of 24 hours (unless otherwise noted) at 60 deg F and 50 percent relative humidity, or greater time if so recommended by the paint manufacturer.

H. The finish coat on the tank interior shall be permitted to cure for the minimum amount of time as recommended by the paint manufacturer for the particular environmental conditions present at time of cure before the tank is filled with water. The tank shall be well ventilated during the extent of the cure period. Longer cure times may be required to ensure that the water in the tank after filling will meet all New York State Health Department requirements. The CONTRACTOR must provide ventilation and heating, as necessary, at no additional cost to the OWNER.

2.02 SUBSTITUTIONS

A. No substitutions shall be considered that decrease the film thickness, the number of coats, the surface preparation, or the generic type of coating specified.

2.03 ABRASIVE BLAST MATERIAL

A. The abrasive shall be a grit size to produce a 1.5 mil to 2.0 mil profile (unless modified by coating manufacturer).

B. Abrasive shall be free from contaminants such as excessive fine particles, paint, heavy metals, oils, moisture, etc.

C. The abrasive for the interior and exterior surfaces shall be commercially available, non-metallic, expandable abrasive, or recyclable steel grit.

D. Steel grit shall meet the requirements of SSPC-AB3, Steel Abrasives. Submit Certification that the steel grit materials have total lead levels less than 600 ppm (<0.06%).

2.04 EPOXY SEAM SEALER AND PIT FILLER

A. Seam sealer and pit filler shall be a catalyzed epoxy, non-shrinking, trowel grade material and shall be Tnemec Series 215 Surfacing Epoxy or equal. Material must be certified by the National Sanitation Foundation in accordance with NSF Standard No. 61 for potable water contact. All containers shall be labeled with NSF61.

2.05 COLORS AND FINISHES

A. Color Pigments, Pure, non-fading, applicable types to suit the substrates and service indicated.

1. Lead based pigments shall not be permitted.
2. Colors of finish coats shall be as Specified in this Section. Colors given in this Specification may be changed by the OWNER prior to the start of the Work. CONTRACTOR shall consult with the ENGINEER to determine if any changes have been made before purchasing paint. Colors will be finalized during the shop drawing review process.
3. The colors of primer, intermediate and finish coats on exterior coating system shall be varied to ensure an even and complete coating coverage. The finish coat shall be a significantly darker pigment to prevent bleed through of the underlying coats

B. Surface treatments and finishes shall be per Sections 2.07 through 2.09 below. All substrates shall be painted whether or not indicated on the Contract Drawings, or in Schedules, unless an item is specifically scheduled as not requiring the painting system scheduled below.

2.06 SURFACE PREPARATION

A. The latest revision of the following surface preparation specifications of the Society for Protective Coatings (SSPC) shall form a part of this Specification:

1. Solvent Cleaning (SSPC-SP1): Removal of all visible oil, grease, soil, drawing and cutting compounds, and other soluble contaminants by use of solvents cleaning.
2. Hand Tool Cleaning (SSPC-SP2): Removal of loose rust, loose mill scale, loose paint, and other detrimental foreign matter to the degree specified by non-power hand tools.
3. Power Tool Cleaning (SSPC-SP3): Removal of loose rust, loose mill scale, loose paint, and other detrimental foreign matter to the degree specified by power assisted hand tools.
4. White Metal Blast Cleaning (SSPC-SP5): Blast cleaning to a white metal blast cleaned surface free of all visible oil, grease, dust, dirt, mill scale, rust, coating, oxides, corrosion products, and other foreign matter.
5. Commercial Blast Cleaning (SSPC-SP6): Blast cleaning until stains are limited to no more than 33 percent of each unit area of surface caused by stains of rust, stains of mill scale, or stains of previously applied coating.
6. Brush-Off Blast Cleaning (SSPC-SP7): Blast cleaning to remove oil, grease, dirt, dust, loose mill scale, loose rust, and loose coating to the degree specified.
7. Near White Blast Cleaning (SSPC-SP10): Blast cleaning to nearly white metal cleanliness, until stains are limited to no more than 5 percent of each unit area of surface caused by stains of rust, stains of mill scale, or stains of previously applied coating.
8. Power Tool Cleaning to Bare Metal (SSPC-SP11): Removal of loose rust, loose mill scale, and other detrimental foreign matter to the degree specified by power impact tools to create a surface profile not less than 1 mil.

B. Perform all preparation and cleaning procedures as Specified herein and in strict accordance with the paint manufacturer's instructions for each particular substrate and atmospheric condition.

2.07 PAINTING SYSTEMS

A. Tank Painting

1. All surface preparation, materials, application, and workmanship for painting of the tanks shall be in accordance with the American Water Works Association Standard for Painting Steel Water-Storage Tanks, AWWA D-102, latest edition, and the Society for Protective Coatings SSPC-PA1-82, and the paint manufacturer's recommendation.
2. All deposits of oil or grease shall be solvent cleaned in accordance with SSPC-SP1 prior to blast cleaning or painting.

2.08 INTERIOR COATINGS

A. Interior Wet: Near-White Metal Blasted Surfaces (SSPC-SP10)

Manufacturer	Primer		Stripe	
	Coating Type	Specification	Coating Type	Specification
Tnemec[1]	Aromatic Urethane, Zinc-rich	Series 94H2O	Polyamidoamine Epoxy	N140F Pota-Pox Plus
Carboline	Novolac Epoxy Phenalkamine	Phenoline 311	Polyurethane hybrid	Reactamine 760
Sherwin Williams	Moisture Cured Urethane Zinc-rich	Corothane I GalvaPac	Epoxy amine	SherPlate w/ Opti-Check OAP Technology

Manufacturer	Finish (shell and floor)		Finish (roof, structural steel)	
	Coating Type	Specification	Coating Type	Specification
Tnemec[1]	Modified Polyamine epoxy	Series FC22	Polyamidoamine Epoxy	N140F Pota-Pox Plus
Carboline	Polyurethane hybrid	Reactamine 760	Polyurethane hybrid	Reactamine 760
Sherwin Williams	Epoxy amine	SherPlate PW w/ Opti-Check OAP Technology	Epoxy amine	SherPlate w/ Opti-Check OAP Technology

Notes:

(1) For Tnemec, the Stripe Coat shall cure for 48 hour before Finish Coat of FC22 is applied.

2.09 EXTERIOR TOUCH UP COATINGS (STEEL TANKS)

A. Power Tool Cleaning to Bare Metal (SSPC-SP11)

1. Existing polyurethane topcoat

50 degree F and above						
Manufacturer	Primer		Intermediate		Finish	
	Coating Type	Specification	Coating Type	Specification	Coating Type	Specification
Tnemec	Modified Polyamidoamine Epoxy	Series 135-1243 Aluminum Chembuild	Modified Polyamidoamine Epoxy	Series 135 Chembuild	Aliphatic Acrylic Polyurethane	Series 1075 Endura-Shield II
Carboline	Phenalkamine epoxy	Carbomastic 615	Cross-linked Epoxy Polymeric Amine	Carboguard 635	Aliphatic Acrylic Polyurethane	Carbothane 134 HG
Sherwin Williams	Polyamide Epoxy	Macropoxy 646 Fast Cure	Polyamide Epoxy	Macropoxy 646 Fast Cure	Acrylic Polyurethane	Acrolon Ultra

35 degrees F - 50 degrees F						
Manufacturer	Primer		Intermediate		Finish	
	Coating Type	Specification	Coating Type	Specification	Coating Type	Specification
Tnemec[1]	Modified Aromatic Polyurethane	Series 1 Omnithane	Polyamidoamine Epoxy	Series N69F Hi-Build Epoxoline II	Aliphatic Acrylic Polyurethane	Series 1075 Endura Shield II
Carboline	Phenalkamine epoxy	Carbomastic 615	Cross-linked epoxy polymeric amine	Carboguard 635	Aliphatic Acrylic Polyurethane	Carbothane 134 HG
Sherwin Williams[2]	Moisture Cured Urethane Zinc-Rich	Corothane I GalvaPac B65G11	Polyamide Epoxy	Macropoxy 646 Fast Cure	Acrylic Polyurethane	Acrolon Ultra

Note: (1) Use 4 oz. per gallon of Tnemec Series 44-710 Urethane Accelerator
(2) Sherwin Williams Finish Coat Acrolon Ultra for 40 degrees F to 50 degrees F. Use Acrolon 218 for 35 degrees F to 40 degrees F.

2. Existing alkyd/oil based system

50 degree F and above						
Manufacturer	Primer		Intermediate		Finish	
	Coating Type	Specification	Coating Type	Specification	Coating Type	Specification
Tnemec	Modified Polyamidoamine Epoxy	Series 135-DC74 Chembuild	HDP Acrylic Polymer	Series 1029 Enduratone	HDP Acrylic Polymer	Series 1029 Enduratone
Carboline	Phenalkamine epoxy	Carbomastic 615	Cross-linked epoxy polymeric	Carboguard 635	Alkyd Enamel	Carbocoat 8215 VOC
Sherwin Williams	Polyamide Epoxy	Macropoxy 646	Acrylic Polyurethane	Acrolon Ultra	Acrylic Polyurethane	Acrolon Ultra

40 degrees F - 50 degrees F						
Manufacturer	Primer		Intermediate		Finish	
	Coating Type	Specification	Coating Type	Specification	Coating Type	Specification
Tnemec[1]	Modified Aromatic Polyurethane	Series 1 Omnithane	HDP Acrylic Polymer	Series 1029 Enduratone	HDP Acrylic Polymer	Series 1029 Enduratone
Carboline	Phenalkamine epoxy	Carbomastic 615	Cross-linked epoxy polymeric	Carboguard 635	Alkyd Enamel	Carbocoat 8215 VOC
Sherwin Williams	Polyamide Epoxy	Macropoxy 646	Acrylic Polyurethance	Acrolon Ultra	Acrylic Polyurethance	Acrolon Ultra

Note: (1) Use 4 oz. per gallon of Tnemec Series 44-710 Urethane Accelerator

2.10 EXTERIOR TOUCH UP COATINGS (CONCRETE TANK)

A. Exterior touch up coating material and execution refer to Specification Section 13200 Concrete Tank Rehabilitation.

2.11 MISCELLANEOUS PAINTING

A. See section 13200 and 13210 for paint system requirements for valve vault piping.

PART 3 - EXECUTION

3.01 INSPECTION

A. Inspections may include wet and/or dry film thickness gauging, visual surface inspection by the naked eye and/or a suitable magnifying instrument to detect runs, sags, drips, cracks or other defects in the coating system.

B. Inspections may also include any other examination of the prepared surfaces or coating system, deemed necessary by the ENGINEER, including random destructive film thickness and coating adhesion checks. If such destructive tests are deemed necessary by the ENGINEER, the damaged areas will be repaired by the CONTRACTOR at no expense to the OWNER.

C. Dry film thickness (DFT) readings, taken by the ENGINEER, of the coating are taken to provide reasonable assurance that the specified minimum DFT has been achieved using a magnetic gauge in accordance with SSPC-PA2 for all coatings applied to ferrous substrates. The NBS standard for DFT will be used to calibrate the magnetic dry film thickness gauge.

1. Number of Measurements:
   a. Make five (5) separate spot measurements spaced randomly over each 100 square foot (SF) area to be measured.
   b. Each spot measurement shall consist of an average of three (3) gauge readings next to each other no further than six (6) inches apart.
   c. For structures not exceeding 300 SF in area, each 100 SF area shall be measured.
   d. For structures not exceeding 1,000 SF in area, three 100 SF areas shall be randomly selected and measured.
   e. For structures exceeding 1,000 SF in area, the first 1,000 SF shall be measured as stated in 1.b. above and for each additional 1,000 SF of area or increment thereof, one 100 SF area shall be randomly selected and measured.

2. Specifying thickness: The average of the spot measurements for each 100 SF area must be within the specified minimum and maximum thickness. The single spot measurements are permitted to be no less than 80 % of the specified minimum thickness nor more than 120% of the specified maximum thickness. When a DFT is not covered by this specification, the DFT shall be in accordance with the material manufacturer's published instructions.

D. The CONTRACTOR shall provide all necessary inspection equipment (at the discretion of the ENGINEER), labor, rigging, lighting and other equipment to facilitate this inspection.

1. Testing equipment to be supplied at a minimum shall be a digital temperature gauge, digital DFT gauge, digital humidity/dewpoint, and a holiday tester. All holiday inspection equipment shall be in good working condition and have documentation from the manufacturer showing calibration within the last years' time.

E. The ENGINEER and CONTRACTOR shall perform holiday testing of the interior coating in accordance with NACE SP 0188-2006 Section 3. Areas to be tested shall be selected by the ENGINEER at his discretion. Coating systems less than 20 mils in dry film thickness shall be tested using the low voltage (i.e. Wet Sponge) holiday tester, after the coating has cured for at least 5 days at ambient temperatures (70°F). Coating systems greater than 20 mils dry film thickness shall be inspected using a high voltage holiday tester, with an output voltage set at 100 volts per mil of coating thickness (i.e. 30 miles @ 3000 volts) following the manufacture's recommended curing period. The output voltage for high voltage inspection shall be verified with the coating manufacturer. Locations where holidays are detected shall be marked for repair and retested after repair work has been completed.

F. As applicable, additional holiday and low film thickness detection can be employed during the interior application/inspection process per SSPC TU-11 Inspection of Fluorescent Coating System. This does not replace traditional holiday detection, it is an applicator aid.

G. Should the ENGINEER be summoned to inspect a completed phase of construction and find the work incomplete and, therefore, not ready for inspection, the CONTRACTOR shall bear the cost of inspection. It is not the intent to charge the CONTRACTOR for an inspection if discrepancies are found in the completed phase of construction, as long as the discrepancies do not necessitate additional inspection trips.

3.02 JOB CONDITIONS

A. Environmental Requirements

1. Apply paints only when the temperature of surfaces to be painted and the surrounding air temperatures are between 50 deg F and 90 deg F unless otherwise permitted by the paint manufacturer's printed instructions and approved by the ENGINEER per specific Sections in this Specification.

2. Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85 percent; or to damp or wet surfaces. Dew or moisture condensation should be anticipated and painting delayed until it can be determined with certainty that the surface will be dry during the painting operation. The temperature of the surface shall be at least 5 deg F above the dew point temperature. Painting for each day shall be completed in advance of the probable time of day when condensation will occur, in order to permit the required drying time prior to the formation of moisture. CONTRACTOR shall have wet bulb-dry bulb measuring equipment and steel temperature measuring equipment on the job site at all times. Readings shall be recorded at the beginning and end of each painting session and at intervals of two (2) hours or less.

3. Painting may be continued during inclement weather only if the areas and surfaces to be painted are enclosed and heated within the temperature limits specified by the paint manufacturer during application and drying periods.

4. Painting shall be suspended when wind velocities exceed that which will allow for a quality application of exterior coatings and/or where paint could be carried off the site.

5. Ensure that no spent blasting materials, dust, and overspray, or emissions of any kind travel off the site to avoid contamination of the adjacent buildings and areas. The ground under and adjacent to the tank shall be protected from dust, debris, removed materials, blasting materials, etc., by the use of impervious membranes. The CONTRACTOR is responsible for all materials and systems used to contain dust, emissions, debris, removed materials, etc.

6. Adequate illumination and ventilation shall be provided in all areas where painting operations are in progress. Forced air ventilation shall be

supplied to the tank interior for a continuous period until at least 48 hours after the final coat has been applied. Ventilation, at a minimum, shall be in accordance with AWWA Specification D102. If Supplemental heating or dehumidification is required to aid in curing of coatings, the CONTRACTOR shall furnish and operate the equipment at his cost and expense as necessary and required to assist in the curing of coatings.

7. In addition to the air monitoring requirements of the NYSDEC, EPA, and OSHA required for the Work under this project, the ENGINEER may determine that additional air monitoring is required to ensure that air quality in other parts of the structure is within acceptable levels. At the ENGINEER's request, the CONTRACTOR shall provide additional air monitoring equipment and services as necessary, and at the CONTRACTOR's expense, to verify acceptable air quality within the tank.

8. When abrasive blast cleaning is used, the CONTRACTOR shall consider all areas subject to any abrasive blast cleaning to be of SSPC Class 2A containment nature, and be subject to all health and safety standards and practices set forth by any and all federal, state, and local agencies, authorities, departments, or governing body involved.

9. Unless otherwise permitted by the ENGINEER, all paint shall be applied by roller, brush, air or airless spray. **Field applied exterior coating is to be applied with brush and roller only for exterior touch up.** When spraying is used, all welds, edges, inside corners, and structural members shall be painted first using a brush.

B. Protection

1. In addition to the facilities being furnished and installed under this Contract, the CONTRACTOR is required to adequately protect interior and exterior cell company equipment (cables, antennae, miscellaneous electrical equipment), all adjacent property, including but not limited to structures, lawns, trees and shrubs, parked and passing vehicles, etc. from damage caused by these operations.

2. Cover and protect finished Work and surfaces not being painted concurrently or not to be painted. The CONTRACTOR is liable for any drifting paint.

3.03 SURFACE PREPARATION

A. General

1. Perform preparation and cleaning procedures in compliance with coating manufacturer's instructions for particular substrate

2. Unless dehumidification is used, primer coat shall be applied the same day

as blast cleaning is completed. Any epoxy sealant pit filling and epoxy seam sealing is to be done after the primer coat has been applied. Any areas requiring welding should be protected before the prime coat is applied to prevent the application of prime coat in these areas. A final spot prime coat of welded areas will be required.

3. When applying the prime coat after blast cleaning, at the end of each day (if dehumidification is not used), a 3-inch to 4-inch border of blasted steel shall remain uncoated. When the CONTRACTOR resumes blast cleaning, this border and 1 inch to 3 inches of the previously primed surface shall be reblasted.

4. All dirt and debris is to be removed from base plates and anchor bolts prior to painting to ensure adequate paint adhesion.

5. Schedule cleaning and application so that dust and other contaminates from the cleaning process will not fall on wet, newly coated surfaces. Initial coatings shall be dry, according to manufacturer's recommendations, prior to continuation of surface preparation on adjacent areas. Care shall be taken while blasting to prevent damage to previously primed surfaces.

6. Non-Ferrous Metal Surfaces: Clean non-ferrous and galvanized surfaces in accordance with the special coating system manufacturer's instruction for type of service, metal substrate and application required.

7. Remove hardware, hardware accessories, machined surfaces, plates, lighting fixtures and similar items which are not to be coated, or provide surface-applied protection prior to surface preparation and coating operations. Remove, if necessary, for complete coating of items and adjacent surfaces. Following coating completion in each space or area, reinstall removed items, using workmen skilled in trades involved.

8. Special care should be taken to ensure that safety rails are not damaged.

9. All access to the tank interior will be through existing or proposed manholes only. No temporary openings will be allowed.

B. Blast Cleaning

1. Surface preparation shall be as specified in Section 3.06 Paint Application.

2. Blast Cleaning
   a. Surfaces shall be prepared by blast cleaning in strict accordance with the latest revision of the Society for Protective Coatings.
   b. The CONTRACTOR shall perform a test blast of an 8′ x 8′ section of the surface to be coated, witnessed by the ENGINEER and coating manufacturer to determine the adequacy of the blast

cleaning and to determine surface profile for coating application. The CONTRACTOR shall also schedule photos to be taken at the time of test blast.

c. Complete removal of all oil, grease, dirt, mill scale, rust, corrosion products, oxides, paint or other foreign matter are required. Evenly dispersed very light shadows, streaks, and discolorations caused by stains of rust, stains of mill scale, and stains of previously applied paint may remain on no more than 9% of each square inch of surface area for SSPC-SP 10 and 33% of each square inch of surface area for SSPC-SP 6.

d. Minimum standards will be determined using the SSPC visual standards, SSPC-VISI-89 and SSPC-VISI-93 or the latest edition.

e. No blast cleaning shall be allowed when the surface temperature is less than 5 deg F above the dew point, or when relative humidity exceeds 90%. Surface areas exposed to condensation or moisture prior to receiving the primer coat shall be re-blast cleaned.

f. All deposits of oil or grease shall be removed by the methods outlined by the latest revision of SSPC-SP 1 Solvent Cleaning prior to blast cleaning.

g. Blasting equipment shall be in good operating conditions as required by the manufacturer. Oil and moisture traps shall be used. These shall be frequently cleaned and the cleanliness checked using a blotter test. A clean white blotter is held, no more than 18 inches from the air supply, downstream of the oil and moisture traps. The air supply is directed at the blotter for approximately two (2) minutes. The blotter is then examined visually for signs of oil and moisture. A clean blotter at test completion means a successful passing of the test. Failure to pass the compressed air test will be justification for rejection of abrasive blasting performed that day. The ENGINEER'S discretion will be final in this determination.

h. The compressed air used for nozzle blast cleaning shall be free of detrimental amounts of condensed water and oil. Nozzle pressure should not be less than 80 PSI.

i. Nozzle Blasting shall use high quality steel grit or other abrasive materials to yield a 1.5 - 2.5 mil anchor pattern.

j. Abrasives used shall not contain materials which leave detrimental residues on the surfaces.

k. Remove all traces of grit, dust, grease and foreign matter after blast cleaning just prior to application of the prime coat.

l. Where intercoat contamination may take place, pressure washing shall be required. No coatings shall be applied over contamination that may affect performance of the system.

m. Except for areas to be welded, as outlined in Section 13210, and unless dehumidification is used as outlined in Section 3.03.G, blast-cleaned surfaces shall be primed the same day. Except for

areas to be welded, blast-cleaned surfaces shall be primed before conditions create evidence of rusting.

n. To prevent contamination of wet paint, blast cleaning shall not be performed where coatings are being applied or where drying of coated surfaces is in progress.

3. Clean-up of spent blast debris

a. The paint and cleaning debris shall be cleaned up and stored at least daily in covered leak-proof dumpsters, covered leak proof fifty-five (55) gallon drums, or other suitable containers which comply with all federal, state and local regulations. Tank interior wet, interior dry, exterior roof, and remaining exterior blast residue shall be stored separately from each other and containers must be labeled as such.

b. Any waste storage containers must be appropriately labeled and secured according to current federal, state and local regulations. Containers shall clearly indicate whether they contain interior or exterior blast residue.

c. The paint may contain hazardous levels of lead, chromium or other RCRA metals. All waste material that results from abrasive blasting and paint removal operations shall be cleaned up and collected from the floor, walls and other surfaces by vacuuming. Sweeping, shoveling or other mechanical means to remove the waste materials will not be allowed.

d. All waste storage containers must be appropriately labeled and secured according to current federal, state and local regulations. Included as part of the label should be the date the first material was placed in the container.

C. High Pressure Water Washing (Power Wash)

1. Where specified, all surfaces shall be cleaned by High Pressure Water Washing following recommended practice in SSPC-SP WJ 1-4/NACE WJ 1-4 with permissible exceptions noted in following.

2. For purposes of this specification, High Pressure Water Washing shall employ minimum nozzle pressure of 3,000 PSI and water volume of 4 gpm minimum.

3. High Pressure Water Washing shall remove from the surface being cleaned all water soluble chemical contamination, chalk, deteriorated and loose chalking paint, poorly adhering paint, loose rust and scale, dust and dirt.

4. Water used must be clean and free of silts or other contaminants that could leave a corrosive deposit on the surface being cleaned.

5. If, after approval by the ENGINEER, detergents or various other suitable

cleaning agents are used to remove oil, grease, chalk or other contamination, any residue from such agents shall be removed from the surface by flushing with clean water before applying any coating.

6. All surfaces shall be completely dry before applying any coating.

7. Additional cleaning (hand, power tool or abrasive blasting) may be specified to achieve the required degree of surface cleanliness.

8. Caution shall be exercised to prevent damage to nonmetallic surfaces. Soft wood, insulation, electrical installations, and instrumentation must be protected.

D. Ventilation and Safety Requirements

1. The CONTRACTOR shall maintain adequate and continuous explosion-proof ventilation during all surface preparation and coating operations and during all recoat and curing periods. The ventilation shall meet all current federal, state and local regulations.

2. All equipment used, including ventilation fans, shall be maintained in good working order and shall be explosion-proof and/or non-sparking.

3. The CONTRACTOR shall provide adequate explosion-proof lighting during all surface preparation and coating operations sufficient to clearly illuminate the working area without shadows.

4. All work shall be performed in a safe and orderly manner and shall comply with current OSHA standards including, but not limited to, 29 CFR 1926.62, 1910.134 and 1910.146 and standards as prescribed by the New York State Department of Labor and Industry. The CONTRACTOR shall comply with all current regulations governing confined space entry.

5. Compliance with 29 CFR 1926.62 for lead exposure includes, but is not limited to, the following:
   a. Worker and Supervisor training
   b. Development of a written compliance program
   c. Medical surveillance
   d. Providing decontamination facilities

6. Compliance with 29 CFR 1910.146 for confined space entry includes, but is not limited to, the following:
   a. Worker and Supervisor training and certification.
   b. Development of a written compliance program.

c. Emergency response procedures and training for rescue and emergency services.

7. No additional compensation for changes in the laws, standards, regulations, or the interpretation thereof shall be granted by the OWNER.

E. Testing and Disposal

1. The CONTRACTOR will be responsible for sampling and testing the paint debris and spent abrasive material to determine if it is hazardous. Testing agency must be approved by the ENGINEER and sample taken in the presence of the ENGINEER. Copies of all testing results shall be sent to the ENGINEER prior to removal of any debris from the site. Toxicity Characteristics Leaching Procedures (TCLP) tests will be performed on the appropriate number of samples to make this determination per the testing agency's recommendation.

2. Until the material is tested to determine its hazardous nature, the CONTRACTOR shall be responsible for storing and handling the paint debris and spent abrasive material as though it were hazardous. Special attention shall be given to the time of storage, amount of material stored at any one time, use of proper containers and personnel training. All of the above shall be done in strict accordance with all current federal, state and local regulations. Paint debris shall not be placed on the unprotected ground and shall be shielded adequately to prevent dispersion of the debris by wind or rain water. Any evidence of improper storage shall be cause for immediate shutdown of the project until corrective action is taken.

3. It shall be the responsibility of the CONTRACTOR to arrange for the proper transportation, treatment and disposal of the waste, consistent with the hazardous classification of the waste. Transportation, treatment and disposal shall be done in strict accordance with all current federal, state and local regulations.

4. The CONTRACTOR shall submit to the ENGINEER written confirmation that the proper transportation, treatment and disposal of the waste will be accomplished in accordance with all current federal, state and local requirements. The submittal shall include the names and EPA identification numbers of the transporter and disposal facility, if required, and the necessary notifications and certifications on shipments.

5. Signed manifests shall be returned to the ENGINEER to verify that all steps of the handling and disposal process have been completed properly.

6. The CONTRACTOR is responsible to store waste until disposal. Prior to disposal, all paperwork for disposal and transportation must be completed, reviewed and signed.

7. Any recycling of spent blast abrasive by the CONTRACTOR must be done on site, within the completion time as specified in the Contract.

F. Dehumidification

1. When specified by the inclusion of a specific bid item or required by the CONTRACTOR'S operation, a desiccant-based dehumidification system shall be provided such that the air dew point in the tank, near the metal surface, be depressed a minimum of 10 degrees Fahrenheit below the tank surface temperature within 20 minutes.

2. Any heat necessary to meet the dehumidification requirements or to comply with paint manufacturer recommendations for minimum temperatures will be supplied by the CONTRACTOR at no additional cost to the OWNER.

3. The dehumidification system shall achieve a minimum of 2.5 air changes per hour. CONTRACTOR is required to supply adequate ventilation for workers and for paint cure. The dehumidification system should be sized to dehumidify the entire tank at once, without partitions, and should take into account any dust collectors or ventilation equipment which may be used.

4. The dehumidification system shall be operated continuously, 24 hours per day, during interior surface preparation and primer, intermediate and finish coating application.

5. Primer must be applied before any evidence of rusting occurs on the blast-cleaned surface.

6. The following information regarding the dehumidification system should be submitted along with the shop drawings:
   a. Sizing calculations.
   b. Detailed site plan showing location and set-up of equipment and orientation of ducting. Dehumidification unit and generator must be located to minimize disturbance to area residents.
   c. Certification from the supplier of the dehumidification equipment that the equipment was sized and the system designed to meet the specifications, as set forth in this Contract.

7. At a minimum, the dehumidification system supplier must visit each job site at set-up to ensure that the equipment is set-up and operating as designed. Within two (2) days after each site visit, the equipment supplier shall submit a written report and recommendations to the CONTRACTOR based on observations made and measurements taken during the site visit. A copy of this report must be sent to the ENGINEER. In the report, the equipment supplier must certify that, based on observations made and measurements

taken during the site visit, the equipment is set-up and operating as designed.

8. The CONTRACTOR must ensure that the compressor(s) used for blasting has sufficient ancillary equipment to prevent moisture from being introduced into the tank interior.

9. Any permits required for operation of the dehumidification system will be the responsibility of the CONTRACTOR.

10. The dehumidification unit and the generator used to supply power for the dehumidification unit shall be equipped with noise suppression equipment to reduce noise levels to a maximum of 66 decibels at 35 feet. Insulation blankets may be required.

3.04 PIT FILLING AND SEAM SEALING

A. Any pit filling or seam sealing is to be done after the primer coat has been applied where directed by the ENGINEER. The seam sealer/pit filler shall be applied in accordance with the manufacturer's recommendations.

B. The pit filler must be applied at or above the minimum temperature specified by the manufacturer.

C. The extent of repairs for each plate section shall be identified prior to filling.

D. Care must be taken to ensure that pits to be filled are filled completely without sagging or runs. Only a smooth finish will be accepted.

E. Spot fill holes and cracks with a putty knife or pointing trowel. Apply to large surfaces with a trowel and spread uniformly with a medium hardness rubber float or trowel. Follow with a small rubber squeegee to obtain a smooth finish.

3.05 MATERIALS PREPARATION

A. Carefully mix and prepare materials in compliance with manufacturer's directions.

B. Do not mix coating materials produced by different manufacturers, unless otherwise permitted by manufacturer's instructions.

C. Maintain containers used in storage, mixing and application of paint in a clean condition, free of foreign materials and residue.

D. Stir materials before application to produce a mixture of uniform density and as required during application. Do not stir film, which may form on the surfaces, into material. Remove film and, if necessary, strain material before using.

3.06 PAINT APPLICATION

A. General

1. The CONTRACTOR shall apply each coating in accordance with this specification and the coating manufacturer's recommendation. The coating shall be applied at the specified thickness. Deficiencies in film thickness shall be corrected by the application of an additional coat(s). Where thinning is necessary, only the products of the manufacturer furnishing the coating and for the particular purpose, shall be allowed. All thinning shall be done strictly in accordance with the manufacturer's instructions and with prior notification to the ENGINEER. The coatings shall be kept thoroughly mixed during application.

2. For interior coatings, the materials may be applied by brush, roller and conventional or airless spray unless otherwise indicated. Exterior coating is to be applied with brush and roller only.

3. The CONTRACTOR shall take all necessary precautions to prevent damage to adjoining properties. The CONTRACTOR shall be responsible for any damage caused by the drifting of paint.

4. All coatings shall be applied in strict accordance with the applicable manufacturer's current printed product data sheet(s) and container labels. Coatings shall not be applied above or below the minimum/maximum surface temperatures as stated on the product data sheet(s). Coatings shall not be applied to wet or damp surfaces and shall not be applied in rain, snow, fog or mist or when the relative humidity will exceed 85%. Surface temperature must be at least 5°F. above the dew point and painting shall be delayed until such condition exists. Painting shall be completed well in advance of the probable time of day when condensation will occur and/or the surface temperature is expected to drop below the minimum listed on the applicable product data sheet(s).

5. Prior to placing the tank into service, the interior paint shall be allowed to cure according to the paint manufacturer's recommendations. However, more cure time may be needed depending on atmospheric conditions.

6. Do not apply coatings in dust or smoke laden air.

7. The CONTRACTOR shall take adequate precautions when working in the vicinity of existing above-ground utility wires near tank and, if needed, arrange for the utility company to temporarily relocate them so as not to disrupt normal service and to protect the general public.

8. If necessary, temporary fencing will be required around base of tank to prevent unauthorized people from entering the project site.

9. All coats shall be measured for the specified dry coating thickness at the end of its recommended drying period. Testing of the dry film thickness shall be in accordance with the latest revision of SSPC-PA2, Measurement of Dry Paint Thickness with Magnetic Gages.

10. Finish coats shall be uniform in color and sheen without streaks, laps, runs, sags or missed areas.

11. Care should be taken to ensure that safety rails and other materials not requiring painting are not painted.

12. All edges, corners, crevices, rivets, bolts, welds, pitted surfaces, and sharp edges shall be stripe painted with a brush. Such striping shall extend a minimum of one inch from any edge. Stripe coatings shall be applied after a full prime coat has been allowed to adequately dry for recoating. The paint for this application shall be per manufacturer's recommendation and thinned to manufacturer's recommendation.

13. The paint application for the interior and exterior shall be by one of the following alternatives, as specified in Section 1.02 Quality Assurance.

B. Alternative 1 – Tnemec Company, Inc.

1. Interior Paint Application For Wet Interior:

   a. Surface Preparation: SSPC-SP10, Near-white Metal Blast Cleaning.
   b. Prime Coat full interior: Series 94H2O zinc-rich primer, 2.5-3.5 mils DFT
   c. Stripe Coat: N140F, 2-3 mils DFT (48 hours drying time before finish coat)
   d. Intermediate Coat (roof, structural steel, rafters): N140, 4-6 mils DFT
   e. Finish coat (shell and floor): Series FC22 Epoxy, 20-25 mils DFT
   f. Finish coat (roof, structural steel, rafters) : N140, 4-6 mils DFT
   g. For shell and floor, minimum acceptable DFT to be 25 mils and maximum acceptable DFT thickness shall be 40 mils.
   h. For roof, structural steel, and rafters, minimum acceptable DFT to be 13 mils and maximum acceptable thickness shall be 20 mils.

2. Interior Paint Application For Dry Interior Spot Repair:

   a. Regular Temperature Application (Greater than 50°F)
      1) Surface Preparation: SSPC-SP11, Power Tool Cleaning to Bare Metal
      2) Prime Coat: N140 Pota-pox Plus at 4.0 to 6.0 mils DFT

3) Intermediate Coat: N140 Pota-pox Plus at 4.0 to 6.0 mils DFT
4) Finish Coat: N140 Pota-pox Plus at 4.0 to 6.0 mils DFT
5) Minimum acceptable DFT for total system to be 14.0.

b. Low Temperature Application (Between 35°F and 50°F)
1) Surface Preparation: SSPC-SP11, Power Tool Cleaning to Bare Metal
2) Prime Coat: N140F Pota-pox Plus at 4.0 to 6.0 mils DFT
3) Intermediate Coat: N140F Pota-pox Plus at 4.0 to 6.0 mils DFT
4) Finish Coat: N140F Pota-pox Plus at 4.0 to 6.0 mils DFT
5) Minimum acceptable DFT for total system to be 14.0.

3. Exterior Paint Application for existing polyurethane topcoat (Contractor to confirm existing paint system prior to exterior paint order/application)

a. Regular Temperature Application (Greater than 50°F)
1) Surface Preparation: SSPC-SP11, Power Tool Clean to Bare Metal
2) Prime Coat: Series 135-1243 Aluminum Chembuild at 4.0 to 5.0 mils DFT.
3) Intermediate Coat: Series 135 Chembuild at 4.0 to 5.0 mils DFT.
4) Finish Coat: Series 1075 Endura-Shield II at 2.0 to 3.0 mils DFT.
5) Minimum acceptable DFT for total system to be 11.0 mils over bare metal / 2.5 mils over existing coatings

b. Low Temperature Application (35°F to 50°F)
1) Surface Preparation: SSPC-SP11, Power Tool Clean to Bare Metal
2) Prime Coat: Series 1 Omnithane at 2.5 to 3.5 mils DFT. Use 4 oz. per gallon of Series 44-710 Urethane Accelerator.
3) Intermediate Coat: Series N69F Hi-Build Epoxoline II at 3.0 to 5.0 mils DFT.
4) Finish Coat: Series 1075 Endura-Shield II at 3.0 to 4.0 mils DFT. Use 4 oz. per gallon of Series 44-710 Urethane Accelerator.
5) Minimum acceptable DFT for total system to be 10.5 mils over bare metal / 2.5 mils over existing coatings

4. Exterior Paint Application for existing alkyd/oil based system (Contractor to confirm existing paint system prior to exterior paint order/application)

a. Regular Temperature Application (Greater than 50°F)
1) Surface Preparation: SSPC-SP11, Power Tool Clean to Bare Metal
2) Prime Coat: Series 135-DC74 Chembuild at 4.0 to 5.0 mils DFT.
3) Intermediate Coat: Series 1029 Enduratone at 2.0 to 3.0 mils DFT.
4) Finish Coat: Series 1029 Enduratone at 2.0 to 3.0 mils DFT.
5) Minimum acceptable DFT for total system to be 9.5 mils over bare metal / 5.0 mils over existing coatings

b. Low Temperature Application (40°F to 50°F)

1) Surface Preparation: SSPC-SP11, Power Tool Clean to Bare Metal
2) Prime Coat: Series 1 Omnithane at 2.5 to 3.5 mils DFT. Use 4 oz. per gallon of Series 44-710 Urethane Accelerator.
3) Intermediate Coat: Series 1029 Enduratone at 2.0 to 3.0 mils DFT.
4) Finish Coat: Series 1029 Enduratone at 2.0 to 3.0 mils DFT.
5) Minimum acceptable DFT for total system to be 8.0 mils over bare metal / 5.0 mils over existing coatings

D. Alternative 2 – Carboline Company, Inc.

1. Interior Paint Application For Wet Interior:

a. Surface Preparation: SSPC-SP10, Near-white Metal Blast Cleaning.
b. Prime Coat: Phenoline 311, 1-3 mils DFT at 4.0 to 6.0 mils DFT
c. Stripe Coat: Reactamine 760, 6-8 mils WFT (2-5 mins set time before finish coat)
d. Finish Coat: Reactamine 760 polyurethane hybrid, 25-30 mils DFT
e. Minimum acceptable DFT for total system to be 25 mils (26 with holding primer)
f. Maximum acceptable DFT for total system to be 125 mils (128 with holding primer).

2. Interior Paint Application For Dry Interior Spot Repair

a. Regular Temperature Application (Greater than 50°F)
1) Surface Preparation: SSPC-SP11, Power Tool Cleaning to Bare Metal
2) Prime Coat: Carboguard 891 HS at 4.0 to 6.0 mils DFT
3) Intermediate Coat: Carboguard 891 HS at 4.0 to 6.0 mils DFT
4) Finish Coat: Carboguard 891 HS at 4.0 to 6.0 mils DFT
5) Minimum acceptable DFT for total system to be 15.0 mils on plates and 17.5 on weld seams.

b. Low Temperature Application (Between 35°F and 50°F)
1) Surface Preparation: SSPC-SP11, Power Tool Cleaning to Bare Metal
2) Prime Coat: Phenoline 341 at 4.0 to 6.0 mils DFT
3) Intermediate Coat: Phenoline 341 at 4.0 to 6.0 mils DFT
4) Finish Coat: Phenoline 341 at 4.0 to 6.0 mils DFT
5) Minimum acceptable DFT for total system to be 15.0 mils.

3. Exterior Paint Application for existing polyurethane topcoat (Contractor to confirm existing paint system prior to exterior paint order/application)

a. Regular and low Temperature Application (Greater than 35°F)

1) Surface Preparation: SSPC-SP11, Power Tool Clean to Bare Metal where primer has failed. If the primer is intact sand, feather edges, solvent wipe, and apply items 3 and 4 per PDS.
2) Prime Coat: Carbomastic 615 at 4.0 to6.0 mils DFT.
3) Intermediate Coat: Carboguard 635 at 4.0 to 6.0 mils DFT.
4) Finish Coat: Carbothane 134 HG at 2.0 to 3.0 mils DFT.
5) Minimum acceptable DFT for total system to be 10.0 mils over bare metal / 6.0 - 9.0 mils over existing prime/4 - 7 mils over existing intermediate.

4. Exterior Paint Application for existing alkyd/oil based system (Contractor to confirm existing paint system prior to exterior paint order/application)

a. Regular and Low Temperature Application (Greater than 35°F)
1) Surface Preparation: SSPC-SP11, Power Tool Clean to Bare Metal. Ensure chalking at feathered edges is removed inch back on to sound coatings
2) Prime Coat: Carbomastic 615 at 4.0 to 6.0 mils DFT.
3) Intermediate Coat: Carboguard 635 at 4.0 to 6.0 mils DFT.
4) Finish Coat: Carbocoat 8215 VOC at 2.0 to 3.0 mils DFT.
5) Minimum acceptable DFT for total system to be 10.0 mils over bare metal / 6.0 - 9.0 mils over existing primer / 2.0-3.0 over existing mid-coat.

C. Alternative 3 – Sherwin-Williams Protective and Marine Coatings

1. Interior Paint Application For Wet Interior

a. Surface Preparation: SSPC-SP10, Near-white Metal Blast Cleaning
b. Prime Coat: Corothane I Galvapac Zinc Primer, 2.5-4.0 mils DFT
c. Stripe Coat: SherPlate PW Epoxy with Opti-Check OAP Technology, 6-8 mils DFT
d. Finish Coat: SherPlate PW Epoxy with Opti-Check OAP Technology, 20-25 mils DFT
e. Minimum acceptable DFT for total system to be 28.5 mils.
f. Maximum acceptable DFT for total system to be 37.5 mils for wet interior areas only.

2. Interior Paint Application For Dry Interior Spot Repair:

a. Regular Temperature Application (Greater than 40°F)
1) Surface Preparation: SSPC-SP11, Power Tool Cleaning to Bare Metal
2) Prime Coat: Macropoxy 646 PW at 4.0 to 6.0 mils DFT
3) Intermediate Coat: Macropoxy 646 PW at 4.0 to 6.0 mils DFT

4) Finish Coat: Macropoxy 646 PW at 4.0 to 6.0 mils DFT
5) Minimum acceptable DFT for total system to be 12.0.

3. Exterior Paint Application for existing polyurethane topcoat (Contractor to confirm existing paint system prior to exterior paint order/application)

a. Regular Temperature Application (Greater than 50°F)
1) Surface Preparation: SSPC-SP11, Power Tool Clean to Bare Metal
2) Prime Coat: Macropoxy 646 Fast Cure Epoxy, Part A B58-600 Series, Part B B58V600 Hardener, 4.0-6.0 mils DFT
3) Intermediate Coat: Macropoxy 646 Fast Cure Epoxy, Part A B58-600 Series, Part B B58V600 Hardener, 4.0-6.0 mils DFT
4) Finish Coat: Acrolon Ultra High Performance Polyurethane, B65 Series, 2.5-3.0 mils DFT
5) Minimum acceptable DFT for total system to be 10.5 mils over bare metal / 2.5 mils over existing coatings

b. Low Temperature Application (20°F to 50°F)
1) Surface Preparation: SSPC-SP11, Power Tool Clean to Bare Metal
2) Prime Coat: Corothane I Galvapac Zinc Primer, B65G11, 2.5-4.0 mils DFT
3) Intermediate Coat: Macropoxy 646 Fast Cure Epoxy, Part A B58-600 Series, Part B B58V600 Hardener, 4.0-6.0 mils DFT
4) Finish Coat: Acrolon Ultra High Performance Polyurethane, B65 Series, 2.5-3.0 mils DFT.
5) Minimum acceptable DFT for total system to be 9.0 mils over bare metal / 2.5 mils over existing coatings

4. Exterior Paint Application for existing alkyd/oil based system (Contractor to confirm existing paint system prior to exterior paint order/application)

a. Regular Temperature Application (Greater than 50°F)
1) Surface Preparation: SSPC-SP11, Power Tool Clean to Bare Metal
2) Prime Coat: Macropoxy 646 Fast Cure Epoxy, Part A B58-600 Series, Part B B58V600 Hardener, 4.0-6.0 mils DFT.
3) Intermediate Coat: SherCryl High Performance Acrylic, B66-350 Series Semi-Gloss, 2.5-3.0 mils DFT
4) Finish Coat: SherCryl High Performance Acrylic, B66-350 Series Semi-Gloss, 2.5-3.0 mils DFT
5) Minimum acceptable DFT for total system to be 9.0 mils over bare metal / 6.0 mils over existing coatings

b. Low Temperature Application (20°F to 50°F)
1) Surface Preparation: SSPC-SP11, Power Tool Clean to Bare Metal
2) Prime Coat: Corothane I Galvapac Zinc Primer, B65G11, 2.5-4.0 mils DFT

3) Intermediate Coat: SherCryl High Performance Acrylic, B66-350 Series Semi-Gloss, 2.5-3.0 mils DFT
4) Finish Coat: SherCryl High Performance Acrylic, B66-350 Series Semi-Gloss, 2.5-3.0 mils DFT
5) Minimum acceptable DFT for total system to be 7.5 mils over bare metal / 6.0 mils over existing coatings

3.07 VOC TESTING AND MONITORING

A. After the tank has been filled but prior to placing in service, the CONTRACTOR shall arrange for volatile organic compound (VOC) sampling and testing. The cost for such sampling and testing shall be borne by the CONTRACTOR. All analysis shall be conducted by a NYS approved laboratory which is specifically approved for the Work to be performed.

B. The sampling and testing shall be performed for vinyl chloride and 52 principal organic compounds including drinking water volatile hydrocarbons and drinking water volatile aromatics as per the Environmental Laboratory Approval Program.

C. Hydrocarbons shall be analyzed by EPA Methods 502.1, 502.2, 524.1, or 524.2 with a detection limit of 0.5 ug/l or less.

D. Aromatics shall be analyzed by EPA Methods 503.1, 502.2, 524.1, or 524.2 with a detection limit of 0.5 ug/l or less.

E. The tank shall not be put into service until VOC's are within acceptable limit of the New York State Part 5 MCL level for drinking water.

3.08 DISINFECTION OF INTERIOR WET

A. Adequate ventilation which will effectively remove solvent vapors shall be provided for proper drying of paint on interior surfaces. Following final coat application, the tank shall not be disinfected or filled until the coating system is fully cured. Refer to applicable product data sheet(s) for dry time/temperature requirements.

B. The CONTRACTOR shall notify the ENGINEER prior to filling the tank. The Owner will fill all tanks overflow.

C. Prior to filling and placing in service, the storage tank interior wet areas, which includes all surfaces inside the tank areas in contact with water and areas above the high water level such as the, tank roof, and inlet, outlet, and overflow piping, shall be disinfected in accordance with AWWA Standard C652 (Method 2 only), or latest revision thereof, and meet N.Y.S. and Erie County Health Department Standards. After disinfection and filling, the Testing Laboratory shall, in the presence of the ENGINEER, take two bacteriological samples (one immediately after tank is completely filled and a second one after 24 hours) for testing by an approved laboratory in accordance with the latest Health Department requirements. The

CONTRACTOR shall submit the reports directly to the OWNER and the ENGINEER. Should acceptable results not occur after these two consecutive tests, the CONTRACTOR shall, at his expense, repeat the disinfection procedure until safe results are obtained.

At the same time as the second bacteriological test, one water sample shall also be analyzed for organic chemicals as specified in Section 3.07 and indicate that all tested organic chemicals are within acceptable limits prior to placing the tank back into service. Test results must be reported in units and significant digits consistent with the New York State Health Department limits.

In addition, one water sample shall also be analyzed for free chlorine residual. The free chlorine residual shall be greater than 0.5 mg/l and be less than 1.5 mg/l prior to placing the tank back into service. All testing is at CONTRACTOR'S expense.

D. The CONTRACTOR shall notify the OWNER'S representative when disinfection work is to be done so that he may be present to observe the work.

E. Superchlorinated water shall be discharged in a manner that will not adversely affect flora and fauna, and shall conform to applicable state regulations for waste discharge.

F. If, for any reason, the tank must be drained to waste and refilled, the cost of water will be paid by the CONTRACTOR. The CONTRACTOR will be responsible for any disposal costs and any required permits for discharge of water that does not meet regulations.

G. The costs for any additional testing, beyond that specified above, and any other work necessary to bring the tank into compliance with all regulations, are the responsibility of the CONTRACTOR.

3.09 ANNIVERSARY INSPECTION

A. The OWNER and/or ENGINEER shall perform coating inspections at approximately the first and second year anniversary dates. Inspections may include visual surface inspection by the naked eye and/or a suitable magnifying instrument to detect pinholes, cracks, peeling, or other defects in the coating system.

B. The OWNER will drain and open the tank for the anniversary inspections.

C. The CONTRACTOR shall provide all necessary inspection equipment (at the discretion of the ENGINEER), labor, rigging, lighting and other equipment to facilitate the inspection.

D. If any coating failures and/or defects are found, the CONTRACTOR must propose a repair method, obtain approval for the repair method from the OWNER and/or ENGINEER, and provide a schedule for the approved repair method.

E. The OWNER shall clean the tank to facilitate the inspection and CONTRACTOR shall make all necessary repairs to the satisfaction of the OWNER and/or ENGINEER.

F. The CONTRACTOR is responsible for reimbursing the OWNER for all costs associated with making the repairs including, but not limited to, inspection fees.

G. The CONTRACTOR is also responsible for any testing required to put the tank back into service except for bacteriological tests and chlorine residual tests which will be the responsibility of the OWNER.

3.10 COATING COLOR TABLES

A. Interior Colors Wet

Manufacturer	Primer		Stripe	
	Color	Code	Color	Code
Tnemec (shell and floor)	Greenish-gray	N/A	Delft Blue	39BL
Tnemec (roof)	Greenish-gray	N/A	Delft Blue	39BL
Carboline	White	800	Light Blue	100
Sherwin Williams	Pure White	4089	Basin	4045

Manufacturer	Intermediate		Finish	
	Color	Code	Color	Code
Tnemec (shell and floor)	N/A	N/A	White	WH08
Tnemec (roof)	Beige	1255	Tank White	15BL
Carboline	N/A	N/A	White	800
Sherwin Williams	N/A	N/A	Pure White	4089

END OF SECTION

SECTION 13200

CONCRETE TANK REHABILITATION

PART 1 - GENERAL

1.01 SECTION INCLUDES:

A. Materials, procedures, techniques to be used for the rehabilitation of the Veterans Park Concrete Water Storage Tank.

1.02 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

B. Project location maps can be found in Appendix D.

C. Capacity and dimensions of tank are:

	Capacity and Type	Diameter	Side Wall Height
Veterans Park Tank	4,000,000 Gal Ground	185'-9"	19'-8" (partially buried)

1.03 DESCRIPTION

A. The tank was originally constructed by Natgun Corporation, February 1969.

B. Contractor shall furnish all labor, material, equipment and incidentals necessary to rehabilitate the Veterans Park Tank Water Storage as shown and specified herein. All work necessary for the completion of the contract shall be included, whether or not specifically shown or specified.

C. The scope of work includes all the work and labor required to rehabilitate the following portions of the Veterans Tank, as specified herein:
1. Ring beam repair on dome exterior and cleaning of tank exterior dome and shell (refer to Section 09900 for cleaning requirements).
2. Miscellaneous modifications on the interior and exterior of the tank.
3. Power wash exterior of tank.

D. Removal of all construction debris from the site and disposal.

1.04 QUALITY ASSURANCE

A. Reference Standards
   1. ACI 301-89, Specification for Structural Concrete for Buildings
   2. ACI 30-92, Standard Practice for Curing Concrete.
   3. AWWA D110 Standards for Water Tanks

B. Qualifications and Experience requirement for tank crack and ring beam repairs: The contractor or subcontractor shall be a specialist tank contractor experienced in the rehabilitation of AWWA D-110 tanks, having rehabilitated in their own name, at least 10 tanks in the last 10 years of at least 2.0 MG in capacity , which have been in successful service for a minimum of five (5) years, and shall have restored at least five (5) tanks with deteriorated shotcrete/concrete walls and/or domes within the last 5 years.

C. Prequalification for crack repair and ring beam repair:
   1. All contractors or subcontractors for the concrete tank repairs are required to be prequalified.
   2. DN Tanks, Wakefield, Massachusetts, and Preload Inc., Hauppauge, New York are prequalified as contractors or subcontractors for the concrete tank repairs for this project.

D. Regulatory Requirements: Comply with environmental regulations.

E. Pre-Application Meeting:
   1. Convene a pre-construction meeting two weeks before the start of the above ground concrete tank rehabilitation.
   2. Require attendance of parties directly affecting work of this section, including the contractor, sub-contractor, engineer, applicator, and manufacturer's representative.
   3. Review environmental requirements, materials, and protection of adjacent work, surface preparation, application, curing, field quality control, cleaning, and coordination with other work.

1.05 SUBMITTALS

A. Comply with requirements of Section 01331 Shop Drawing Procedures.

B. Construction Submittals for Review:
   1. Design proportions for all concrete and shotcrete and concrete strengths of trial mixes for all concrete.
   2. Admixtures to be used in the concrete and their purpose.

3. All Shop drawings for crack repair shall be stamped by Professional ENGINEER, experienced in the design of AWWA D110, Type II or III tanks and registered in the State of New York.

C. Product Data: Submit manufacturer's product data, including surface preparation, application, and curing.

D. Current Material Safety Data Sheets (MSDS)

E. Contractor's Health and Safety Plan

F. Delegated Design Submittals: Submit the following:
   1. Design Data:
      a. Design computations or complete structural analysis of the repair of the water storage tank in accordance with AWWA D110, ACI 350.3, and the Building Code of the State of New York, signed and sealed by professional engineer. Professional engineer's seal shall be clearly legible, including state of registration, registration number, and name on seal.
      b. Certification by professional engineer that professional engineer has followed design criteria stated in the Contract Documents, and that design conforms to all applicable local, state, and federal laws and regulations, and to prevailing standard of practice.

1.06 DELIVERY

A. Deliver all materials to the job site in unopened, original containers, bearing manufacturer's label. Labels shall include the following information:
   1. Name of manufacturer.
   2. Name of material.
   3. Contents by volume of major pigment and vehicle constituents.
   4. Thinning instructions (If any).
   5. Application instructions, including recommended rate of application.
   6. Color name and number.

B. Do not deliver material to site more than one month before use.

C. Deliver paint to the job site in quantities sufficiently large enough so that several different batches of the same color will not be required.

1.07 STORAGE

A. Store the material in accordance with manufacturer's instruction, including ambient temperature limitations.

B. Store materials indoor in an area well ventilated and protected from damage.

C. Do not store material near open flame, sparks, or hot surfaces.

D. Keep storage areas clean and take all necessary precautions to avoid damage by fire.

E. Store materials on raised platforms and covered by waterproofing covers.

F. Keep material containers closed.

G. Handling: Protect materials during handling and application to prevent damage.

1.08 DISPOSAL OF MATERIALS

A. Do not use plumbing fixtures or waste pipes for disposal of any waste oil, paint, solvents or any other materials. Dispose of all waste materials off site in a legal manner.

1.09 WARRANTY

A. Provide a 2-year material and labor warranty. Obtain material warranty from manufacturer.

PART 2 - PRODUCTS

2.01 CONCRETE RING BEAM

A. Materials

a. Patching material: Thorite by Thoro System Products, Speedcrete Redline, Tamms Patch II, Tamms Spray Mortar by Euclid Chemical Company or other approved equal.

b. Shotcrete material: Wet or dry mix in accordance with AWWA D110, ACI 301 & 506R or other approved equal.

c. Anti-corrosion Reinforcing Primer: ECB by Conproco, Dural Prep AC by Tamms, or other approved equal.

d. Replacement Reinforcement: 2 in. x 2 in./ #12 x #12 welded steel wire fabric conforming to ASTM A185, galvanized.

e. Replacement Prestress Wire: hard drawn steel wire conforming to ASTM A821

f. Replacement Reinforcement Anchors: ¼ in. x 1 ½ in. stainless steel expansion anchors or stainless steel concrete anchor screws as manufactured by the ITW RedHead, Glendale Heights, IL, WEJ-IT, Tulsa, OK, Hilti, Tulsa, OK, Tapcon, or other approved equal.

2.02 VALVE VAULT

A. Coating for piping, nuts, bolts, and appurtenances shall be 2 coats of Chembuild Series 135 or approved equal when surface temperature is 50°F or above. Coating shall be one coat of Series 1 Omnithane with 44-710 Urethane Accelerator and 2 coats of Series N69F Hi-Build Epoxoline II or approved equals when surface temperature is below 50°F to a minimum of 35°F.

B. Electrical receptacle(s) to be ground fault circuit interrupter (GCFI).

2.03 VANDAL DETERRENT

A. Addition to vandal deterrent shall be installed as shown on the plans provided in Appendix E.

2.04 CLOSURE CHAIN

A. Closure chains and clasp shall be 3/16" stainless steel as shown on the detail in Appendix E.

2.05 OVERFLOW EXTERIOR MODIFICATIONS

A. Modifications shall be made to the overflow discharge pipes as shown on the plans in Appendix E.

B. Overflow check valve shall be type 1 elastomer duckbill check valve in accordance with the details in Appendix E.

2.06 OVERFLOW INTERIOR MODIFICATIONS

A. Remove remains of previous overflow pipe and patch outlet in accordance with the following section, "Interior Crack Repair."

2.07 INTERIOR CRACK REPAIR

A. Coating material shall be C.I.M. 1061, a high solids, two component liquid, cold applied, asphalt extended urethane elastomer that cures to a durable abrasion resistant film and forms a flexible, impermeable barrier to water, as manufactured by C.I.M. Industries Inc., or approved equal.
   1. Coating material shall comply with NSF61 criteria for direct contact with potable water.
   2. Minimum thickness: 60 mils. wet film / 55 mils. dry film
   3. Maximum coverage: 26 sq. ft. per gal.
   4. Solids by volume: 88 percent
   5. Volatile Organic Compounds (VOC): 0.75 pounds per gallon
   6. Elongation: 350 percent

B. Patching material for treatment of cracks shall be trowel grade C.I.M. 1000 Trowel Grade. Liquid applied, chemical and corrosion resistant urethane elastomer, chemically thickened to allow trowel application with minimum sag.
   1. Potable Water Service: Classified for potable water contact in tanks, reservoirs, pipes, and joints in accordance with ANSI/NSF 61 up to 180 degrees F (82 degrees C).
   2. Solids by volume: 89 percent.
   3. Extension to Break, ASTM D412: 300 percent.
   4. Abrasion Resistance, Weight Loss, ASTM D4060: 1.2 mg.
   5. Adhesion to Concrete, Dry, Elcometer: 350 pounds per square inch.

C. Material for reinforcing coating material applied to floor and column footings shall be C.I.M Flexible Stitchbonded Polyester Scrim.
   1. Weight: 3 oz. per square yard
   2. Tensile Strength: 57.1 lbs. average (ASTM D 1682)
   3. Elongation: 61.65% average (ASTM D 1682)
   4. Mullen Burst Strength: 176.8 lbs. (ASTM D 3786)
   5. Trapezoidal Tear Strength: 16.1 lbs. average (ASTM D1117)

D. Bonding agent shall be C.I.M Bonding Agent, an organosilane compound dispersed in isopropyl alcohol.
   1. Bonding agent shall comply with NSF 61 criteria for direct contact with potable water.
   2. Solids by Volume: Less than 1 percent.
   3. Volatile Organic Compounds (VOC): 6.4 pounds per gallon (743 g/L).

PART 3 - EXECUTION

3.01 CONCRETE RING BEAM REPAIR

A. Removal of Unsound Shotcrete / Concrete
   1. Remove loose and unsound shotcrete / concrete with appropriate chipping hammer to sound shotcrete with a minimum depth of 3/8 in. over the complete repair area, except do not cut any sound (substantially uncorroded) reinforcing.

B. Surface Preparation
   1. Clean the surface by removing any dust, unsound or contaminated material, laitance, and corrosion deposits. Clean loose corrosion deposits from exposed reinforcing. Where chipping is not required to remove unsound material, roughen the surface and remove any laitance by light scrabbling. High-pressure wash with clean water, at a minimum pressure of 3,500 psi, prior to priming exposed reinforcing and substrate.

C. Install replacement reinforcement in all patching areas where existing reinforcing is no longer present.

1. Reinforcement shall consist of a single piece over the full extent of the patch.
2. Reinforcement shall be lapped over and tied to existing reinforcement where it is practical to expose existing reinforcing without damaging it.
3. When adjacent existing reinforcing cannot be exposed without damage, anchor new reinforcing to existing concrete with expansion anchors, spaced approximately 16 inches on center with a minimum of 4 anchors per patched area.

D. Install replacement prestress wire where any wire has lost more than 15% of its original cross sectional area.
1. Prestress wire shall consist of a hard drawn steel wire, die stressed to a diameter similar to the original prestress wire.
2. Apply prestressing force and verify that the wire has been tensioned to the design stress value with an electronic stress reading device. Restore wall surface to its original contours with high strength patching material or shotcrete.

E. Prime exposed existing reinforcing steel by applying one full coat of approved priming material. Allow to dry before applying patching. If any doubt exists about having achieved an unbroken coating, a second application shall be made and, again, allowed to dry before applying patching.

F. Prime substrate after it is saturated surface dry (i.e.: thoroughly soaked with clean water and any excess water removed) with a slurry of the repair mortar in accordance with the manufacturer's directions. Using a stiff mason's brush, the slurry shall be scrubbed into the substrate where access is not impeded by new wire mesh reinforcing. The repair mortar shall be installed as soon as the slurry becomes tacky and before it dries.

G. Mix patching mortar in strict accordance with manufacturer's directions. Use only material from original bags and containers.

H. Application of patching mortar.
1. Exposed steel reinforcing bars and welded wire fabric shall be firmly secured to avoid movement during the application process, as this will affect mortar compaction, build and bond.
2. Apply the patching mortar to the prepared substrate by gloved hand or trowel. First, work a thin layer of the mortar into the slurry and then build the mortar onto this layer. Thoroughly compact the mortar onto the primed substrate and around the exposed reinforcement.
3. Apply the patching mortar in strict accordance with the manufacturer's directions.
4. If sagging occurs during applications, the patching mortar shall be completely removed and reapplied at a reduced thickness onto the correctly re-primed substrate.

I. Finish the patching mortar by striking off with a straight edge and closing with a steel float. Finish of the shotcrete surface shall be a nozzle or gun finish. The completed surface shall not be overworked.

J. Low temperature conditions: In cold weather, normal precautions for winter when working with cementitious materials shall be adopted. The material shall not be applied when the substrate and/or air temperature is 45°F (7°C) and falling. At 45°F (7°C) static temperature or at 45°F (7°C) and rising, the application may proceed. Do not apply if the temperature is expected to fall below 45°F (7°C) within 24 hours of application. Comply with manufacturer's directions for cold weather applications.

K. High temperature conditions at ambient temperatures about 80°F (26°C), the materials shall be stored in the shade. Comply with manufacturer's directions for hot weather applications.

L. Water cure finished surfaces of patches using fine mist spray or wet burlap against surface for a minimum of three (3) days after initial set of patch material.

M. Store all materials in cool, dry conditions in the original unopened bags or cans, and in strict accordance with manufacturer's directions. Do not use materials that have been stored for periods longer than the manufacturer's recommended shelf life.

3.02 VALVE VAULT WORK

A. Clean piping, nuts, bolts and appurtenances to SSPC-SP2 specifications (hand tool cleaning) and paint with coating as specified in Part 2 of this specification, color to match existing paint on exposed piping.

B. Replace existing outlets with GFCI receptacle(s) at the Veterans Park Tank.

3.03 VANDAL DETERRENT

A. Furnish and install additional to vandal deterrent on the exterior ladder in accordance with the details shown in Appendix E.

3.04 CLOSURE CHAIN

A. Install closure chain on handrail openings at platforms when specified as shown on detail in Appendix E.

3.05 OVERFLOW EXTERIOR MODIFICATIONS

A. Furnish and install modifications for existing overflow pipe and new check valve in accordance with the detail shown in Appendix E.

B. To prevent damage to the interior coatings the contractor shall complete all

welding required to modify the overflow discharge pipes prior to painting the tanks interior in the vicinity of the overflow pipes.

C. Touch-up power tool cleaning to bare metal on overflow discharge pipes according to SSPC-SP11. All surfaces to be painted must be clean and dry.

D. Touch-up paint the modified overflow discharge pipes with prime, intermediate and finish coats as specified in the applicable parts of Section 09900.

E. Color shall match the color of existing exterior coating

3.06 OVERFLOW INTERIOR MODIFICATIONS

B. Remove remains of previous overflow pipe and patch outlet in accordance with the following section, "Interior Crack Repair."

3.07 INTERIOR CRACK REPAIR

A. Water blast clean with a minimum of 3500 psi the interior cracks and minimum of 6 inches either side to provide a sound surface for the application on the elastomeric coating

B. Interior surface of tank wall and/or floor shall be dry and have a minimum temperature of at least 5°F above the dew point at time of application of coating.

C. Stripe coat all cracks less than 1/8" with CIM 1061, extending beyond the crack at least 2 inches either side of the crack.

D. For crack between 1/8" and 1/4", detail the cracks with a base coat of CIM 1061 material, as required, to fill the crack. Once the first coat of CIM 1061 has cured, apply a stripe coat of CIM 1061 extending beyond the crack at least 2 inches either side of the crack.

E. For cracks or joints greater than 1/4", apply a tack coat of CIM 1061 or CIM 1000 Trowel Grade on either side of the crack or joint. Before the tack coat cures, embed polyester scrim into the CIM to reinforce the material. Once the tack coat of CIM with the polyester scrim has cured, apply a top coat of CIM 1061 at a minimum thickness of 60 wet mils to completely cover the polyester scrim material.

F. Cracks or joints greater than ½" may require the use of backer rod.

END OF SECTION

SECTION 13210

STEEL STORAGE TANK REPAIR

PART 1 - GENERAL

1.01. SECTION INCLUDES:

A. Materials, procedures, techniques to be used for the rehabilitation of the Van de Water Sludge Holding Tank, Pleasantview Water Storage Tank and the Sturgeon Washwater Tank.

1.02. RELATED DOCUMENTS

A. Drawings and general provisions of contract, including general and special conditions and general requirements section, apply to work specified in this section.

B. Project location maps can be found in Appendix D.

C. Capacities and dimensions of tanks are as follows:

	Capacity and Type	Diameter	Total Height of Tank	Riser Diameter
Van de Water Tank	240,000 Gal Ground	40'	26'	-
Pleasantview Tank	1,500,00 Gal Elevated	100'	134'	10'
Sturgeon Point Washwater Tank	500,000 Gal Elevated	55'	57'-4"	5'

1.03. DESCRIPTION

A. The Contractor shall furnish all labor, materials, equipment and incidentals necessary to clean and recoat the interior of the existing water storage tanks and all structural supports as described in these specifications, including appurtenant equipment replacement, structural modifications, site work, repairs and minor maintenance. All work necessary for the completion of the contract shall be included, whether or not specifically shown or specified.

B. The Contractor is advised that the tanks are an important component of the Owner's water supply system and cannot be removed from service for times outside those listed in Paragraph 3.02 of the Agreement.

C. The Contractor shall adequately plan and coordinate all aspects of the work to ensure that the work progresses without delay after the tank is drained and the tank is returned to service within the completion date.

1.04. QUALITY ASSURANCE

A. Reference Standards

1. AWWA, D100 and C652, latest revisions.
2. The Society for Protective Coatings (SSPC).
3. National Sanitation Foundation (NSF) Standard No. 61, latest revision.
4. American Welding Society (AWS) D5.2, latest revision.
5. American National Standards Institute (ANSI).
6. National Association of Corrosion Engineers (NACE).
7. American Society of Testing and Materials (ASTM).
8. API 653 Tank Inspection, Repair, Alteration, and Reconstruction.

B. Steel tank inspection, repair, alteration and reconstruction shall be performed per API Standard 653.

C. All Nondestructive Evaluation (NDE) performed by the contractor or others must be witnessed by the on-site construction observer and/or Engineer.

1.05. SUBMITTALS

A. Shop Drawings

1. Comply with requirements of Section 01331 Shop Drawing Procedures.

2. Prior to obtaining any products in relationship to this Section, the Contractor shall submit detailed shop drawings and data for review.

B. Other Submittals

1. The Contractor shall furnish a written guarantee on all work for a two-year period after final acceptance of all work under the Contract. The guarantee shall provide for the necessary repairs and all related expenses of the Owner due to faulty materials and workmanship.
2. All manufacturers' guarantees, which extend beyond the Contractor's written guarantee, shall be assigned to the Owner upon the end of the Contractor's written guarantee.

1.06. PRODUCT DELIVERY, STORAGE AND HANDLING

A. Deliver materials to job site in original, new and unopened packages and containers bearing manufacturer's name and label and the following information:

1. Name or title of material.
2. Fed. Spec. number, if applicable.
3. Manufacturer's stock number and date of manufacturer.
4. Contents by volume, for major pigment and vehicle constituents.
5. Expiration date of material.
6. Thinning instructions.
7. Mixing instructions.
8. Application instructions.
9. Color name and number.

B. All material shall be subject to inspection by the Engineer/Owner on the job.

1.07. WARRANTY

A. Provide a 2-year material and labor warranty. Obtain material warranty from manufacturer.

PART 2 - PRODUCTS

2.01 JOINT SEALANT (VAN DE WATER, PLEASANTVIEW, STURGEON POINT)

A. Joint sealant material shall be Sonolastic NP1 as manufactured by Sonneborn-Rexnord, Sikaflex-1a as manufactured by Sika Corporation, or Dynatrol 1 as manufactured by Pecora Corporation, or equal.

2.02 GROUT MATERIAL (VAN DE WATER, PLEASANTVIEW, STURGEON POINT)

A. Grout material shall be a non-shrink cementitious grout such as Five Star Grout as manufactured by Five Star Products, Inc., or SikaGrout 212 as manufactured by Sika Corporation, or equal.

2.03 LADDERS (VAN DE WATER)

A. Riser ladder rung covers shall be anti-slip.

2.04 CLOSURE CHAIN (VAN DE WATER, STURGEON POINT)

A. Closure chains and clasp shall be 3/16" stainless steel as shown on the detail in Appendix E.

2.05 ROOF MANHOLE (VAN DE WATER, STURGEON POINT)

A. Flanged and bolted roof manhole bolts shall be galvanized steel.

B. The new 3/16" stainless steel retaining chain assembly for the existing flanged roof manhole shall be as shown on the plan provided in Appendix E.

C. The manhole gasket shall be a flat 1/8" red rubber gasket to 60 durometer.

2.06 ROOF VENT(S) (VAN DE WATER)

A. When the existing vent opening is equal to or less than 24", provide a new 24" diameter roof vent.

B. If a single 24" diameter vent cannot be provided that meets these specifications, then multiple vents or a larger vent may be required. Vents smaller than 24" diameter will not be allowed. Vents must be installed as close to the center of the tank as possible, but must not interfere with existing roof support structure.

C. The total static pressure drop should not exceed 0.1 inches of water column under catastrophic failure condition.

D. Contractor to provide a vent with a surface area such that the maximum air velocity through the vent's neck should not exceed 700 cubic feet per minute under normal operating conditions as listed below:

a. Van De Water – 400 cubic feet per minute

E. The vent(s) shall be designed and constructed with a pressure-vacuum-screened vent or a separate pressure-vacuum relief mechanism shall be provided.

F. Vent(s) shall be designed as specified in the latest revision of AWWA D100.

G. Vent assemblies must be installed plumb.

H. Vent(s) must be installed on a flanged neck plate that projects a minimum of 4" above the tank roof and is installed plumb. Neck plate to be A36 steel with a minimum thickness of ¼" and a minimum inside diameter of 24". Vent assembly must bolt to this neck plate so it can be removed for ventilation during painting operations.

I. Refer to details in Appendix E for typical vent that establishes level of quality.

J. Contractor to provide shop drawings of vent assembly, neck plate, proposed installation details, and proposed locations prior to fabrication. Shop drawings and calculations showing that vent(s) can pass the specified amount of air, in accordance with the latest revision of AWWA D100 and the above performance criteria (whichever is more stringent), must be stamped by a professional engineer licensed to practice in New York State. Contractor to verify all dimensions in the field prior to preparing shop drawings.

2.07 VALVE VAULT (PLEASANTVIEW, STURGEON POINT)

A. Proposed ladder shall be OSHA approved wall mount ladder with galvanized steel ladder safety post with dismount section.

B. Contractor shall field measure and submit drawing of proposed ladder at each site.

C. Concrete sealer shall be L&M Construction Chemicals, Inc. Hydropel WB or approved equal.

D. Concrete repair grout shall be Waterplug® by BASF The Chemical Company or approved equal.

E. Coating for piping, nuts, bolts, and appurtenances shall be 2 coats of Chembuild Series 135 or approved equal when surface temperature is 50°F or above. Coating shall be one coat of Series 1 Omnithane with 44-710 Urethane Accelerator and 2 coats of Series N69F Hi-Build Epoxoline II or approved equals when surface temperature is below 50°F to a minimum of 35°F.

F. Electrical receptacle(s) to be ground fault circuit interrupter (GFCI) at the Sturgeon Point and Pleasantview vaults.

2.08 SPACE HEATER (PLEASANTVIEW)

A. Space heater to be an explosion proof 3kW unit at the Pleasantview vault.

B. Space heater shall be Model Number HLA 12-240160-3.0-24 as manufactured by Markel Products Company or equal.

2.09 RISER MANHOLE (PLEASANTVIEW)

A. The manhole gasket shall be a flat 1/8" red rubber gasket to 60 durometer.

B. The flanged manhole bolts shall be galvanized steel bolts.

2.010 OVERFLOW DISCHARGE PIPE (PLEASANTVIEW, STURGEON POINT)

A. Modifications shall be made to the overflow discharge pipes as shown on the plans in Appendix E.

B. Overflow check valve shall be elastomer duckbill flanged check valve (type 1 or type 2) in accordance with the details in Appendix E.

PART 3 - EXECUTION

3.01 NOT USED

3.02 FOUNDATION GROUT (VAN DE WATER, PLEASANTVIEW, STURGEON POINT)

A. All loose and broken grout at the tank foundation foundation shall be removed and reinstalled with non-shrink cementitious grout. Remove existing joint sealant. After grout has fully cured, the entire perimeter joint between base plate and foundation is to be sealed with an elastomeric joint sealant. Joint width to be a minimum of 1/2".

B. If the area between the base plate and foundation is less than 1/2" in width, this area shall be sealed with an elastomeric joint sealant only.

C. At Pleasantview and Sturgeon Point Tanks, remove existing grout and joint sealant at tank column and riser. Reinstall non-shrink cementitious grout. After grout has fully cured, the entire perimeter joint between base plate and foundation is to be sealed with an elastomeric joint sealant. All material to be stored and applied as per respective manufacturers' instructions.

3.03 OVERFLOW DISCHARGE PIPE
(PLEASANTVIEW, STURGEON POINT)

A. Furnish and install modifications for existing overflow pipe and new check valve in accordance with the detail shown in Appendix E.

B. To prevent damage to the interior coatings the contractor shall complete all welding required to modify the overflow discharge pipes prior to painting the tanks interior in the vicinity of the overflow pipes.

C. Touch-up power tool cleaning to bare metal on overflow discharge pipes according to SSPC-SP11. All surfaces to be painted must be clean and dry.

D. Touch-up paint the modified overflow discharge pipes with prime, intermediate and finish coats as specified in the applicable parts of Section 09900.

E. Color shall match the color of existing exterior coating.

3.04 VALVE VAULT WORK (PLEASANTVIEW, STURGEON POINT)

A. Clean piping, nuts, bolts and appurtenances to SSPC-SP2 specifications (hand tool cleaning) and paint with coating as specified in Part 2 of this specification, color to match existing paint on exposed piping.

B. Clean exposed exterior concrete by power washing and seal exterior concrete of vault. See Valve vault work Reference Drawing in Appendix E for approximate dimensions of Valve Vault at Pleasantview Tank. Contractor shall field verify dimensions of Sturgeon Point Tank's Valve Vault.

C. Replace eight (8) existing outlets with GFCI receptacle(s) at the Pleasantview Tank and Sturgeon Point Washwater Tank.

3.05 SAFETY CAGE (VAN DE WATER)

A. Remove and dispose of existing safety cage. At Van de Water Tank the existing safety cage connection welds where the existing conduit is connected are to remain in place. Round weld the ends of the connections to create a smooth surface.

B. To prevent damage to the interior coatings, the contractor shall complete all cutting, grinding and welding required to remove safety cage prior to painting the interior in the vicinity of the ladder.

C. Touch-up power tool cleaning to bare metal the ladder and tank according to SSPC-SP11. All surfaces to be painted must be clean and dry.

D. Touch-up paint the ladder and tank wall with prime, intermediate and finish coats as specified in the applicable parts of Section 09900.

E. Color shall match the color of existing exterior coating.

F. Furnish and install a new vandal deterrent and additional to vandal deterrent on the exterior ladder in accordance with the details shown in Appendix E.

3.06 SPACE HEATER (PLEASANTVIEW)

A. Install explosion proof space heater per the manufacturer's requirements.

3.07 LADDERS (VAN DE WATER)

B. Anti-Slip-Covers shall be installed per the manufacturer's requirements.

3.08 CLOSURE CHAIN (VAN DE WATER, STURGEON POINT)

A. Install closure chain on handrail openings at platforms when specified as shown on detail in Appendix E.

3.09 PLATFORM TOE-PLATE (VAN DE WATER)

A. Modifications shall be made to the platform toe-plate in accordance with the detail shown in Appendix E.

3.10 ROOF SAFETY RAILING (VAN DE WATER)

A. Furnish and install a new safety railing along the perimeter of roof to either side of existing ladder in accordance with the detail shown in Appendix E.

B. Clean the new safety railing and platform assembly and any damaged areas according to SSPC-SP11 specifications (power tool cleaning to bare metal) or SSPC - SP6 (Commercial Blast). All surfaces to be painted must be clean and dry.

C. Paint the new safety railings and any damaged areas with prime, intermediate, and finish coats as specified in the applicable parts of Section 09900.

D. To prevent damage to the interior coatings, the contractor shall complete all welding required to install the roof safety railings prior to painting the interior in the vicinity of the railings.

E. Touch-up power tool cleaning to bare metal on exterior of tank in the vicinity of the railings as needed according to SSPC-SP11. All surfaces to be painted must be clean and dry.

F. Prime, intermediate, and finish coats shall be applied as specified in the applicable parts of Section 09900.

G. Color shall match the color of existing coating.

3.11 ROOF MANHOLE (VAN DE WATER, PLEASANTVIEW, STURGEON POINT)

A. Replace missing bolts with new bolts on the existing flanged and bolted roof manhole at Van de Water.

B. Furnish and install a new retaining chain assembly for the existing flanged roof manhole in accordance with the detail shown in Appendix E.

C. Furnish and replace all manhole gaskets.

D. To prevent damage to the interior coatings, the CONTRACTOR shall complete all welding required to install the retaining chain assembly prior to painting the wet and dry interior in the vicinity of the bowl manhole.

E. Clean the new retaining chain assembly according to SSPC-SP11 specifications. All surfaces to be painted must be clean and dry.

F. Paint the new retaining chain assembly with prime, intermediate and finish coats as specified in the applicable parts of Section 09900.

G. Color for interior dry coating touch-up shall match the color of the existing coating.

3.12 ROOF VENT (VAN DE WATER)

A. Furnish and install a new pressure-vacuum roof vent(s). Remove and dispose of existing roof vent.

B. To prevent damage to the interior coatings, the contractor shall complete all welding required to install the roof vent(s) prior to painting the interior in the vicinity of the roof vent(s).

C. Touch-up power tool cleaning to bare metal exterior of tank in the vicinity of the roof vent(s) as needed according to SSPC-SP11. All surfaces to be painted must be clean and dry.

D. Paint the new roof vent(s),) and any areas damaged on the exterior of the tank, as necessary, with prime, intermediate and finish coats as specified in the applicable parts of Section 09900.

E. Color shall match the color of existing exterior coating.

3.13 CONDUIT AND/OR ANTENNA (PLEASANTVIEW)

A. Relocate existing conduit away from ladder side rail. Location of conduit shall not interfere with climber's use of ladder.

3.14 INTERIOR MODIFICATIONS (VAN DE WATER)

A. Remove the existing trolley system from the interior shell angle.

3.15 SIPHON PIPE (PLEASANTVIEW)

A. Repair siphon pipe within interior wet area of the tank as needed.

3.16 CABLE TRAY (PLEASANTVIEW)

A. Remove up to 20 feet of un-used cable tray. Return removed cable tray to the Owner.

3.17 VANDAL DETERRENT (STURGEON POINT)

A. Contractor shall reinstall vandal deterrent on tank ladder. Existing vandal deterrent shall be provided by Owner.

B. Contractor shall provide new galvanized steel bolts to reinstall vandal deterrent.

3.18 WELDING

A. General

1. Welders shall be certified in conformance with ASME Section IX. The Contractor shall submit current copies of the welders certificates.

2. The Contractor shall weld pits, seams or rivets where directed by the Engineer. It is intended to weld all pits greater than 50% of the plate thickness in depth after blast cleaning.

3. No welding shall be allowed over coated steel. All areas that require welding are to be abrasive blast cleaned before any welding is started. After blasting, areas to be welded and 6" beyond these areas, on all sides, shall be protected from application of paint while surrounding areas are primed.

4. The extent of repairs for each plate section shall be identified prior to actual welding.

5. The Contractor must repair and/or recoat areas on the exterior of the tank which are damaged by welding on the interior. Paint to be used on the exterior for repair must be approved by the Engineer prior to application.

6. Full penetration butt welds in the tank shell shall be inspected by radiographic testing and any welds on the tank bottom plates shall be air pressure or vacuum tested as specified in the latest revision of AWWA D100. All testing of weld repair areas shall be performed by the Engineer.

7. The Contractor will be responsible to ensure that no rivets will be loosened on a riveted tank due to the welding.

B. Remaining Material Thickness after Blasting Greater than or Equal to 1/4"

1. When remaining material thickness after blasting in area to be welded is greater than or equal to 1/4", fill pit or seam with weld material by a certified welder. Payment under Bid Item 10.

2. Grind weld flush with surrounding area.

3. Spot prime welded area and 8" beyond welded area on all sides. Spot prime coat should overlap previously primed areas by 2".

C. Remaining Material Thickness after Blasting Less than 1/4" on Shell Plates or Roof Plates

1. When remaining material thickness after blasting in area to be welded is less than 1/4" and cannot be adequately filled with weld material, cut out square or rectangular area a minimum of 1" larger than corrosion on all sides, with corners rounded to a minimum radius of 1".

2. Patch with similar steel of equivalent plate thickness with a full penetration butt weld by a certified welder according to the latest revision of AWWA D100, Section 8. Payment under Bid Item 10.

3. Grind weld flush with surrounding area.

4. Welds shall be inspected by radiographic testing in accordance with the latest revision of AWWA D100 for 100% of all full penetration welds. All testing of weld repair areas shall be performed by the Engineer.

5. Spot prime welded area and 8" beyond welded area on all sides. Spot prime coat should overlap previously primed areas by 2".

6. The patch of new steel shall be coated on the exterior of the tank with at least three (3) coats of an acceptable paint to be approved by the Engineer.

D. Remaining Material Thickness after Blasting Less than 1/4" on Floor Plates.

1. When remaining material thickness of a floor plate, after blasting, in an area to be welded is less than 1/4" and cannot be adequately filled with weld material, the area of floor plate shall be patched as specified in the detail drawing in Appendix E. Payment under Bid Item 10.

E. Repair of Defective Welds.

1. Defective welds shall be removed by method specified in the latest revision

of AWSD 5.2.

2. Removal of defective welds is required only to the extent necessary to remove the defects present.

3. Defective full penetration butt welds between shell plates, riser plates, floor plates and roof plates, shall be replaced by a full penetration butt weld by a certified welder in accordance with the latest revision of AWWA D100, Section 8. Payment under Bid Item 10.

4. Grind welds flush with surrounding area.

5. Welds shall be inspected by radiographic testing in accordance with the latest revision of AWWA D100 for 100% of all full penetration welds. All testing of weld repair areas shall be performed by the Engineer.

6. Defective fillet welds between the bottom edge of the lowest course shell plates and the bottom plates, between roof plates and between floor plates shall be replaced by continuous fillet welds. Fillet weld sizes and material specifications shall be in accordance with the latest revision of AWWA D100, Section 8. Payment under Bid Item 10.

7. Spot prime welded area and 8" beyond welded area on all sides. Spot prime coat should overlap previously primed areas by 2".

8. The new weld seams shall be coated on the exterior of the tank with at least three (3) coats of an acceptable paint to be approved by the Engineer.

END OF SECTION

APPENDIX A
WOMEN AND MINORITY BUSINESS ENTERPRISE POLICY

APPENDIX A

WOMEN AND MINORITY BUSINESS ENTERPRISE POLICY

ERIE COUNTY WATER AUTHORITY

APPENDIX A

WOMEN AND MINORITY BUSINESS ENTERPRISE POLICY

ERIE COUNTY WATER AUTHORITY

It is the policy of the Authority to foster and encourage minority business enterprise participation in the construction contracts of the Authority. Through the setting of Minority Business Enterprise goals and careful monitoring of CONTRACTOR compliance, the Authority will ensure the fullest possible participation in construction activities by qualified minority and women-owned firms.

Some of the federal and state laws that provide the basis for Equal Employment Opportunity and Affirmative Action are:

1. Title VII, Civil Rights Act of 1964 (as amended by the Equal employment Opportunity Act of 1972): Prohibits employment discrimination because of race, color, sex, religion or national origin.

2. Executive Order 11246 (as amended by the Executive Order 11375): Requires Affirmative Action by all Federal CONTRACTORS and subcontractors and requires that all firms with Contracts over $50,000.00 and 50 or more employees develop and implement written programs.

3. Equal Act of 1963: Requires employers to provide equal pay for men and women performing similar work.

4. New York State Human Rights Law: Prohibits discrimination based on race, color, sex, age, creed, disability, national origin and marital status in employment matters.

5. Flynn Act: Guarantees disabled citizens protection against discrimination in housing, employment, public accommodations, training programs and non-sectarian education due to mental, physical or medical disability.

6. Title VI, Civil Rights Act of 1964: Prohibits discrimination based on race, color or national origin in all programs which receive Federal aid.

7. Title IX, Education Amendments Act of 1972: Prohibits sex discrimination against students of any educational institution receiving Federal financial aid.

A. MINORITY BUSINESS UTILIZATION COMMITMENT

The Erie County Water Authority has established the following business utilization rules which requires all prime CONTRACTORS awarded construction contracts let by the Erie County Water Authority to exemplify Affirmative Action to sub-contract to minority business enterprise (MBE). For the purpose of these regulations, the term "Minority Business Enterprise" refers to a business at least fifty-one percent (51%) of which is owned and controlled by minority group members. Minority group members are citizens of the United States who are Women, Blacks, Hispanics and Native Americans. MBE's must demonstrate current certification of a government agency.

The Authority has determined that a goal of ten percent (10%) of the total contract value represents a fair share of minority business utilization on each construction contract awarded.

Recipients of Authority construction Contracts must utilize minority-owned business sources for supplies, services and professional services, allowing these sources the maximum feasible opportunity to compete for Contracts, Subcontracts and third-tier Contracts to be performed, All prime CONTRACTORS awarded Authority Contracts estimated to exceed $100,000.00 must take positive steps to "afford fair opportunities to MBE's". Positive steps shall include, but not be limited to, (a) utilizing a source list of bona fide minority business enterprises, (b) solicitations of bids from MBE's particularly of those located in Erie County, (c) giving minority firms sufficient time to submit proposals in response to solicitations and (d) maintaining records showing minority business enterprises and specific efforts to identify and award Contracts to these Companies.

Each CONTRACTOR bidding on an Erie County Water Authority contract is to contact MBE's and solicit bids for various aspects of each project. The CONTRACTOR is to supply the Authority with information regarding contracts for services and products with minority business enterprises and the dollar amount of each contract on the Minority Business Utilization Report.

The Successful Bidder shall submit to the Authority the Minority Business Enterprise Utilization Report - Part A within one week of the bid opening. Part A includes a list of MBE's from whom the CONTRACTOR has solicited bids, or with whom the CONTRACTOR has signed a binding contractual agreement. The Authority will not consider a CONTRACTOR's bid where the CONTRACTOR fails to submit this report or where an examination of the report evidences failure by the CONTRACTOR to comply with the affirmative action requirements of the Contract.

In the event of a joint venture participating in this MBE Program, the Joint Venture Disclosure Affidavit must be submitted with Part A by all parties involved. Only to the extent that a minority business enterprise contributes to and is paid for its participation in a joint venture will that dollar be credited towards the 10% goal of minority participation in the Erie Country Water Authority MBE Program.

MBE's must be approved by the Erie County Water Authority before their participation may be credited toward the 10% goal. Where the proposed MBE is not approved by the Authority, an Authority MBE/Disclosure Affidavit must be filed with the Contract Compliance office. Forms and lists of certified MBE's can be obtained by calling Tamekia Hall, Director of EEO.

A Minority Business Enterprise Utilization Waiver Request may be completed and submitted with the Minority Business Enterprise Utilization Report - Part A to the Authority within one week of the bid opening. Waivers shall be granted only where the availability of MBE's in the market area of the project is less than the 10% goal.

Sufficient information must be provided on the Minority Business Enterprise Utilization Waiver Request to ascertain whether a waiver should be approved, conditionally approved or rejected by advice of the Equal Opportunity Office.

A waiver approval limits the CONTRACTOR's obligation to solicit MBE's for this particular project. It does not relieve the CONTRACTOR of MBE utilization for any other Erie County Water Authority project on which he submits a bid.

Conditional approval of the waiver request makes it necessary for the CONTRACTOR to continue soliciting MBE's for contracting purposes, after he has been declared the low bidder.

A MBE Utilization Waiver Request will be rejected if the CONTRACTOR:

1. fails to provide information on the Minority Business Enterprise Utilization Report with his bid.

2. provides fraudulent information of the MBE reports.

3. fails to make an honest good faith effort to recruit and contract with MBE's or

4. takes any other action which is contrary to the spirit and intent of the law.

THE INFORMATION PROVIDED ON THE MBE WAIVER REQUEST AND THE MBE UTILIZATION REPORT WILL BE CONSIDERED CONCURRENTLY TO DETERMINE IF A WAIVER SHOULD BE APPROVED, CONDITIONALLY APPROVED OR REJECTED.

The low bidder shall submit to the Authority, within one week of the bid opening, a schedule for minority business enterprise participation, with whom the CONTRACTOR intends to Subcontract, specifying the agreed price to be paid for such work, and identifying in detail the Contract item(s) or parts to be performed by each minority business enterprise. A letter of intent to enter into a Subcontract or purchase agreement, signed by the minority business, contingent upon the contract award, indicating the agreed upon price and scope of work, shall be provided, signed by both the CONTRACTOR and the minority business enterprise. The prime CONTRACTOR shall not substitute or delete the listed minority business enterprise without the written consent of the Erie County Water Authority.

In the event that the MBE goal for the contract is not met, the CONTRACTOR shall provide sufficient documentation to establish that every positive effort was made to identify, solicit and negotiate with MBE's in pursuit of the goal. Such documentation includes, but is not limited to, advertisement in minority-focused media, written contract with minority businesses indicating sufficient bidder's price along with evidence showing the work to be performed is the same, and not a reduced portion thereof.

The CONTRACTOR shall provide to the Erie County Water Authority copies of all subcontracts and/or purchase agreements with minority business enterprises within one week of the bid opening. A notice to proceed with construction shall not be issued until acceptable documentation is received.

When the project is thirty (30%) percent complete, the CONTRACTOR shall submit to the Authority the Minority Business Enterprise Utilization Report - Part B. Part B lists the MBE's on the project, the dollar amounts paid to that date and the estimated amount remaining to be spent.

The Minority Business Enterprise Utilization Report - Part C certifies the actual dollar amount expended to MBE's. Part C must be completed by the prime CONTRACTOR and submitted at the seventy-five (75%) percent payment level.

The Minority Business Enterprise Utilization Report - Part D certifies the total dollar amount expended to MBE's. Part D is to be submitted with the request for final payment.

In the event a CONTRACTOR fails to comply with these provisions the Authority may:

1. Summon the CONTRACTOR to a hearing
2. Withhold progress payments in part or in full
3. Cancel the contract.
4. Bar award of future Contracts until the CONTRACTOR can demonstrate that he will comply.

It is hereby the Erie County Water Authority's commitment to assure that on all contracts awarded, prime CONTRACTORS expend a fair share of the contract with bona fide minority businesses in accordance with the goals set forth by the Authority. Failure to comply with these provisions shall disqualify the bidder and shall constitute a breach of contract subject to all remedies available to the Authority.

The Prime CONTRACTOR and all minority Subcontractors are bound by all requirements as put forth in the Erie County Water Authority standard General Conditions and all modifications thereto contained in these Contract Specifications.

Listing of **AFFIRMATIVE ACTION FORMS ATTACHED:**

NAME OF FORM	PAGE NUMBER(S)
Minority Business Utilization Report-Part A	6 & 7
Waiver Request	8
Erie County Water Authority Minority Business Enterprise Joint Venture Disclosure Affidavit	9
Erie County Water Authority Minority Business Enterprise Utilization Report - Part B	10 & 11
Minority Business Enterprise Utilization Report - Part C	12
Minority Business Enterprise Utilization Report - Part D	13

ERIE COUNTY WATER AUTHORITY
MINORITY BUSINESS ENTERPRISE
UTILIZATION REPORT - PART A

This information must be submitted by the successful bidder within one week of bid opening.

COMPANY Amstar of Western New York, Inc.

AUTHORIZED REPRESENTATIVE William H. Mellick IV

ADDRESS 825 Rein Road, Cheektowaga, NY 14225

TELEPHONE NUMBER 716-204-9755

PROJECT NAME Storage Tank Refurbishing

PROJECT NUMBER 2018500177

I. List actions taken to identify, solicit, and contact Minority Business Enterprises (MBE) to bid on subcontracts on this project.

1. **See Enclosed Correspondence**
2.
3.
4.
5.
6.

II. List all bona fide Minority Business Enterprise, subcontractors, professional personnel, solicited, contracted, or presently negotiating a contract in accordance with the minority business utilization goal set forth by the Erie County Water Authority. (Attach additional sheets if necessary.)

MINORITY OWNED FIRM	SUPPLY/ SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTI-FICATION	CONTRACT EXECUTED	REASON NOT AWARDED
NAME: Iroquois Bar Corp ADDRESS: 155 Commerce Dr Lackawanna, NY 14218 TELE NO.716-270-0433 IRS NO. 16-1570355	Supply	$100,000.00	MBE	YES _____ NO XX	Pending Award
NAME: Naughton Energy Corp ADDRESS: 1898 Rt 940 Pocono Pines, PA 18350 TELE NO. 570-643-3797 IRS NO. 23-2372430	Supply	$10,000.00	MBE	YES _____ NO XX	Pending Award
NAME:_____ ADDRESS:_____ TELE NO._____ IRS NO._____				YES _____ NO _____	
NAME:_____ ADDRESS:_____ TELE NO._____ IRS NO._____				YES _____ NO _____	

PART A CONTINUED

III. Assistance offered by CONTRACTOR to MBE's as to bonding, union requirements, obtaining work capital etc...

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

IV. Total Dollar Amount to be subcontracted to Minority Business Enterprise(s): $ 110,000.00

V. Total Amount of Bid: $ $1,087,000.00

VI. MBE Percent (%) of project bid: 10%

VII. YOU MUST ATTACH COPIES OF RELEVANT CORRESPONDENCE AND DOCUMENTS INCLUDING RETURN RECEIPTS.

July 18, 2016
DATE

William H Mellen IV
SIGNATURE OF AUTHORIZED REPRESENTATIVE

Note: Within one week of the bid opening, this original form, together with a letter of intent to enter into a subcontract or purchase agreement, contingent upon the contract award, indicating the agreed upon price and scope of work, signed by both the CONTRACTOR and the Minority Business Enterprise, must be submitted to:

Lavonya Lester, Director of Equal Employment Opportunity (ECWA)
Erie County Water Authority
3030 Union Road
Buffalo, New York 14227

AMSTAR
OF WESTERN
NEW YORK INC.
825 Rein Road
Cheektowaga, NY 14225
(716) 204-9755 • Fax: (716) 204-9761
www.amstarwny.com

July 18, 2016

Lavonya Lester, Director of EEO
Erie County Water Authority
3030 Union Road
Buffalo, NY 14227

RE: Contract No. W-23
Storage Tank Refurbishing
ECWA Project No. 201500177

Dear Ms. Lester:

Amstar of Western New York, Inc. was notified by Erie County Water Authority on July 15, 2016 that we are the verified low bidder on the above referenced project. ECWA requested a completed Minority Business Enterprise Utilization Report – Part A be submitted to you. We have attached the original form for your review and approval.

This project involves blasting, interior painting and minor steel repairs of three (3) water storage tanks. This work requires specialized training and is going to be mostly self-performed by Amstar of Western New York. The only avenue available to us to comply with the Women and Minority Business Enterprise Policy is to purchase the materials required for this project through a minority suppliers.

Please call me at 253-6604 if you have any questions.

Sincerely,

William H Mellick IV

William H. Mellick IV
Vice President of Operations

AMSTAR OF WESTERN NEW YORK, INC.

WHM:ger
encl.

Letter of Intent

To: Erie County Water Authority
3030 Union Road
Buffalo, NY 14227

Date: July 19, 2016

Project Name and Number Contract No. W-23 Storage Tank Refurbishing

ECWA Project No. 201500177

Bid Amount: $1,087,000.00 M/WBE Goal: 10%

Amstar of Western New York, Inc. agrees to enter into a contractual agreement
Prime Contractor

with Iroquois Bar Corp., who will provide the following goods/
M/WBE Subcontractor

services in connection with the above referenced contract:

Supply Coating Materials, Equipment Rental & Related Materials

for an estimated amount of $ 100,000.00 totaling 9 % of the total contract value.

Iroquois Bar Corp. is currently certified with New York State
(M/WBE Subcontractor) and is able to function in the aforementioned capacity.

Amstar of Western New York, Inc.	Iroquois Bar Corp.
Prime Contractor	M/WBE Subcontractor

intend to work on the above-named contract in accordance with Appendix A of the M/WBE Section of the Erie County Water Authority Contract, contingent upon award of the contract to the aforementioned Prime Contractor.

Signed (Prime Contactor)	Signed (M/WBE Subcontractor)
William H. Mellick IV	TOM SAMS
Printed Signature	Printed Signature
Vice President 7/19/16	President 7-20-16
Title Date	Title Date

Letter of Intent

To: Erie County Water Authority
3030 Union Road
Buffalo, NY 14227

Date: July 19, 2016

Project Name and Number Contract No. W-23 Storage Tank Refurbishing

ECWA Project No. 201500177

Bid Amount: $1,087,000.00 M/WBE Goal: 10%

Amstar of Western New York, Inc. agrees to enter into a contractual agreement
Prime Contractor

with Naughton Energy Corp. who will provide the following goods/
M/WBE Subcontractor

services in connection with the above referenced contract:

Supply Fuel

for an estimated amount of $ 10,000.00 totaling 1 % of the total contract value.

Naughton Energy Corp. is currently certified with New York State
(M/WBE Subcontractor) and is able to function in the aforementioned capacity.

Amstar of Western New York, Inc.	Naughton Energy Corp.
Prime Contractor	M/WBE Subcontractor

Intend to work on the above-named contract in accordance with Appendix A of the M/WBE Section of the Erie County Water Authority Contract, contingent upon award of the contract to the aforementioned Prime Contractor.

William H Mellick IV	Marietta Naughton
Signed (Prime Contactor)	Signed (M/WBE Subcontractor)
William H. Mellick IV	Marietta Naughton
Printed Signature	Printed Signature
Vice President 7/19/16	President 7/20/16
Title Date	Title Date

WAIVER

COMPANY _____

ADDRESS _____

TELEPHONE NUMBER _____
(AREA CODE) (NUMBER)

1. CONTRACTOR has made a good faith effort to adopt subcontracting on this project to those trades, professions, supplies, etc. for which minority business enterprises bids could be solicited; and

2. The total percentage of the bids which could be Subcontracted in trades, professions, supplies, etc. for which minority business enterprises bids could be solicited is less than 10%.

A waiver, as provided for by the Erie County Water Authority is hereby requested on the grounds that there are no/insufficient (circle the appropriate term) minority business enterprise in the market area of this project which do subcontracting in the following fields (list all trades, professions, supplies, etc. which could be subcontracted on this project):

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

(use additional sheets if necessary)

If a partial waiver is granted the CONTRACTOR will make a good faith effort to meet the reduced goal.

_____ _____
DATE SIGNATURE OF AUTHORIZED REPRESENTATIVE OF COMPANY

Granted in whole _____

Granted in part _____

Comments _____

_____ / _____ _____
EQUAL OPPORTUNITY OFFICIAL TITLE DATE

_____ / _____ _____
LETTING DEPARTMENT REPRESENTATIVE TITLE DATE

ERIE COUNTY WATER AUTHORITY
MINORITY BUSINESS ENTERPRISE
JOINT VENTURE DISCLOSURE AFFIDAVIT

To Be Submitted With Part A
Where Applicable

Joint Ventures: _____
Name: _____
Address: _____
Principal Office: _____
Office Phone: _____
Home Phone: _____

Percent of minority ownership in terms of profit and loss sharings:

Capital contributions by each joint venture and accounting therefore:

Equipment and supply contributions by each joint venturer and accounting therefore:

Any ownership options for ownership or loans between the joint venturers - identify terms thereof:

How and by whom the on-site work will be supervised and administered:

I,_____, as representative of _____Company, do hereby swear or affirm that I am authorized to act on its behalf and that in this capacity and to the best of my knowledge and belief, the information provided herewith relevant to the joint venture of _____ is accurate, complete and current, and fairly represents the joint venture; further, that I have personally reviewed the material and assured myself of its accuracy. It is recognized and acknowledged that the statements herein are being given under oath and any material misrepresentation will be grounds for terminating any contract which may be awarded in reliance hereon.

_____
SIGNATURE

ERIE COUNTY WATER AUTHORITY
MINORITY BUSINESS ENTERPRISE UTILIZATION REPORT - PART B

CONTRACTOR_____ CONTRACT NAME_____

I. List all bona fide minority business enterprises, Subcontractors, suppliers, professional personnel, or joint venture firms, with whom you have entered into a binding agreement in accordance with the Minority Business Utilization Goal set forth by the Erie County Water Authority. Include minority trucking firms that will be utilized and included and estimated dollar amount. This information must be submitted to the Erie County Water Authority when the project is 30% complete.

(USE REVERSE SIDE IF MORE SPACE IS NEEDED) MINORITY OWNED FIRMS	TYPE OF WORK	DATE CONTRACT EXECUTED	TOTAL EXPENDED TO DATE	AMOUNT REMAINING
NAME:_____ ADDRESS:_____ _____ IRS #:_____				
NAME:_____ ADDRESS:_____ _____ IRS #:_____				

*Erie County Water Authority reserves the right to require documentation including, but not limited to, canceled checks to verify these amounts:

II. Total Dollar Amount to be Subcontracted to minority Business Enterprise(s): $_____

III. Total dollar amount expended to date: $_____

IV. Total amount of bid: $_____

V. MBE Percent (%) of project bid: $_____

I, _____ as an official representative of_____ _____, do hereby certify that the information listed above is correct and complete.

_____ NAME

_____ TITLE

_____ DATE

PART B CONTINUED

(USE REVERSE SIDE IF MORE SPACE IS NEEDED) MINORITY OWNED FIRMS	TYPE OF WORK	DATE CONTRACT EXECUTED	TOTAL EXPENDED TO DATE	AMOUNT REMAINING
NAME:_____ ADDRESS:_____ _____ IRS #:_____				
NAME:_____ ADDRESS:_____ _____ IRS #:_____				
NAME:_____ ADDRESS:_____ _____ IRS #:_____				
NAME:_____ ADDRESS:_____ _____ IRS #:_____				
NAME:_____ ADDRESS:_____ _____ IRS #:_____				
NAME:_____ ADDRESS:_____ _____ IRS #:_____				
NAME:_____ ADDRESS:_____ _____ IRS #:_____				
NAME:_____ ADDRESS:_____ _____ IRS #:_____				
NAME:_____ ADDRESS:_____ _____ IRS #:_____				

MINORITY BUSINESS ENTERPRISE UTILIZATION REPORT - PART C
CERTIFICATION OF EXPENDITURES TO MBE's

(To be completed by the prime CONTRACTOR and submitted at the 75% payment level)

CONTRACTOR _____ CONTRACT: _____

MBE	PART B CONTRACT AMOUNT OF ESTIMATE	TOTAL EXPENDED TO DATE	ESTIMATED AMOUNT REMAINING

* Erie County Water Authority reserves the right to require documentation including, but not limited to, canceled checks to verify these amounts.

I, _____

_____as an official representative of _____,

do hereby certify that the information listed above is correct and complete.

_____
NAME

_____
TITLE

_____
DATE

MINORITY BUSINESS ENTERPRISE UTILIZATION REPORT - PART D

FINAL CERTIFICATION OF EXPENDITURES TO MBE's

(to be completed by the prime CONTRACTOR and submitted with the request for final payment)

CONTRACTOR: _____ CONTRACT: _____

MBE	TOTAL AMOUNT EXPENDED

TOTAL OF ALL MBE SUB-CONTRACTS $_____

AMOUNT OF CONTRACT _____

FINAL MBE PERCENTAGE _____

I, _____, as an official representative of _____, do hereby certify that the information listed above is correct and complete.

_____
NAME

_____
TITLE

_____
DATE

ACCOUNTABILITY

The CONTRACTOR shall be fully accountable for its performance under this contract and agrees to answer under oath all questions relevant to the performance thereof and to any transaction, act, or omission had, done or omitted in connection therewith if called before the Erie County Water Authority, any Judicial, County or State Officer or agency empowered to investigate the Contract or its performance.

APPENDIX B
INSURANCE REQUIREMENTS

Erie County Water Authority Insurance Requirements for Contracting Services

Project Number: 201500177

Description: Storage Tank Refurbishing - Contract #W-23.

The following minimum insurance requirements shall apply to contractors providing services to the Erie County Water Authority (ECWA). If a service or project, in the opinion of ECWA, represents an unusual or exceptional risk, ECWA may establish additional insurance requirements for that service or project. All insurance required herein shall be obtained at the sole cost and expense of the contractor, including deductibles and self-insured retentions, and shall be in full force and effect on the contract commencement date and for the duration of the contract. These requirements include but are not limited to the minimum insurance requirements.

An X indicates insurance coverage is required.

X **Commercial General Liability Insurance**: (including, but not limited to, Bodily (Personal) Injury, Premises Operations, Property Damage Liability (broad form), Contractual Liability, Advertising Injury, Independent Contractors, Product Liability, Completed Operations Liability and Explosion, Collapse and Underground Coverage) – in an amount not less than $1,000,000 combined single limit and $2,000,000 in the aggregate:

___ **Per Policy**

X **Per Project or Job**

___ **Per Location**

There should be no exclusions for any claims filed, actual or alleged, for violation of any applicable statute including, but not limited to, the New York State or federal labor laws, ordinances, administrative orders, executive orders, rules, regulations, or decrees of any court of competent jurisdiction.

X **Commercial Business Automobile Insurance** in an amount of not less than $1,000,000 each accident and shall cover liability arising out of any automobile owned, leased, hired, borrowed and non-owned automobiles. Additionally, if vehicles are used for transporting hazardous materials, the contractor shall obtain and maintain the "broadened" coverage (endorsement CA 99 48), as well as proof of MCS 90 04 00.

X **Excess Umbrella Liability Insurance** in an amount of not less than:

___ $1,000,000 in the aggregate

___ $2,000,000 in the aggregate

___ $3,000,000 in the aggregate

___ $4,000,000 in the aggregate

X $5,000,000 in the aggregate

___ **Per Policy**

X **Per Project or Job**

___ **Per Location**

X **All-Risk Installation Floater**: Builder's risk completed value form based on the total value of the project, providing coverage for work performed, equipment, supplies and materials at the project location, as well as any off-site storage location.

X **Pollution Legal Liability Insurance** in an amount of not less than:

___ $1,000,000 in the aggregate

___ $2,000,000 in the aggregate

___ $3,000,000 in the aggregate

___ $4,000,000 in the aggregate

X $5,000,000 in the aggregate

___ **Per Policy**

X **Per Project or Job**

___ **Per Location**

And, if disposal of materials is involved, the disposal site operator must carry

Pollution Legal Liability Insurance in an amount of not less than:

___ $1,000,000 in the aggregate

___ $2,000,000 in the aggregate

___ $3,000,000 in the aggregate

___ $4,000,000 in the aggregate

_X_ $5,000,000 in the aggregate

___ **Per Policy**

_X_ **Per Project or Job**

___ **Per Location**

_X_ **Workers' Compensation and Employers' Liability and New York State Disability Benefits Insurances,** as required by New York State statute. If employees of the contractor will be working on or near navigable waters, US Longshore and Harbor Workers Compensation Act endorsement must be included.

Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be submitted to ECWA prior to the award of contract. Renewals of Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be received by ECWA 30 days prior to the expiration of the insurance policy period.

Certificates of Insurance and renewals, on forms approved by the New York State Department of Insurance, must be submitted to ECWA prior to the award of contract. Each insurance carrier issuing a Certificate of Insurance shall be rated by A. M. Best no lower than "A-" with a Financial Strength Code (FSC) of at least VII. The professional service provider shall name ECWA, its officers, agents and employees as additional insured on a Primary and Non-Contributory Basis, including a Waiver of Subrogation endorsement (form CG 20 26 11 85 or equivalent), on all applicable liability policies. Any liability coverage on a "claims made" basis should be designated as such on the Certificate of Insurance.

To avoid confusion with similar insurance company names and to properly identify the insurance company, please make sure that the insurer's National Association of Insurance Commissioners (N.A.I.C.) identifying number or A. M. Best identifying number appears

on the Certificate of Insurance. Also, at the top of the Certificate of Insurance, please list the project number.

Acceptance of a Certificate of Insurance and/or approval by ECWA shall not be construed to relieve the outside vendor of any obligations, responsibilities or liabilities.

Certificates of Insurance should be e-mailed to AALESSI@ECWA.ORG. or mailed to Mr. Anthony Alessi, ECWA Claims Representative/Risk Manager, Erie County Water Authority, 295 Main Street – Room 350, Buffalo, New York 14203-2494, or If you have any questions you can contact Mr. Alessi by e-mail or phone (716) 849-8477.

Please refer to the bid and the contract document(s) for additional information regarding insurance requirements.

AMSTOFW-01 JPATTERSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/19/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # BR-632443 Lawley Construction Solutions 361 Delaware Avenue Buffalo, NY 14202	CONTACT NAME: PHONE (A/C, No, Ext): 1 (716) 849-8618 FAX (A/C, No): 1 (716) 849-8291 E-MAIL ADDRESS:
INSURED Amstar of Western New York Inc 825 Rein Road Cheektowaga, NY 14225	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Zurich American Insurance Co 16535 INSURER B : James River Insurance Co 12203 INSURER C : American Zurich Insurance Co 40142 INSURER D : Navigators Insurance Company 42307 INSURER E : The Phoenix Ins Co 25623 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	X	X	GLO551383303	05/01/2016	05/01/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X	X	BAP551383403	05/01/2016	05/01/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	00055064-4	05/01/2016	05/01/2017	EACH OCCURRENCE AGGREGATE Per Proj Agg	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC450360104	05/01/2016	05/01/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Pollution/Asbestos			NY16ECP0A5U1INV	05/01/2016	05/01/2017	1,000,000/	2,000,000
E	Installation/Builder			QT6602H846388PXH16	05/01/2016	05/01/2017	Ded - $1,000	2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Contract W-23 Storage Tank Refurbishing ECWA Project No. 201500177
Note: Excess Liability #00055064-4 (James River Ins Co) is excess over the Pollution Liability through Navigators for a total of 6m occ/7m agg.

Erie County Water Authority is an additional insured under general liability, auto and umbrella, for work performed by the named insured, when required by executed written contract. Coverage is primary & non contributing.

Policies contain blanket waiver of subrogation.
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER	CANCELLATION
Erie County Water Authority 295 Main St, Suite 350 Buffalo, NY 14203	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: AMSTOFW-01 JPATTERSON

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # BR-632443	NAMED INSURED
Lawley Construction Solutions		Amstar of Western New York Inc 825 Rein Road Cheektowaga, NY 14225
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Policies contain 30 day notice of cancellation except 10 days for non payment of premium

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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH®

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: AMSTAR OF WESTERN NEW YORK, INC.

Address (including ZIP Code):

825 REIN RD

CHEEKTOWAGA, NY 14225

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

C. The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

2. We receive written notice of a claim or "suit" as soon as practicable; and

3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH®

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: AMSTAR OF WESTERN NEW YORK, INC.

Address (including ZIP Code):

825 REIN RD

CHEEKTOWAGA, NY 14225

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

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1. Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH®

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

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Named Insured: AMSTAR OF WESTERN NEW YORK, INC.

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825 REIN RD

CHEEKTOWAGA, NY 14225

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1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

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a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH®

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

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2. The acts or omissions of those acting on your behalf,

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a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

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E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

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1. Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Amstar of Western New York Inc 825 Rein Road Cheektowaga, NY 14225 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1 b. Business Telephone Number of Insured 716-204-9755 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 16-1442551
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Erie County Water Authority 295 Main Street Buffalo, NY 14203	3a. Name of Insurance Carrier American Zurich Insurance Co 3b. Policy Number of entity listed inbox "la" WC450360104 3c. Policy effective period 05/01/16 to 05/01/17 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "T' insures the business referenced above in box "la" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☒ YES ☐ NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: William Lawley Jr
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 7/19/16
(Signature) (Date)

Title: Managing Partner

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-849-8618

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

STATE OF NEW YORK
WORKERS 'COMPENSATION BOARD

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only) Amstar of Western New York Inc 825 Rein Road Cheektowaga, NY 14225-2413	1b. Business Telephone Number of Insured (716) 204-9755 1c. NYS Unemployment Insurance Employer Registration Number of Insured 4611466 1d. Federal Employer Identification Number of Insured or Social Security Number 16-1442551
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Erie County Water Authority 295 Main Street Buffalo, NY 14203	3a. Name of Insurance Carrier ShelterPoint Life Insurance Company 3b. Policy Number of entity listed in box "I a", D457640 3c. Policy effective period: 1/1/2016 to 1/1/2017

4. Policy covers:

a. ☑ All of the employer's employees eligible under the New York Disability Benefits Law

b. ☐ Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed 7/19/2016 By _____

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 716-849-8618 Title Managing Partner

IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)

State Of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____

(Signature of NYS Workers' Compensation Board Employee)

Telephone Number _____ Title _____

Please Note: *Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB- 120. 1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (12.13)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3 " on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder inbox "2". ***This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box "3c"***

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the pan of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.

Erie County Water Authority
ACORD Endorsement Samples

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Copyright, Insurance Services Office, Inc., 1984
 ☐

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

SAMPLE ISO FORM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO, MOTOR CARRIER AND TRUCKERS COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. Exclusion **B.6.** Care, Custody Or Control does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement; or
2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

SAMPLE ISO FORM

 © ISO Properties, Inc., 2000 □

FORM MCS 90 04 00

ENDORSEMENT FOR
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 and 30 OF THE MOTOR CARRIER ACT OF 1980

OMB No. 2126-008

Issued to

of

Dated at
This day of

Amending Policy No. _____ Effective Date _____

Telephone Number _____ Countersigned by _____
Authorized Company Representative

Name of Insurance Company _____

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "☒", for the limits shown:

☐ This insurance is primary and the company shall not be liable for amounts in excess of $_____ for each accident.

☐ This insurance is excess and the company shall not be liable for amounts in excess of $_____ for each accident in excess of the underlying limit of $_____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is:

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

ENVIRONMENTAL RESTORATION means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

FORM MCS 90 04 00

ENDORSEMENT FOR
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 and 30 OF THE MOTOR CARRIER ACT OF 1980

OMB No. 2126-008

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo.

It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately, to each accident, and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

THE SCHEDULE OF LIMITS SHOWN ON THE NEXT PAGE DOES NOT PROVIDE COVERAGE.

The limits shown in the schedule are for information purposes only.

FORM MCS 90 04 00

ENDORSEMENT FOR
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 and 30 OF THE MOTOR CARRIER ACT OF 1980

OMB No. 2126-008

SCHEDULE OF LIMITS
Public Liability

	Type of Carriage	Commodity Transported	Minimum Insurance
(1)	For-hire (In interstate or foreign commerce).	Property (nonhazardous).	$ 750,000
(2)	For-hire and Private (In interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials; any quantity of Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	5,000,000
(3)	For-hire and Private (In interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	1,000,000
(4)	For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	5,000,000

APPENDIX C
PREVAILING WAGE RATE SCHEDULE

APPENDIX C

WAGE RATES

ERIE COUNTY WATER AUTHORITY

INSTRUCTIONS AND SCHEDULE OF MINIMUM WAGE RATES ISSUED BY NEW YORK STATE LABOR DEPARTMENT

No laborer, worker or mechanic in the employ of the CONTRACTOR or a Subcontractor or other person doing or contracting to do a whole or a part of the work contemplated by this agreement, shall be permitted or required to work more than eight (8) hours in any calendar day, or more than five (5) days in any one week, except in cases of extraordinary emergency caused by fire, flood, or damages to life and property.

The wages to be paid for a legal day's work to laborers, workmen or mechanics under this agreement, shall not be less than the prevailing rate of wages as defined and determined by the Industrial Commissioner of the State of New York, a schedule of which is attached to this contract and made a part thereof, with the same force and effect as though set forth in full herein.

In the performance of the work the CONTRACTOR shall give preference to citizens of the State of New York who have been residents for at least twelve (12) months immediately prior to the commencement of their employment, and persons other than citizens may be employed when citizens of the State of New York are not available. If the above provisions of this contract and the provisions of Sec. 222 of the Law of the State of New York are not complied with, this contract Labor shall be void.

In the hiring of employees for the performance of work under this contract or by subcontract hereunder, the CONTRACTOR or subcontractor, or any persons acting on behalf of the CONTRACTOR or subcontractor, shall not by any reason of race or color discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color.

There may be deducted from the amount payable to the CONTRACTOR by the Water Authority, under this contract, a penalty of five dollars ($5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract.

This contract may be cancelled or terminated by the Water Authority and all monies due or to become due hereunder may be forfeited for a second or subsequent violation of the terms or conditions of the preceding paragraph of this contract.

PUBLIC WORKS - FAILURE TO PAY PREVAILING WAGE

EXCLUSION FROM CONTRACTING OR SUBCONTRACTING

CHAPTER 147

A. 7314-A

Memorandum relating to this chapter, see Legislative Memoranda, post.

Approved may 24, 1991, effective as provided in Section 3.

An act to amend the labor law, in relation to debarment of public building service CONTRACTORS

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

SECTION 1:

Paragraph b of Subdivision 3 of Section 220-b of the Labor Law, as amended by Chapter 651 of the Laws of 1989, is amended to read as follows:

b. When two final determinations have been rendered against a CONTRACTOR or subcontractor and/or its successor within any consecutive six-year period determining that such CONTRACTOR or subcontractor and/or its successor has willfully failed to pay the prevailing rate of wages or to provide supplements in accordance with this article, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public work projects are rendered simultaneously, such CONTRACTOR or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract with the state, any municipal corporation or public body for a period of five years from the second final determination. For purposes of this article, a successor shall mean an employer engaged in work substantially similar to that of the predecessor, where there is substantial continuity of operation with that of the predecessor.

SECTION 2:

Subdivision 7 of Section 235 of the labor Law, as added by Chapter 777 of the Laws of 1971, is amended to read ad follows:

7. When, pursuant to the provisions of this section two final orders have been entered against a CONTRACTOR or subcontractor and/or its successor within any consecutive six-year period determining that such CONTRACTOR or subcontractor and/or its successor has willfully failed to pay the prevailing wages in accordance with the provisions of this article, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public building service contracts are rendered simultaneously, such CONTRACTOR or subcontractor and/or its successor, and if the CONTRACTOR or subcontractor and/or its successor is a corporation, any officer of such corporation who knowingly participated in such failure, shall be ineligible to submit a bid on or be awarded any public building service work for a period of five years from the date of the second order. For purposes of this article, a successor shall mean an employer engaged in work substantially similar to that of the predecessor, where there is substantial continuity of operation with that of the predecessor. Nothing of this subdivision shall be construed as affecting any provision of any other law or regulation relating to the awarding of public contracts.

SECTION 3:

This act shall take effect 60 days after the date upon which it shall have become a law and shall apply to any conduct occurring after such date.

STATE OF NEW YORK
DEPARTMENT OF LABOR

NOTICE TO ALL PUBLIC OFFICIALS IN CHARGE OF
PUBLIC WORK CONSTRUCTION AND ALL CONTRACTORS
AND SUBCONTRACTORS ENGAGED IN PUBLIC WORKS
CONSTRUCTION IN THE STATE OF NEW YORK

Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, provides, among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of wages to be paid to all laborers, workmen and mechanics employed on public work projects including supplements for welfare, pension, vacation and other benefits. These supplements may include hospital, surgical or medical insurance or benefits; life insurance or death benefits; accidental death or dismemberment insurance; and pension or retirement benefits. If the amount of supplements provided by the employer is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to employees.

Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, also provides that the supplements to be provided to laborers, workmen and mechanics upon public works "shall be in accordance with the prevailing practices in the locality..." The amount for supplements listed on the enclosed schedule does not necessarily include all types of prevailing supplements in the locality, and a future determination of the Industrial Commissioner may require the CONTRACTOR to provide additional supplements.

The CONTRACTOR shall provide statutory benefits for disability benefits, workmen's compensation, unemployment insurance and Social Security.

The substance of this notice should be included in your contract.

Signed - Dr. Philip Ross
INDUSTRIAL COMMISSIONER

PW-39 (5-56)

Article 8 of the New York State Labor Law was amended on July 15, 1983 to provide that wages for Public Projects are to be paid pursuant to the existing Bargaining Agreement in the area where the work is to be performed.

Wages are to be paid on this project as hereinafter set forth or pursuant to the Collective Bargaining Agreement in effect in Erie County, whichever are higher.

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

(a) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, sex, age, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, age, color or national origin or because a person has opposed any practices forbidden under these sections or because he filed a complaint, testified, or assisted in any proceeding under these sections. Such action shall be taken with reference, but not limited to: recruitment, employment, classification, job assignment, promotion, upgrading, demotion, transfer, layoff, discharge, expulsion or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

(b) The CONTRACTOR will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the CONTRACTOR'S agreement under clauses (a) through (h) (hereinafter called "non-discrimination clauses) and requesting such labor union or representative to agree in writing, whether in such collective bargaining or other agreement or understanding or otherwise, that such labor union or representative will not discriminate against any member or applicant for membership because of race, creed, sex, age, color or national origin, and will take affirmative action to insure that they are afforded equal membership opportunities without discrimination because of race, creed, sex, age, color or national origin. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, classification, demotion, transfer, layoff, discharge, expulsion or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. Such notice shall be given by the CONTRACTOR prior to the commencement of performance of this contract. Such written agreement shall be made by such labor union or representative prior to the commencement of performance of this contract, unless such labor union or representative fails or refuses so to agree in writing, in which event the CONTRACTOR shall promptly notify the State Commission for Human Rights of such failure or refusal.

(c) The CONTRACTOR will post and keep posted in conspicuous places, available to employee's and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine.

(d) The CONTRACTOR will state, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, sex, age, color or national origin.

(e) The CONTRACTOR will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

(f) This contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the CONTRACTOR has not complied with these non-discrimination clauses, and the CONTRACTOR may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfied the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the CONTRACTOR and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

(g) If this contract is cancelled or terminated under clause (f), in addition to other rights of the Erie County Water Authority provided in this contract upon its breach by the CONTRACTOR, the CONTRACTOR will hold the Erie County Water Authority harmless against any additional expenses or costs incurred by the Authority in completing the work or in purchasing the services, materials, equipment or supplies contemplated by this contract, and the Erie County Water Authority may withhold payments from the CONTRACTOR in an amount sufficient for this purpose and recourse may be had against the surety on the performance bond if necessary.

(h) The CONTRACTOR will include the provisions of clauses (a) through (g) in every subcontract or purchase order in such manner that provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The CONTRACTOR will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for noncompliance. If the CONTRACTOR becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR shall promptly so notify the Attorney General and Attorney for the Erie County Water Authority, requesting them to intervene and protect the interest of the State of New York and the Erie County Water Authority.

Andrew M. Cuomo, Governor

Mario J. Musolino, Acting, Commissioner

Erie County Water Authority

Carol Wittcop, Project Assistant
Wendel Companies
375 Essjay Road
Suite 200
Williamsville NY 14221

Schedule Year 2015 through 2016
Date Requested 05/05/2016
PRC# 2016004393

Location Various
Project ID# Contract W-23
Project Type The Erie County Water Authority will receive separate, sealed bids for the furnishing of all labor, plant, tools, equipment and specified materials, etc. for Erie County Water Authority Contract W-23,

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2015 through June 2016. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.state.ny.us. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

Both the PW 16 and PW 200 forms are available for completion online.

Hours

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

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "4 Day / 10 Hour Work Schedule" form (PW 30R).

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.state.ny.us.

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

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

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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

Andrew M. Cuomo, Governor

Mario J. Musolino, Acting, Commissioner

Erie County Water Authority

Carol Wittcop, Project Assistant
Wendel Companies
375 Essjay Road
Suite 200
Williamsville NY 14221

Schedule Year 2015 through 2016
Date Requested 05/05/2016
PRC# 2016004393

Location	Various
Project ID#	Contract W-23
Project Type	The Erie County Water Authority will receive separate, sealed bids for the furnishing of all labor, plant, tools, equipment and specified materials, etc. for Erie County Water Authority Contract W-23,

Notice of Contract Award

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

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

Contractor Information
All information must be supplied

Federal Employer Identification Number: _____

Name: _____

Address: _____

_____

City: _____ State: _____ Zip: _____

Amount of Contract: $_____

Approximate Starting Date: ____/____/____

Approximate Completion Date: ____/____/____

Contract Type:
- [ ] (01) General Construction
- [ ] (02) Heating/Ventilation
- [ ] (03) Electrical
- [ ] (04) Plumbing
- [ ] (05) Other : _____

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

IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

Social Security Numbers on Certified Payrolls

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

For these reasons, ***the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor.***

NOTE: This change does not affect the Department's ability to request and receive the entire social security number from employers during the course of its public work / prevailing wage investigations.

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

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1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12240

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

Construction Industry
Fair Play Act

Required Posting For Labor Law
Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site.

Failure to post the notice can result in penalties of up to $1,500 for a first offense and up to $5,000 for a second offense.

The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, www.labor.ny.gov.

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

New York State Department of Labor
Required Notice under Article 25-B of the Labor Law

ATTENTION ALL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS:
YOU ARE COVERED BY THE
CONSTRUCTION INDUSTRY FAIR PLAY ACT

The law says that you are an employee unless:

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

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

IT IS AGAINST THE LAW FOR AN EMPLOYER TO MISCLASSIFY EMPLOYEES AS INDEPENDENT CONTRACTORS OR PAY EMPLOYEES OFF-THE-BOOKS.

Employee rights. If you are an employee:

- You are entitled to state and federal worker protections such as
  - unemployment benefits, if unemployed through no fault of your own, able to work, and otherwise qualified
  - workers' compensation benefits for on-the-job injuries
  - payment for wages earned, minimum wage, and overtime (under certain conditions)
  - prevailing wages on public work projects
  - the provisions of the National Labor Relations Act and
  - a safe work environment
- It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor:

- You must pay all taxes required by New York State and Federal Law.

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

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

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at 1(866)435-1499 or send an email to dol.misclassified@labor.state.ny.us. All complaints of fraud and violations are taken seriously and you can remain anonymous.

Employer Name:

IA 999 (09/10)

WORKER NOTIFICATION

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

Effective February 24, 2008

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

* In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

(11.11)

New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A: PUBLIC WORK PROJECT

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

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at: www.labor.ny.gov

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

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 775-3568	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

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

Contractor Name: _____

Project Location: _____

OSHA 10-hour Construction

Safety and Health Course – S1537-A

Effective July 18, 2008

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least $250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least $250,000.00, contain a provision of this requirement.

NOTE: ***The OSHA 10 Legislation only applies to workers on a public work project that are required, under Article 8, to receive the prevailing wage.***

Where to find OSHA 10-hour Construction Course

1. NYS Department of Labor website for scheduled outreach training at:

   www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITE_CONSULTATION.shtm

2. OSHA Training Institute Education Centers:

   Rochester Institute of Technology OSHA Education Center
   Rochester, NY
   Donna Winter
   Fax (585) 475-6292
   e-mail: dlwtpo@rit.edu
   (866) 385-7470 Ext. 2919
   www.rit.edu/~outreach/course.php3?CourseID=54

   Atlantic OSHA Training Center
   UMDNJ – School of Public Health
   Piscataway, NJ
   Janet Crooks
   Fax (732) 235-9460
   e-mail: crooksje@umdnj.edu
   (732) 235-9455
   https://ophp.umdnj.edu/wconnect/ShowSchedule.awp?~~GROUP~AOTCON~10~

   Atlantic OSHA Training Center
   University at Buffalo
   Buffalo, New York
   Joe Syracuse
   Fax (716) 829-2806
   e-mail:mailto:japs@buffalo.edu
   (716) 829-2125
   http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php

   Keene State College
   Manchester, NH
   Leslie Singleton
   e-mail: lsingletin@keene.edu
   (800) 449-6742
   www.keene.edu/courses/print/courses_osha.cfm

3. List of trainers and training schedules for OSHA outreach training at:

   www.OutreachTrainers.org

Requirements for OSHA 10 Compliance

Chapter 282 of the Laws of 2007, codified as Labor Law 220-h took effect on July 18, 2008. The statute provides as follows:

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-485-5696.

WICKS Reform 2008

(For all contracts advertised or solicited for bid on or after 7/1/08)

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from $50,000 to: $3 million in Bronx, Kings, New York, Queens and Richmond counties; $1.5 million in Nassau, Suffolk and Westchester counties; and $500,000 in all other counties.

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

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

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

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

- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.

Instructions for Completing Form PW30R

"Employer Registration for Use of 4 Day / 10 Hour Work Schedule"

Before completing Form PW30R check to be sure ...

- There is a *Dispensation of Hours* in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Instructions (Type or Print legibly):

Contractor Information:

- Enter the Legal Name of the business, FEIN, Street Address, City, State, Zip Code; the Company's Phone and Fax numbers; and the Company's email address (if applicable)
- Enter the Name of a Contact Person for the Company along with their Phone and Fax numbers, and the personal email address (if applicable)

Project Information:

- Enter the Prevailing Rate Case number (PRC#) assigned to this project
- Enter the Project Name / Type (i.e. Smithtown CSD – Replacement of HS Roof)
- Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown,NY; Bldgs. 1 & 2)
- If you are a Subcontractor, enter the name of the Prime Contractor for which you work
- On the Checklist of Job Classifications -
  - Go to pages 2 and 3 of the form
  - Place a checkmark in the box to the right of the Job Classification you are choosing
  - Mark all Job Classifications that apply

    ****Do not write in any additional Classifications or Counties.****

Requestor Information:

- Enter the name of the person submitting the registration, their title with the company , and the date the registration is filled out

Return Completed Form:

- **Mail** the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 ***-OR -***
- **Fax** the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work at (518)485-1870

New York State Department of Labor
Bureau of Public Work
W. Averell Harriman State Office Campus
Building 12 - Room 130
Albany, New York 12240
Phone - (518) 457-5589 Fax - (518) 485-1870

Employer Registration for Use of 4 Day / 10 Hour Work Schedule

Before completing Form PW30R check to be sure ...
There is a *Dispensation of Hours* in place on the project.
The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Please Type or Print the Requested Information

When completed ...
Mail to NYSDOL Bureau of Public Work, SOBC, Bldg. 12, Rm.130, Albany, NY 12240
-or-
Fax to NYSDOL Bureau of Public Work at (518) 485-1870

Contractor Information

Company Name: _____ FEIN: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number _____ Fax Number: _____ Email Address: _____

Contact Person: _____

Phone No: _____ Fax No: _____ Email: _____

Project Information

Project PRC#: _____ Project Name/Type: _____

Exact Location
of Project: _____ County: _____

(If you are Subcontractor)
Prime Contractor Name: _____

Job Classification(s) to Work 4/10 Schedule: *(Choose all that apply on Job Classification Checklist - Pages 2 & 3)*
**** Do not write in any additional Classifications or Counties****

Requestor Information

Name: _____

Title: _____ Date : _____

Please use the list below with the number assigned to each county as a reference to the corresponding numbers listed in the following pages under "Entire Counties" & "Partial Counties".

1. Albany County
2. Allegany County
3. Bronx County
4. Broome County
5. Cattaraugus County
6. Cayuga County
7. Chautauqua County
8. Chemung County
9. Chenango County
10. Clinton County
11. Columbia County
12. Cortland County
13. Delaware County
14. Dutchess County
15. Erie County
16. Essex County
17. Franklin County
18. Fulton county
19. Genesee County
20. Greene County
21. Hamilton County
22. Herkimer County
23. Jefferson County
24. Kings County (Brooklyn)
25. Lewis County
26. Livingston County
27. Madison County
28. Monroe County
29. Montgomery County
30. Nassau County
31. New York County (Manhattan)
32. Niagara County
33. Oneida County
34. Onondaga County
35. Ontario County
36. Orange County
37. Orleans County
38. Oswego County
39. Otsego County
40. Putnam County
41. Queens County
42. Rensselaer County
43. Richmond County (Staten Island)
44. Rockland County
45. Saint Lawrence County
46. Saratoga County
47. Schenectady County
48. Schoharie County
49. Schuyler County
50. Seneca County
51. Steuben County
52. Suffolk County
53. Sullivan County
54. Tioga County
55. Tompkins County
56. Ulster County
57. Warren county
58. Washington County
59. Wayne County
60. Westchester County
61. Wyoming County
62. Yates County

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Carpenter-Building	276B-All	7	2 ,5	
Carpenter-Building	276B-Cat	15	5	
Carpenter - Building	276-B--LIV	26, 28, 35, 59	61	
Carpenter-Building	276B-Gen	19, 32, 37	61	
Carpenter-Floor Layers	276B-FL-Liv	26, 28, 35, 59	61	
Carpenter-Heavy&Highway	276HH-All	2, 5, 7		
Carpenter-Heavy&Highway	276HH-Erie	15		
Carpenter-Heavy&Highway	276HH- Gen	19, 32, 37, 61		
Carpenter-Heavy&Highway	276HH-Liv	26, 28, 35, 59		
Carpenter-Residential	276R-All	7	2, 5	
Carpenter - Building	277B-Bro	4, 54		
Carpenter - Building	277B-CAY	6, 50, 62		
Carpenter - Building	277B-CS	8, 12, 49, 51, 55	2	
Carpenter - Building	277 JLS	23, 25, 45		
Carpenter - Building	277 omh	22, 27, 33		
Carpenter - Building	277 On	34		
Carpenter - Building	277 Os	38		
Carpenter - Building	277CDO Bldg	9, 13, 39		
Carpenter - Heavy&Highway	277CDO HH	9, 13, 39		
Carpenter - Heavy&Highway	277HH-BRO	4, 6, 8, 12, 49, 50, 51, 54, 55, 62,22, 23, 25, 27, 33, 34, 38, 45		
Carpenter - Building	291B-Alb	1, 18, 20, 29, 42, 47, 48		
Carpenter - Building	291B-Cli	10, 16, 17		
Carpenter - Building	291B-Ham	21, 57, 58		
Carpenter - Building	291B-Sar	46		
Carpenter - Heavy&Highway	291HH-Alb	1, 10, 16, 17,18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Electrician	25m	30, 52		
Electrician-Teledata Cable Splicer	43	12, 22, 27, 33, 38	6, 9, 34, 39, 55, 59	

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Electrician	86	26, 28	19, 35, 37, 59, 61	☐
Electrician	840Teledata and 840 Z1	62	6, 34, 35, 50, 59	☐
Electrician	910	10, 16, 17, 23, 25, 45		☐
Electrician Lineman	1049Line/Gas	30, 41, 52		☐
Electrician Lineman	1249a	1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 36, 37, 38, 39, 40, 42, 44, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 56, 57, 58, 59, 61, 62		☐
Electrical Lineman	1249a West	60		☐
Electrical Lineman	1249a-LT	1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 37, 38, 39, 42, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 57, 58, 59, 61, 62		☐
Electrical Lineman	1249aREG8LT	11, 14, 36, 40, 44, 56		☐
Electrical Lineman	1249aWestLT	60		☐
Elevator Constructor	138	11, 14, 20, 36, 40, 53, 56	13, 44, 60	☐
Elevator Constructor	14	2, 5, 7, 15, 19, 32, 37, 61		☐
Elevator Constructor	27	8, 26, 28, 35, 49, 50, 51, 59, 62		☐
Elevator Constructor	35	1, 10, 16, 18, 21, 22, 29, 39, 42, 46, 47, 48, 57, 58		☐
Elevator Constructor	62.1	4, 6, 9, 12, 23, 25, 27, 33, 34, 38, 45, 54, 55	13	☐
Glazier	201	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		☐
Glazier	660r	2, 5, 7, 15, 19, 32, 37, 61		☐
Glazier	660	2, 5, 7, 15, 19, 32, 37, 61		☐
Glazier	677.1	23, 25, 26, 28, 35, 45, 50, 59, 62		☐
Glazier	677Z-2	6, 12, 22, 27, 33, 34, 38		☐
Glazier	677z3	4, 8, 9, 13, 39, 49, 51, 54, 55		☐
Glazier	677r.2	6, 12, 22, 27, 33, 34, 38		☐
Insulator - Heat & Frost	30-Syracuse	4, 6, 8, 9, 12, 22, 23, 25, 27, 33, 34, 38, 39, 49, 50, 45, 54, 55		☐
Laborers - Building	322-2H	17, 23, 25, 45		☐
Laborers - Building	785(7)	4	9, 13, 54	☐

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Laborers - Building	785B-CS	8, 51	49	☐
Laborers- Heavy & Highway	322/2h	17, 23, 25, 45		☐
Laborers- Heavy & Highway	7-785b	12, 55	49, 54	☐
Laborers Heavy & Highway	785(7)	4	9, 13, 54	☐
Laborer - Heavy & Highway	785HH-CS	8, 51	49	☐
Laborer - Building	621b	2, 7	5	☐
Laborer - Residential	621r	2, 7	5	☐
Mason-Building	2TS.1	1, 10,11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		☐
Mason-Building	2TS.2	22, 23, 25, 33, 45	27	☐
Mason-Building	2TS.3	6, 34, 38	27	☐
Mason-Building	2b-on	34		☐
Mason-Building	2b.1	1, 11, 18, 20, 21, 29, 42, 46, 47, 48, 58	57	☐
Mason-Building	2b.2	22, 33	25	☐
Mason-Building	2b.3	6, 34	27	☐
Mason-Building	2b.4	38		☐
Mason-Building	2b.5	23	25	☐
Mason-Building	2b.6	45		☐
Mason-Building	2b.8	10, 16, 17	57	☐
Mason-Building	3b-Co-Z2	8, 49, 51	2	☐
Mason-Building	3B-Z1	19, 26, 28, 35, 50, 59, 61, 62		☐
Mason-Building-Residential	3B-Z1R	19, 26, 28, 35, 50, 59, 61, 62		☐
Mason-Building	3B-Bing-Z2	4, 9, 13, 39, 54		☐
Mason-Building	3B-Ith-Z2	12, 55		☐
Mason-Building	3B-Jam-Z2	7	2, 5	☐
Mason-Building-Residential	3B-Jam-Z2R	2, 4, 8, 7, 9, 12, 39, 13, 49, 51, 54, 55	5	☐
Mason-Building	3B-Z3	15, 32	5	☐

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Mason-Building	3B-Z3.Orleans	37		☐
Mason-Residential	3B-Z3R	15, 32	5	☐
Mason-Residential	3B-Z3R.Orleans	37		☐
Mason-Heavy Highway	3h	2, 4, 8, 7, 9, 12, 13, 19, 26, 28, 35, 37, 39, 49, 50, 51, 54, 55, 59, 61, 62	5, 15, 32	☐
Mason-Tile Finisher	3TF-Z1	19, 26, 28, 35, 50, 59, 61, 62		☐
Mason-Tile Finisher	3TF-Z2	2, 4, 8, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	☐
Mason-Tile Finisher	3TF-Z3	15, 32, 37	5	☐
Mason-Tile Finisher	3TF-Z1R	19, 26, 28, 35, 50, 59, 61, 62		☐
Mason-Tile Finisher	3TF-Z2R	2, 4, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	☐
Mason-Tile Finisher	3TF-Z3R	15, 32, 37	5	☐
Mason-Tile Setter	3TS-Z1	19, 26, 28, 35, 50, 59, 61, 62		☐
Mason-Tile Setter Residential	3TS-Z1R	19, 26, 28, 35, 50, 59, 61, 62		☐
Mason-Tile Setter	3TS-Z2	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	☐
Mason-Tile Setter Residential	3TS-Z2R	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	☐
Mason-Tile Setter Residential	3TS-Z3R	15, 32, 37	5	☐
Mason - Building/Heavy&Highway	780	3, 24, 30, 31, 41, 43, 52		☐
Operating Engineer - Heavy/Highway	137H/H	40, 60	14	☐
Operating Engineer - Heavy& Highway	158-832H	2, 8, 26, 28, 35, 49, 51, 59, 62	19	☐
Painter	1456-LS	1, 3, 10, 11, 14, 16, 17, 18, 20, 21, 24, 29, 30, 31, 36, 40, 41, 42, 43, 44, 46, 47, 48, 52, 53, 56, 57, 58, 60		☐
Painter	150	28, 59, 62	26, 35	☐
Painter	178 B	4, 9, 54		☐
Painter	178 E	8, 49	51	☐
Painter	178 I	12, 55		☐
Painter	178 O	13, 39		☐
Painter	31	6, 22, 27, 33, 34, 50	25, 35, 38	☐

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Painter	38.O		38	☐
Painter	38.W	23, 45	25	☐
Painter	4-Buf,Nia,Olean	2, 15, 19, 32, 37, 61	5, 7, 26, 51	☐
Painter	4-Jamestown		5, 7	☐
Painter	38.O		38	☐
Painter	38.W	23, 45	25	☐
Painter	4-Buf,Nia,Olean	2, 15, 19, 32, 37, 61	5, 7, 26, 51	☐
Painter	4-Jamestown		5, 7	☐
Sheetmetal Worker	46	26, 28, 35, 50, 59, 62		☐
Sheetmetal Worker	46r	26, 28, 35, 50, 59, 62		☐
Teamsters-Heavy&Highway	294h/h	1, 11, 18, 20, 29, 42, 46, 47, 48, 58	57	☐
Teamsters-Heavy&Highway	317bhh	6, 12, 50, 51, 55, 62	2	☐
Teamsters-Building/Heavy&Highway	456	40, 60		☐

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. In most cases the payment or provision of supplements is for each hour worked (noted in the schedule as 'Per hour worked'). Some classifications require the payment or provision of supplements for each hour paid (noted in the schedule as 'Per hour paid'), which require supplements to be paid or provided at a premium rate for premium hours worked. Some classifications may also require the payment or provision of supplements for paid holidays on which no work is performed.

Effective Dates

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

Apprentice Training Ratios

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

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

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

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3

Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

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

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

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

Erie County General Construction

Boilermaker — 05/01/2016

JOB DESCRIPTION Boilermaker **DISTRICT** 12

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

WAGES

Per hour:	07/01/2015
Boilermaker	$ 31.50

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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday; Friday may be used as a make up day.

NOTE- In order to use the '4 Day/10 Hour Work Schedule, YOU MUST submit an Employer Registration for Use of 4 Day/10 Hour Work Schedule, Form PW30R; additionally, there must be a dispensation of hours in place on project.

SUPPLEMENTAL BENEFITS
Per hour: $ 27.24*

*NOTE: $26.00 of this amount is for every Hour "Paid"

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

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

REGISTERED APPRENTICES
1st Term 12 Months, Terms 3-8 at 6 Months

Per Hour:

1st	3rd	4th	5th	6th	7th	8th
$21.48	$23.05	$24.63	$26.20	27.78	$28.35	$29.93

Supplemental Benefits per hour:

1st to 6th	$26.24**
7th to 8th	$27.24***

**NOTE: $25.00 of this amount is for every Hour "Paid"

***NOTE: $26.00 of this amount is for every Hour "Paid"

12-7

Carpenter - Building — 05/01/2016

JOB DESCRIPTION Carpenter - Building **DISTRICT** 12

ENTIRE COUNTIES
Erie

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

WAGES

Per hour:	07/01/2015
Building:	
Carpenter	$ 31.80
FloorLayer	31.80
Certified Welder	32.80
Hazardous Waste Worker	33.30
Diver-Dry Day	32.80
Diver Tender	32.80
Diver-Wet Day***	61.25

Hazardous Waste Worker: Hazardous sites requiring personal protective equipment.

*** Diver rate applies to all hours worked on the day of dive.

Depth pay for divers:	0' to 80'	no additional fee
	81' to 100'	additional $0.50 per foot
	101' to 150'	additional $0.75 per foot
	151' and deeper	additional $1.25 per foot
Penetration pay:	0' to 50'	no additional fee
	51' to 100'	additional $0.75 per foot
	101' and deeper	additional $1.00 per foot

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour worked:

Carpenter(s)	$ 27.13
Diver(s)	26.41

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

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

REGISTERED APPRENTICES
Wages per hour:

One year terms at the following percentage of Journeyman's base wage:

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental Benefits per hour worked:

1st	2nd	3rd	4th
$10.40	$10.40	$13.00	$13.00

12-276B-Cat

Carpenter - Building / Heavy&Highway 05/01/2016

JOB DESCRIPTION Carpenter - Building / Heavy&Highway **DISTRICT** 2

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

PARTIAL COUNTIES
Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing east to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

WAGES
Wages per hour:

	07/01/2015
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface Installer	$ 28.99

Note - Does not include the operation of equipment. Please see Operating Engineers rates.

SUPPLEMENTAL BENEFITS
Per hour worked plus paid holidays:

Journeyman $ 19.34

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

HOLIDAY
Paid: See (2, 17) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE
Notes:
When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. Whan a holiday falls upon a Sunday, it shall be observed on the following Monday.
An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

REGISTERED APPRENTICES
Wages per hour:

One year terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental Benefits per hour paid:

	07/01/2015
1st year term	$ 10.25
2nd year term	10.25
3rd year term	12.85
4th year term	12.85

2-42AtSS

Carpenter - Heavy&Highway 05/01/2016

JOB DESCRIPTION Carpenter - Heavy&Highway **DISTRICT** 12

ENTIRE COUNTIES
Erie

WAGES
Per hour:

	07/01/2015
Carpenter	$ 33.09
Certified Welder	34.59
Diver-Dry Day	34.09
Diver-Wet Day**	58.09
Diver Tender	34.09
Hazardous Material Worker	35.09
Piledriver	33.09
Millwright	34.59
Effluent & Slurry Diver-Wet Day	87.13

Hazardous Waste Worker: Hazardous sites requiring personal protective equipment.

** Diver rate applies to all hours worked on the day of dive.

Depth pay for divers:	0' to 50'	no additional fee
	51'to 100'	additional $0.50 per foot
	101' to 150'	additional $0.75 per foot
	151' to 200'	additional $1.25 per foot
Penetration pay:	0' to 50'	no additional fee
	51' to 100'	additional $0.75 per foot
	101' to deeper	additional $1.00 per foot

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour worked:

Carpenter(s)	$ 27.12
Diver(s)	27.12

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

HOLIDAY
Paid: See (2, 17) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

One year terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental benefits per hour worked:

1st	2nd	3rd	4th
$10.25	$10.25	$12.85	$12.85

12-276HH-Erie

Electrician — 05/01/2016

JOB DESCRIPTION Electrician **DISTRICT** 3

ENTIRE COUNTIES
Erie

PARTIAL COUNTIES
Cattaraugus: Only the Townships of Ashford, East Otto, Ellicottville, Farmersville, Freedom, Franklinville, Lyndon, Machias, Mansfield, New Albion, Otto, Perrysburg, Persia and Yorkshire.
Genesee: Only the Townships of Alabama, Alexander, Darien, Oakfield,Pembroke and that portion of the Towns of Batavia and Elba that are west of Little Tonawanda Creek; Tonawanda Creek; the City limits of Batavia (in effect prior to Feb. 1, 1970) and State Highway 98 north of the City of Batavia, then north on Highway 98 to the Orleans County line.
Wyoming: Only the Townships of Arcade, Attica, Bennington, Eagle, Java, Orangeville, Sheldon and Wethersfield.

WAGES

Per hour:	07/01/2015	05/30/2016 Additional	05/29/2017 Additional
Electrician*	$ 34.14	$ 1.70	$ 1.85

* Includes teledata work

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:
17.3% for work from 4:30PM - 1:00AM
31.4% for work from 12:30AM - 9:00AM
Additional $0.50/hr in shafts over 25 ft. deep and in underground tunnels over 75 ft. long.
Additional $0.75/hr for work on toothpicks, structural steel, temporary platforms, swinging scaffolds, boatswain chairs, smoke stacks or water towers 30 ft above the floor or for work on rolling scaffolds and ladders over 50 ft.
Additional $1.50/hr for Cable Splicers on such work as lead, and shielded cable and splices or terminations on cable 5KV and above.
Additional $1.00/hr for Hot work (Atomic plants).
Additional $2.00/hr for work on radio, TV, light towers and floating platforms or climbing ladders in excess of 100 ft. high.

SUPPLEMENTAL BENEFITS
Per hour worked:
$ 23.05*
* NOTE - add 3% of the posted straight time or applicable premium wage rate.

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

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

REGISTERED APPRENTICES
Wages per hour:

Hour terms at the following wages:

0 to 1000	1000 to 2000	2000 to 3500	3500 to 5000	5000 to 6500	6500 to 8000
$ 12.65	$ 13.65	$ 15.35	$ 18.80	$ 23.90	$ 27.30

Supplemental benefits per hour worked:

0 to 2000 to 6500 to 8000
$ 11.80* $ 19.80* $ 23.05*
* NOTE - add 3% of the posted straight time or applicable premium wage rate.

3-41

Elevator Constructor 05/01/2016

JOB DESCRIPTION Elevator Constructor **DISTRICT** 3

ENTIRE COUNTIES
Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour:	07/01/2015	01/01/2016	01/01/2017
Elevator Constructor	$ 44.84	$ 45.77	$ 46.79
Helper	31.39	32.04	32.75

** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 **
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour worked:

	$ 28.39*	$ 29.99*	$ 31.59

* Note - add 6% of regular hourly rate for all hours worked.

OVERTIME PAY
See (D, O) on OVERTIME PAGE

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

REGISTERED APPRENTICES
Wages per hour:

One year terms at the following percentage of Journeyman's wage:

1st*	2nd	3rd	4th
55%	65%	70%	80%

Supplemental benefits per hour worked:

	$ 28.39**	$ 29.99**	$ 31.59**

* Note - 0-6 months of the 1st year term is paid at 50% of Journeyman's wage with no Supplemental benefits.

** Note - add 6% of regular hourly rate for all hours worked.

3-14

Glazier 05/01/2016

JOB DESCRIPTION Glazier **DISTRICT** 3

ENTIRE COUNTIES
Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour:	07/01/2015	05/01/16 Additional	05/01/2017 Additional
Glazier	$ 26.00	$ 1.00	$ 1.35
Working off Suspended Scaffold (Swing Stage)	27.00	1.00	1.35
Maintenance	12.25*	0.85	1.00

* Note - This rate to be used only for all repair and replacement work such as glass breakage, glass replacement, door repair and board ups.

** IMPORTANT NOTICE **
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeymen Glazier	$ 18.97
Maintenance	11.94

OVERTIME PAY
See (B, E2, F, R) on OVERTIME PAGE

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE for Glazier and Glazier Apprentices.
Paid:	See (5, 6) on HOLIDAY PAGE for Maintenance
Overtime:	See (5, 6) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour:

Glazier: 1000 hour terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th	5th	6th	7th	8th
40%	45%	50%	55%	60%	70%	80%	90%

Supplemental benefits per hour worked:

1st & 2nd terms	$ 7.45
3rd & 4th terms	8.30
All other terms	9.20

3-660

Insulator - Heat & Frost — 05/01/2016

JOB DESCRIPTION Insulator - Heat & Frost **DISTRICT** 3

ENTIRE COUNTIES
Allegany, Cattaraugus, Chautauqua, Erie, Niagara, Wyoming

PARTIAL COUNTIES
Genesee: Only the Townships of Alabama, Alexander, Darien, Oakfield and Pembroke.

WAGES

Per Hour:	07/01/2015	05/01/2016 Additional
Heat & Frost Insulator	$ 31.50	$ 1.30

SUPPLEMENTAL BENEFITS
Per hour worked:
$ 20.74

OVERTIME PAY
See (B, *E, **Q) on OVERTIME PAGE
* Note - Double time after 10 hours on Saturday.
** Note - Triple time on Labor Day if WORKED.

HOLIDAY

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

REGISTERED APPRENTICES
Wages per hour:

One year terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental Benefits per hour worked:

1st and 2nd	$ 16.44
All other terms	20.74

3-4

Ironworker — 05/01/2016

JOB DESCRIPTION Ironworker **DISTRICT** 3

ENTIRE COUNTIES
Cattaraugus, Chautauqua

PARTIAL COUNTIES
Allegany: Entire county except the Towns of Birdsall, Burns and Grove.
Erie: All except the Town of Grand Island north of Whitehaven Road.
Genesee: Only the Townships of Alabama, Alexander, Darien and Pembroke
Steuben: Only the Townships of Canisteo, Freemont, Greenwood,Hartsville, Hornell, Hornellsville, Howard, Jasper, Troupsburg and West Union
Wyoming: Only the Townships of Arcade, Attica, Bennington, Eagle,Gainsville, Java, Orangeville, Pike, Sheldon, Warsaw and Wethersfield.

WAGES

Per hour:	07/01/2015	05/01/2016 Additional	05/01/2017 Additional
Structural	$ 29.53	$ 1.25	$ 1.25
Ornamental	29.53	1.25	1.25
Layout	29.53	1.25	1.25
Rodmen	29.53	1.25	1.25
Reinforcing	29.53	1.25	1.25
Welders	29.53	1.25	1.25
Riggers & Mach. Movers	29.53	1.25	1.25
Window Erector	27.18	1.25	1.25
Fence Erector	28.10	1.25	1.25

SUPPLEMENTAL BENEFITS
Per hour worked:

Fence erectors	$ 23.72
All others	25.22

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

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

REGISTERED APPRENTICES
Wages per hour:

One year terms at the following wage:

1st	2nd	3rd	4th
$ 16.50	$ 18.50	$ 20.50	$ 22.50

Supplemental benefits per hour worked:

1st	2nd	3rd	4th
$ 10.78	$ 19.34	$ 20.56	$ 21.79

JOB DESCRIPTION Ironworker **DISTRICT** 3

ENTIRE COUNTIES
Niagara

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

WAGES

Per hour:	07/01/2015	05/01/2016 Additional	05/01/2017 Additional
Structural	$ 30.12	$ 1.25	$ 1.25
Ornamental	30.12	1.25	1.25
Reinforcing	30.12	1.25	1.25
Rigger & Mach. Mover	30.12	1.25	1.25
Pre-Engineered	30.12	1.25	1.25
Fence Erector	30.12	1.25	1.25
Pre-Cast Erector	30.12	1.25	1.25
Welder	30.12	1.25	1.25
Window Erector	30.12	1.25	1.25
Sheeter	33.02	1.25	1.25

SUPPLEMENTAL BENEFITS
Per hour worked:
$ 24.88

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

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

REGISTERED APPRENTICES
Wages per hour:

One year terms at the following wage:

1st term	$ 16.50
2nd term	18.50
3rd term	20.50
4th term	22.50

Supplemental benefits per hour worked:

1st term	$ 10.25
2nd term	16.73
3rd term	17.65
4th term	18.58

3-9

Laborer - Building 05/01/2016

JOB DESCRIPTION Laborer - Building **DISTRICT** 3

ENTIRE COUNTIES
Erie

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

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

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

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

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

CLASS E: Asbestos Removal, Deleader.

CLASS F: Hazardous Waste Worker.

Per hour:	07/01/2015
Building Laborer:	
CLASS A	$ 25.13
CLASS B	25.30
CLASS C	25.41
CLASS D	25.88
CLASS E	26.13
CLASS F	27.13

SUPPLEMENTAL BENEFITS
Per hour worked:
$ 23.15

OVERTIME PAY
See (B, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (22) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

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

0 to 500	to 1000	to 1500	to 2000	to 2500	to 3000	to 4000
55%	60%	65%	70%	75%	80%	90%

Supplemental benefits per hour worked:

$ 23.15

3-210b

Laborer - Heavy&Highway **05/01/2016**

JOB DESCRIPTION Laborer - Heavy&Highway **DISTRICT** 3

ENTIRE COUNTIES
Erie

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

GROUP B: Grade Checker, Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of Steel Mesh, Small Generators for Laborers' Tools, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Tail or Screw Operator on Asphalt Paver, Water Pump Operators (2" and Single Diaphragm), Nozzle (Asphalt, Gunite, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer and Laser Man.

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

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

Per hour:	07/01/2015	07/01/2016	07/01/2017
Heavy/Highway Laborer:		Additional	Additional
GROUP A	$ 27.66	$ 1.50	$ 1.50
GROUP B	27.86	1.50	1.50
GROUP C	28.06	1.50	1.50
GROUP D	28.26	1.50	1.50

For all Deleader & Asbestos work add 1.00 to Group A rate.
For all Hazardous waste work add 2.00 to Group A rate.
An additional $3.00 per hour is required when a single irregular work shift starting any time from 5:00PM to 1:00AM is mandated either in the job specification or by the contracting agency.

Sewer/Water Laborer:
GROUP A: Basic, Flagman, Top man, Wreckers.

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

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

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

GROUP E: Utility pave driver, Laser operator.

GROUP F: Blaster.

Per hour:	07/01/2015	07/01/2016	07/01/2017
Sewer/Water Laborer:		Additional	Additional
GROUP A	$ 27.66	$ 1.50	$ 1.50
GROUP B	27.76	1.50	1.50
GROUP C	27.81	1.50	1.50
GROUP D	27.91	1.50	1.50
GROUP E	28.26	1.50	1.50
GROUP F	28.66	1.50	1.50

For all Deleader & Asbestos work add 1.00 to Group A rate.
For all Hazardous waste work add 2.00 to Group A rate.
An additional $3.00 per hour is required when a single irregular work shift starting any time from 5:00PM to 1:00AM is mandated either in the job specification or by the contracting agency.

SUPPLEMENTAL BENEFITS
Per hour worked:
$ 23.65

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

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

REGISTERED APPRENTICES
Wages per hour:

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

0 to 500	to 1000	to 1500	to 2000	to 2500	to 3000	to 4000
55%	60%	65%	70%	75%	80%	90%

Supplemental benefits per hour worked:

$ 23.65

3-210h

Laborer - Tunnel 05/01/2016

JOB DESCRIPTION Laborer - Tunnel **DISTRICT** 3

ENTIRE COUNTIES
Erie

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

CLASS B: Air Spade, Jackhammer, Pavement Breaker.

CLASS C: Top Bell.

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

CLASS E: Powder Monkey.

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

CLASS G: Steel Erectors, Piledriver, Rigger.

Per hour: Tunnel Laborer:	07/01/2015	07/01/2016 Additional	07/01/2017 Additional
CLASS A	$ 28.16	$ 1.50	$ 1.50
CLASS B	28.31	1.50	1.50
CLASS C	28.41	1.50	1.50
CLASS D	28.91	1.50	1.50
CLASS E	29.01	1.50	1.50
CLASS F	29.41	1.50	1.50
CLASS G	29.66	1.50	1.50

For all Deleader & Asbestos work add 1.00 to Group A rate.
For all Hazardous waste work add 2.00 to Group A rate.
An additional $3.00 per hour is required when a single irregular work shift starting any time from 5:00PM to 1:00AM is mandated either in the job specification or by the contracting agency.

SUPPLEMENTAL BENEFITS
Per hour worked:
$ 23.65

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

HOLIDAY

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

REGISTERED APPRENTICES
Wages per hour:

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

0 to 500	to 1000	to 1500	to 2000	to 2500	to 3000	to 4000
55%	60%	65%	70%	75%	80%	90%

Supplemental benefits per hour worked:

$ 23.65

3-210t

Lineman Electrician — 05/01/2016

JOB DESCRIPTION Lineman Electrician **DISTRICT** 6

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

WAGES
Per hour:

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. (Ref #14.01.01)

	07/01/2015	05/02/2016
		Additional
Lineman, Technician	$ 46.90	$ 2.50
Crane, Crawler Backhoe	46.90	2.50
Welder, Cable Splicer	46.90	2.50
Digging Machine Operator	42.21	2.50
Tractor Trailer Driver	39.87	2.50
Groundman, Truck Driver	37.52	2.50
Mechanic 1st Class	37.52	2.50
Flagman	28.14	2.50

1

Additional $1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (Ref #14.02.01-A)

		Additional
Lineman, Technician	$ 46.90	$ 2.50
Crane, Crawler Backhoe	46.90	2.50
Cable Splicer-Pipe Type Cable	51.59	2.50
Cert. Welder-Pipe Type Cable	49.25	2.50
Digging Machine Operator	42.21	2.50
Tractor Trailer Driver	39.87	2.50
Mechanic 1st Class	37.52	2.50
Groundman, Truck Driver	37.52	2.50
Flagman	28.14	2.50

Additional $1.00 per hour for entire crew when a helicopter is used.

Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (Ref #14.02.01-B)

		Additional
Lineman, Technician, Welder	$ 48.20	$ 2.50
Crane, Crawler Backhoe	48.20	2.50

Digging Machine Operator	43.38	2.50
Tractor Trailer Driver	40.97	2.50
Groundman, Truck Driver	38.56	2.50
Mechanic 1st Class	38.56	2.50
Flagman	28.92	2.50
Cert. Welder-Pipe Type Cable	50.61	2.50
Cable Splicer-Pipe Type Cable	53.02	2.50

Additional $1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. (Ref #14.03.01)

		Additional
Lineman, Technician, Welder	$ 49.41	$ 2.50
Crane, Crawler Backhoe	49.41	2.50
Cable Splicer	49.41	2.50
Digging Machine Operator	44.47	2.50
Tractor Trailer Driver	42.00	2.50
Groundman, Truck Driver	39.53	2.50
Mechanic 1st Class	39.53	2.50
Flagman	29.65	2.50

Additional $1.00 per hour for entire crew when a helicopter is used.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM to 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 %
3RD SHIFT	12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 %

** IMPORTANT NOTICE **
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.
*Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

The following SUPPLEMENTAL BENEFITS apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.

Journeyman	$ 20.50 *plus 7% of hourly wage

*The 7% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q,) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.

HOLIDAY

Paid	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES: 1000 hour terms at the following percentage of the Journeyman Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a

Lineman Electrician - Teledata 05/01/2016

JOB DESCRIPTION Lineman Electrician - Teledata **DISTRICT** 6

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

WAGES
Per hour:

FOR OUTSIDE WORK.

	07/01/2015	01/01/2016	01/01/2017
Cable Splicer	$ 29.70	$ 30.29	$ 30.90
Installer, Repairman	28.19	28.75	29.33
Teledata Lineman	28.19	28.75	29.33
Technician, Equipment Operator	28.19	28.75	29.33
Groundman	14.95	15.25	15.56

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 4.43 *plus 3% of wage paid	$ 4.43 *plus 3% of wage paid	$ 4.43 *plus 3% of wage paid

*The 3% is based on the hourly wage paid, straight time rate or premium rate.

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

Lineman Electrician - Traffic Signal Lighting 05/01/2016

JOB DESCRIPTION Lineman Electrician - Traffic Signal Lighting **DISTRICT** 6

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

WAGES
Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

A Groundman/Groundman Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chain saws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/groundman truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.

(Ref #14.01.01)

Per hour:

	07/01/2015	05/02/2016
		Additional
Lineman, Technician	$ 41.04	$ 2.00
Crane, Crawler Backhoe	41.04	2.00
Certified Welder	43.09	2.00
Digging Machine	36.94	2.00
Tractor Trailer Driver	34.88	2.00
Groundman, Truck Driver	32.83	2.00
Mechanic 1st Class	32.83	2.00
Flagman	24.62	2.00

Above rates applicable on all Lighting and Traffic Signal Systems with the installation, testing, operation, maintenance and repair of all traffic control and illumination projects, traffic monitoring systems, road weather information systems and the installation of Fiber Optic Cable.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM	REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM	REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM	REGULAR RATE PLUS 31.4%

** IMPORTANT NOTICE **
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.
*Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour worked (but also required on non-worked holidays):

Journeyman	$ 20.50 *plus 7.0% of hourly wage

*The 7% is based on the hourly wage paid, straight time rate or premium rate.
Supplements paid at STRAIGHT TIME rate for holidays.

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction

HOLIDAY
Paid: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES
WAGES: Per hour. 1000 hour terms.

1st	2nd	3rd	4th	5th	6th	7th
$ 24.62	$ 26.68	$ 28.73	$ 30.78	$ 32.83	$ 34.88	$ 36.94

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a-LT

Lineman Electrician - Tree Trimmer — 05/01/2016

JOB DESCRIPTION Lineman Electrician - Tree Trimmer **DISTRICT** 6

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

WAGES
Per hour:

Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also would include stump removal near underground energized electrical lines, including telephone and CATV lines.

	07/01/2015
Tree Trimmer	$ 22.80
Equipment Operator	20.11
Equipment Mechanic	20.11
Truck Driver	17.00
Groundman	13.94
Flag person	9.93

SUPPLEMENTAL BENEFITS
Per hour worked (but also required on non-worked holidays):

Journeyman	$ 9.14 *plus 3% of hourly wage

* The 3% is based on the hourly wage paid, straight time rate or premium rate.

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

HOLIDAY
Paid: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE
NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday.
All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

Mason - Building — 05/01/2016

JOB DESCRIPTION Mason - Building **DISTRICT** 5

ENTIRE COUNTIES
Erie, Niagara

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

WAGES

Per Hour:	07/01/2015	07/01/2016
Building:		Additional
Bricklayer	$ 30.94	$ 1.40
Stone Mason	30.94	1.40
Tuck Pointer	30.94	1.40

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 23.24

OVERTIME PAY
See (B,E,E2*,Q) on OVERTIME PAGE
*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

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

REGISTERED APPRENTICES
Wages per hour:

1250 hour terms at the following wage:

1st	2nd	3rd	4th
$ 17.71	$ 18.02	$ 21.28	$ 25.16

Supplemental benefits per hour worked:

1st	2nd	3rd	4th
$ 9.31	$ 15.79	$ 17.31	$ 18.81

5-3B-Z3

Mason - Building — 05/01/2016

JOB DESCRIPTION Mason - Building **DISTRICT** 3

ENTIRE COUNTIES
Erie, Niagara

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

WAGES

Per hour:	07/01/2015	04/01/2016
Plasterer	$ 28.65	$ 28.65

Additional $2.00/hr for work on swing stage over 20 feet.

SUPPLEMENTAL BENEFITS
Per hour worked:

$ 16.99	$ 18.49

OVERTIME PAY
Exterior work only See (B, E, E2, Q) on OVERTIME PAGE.
All other work See (B, E, Q) on OVERTIME PAGE.

HOLIDAY

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

REGISTERED APPRENTICES
Wages per hour:

Hour terms at the following dollar amounts:

0 to 1000	to 2000	to 3000	to 4000	to 4700	to 5400	to 6000
$ 11.30	$ 12.30	$ 13.30	$ 14.30	$ 16.30	$ 17.30	$ 18.30

Supplemental benefits per hour worked:

Hour terms at the following dollar amounts:

0 to 500	to 4700	to 5400	to 6000
$ 0.50	$ 2.50	$ 3.50	$ 4.50

3-9-Pltr

Mason - Building / Heavy&Highway — 05/01/2016

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT** 3

ENTIRE COUNTIES
Erie

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

WAGES

Per hour:	07/01/2015
Cement Mason	$ 30.00

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

SUPPLEMENTAL BENEFITS
Per hour paid:

$ 26.72

OVERTIME PAY

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

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

REGISTERED APPRENTICES
Wages per hour:

750 hour terms at the following dollar amounts:

1st	2nd	3rd	4th	5th	6th
$ 12.65	$ 13.65	$ 14.65	$ 17.65	$ 19.65	$ 21.65

Supplemental benefits per hour paid:

1st	2nd	3rd	4th	5th	6th
$ 6.61	$ 9.37	$ 11.05	$ 14.13	$ 16.20	$ 19.35

3-111Erie

Mason - Heavy&Highway — 05/01/2016

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT** 5

ENTIRE COUNTIES
Allegany, Broome, Chautauqua, Chemung, Chenango, Cortland, Delaware, Genesee, Livingston, Monroe, Ontario, Orleans, Otsego, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

PARTIAL COUNTIES
Cattaraugus: Enitre county except in the Township of Perrysburg and the Village of Gowanda only the Bricklayer classification applies.
Erie: Only the Bricklayer classification applies.
Niagara: Only the Bricklayer classification applies.

WAGES

Per hour:	07/01/2015	07/01/2016
Heavy & Highway:		Additional
Cement Mason	$29.87	$1.38
Bricklayer	29.87	1.38

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman $ 19.52

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

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

REGISTERED APPRENTICES
Wages per hour:

1500 hour terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental benefits per hour worked:

1st term	$ 11.12
2nd - 4th term	19.52

5-3h

Mason - Tile Finisher — 05/01/2016

JOB DESCRIPTION Mason - Tile Finisher **DISTRICT** 5

ENTIRE COUNTIES
Erie, Niagara, Orleans

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

WAGES

Per hour:	07/01/2015
Building:	
Marble, Slate, Terrazzo	$ 29.01
and Tile Finisher	29.01

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour worked: $ 14.36

OVERTIME PAY
See (B,E,E2*,Q) on OVERTIME PAGE
*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

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

REGISTERED APPRENTICES
Wages per hour:

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

1st	2nd	3rd
$ 15.04	$ 17.68	$ 23.73

Supplemental benefits per hour worked:

1st	2nd	3rd
$ 6.57	$ 8.28	$ 10.94

5-3TF - Z3

Mason - Tile Setter — 05/01/2016

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

ENTIRE COUNTIES
Erie, Niagara, Orleans

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

WAGES

Per hour:	07/01/2015	07/01/2016
Building:		Additional
Marble, Slate, Terrazzo	$ 31.21	$ 1.40
and Tile Setter	31.21	1.40

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour worked: $ 22.47

OVERTIME PAY
See (B,E,E2*,Q) on OVERTIME PAGE
*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

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

REGISTERED APPRENTICES
Wages per hour:

1250 hour terms at the following wage:

1st	2nd	3rd	4th
$ 17.36	$ 17.73	$ 20.97	$ 25.00

Supplemental benefits per hour worked:

1st	2nd	3rd	4th
$ 9.41	$ 15.76	$ 17.26	$ 18.56

5-3TS - Z3

Millwright — 05/01/2016

JOB DESCRIPTION Millwright **DISTRICT** 12

ENTIRE COUNTIES
Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour:	07/01/2015	07/01/2016
Millwright	$ 30.66	Additional
Certified Welder	31.91	$ 1.40/Hr
Hazardous Waste Work	31.99	
Field Machinist	31.99	

SUPPLEMENTAL BENEFITS
Per hour Paid:
$ 25.64

OVERTIME PAY
See (B, E, *E2, Q) on OVERTIME PAGE
*Note - Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire, or natural disaster prevent the performance of work on a regular scheduled work day.

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

REGISTERED APPRENTICES
Wages per hour:

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

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour worked:

1st	2nd	3rd	4th
$ 9.95	$ 20.94	$ 22.50	$ 24.08

12-1163-Gen/Nia/Orl/Wyo

Operating Engineer - Building — 05/01/2016

JOB DESCRIPTION Operating Engineer - Building **DISTRICT** 12

ENTIRE COUNTIES
Cattaraugus, Chautauqua, Erie, Orleans, Wyoming

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

WAGES

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

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

Operating Engineer- Building:

Per hour:	07/01/2015
Master Mechanic	$ 34.45
Asst.Master Mechanic	33.81
Crane(boom over 100ft)	33.86
" (boom over 200ft)	34.36
" (boom over 300ft)	35.36
CLASS A	33.36
CLASS B	28.88

Additional $1.00 per hour for tunnel work.
Additional $2.50 per hour for CHEMICAL, HAZARDOUS OR TOXIC WASTE projects.
Additional $3.00 per hour for all lattice boom cranes and any hydraulic crane over 60 ton capacity.

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyman	$ 28.40*

*Note: $7.20 of this amount must be paid at the same premium as the wage for overtime hours.

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

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

REGISTERED APPRENTICES
Wages per hour:

New Apprentices, after date of signing, receive the follow wage rates:
First Year: 87.5% of wage rate for the job being performed

Second Year:	90% of wage rate for the job being performed
Third Year:	92.5% of wage rate for the job being performed
Fourth Year:	95% of wage rate for the job being performed

Supplemental benefits Per Hour:

Apprentice Engineers	$ 28.00*

*Note: $6.80 of this amount must be paid at the same premium as the wage for overtime hours.

12-17b

Operating Engineer - Heavy&Highway 05/01/2016

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 12

ENTIRE COUNTIES
Cattaraugus, Chautauqua, Erie, Orleans, Wyoming

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

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

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

Operating Engineer- Building Site, Heavy/Highway, Sewer/Water, Tunnel:

Per hour:	07/01/2015	07/01/2016
Master Mechanic	$ 35.96	$ 37.56
Asst.Master Mechanic	35.32	36.92
Crane(boom over 100ft)	35.64	37.24
" (boom over 200ft)	35.16	37.49
" (boom over 300ft)	36.39	37.99
CLASS A	34.89	36.49
CLASS B	30.39	31.99

Additional $1.00 per hour for tunnel work
Additional $2.50 per hour for CHEMICAL, HAZARDOUS OR TOXIC WASTE projects.
Additional $3.00 per hour for all lattice boom cranes and any hydraulic crane over 60 ton capacity.

For work bid after 07/01/2014 an additional $3.00 per hour when shift work is mandated either in the job specifications or by the contracting agency.

SUPPLEMENTAL BENEFITS
Per hour:

Journeymen	$ 28.91	$ 28.91

*Note: Overtime rate is $39.71 per hour.

OVERTIME PAY
See (B, E, Q, W) on OVERTIME PAGE
Note: Code W* Excludes a portion of package at the overtime rate, equaling package to $ 39.71 for supplements.

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Supplements pay for non-worked holiday is $ 3.80 per hour.

REGISTERED APPRENTICES
Wages per hour:

Apprentices at 1 year terms

1st Term	$25.70	$27.99
2nd Term	26.34	28.79
3rd Term	26.97	29.59
4th Term	27.61	30.39

Supplemental Benifits

All Terms	$28.51	$28.51

Note: Overtime rate is $ 39.31 per hour. Supplements pay for non-worked holiday is $ 3.80 per hour.

12-17 hh/sw/t

Operating Engineer - Marine Construction 05/01/2016

JOB DESCRIPTION Operating Engineer - Marine Construction **DISTRICT** 4

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES
Per Hour:

DREDGING OPERATIONS	07/01/2015
CLASS A	
Operator, Leverman, Lead Dredgeman	$ 35.63
CLASS A1 Dozer,Front Loader Operator	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.
CLASS B	
Spider/Spill Barge Operator, Tug Operator(over1000hp), OperatorII, Fill Placer, Derrick Operator, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer	$ 30.81
Certified Welder, Boat Operator(licensed)	$ 29.01
CLASS C	
Drag Barge Operator,	$ 28.22

Steward, Mate,
Assistant Fill Placer,

Welder (please add)$ 0.06

Boat Operator	$ 27.30

CLASS D

Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor	$ 22.68

Oiler(please add)$ 0.09

SUPPLEMENTAL BENEFITS
Per Hour:
THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

	07/01/2015
All Classes A & B	$ 9.99 plus 8% of straight time wage, Overtime hours add $ 0.63
All Class C	$ 9.69 plus 8% of straight time wage, Overtime hours add $ 0.48
All Class D	$ 9.39 plus 8% of straight time wage, Overtime hours add $ 0.33

OVERTIME PAY
See (B, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarConst

Operating Engineer - Survey Crew 05/01/2016

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

ENTIRE COUNTIES
Cattaraugus, Chautauqua, Erie, Orleans, Wyoming

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

WAGES
These rates apply to Building and Heavy Highway.

Per hour:
SURVEY CLASSIFICATIONS:

Chief of Survey - One who directs a survey party.
Party Chief - One who directs the Instrument/Rod Person.
Instrument/Rod Person - One who holds the rods and, in general, assists the survey party.

	07/01/2015
Chief of Survey	$ 37.86
Party chief	36.13
Instrument/Rod Person	24.06

Additional $3.00 per hr. for work in a Tunnel.
Additional $2.50 per hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	$ 24.15

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

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

REGISTERED APPRENTICES
WAGES:1000 hour terms for Instrument & Rod Persons at the following rates:

	07/01/2015
0-1000 Hrs	$ 14.44
1001-2000 Hrs	18.23
2001-3000 Hrs	19.25

SUPPLEMENTAL BENEFITS per hour worked:

All Terms	$ 24.15

12-17D Sur

Operating Engineer - Survey Crew - Consulting Engineer 05/01/2016

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

ENTIRE COUNTIES
Cattaraugus, Chautauqua, Erie, Orleans, Wyoming

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

WAGES
These rates apply to feasibility and preliminary design surveying, line of grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:
SURVEY CLASSIFICATIONS:

Chief of Party - One who directs a survey party.
Party Chief - One who directs Instrument/Rod Person.
Insrument/Rod Person - One who holds the rods and, in general, assists the survey party.

	07/01/2015
Chief of Party	$ 37.86
Party Chief	36.13
Instrument/Rod Person	24.06

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 24.15

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

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

12-17D Con Eng

Painter 05/01/2016

JOB DESCRIPTION Painter **DISTRICT** 3

ENTIRE COUNTIES
Allegany, Erie, Genesee, Niagara, Orleans, Wyoming

PARTIAL COUNTIES
Cattaraugus: Entire County except the Townships of Conewango, Leon, Napoli, New Albion, Randolph and South Valley.
Chautauqua: Only the Townships of Awkright, Dunkirk, Hanover, Pomfret, Portland, Sheridan and Villenova.

Livingston: Only the Townships of North Dansville, Nunda, Ossian,Portage, Sparta, Spring Water and West Sparta.
Steuben: Only the Townships of Avoca, Canisteo, Cohocton, Dansville,Fremont, Greenwood, Hartsville, Hornellsville, Howard, Jasper, Prattsburg, Pulteney, Troupsburg, Tuscarora, Urbana, Wayland, Wayne, Woodhull, West Union, Wheeler, and the City of Hornell.

WAGES

Per hour:	07/01/2015	05/01/2016 Additional
Basic Rate (Brush & Roll)	$ 25.50	$ 1.09
Spray painting, wallcovering	25.75	1.09
Abrasive and hydroblasting	25.75	1.09
Taping/DryWall Finisher	26.00	1.09
Skeleton Steel*	26.25	1.09

* Skeleton Steel: No floors, walls or ceiling are constructed, including radio and television towers, flagpoles, smokestacks, cranes and the abatement of coatings with lead, asbestos and/or arsenic, etc. All work within the confines of a plant shall be paid the skeleton steel rate (except in-plant tank work (see Tank Rate)).

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked:

$ 22.14

OVERTIME PAY

Exterior work only See (B, E4, F*, R) on OVERTIME PAGE.
All other work See (B, F*, R) on OVERTIME PAGE.
* Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

Painter/Decorator: 750 hour terms at the following percentage of Journeyman's Basic wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	90%

Taper/Drywall Finisher: 750 hour terms at the following percentage of Journeyman's Taper wage:

1st	2nd	3rd	4th	5th	6th
50%	55%	60%	65%	75%	85%

Supplemental benefits per hour worked:

Painter/Decorator and Taper/Drywall Finisher:

1st & 2nd terms	$ 2.22
3rd & 4th terms	5.22
All other terms	6.22

3-4-Buf, Nia, Olean

Painter — 05/01/2016

JOB DESCRIPTION Painter **DISTRICT** 3

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Delaware, Erie, Genesee, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

WAGES

Per hour:	07/01/2015	05/01/2016 Additional	05/01/2017 Additional	05/01/2018 Additional
Bridge*	$ 38.00	$ 1.20	$ 1.20	$ 1.20
Tunnel*	38.00	1.20	1.20	1.20
Tank*	36.00	1.20	1.20	1.20

For Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

Tank rate applies to indoor and outdoor tanks, tank towers, standpipes, digesters, waste water treatment tanks, chlorinator tanks, etc. Covers all types of tanks including but not limited to steel tanks, concrete tanks, fiberglass tanks, etc.

* Note an additional $1.00 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

SUPPLEMENTAL BENEFITS
Per hour worked:
$ 24.40

OVERTIME PAY
Exterior work only See (B, E4, F*, R) on OVERTIME PAGE.
All other work See (B, F*, R) on OVERTIME PAGE.
*Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

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

REGISTERED APPRENTICES
Wages per hour:

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

1st	2nd	3rd	4th	5th	6th
50%	55%	60%	65%	75%	85%

Supplemental benefits per hour worked:

1st & 2nd terms	$ 5.25
3rd & 4th terms	5.25
5th & 6th terms	6.25

3-4-Bridge, Tunnel, Tank

Painter - Metal Polisher — 05/01/2016

JOB DESCRIPTION Painter - Metal Polisher **DISTRICT** 8

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

	07/01/2015	06/01/2016	06/01/2017
Metal Polisher	$ 28.07	$ 28.88	$ 29.73
Metal Polisher**	29.02	29.83	30.68
Metal Poilsher***	31.57	32.38	33.23

**Note: Applies on New Construction & complete renovation
*** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2015	06/01/2016	06/01/2017
Journeyworker:			
All classification	$ 9.12	$ 9.26	$ 9.41

OVERTIME PAY
See (B, E, E2, P, T) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:
One (1) year term at the following wage rates:

	07/01/2015	06/01/2016
1st year	$ 11.75	$ 11.75
2nd year	13.00	13.00
3rd year	15.75	15.75

Supplentals benefits:
Per hour paid:

1st year	$ 6.26	$6.26
2nd year	6.37	6.37
3rd year	6.51	6.51

8-8A/28A-MP

Plumber — 05/01/2016

JOB DESCRIPTION Plumber **DISTRICT** 3

ENTIRE COUNTIES
Erie, Niagara, Wyoming

PARTIAL COUNTIES
Allegany: Only the Townships of Allen, Angelica, Belfast, Caneadea, Centerville, Granger, Hume, New Hudson and Rushford
Cattaraugus: Only the Townships of Ashford, Dayton, East Otto, Ellicottville, Farmersville, Franklinville, Freedom, Leon, Lyndon, Machias, Mansfield, New Albion, Otto, Perrysburg, Persia and Yorkshire.
Chautauqua: Only the Townships of Arkwright, Charlotte, Cherry Creek, Hanover, Pomfret, Portland, Ripley, Sheridan, Stockton, Villenova, Westfield, City of Dunkirk and Village of Fredonia.
Genesee: Only the Townships of Alabama, Alexander, Batavia, Darien, Elba, Oakfield, Pembroke and the City of Batavia.
Orleans: Only the Townships of Ridgeway, Shelby and Yates.

WAGES

Per hour:	07/01/2015	05/02/2016 Additional	05/01/2017 Additional	04/30/2018 Additional
Plumber	$ 33.05*	$ 1.45	$ 1.45	$ 1.45
Steamfitter	33.05*	1.45	1.45	1.45

*Note - Add 10% (ten-percent) to wage when HAZMAT training is required or when OSHA compliant respirator protection is required.

SUPPLEMENTAL BENEFITS
Per hour worked:
$ 22.56*
* Note - $2.50 of this amount must be paid at the same premium as the wage.

OVERTIME PAY
See (*B, **E, Q) on OVERTIME PAGE
* Double time after 11 hours per day on Weekdays.
** Double time after 10 hours per day on Saturday.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

One year terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th	5th
45%*	55%*	65%*	75%*	90%*

*Note - Add 10% (ten-percent) to wage when HAZMAT training is required or when OSHA compliant respirator protection is required.

Supplemental benefits per hour worked:

$ 18.49*
* Note - $2.50 of this amount must be paid at the same premium as the wage.

3-22-Buffalo, Niagara

Roofer — 05/01/2016

JOB DESCRIPTION Roofer **DISTRICT** 3

ENTIRE COUNTIES
Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour:	07/01/2015	06/01/2016 Additional
Asbestos Removal	$ 29.25	$ 1.00
Slate, Tile	26.40	1.00
Precast tile / slabs	26.40	1.00
Crete / gypsum planks	26.40	1.00
Damp and waterproofer	26.25	1.00
Composition, spayers,	26.25	1.00
Aspalt mastic,	26.25	1.00
Steep roofers	26.25	1.00

SUPPLEMENTAL BENEFITS
Per hour worked:
$ 20.72

OVERTIME PAY
See (B, *E, **E2, Q) on OVERTIME PAGE
* and ** Double time after 8 hours on Saturday.

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

REGISTERED APPRENTICES
Wages per hour:

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

0 to 1000	to 2000	to 2500	to 3000	to 3500	to 4000	to 4500
50%	55%	60%	65%	70%	75%	80%

Supplemental benefits per hour worked:

0 to 500	to 1000	to 2000	to 2500	to 3000	to 3500	to 4000	to 4500
$ 0.00	$ 7.01	$ 9.80	$ 15.01	$ 15.60	$ 16.18	$ 16.76	$ 17.35

3-74

Sheetmetal Worker — 05/01/2016

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 3

ENTIRE COUNTIES
Erie, Genesee, Niagara, Orleans, Wyoming

WAGES

Per hour:	07/01/2015	05/15/2016 Additional
Sheet Metal Worker	$ 33.20	$ 1.50

Additional $0.50 per hour for work more than 30' above floor on boatswain chair.
Additional $1.00 per hour for work in "Hot" areas of atomic laboratories or plants.

SUPPLEMENTAL BENEFITS
Per hour worked:
$ 21.72*
* Note - $16.02 of this amount must be paid at the same premium as the wages per overtime hours.

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

One year terms at the following wage:

1st term	$ 14.94
2nd term	19.35
3rd term	20.74

4th term	24.89	
5th term	27.66	

Supplemental benefits per hour:

1st term	$ 12.62	Note - $6.92 of this amount must be paid at the same premium as the wage.
2nd term	15.37	Note - $9.67 of this amount must be paid at the same premium as the wage.
3rd term	19.24	Note - $13.54 of this amount must be paid at the same premium as the wage.
4th term	20.07	Note - $14.37 of this amount must be paid at the same premium as the wage.
5th term	20.62	Note - $14.92 of this amount must be paid at the same premium as the wage.

3-71

Sprinkler Fitter — 05/01/2016

JOB DESCRIPTION Sprinkler Fitter **DISTRICT** 1

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

WAGES

Per hour	07/01/2015
Sprinkler Fitter	$ 31.66

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 21.02

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

HOLIDAY

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

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES
Wages per hour

For Apprentices HIRED PRIOR TO 04/01/2010:

One Half Year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
50%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 8.15	$ 8.15	$ 15.12	$ 15.12	$21.02	$21.02	$21.02	$21.02	$21.02	$21.02

For Apprentices HIRED ON OR AFTER 04/01/2010:

One Half Year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 8.56	$ 8.60	$ 15.37	$ 15.41	$ 15.96	$ 16.00	$ 16.05	$ 16.09	$ 16.14	$ 16.18

For Apprentices HIRED ON OR AFTER 04/01/2013:

One Half Year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 7.90	$ 7.90	$ 15.12	$ 15.12	$ 15.37	$ 15.37	$ 15.37	$ 15.37	$ 15.37	$ 15.37

1-669

Teamster - Building / Heavy&Highway 05/01/2016

JOB DESCRIPTION Teamster - Building / Heavy&Highway **DISTRICT** 3

ENTIRE COUNTIES
Erie, Niagara

PARTIAL COUNTIES
Genesee: Only in the Townships of Alabama, Darien and Pembroke.
Orleans: Only the Townships of Ridgeway, Shelby and Yates.
Wyoming: Only in the Townships of Arcade, Bennington, Java and Sheldon.

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

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

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

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

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

Per hour:	07/01/2015	07/01/2016	07/01/2017
All GROUPS	$ 35.15	$ 36.59	$ 38.00

Add $2.00 when required to use personal protection when performing hazardous waste removal work.
An additional $1.00 per hour is required when a single irregular work shift starting any time from 5:00PM to 1:00AM is mandated either in the job specification or by the contracting agency.

SUPPLEMENTAL BENEFITS
Per hour worked:

$ 11.49*	$ 11.75*	$ 12.03

*Note - Only $ 5.00 per hour needs to be paid for overtime hours.

OVERTIME PAY
See (B, G, P) on OVERTIME PAGE

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

3-449

Teamster - Building / Heavy&Highway 05/01/2016

JOB DESCRIPTION Teamster - Building / Heavy&Highway **DISTRICT** 3

ENTIRE COUNTIES
Erie, Niagara

PARTIAL COUNTIES
Genesee: Only in the Townships of Alabama, Darin and Pembroke.
Orleans: Only the Townships of Ridgeway, Shelby and Yates.
Wyoming: Only in the Townships of Arcade, Bennington, Java and Sheldon.

WAGES

Per hour:	07/01/2015
Dump Truck Operator*	$ 18.95

*Does not include Single Axle Dump Trucks (see Teamster Group 1).
*Does not include Off-highway Dump Trucks (see Teamster Groups 2-5).

SUPPLEMENTAL BENEFITS
Per hour worked:

$ 1.44

OVERTIME PAY
See (B, J) on OVERTIME PAGE
Note - Time and one half shall be paid for work in excess of five (5) days per week.

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

3-449d-DT

Welder 05/01/2016

JOB DESCRIPTION Welder **DISTRICT** 1

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES
Per hour 07/01/2015

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

(AA)	Time and one half of the hourly rate after 7 and one half hours per day
(A)	Time and one half of the hourly rate after 7 hours per day
(B)	Time and one half of the hourly rate after 8 hours per day
(B1)	Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
(B2)	Time and one half of the hourly rate after 40 hours per week
(C)	Double the hourly rate after 7 hours per day
(C1)	Double the hourly rate after 7 and one half hours per day
(D)	Double the hourly rate after 8 hours per day
(D1)	Double the hourly rate after 9 hours per day
(E)	Time and one half of the hourly rate on Saturday
(E1)	Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
(E2)	Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E3)	Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
(E4)	Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E5)	Double time after 8 hours on Saturdays
(F)	Time and one half of the hourly rate on Saturday and Sunday
(G)	Time and one half of the hourly rate on Saturday and Holidays
(H)	Time and one half of the hourly rate on Saturday, Sunday, and Holidays
(I)	Time and one half of the hourly rate on Sunday
(J)	Time and one half of the hourly rate on Sunday and Holidays
(K)	Time and one half of the hourly rate on Holidays
(L)	Double the hourly rate on Saturday
(M)	Double the hourly rate on Saturday and Sunday
(N)	Double the hourly rate on Saturday and Holidays
(O)	Double the hourly rate on Saturday, Sunday, and Holidays
(P)	Double the hourly rate on Sunday
(Q)	Double the hourly rate on Sunday and Holidays
(R)	Double the hourly rate on Holidays
(S)	Two and one half times the hourly rate for Holidays, if worked

(S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.

(T) Triple the hourly rate for Holidays, if worked

(U) Four times the hourly rate for Holidays, if worked

(V) Including benefits at SAME PREMIUM as shown for overtime

(W) Time and one half for benefits on all overtime hours.

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

(1)	None
(2)	Labor Day
(3)	Memorial Day and Labor Day
(4)	Memorial Day and July 4th
(5)	Memorial Day, July 4th, and Labor Day
(6)	New Year's, Thanksgiving, and Christmas
(7)	Lincoln's Birthday, Washington's Birthday, and Veterans Day
(8)	Good Friday
(9)	Lincoln's Birthday
(10)	Washington's Birthday
(11)	Columbus Day
(12)	Election Day
(13)	Presidential Election Day
(14)	1/2 Day on Presidential Election Day
(15)	Veterans Day
(16)	Day after Thanksgiving
(17)	July 4th
(18)	1/2 Day before Christmas
(19)	1/2 Day before New Years
(20)	Thanksgiving
(21)	New Year's Day
(22)	Christmas
(23)	Day before Christmas
(24)	Day before New Year's
(25)	Presidents' Day
(26)	Martin Luther King, Jr. Day
(27)	Memorial Day

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By: (Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone: ( ) Fax: ( )
E-Mail:

2. NY State Units (see Item 5)

- ☐ 01 DOT
- ☐ 02 OGS
- ☐ 03 Dormitory Authority
- ☐ 04 State University Construction Fund
- ☐ 05 Mental Hygiene Facilities Corp.
- ☐ 06 OTHER N.Y. STATE UNIT
- ☐ 07 City
- ☐ 08 Local School District
- ☐ 09 Special Local District, i.e., Fire, Sewer, Water District
- ☐ 10 Village
- ☐ 11 Town
- ☐ 12 County
- ☐ 13 Other Non-N.Y. State (Describe)

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

Telephone:( ) Fax: ( )
E-Mail:

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

- ☐ New Schedule of Wages and Supplements.
  APPROXIMATE BID DATE :
- ☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project:
Location on Site

Route No/Street Address

Village or City

Town

County

7. Nature of Project - Check One:

- ☐ 1. New Building
- ☐ 2. Addition to Existing Structure
- ☐ 3. Heavy and Highway Construction (New and Repair)
- ☐ 4. New Sewer or Waterline
- ☐ 5. Other New Construction (Explain)
- ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
- ☐ 7. Demolition
- ☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature

PW-39 (04.11)

SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS

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

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

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

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

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

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

https://dbr.labor.state.ny.us/EDList/searchPage.do

NYSDOL Bureau of Public Work Debarment List 04/18/2016

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		4618 FOSTER AVE LLC		C/O KAHAN & KAHAN 225 BROADWAY-SUITE 715NEW YORK NY 10007	02/05/2013	02/05/2018
DOL	DOL	*****0996	A-1 CONSTRUCTION & RENOVATION INC		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC	*****4486	ABBEY PAINTING CORP		21107 28TH AVENUE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL	*****9095	ABDO TILE CO		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****9095	ABDO TILE COMPANY		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	NYC		ABDUL KARIM		C/O NORTH AMERICAN IRON W 1560 DECATUR STREETRIDGEWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	*****8488	ABELCRAFT OF NEW YORK CORP		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL	*****1219	ABSOLUTE GENERAL CONTRACTING INC		1229 AVENUE U BROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	DOL	*****4539	ACCOMPLISHED WALL SYSTEMS INC		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL	*****8018	ACCURATE MECHANICAL LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		ACCURATE MECHANICAL OF PHILADELPHIA LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL	*****3344	ACT INC		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****7584	ADAM'S FLOOR COVERING LLC		2718 CURRY ROAD SCHENECTADY NY 12303	07/08/2010	02/15/2017
DOL	DOL		ADESUWA UWUIGBE		P O BOX 21-1022 BROOKLYN NY 11221	05/16/2012	05/16/2017
DOL	NYC		ADRIANA SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL	*****6367	ADVANCED METALS		387 RIVERSIDE DRIVE JOHNSON CITY NY 13790	10/01/2012	10/01/2017
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL	*****2538	AGG MASONRY INC		160 72ND ST - SUITE 721 BROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL		ALBERT CASEY		43-28 54TH STREET WOODSIDE NY 11377	07/01/2011	07/01/2016
DOL	DOL		ALEJANDRO MATOS		C/O SEVEN STAR ELECTRICAL 23-24 STEINWAY STREETASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL		ALISHER KARIMOV		C/O AGG MASONRY INC 7105 3RD AVENUEBROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL	*****3344	ALL CATASTROPHE CONSTRUCTION TEAM INC	ACT INC	6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****8740	ALLSTATE ENVIRONMENTAL CORP		C/O JOSE MONTAS 27 BUTLER PLACEYONKERS NY 10710	03/18/2011	03/19/2020
DOL	DOL	*****4274	AMERICAN STEEL MECHANICAL INC		693 PAINTER STREET MEDIA PA 19063	02/20/2013	02/20/2018
DOL	NYC		ANDERSON LOPEZ		670 SOUTHERN BLVD BRONX NY 10455	06/14/2011	06/14/2016
DOL	DOL		ANDREW DIPAUL		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	12/11/2012	12/11/2017
DOL	NYC		ANDRZEJ WROBEL		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	NYC		ANISUL ISLAM		C/O RELIANCE GENERAL CONS 644 OCEAN PARKWAYBROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL	*****7004	ANNEX CONTRACTING LTD		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL	*****7004	ANNEX GENERAL CONTRACTING INC		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DA		ANTHONY CARDINALE		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020

NYSDOL Bureau of Public Work Debarment List 04/18/2016

Article 8

DOL	DOL		ANTHONY J MINGARELLI JR		C/O T & T CONCRETE INC 2560 HAMBURG TURNPIKELACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL	*****3020	APCO CONTRACTING CORP		24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	DOL	*****3219	APOLLO CONSTRUCTION SERVICES CORP	APOLLO PAINTING CO	157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		APOLLO PAINTING CO		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****3295	APOLLO PAINTING CORP		3 ALAN B SHEPART PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	AG	*****0194	APPLIED CONSTRUCTION INC		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	NYC	*****8403	AQUA JET PAINTING CORP		10 VIKING DRIVE WEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	*****9232	ARKAY CONSTRUCTION INC		102-104 GREYLOCK AVENUE BELLEVILLE NJ 07109	07/15/2015	07/15/2020
DOL	DOL	*****3953	ASCAPE LANDSCAPE & CONSTRUCTION CORP		634 ROUTE 303 BLAUVELT NY 10913	07/26/2012	11/19/2018
DOL	NYC	*****4779	ASTORIA GENERAL CONTRACTING CORP		35-34 31ST STREET LONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC	*****7217	ASTRO COMMUNICATIONS OF NY CORP		79 ALEXANDER AVE- STE 36A BRONX NY 10454	10/30/2015	10/30/2020
DOL	NYC		AUDLEY O'BRIEN		1273 NORTH AVENUE/#1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL		AVIS R HILL		3510 HICKORY WALK LANE ELLENWOOD GA 32094	01/22/2015	01/22/2020
DOL	AG		AVTAR SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	AG		BALDEV SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	DOL		BARBARA CASSIDY		7 BLENIS PLACE VALHALLA NY 10595	04/02/2015	04/02/2020
DOL	DOL		BARRY KINNEY		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****2294	BEDELL CONTRACTING CORP		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL		BEVERLY F WILLIAMS		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL		BIAGIO CANTISANI		200 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	NYC	*****6555	BROOKLYN WELDING CORP		1273 NORTH AVENUE/ #1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL	*****6156	C & J LANDSCAPING & MAINTENANCE INC		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		CANTISANI HOLDING LLC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARIBBEAN POOLS		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****1143	CARMODY BUILDING CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	*****3368	CARMODY CONCRETE CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL		CARMODY CONTRACTING CORP		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL	*****6215	CARMODY CONTRACTING INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY ENTERPRISES LTD		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL	*****3812	CARMODY INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****3812	CARMODY INDUSTRIES INC		442 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY MAINTENANCE CORP		105 KISCO AVENUE MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	*****0324	CARMODY MASONRY CORP		442 ARMONK ROAD MOUNT KISKO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****3812	CARMODY"2" INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017

DOL	NYC	*****9172	CASSIDY EXCAVATING INC		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL	*****1683	CATONE CONSTRUCTION COMPANY INC		294 ALPINE ROAD ROCHESTER NY 14423	03/09/2012	03/09/2017
DOL	DOL		CATONE ENTERPRISES INC		225 DAKOTA STREET ROCHESTER NY 14423	03/09/2012	03/09/2017
DOL	DOL	*****6745	CATSKILL FENCE INSTALLATIONS INC		5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL	*****8530	CAZ CONTRACTING CORP		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	DOL	*****5556	CERTIFIED INSTALLERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****7655	CHAMPION CONSTRUCTION SERVICES CORP		2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC		CHARLES CASSIDY JR		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL	*****1416	CHEROMINO CONTROL GROUP LLC		61 WILLET ST - SUITE 14 PASSAIC NJ 07055	12/03/2009	02/23/2017
DOL	DOL		CHRIS SAVOURY		44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016
DOL	DOL		CHRISTINE J HEARNE		C/O CJ-HEARNE CONSTRUCTIO 131 PONCE DE LEON AVE NEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	DOL		CHRISTOF PREZBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL	*****3360	CITY LIMITS GROUP INC		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL	*****0671	CJ-HEARNE CONSTRUCTION CO		SUITE 204 131 PONCE DE LEON AVENUEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	NYC	*****2905	COLONIAL ROOFING COMPANY INC		247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	NYC	*****3182	COLORTECH INC		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL	*****2703	CONKLIN'S TECH-MECHANICAL INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	*****4175	CONSOLIDATED INDUSTRIAL SERVICES INC		2051 ROUTE 44/55 MODENA NY 12548	12/11/2012	01/28/2018
DOL	DOL		CONSTANTINOS ZERVAS		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	DOL	*****5740	CORTLAND GLASS COMPANY INC		336 TOMPKINS STREET CORTLAND NY 13045	10/21/2010	07/15/2016
DOL	NYC	*****4468	CRAFT CONTRACTING GROUP INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	NYC	*****8507	CRAFT FENCE INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	NYC	*****2164	CREATIVE TRUCKING INC		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL	*****0810	D & G PAINTING & DECORATING INC		53 LITTLE COLLABAR ROAD MONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	DOL	*****7761	D L MALARKEY CONSTRUCTION		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****7888	D L MALARKEY CONSTRUCTION INC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****5629	DAKA PLUMBING AND HEATING LLC		2561 ROUTE 55 POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL		DARYL T RIEKS		C/O RIEKS CONTRACTING LLC 4804 GAHWILER ROADAUBURN NY 13021	05/01/2015	05/01/2020
DOL	DOL		DAVID MARTINEZ		C/O EMPIRE TILE INC 6 TREMONT COURTHUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC		DAWN AVILA AKA DAWN BECHTOLD		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	NYC		DAWN BECHTOLD AKA DAWN AVILA		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL		DEAN ROBBINS III		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	NYC	*****3865	DECOMA BUILDING CORPORATION		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018

DOL	DOL		DEDA GAZIVODAN		C/O DAKA PLUMBING AND H 2561 ROUTE 55POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL	*****1446	DELTA CONTRACTING PAINTING AND DECORATING INC		437 SUNRISE HIGHWAY WEST BABYLON NY 11707	08/12/2013	08/12/2018
DOL	DOL	*****3538	DELTA CONTRACTING PAINTING AND DESIGN INC		75 MCCULLOCH DRIVE DIX HILLS NY 11746	10/19/2010	08/12/2018
DOL	DOL		DEMETRIOS KOUTSOURAS		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	DOL	*****9868	DESANTIS ENTERPRISES		161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC	*****8234	DEWATERS PLUMBING AND HEATING LLC		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	DOL	*****9252	DI BERNARDO TILE AND MARBLE CO INC		15 WALKER WAY ALBANY NY 12205	03/21/2014	03/21/2019
DOL	DOL		DIANE DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	NYC		DIMITRIOS KOUTSOUKOS		C/O ASTORIA GENERAL CONTR 35-34 31ST STREETLONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUEPORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	NYC	*****7404	DOSANJH CONSTRUCTION CORP		9439 212TH STREET QUEENS VILLAGE NY 11428	02/25/2016	02/25/2021
DOL	DOL		DOUGLAS L MALARKEY	MALARKEY CONSTRUCTION	64 VICTORIA DRIVE B INGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****6982	DUFOUR GROUP INC	DUFOUR MASONRY	353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY		353 WEST 56TH ST #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY & RESTORATION INC		353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	*****5840	DYNA CONTRACTING INC		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	DOL		E C WEBB		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL		EARL GALBREATH		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL		EARL L WILSON	WILSON BROTHER DRYWALL CONTRACTORS	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	*****1496	EAST COAST DRYWALL INC		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL	*****8011	ECOA CLEANING CONTRACTORS INC		P O BOX 21-1022 BROOKLYN NY 11221	05/16/2012	05/16/2017
DOL	NYC	*****8074	ECONOMY IRON WORKS INC		670 SOUTHERN BLVD BRONX NY 10455	06/14/2011	06/14/2016
DOL	DOL		EDWARD L GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVEKENMORE NY 14217	10/03/2012	10/03/2017
DOL	NYC		EDWARD MENKEN		C/O AQUA JET PAINTING 10 VIKING DRIVEWEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	*****0900	EF PRO CONTRACTING INC		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		EFSTRATIOS BERNARDIS		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	NYC	*****6260	EL TREBOL SPECIAL CLEANING INC		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	DOL		ELIZABETH RAMADANI		C/O RAMADA CONSTRUCTION 80 SAVO LOOPSTATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	DOL		ELLEN DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	AG		EMILIO FRANZA		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		EMPIRE CONCRETE SERVICES LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019

DOL	DOL	*****0511	EMPIRE CONCRETE SYSTEMS LLC		101 SULLYS TRAIL/ SUITE 2 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****2353	EMPIRE CONSTRUCTORS LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		EMPIRE PRECAST LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****3270	EMPIRE TILE INC		6 TREMONT COURT HUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	DOL		ERIKA BARNETT		253 BEACH BREEZE LANE UNIT BARVERNE NY 11692	02/05/2013	02/05/2018
DOL	DOL		ESTEVES & FRAGA CONSTRUCTION CO INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		ESTEVES & FRAGA INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		EVELIO ELLEDIAS		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	NYC		EVERTON CARLESS		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL		F KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FANTASTIC PAINTING		493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL		FAY MATTHEW		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FAZIA GINA ALI-MOHAMMED	C/O CHAMPION CONSTRUCTI ON	2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL	*****5867	FJM-FERRO INC		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	DOL	*****1311	FLOZ-ON PAINTING & DECORATING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	*****8961	FLOZ-ON PAINTING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		FMS		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL	*****8067	FORTH SPORT FLOORS INC		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		FRAN MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS-MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANK J MERCANDO		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL		FRANK MICELI JR	C/O FRANK MICELI JR CONTRACTIN G INC	19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL	*****1321	FRANK MICELI JR CONTRACTING INC		19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL		FRED ABDO	ABDO TILE COMPANY AKA ABDO TILE CO	6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****2724	FRESH START PAINTING CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		G FUCCI CONSTRUCTION SERVICES		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6767	G FUCCI PAINTING INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	*****4546	GAF PAINTING LLC		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GARDEN STATE PAINTING		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GARY MCDOWELL	GM CONSTRUCTI ON & LAWN CARE SERVICE	76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL		GEORGE DI BERNARDO		C/O DI BERNARDO TILE 15 WALKER WAYALBANY NY 12205	03/21/2014	03/21/2019

DOL	NYC		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GERALD A POLLOCK		336 TOMPKINS STREET CORTLAND NY 13045	06/29/2010	07/15/2016
DOL	DOL	*****1075	GLOBAL TANK CONSTRUCTION LLC		P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL	*****0878	GM CONSTRUCTION & LAWN CARE SERVICE		76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL	*****0090	GOLDS FLOORING INSTALLATIONS INC		25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL		GREGORY A FUCCI		C/O PAF PAINTING SERVICES 157 TIBBETTS ROADYONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GREGORY FUCCI JR		C/O APOLLO CONSTRUCTION 157 TIBBETTS ROADYONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GRETCHEN SULLIVAN		P O BOX 130 CRETE IL 60417	11/10/2011	11/10/2016
DOL	DOL	*****7735	GRYF CONSTRUCTION INC		394 SPOTSWOOD-ENGLISH RD MONROE NJ 08831	08/08/2011	08/08/2016
DOL	DOL	*****9456	GUILLO CONTRACTING CORP		P O BOX 229 CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	DOL		GUS PAPASTEFANOU		C/O D & G PAINTING & DECO 53 LITTLE COLLABAR ROADMONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	NYC	*****0346	H N H CONTRACTORS CORP		4558 BROADWAY # 6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	DOL		HALSSAM FOSTOK		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	NYC		HAMEEDUL HASAN		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	AG	*****9918	HARA ELECTRIC CORP		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DOL	*****5405	HARD LINE CONTRACTING INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	NYC		HARMEL SINGH		15 CLINTON LANE HICKSVILLE NY 11801	02/25/2016	02/25/2021
DOL	NYC		HAROLD KUEMMEL		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	AG		HARVINDER SINGH PAUL		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		HENRY VAN DALRYMPLE		2663 LANTERN LANE ATLANTA GA 30349	12/01/2015	12/01/2020
DOL	DOL		HI-TECH CONTRACTING CORP		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL	*****6370	HILLIANO CONSTRUCTION & ELECTRICAL INC		354 MAGNOLIA STREET ROCHESTER NY 14611	01/22/2015	01/22/2020
DOL	DOL	*****8282	IDEMA DEVELOPMENT INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****8282	IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****8426	IMPERIAL MASONRY RESTORATION INC		141 ARGONNE DRIVE KENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL	*****7001	INTEGRATED CONSTRUCTION & POWER SYSTEMS INC		SUITE 100 2105 W GENESEE STREETSYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL		ISABEL FRAGA		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	AG	*****0000	J A M CONSTRUCTION CORP		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL	*****7598	J M RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	*****3478	J N P CONSTRUCTION CORP		50 LOUIS COURT P O BOX 1907SOUTH HACKENSACK NY 07606	03/21/2014	03/21/2019
DOL	DOL		J N RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	*****9368	J TECH CONSTRUCTION		PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		J THE HANDYMAN			09/24/2012	09/24/2017
DOL	DOL	*****4910	J V MAGIC TOUCH CORPORATION		94-25 57TH AVENUE, APT 5G ELMHURST NY 11373	01/12/2015	01/12/2020

DOL	DOL		JACQUELINE HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	*****8627	JAG I LLC		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	*****2868	JAG INDUSTRIES INC		175 BROAD ST - SUITE 320 GLENS FALLS NY 12801	09/16/2013	09/16/2018
DOL	DOL		JAMES B RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES BOYCE		C/O EMPIRE CONCRETE SYST 101 SULLYS TRAIL/SUITE 20PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		JAMES E RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	AG		JAMES FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		JAMES RHYNDERS SR		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES SICKAU		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DOL		JAMES WALSH		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL		JASON M RICH		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		JASON W MILLIMAN		C/O ROCHESTER ACOUSTICAL P O BOX 799HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL		JAY PRESUTTI		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	01/28/2013	01/28/2018
DOL	DOL		JEFF P BRADLEY		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	NYC		JEFFREY CASSIDY		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL		JERALD HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		JEROME LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	NYC		JERRY DEWATERS		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	DOL		JOHN CATONE		C/O CATONE CONSTRUCTION 294 ALPINE ROADROCHESTER NY 14612	03/09/2012	03/09/2017
DOL	DOL		JOHN DESCUL		437 SUNRISE HIGHWAYA WEST BABYLON NY 11704	08/12/2013	08/12/2018
DOL	DOL		JOHN H LEE	JOHN LEE QUALITY PAVING	67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL	*****1749	JOHN LEE QUALITY PAVING		67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL		JON E DEYOUNG		261 MILL ROAD P O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL	*****9368	JORGE I DELEON	J TECH CONSTRUCTI ON	PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		JORGE OUVINA		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		JORGE VILLALOBOS		94-25 57TH AVENUE - APT 5 ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/19/2020
DOL	DOL		JOSEPH CASUCCI		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	AG		JOSEPH FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		JOSEPH MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		JOSHUA DEBOWSKY		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		JOYA MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018

DOL	DOL		JUANA MARTINEZ		C/O LEAD CONSTRUCTION 27 BUTLER PLACEYONKERS NY 10710	03/19/2015	03/19/2020
DOL	DOL	*****4340	JUBCO SITE DEVELOPMENT LLC		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KAREN HARTMAN		C/O GUILLO CONTRACTING P O BOX 229CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	NYC		KATHLEEN SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL		KEITH SCHEPIS		C/O KJS HAULING AND HOME 95 MAPLE AVENUENEW CITY NY 10956	04/15/2013	04/15/2018
DOL	DOL		KEN DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL		KEVIN BABCOCK JR		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KEVIN M BABCOCK		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KIM SOROCENSKI		C/O SOLUTION MATTERS INC 198 NORWOOD ROADPORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL	*****2463	KJS HAULING AND HOME IMPROVEMENT INC		95 MAPLE AVENUE NEW CITY NY 10956	04/15/2013	04/15/2018
DOL	AG		KOSTAS "GUS" ANDRIKOPOULOS		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DOL		KRZYSZTOF PRXYBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL	*****6033	KUSNIR CONSTRUCTION		2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	DOL	*****0526	LAGUARDIA CONSTRUCTION CORP		47-40 48TH STREET WOODSIDE NY 11377	07/01/2011	07/01/2016
DOL	NYC	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****6224	LAKESIDE FIRE SPRINKLERS LLC		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	DOL		LARRY DOMINGUEZ		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL		LAURA A. GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVEKENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL		LAURI MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		LAVERN GLAVE		C/O RAW POWER ELECTRIC 3 PARK CIRCLEMIDDLETOWN NY 10940	09/15/2014	09/15/2019
DOL	DOL		LAWRENCE J RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL	*****1364	LEAD CONSTRUCTION SERVICES INC		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/19/2015	03/19/2020
DOL	DOL	*****0597	LEED INDUSTRIES CORP	HI-TECH CONTRACTIN G CORP	114 PEART STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	AG		LEONID FRIDMAN		APT 5 200 BRIGHTON, 15TH STBROOKLYN NY 11235	01/23/2013	01/23/2019
DOL	DOL		LINDSEY R CRILL		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DOL	*****8453	LINPHILL ELECTRICAL CONTRACTORS INC		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	DOL		LINVAL BROWN		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	NYC	*****2850	M A 2 FLAGS CONTRACTING CORP		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	AG	*****6957	M B DIN CONSTRUCTION INC		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	NYC	*****6317	M S QUALITY CONSTRUCTION LLC		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	NYC		MACIEJ SONTOWSKI		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	NYC	*****9590	MACK GLASSNAUTH IRON WORKS INC		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020

DOL	NYC	*****3141	MACKEY REED ELECTRIC INC		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL		MALARKEY'S BAR & GRILL LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****0705	MALARKEY'S PUB & GRUB LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	NYC		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	NYC		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL		MARGARET FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		MARIA ESTEVES AKA MARIA MARTINS		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIA MARTINS AKA MARIA ESTEVES		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIACHI'S PIZZERIA		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL		MARIO LUIS		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	DOL		MARK MIONIS		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****5533	MARQUISE CONSTRUCTION & DEVELOPMENT CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL	*****8810	MARQUISE CONSTRUCTION ASSOCIATES INC		20 BOSWELL ROAD PUTNAM VALLEY NY 10579	09/03/2013	09/03/2018
DOL	DOL	*****1134	MARQUISE CONSTRUCTION CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	NYC	*****4314	MASCON RESTORATION INC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	NYC	*****4314	MASCON RESTORATION LLC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL	*****0845	MASONRY CONSTRUCTION INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****3333	MASONRY INDUSTRIES INC		442 ARMONK ROAD MOUNT KISKO NY 10549	12/04/2009	05/04/2017
DOL	DOL		MATTHEW IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****9857	MBL CONTRACTING CORPORATION		2620 ST RAYMOND AVENUE BRONX NY 10461	08/30/2011	08/30/2016
DOL	DOL	*****9028	MCINTOSH INTERIORS LLC		8531 AVENUE B BROOKLYN NY 11236	02/05/2013	02/05/2018
DOL	DOL	*****4259	MERCANDO CONTRACTING CO INC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL	*****0327	MERCANDO INDUSTRIES LLC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	NYC	*****5330	METRO DUCT SYSTEMS INC		1219 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL	*****3368	MICEK CONSTRUCTION CO INC		20 CROSS STREET FALCONER NY 14733	12/02/2014	12/02/2019
DOL	DOL		MICHAEL A PASCARELLA		SUITE 100 2105 WEST GENESEE STREET SYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL	*****9198	MICHAEL CZECHOWICZ	OCTAGON CO	37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	DOL		MICHAEL F LEARY JR		3813 SNOWDEN HILL ROADNEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	DOL		MICHAEL F LEARY JR METAL STUD & DRYWALL		3813 SNOWDEN HILL ROAD NEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	NYC		MICHAEL HIRSCH		C/O MZM CORP 163 S MAIN STREETNEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DOL		MICHAEL KTISTAKIS		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	DOL	*****6033	MICHAEL KUSNIR	KUSNIR CONSTRUCTION	2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	DOL		MICHAEL MARGOLIN		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017

DOL	DOL		MICHAEL WILSON	WILSON BROTHER DRYWALL CONTRACTORS	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL		MICHELLE L BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	*****2635	MIDLAND CONSTRUCTION OF CEDAR LAKE INC		13216 CALUMET AVENUE CEDAR LAKE IL 46303	11/10/2011	11/10/2016
DOL	NYC		MIGUEL ACOSTA		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	NYC		MILANCE HADZIC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	AG		MOHAMMAD RIAZ		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	AG		MOHAMMED N CHATHA		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	NYC	*****2690	MONDOL CONSTRUCTION INC		11-27 30TH DRIVE LONG ISLAND CITY NY 11102	05/25/2011	05/25/2016
DOL	DOL		MORTON LEVITIN		3506 BAYFIELD BOULEVARD OCEANSIDE NY 11572	08/30/2011	08/30/2016
DOL	DOL	*****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229	09/24/2012	09/18/2020
DOL	DOL		MUHAMMAD PERVAIZ		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC		MUHAMMAD ZULFIQAR		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL		MURRAY FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		MUZAFFAR HUSSAIN		C/O ABSOLUTE GENERAL CONT 1129 AVENUE UBROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	NYC	*****3613	MZM CORP		163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	NYC	*****1284	NEW AMERICAN RESTORATION INC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	DA	*****6988	NEW YORK INSULATION INC		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	NYC	*****4839	NEW YORK RIGGING CORP		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL		NICHOLAS DEGREGORY JR	NJ DEGREGORY & COMPANY	1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	DOL		NIKOLAS PSAREAS		656 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016
DOL	DOL	*****5279	NJ DEGREGORY & COMPANY		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	DOL		NJ DEGREGORY & SONS CONSTRUCTION		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	NYC	*****1968	NORTH AMERICAN IRON WORKS INC		1560 DECATUR STREET RIDGEWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	*****9198	OCTAGON CO		37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	DOL		OKBY ELSAYED		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	NYC		OLIVER HOLGUIN		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	NYC	*****8337	OPTIMUM CONSTRUCTION INC		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	NYC		ORSON ARROYO		C/O METRO DUCT SYSTEMS 12-19 ASTORIA BOULEVARDLONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL	*****4546	PAF PAINTING CORP		161 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****5242	PAF PAINTING SERVICES INC	GARDEN STATE PAINTING	157 TIBBETTS ROAD YONKERS NY 10103	03/12/2014	03/12/2019
DOL	DOL		PAF PAINTING SERVICES OF WESTCHESTER INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019

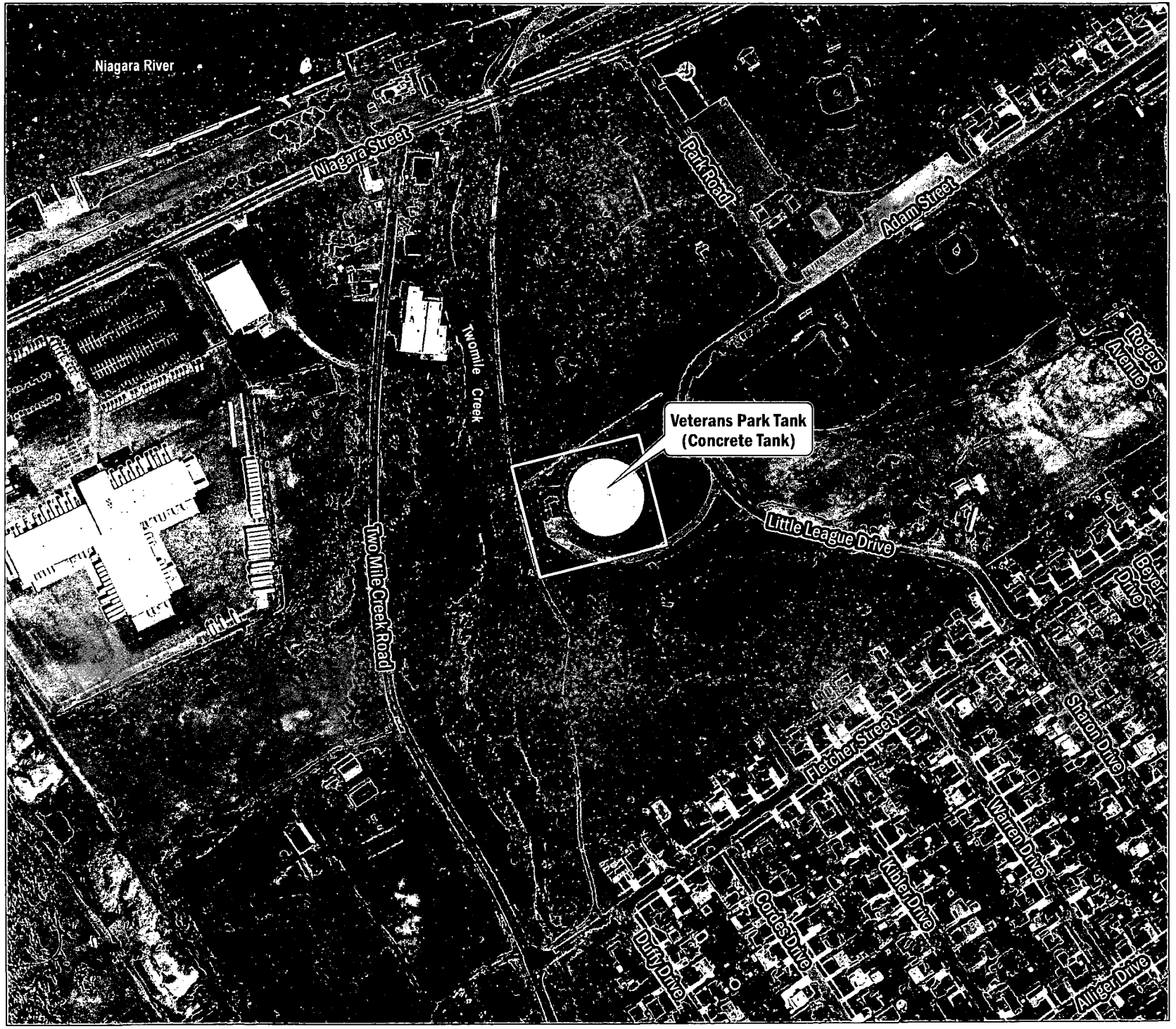
DOL	DOL	*****8802	PAT'S HEATING AND AIR CONDITIONING LTD		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PATRICIA M RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PAUL VERNA		C/O AMERICAN STEEL MECHA 693 PAINTER STREETMEDIA PA 19063	02/20/2013	02/20/2018
DOL	DOL	*****9569	PERFORM CONCRETE INC		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	NYC		PETER LUSTIG		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	NYC		PETER TRITARIS		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL	*****7914	PRECISION SITE DEVELOPMENT INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL	*****2989	PROFESSIONAL ESTIMATING & BUSINESS CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6895	PROLINE CONCRETE OF WNY INC		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DOL	*****0015	RAMADA CONSTRUCTION CORP		80 SAVO LOOP STATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	NYC		RAMESHWAR ASU		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	DOL		RANA A KAHN		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC		RANTIK PARIKH		13 LORIANN ROAD WARREN NJ 07059	07/15/2015	07/15/2020
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK PLACE MIDDLETOWN NY 10940	09/16/2013	09/15/2019
DOL	NYC		RAYMOND PEARSON		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL		REBECCA THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		REGINALD WARREN		C/O RAW POWER ELECTRIC 3 PARK CIRCLEMIDDLETOWN NY 10940	09/15/2014	09/15/2019
DOL	NYC	*****3461	RELIANCE GENERAL CONSTRUCTION INC		644 OCEAN PARKWAY BROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL		REVOLUTIONARY FLOORS LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		RHINO CONCRETE LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		RICHARD WILSON		C/O DUFOUR GROUP INC 353 WEST 56TH STREET #7MNEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	*****8618	RIEKS CONTRACTING LLC		4804 GAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL	*****1855	ROBERT D BISHOP JR	ROBERT D BISHOP JR	P O BOX 112 MORRISSONVILLE NY 12962	07/15/2014	07/15/2019
DOL	DOL		ROBERT D BISHOP JR		P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019
DOL	NYC		ROBERT GUIDO		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	DOL		ROBERT L EVANS		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		ROBERT TORDELLA		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	DOL		ROCCO ESPOSITO		C/O ROCMAR CONTRACTING CO 620 COMMERCE STREETTHORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL	*****3859	ROCHESTER ACOUSTICAL CORP		P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL		ROCMAR CONSTRUCTION CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL	*****7083	ROCMAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	NYC		RODNEY SCOTT		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020

DOL	DOL		ROMEO WARREN		C/O RAW POWER ELECTR CORP 3 PARK PLACEMIDDLETOWN NY 10940	09/16/2013	09/15/2019
DOL	DOL		ROSEANNE CANTISANI		11 TATAMUCK ROAD POUND RIDGE NY 10576	05/04/2012	05/04/2017
DOL	DOL		ROSS J MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		S & S ELECTRIC		235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	NYC		SAEED HASAN		4558 BROADWAY #6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	DOL	*****4923	SCHENLEY CONSTRUCTION INC		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	NYC	*****2117	SCOTT ELECTRICAL LLC		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL		SCOTT LEONARD	GLOBAL TANK CONSTRUCTI ON LLC	P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL		SEAKCO CONSTRUCTION COMPANY LLC		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL	*****9030	SEAKCO NEW YORK LLC	SEAKCO CONSTRUCTI ON COMPANY	128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		SEAN BURBAGE	C/O SEAN BURBAGE CORP	445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	DOL	*****6586	SEAN BURBAGE CORP		445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	DOL	*****3540	SEVEN STAR ELECTRICAL CONTRACTING CORP		23-24 STEINWAY STREET ASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL		SEVEN STAR ELECTRICAL INC		C/O THEONI ATHANASIADIS 1023 COMMACK ROADDIX HILLS NY 11746	06/27/2011	06/27/2016
DOL	NYC		SHAFIQUL ISLAM		11-27 30TH DRIVE LONG ISLAND CITY NY 11102	05/25/2011	05/25/2016
DOL	NYC		SHAHZAD ALAM		21107 28TH AVE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL	*****6904	SIGNING STAR LIMITED LIABILITY COMPANY		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	DOL	*****0667	SNEEM CONSTRUCTION INC		43-22 42ND STREET SUNNYSIDE NY 11104	07/01/2011	07/01/2016
DOL	DOL	*****4025	SOLUTION MATTERS INC		198 NORWOOD ROAD PORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL		SPASOJE DOBRIC		61 WILLET STREET - SUITE PASSAIC NJ 07055	07/09/2010	02/23/2017
DOL	NYC	*****4934	SPHINX CONTRACTING CORP		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	DOL		SPORTSCRAFTERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****3539	SPOTLESS CONTRACTING	IMPACT INDUSTRIAL SERVICES INC	44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL		STEPHEN BIANCHI		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL		STEPHEON SHELDON	FANTASTIC PAINTING	493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL		STEVEN SAGGESE		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL		STUART CHAITIN		634 ROUTE 303 BLAUVET NY 10913	07/26/2012	11/19/2018
DOL	NYC	*****9432	SUBLINK LTD		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	DOL	*****3210	SUPER SWEEP	FMS	4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL		SUZANNE G GOLD	C/O GOLDS FLOORING INSTALLATION S INC	25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL	*****7441	T & T CONCRETE INC		2560 HAMBURG TURNPIKE P O BOX 367LACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL	*****9676	T D CONTRACTORS CORP	T D CONTRACTOR S INC	113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018

DOL	DOL		T D CONTRACTORS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		TAMMY LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL	*****9852	TAP STEEL INC		ROUTE 26 3101 P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL		TECH-MECHANICAL FAB DC INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	*****0887	THE BRINSON PAINTING CORPORATION		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	*****8174	THE DALRYMPLE CORPORATION		UNIT 278 541 10TH STREET NWATLANTA GA 30318	12/01/2015	12/01/2020
DOL	DOL	*****8174	THE DALRYMPLE GROUP LLC		289 JONESBORO RD/ STE 216 MCDONOUGH GA 30253	12/01/2015	12/01/2020
DOL	DOL	*****4293	THE J OUVINA GROUP LLC		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		THE THORNE GROUP INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****2070	THE UNIVERSAL GROUP OF NEW YORK INC		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	DOL	*****9243	THE WELCOME MAT PROPERTY MANAGEMENT LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		THEONI ATHANASIADIS		C/O SEVEN STAR ELECTRICAL 23-24 STEINWAY STREETASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL		THOMAS DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC		THOMAS SCARINCI		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL	*****2734	THREE FRIENDS CONSTRUCTION CORP		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	NYC	*****6253	THUNDER BROTHERS CORP		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	DOL		TIMOTHY A PALUCK		C/O TAP STEEL INC RTE 26 3101/ P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL		TIMOTHY F BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	NYC		TIMOTHY O'SULLIVAN		C/O SNEEM CONSTRUCTION 4322 42ND STREETSUNNYSIDE NY 11104	07/01/2011	07/01/2016
DOL	NYC	*****1523	TM MECHANICAL CORP		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL	*****0600	TOMSON ALLOYS RECYCLING INC		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DOL	*****8176	TOURO CONTRACTING CORP		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	DOL	*****6914	TRI-COUNTY RESTORATIONS & CONSTRUCTION INC		13 SUMMERSET DRIVE WALLKILL NY 12589	08/22/2014	08/22/2019
DOL	DOL		TRI-COUNTY RESTORATIONS INC		392 ROCK CUT ROAD WALDEN NY 12586	08/22/2014	08/22/2019
DOL	DOL	*****5213	TRIAD PAINTING CO INC		656 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016
DOL	DOL		TROY D CLARKE	ADVANCED METALS	387 RIVERSIDE DRIVE JOHNSON CITY NY 13790	10/01/2012	10/01/2017
DOL	AG	*****6490	UNIVERSAL STEEL FABRICATORS INC		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	NYC	*****7174	V&R CONTRACTING		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	NYC		VALERIE VISCONTI		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	NYC		VEAP SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL	*****3270	VEZANDIO CONTRACTING CORP		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	NYC		VICK CONSTRUCTION		21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	NYC		VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018

DOL	NYC		VINCENT PIZZITOLA		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL		WESLEY J STAROBA		206 TALLY HO COURT SCHENECTADY NY 12303	06/19/2013	06/19/2018
DOL	DOL	*****0078	WESLEY J STAROBA INC	S & S ELECTRIC	235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	DOL	*****7617	WHITE PLAINS CARPENTRY CORP		P O BOX 309 WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		WILLIAM CONKLIN		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL		WILLIAM MAZZELLA		134 MURRAY AVENUE YONKERS NY 10704	02/03/2014	02/03/2019
DOL	DOL		WILLIAM THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		WILLIE BRINSON		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	*****6195	WILSON BROTHER DRYWALL CONTRACTORS		36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7ABROOKLYN NY 11229	09/24/2012	09/18/2020

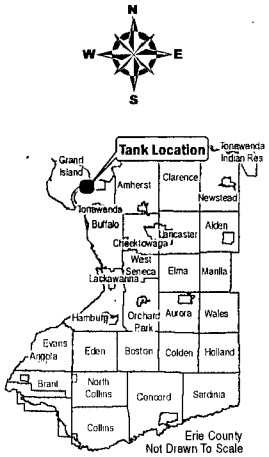
APPENDIX D
TANK LOCATION MAPS



Veterans Park Tank

Location Map

747 Niagara Street
Tonawanda, New York 14150



LEGEND

Contractor Work Area

0 50 100 200
Feet

wendel

WD Project # 239831
Map Created: November, 2015

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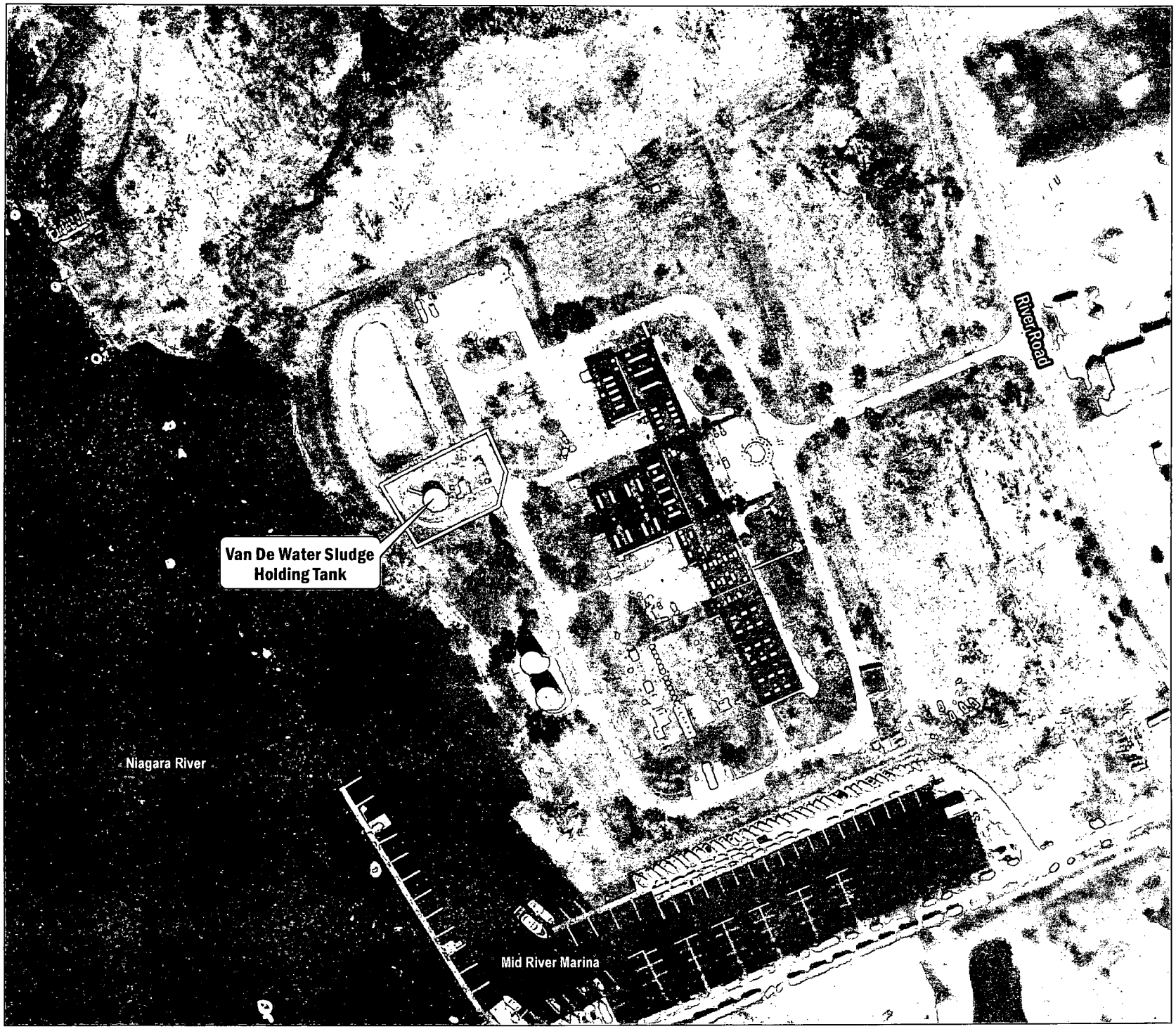
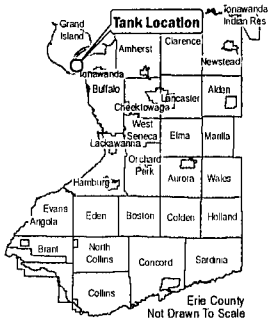
Data Sources: NYS GIS Clearinghouse, Erie County Department of GIS, Aerial Imagery: Spring 2014



Van De Water Sludge Holding Tank

Location Map

3750 River Road
Tonawanda, New York 14150



LEGEND

Contractor Work Area

0 50 100 200
Feet

wendel

WD Project # 239831
Map Created: March, 2016

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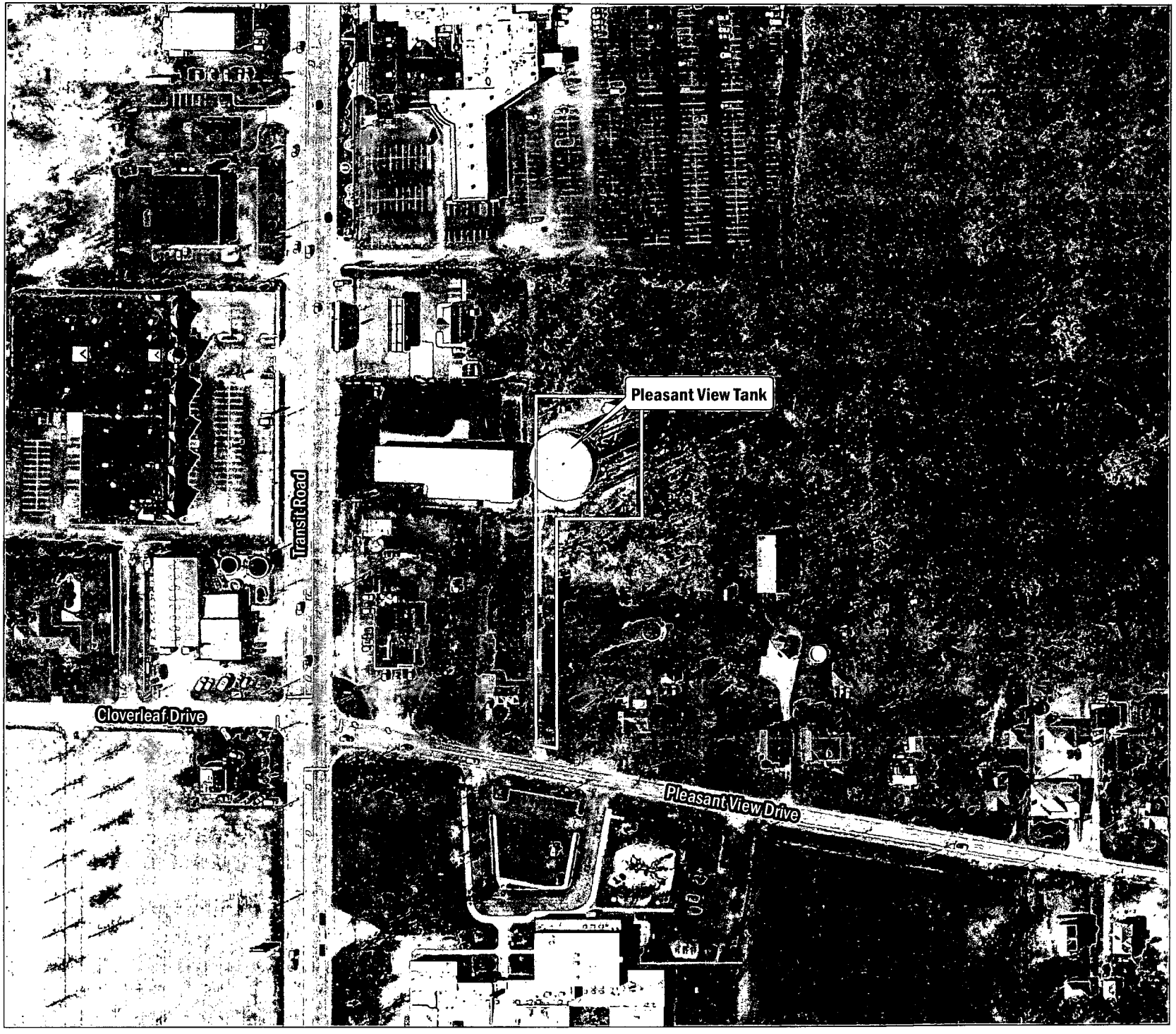
Data Sources: NYS GIS Clearinghouse, Erie County Department of GIS, Aerial Imagery: Spring 2014

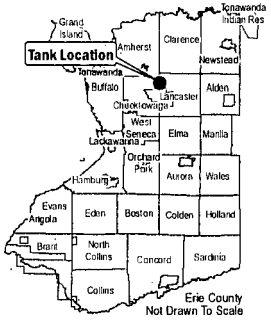


Pleasant View Tank

Location Map

12 Pleasant Drive
Lancaster, New York 14086

N
W E
S



LEGEND

Contractor Work Area

0 25 50 100
Feet

wendel

WD Project # 239831
Map Created: November, 2015

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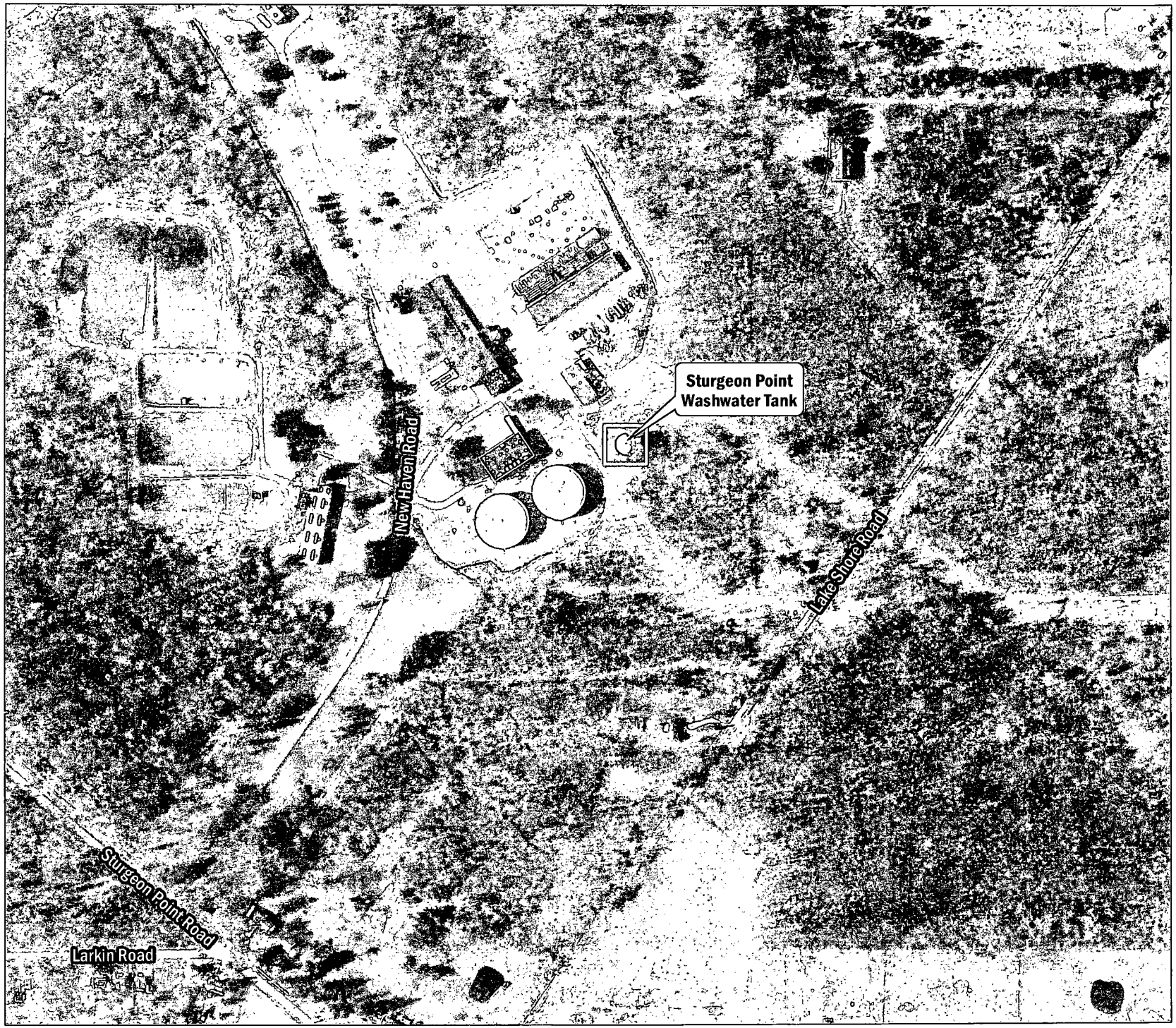
Data Sources: NYS GIS Clearinghouse, Erie County Department of GIS, Aerial Imagery: Spring 2014

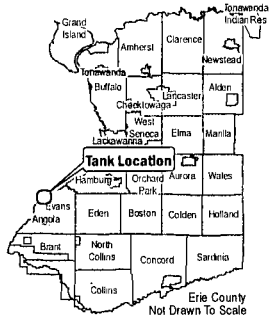


Sturgeon Point Washwater Tank

Location Map

722 Sturgeon Point Road
Derby, New York 14047

N
W E
S



LEGEND

Contractor Work Area

0 50 100 200
Feet

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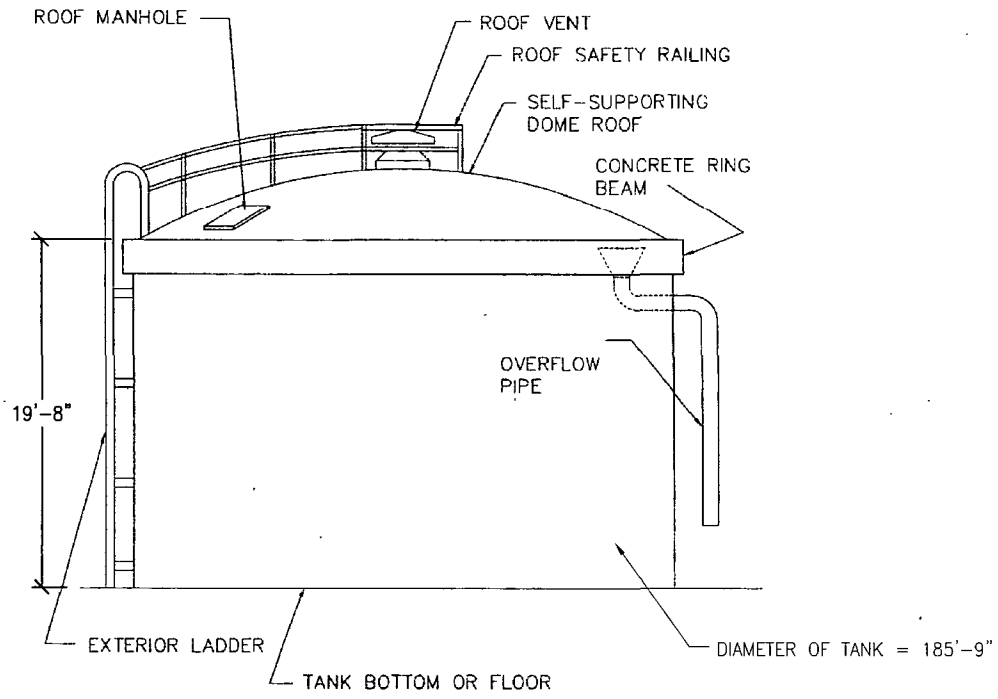
WD Project # 239831
Map Created: November, 2015

Wendel WD Architecture, Engineering, Surveying & Landscape Architecture, P.C. shall assume no liability for 1. Any errors, omissions, or inaccuracies in the information provided regardless of how caused or; 2. Any decision or action taken or not taken by the reader in reliance upon any information or data furnished hereunder.
Data Sources: NYS GIS Clearinghouse, Erie County Department of GIS, Aerial Imagery: Spring 2014

APPENDIX E
DETAILS



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VETERANS PARK TANK
4,000,000 GALLON PARTIALLY BURIED CONCRETE GROUND STORAGE TANK

SCALE: N.T.S.

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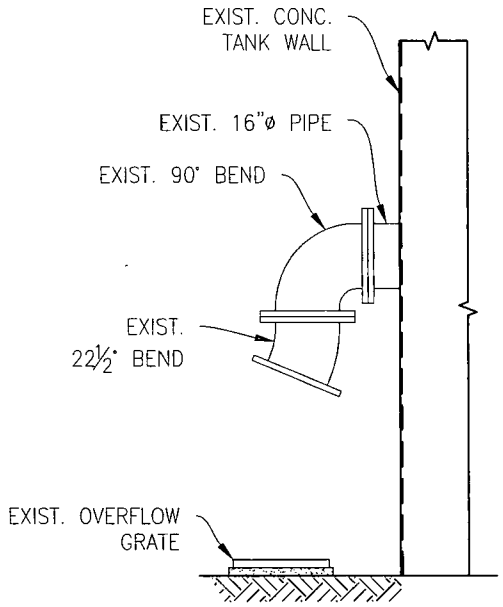
ECWA STORAGE TANK REHABILITATION
CONTRACT W23

VETERANS PARK TANK

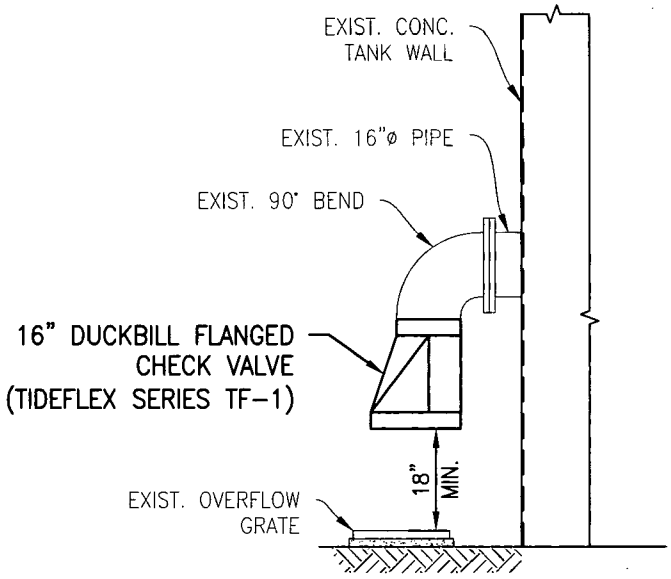
Proj. No.	239831
Date	4/11/16
Ref. Dwg.	
No.	W23-1



EXISTING

NOTES:

1. REMOVE EXISTING 22½° BEND.
2. INSTALL 16" DUCKBILL FLANGED CHECK VALVE ONTO 90° BEND.
3. CONTRACTOR SHALL FIELD VERIFY THAT THE 18" MINIMUM BETWEEN THE PROPOSED CHECK VALVE AND THE EXISTING SPLASH PAD IS MET.



PROPOSED

OVERFLOW PIPE MODIFICATIONS

SCALE: N.T.S.

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ECWA STORAGE TANK REHABILITATION
CONTRACT W23

VETERANS PARK TANK

Proj. No.	239831
Date	4/11/16
Ref. Dwg.	
No.	W23-2

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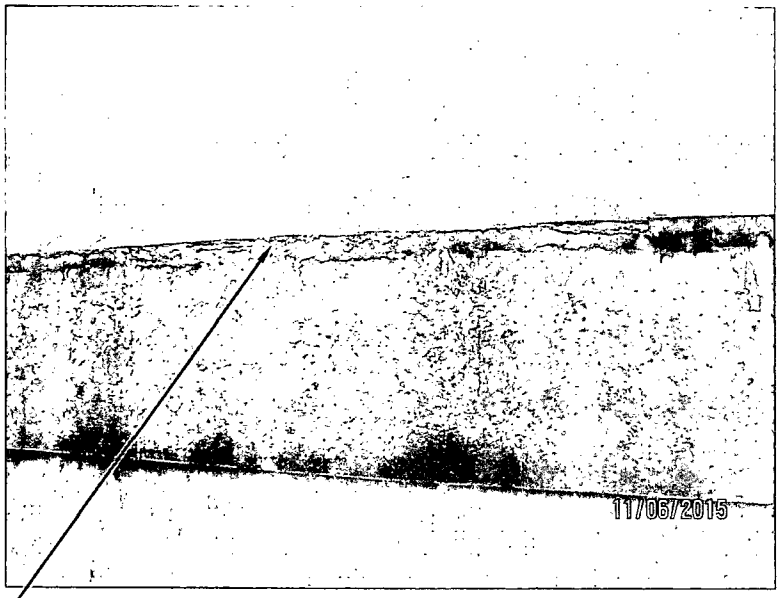
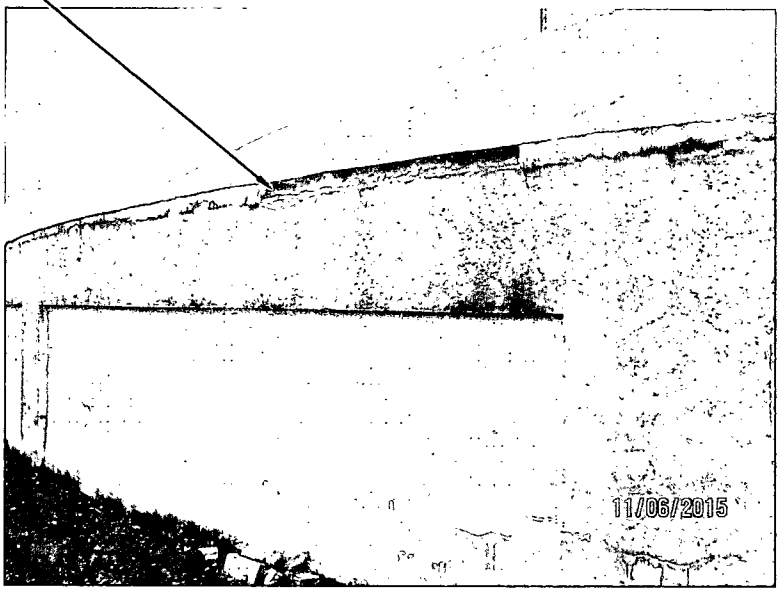


REPAIR RING BEAM AS SPECIFIED



RING BEAM REPAIR

SCALE: N.T.S.

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ECWA STORAGE TANK REHABILITATION
CONTRACT W23

VETERANS PARK TANK

Proj. No.	239831
Date	4/11/16
Ref. Dwg.	
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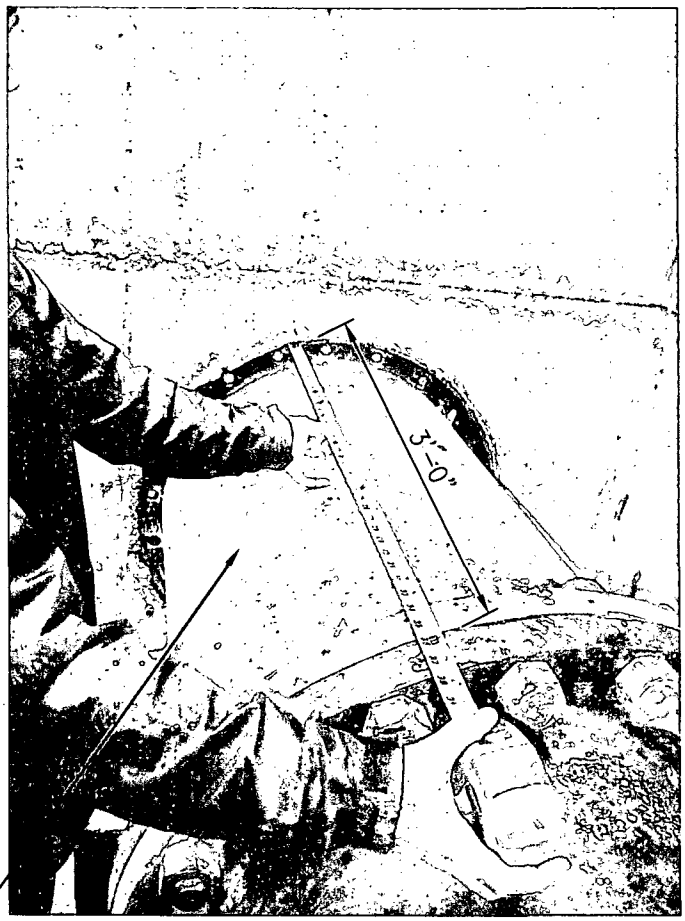

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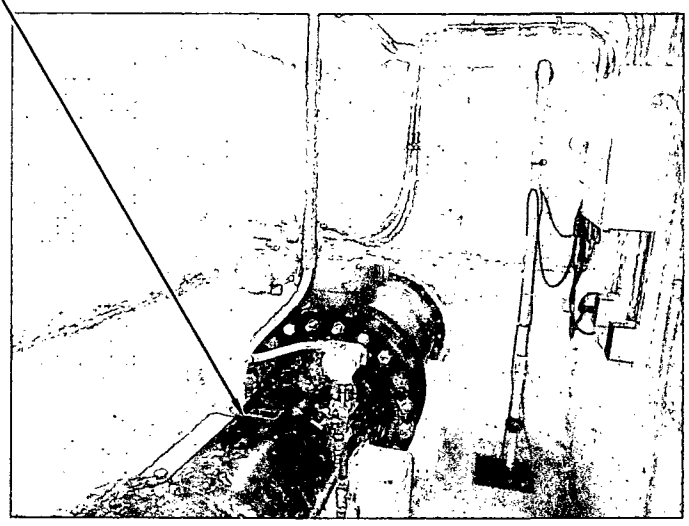

INLET VALVE VAULT

SCALE: N.T.S.

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ECWA STORAGE TANK REHABILITATION
CONTRACT W23

VETERANS PARK TANK

Proj. No.	239831
Date	4/11/16
Ref. Dwg.	
No.	W23-4

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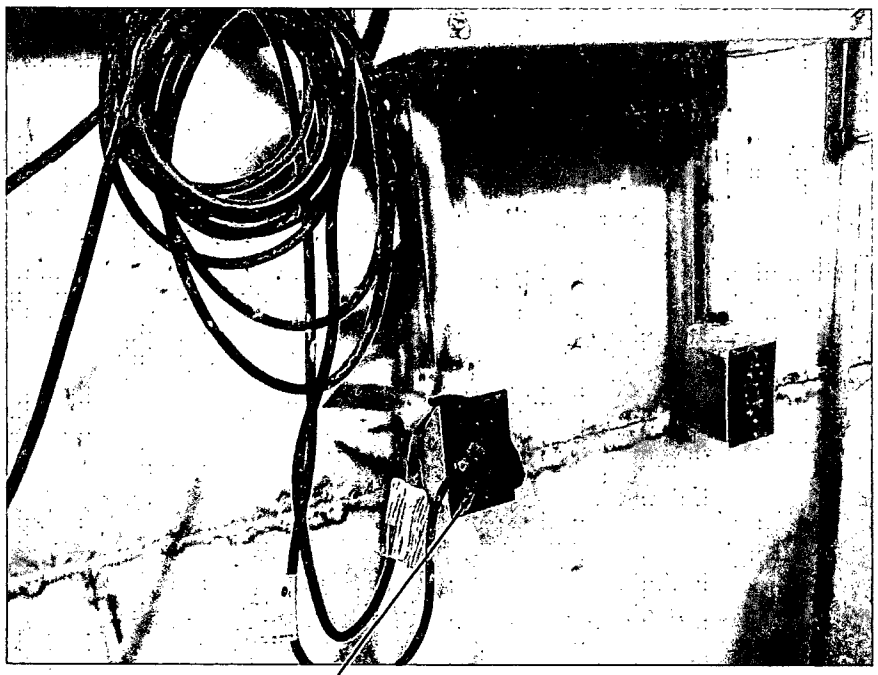

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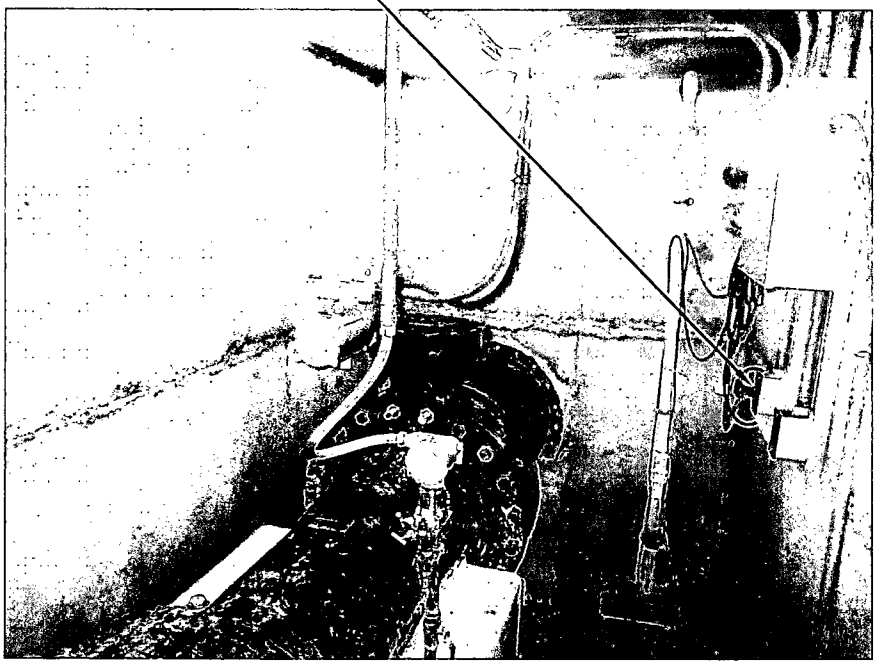

INLET VALVE VAULT

SCALE: N.T.S.

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ECWA STORAGE TANK REHABILITATION
CONTRACT W23

VETERANS PARK TANK

Proj. No.	239831
Date	4/11/16
Ref. Dwg.	
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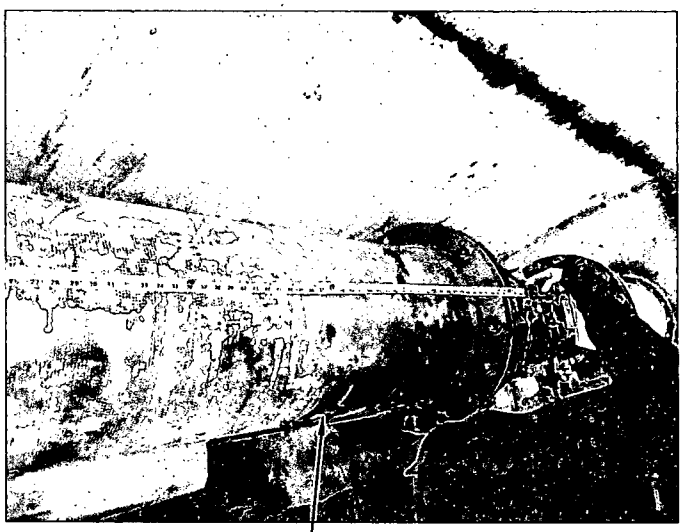

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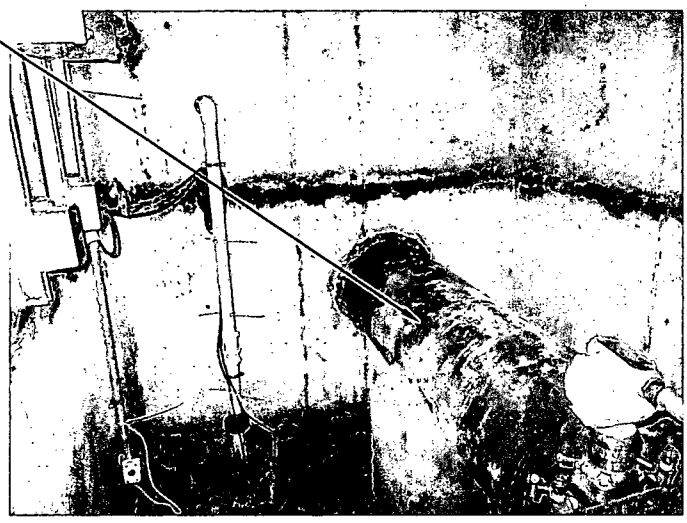

OUTLET VALVE VAULT

SCALE: N.T.S.

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ECWA STORAGE TANK REHABILITATION
CONTRACT W23

VETERANS PARK TANK

Proj. No.	239831
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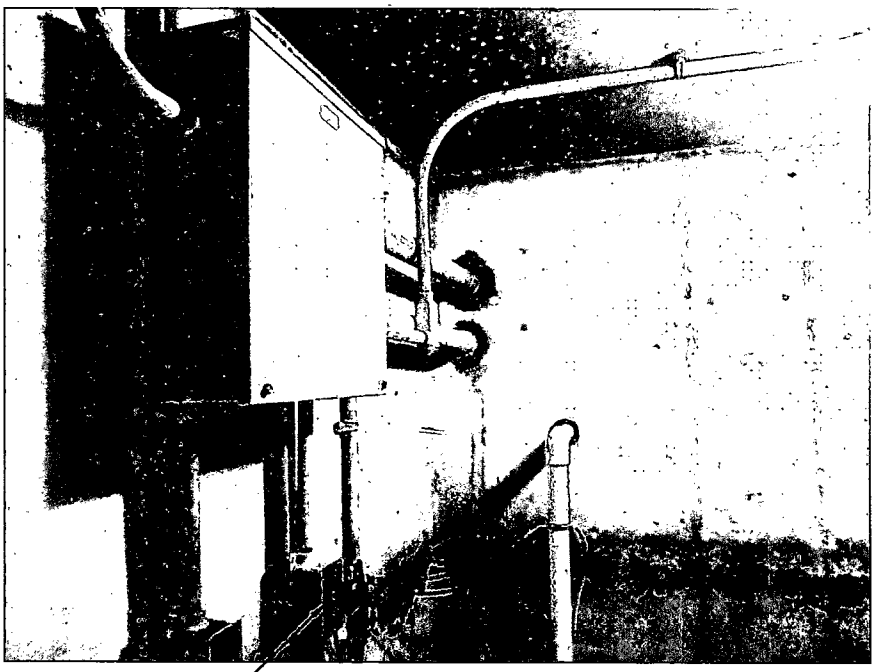

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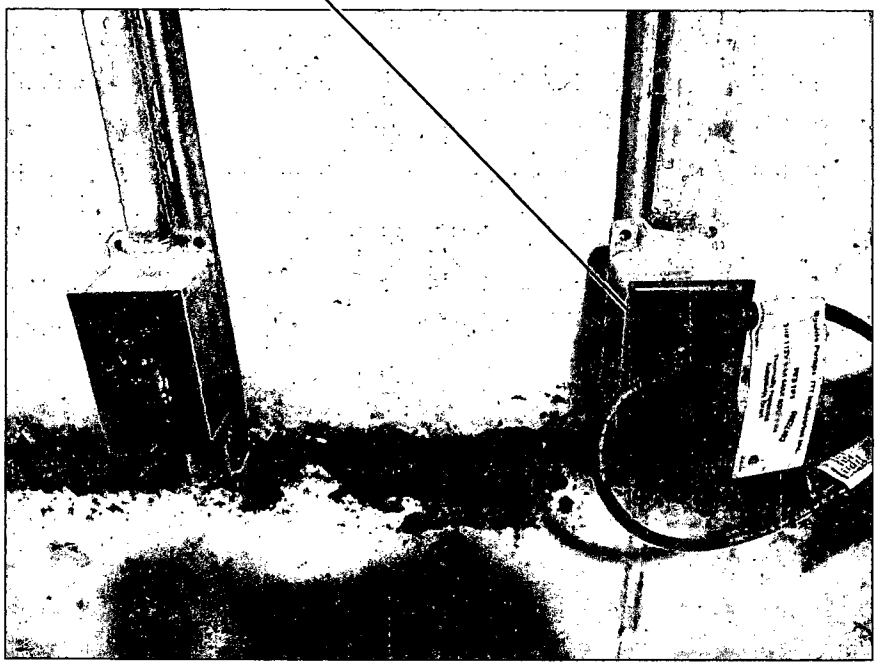

OUTLET VALVE VAULT

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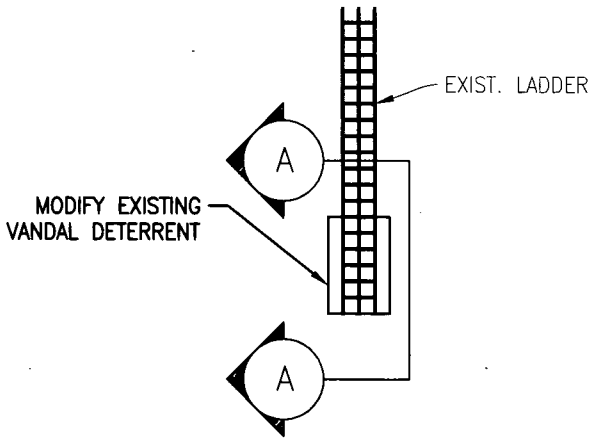
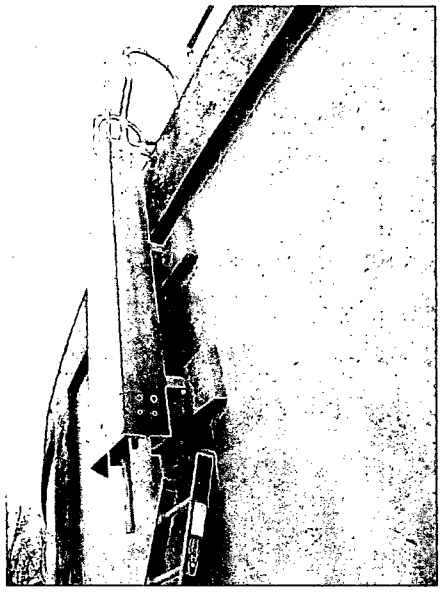
ECWA STORAGE TANK REHABILITATION
CONTRACT W23

VETERANS PARK TANK

Proj. No.	239831
Date	4/11/16
Ref. Dwg.	
No.	W23-7





VANDAL DETERRENT
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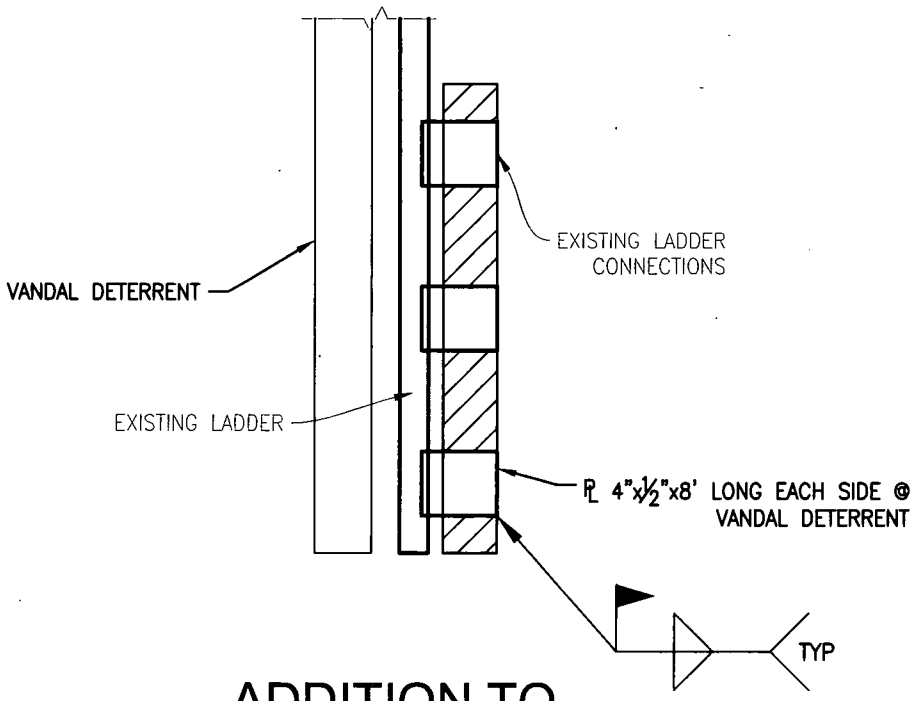

A ADDITION TO VANDAL DETERRENT
SCALE: N.T.S.

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	VETERANS PARK TANK	Ref. Dwg. No. W23–8

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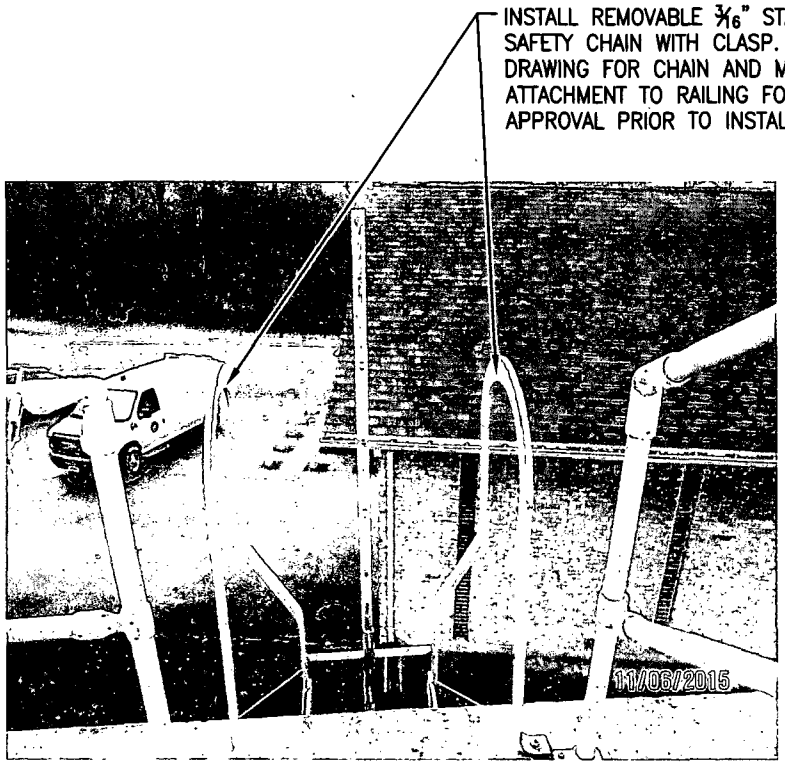

CLOSURE CHAIN DETAIL

SCALE: N.T.S.

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ECWA STORAGE TANK REHABILITATION
CONTRACT W23

VETERANS PARK TANK

Proj. No.	239831
Date	4/11/16
Ref. Dwg.	
No.	W23-9

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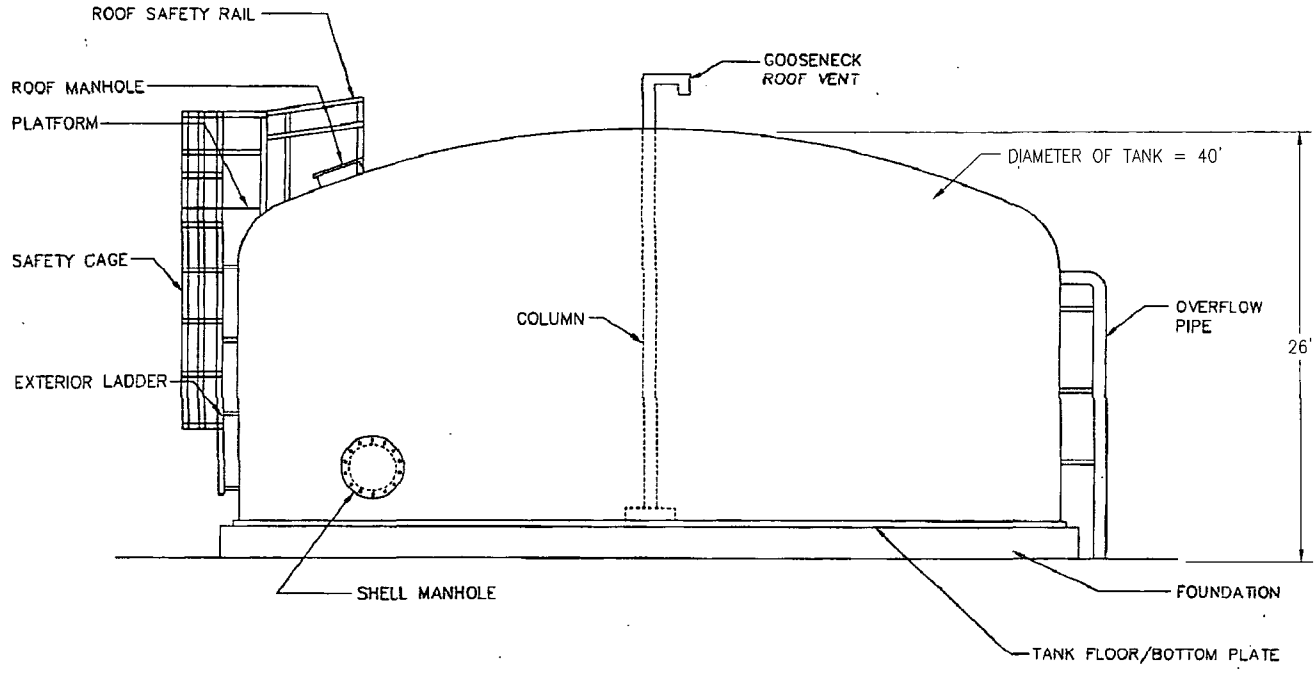

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VAN DE WATER SLUDGE HOLDING TANK
240,000 GALLON STEEL GROUND STORAGE TANK

SCALE: N.T.S.

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ECWA STORAGE TANK REHABILITATION
CONTRACT W23

VAN DE WATER TANK

Proj. No.	239831
Date	4/11/16
Ref. Dwg.	
No.	W23–10

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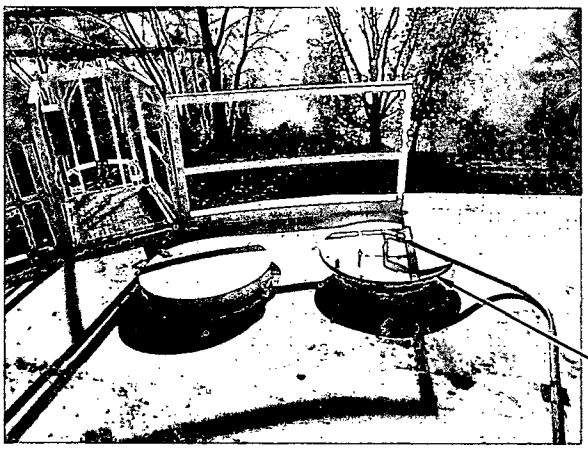
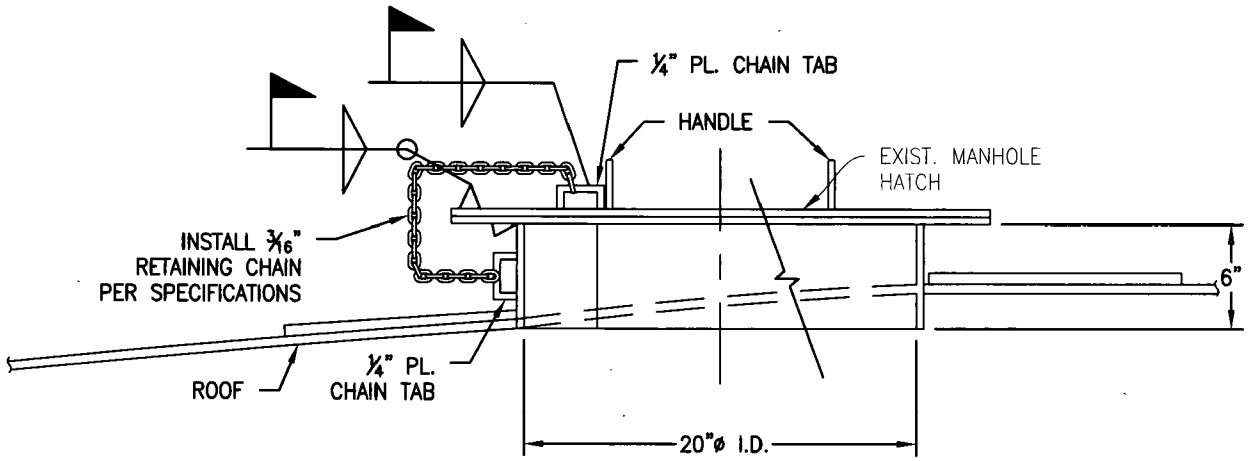


REPLACE MANHOLE GASKET AND REPLACE EXISTING BOLTS WITH GALVANIZED BOLTS



FLANGED AND BOLTED ROOF MANHOLE DETAIL

SCALE: N.T.S.

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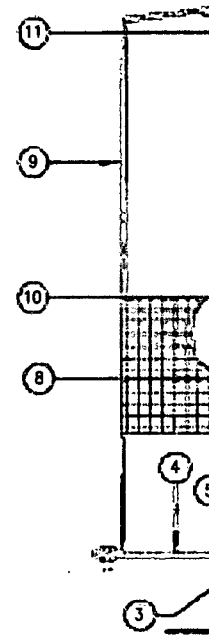
ECWA STORAGE TANK REHABILITATION
CONTRACT W23

VAN DE WATER TANK

Proj. No.	239831
Date	4/11/16
Ref. Dwg.	
No.	W23–11

1. STEEL PLATE ROLLED TO 24–1/2" O.D. x 6" HIGH (min.) x 1/4" THICK. MUST PROJECT 4" ABOVE ROOF. (INSTALL PLUMB)
2. STEEL PLATE 34" O.D. x 1/4" x 24" I.D. (MUST BE INSTALLED LEVEL) BOLT CIRCLE: (8) 13/16" ø HOLES @ 15–1/8" RAD.
3. RUBBER GASKET 34" O.D. x 3/8" x 24–1/4" I.D. BOLT CIRCLE: (8) 13/16" ø HOLES @ 15–1/8" RAD.
4. ALUMINUM PLATE 58" O.D. x 3/16" x 24" I.D. EQUIPPED w/ (4) OPENINGS COVERED BY 3/4" x .125" FLATTENED EXPANDED ALUMINUM, OPENING SIZE .625" x 1.75" (FIG 2).
5. (8 INNER, 20 OUTER) 304 S.S. BOLTS w/ H.H. NUTS & (2) FLAT WASHERS PER BOLT 3/4" ø x 1–1/2" LONG. BOLT CIRCLES: (8) 7/16" ø HOLES @ 15–1/8" RAD. & (20) 1/4" ø HOLES @ 22–1/4" RAD.
6. ALUMINUM PLATE ROLLED TO 24" I.D. x 3/16" x 12–1/2" LONG (ROUND ONE EDGE).
7. LINEAR HIGH DENSITY POLY–ETHYLENE (HDPE) VACUUM PALLET 44" O.D. x 23" I.D. x 1/2" THICK.
8. ALUMINUM PLATE ROLLED TO 48" O.D. x 12–1/2 HIGH x 1/8" THICK.
9. ALUMINUM PLATE ROLLED TO 54" O.D. x 12" HIGH x 1/8" THICK.
10. PRESSURE ROLLER (REFER TO FIG. 2).
11. ALUMINUM 2" x 2" x 3/16", ANGLE ROLLED TO 47¾" I.D. LEG CUT w/ (4) EVENLY SPACED 9/16" ø HOLES (REFER TO FIG. 3)
12. ALUMINUM CONE ROOF PLATE 54" ø x 1/8" THICK (MAY SUBSTITUTE PRESSED PLATE OR FLANGED AND DISHED HEAD).
13. (6) ALUMINUM BAR 2" x 3/16" x 8" LONG (REFER TO FIG. 5).
14. (4) 304 S.S. BOLTS 1/2" ø x 1–1/2" LONG WITH (1) FLAT WASHER, (1) LOCK WASHER AND (1) NUT PER BOLT (REFER TO FIG. 3). MAY SUBSTITUTE 1" ø x 1/2" THICK BAR STOCK, DRILLED AND TAPPED, AND WELDED TO ANGLE FOR NUT AND LOCK WASHER.
15. 3/4" x .125" FLATTENED EXPANDED ALUMINUM (OPENING SIZE .625" x 1.75") FORMED TO 48" I.D. x 11" HIGH.
16. ALUMINUM ANGLE 1" x 1" x 3/16" ROLLED TO 45¾" I.D. LEG OUT w/ (8) EVENLY SPACED 3/16" ø HOLES LOCATED MIDWAY ON THE HORIZONTAL LEG.
17. (6) ALUMINUM BAR 6" x 1¼" x ⅛"
18. 3/4" x .125" FLATTENED EXPANDED ALUMINUM (OPENING SIZE .625" x 1.75") FORMED TO 54" I.D. x 9" HIGH SUPPORTED BY (6) EVENLY SPACED ALUMINUM BARS, 2" x 3/16" x 6" LONG.
19. ALUMINUM PLATE ROLLED TO 54" O.D. x 13" HIGH x 1/8" THICK SECTION OF VERTICAL SHIELD.
20. ALUMINUM ANGLE 2" x 2" x 3/16" ROLLED TO 43¾" I.D. LEG OUT w/ (8) EVENLY SPACED 3/16" ø HOLES LOCATED MIDWAY ON THE HORIZONTAL LEG.
21. (6) ALUMINUM ANGLE 2" x 2" x 3/16" x 11⅝" LONG, ORIENTED LEG–DOWN.
22. ALUMINUM PLATE 58" O.D. x 3/16" x 54" I.D. TO PROVIDE 2" WIDE LIP FOR BOLTING.

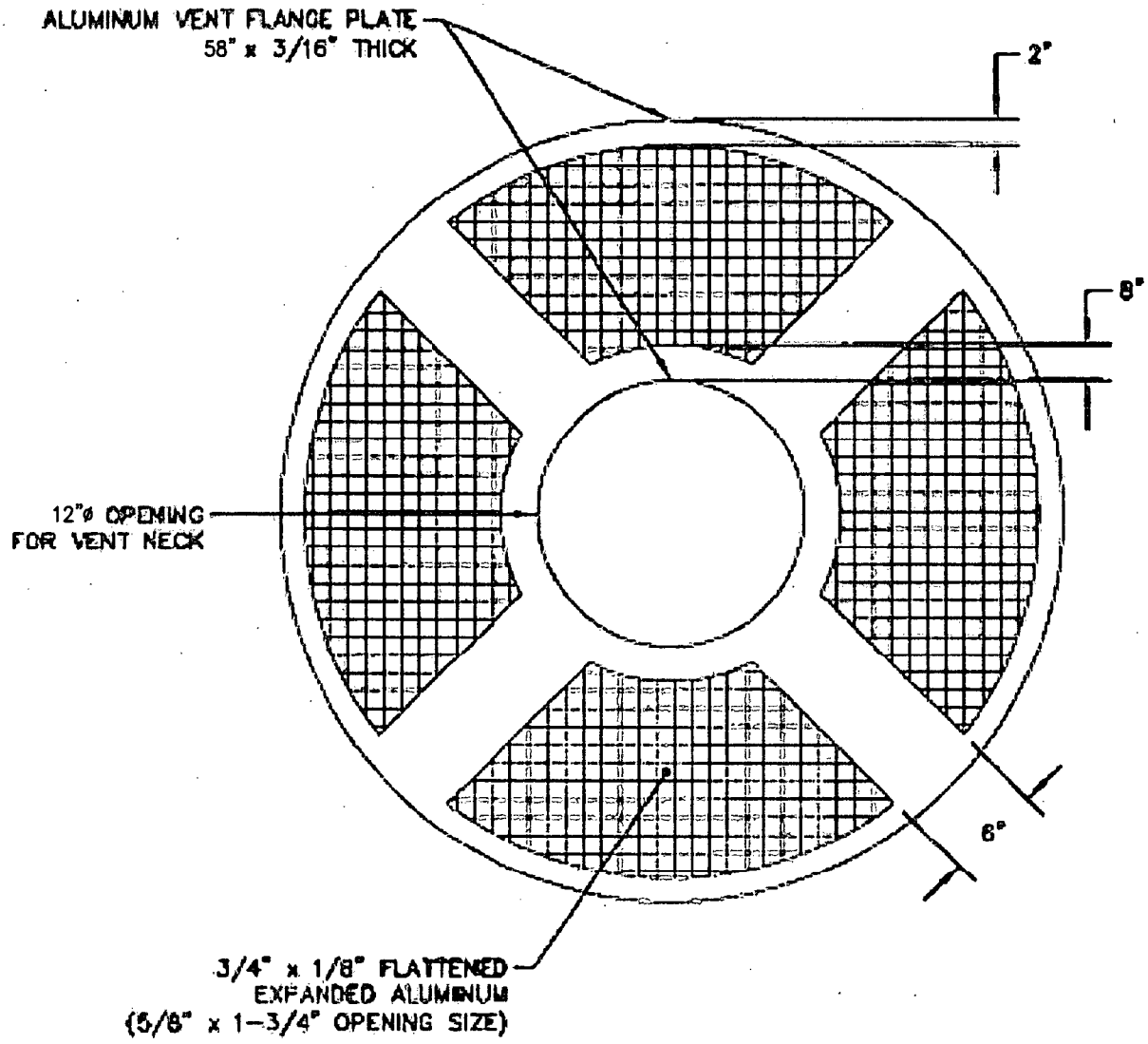


NOTES:
1. ALL STEEL ITEMS TO BE MADE FROM A36 OR A283 GRADES A, B OR C STAINLESS UNLESS OTHERWISE SPECIFIED.
2. ALL ALUMINUM ITEMS TO BE MADE FROM GRADE 3003–H14 OR H–16 FORMABLE UNLESS OTHERWISE SPECIFIED.
3. ALL DIMENSIONS TO BE ±1/8" TOLERANCE, EXCEPT BOLT HOLE DIAMETERS TO ±1/32" TOLERANCE.

24" DIA. CLOG RESISTANT ALUM ROOF VENT

SCALE: N.T.S.

831 ECWA W-3 STORAGE TANK REFURB\16. CAD\DWG\CIVIL\COMPOSITE\W23\02 VAN DE WATER\ECWA_W23-VW-13.DWG LAYOUT: VAN DE WATER-12 DATE: 5/19/2016 2:43:35 PM



24" DIA. CLOG RESISTANT VENT SCREEN (FIGURE 2)

SCALE: N.T.S.

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	VAN DE WATER TANK	Ref. Dwg. No. W23-13

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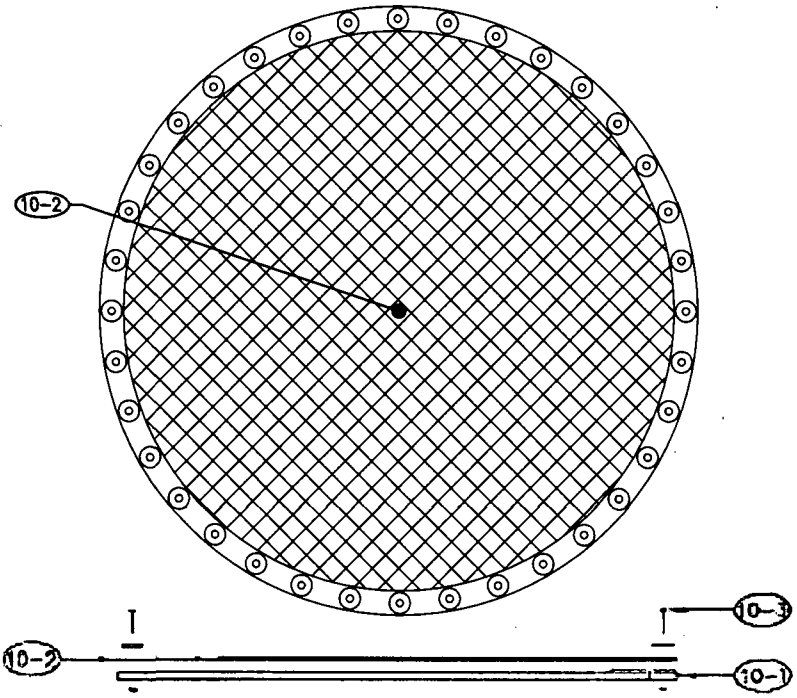
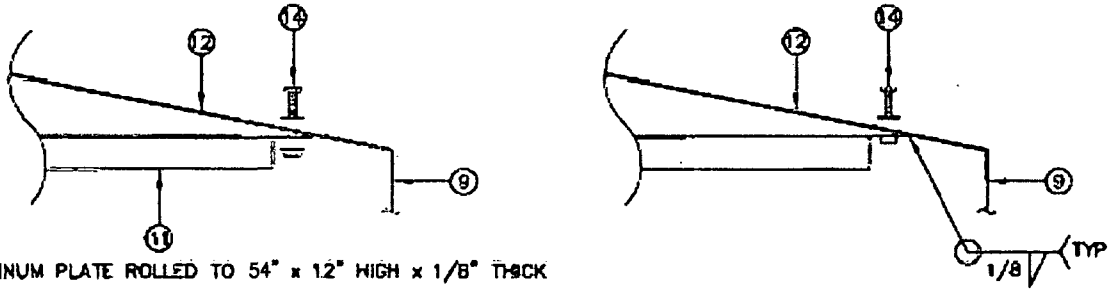


10-1 – HDPE RING 47" O.D. x 43" I.D. x 1/2" THICK
BOLT CIRCLE: (36) 1/4"ø HOLES EVENLY SPACED @ 22-1/2" RAD.

10-2 – 16 x 16 FIBERGLASS MESH 46"ø (0.018 – FIBERGLASS SCREEN)
BOLT CIRCLE: (36) 1/4"ø HOLES EVENLY SPACED @ 22-1/2" RAD.

10-3 – (36) No. 12 PAN HEAD 316 SS MACHINE SCREWS w/ NUTS AND FENDER WASHERS, 1-1/2" LONG.

FIGURE 3 - PRESSURE PALLET (24" DIA. VENT)



9 – ALUMINUM PLATE ROLLED TO 54" x 12" HIGH x 1/8" THICK

11 – ALUMINUM 2" X 2" x 3/16" ANGLE ROLLED TO 47¾" I.D. LEG CUT w/ (4) EVENLY SPACED 9/16"ø HOLES.

12 – ALUMINUM CONE ROOF PLATE 54"ø x 1/8" THICK (MAY SUBSTITUTE PRESSED PLATE FLANGED AND DISHED HEAD).

14 – (4) 304 STAINLESS STEEL BUTTON – HEAD CAP SCREW 1/2"ø x 1-1/2" LONG WITH (1) FLAT WASHER, (1) LOCK WASHER AND (1) NUT PER BOLT (REFER TO FIGURE 3). MAY SUBSTITUTE 1"ø x 1/2" THICK BAR STOCK, DRILLED AND TAPPED AND WELDED TO ANGLE FOR NUT AND LOCK WASHER.

FIGURE 4 - VENT COVER CONNECTION

VENT PRESSURE PALLET & COVER CONNECTION

SCALE: N.T.S.

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ECWA STORAGE TANK REHABILITATION
CONTRACT W23

VAN DE WATER TANK

Proj. No.	239831
Date	4/11/16
Ref. Dwg.	
No.	W23-14

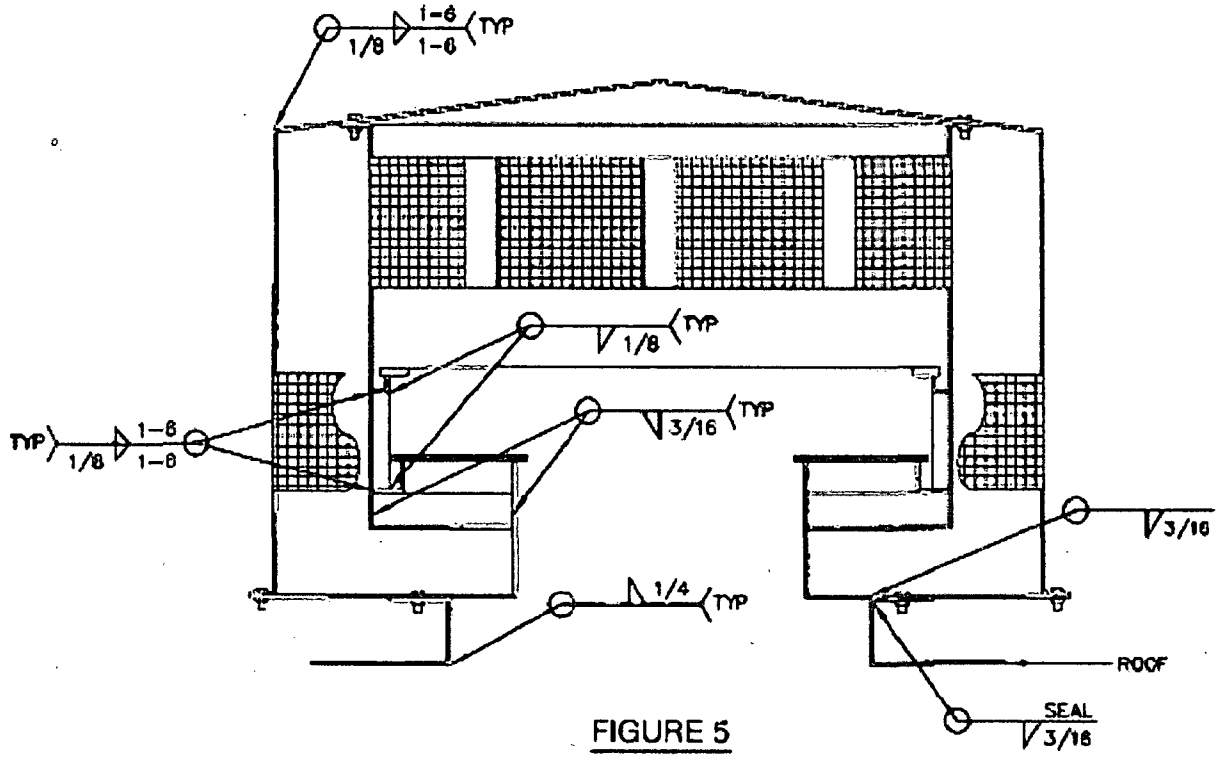

FIGURE 5

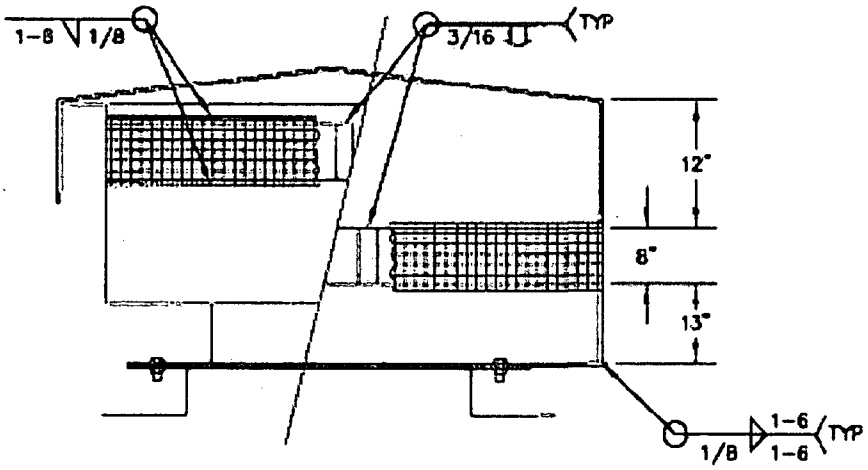

FIGURE 6

24" DIA. VENT WELDING SPECIFICATIONS

SCALE: N.T.S.

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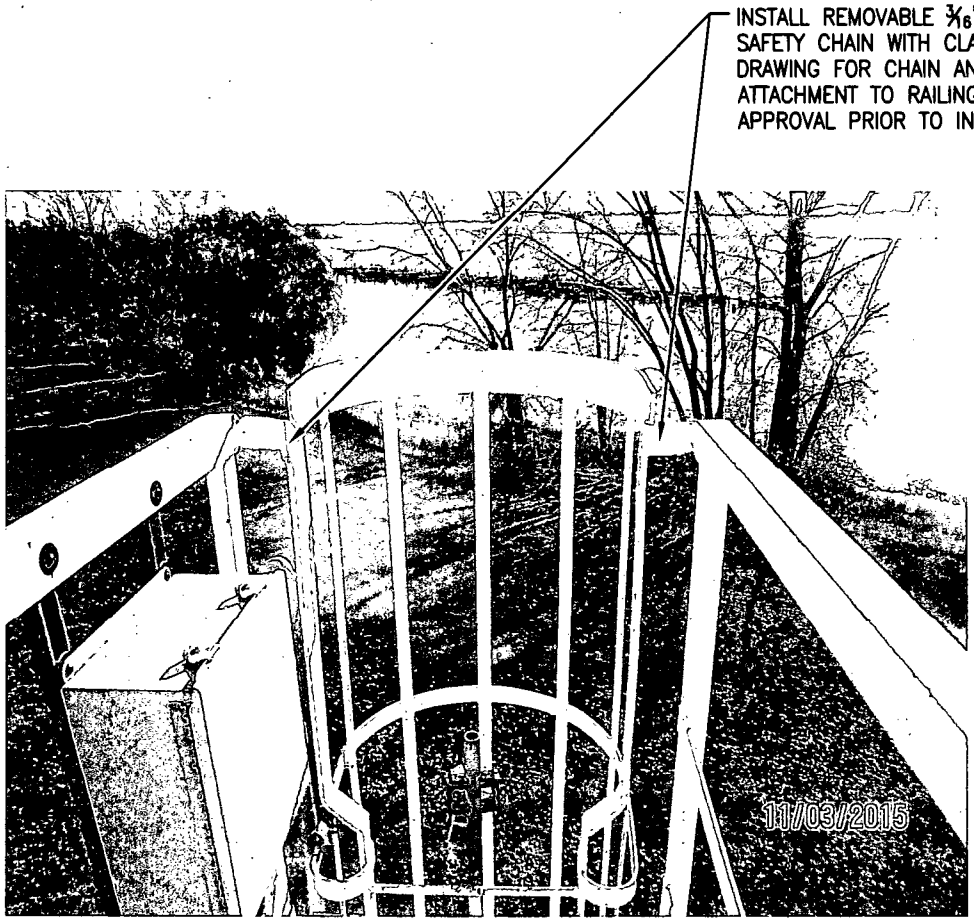
ECWA STORAGE TANK REHABILITATION
CONTRACT W23

VAN DE WATER TANK

Proj. No.	239831
Date	4/11/16
Ref. Dwg.	
No.	W23-15



CLOSURE CHAIN

SCALE: N.T.S.

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ECWA STORAGE TANK REHABILITATION
CONTRACT W23

VAN DE WATER TANK

Proj. No. 239831
Date 4/11/16
Ref. Dwg.
No. W23-16

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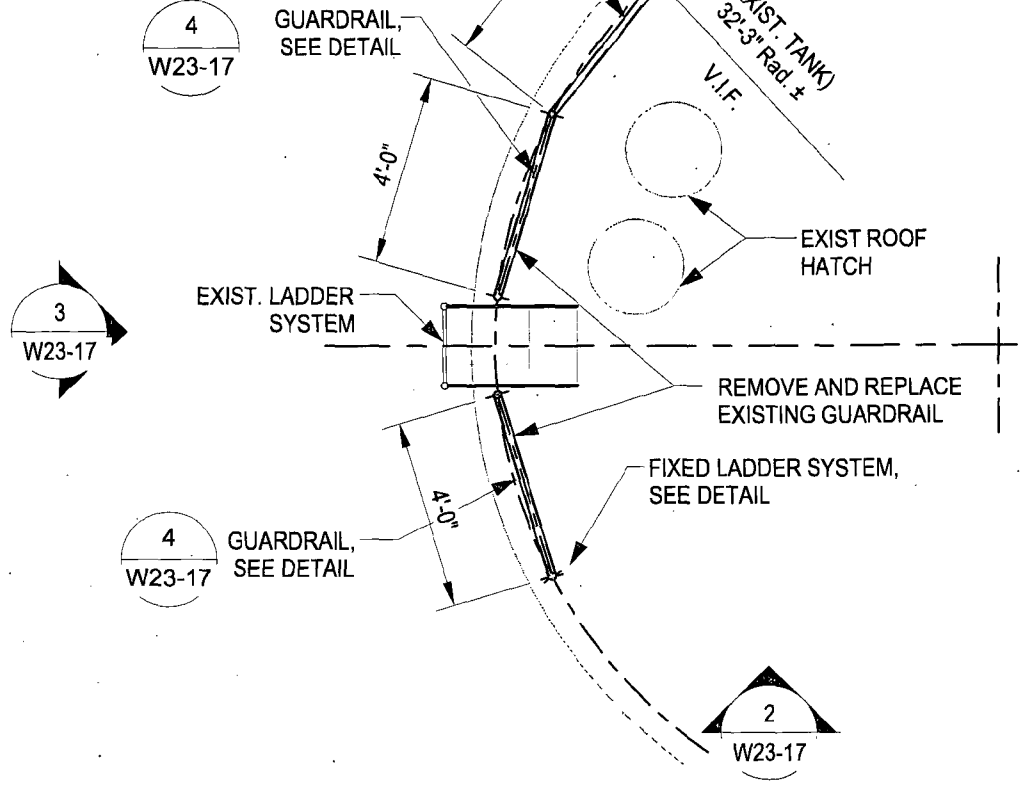
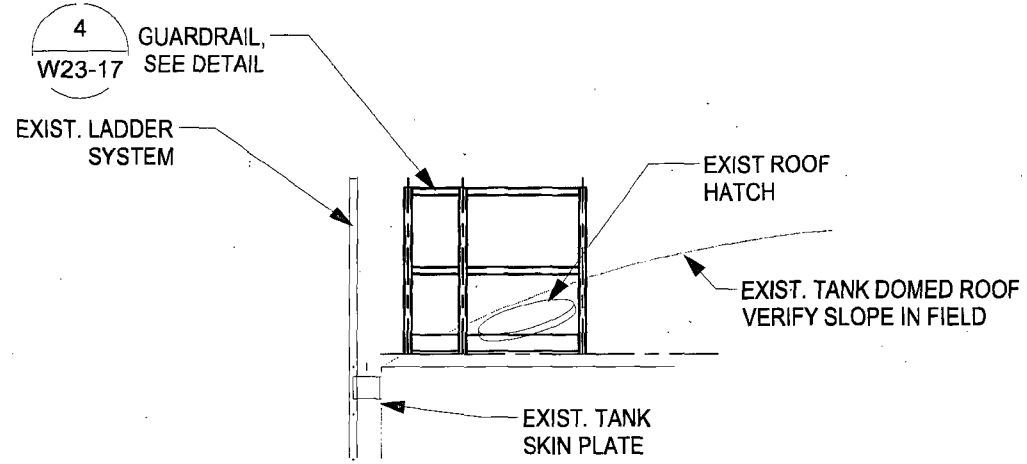


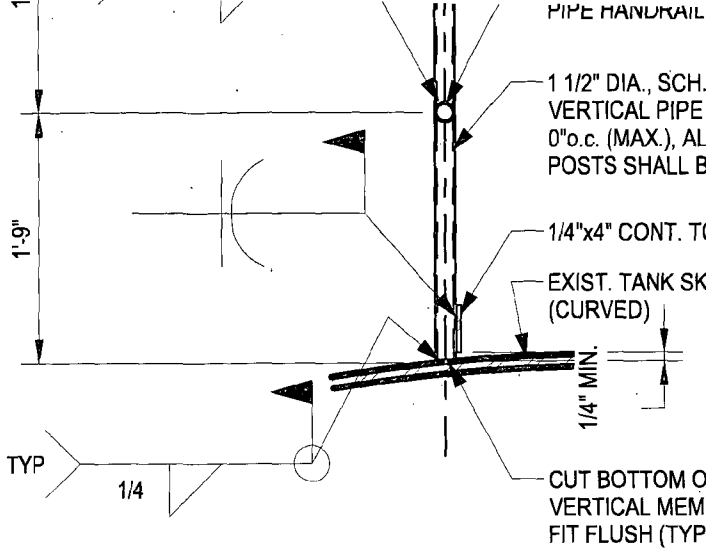
1 GUARDRAIL LAYOUT PLAN

N.T.S



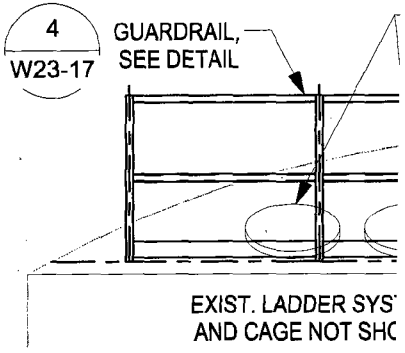
2 SIDE ELEVATION

N.T.S



4 TYPICAL GUARDRAIL DETAIL

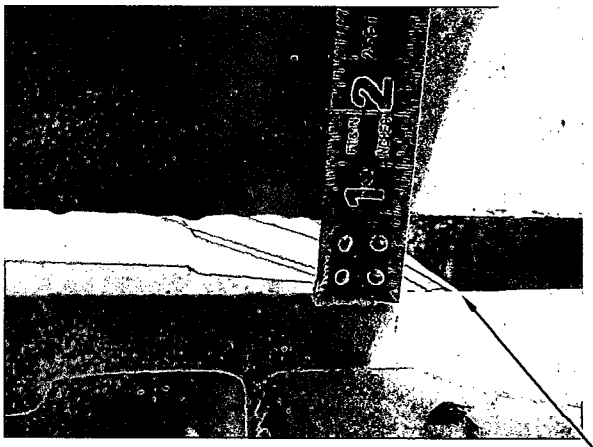
N.T.S

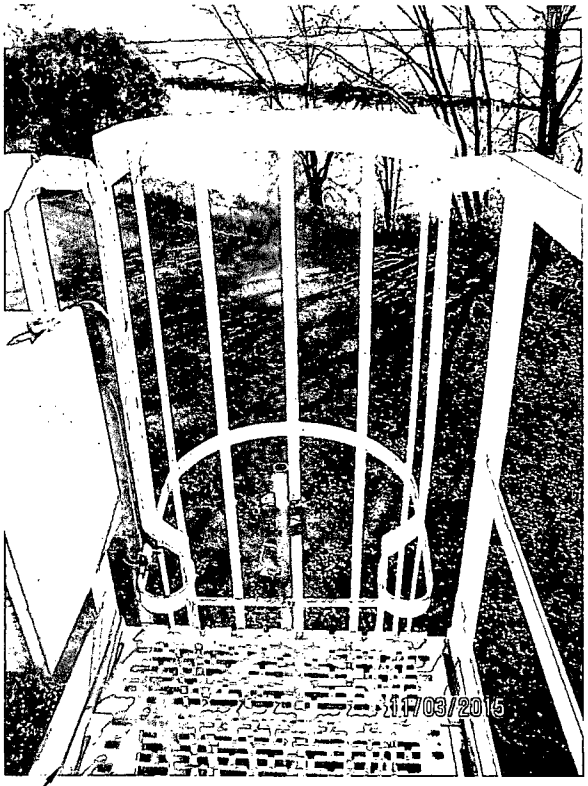


3 FRONT ELEVA

N.T.S

PROJECTS\239831 ECWA W-3 STORAGE TANK REFURB\16. CAD\DWG\CIVIL\COMPOSITE\W23\02 VAN DE WATER\ECWA_W23-W-18.DWG LAYOUT: VAN DE WATER-17 DATE: 5/19/2016 3:41:28 PM





MODIFY TOE PLATE. DISTANCE BETWEEN TOE PLATE AND PLATFORM SHALL BE LESS THAN ¼"

TOE PLATE

SCALE: N.T.S.

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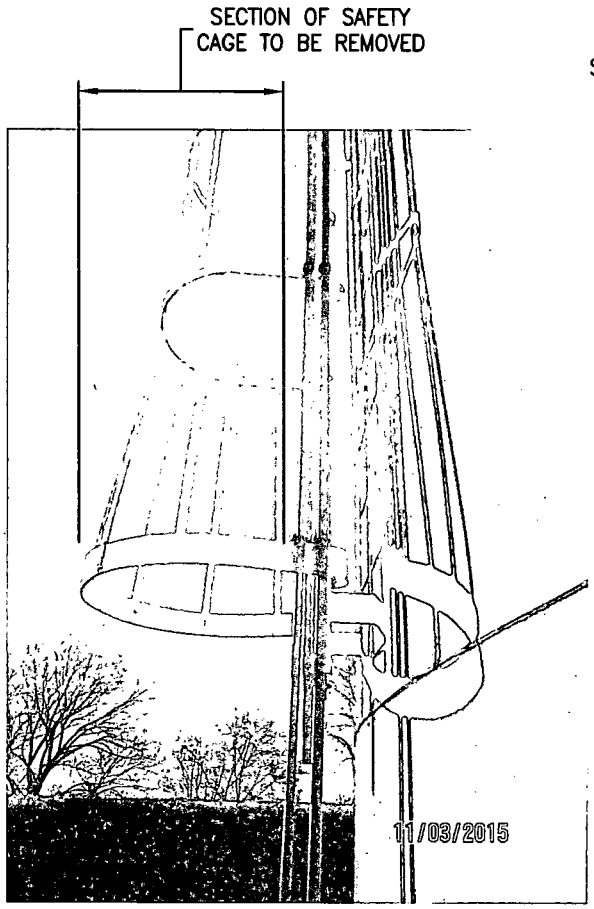
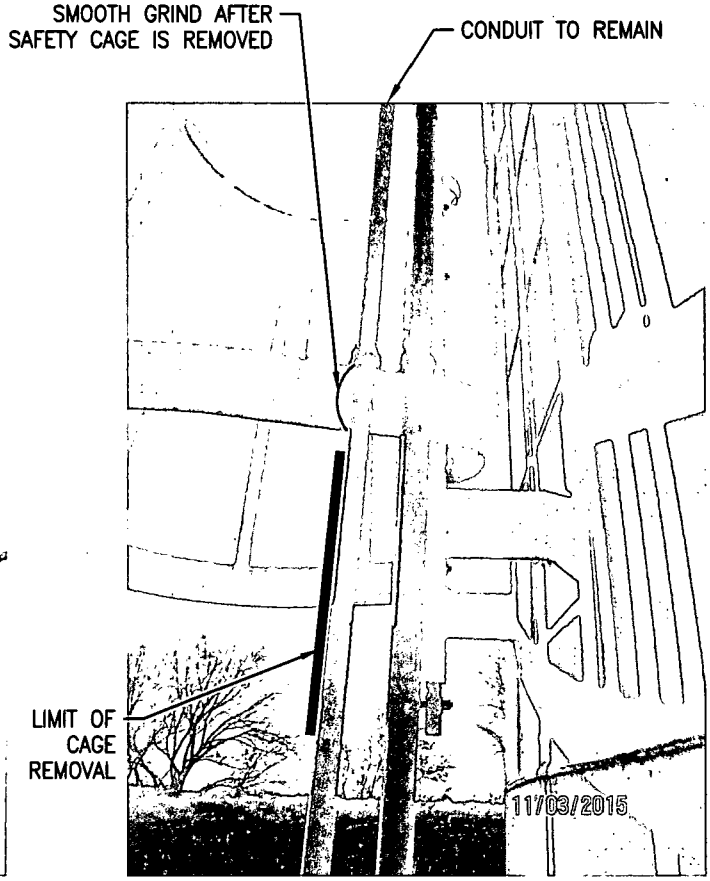
ECWA STORAGE TANK REHABILITATION
CONTRACT W23

VAN DE WATER TANK

Proj. No.	239831
Date	4/11/16
Ref. Dwg.	
No.	W23–18





NOTE:
THE EXISTING CONDUIT WILL NOT BE RELOCATED.

SAFETY CAGE

SCALE: N.T.S.

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ECWA STORAGE TANK REHABILITATION
CONTRACT W23

VAN DE WATER TANK

Proj. No.	239831
Date	4/11/16
Ref. Dwg.	
No.	W23-19

INSTALL ANTI-SLIP LADDER RUNG COVERS, EXISTING LADDER RUNGS ARE ¾"ø AND 18" LONG (RAILING TO RAILING)

SAFETY CAGE LADDER

SCALE: N.T.S.

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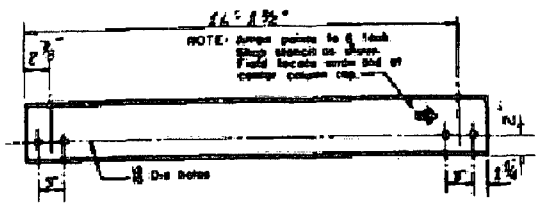
ECWA STORAGE TANK REHABILITATION
CONTRACT W23

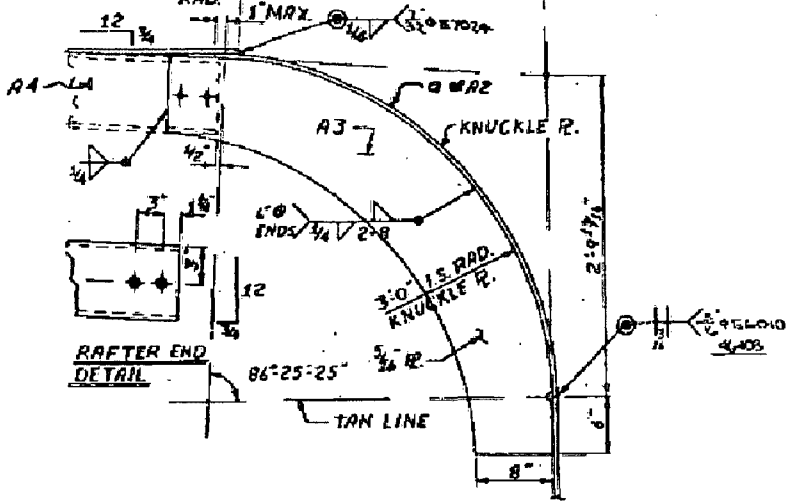
VAN DE WATER TANK

Proj. No.	239831
Date	4/11/16
Ref. Dwg.	
No.	W23-20



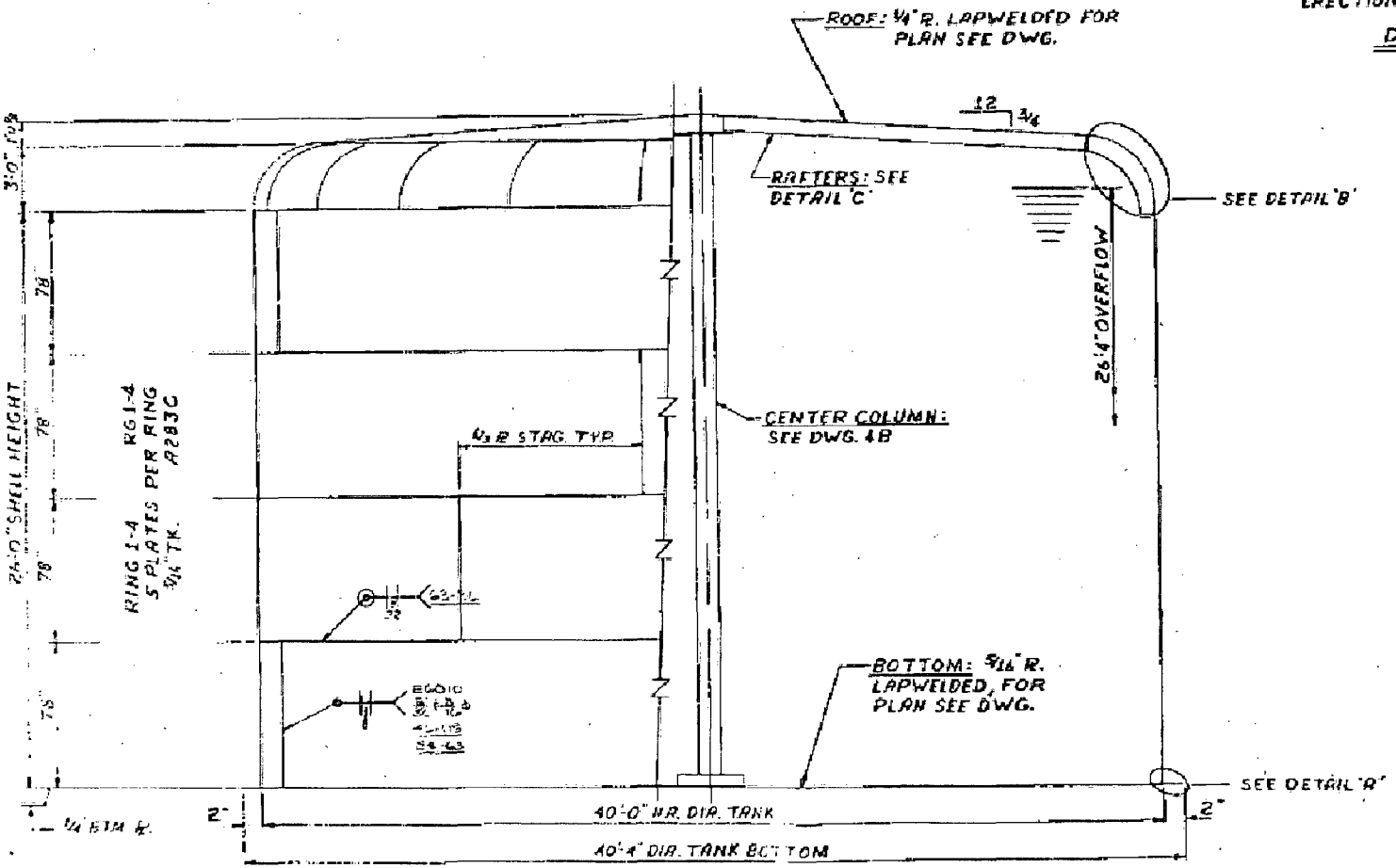
RAFTERS A4

DETAIL C



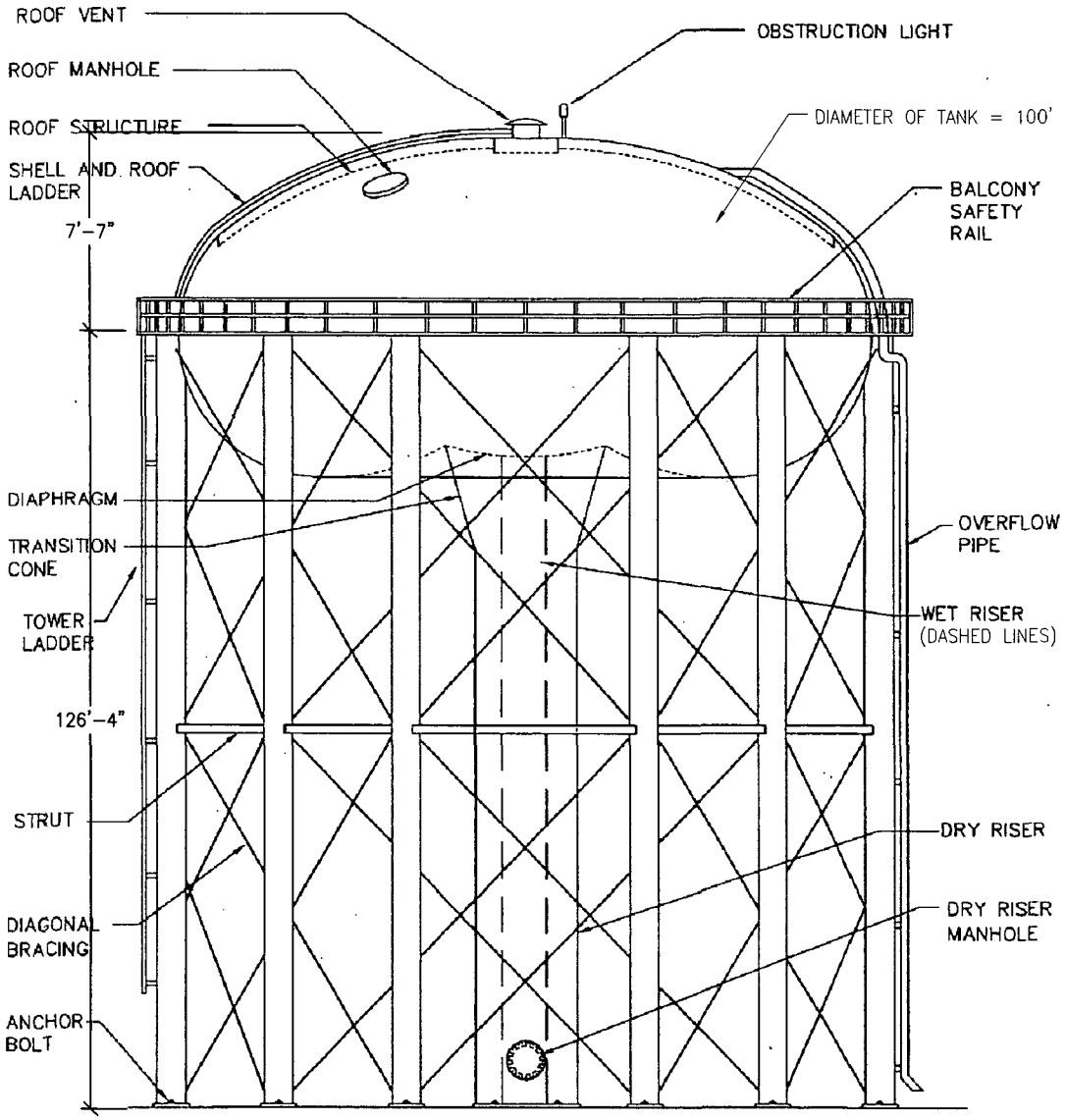
SHOP NOTE:
KNUCKLE R. MUST BE TRIMMED 1" MAX. BEYOND THE TANGENT LINE AT RAFTER CONN. ALL HOLES 13/16"Ø FOR 3/4" ERECTION BOLTS.

DETAIL 'B'



ELEVATION

W-3 STORAGE TANK REFURB\16- CAD\DWG\CIVIL\COMPOSITE\W23\02 VAN DE WATER\ECWA_W23-VW-23.DWG LAYOUT: VAN DE WATER-21 DATE: 5/19/2016 2:45:12 PM



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PLEASANT VIEW TANK
1,500,000 GALLON STEEL ELEVATED WATER STORAGE

SCALE: N.T.S.

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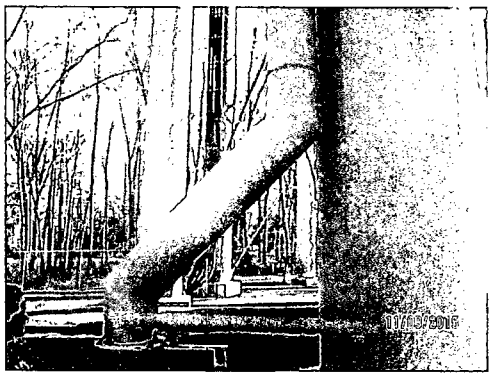
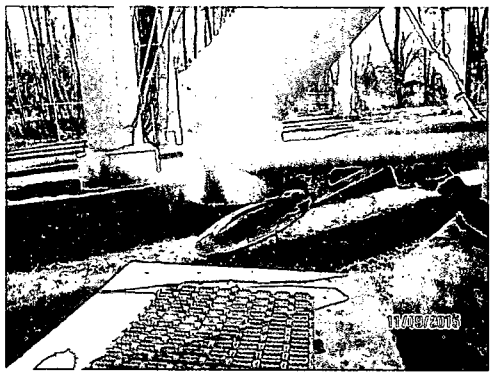
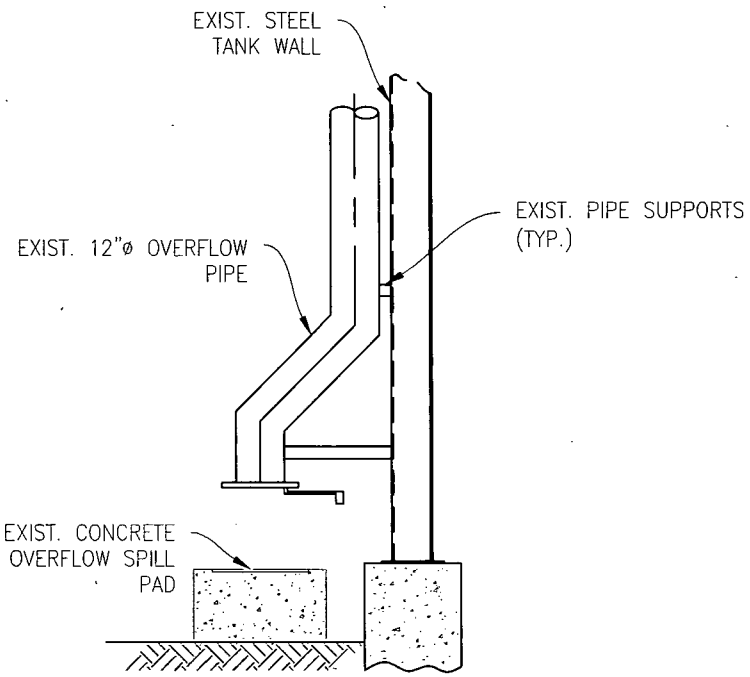
ECWA STORAGE TANK REHABILITATION CONTRACT W23	Proj. No. 239831 Date 4/11/16
PLEASANT VIEW TANK	Ref. Dwg. No. W23-22

FILENAME: P:\239831 ECWA W-3 STORAGE TANK REFURB\16. CAD\DWG\CIVIL\COMPOSITE\W23\03 PLEASANT VIEW\ECWA_W23-PV-24.DWG LAYOUT: PLEASANT-22 DATE: 5/19/2016 2:49:01 PM







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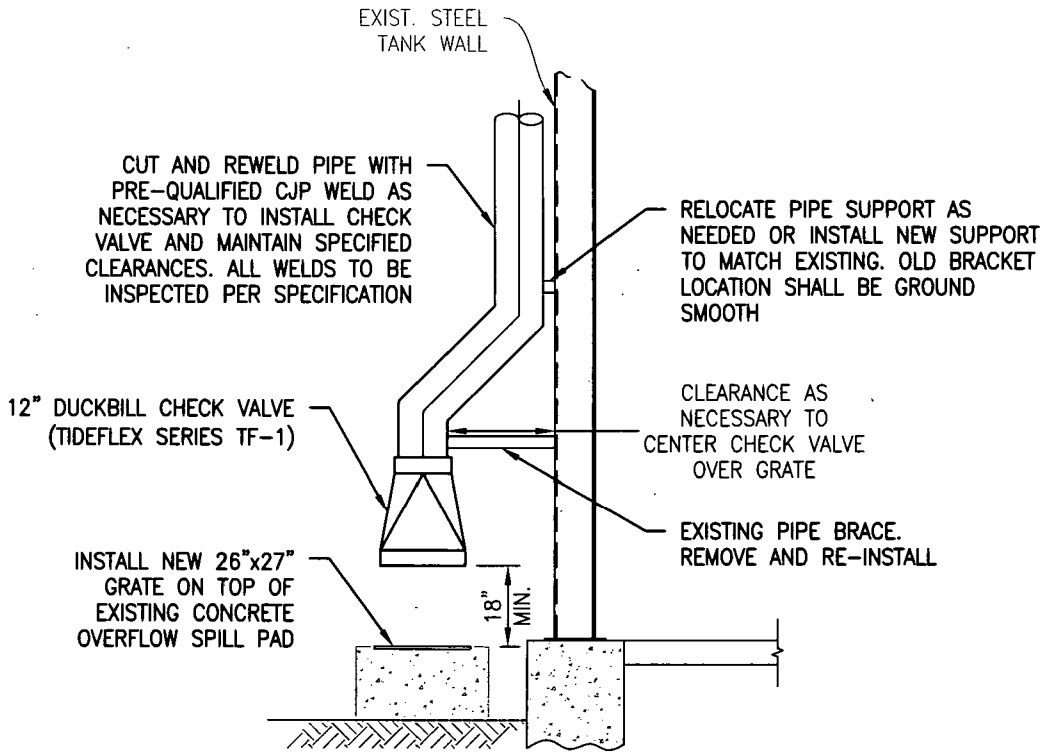

PROPOSED

OVERFLOW PIPE MODIFICATIONS

SCALE: N.T.S.

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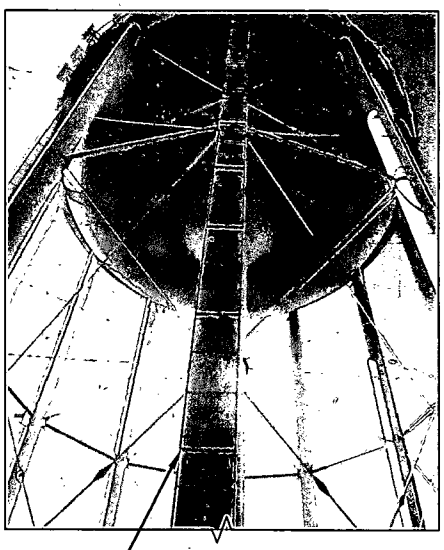
ECWA STORAGE TANK REHABILITATION
CONTRACT W23

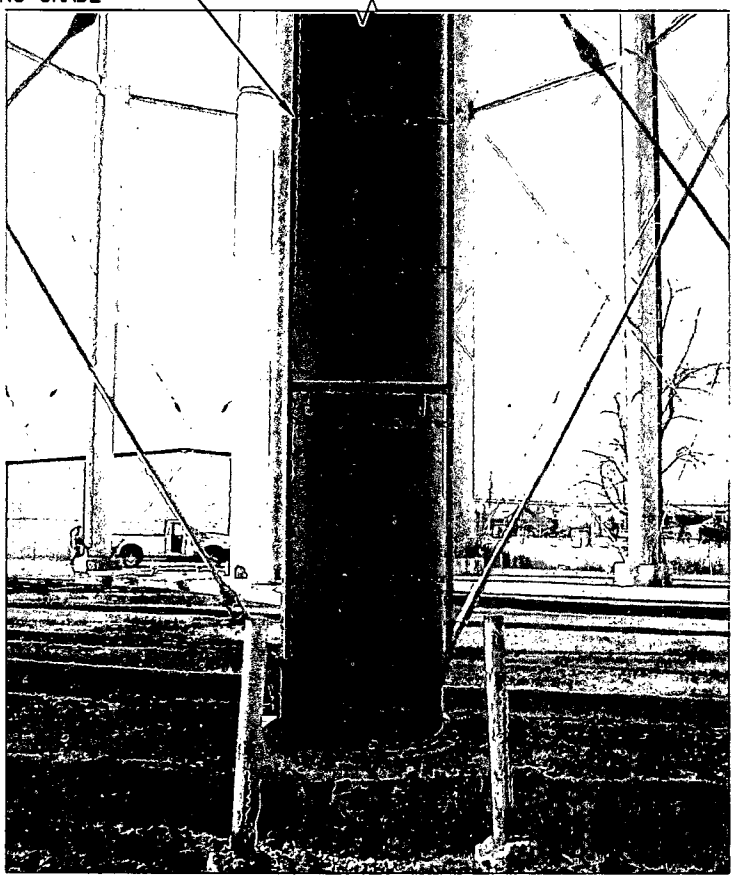
PLEASANT VIEW TANK

Proj. No.	239831
Date	4/11/16
Ref. Dwg.	
No.	W23-23

FILENAME: P:\239831 ECWA W-3 STORAGE TANK REFURB\16. CAD\DWG\CIVIL\COMPOSITE\W23\03 PLEASANT VIEW\ECWA_W23-PV-25.DWG LAYOUT: PLEASANT-23 DATE: 5/19/2016 2:49:17 PM



REMOVE PORTION OF EXISTING CABLE TRAY. BOTTOM RUNG SHALL BE 20' ABOVE EXISTING GRADE



NOTES:

1. CONTRACTOR SHALL REMOVE EXISTING TABS. SMOOTH GRIND AND SPOT REPAIR PAINT AS NEEDED AFTER CABLE TRAY IS REMOVED.

CABLE TRAY MODIFICATION

SCALE: N.T.S.

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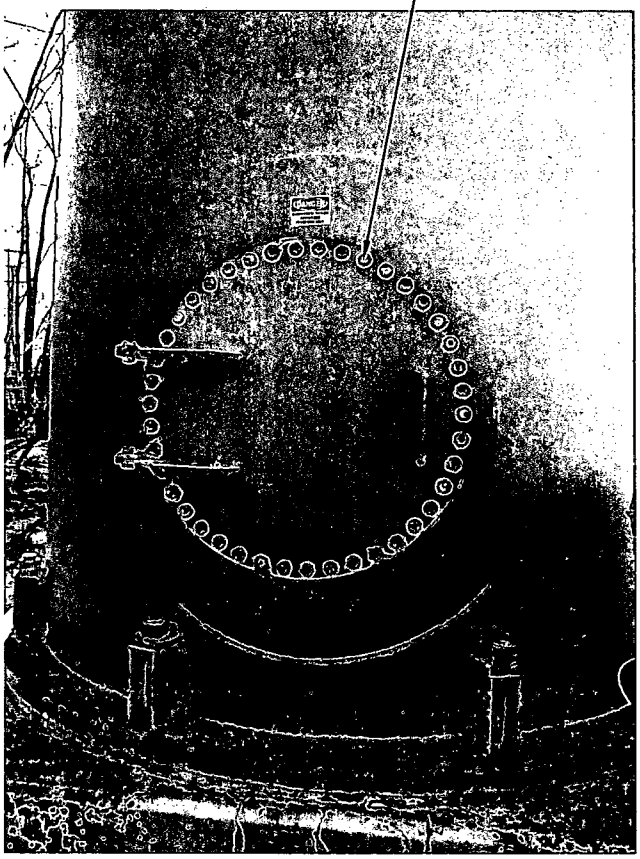
ECWA STORAGE TANK REHABILITATION
CONTRACT W23

PLEASANT VIEW TANK

Proj. No.	239831
Date	4/11/16
Ref. Dwg.	
No.	W23-24



FRONT VIEW

SIDE VIEW

FLANGED MANHOLE MODIFICATION

SCALE: N.T.S.

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ECWA STORAGE TANK REHABILITATION
CONTRACT W23

PLEASANT VIEW TANK

Proj. No.	239831
Date	4/11/16
Ref. Dwg.	
No.	W23-25

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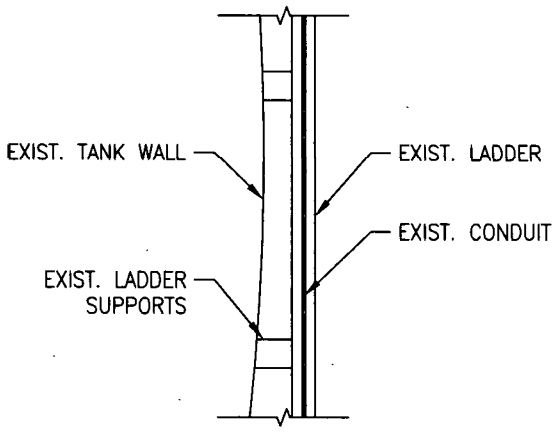
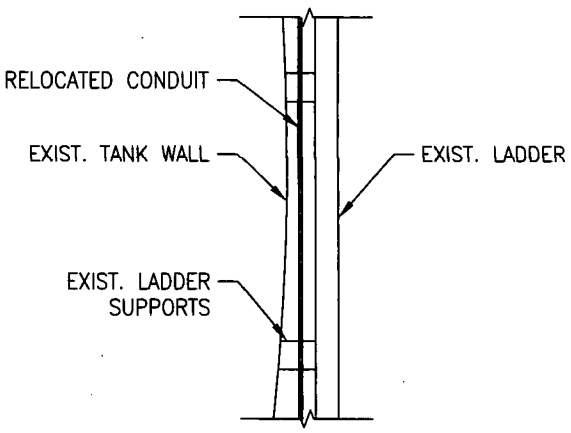


EXISTING LADDER & CONDUIT DETAIL

SCALE: N.T.S.



PROPOSED LADDER & CONDUIT DETAIL

SCALE: N.T.S.

NOTES:

1. RELOCATE EXISTING CONDUIT AWAY FROM HANDRAIL OF LADDER.
2. LOCATION SHALL BE ON THE EXISTING LADDER SUPPORTS CLOSER TO THE EXISTING TANK WALL.

LADDER CONDUIT MODIFICATION

SCALE: N.T.S.

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ECWA STORAGE TANK REHABILITATION
CONTRACT W23

PLEASANT VIEW TANK

Proj. No.	239831
Date	4/11/16
Ref. Dwg.	
No.	W23-26

FILENAME: P:\239831 ECWA #-3 STORAGE TANK REFURB\16 CAD\DWG\CIVIL\COMPOSITE\W23\03 PLEASANT VIEW\ECWA_W23-PV-28.DWG LAYOUT: PLEASANT-26 DATE: 5/19/2016 2:49:52 PM

FLANGED AND BOLTED ROOF MANHOLE

SCALE: N.T.S.

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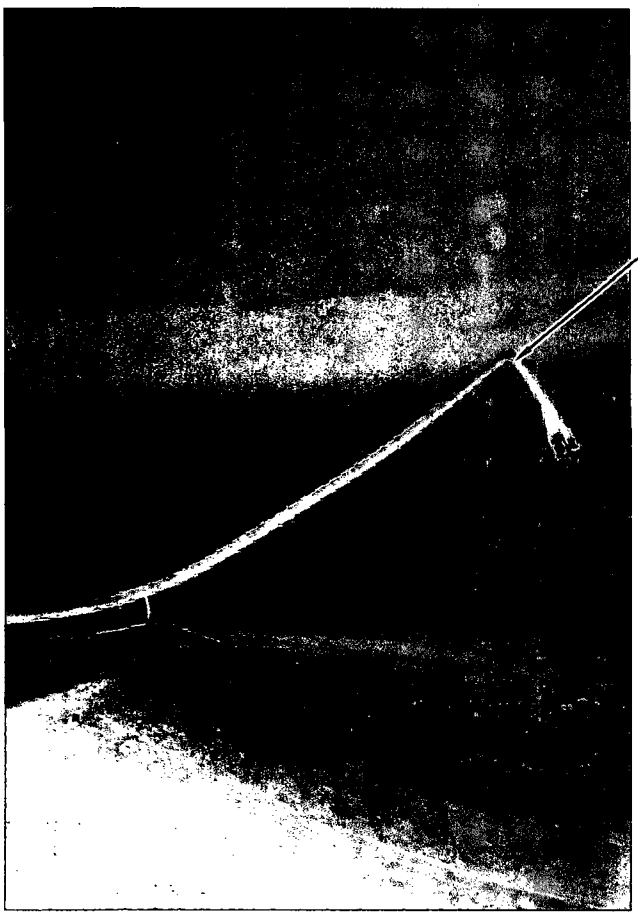
ECWA STORAGE TANK REHABILITATION
CONTRACT W23

PLEASANT VIEW TANK

Proj. No.	239831
Date	4/11/16
Ref. Dwg.	
No.	W23-27



SIPHON PIPE

SCALE: N.T.S.

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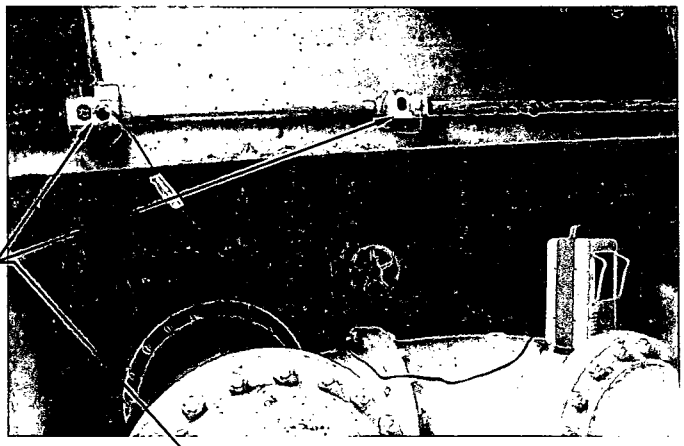
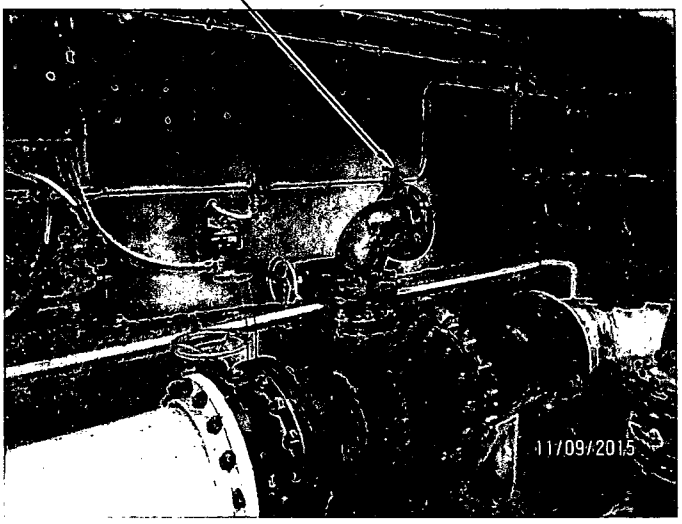
ECWA STORAGE TANK REHABILITATION
CONTRACT W23

PLEASANT VIEW TANK

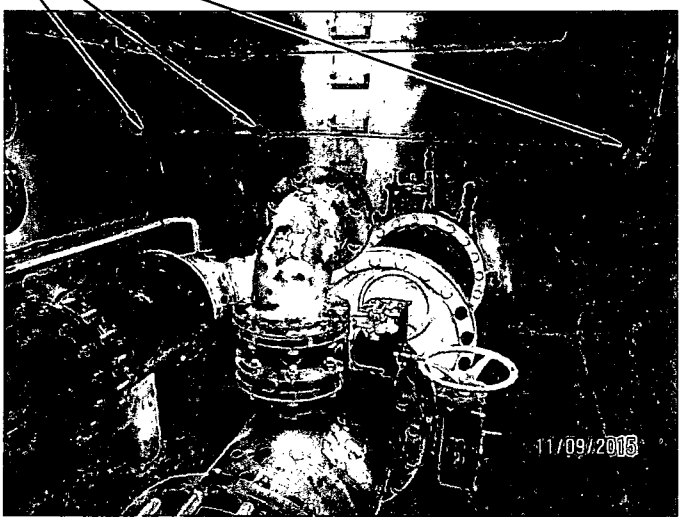
Proj. No.	239831
Date	4/11/16
Ref. Dwg.	
No.	W23-28

REPLACE EXISTING DUPLEX RECEPTACLE WITH NEW GFCI DUPLEX RECEPTACLE & MATCHING COVERPLATE. PROVIDE "WHILE-IN-USE" WEATHERPRROOF COVER (TOTAL OF 6 IN THIS AREA)





REPLACE EXISTING RECEPTACLES ONE OF WHICH IS PRESENTLY SUPPLYING THE SUMP PUMP WITH NEW GFCI DUPLEX RECEPTACLES & MATCHING COVERPLATES. PROVIDE "WHILE-IN-USE" WEATHERPROOF COVER



VALVE VAULT

SCALE: N.T.S.

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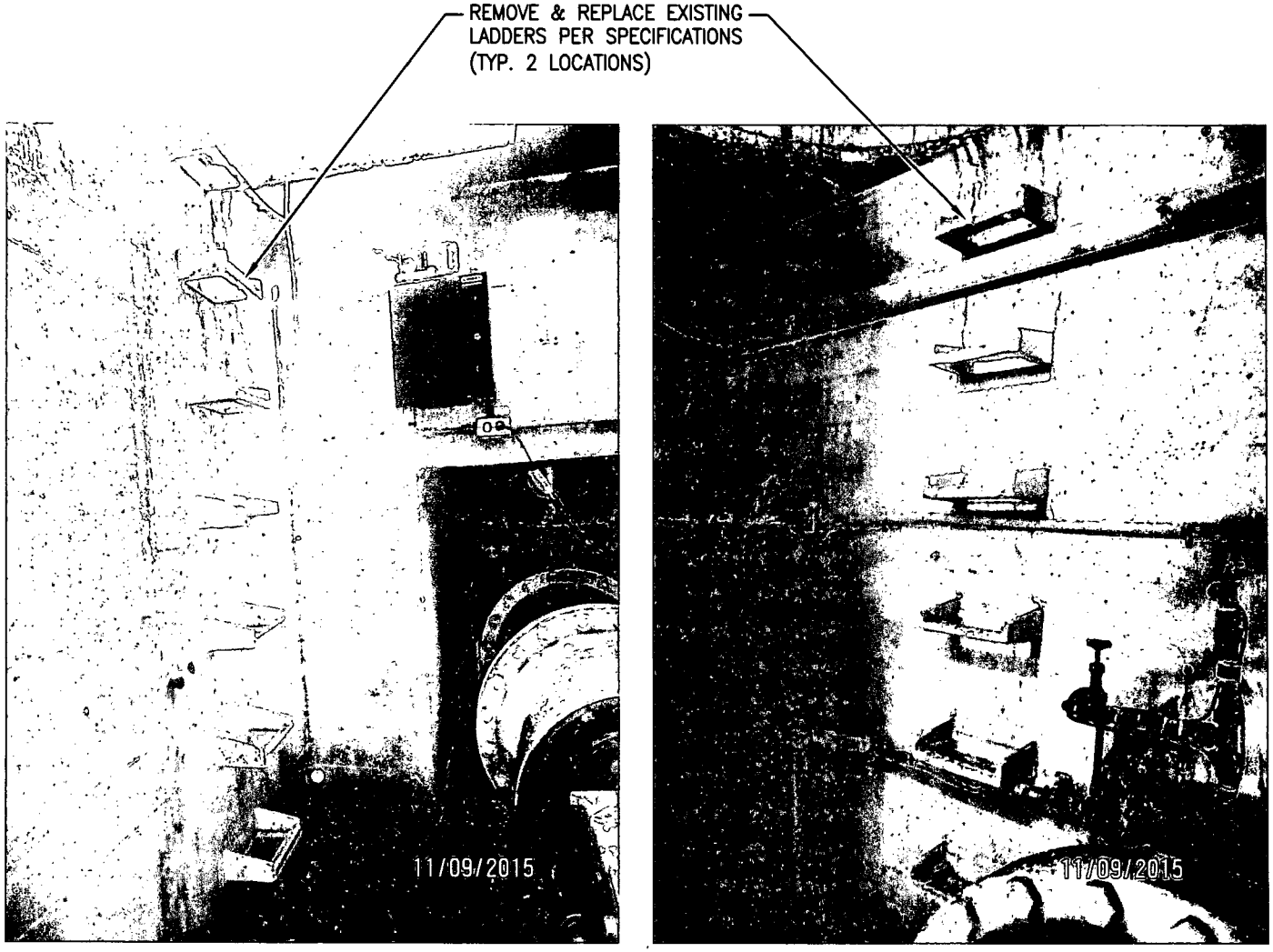
ECWA STORAGE TANK REHABILITATION
CONTRACT W23

PLEASANT VIEW TANK

Proj. No.	239831
Date	4/11/16
Ref. Dwg.	
No.	W23-29

NOTES:

1. CONTRACTOR SHALL FIELD MEASURE AND SUBMIT DRAWING OF PROPOSED LADDER PER SPECIFICATION SECTION13210.



PERSONNEL MANHOLE LADDER

EQUIPMENT MANHOLE LADDER

VALVE VAULT LADDERS

SCALE: N.T.S.

FILENAME: P:\239831 ECWA W-3 STORAGE TANK REHAB\16. CAD\DWG\CIVIL\COMPOSITE\W23\03 PLEASANT VIEW\ECWA_W23-PV-32.DWG LAYOUT: PLEASANT-30 DATE: 5/19/2016 2:50:46 PM

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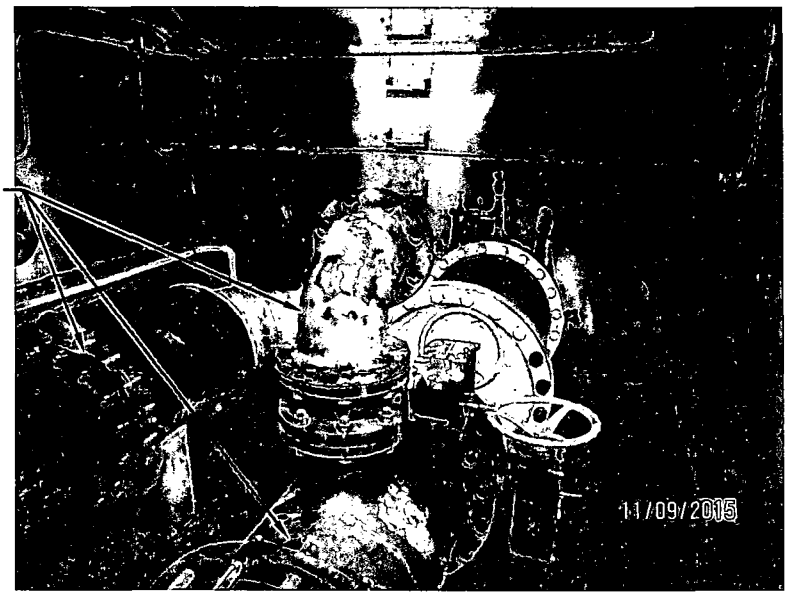
ECWA STORAGE TANK REHABILITATION
CONTRACT W23

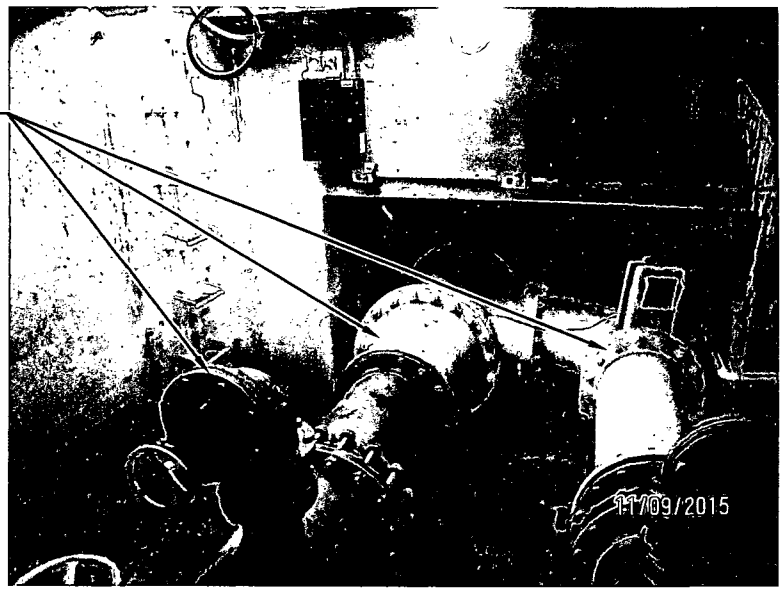
PLEASANT VIEW TANK

Proj. No.	239831
Date	4/11/16
Ref. Dwg.	
No.	W23-30

CLEAN & PAINT PIPING PER SPECIFICATIONS. COLOR TO MATCH EXISTING PAINT ON PIPING



CLEAN & PAINT PIPING PER SPECIFICATIONS. COLOR TO MATCH EXISTING PAINT ON PIPING



VALVE VAULT

SCALE: N.T.S.

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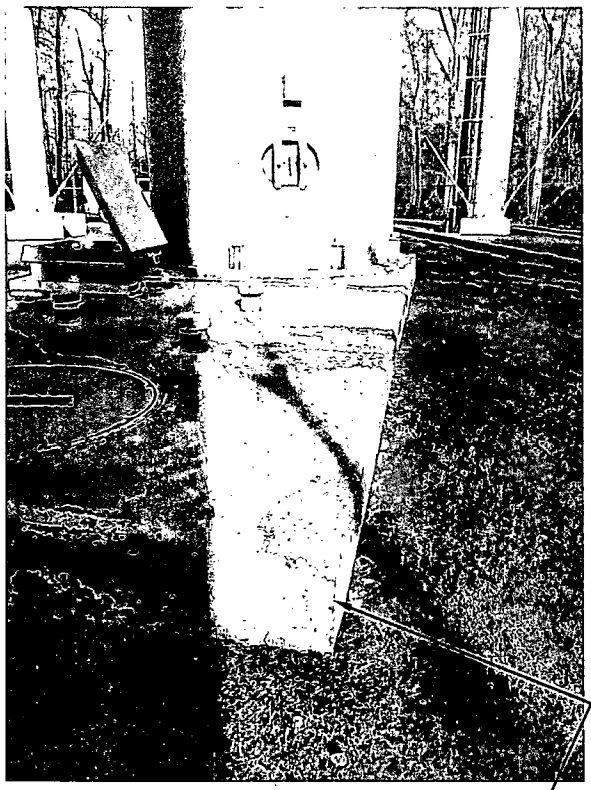
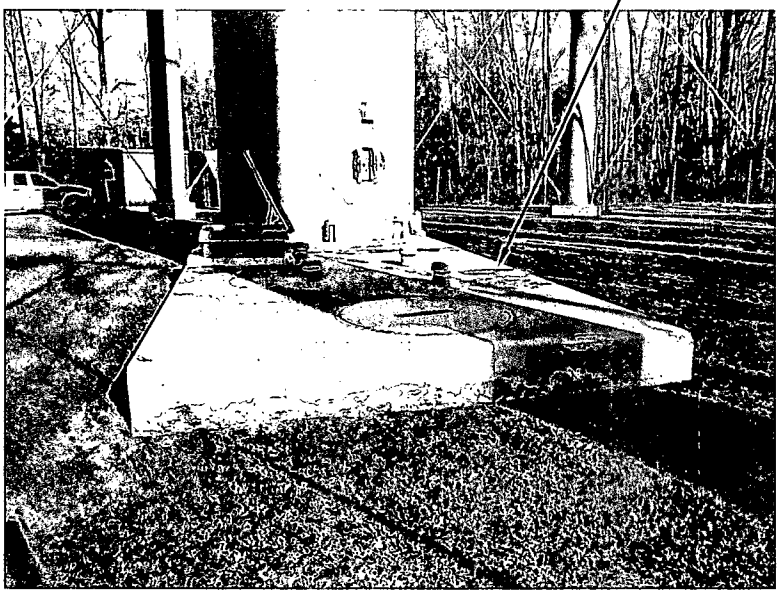
ECWA STORAGE TANK REHABILITATION
CONTRACT W23

PLEASANT VIEW TANK

Proj. No.	239831
Date	4/11/16
Ref. Dwg.	
No.	W23-31



POWER WASH, CLEAN AND SEAL THE EXISTING VALVE VAULT CONCRETE WITH A CONCRETE SEALER. APPROXIMATE DIMENSIONS OF EXPOSED CONCRETE IS 12'x28'x1'.



VALVE VAULT DETAIL

SCALE: N.T.S.

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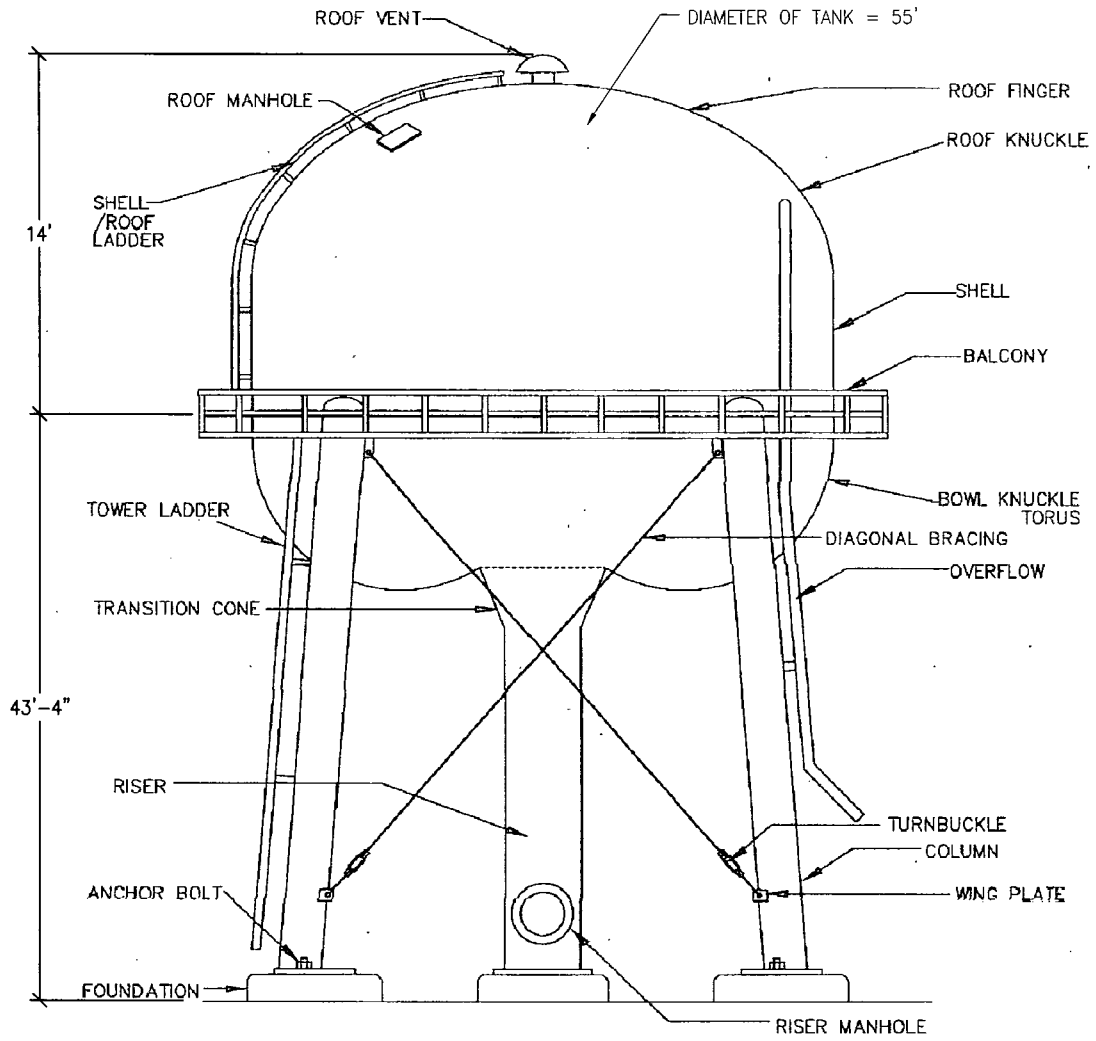
ECWA STORAGE TANK REHABILITATION
CONTRACT W23

PLEASANT VIEW TANK

Proj. No.	239831
Date	4/11/16
Ref. Dwg.	
No.	W23-32

PLOTNAME: P:\239831 ECWA W-3 STORAGE TANK REFURB\16 CAD\DWG\CIVIL\COMPOSITE\W23\03 PLEASANT VIEW\ECWA_W23-PV-34.DWG LAYOUT: PLEASANT-32 DATE: 5/19/2016 2:51:15 PM



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STURGEON POINT WASH WATER TANK
500,000 GALLON STEEL ELEVATED WATER TANK

SCALE: N.T.S.

FILENAME: P:\239831 ECWA W-3 STORAGE TANK REFURB\16. CAD\DWG\CIVIL\COMPOSITE\W23\04 STURGEON POINT\ECWA_W23-SP-36.DWG LAYOUT: STURGEON PT-01 DATE: 5/19/2016 2:57:10 PM

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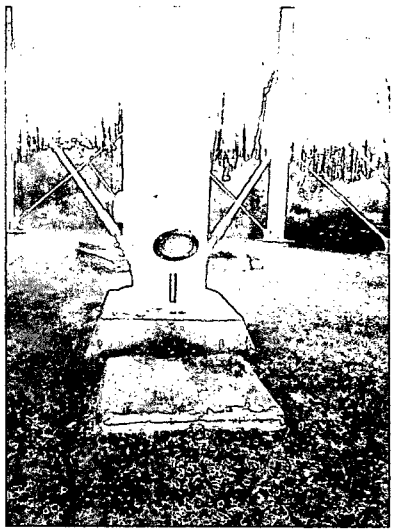
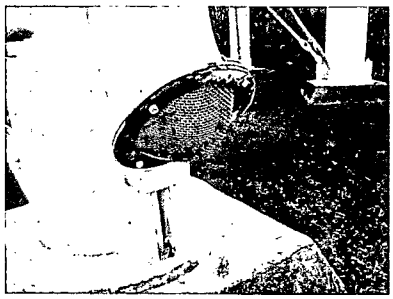
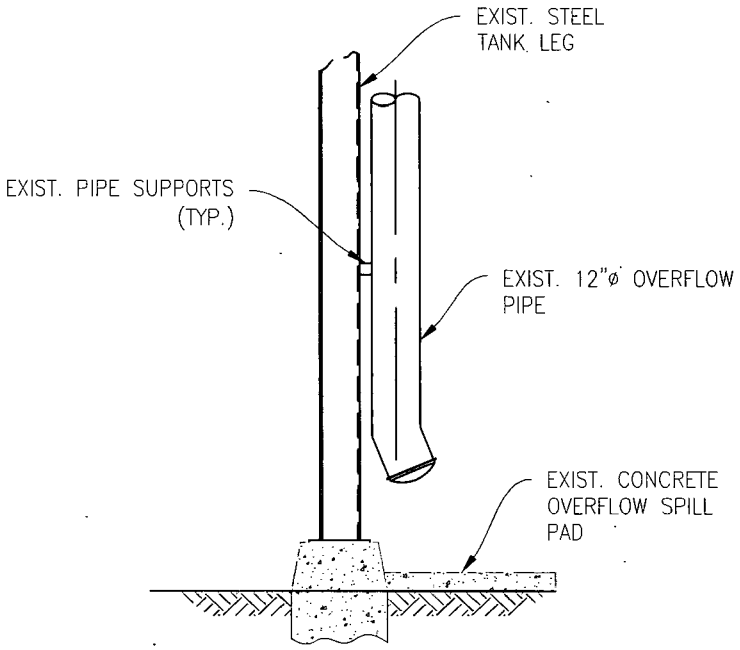
ECWA STORAGE TANK REHABILITATION
CONTRACT W23

STURGEON POINT TANK

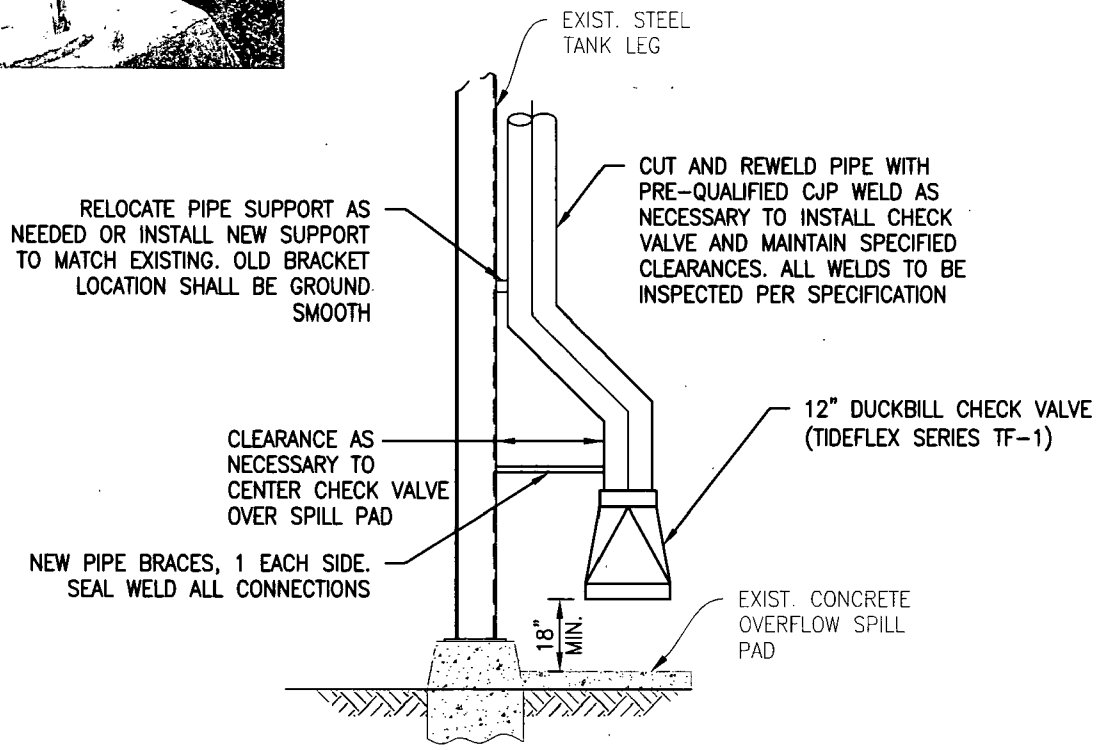
Proj. No.	239831
Date	4/11/16
Ref. Dwg.	
No.	SP-1







EXISTING



PROPOSED

OVERFLOW PIPE MODIFICATIONS

SCALE: N.T.S.

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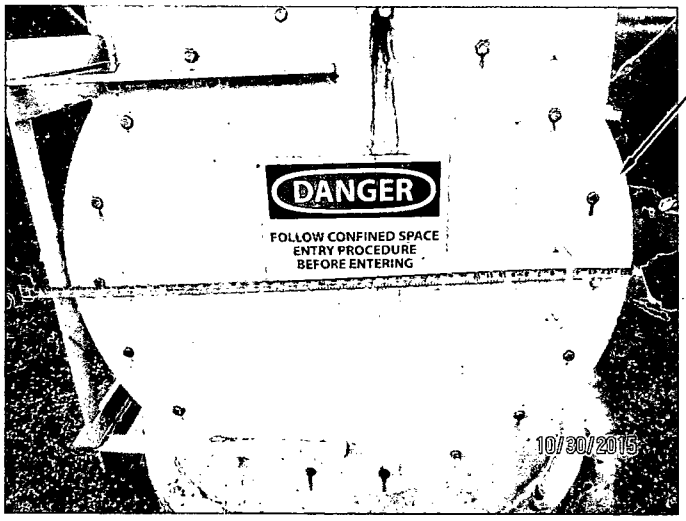
ECWA STORAGE TANK REHABILITATION
CONTRACT W23

STURGEON POINT TANK

Proj. No.	239831
Date	4/11/16
Ref. Dwg.	
No.	SP-2



REPLACE MANHOLE GASKET

RISER MANHOLE GASKET

SCALE: N.T.S.

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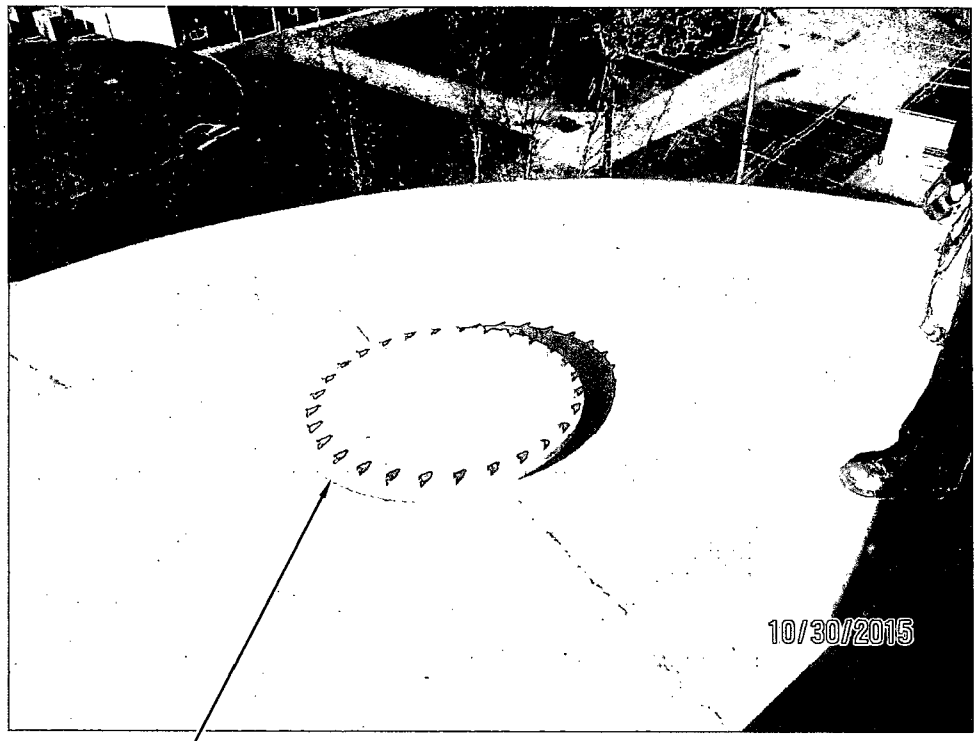
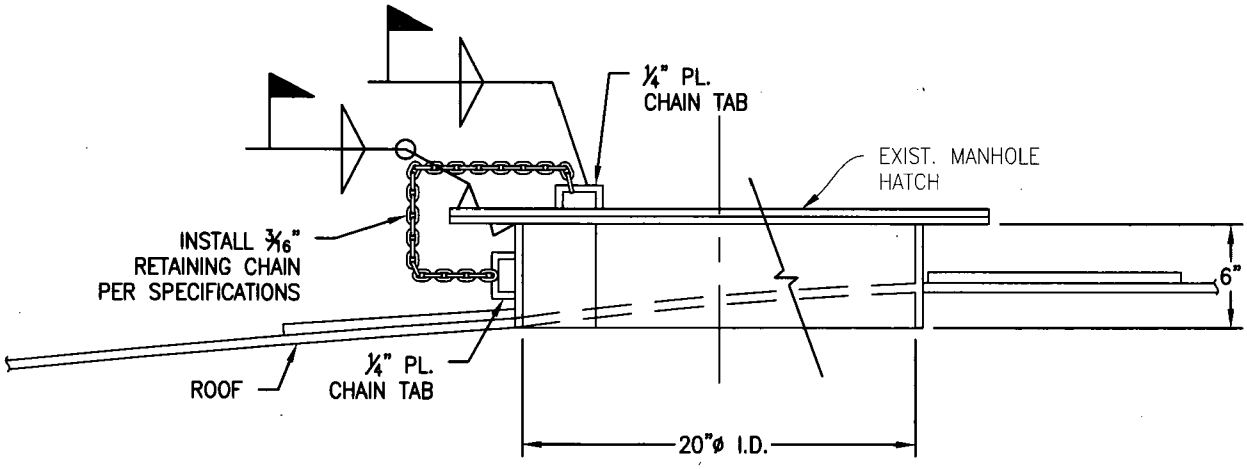
ECWA STORAGE TANK REHABILITATION
CONTRACT W23

STURGEON POINT TANK

Proj. No.	239831
Date	4/11/16
Ref. Dwg.	
No.	SP-3



INSTALL RETAINING CHAIN AND REPLACE MANHOLE GASKET



FLANGED ROOF MANHOLE

SCALE: N.T.S.

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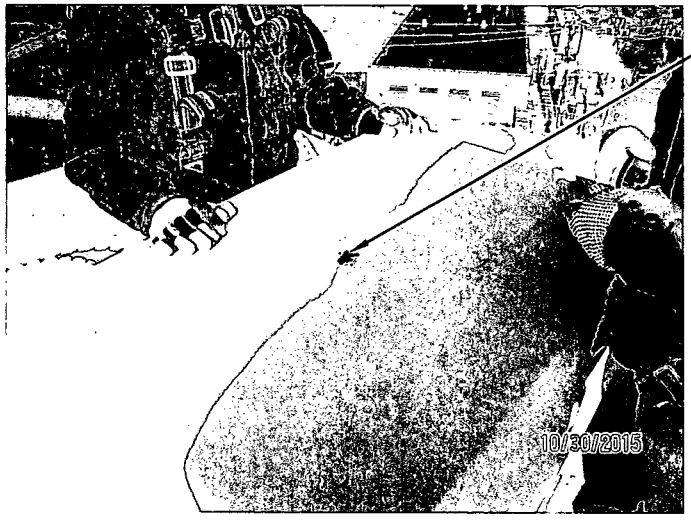
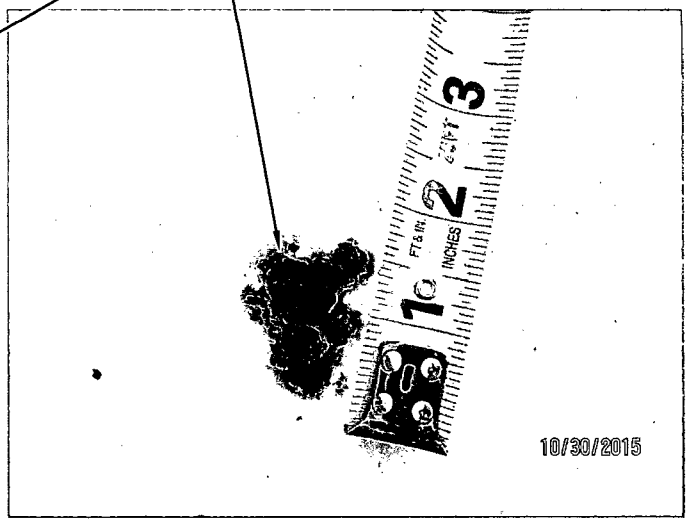
ECWA STORAGE TANK REHABILITATION
CONTRACT W23

STURGEON POINT TANK

Proj. No.	239831
Date	4/11/16
Ref. Dwg.	
No.	SP-4

GRIND/CLEAN EXISTING
HOLE AND PLUG WELD,
GRIND SMOOTH AND PAINT





ROOF VENT

SCALE: N.T.S.

FILENAME: P:\239831 ECWA W-3 STORAGE TANK REFURB\16 CAD\DWG\CIVIL\COMPOSITE\W23\04 STURGEON POINT\ECWA_W23-SP-41.DWG LAYOUT: STURGEON PT-05 DATE: 5/19/2016 2:58:11 PM

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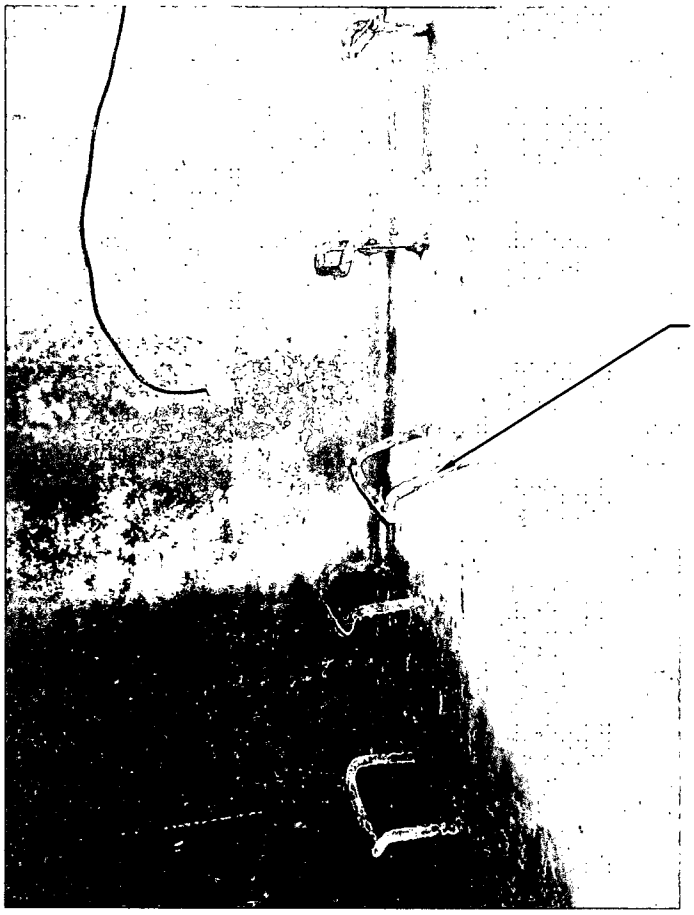
ECWA STORAGE TANK REHABILITATION
CONTRACT W23

STURGEON POINT TANK

Proj. No.	239831
Date	4/11/16
Ref. Dwg.	
No.	SP-5

NOTES:

1. CONTRACTOR SHALL FIELD MEASURE AND SUBMIT DRAWINGS OF PROPOSED LADDER PER SPECIFICATION SECTION 13210.



VALVE VAULT LADDER

SCALE: N.T.S.

FILENAME: P:\239831 ECWA W-3 STORAGE TANK RETURN\16. CAD\DWG\CIVIL\COMPOSITE\W23\04 STURGEON POINT\ECWA_W23-SP-42.DWG LAYOUT: STURGEON PT-06 DATE: 5/19/2016 2:58:25 PM

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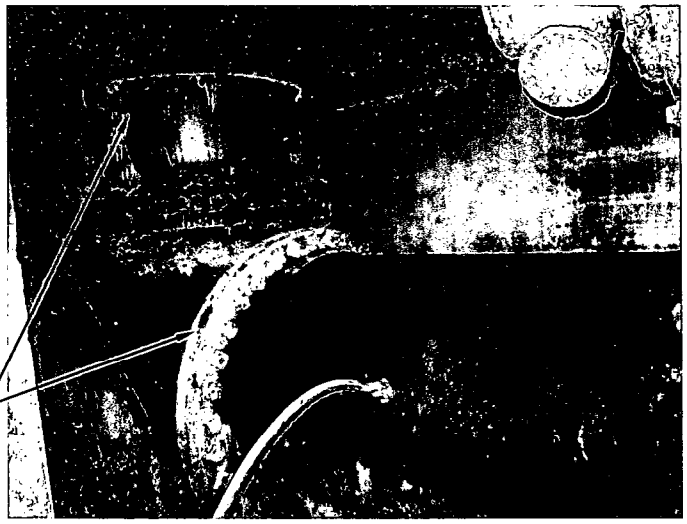
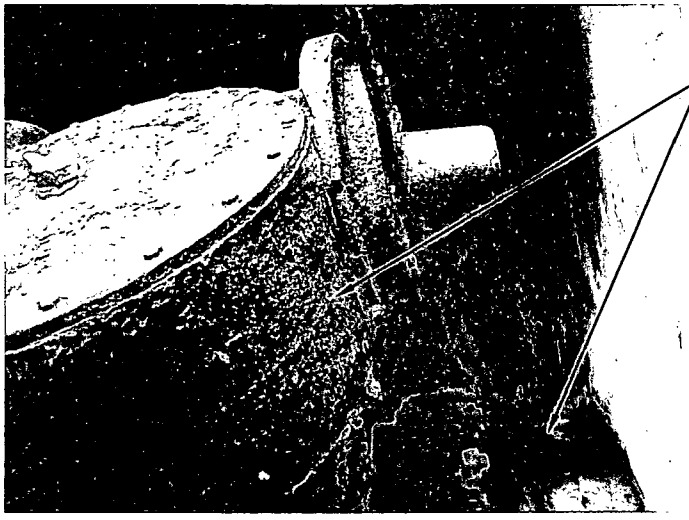
ECWA STORAGE TANK REHABILITATION
CONTRACT W23

STURGEON POINT TANK

Proj. No.	239831
Date	4/11/16
Ref. Dwg.	
No.	SP-6



CLEAN & PAINT PIPING PER SPECIFICATIONS. COLOR TO MATCH EXISTING PAINT ON PIPING



CLEAN & PAINT PIPING PER SPECIFICATIONS. COLOR TO MATCH EXISTING PAINT ON PIPING

VALVE VAULT

SCALE: N.T.S.

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ECWA STORAGE TANK REHABILITATION
CONTRACT W23

STURGEON POINT TANK

Proj. No.	239831
Date	4/11/16
Ref. Dwg.	
No.	SP-7

FILENAME: P:\239831 ECWA W-3 STORAGE TANK REFURB\16. CAD\DWG\CIVIL\COMPOSITE\W23\04 STURGEON POINT\ECWA_W23-SP-43.DWG LAYOUT: STURGEON PT-07 DATE: 5/19/2016 2:58:40 PM

INSTALL REMOVABLE 3/16" STAINLESS STEEL SAFETY CHAIN WITH WITH CLASP. SUBMIT SHOP DRAWING FOR CHAIN AND METHOD OF ATTACHMENT TO RAILING FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION

CLOSURE CHAIN DETAIL

SCALE: N.T.S.

FILENAME: P:\239831 ECWA W=3 STORAGE TANK REFURB\16. CAD\DWG\CIVIL\COMPOSITE\W23\04 STURGEON POINT\ECWA_W23-SP-14.DWG LAYOUT: STURGEON PT - 08 DATE: 5/19/2016 2:58:54 PM

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ECWA STORAGE TANK REHABILITATION
CONTRACT W23

STURGEON POINT TANK

Proj. No.	239831
Date	4/11/16
Ref. Dwg.	
No.	SP-8

S

Erie County Water Authority

295 Main Street, Rm. 350 • Buffalo, NY 14203-2494
716-849-8484 • Fax 716-849-8467

August 9, 2016

Amstar of Western New York, Inc.
825 Rein Road
Cheektowaga, NY 14225

Re: Contract No. W-23
Storage Tank Refurbishing
Project No. 201500177
Contract No. 16-19-08

Greetings:

Enclosed herewith please find an executed contract with the Erie County Water Authority for the above-referenced project in the contract award price of $1,087,000.00.

Receipt of this contract constitutes your authority to commence work on this project. Please contact Jay Meyers, Production Engineer two working days prior to commencement.

On all future invoices, kindly refer to the contract number listed above which is reflected on the first page of the contract document.

Sincerely,

ERIE COUNTY WATER AUTHORITY

Jacqueline Mattina
Deputy Associate Attorney

JM:tf
Enclosure
cc: Russ Stoll
Jay Meyers
Gary Murray
Trish Fabozzi
Shari Zajdel
Lauren Glose, Wendel Engineers

ERIE COUNTY WATER AUTHORITY
AUTHORIZATION FORM
For Approval/Execution of Documents
(check which apply)

Contract: W-023 **Project No.:** 201500177
Project Description: Storage Tank Refurbishing

Item Description:

- [ ] Agreement
- [ ] Professional Service Contract
- [ ] Amendment
- [ ] Change Order
- [ ] BCD
- [ ] NYSDOT Agreement
- [X] Contract Documents
- [ ] Addendum
- [ ] Recommendation for Award of Contract
- [ ] Recommendation to Reject Bids
- [ ] Request for Proposals
- [ ] Other

Action Requested:

- [ ] Board Authorization to Execute
- [X] Legal Approval
- [ ] Board Authorization to Award
- [X] Execution by the Chairperson
- [ ] Board Authorization to Advertise for Bids
- [ ] Execution by the Secretary to the Authority
- [ ] Board Authorization to Solicit Request for Proposals
- [ ] Other

Approvals Needed:

APPROVED AS TO CONTENT:

- [X] Department Head — Date: 8-5-16
- [X] Risk Manager — Date: 08/08/2016
- [ ] Director of Administration — Date:
- [X] Executive Engineer — Date: 8-5-16

APPROVED AS TO FORM:

- [X] Legal — Date: 8/8/16

APPROVED FOR BOARD RESOLUTION:

- [ ] Secretary to the Authority — Date:

Remarks:

Resolution Date: **Item No:**

ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

August 5, 2016

To: Joseph T. Burns, Secretary to the Authority

From: Jay F. Meyers, Production Engineer JFM

Subject: Contract W-023
Storage Tank Refurbishing
ECWA Project No. 201500177

We are transmitting four Project Manuals along with a request for execution of the contract by the Chairman for the above referenced project.

The contract, previously awarded by ECWA to Amstar of WNY in the amount of $1,087,000.00, been subsequently executed by the contractor. Included in the documents are Amstar's Performance Bond and Payment Bond.

Following execution by the Chairman, one copy of the document is forwarded to the contractor along with a Notice to Proceed letter, one copy is forwarded to our consultant (Wendel), one copy is forwarded to my attention, and a copy retained in Central Files.

JFM:jmf
Attachments
cc: R.Stoll
L.Kowalski
CONT-W-023-1501-186-B

P:\CONT\P201500177\Memo03 Execution.docx