

ERIE COUNTY WATER AUTHORITY  
AUTHORIZATION FORM  
For Approval/Execution of Documents  
(check which apply)

**Contract:** \_\_\_\_\_ **Project No.:** 202100001

**Project Description:** Small Services Contract, Area #1  
February 1, 2021 through January 31, 2023

**Item Description:**



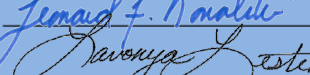
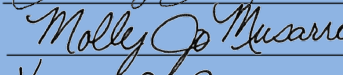
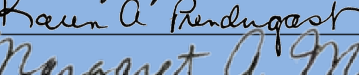
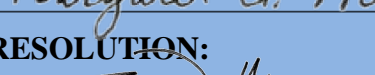
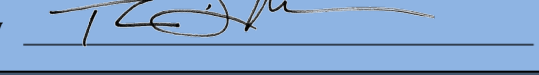
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|---|--|--|---------------------------------------|
| <input type="checkbox"/> Agreement                            | <input type="checkbox"/> Professional Service Contract | <input type="checkbox"/> Amendment                     | <input type="checkbox"/> Change Order |
| <input type="checkbox"/> BCD                                  | <input type="checkbox"/> NYSDOT Agreement              | <input checked="" type="checkbox"/> Contract Documents | <input type="checkbox"/> Addendum     |
| <input type="checkbox"/> Recommendation for Award of Contract | <input type="checkbox"/> Recommendation to Reject Bids |  |                                       |
| <input type="checkbox"/> Request for Proposals                |  |  |                                       |
| <input type="checkbox"/> Other _____                          |  |  |                                       |

**Action Requested:**

- |   |  |
|---|--|
| <input type="checkbox"/> Board Authorization to Execute                       | <input checked="" type="checkbox"/> Legal Approval                   |
| <input type="checkbox"/> Board Authorization to Award                         | <input type="checkbox"/> Execution by the Chairman                   |
| <input checked="" type="checkbox"/> Board Authorization to Advertise for Bids | <input type="checkbox"/> Execution by the Secretary to the Authority |
| <input type="checkbox"/> Board Authorization to Solicit Request for Proposals |  |
| <input type="checkbox"/> Other _____  |  |

**Approvals Needed:**

**APPROVED AS TO CONTENT:**

<input checked="" type="checkbox"/> Sr. Distribution Engineer		Date: 10/14/2020
<input checked="" type="checkbox"/> Chief Operating Officer		Date: 10/15/2020
<input checked="" type="checkbox"/> Executive Engineer		Date: 10/16/2020
<input checked="" type="checkbox"/> Director of Administration		Date: 10/14/2020
<input checked="" type="checkbox"/> Risk Manager		Date: 10/16/2020
<input checked="" type="checkbox"/> Chief Financial Officer		Date: 10/16/2020
<input checked="" type="checkbox"/> Legal		Date: 10/15/20

**APPROVED FOR BOARD RESOLUTION:**

<input checked="" type="checkbox"/> Secretary to the Authority		Date: 10/18/20
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**Remarks:** Unit price contract

**Resolution Date:** \_\_\_\_\_

**Item No:** \_\_\_\_\_




# ERIE COUNTY WATER AUTHORITY

## INTEROFFICE MEMORANDUM

October 2, 2020

To: Terrence D. McCracken, Secretary to the Authority

From: Jeffrey R. Sylvester, Distribution Engineer 

Subject: Small Services Contract, Area #1  
February 1, 2021 through January 31, 2023  
ECWA Project No. 202100001

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The current Small Services Contract for Area #1 expires on January 31, 2021. It allows the Authority to connect new customer services ¾-inch to 2-inch diameter in the Towns of Amherst, Cheektowaga, Lancaster, Clarence, Newstead, Alden, the Villages of Depew, Lancaster, Sloan, and Williamsville, and the City of Tonawanda. Specifically, the Work is to be performed in the Erie County Water Authority's franchised area and all water districts that the Authority operates under a lease-managed contract in this area. The following documents are attached:

- Blue Authorization Form - this form provides the project name and project number, the action that is being requested of the Board, and it provides a list of approvals that are required prior to being acted on by the Board.
- One (1) set of Contract Documents.

The Project Manual needs to be reviewed by the Risk Manager and the Legal Department before the Board can provide the Authorization to Advertise.

JRS:jmf

Attachment

cc: R.Stoll

L.Kowalski

M.Quinn

ECWA-799-2101-X-12

## **Project Manual**

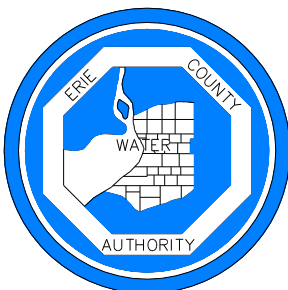
### **Small Services Contract Area #1**

**February 1, 2021 through January 31, 2023**

**Project No. 202100001**

**???????????????? 2020**

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



**ERIE COUNTY WATER AUTHORITY  
BUFFALO, NEW YORK**

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**SMALL SERVICES CONTRACT  
AREA #1  
FEBRUARY 1, 2021 THROUGH JANUARY 31, 2023**

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**ECWA PROJECT No: 202100001**

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**?????????????? 2020**

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

ERIE COUNTY WATER AUTHORITY  
BUFFALO, NEW YORK

SMALL SERVICES CONTRACT, AREA #1  
FEBRUARY 1, 2021 THROUGH JANUARY 31, 2023  
PROJECT No: 202100001

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ERIE COUNTY WATER AUTHORITY  
BUFFALO, NEW YORK

SMALL SERVICES CONTRACT, AREA #1  
FEBRUARY 1, 2021 THROUGH JANUARY 31, 2023  
PROJECT NO: 202100001

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ERIE COUNTY WATER AUTHORITY  
3030 UNION ROAD  
CHEEKTOWAGA, NEW YORK 14227

SMALL SERVICES CONTRACT

AREA #1

FEBRUARY 1, 2021 THROUGH JANUARY 31, 2023

PROJECT No: 202100001

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 or services for SMALL SERVICES CONTRACT, AREA #1, FEBRUARY 1, 2021 THROUGH JANUARY 31, 2023. The Work consists of the installation or replacement of water service lines from the Authority's watermain to the customer's property line and other related work.

Bids must be received by the Erie County Water Authority no later than (Time) a.m. EST, on (Day of week, Date) at the Service Center Front Desk, Erie County Water Authority, 3030 Union Road, Cheektowaga, New York 14227.

All bid openings are recorded and posted on the ECWA website, along with the bids results.

When permitted, members of the public may be present to observe the bid opening. All attendees must bring a government-issued photo identification (driver's license preferred) and check-in with the ECWA receptionist before being allowed entry to the bid opening.

Whenever the Erie County Water Authority is operating under a Declaration of Emergency due to a pandemic or other general state of emergencies, members of the public may be precluded from being present at such bid opening.

**ANYONE ENTERING THE SERVICE CENTER OR OTHER AUTHORITY FACILITIES IS SUBJECT TO SUCH RESTRICTIONS OR LIMITATIONS IN PLACE AT THE TIME OF ENTRY.**

All bids being mailed (including FedEx, UPS, Priority Mail, etc.) or delivered shall be directed to the "SERVICE CENTER FRONT DESK" 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-SMALL SERVICES CONTRACT, AREA #1, FEBRUARY 1, 2021 THROUGH JANUARY 31, 2023".

Beginning at 9:00 a.m., on (Day of week, Date), Project Manuals and accompanying drawings, if applicable, may be obtained by writing the Service Center Front Desk at the above address or calling 716-684-1510, between the hours of 9:00 a.m. and 4:00 p.m. Contract Documents will be mailed to prospective bidders wishing to obtain a set upon receipt of prospective bidder's charge number for UPS or FedEx. The mailing date will be considered the bidder's date of receipt. Partial sets of documents will not be available.



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 Michael J. Quinn, PE, Senior Distribution Engineer, 3030 Union Road, Buffalo, New York 14227, telephone 716-685-8203.

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 proposal chosen may result in the award of the contract to a bidder whose bid is not mathematically lowest.

ERIE COUNTY WATER AUTHORITY

TERRENCE D. McCracken  
Secretary to the Authority

ERIE COUNTY WATER AUTHORITY  
BUFFALO, NEW YORK

SMALL SERVICE CONTRACT, AREA #1  
FEBRUARY 1, 2021 THROUGH JANUARY 31, 2023  
PROJECT No.: 202100001

SECTION 00200

INSTRUCTIONS TO BIDDERS

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3. Location and Scope of Work
4. Copies of Bidding Documents
5. Qualifications of Bidders
6. Examination of Bidding Documents, other Related Data and Site
7. Pre-Bid Conference
8. Site and Other Areas
9. Interpretations and Addenda
10. Bid Security
11. Contract Times
12. Liquidated and Special Damages
13. Substitute and "Or Equal" Items
14. Subcontractors, Suppliers, and Others
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16. Basis of Bids; Comparison of Bids
17. Submittal of Bid
18. Modification or Withdrawal of Bid
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21. Bids to Remain Subject to Acceptance
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23. Contract Securities
24. Contractor's Insurance
25. Signing of Agreement
26. Notice to Proceed
27. Partnering - Not Used
28. Sales and Use Taxes
29. Additional Requirements

## 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 Service Center Front Desk of the Erie County Water Authority, 3030 Union Road, Cheektowaga, New York 14227.
- 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 which is bound in the Project Manual. 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 no actual knowledge of a hazardous environmental condition at the Site.

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, Non-collusive Bidding Certification.
  - E. State Finance Law Requirements.
  - F. Section 139-L of the State Finance Law, Statement relating to Sexual Harassment Policy.
  - G. Bidder’s Qualification Statement, including Attachments A, B, C and D and Bidder’s “Experience in The Installation of Tapping Sleeves & Valves on Prestressed Concrete Cylinder Pipe”, if applicable.
  - 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.
- 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. Fixed minimum unit prices may have been established for some of the items in the Bid. The prices represent the minimum amounts which will be paid the CONTRACTOR for these items. If in the opinion of the Bidder these prices do not reflect the actual value of the work involved the Bidder may void the given fixed minimum unit price for that specific item and enter a higher unit price in the spaces provided in the Bid Sheets.

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](http://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.

## 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.

29.02 Refer to Supplementary Conditions Paragraph SC-18.06 for information on OWNER'S Apprenticeship policy.

END OF SECTION



ERIE COUNTY WATER AUTHORITY  
BUFFALO, NEW YORK

SMALL SERVICES CONTRACT, AREA #1  
FEBRUARY 1, 2021 THROUGH JANUARY 31, 2023

PROJECT NO: 202100001

PERMIT APPLICATIONS

ARTICLE 1 - GENERAL

- 1.01 OWNER shall apply for and CONTRACTOR is responsible for complying with all requirements of the following permits.
- A. New York State Department of Transportation.
  - B. Erie County Highway Department.
  - C. New York State Thruway Authority.
  - D. Town of Amherst and Town of Clarence Highway Departments or any Highway Permit required.
- 1.02 CONTRACTOR shall apply for and is responsible for complying with all requirements of the following.
- A. Applicable local highway departments.
- 1.03 CONTRACTOR shall include all costs for all permit requirements and conditions including preparation of maintenance and protection of traffic plans; implementing said maintenance and protection of traffic; notifications; off hours work; lights; special signage; etc. in his unit bid prices for the project and will not receive separate payment for any permit conditions.
- 1.04 Although OWNER obtains some of the permits, CONTRACTOR remains responsible to abide by all permit requirements and pay all costs associated with permits conditions. All such costs shall be included in unit bid prices for the project and shall not result in additional cost to OWNER.

END OF SECTION

ERIE COUNTY WATER AUTHORITY  
BUFFALO, NEW YORK

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(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  
SMALL SERVICES CONTRACT, AREA #1  
FEBRUARY 1, 2021 THROUGH JANUARY 31, 2023  
Project No: 202100001

BID TO:

Service Center Front Desk  
Erie County Water Authority  
3030 Union Road  
Cheektowaga, New York 14227

BID FROM: \_\_\_\_\_

(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

SMALL SERVICES CONTRACT, AREA #1  
FEBRUARY 1, 2021 THROUGH JANUARY 31, 2023  
Project No: 202100001

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.

<u>Addendum No.</u>	<u>Date Received</u>	<u>Addendum No.</u>	<u>Date Received</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- 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. The Bidder shall make no claims for anticipated profits, for loss of profits, or for other damages as the result of changes in the quantities purchased.
- L. Fixed minimum unit prices may have been established for some of the items in the Bid. The prices represent the minimum amounts which will be paid the CONTRACTOR for these items. The Bidder shall include a price not less than the stated minimum. If in the opinion of the Bidder these prices do not reflect the actual value of the work involved, the Bidder may void the given fixed minimum unit price for that specific item and enter a higher unit price in the spaces provided in the Bid Form sheets. Bidder's Proposals received which include a unit price less than the stated minimum shall be adjusted to meet the fixed minimum unit price.

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- 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 In case of discrepancy, written figures shall govern.
- 6.01 Bidder will complete the Work in accordance with the Contract Documents for:

<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
Item 1 - New Service Installation or Replacement		
Item 1A - New Service Installation on Cast Iron, Ductile Iron, or Asbestos Cement Pipe		
Item 1A1 - For furnishing and installing 3/4-inch or 1-inch New Service Installation, the Unit Price of _____ Dollars and _____ Cents (\$ _____ ) per each	110 Ea.	\$ _____
Item 1A2 - For furnishing and installing 1-1/2-inch or 2-inch New Service Installation, the Unit Price of _____ Dollars and _____ Cents (\$ _____ ) per each	25 Ea.	\$ _____

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<u>Description</u>	<u>Estimated</u> <u>Quantities</u>	<u>Computed</u> <u>Totals</u>
Item 1B - New Service Installation on Prestressed Concrete Cylinder Pipe		
Item 1B1 - For furnishing and installing 3/4-inch or 1-inch New Service Installation, the Unit Price of _____ Dollars and _____ Cents (\$ _____ ) per each	5 Ea.	\$ _____
Item 1B2 - For furnishing and installing 1-1/2-inch or 2-inch New Service Installation, the Unit Price of _____ Dollars and _____ Cents (\$ _____ ) per each	5 Ea.	\$ _____
Item 1C - New Service Installation on Polyvinyl Chloride Pipe		
Item 1C1 - For furnishing and installing 3/4-inch or 1-inch New Service Installation, the Unit Price of _____ Dollars and _____ Cents (\$ _____ ) per each	450 Ea.	\$ _____
Item 1C2 - For furnishing and installing 1-1/2-inch or 2-inch New Service Installation, the Unit Price of _____ Dollars and _____ Cents (\$ _____ ) per each	15 Ea.	\$ _____

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<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
Item 1D - Service Replacement on Cast Iron, Ductile Iron, Asbestos Cement, Prestressed Concrete Cylinder Pipe, or Polyvinyl Chloride Pipe		
Item 1D1 - For furnishing and installing 3/4-inch or 1-inch Service Replacement, when watermain is in pavement, driveway, or parking lot, the Unit Price of _____ Dollars and _____ Cents (\$ _____ ) per each	125 Ea.	\$ _____
Item 1D2 - For furnishing and installing 1-1/2-inch or 2-inch Service Replacement, when watermain is in pavement, driveway, or parking lot, the Unit Price of _____ Dollars and _____ Cents (\$ _____ ) per each	10 Ea.	\$ _____
Item 1D3 - For furnishing and installing 3/4-inch or 1-inch Service Replacement, when watermain is in grass, the Unit Price of _____ Dollars and _____ Cents (\$ _____ ) per each	30 Ea.	\$ _____
Item 1D4 - For furnishing and installing 1-1/2-inch or 2-inch Service Replacement, when watermain is in grass, the Unit Price of _____ Dollars and _____ Cents (\$ _____ ) per each	10 Ea.	\$ _____

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<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
Item 2 - Tubing Installation for New Service or Replacement (Beyond 10 feet from Water Main by Pushing, Open Cut or Boring Method)		
Item 2A1 - For furnishing and installing :-inch or 1-inch Copper Tubing, the Unit Price of _____ Dollars and _____ Cents (\$ _____ ) per Linear Foot	13,000 LF	\$ _____
Item 2A2 - For furnishing and installing 1-1/2-inch or 2-inch Copper Tubing, the Unit Price of _____ Dollars and _____ Cents (\$ _____ ) per Linear Foot	500 LF	\$ _____
Item 2A3 - For furnishing and installing 3/4-inch or 1-inch Polyethylene Tubing, the Unit Price of _____ Dollars and _____ Cents (\$ _____ ) per Linear Foot	400 LF	\$ _____
Item 2A4 - For furnishing and installing 1-1/2-inch or 2-inch Polyethylene Tubing, the Unit Price of _____ Dollars and _____ Cents (\$ _____ ) per Linear Foot	400 LF	\$ _____
Item 3 - Meter Box Settings (Not Used)		
Item 4 - Rock Excavation and Rock Drilling		
Item 4A1 - For Rock Excavation, (Fixed Minimum Unit Price of \$50 per Cubic Yard), the Unit Price of _____ Dollars and _____ Cents (\$ _____ ) per Cubic Yard	150 CY	\$ _____



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<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
Item 4B1 - For Rock Drilling for 3/4-inch through 2-inch Services up to 10 feet, the Unit Price of _____ Dollars and _____ Cents (\$ _____) per Linear Foot	300 LF	\$ _____
Item 4B2 - For Rock Drilling for 3/4-inch or 1-inch Services beyond 10 feet, the Unit Price of _____ Dollars and _____ Cents (\$ _____) per Linear Foot	750 LF	\$ _____
Item 4B3 - For Rock Drilling for 1-1/2-inch or 2-inch Services beyond 10 feet, the Unit Price of _____ Dollars and _____ Cents (\$ _____) per Linear Foot	750 LF	\$ _____
Item 5 - Test Pit Excavation and Backfill		
Item 5A1 - For Test Pit Excavation and Backfill, (Fixed Minimum Unit Price of \$10 per Cubic Yard), the Unit Price of _____ Dollars and _____ Cents (\$ _____) per Cubic Yard	50 CY	\$ _____
Item 6 - Restoration (Not Used)		
Item 7 - Repair Crew Labor and Equipment		
Item 7A1 - For furnishing Repair Crew Labor and Equipment, the Unit Price of _____ Dollars and _____ Cents (\$ _____) per hour	1000 Hours	\$ _____

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<u>Description</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
Item 7A2 - For furnishing 5-yard Dump Truck, with Operator, the Unit Price of _____ Dollars and _____ Cents (\$ _____ ) per hour	500 Hours	\$ _____
Item 8 - Contingency Allowance  Twenty Thousand _____ Dollars and _____ No _____ Cents	Lump Sum	\$ _____ 20,000.00
TOTAL BID AMOUNT (This total is for convenience in comparing Bids and is not an official part of this Bid.)		\$ _____ (Figures)
_____ Dollars		
and _____ Cents (Written Amount)		

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.

7.01 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.

7.02 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.

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

- A. Required Bid security in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).
- B. Section 2875 of the Public Authorities Law.
- C. Section 2876 of the Public Authorities Law.
- D. Section 2878 of the Public Authorities Law, Non-Collusive Bidding Certification.
- E. State Finance Law Requirements
- F. Section 139-L of the State Finance Law, Statement relating to Sexual Harassment Policy.
- G. Required Bidder Qualifications Statement with supporting data.
- H. All addenda

9.01 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 \_\_\_\_\_, 20\_\_.

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.: \_\_\_\_\_

A Corporation

By \_\_\_\_\_  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By \_\_\_\_\_  
(Signature of Officer Authorized to Sign)

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

(CORPORATE

SEAL)

Attest \_\_\_\_\_  
(Secretary)

License or Registration Number: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No. \_\_\_\_\_

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. \_\_\_\_\_

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

SMALL SERVICES CONTRACT, AREA #1  
FEBRUARY 1, 2021 THROUGH JANUARY 31, 2023

PROJECT NO: 202100001

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

State Finance Law Requirements

Section 139-L of the State Finance Law



BID SECURITY FORM

BIDDER (Name and Address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OWNER:

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

BID

BID DUE DATE: \_\_\_\_\_

PROJECT:

Small Services Contract, Area #1  
February 1, 2021 through January 31, 2023  
Project No: 202100001

BOND

BOND NUMBER: \_\_\_\_\_

DATE: (Not later than Bid due date): \_\_\_\_\_

PENAL SUM: \_\_\_\_\_

(Words)

(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

SURETY

\_\_\_\_\_(Seal)

Bidder's Name and Corporate Seal

By: \_\_\_\_\_

Signature and Title

Attest: \_\_\_\_\_

Signature and Title

\_\_\_\_\_(Seal)

Surety's Name and Corporate Seal

By: \_\_\_\_\_

Signature and Title

(Attach Power of Attorney)

Attest: \_\_\_\_\_

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

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.

\_\_\_\_\_  
(Name of Individual, Partnership or Corporation)

By \_\_\_\_\_  
(Person authorized to sign)

(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.

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(Name of Individual, Partnership, or Corporation)

By \_\_\_\_\_

(SEAL)

## **FORMS A, B, and C**

### **STATE FINANCE LAW REQUIREMENTS**

The Erie County Water Authority (the “Authority”) is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). When the Authority seeks to procure goods or services by means of an Invitation or Notice to Bid, or a Request for Proposals, the State Finance Law imposes certain restrictions on anyone who may wish to offer goods or services to the Authority as an Offerer, as that term is defined in §§ 139-j(1)(h) and 139-k(1)(h).

During the Restricted Period, as defined in §§ 139-j(1)(f) and 139-k(1)(f), when bids or proposals are being solicited, the Authority will designate a contact person with whom the Offerer may contact for information and other authorized purposes as set forth in §139-j of the State Finance Law. The designated contact is identified in the Notice to Bidders, or in the Request for Proposal. An Offerer is authorized to contact the Authority’s designated contact for such purposes as set forth in § 139-j(3).

Pursuant to the State Finance Law, the Authority is also required to make certain findings before making any determinations as to the qualifications and eligibility of those seeking a procurement contract, as that term is defined in State Finance Law §§ 139-j(1)(g) and 139-k(1)(g). Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings of non-responsibility occurring within a 4-year period, the Offerer will be debarred from obtaining procurement contracts with the Authority. 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.

The following forms will be used by the Authority to make such findings:

Form A - Offerer’s Affirmation of Understanding of, and Agreement to Comply with, the Authority’s Permissible Contact Requirements During the Restricted Period.

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

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

## **FORM A**

### **Offerer's Affirmation of Understanding of, and Agreement to Comply with, the Permissible Contact Requirements During the Restricted Period**

#### **Instructions:**

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). The Authority must obtain a written affirmation of understanding and agreement to comply with procedures regarding permissible contacts with the Authority 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 Authority relative to permissible contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**FORM B**

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

**Instructions:**

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). The Authority must obtain a Certification that the information submitted for a procurement contract 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 sign the Certification, under penalty of perjury, and to provide the Certification to the Authority. The Certification should 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 Authority relating to the awarding of a procurement contract is complete, true, and accurate.*

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FORM C****Offerer's Disclosure of Prior  
Non-Responsibility Determinations****Background:**

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). New York State Finance Law §139-k(2) obligates the Authority 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-j(1) and §139-k(1). These sections also set 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, as that term is defined in State Finance Law §§ 139-j(1)(b) and 139-k(1)(b), within the necessary timeframe. See State Finance Law §139-j(10)(b) and §139-k(3).

**Instructions:**

The Authority 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 Authority 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:

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name and Title of Person Submitting this Form: \_\_\_\_\_

\_\_\_\_\_

Contract Procurement Number: \_\_\_\_\_

Date: \_\_\_\_\_

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 Erie County Water Authority with respect to State Finance Law §139–k is complete, true, and accurate.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **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 j(1) and 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 Erie County Water Authority, as a 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 Erie County Water Authority, as a 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 Authority may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

SECTION 139-L OF THE STATE FINANCE LAW  
STATEMENT RELATING TO SEXUAL HARASSMENT POLICY

1. "Bidder" has the same meaning as the term, "Offerer," as that term is defined in State Finance Law § 139-k(1)(h), and includes anyone who submits a bid or proposal.
2. Every proposal or bid hereafter made and submitted to the Erie County Water Authority, where competitive bidding or a sealed proposal is required by statute, rule or regulation, 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 penalty of perjury:

SEXUAL HARASSMENT BIDDING CERTIFICATION

- (a) "By submission of this bid/proposal, 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 the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of Section two hundred one-g of the Labor Law."
3. A bid/proposal shall not be considered for award nor shall any award be made to a Bidder who has not complied with subdivision one of this section; 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/proposal a signed statement which sets forth in detail the reasons therefore.

The undersigned CERTIFIES, under penalty of perjury, that he is authorized to make this bid/proposal and execute this statement on sexual harassment; that he is familiar with the statements contained in ¶2(a) of this document, as well as the provisions of State Finance Law §139-L and Labor Law §201-g, and such statements are true and have been complied with by the Bidder.

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(Name of Individual, Partnership or Corporation)

By \_\_\_\_\_  
(Person authorized to sign)

(SEAL)

END OF BID FORM SUPPLEMENTS

ERIE COUNTY WATER AUTHORITY  
BUFFALO, NEW YORK

SMALL SERVICES CONTRACT, AREA #1  
FEBRUARY 1, 2021 THROUGH JANUARY 31, 2023  
PROJECT NO: 202100001

SECTION 00450

BIDDER'S QUALIFICATION STATEMENT

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

SUBMITTED TO:

Service Center Front Desk  
Erie County Water Authority  
3030 Union Road  
Cheektowaga, New York 14227

SUBMITTED FOR:

Erie County Water Authority  
Small Services Contract, Area #1  
February 1, 2021 through January 31, 2023  
ECWA Project No. 202100001

SUBMITTED BY:

Name of Organization: \_\_\_\_\_  
(Print or Type Name of Bidder)

Name of Individual: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

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 ☐ Partnership ☐ Joint Venture ☐ Sole Proprietorship

If Corporation:

A. Date and State of Incorporation:

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---

B. List of Executive Officers:

Name	Title

If Partnership:

A. Date and State of Organization:

---

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B. Names of Current General Partners:

---

---

C. Type of Partnership

☐ General ☐ Publicly Traded  
☐ Limited ☐ Other (described): \_\_\_\_\_



If Joint Venture:

A. Date and State of Organization:

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

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If Sole Proprietorship:

A. Date and State of Organization:

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B. Name and Address of Owner or Owners:

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

3.0 Has your organizational structure changed within the past five years? ☐ Yes ☐ No

If the answer to this question is “yes”, provide data as listed above in Item 1.0 for your previous organization.

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4.0 We normally perform \_\_\_\_\_ percent of the work with our own forces. List work normally subcontracted.

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- 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?

☐ Yes ☐ No

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.

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- 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?

☐ Yes ☐ No

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.

---

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---

- 7.0 In the last five years, has your organization, or any predecessor organization, failed to substantially complete a project in a timely manner?

☐ Yes ☐ No

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.

---

---

---

- 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.

\_\_\_\_\_

\_\_\_\_\_

12.0 Provide the following for your surety:

12.1 Surety Company: \_\_\_\_\_

12.2 Agent: \_\_\_\_\_

A. Address: \_\_\_\_\_

B. Telephone No.: \_\_\_\_\_

12.3 What is your approximate total bonding capacity?

- ☐ \$500,000 to \$2,000,000
- ☐ \$2,000,000 to \$5,000,000
- ☐ \$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: \_\_\_\_\_

13.2 Address: \_\_\_\_\_

13.3 Account Manager: \_\_\_\_\_

13.4 Telephone No.: \_\_\_\_\_

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: \_\_\_\_\_

15.2 Name of firm preparing statement: \_\_\_\_\_

16.0 Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Bidder: \_\_\_\_\_  
(Print or Type Name of Bidder)

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

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)-----

\_\_\_\_\_ being duly sworn, deposes and says that:  
a) he/she is \_\_\_\_\_ of \_\_\_\_\_;  
(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)-----

\_\_\_\_\_ being duly sworn, deposes and says  
that he/she is \_\_\_\_\_ of \_\_\_\_\_;  
(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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the  
County of \_\_\_\_\_, State of \_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

My commission expires \_\_\_\_\_

(Seal)

END OF BIDDER QUALIFICATIONS STATEMENT

## ATTACHMENT A

### SCHEDULE A PROJECTS IN PROGRESS

<u>Name, Location and Description of Project</u>	<u>Owner</u>	<u>Architect or Engineer</u>	<u>Contract Price</u>	<u>Percent Complete</u>	<u>Scheduled Completion</u>	<u>Reference/Contract Include Address and Phone</u>
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## ATTACHMENT B

### SCHEDULE B PROJECTS COMPLETED

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

### SCHEDULE C PERSONNEL

<u>Name</u>	<u>Position</u>	<u>Date Started With This Organization</u>	<u>Date Started In Construction</u>	<u>Prior Positions and Experience In Construction</u>
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**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.

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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. \_\_\_\_\_

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

EXPERIENCE IN THE INSTALLATION OF  
TAPPING SADDLES & VALVES  
ON  
PRESTRESSED CONCRETE CYLINDER PIPE

When this Contract includes the Installation of Tapping Saddles and Valves on Prestressed Concrete Cylinder Pipe, the Bidder is required to complete one of the following to the satisfaction of the ENGINEER:

A. I have had experience\* in the above as follows:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

B. The above noted work will be done by a subcontractor

\_\_\_\_\_

Who has the following experience\*:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

C. I will have a representative of a manufacturer of prestressed concrete cylinder pipe

\_\_\_\_\_ do the above noted work.

(Insert manufacturer's name)

\* List size and type (SP-5 or SP-12) of main tapped along with location, year and who the work was done for.

ERIE COUNTY WATER AUTHORITY  
BUFFALO, NEW YORK

SMALL SERVICES CONTRACT, AREA #1  
FEBRUARY 1, 2021 THROUGH JANUARY 31, 2023  
PROJECT No: 202100001

SECTION 00500

AGREEMENT

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, by and between the ERIE COUNTY WATER AUTHORITY (hereinafter called OWNER) and \_\_\_\_\_ (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 to perform all specified work required for Small Services Contract Area #1, February 1, 2021 through January 31, 2023, and all related work as shown on the drawings and described in the specifications. The Work is generally described in Section 01100 of the General Requirements.

ARTICLE 2 - ENGINEER

- 2.01 The Project has been designed by the OWNER, who is hereinafter called ENGINEER. The ENGINEER will assume all duties and responsibilities and have the rights and authority assigned to ENGINEER by OWNER in connection with completion of the work and 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.

- B. Substantial completion.
1. Each new Service, with the exception of Work assigned under paragraph 3.01.F, shall be substantially complete within nineteen (19) calendar days of notification by OWNER that the Work is required.
  2. Each service repair and service replacement, with the exception of Work assigned under paragraph 3.01.E, shall be substantially complete within nineteen (19) calendar days of notification by OWNER that the Work is required.
- C. The CONTRACTOR is required to complete all new service installations, replacements, and repairs authorized by OWNER.
- D. The CONTRACTOR is required to complete the restoration for new service installations, required as a result of the Work, as follows:
1. The CONTRACTOR shall perform compaction of backfill material to avoid settlement.
  2. Lawn restorations shall be performed between May 1 and October 31, or at other such times as weather permits or as directed by ENGINEER.
  3. Asphalt, concrete, and other restorations shall be performed between April 15 and November 30, or at other such times as weather permits or as directed by ENGINEER.
  4. All restorations are to be completed within six weeks of installation of the new service within the seasonal period outlined above.
  5. All restoration for the various types required, where services were performed out of season, shall be completed by May 15 for lawns and May 1 for others.
  6. Restoration warranty repairs are to be completed within 12 days of release.
- E. The CONTRACTOR is to be prepared to provide at any time 24 hours per day, including weekends and holidays, a crew or crews, laborers, and equipment to make repairs to customer service lines, to replace a service and the maintenance of work areas.
1. The crew or crews, laborers, and equipment supplied shall be delivered to the location of the Work promptly, which shall be defined as no longer than two hours after notification by the ENGINEER of the need for such crews or equipment. Failure to provide crews or equipment within this time period shall result in Liquidated Damages as specified below.
- F. The CONTRACTOR is to be prepared to provide at any time 24 hours per day, including weekends and holidays, a crew, laborers, and equipment to install a new Service that the ENGINEER deems an emergency. The ENGINEER has the sole discretion as to what is deemed an emergency.
1. The crew, laborers, and equipment supplied shall be delivered to the location of the Work promptly, which shall be defined as no longer than eight hours after notification by the ENGINEER of the need for the service installation. Failure to provide a crew or equipment within this time period shall result in Liquidated Damages as specified in paragraph 4.01.C.

2. The ENGINEER reserves the right, for emergency situations, to modify the CONTRACTOR'S schedule to accommodate the installation of a new service that is deemed an emergency. A new service that has previously been released can be deemed an emergency by the ENGINEER at any time, therefore invoking the response time listed under paragraph 3.01.F.1. Declaring a service an emergency shall not affect the completion dates of any other services and they shall be completed within the time limits defined under paragraph 3.01.B.1.

G. The Contract expires on January 31, 2023.

### 3.02 Substantial Completion and Final Payment

- A. Each new service installation, replacement or repair shall be deemed substantially complete at such time as the work is completed, operational, backfilled, and temporarily restored.
- B. Final Payment shall be made after all work of the Contract is completed and in accordance with Paragraph 14.07 of the General Conditions. Any service or replacement not installed by the last day of the contract term shall be turned back to the Authority, and the CONTRACTOR shall receive no compensation nor have any claim with respect to such service.

## 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 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 \$100.00 for each day that expires after the time specified in paragraph 3.01.B for Substantial Completion (adjusted for any changes thereof made in accordance with Article 12 of the General Conditions) until the Work is substantially complete; and \$50.00 for each day that restoration at each Work location is not completed as outlined in paragraph 3.01.D.
- B. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement. OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER (\$250.00) for each hour that elapses for

failure to provide all service repair crews and equipment within the allowable time frame as specified in paragraph 3.01.E herein.

- C. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement. OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER (\$250.00) for each hour that elapses for failure to provide a new service crew and equipment within the allowable time frame as specified in paragraph 3.01.F herein.
- D. OWNER and CONTRACTOR agree that as liquidated damages for failure to provide a Daily Report per Section 01321, Construction Schedules (but not as a penalty), CONTRACTOR shall pay OWNER (\$100.00) for each day that the Daily Report is not submitted per the requirements of Section 01321.
- E. OWNER and CONTRACTOR agree that as liquidated damages for failure to provide Maintenance and Protection of Traffic (MPT) that is in compliance with Section 01550, Maintenance and Protection of Traffic (but not as a penalty), CONTRACTOR shall pay OWNER (\$500.00) for each day the MPT is not in compliance with Section 01550. This is applicable to each Work location that has been assigned by the ENGINEER. The ENGINEER has the sole discretion in determining what is not in compliance with Section 01550.

#### 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 Contract 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).
- c. After one year of Contract duration has elapsed, OWNER may elect to return a portion of retainage held to date to the CONTRACTOR.

2. Upon Contract 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 14.02.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 (11 pages).
- B. Performance Bond (2 pages).
- C. Payment Bond (2 pages).
- D. General Conditions (42 pages).
- E. Supplementary Conditions (8 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 - Drawings.
  - K. Addenda consisting of Numbers\_\_\_\_ to \_\_\_\_\_, inclusive.
  - L. Exhibits to the Agreement enumerated as follows:
    - 1. Exhibit 1, Bid Form 14 pages.
  - M. 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 \_\_\_\_\_, 20\_\_\_\_.

OWNER: Erie County Water Authority

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest Erie County Water Authority

Attest \_\_\_\_\_

Address for giving notices

Address for giving notices

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(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: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

END OF AGREEMENT

# 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  
SMALL SERVICES CONTRACT, AREA #1  
FEBRUARY 1, 2021 THROUGH JANUARY 31, 2023  
PROJECT No: 202100001

## 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

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

### SURETY

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

(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 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

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  
SMALL SERVICES CONTRACT, AREA #1  
FEBRUARY 1, 2021 THROUGH JANUARY 31, 2023  
PROJECT No: 202100001

## 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

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

## SURETY

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title:

(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)  
AGENT or BROKER: OWNER'S REPRESENTATIVE (Engineer):

ERIE COUNTY WATER AUTHORITY  
BUFFALO, NEW YORK

SMALL SERVICES CONTRACT, AREA #1  
FEBRUARY 1, 2021 THROUGH JANUARY 31, 2023  
PROJECT NO: 202100001

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

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#### 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

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### 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 therefor.

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

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### 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

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### 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 therefor 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 ENGINEER 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

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### 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

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#### 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

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### 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

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### 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.

### 8.09 *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

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#### 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 therefor 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

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#### 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

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### 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, expeditors, 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

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#### 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

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#### 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

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### 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 CONTRACTOR'S 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

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#### 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

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### 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

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### 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

SMALL SERVICES CONTRACT, AREA #1  
FEBRUARY 1, 2021 THROUGH JANUARY 31, 2023  
PROJECT NO: 202100001

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-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 did not utilize any report or drawing related to subsurface and physical conditions.”

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-13.07            Modify paragraph 13.07.A. by changing the words "one year" in the first line 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

- A. During the performance of this Contract, the CONTRACTOR, its assigns, and designees, agree that it will abide by and will require its Subcontractors to abide by the Erie County Water Authority’s Apprenticeship Policy, as stated in paragraph B of this Section.
- B. That pursuant to New York State Labor Law §816-B, the Erie County Water Authority hereby mandates that all contractors and subcontractors entering into any construction contracts with the Erie County Water Authority shall have established apprenticeship agreements appropriate for the type and scope of work to be performed under the contract, that have been approved by the New York State Commissioner of Labor and shall require the employment of apprentices on Erie County Water Authority construction projects.

END OF SUPPLEMENTARY CONDITIONS

## SECTION 01100

### SUMMARY OF WORK

#### PART 1 - GENERAL

##### 1.01 LOCATION AND SCOPE OF WORK

- A. The Work consists of the installation or replacement of water service lines from the Authority's water main to the customer's property line, service repair work, including emergency service repair work, and other related work.
- B. The Work is located in Erie County and further identified as Area #1 which includes the Towns of Amherst, Cheektowaga, Lancaster, Clarence, Newstead, Alden, the Villages of Depew, Lancaster, Sloan, and Williamsville, and the City of Tonawanda. Specifically, the Work is to be performed in the Erie County Water Authority's franchised area and all water districts that the Authority operates under a lease-managed contract in this area.
- C. The summary of Work described in 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.
- B. The Work for Area #2, which includes the Towns of Concord, West Seneca, Hamburg, Marilla, Orchard Park, Eden, Evans, Aurora, Boston, and Villages of Hamburg, Orchard Park, and Blasdell, and the City of Lackawanna shall be performed under a separate Contract.

##### 1.03 WORK BY OTHERS

- A. Work by OWNER:
  - 1. OWNER will operate all utility water system valves and hydrants of existing watermains and recently installed watermains once placed into service unless permission is otherwise granted or if necessary due to an emergency situation.
  - 2. Permanent (or final) restoration of excavations for service replacements and service repairs shall be performed by OWNER. Permanent (or final) restoration of new service installations shall be performed by CONTRACTOR.

1.04 PRODUCTS FURNISHED BY OWNER ARE AS FOLLOWS:

- A. All watermain materials shall be furnished to CONTRACTOR from OWNER for him to incorporate into the Work as necessary only when the Crew, Labor, and Equipment item of the Contract is ordered. The CONTRACTOR shall obtain watermain materials from the Authority's Service Center in Cheektowaga, New York. The CONTRACTOR shall provide select backfill and cold patch.
- B. The CONTRACTOR shall furnish all materials for new service installations and replacements.

1.05 NOT USED

1.06 SEQUENCE OF WORK

- A. General
  - 1. The Work generally shall be constructed without disruption to the normal operation, except as noted in Section 01311, and 01731, and as otherwise approved by the OWNER.
  - 2. It is hereby understood that Time is of Essence in performing all work, but especially in the time that service is interrupted to the customer. Disruption of water service to customers shall be minimized and shall not exceed two hours in duration for service replacements/installations and repairs.
  - 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.
  - 5. CONTRACTOR shall be responsible for all restoration associated with a new service installation. The OWNER shall perform restoration when a service replacement is performed or at such time as when a repair is performed under the Crew, Labor, and Equipment item.
  - 6. Work will not be paid unless a completion date is furnished by CONTRACTOR on weekly schedules in a manner as specified herein. If CONTRACTOR furnishes conflicting completion dates, payment will not be made for that particular Work.
- B. Customer Notification
  - 1. The CONTRACTOR is responsible to notify all customers 72 hours in advance of when Work is to take place at their address. This notification also applies to customers who live adjacent or opposite to and who are also affected by or are part of the Work. The Authority shall also be notified no sooner than 5 business days of the date of the required shut-down. The

- CONTRACTOR is required to complete a Customer Notification Form conforming to the requirements of Erie County Water Authority.
2. The notification shall be on the CONTRACTOR'S letterhead stationery explaining what technical work is being performed and that temporary restorations will be completed immediately and a tentative schedule for final restoration. The CONTRACTOR'S phone number will also be included for the customer's use to report any unsafe condition for which CONTRACTOR must respond to upon immediate notification. A copy of the letter shall be provided to the Erie County Water Authority for final approval and for record purposes. Also, when questioned by the public, the CONTRACTOR'S workers shall first inform the public of what CONTRACTOR they work for and then for whom the CONTRACTOR is doing work.
  3. Customer Notification (Regarding Restoration):
    - a. The CONTRACTOR is responsible to notify all customers 72 hours in advance of when Work is to take place at their address. This notification also applies to customers who live adjacent or opposite to and who are also affected by or are part of the Work. The Authority shall also be notified within the same time. Notification shall be given when permanent restoration is to take place.
    - b. The CONTRACTOR is required to complete a Customer Notification Form conforming to the requirements for each excavation site, as outlined in 1.06.B. The CONTRACTOR shall prepare the form to be distributed to the property owner with the following minimum information:
      - (1) Name of CONTRACTOR.
      - (2) Address and phone number of CONTRACTOR.
      - (3) The work being done for the ECWA.
      - (4) Type of work performed (i.e., asphalt, lawn, concrete, other, and sealant).
    - c. The CONTRACTOR shall also prepare a form to be provided to the homeowners where restoration was performed, explaining care instructions for the completed restoration and include information of the property owner's responsibility to maintain the restored area and care of material placed.
    - d. CONTRACTOR will submit a copy of each form to ENGINEER for final approval and for record purposes.
    - e. CONTRACTOR shall not commence any restoration Work at a residence until such time as the residents are made aware of the Work and agree to the time, including the possibility that access to the property may be impaired, and the CONTRACTOR makes temporary provisions for access to the satisfaction of the resident. These temporary provisions shall be provided at no additional cost to OWNER.
  4. Customer Notification (Regarding Service Replacements):
    - a. The CONTRACTOR shall notify all customers affected by a service replacement that the temporary restoration that was performed is not

permanent and that the Erie County Water Authority will be responsible for performing the final (permanent) restoration at a later date.

C. Service Record Forms:

The CONTRACTOR shall be required to record all dimensions of new services or replacements on a form provided by OWNER. The CONTRACTOR shall be required to provide a digital photograph of the tap and curb stop prior to backfilling.

The CONTRACTOR shall be required to provide a digital photograph of the tap and curb stop excavation sites after backfilling is complete. The digital photographs shall have a minimum resolution of 12 megapixels each. Filenames of digital photographs will be the service address followed by date and by either a sequential number or description of view.

D. Weekly Restoration Status Reports:

1. CONTRACTOR shall submit weekly reports, in a form acceptable to ENGINEER.
2. Reports shall be submitted to the ENGINEER by 9:00 a.m. every Monday during the months when Work is being performed. Reports shall indicate each service address and the type of restoration to be performed. Weekly reports shall include, but not necessarily be limited to:
  - a. New Services, Service Replacements, and Restoration completed during the reporting period.
  - b. New Services, Service Replacements, and Restoration scheduled to be completed during the next reporting period.
  - c. The number of crews assigned to each type during the next reporting period.
  - d. Status of backlogged Work. Backlogged Work defined as assigned and not completed jobs.
  - e. All CONTRACTOR reports must adhere to and comply with the OWNER'S reporting standards and procedures.
  - f. A computerized schedule shall indicate dates for jobs based on each restoration type.
3. Unsatisfactory Work that needs to be redone must be identified on a separate listing to be included with the weekly report.

#### 1.07 CONTRACTOR'S USE OF PREMISES

- A. CONTRACTOR'S use of the premises shall be confined to the areas shown.
- 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. In general obtain and pay for all permits and satisfy all permit requirements.
  5. Comply with all requirements defined in other specification sections.
- E. See General Conditions, for additional requirements.
- F. CONTRACTOR'S use of the premises shall be confined to the areas shown.
- G. CONTRACTOR shall minimize disturbance of the existing conditions of lawn, pavement, sidewalk, driveway, etc. during the course of the Work.
- H. The CONTRACTOR shall be responsible to verify the location of the right-of-way line for all new or replacement services.
- I. The CONTRACTOR shall be responsible to verify the location of the sidewalk for all new or replacement services. Under no circumstances shall a curb box be installed in a sidewalk. If the right-of-way line falls within the sidewalk, the curb box shall be installed outside of the sidewalk. Any curb box installed in a sidewalk shall be moved and sidewalk replaced by the CONTRACTOR at his 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 ALLOWANCES

- A. Cash allowances are stipulated amounts for purchase of products, systems, or services. 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 suppliers 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 monthly invoice to adjust Contract Price for difference between specified allowance amount and actual cost. Prepare

invoice 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. No markup is allowed on work performed under the cash allowance.

### 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

### 3.01 SCHEDULE OF ALLOWANCES

- A. Contingency Allowances: Include a stipulated contingency allowance of \$20,000.00 for Bid Item 8, Contingency Allowance, for use in accordance with the OWNER’S instruction to perform miscellaneous work.

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, layout surveys, job signs, sanitary requirements, permits, testing, safety devices, approval and record drawings, water supplies, power, maintaining traffic, removal of waste, watchmen, bonds, insurance, test pits and all other requirements of the General Conditions, Supplementary Conditions, and the General Requirements. Compensation for all such services, things and materials shall be included in the prices stipulated for the lump sum and work unit price pay items listed herein.
- B. The lump sum and unit bid prices will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.
- C. The CONTRACTOR shall furnish all labor, materials, tools, equipment, services, and all appurtenances necessary to perform all work required, at the 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 clearing and grubbing, earth excavation, rock excavation, disposal of excess excavated material, handling of all water, dewatering, earth backfill, select backfill, pipe bedding and encasement, concrete cradle, concrete encasement, concrete cover, piping, water service tubing, saddles, curb stops, curb boxes, bends, reducers, tees, valves, valve boxes, hydrants and all other fittings, traffic control, permits, test pits, replacement of sidewalks, curbs, underdrains, drainage, curb receivers, ditches, driveways, rip rap, driveway culverts, headwalls, temporary resurfacing, all final restoration, connections to existing watermains, testing, disinfection, and maintaining water service to customers.
- 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. Storm and sanitary sewers.
    - b. Gas, water, electric, telephone, fiber optic, and cable TV house service connections.
    - c. Overhead and underground telephone, fiber optic, cable TV and electric power lines.

- d. Other water mains.
  - 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 below the surface of the ground 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 - NEW SERVICE INSTALLATION OR REPLACEMENT

###### 1. Work Included:

- a. This item includes all labor, materials, equipment, sampling and testing, and incidentals required to furnish, install, test, disinfect, and place into service new service installation or replacement of the size, class, depth, and materials shown on the drawings and specified herein, except that specifically included under other items of the Contract.
- b. This item includes all customer notifications, field exploratory excavations to locate the existing water main, excavation to and around the existing water main, (either by hand and/or mechanical means), excavation to the existing service piping, (either by hand and/or mechanical means), backfill, select backfill, compaction of backfill, tapping the main, furnishing and installing service saddles, corporation stops, type K copper service tubing, curb stops, curb boxes, and all incidentals required for a complete and operational new service installation or replacement.
- c. This item includes all cost to connect to lead or galvanized service and shall not result in additional cost to the OWNER.
- d. This item includes all sheeting, shoring, dewatering, supporting, and protecting existing structures, and replacing them if damaged, placing barricades and traffic control, permits, clean up and removal of debris.
- e. This item includes payment for up to 10 feet of type K copper service tubing or polyethylene tubing only when ordered. Additional payment for additional length of tubing beyond this 10 feet shall be made under Item 2 at the appropriate copper or polyethylene tubing item.
- f. The cost for pushing or boring pits and receiving pits are included herein if the tubing is to be installed beyond 10 feet and when the pushing, open cut, or boring method is used and/or ordered.
- g. This item includes all costs for locating all underground utilities via exploratory excavations (for water, sewer, gas, storm, electric, etc.), and working under, over, alongside, near all existing utilities.
- h. This item includes flushing the entire service as necessary, cleaning the meter, and demonstrating that all system components properly operate.
- i. This item includes temporary restoration for new service installation or service replacement which shall include all backfill and select backfill to grade, compaction, installation of cold patch on all traveled surfaces such as sidewalks, driveways, shoulders, and pavement, removal of excess fill

material and debris, and maintenance of excavations and disturbed areas until such time as final restoration is performed.

- j. Final or permanent restoration such as asphalt, concrete, and lawn on New Service Installation is included for payment herein. Final or permanent restoration for Service Replacement is to be performed by OWNER. The CONTRACTOR shall maintain the work area until final restoration is complete for New Service Installations and shall maintain the work area for a period of 30 days after the Service Replacement has been considered substantially complete per Section 00500, Article 3, 3.02.A. If in the opinion of the ENGINEER the CONTRACTOR unnecessarily caused undue property damage during a Service Replacement, the CONTRACTOR shall then be assigned all restoration at the site.
  - k. This item includes adjustment of the curb box to grade and re-adjustment to grade as necessary, when ordered or requested.
  - l. The Service Replacement shall include the abandonment of the existing service if located within the same excavation. This includes, but is not limited to, removal of the existing corp, crimping or plugging the existing service, and removal of the existing curb stop and curb box.
  - m. This item includes all cost associated with obtaining permits and performing work in accordance with the requirements of the Town, County, or State agencies having jurisdiction.
  - n. Rock excavation and rock drilling is included for payment under Item 4.
  - o. Items 1D1 and 1D2 shall include all work associated with a service replacement of the size ordered, shown, or required when the location of the watermain is in pavement, driveway, or parking lot and either all or part of the replacement is in the pavement, driveway, or parking lot. As such, all costs such as saw cutting and temporary restoration (cold patch) shall be included in this item including all work to connect to the existing service within the area between the edge of pavement and the curb box.
  - p. Items 1D3 and 1D4 shall include all work associated with a service replacement of the size ordered, shown, or required when the location of the watermain is in the area between the street curb or edge of pavement and the location of the curb box; primarily considered the grass area. As such, all costs for the service replacement shall be included in this item including normal backfill in grass areas, excess spoil removal, and removal of sidewalks (if necessary), compaction, select backfill, and temporary restoration (cold patch).
2. Measurement:
- a. The quantity to be paid under this item shall be the actual number of new service installations or replacements installed within the limits shown, specified, or directed.
  - b. Each new service installation or replacement shall include 10 feet of copper tubing or polyethylene tubing only when ordered. Additional copper or polyethylene tubing beyond the 10 feet shall be measured for payment under Item 2.
3. Payment:

- a. The unit price bid per each for this item shall be full compensation for furnishing all labor, materials, and equipment required to furnish, install, test, disinfect, and place into service the new water service installation or replacement.
- b. The subdivisions of this item are:
  - 1A. New Service Installation on Cast Iron, Ductile Iron, or Asbestos Cement Pipe.
    - 1A1 - ¾-inch and 1-inch.
    - 1A2 - 1½-inch and 2-inch.
  - 1B. New Service Installation on Prestressed Concrete Cylinder Pipe.
    - 1B1 - ¾-inch and 1-inch.
    - 1B2 - 1½-inch and 2-inch.
  - 1C. New Service Installation on Polyvinyl Chloride Pipe.
    - 1C1 - ¾-inch and 1-inch.
    - 1C2 - 1½-inch and 2-inch.
  - 1D. Service Replacement on Cast Iron, Ductile Iron, Asbestos Cement, Prestressed Concrete Cylinder, and Polyvinyl Chloride Pipe.
    - 1D1 - ¾-inch and 1-inch when watermain is in pavement, driveway, or parking lot.
    - 1D2 - 1½-inch and 2-inch when watermain is in pavement, driveway, or parking lot.
    - 1D3 - ¾-inch and 1-inch when watermain is in grass.
    - 1D4 - 1½-inch and 2-inch when watermain is in grass.

**B. ITEM 2 – TUBING INSTALLATION FOR NEW SERVICE OR REPLACEMENT (BEYOND 10 FEET FROM WATERMAIN BY PUSHING, OPEN CUT OR BORING METHOD)**

- 1. Work included:
  - a. This item includes all labor, materials, equipment, sampling and testing, and incidentals required to furnish, install, test, disinfect, and place into service the service tubing beyond 10 feet from the watermain.
  - b. The tubing is to be installed by pushing, open cut, or boring method depending on the conditions encountered in the field.
  - c. No additional payment shall be made for delays in completing the work encountered by CONTRACTOR due to interference from boulders, rock, or unknown utilities or structures. No additional payment shall be made for lost drill bits or rods.
  - d. The cost for pushing or boring pits and receiving pits are included for payment under Item 1.
  - e. The cost for rock excavation is included for payment under Item 4A.
  - f. The additional cost for rock drilling is included for payment under Item 4B.
  - g. This item includes all costs associated with obtaining permits and performing work in accordance with the requirements of the Town, County or State agencies having jurisdiction.
- 2. Measurement:
  - a. The quantity to be paid for under this item shall be the actual number of linear feet of service tubing beyond 10 feet from the watermain of each size

installed within the limits shown, specified, or directed. The lengths shall be measured along the centerline of the tubing.

3. Payment:

- a. The unit prices bid per linear foot shall be full compensation for furnishing labor, materials, equipment, and incidentals necessary to furnish, deliver, install, and place into service the service tubing beyond 10 feet from the watermain as shown, specified, or directed.
- b. The subdivisions of this item are:
  2. Tubing Installation for New Service or Replacement (beyond 10 feet from the Watermain by Pushing, Open Cut or Boring Method)
    - 2A1 - ¾-inch and 1-inch Copper Tubing.
    - 2A2 - 1½-inch and 2-inch Copper Tubing.
    - 2A3 - ¾-inch and 1-inch Polyethylene Tubing.
    - 2A4 - 1½-inch and 2-inch Polyethylene Tubing.

C. ITEM 3 - METER BOX SETTINGS (Not Used)

D. ITEM 4 - ROCK EXCAVATION AND ROCK DRILLING

1. Work Included:

- a. Item 4A includes furnishing all labor, materials, equipment, and incidentals required to remove rock to the lines and grades as shown, specified, and directed.
- b. Item 4A further includes the furnishing and placing of six (6") inches of select fill embedment as shown, specified, and directed for the full width of the rock excavation.
- c. The CONTRACTOR shall remove rock by hand methods such as drilling, jacking, hammering, and mechanical excavation. No blasting is allowed.
- d. Item 4B includes payment of the additional cost for furnishing all labor, materials, equipment, and incidentals required to perform rock drilling to advance the service tubing in rock to the lines and grades as shown, specified, and directed.
- e. The cost for the service tubing shall be included for payment under the appropriate Item 1 and/or Item 2 items.
- f. Boulders shall not be measured for Rock Excavation.

2. Measurement:

- a. The quantity to be paid for under Item 4A shall be the amount of rock in cubic yards, removed from within the pay limits as shown, specified, or directed.
- b. The pay limits are defined as a depth of six (6") inches below the bottom of the pipe and a maximum width of twenty-four (24") inches greater than the outside diameter of the pipe, exclusive of bells, branches, hubs, spurs, or cradles, or structure if encountered.
- c. The rock shall be uncovered prior to removal in sections acceptable to the ENGINEER, so that it may be measured prior to removal.
- d. Excavation of rock beyond the pay limits is the responsibility of the CONTRACTOR and payment shall be made only for the amount of rock removed in accordance with the pay limits and along the length of the



service. No rock will be measured for payment for rock excavation to further construct the push and receiving pits.

- e. The quantity to be paid for under Item 4B shall be the actual amount of rock drilling in linear feet, necessary and required to advance the service tubing in rock to the limits as shown, specified, or directed. The lengths shall be measured along the centerline of the tubing.

3. Payment:

- a. The unit price bid per cubic yard for Item 4A shall be full compensation for furnishing all labor, materials, equipment, and incidentals required to remove rock as shown, specified, or directed.
- b. The unit price bid per linear foot for Item 4B shall be full compensation for furnishing all labor, materials, equipment, and incidentals required to perform rock drilling to advance service tubing in rock as shown, specified, or directed.
- c. The subdivisions of this item are:
  - 4. Rock Excavation and Rock Drilling
    - 4A1 - Rock Excavation.
    - 4B1 - Rock Drilling for ¾-inch through 2-inch Services up to 10 feet
    - 4B2 - Rock Drilling for ¾-inch through 1-inch Services beyond 10 feet
    - 4B3 - Rock Drilling for 1½-inch through 2-inch Services beyond 10 feet

E. ITEM 5 - TEST PIT EXCAVATION AND BACKFILL

1. Work Included:

- a. This work shall include all labor, materials, equipment and incidentals required to perform test pit excavations and backfill at the locations specified or directed except that which is specifically included for payment under other items of the Contract.
- b. Payment under this item shall not be made for excavations for Items 1, 2, and 3 except if the excavation is made at a location materially different than the site of work in the opinion of the ENGINEER, whose decision is final.
- c. No payment will be made for this item unless when specifically ordered by ENGINEER in advance of the Work.
- d. This item includes furnishing and installing backfill, select backfill, compaction, sheeting, shoring, dewatering, supporting and protecting existing structures, and replacing them if damaged, placing barricades and traffic control, permits, clean-up, and removal of debris.
- e. This item includes working under, over, alongside, and near existing utilities (water, sewer, gas, storm, electric, etc.)
- f. This item includes temporary restoration which shall include backfill, select backfill to grade, compaction, installation of cold patch on all traveled surfaces such as sidewalks, driveways, shoulders, and pavement, removal of excess fill materials and debris, and maintenance of excavation and disturbed area until such time as final restoration is performed.

2. Measurement:

- a. The quantity to be paid for under this item shall be the actual number of cubic yards of test pit excavation and backfill performed as ordered by the ENGINEER.

- b. There shall be no separate payment for select backfill.
- 3. Payment:
  - a. The unit price bid per cubic yard for this item shall be full compensation for all labor, material, equipment, and incidentals necessary to furnish and install test pit excavation and backfill within the limits ordered by ENGINEER.
  - b. The subdivisions of this item are:
    - 5. Test Pit Excavation and Backfill
    - 5A1 - Test Pit Excavation and Backfill.

F. ITEM 6 - RESTORATION (Not Used)

G. ITEM 7 - REPAIR CREW LABOR AND EQUIPMENT

- 1. Work included:
  - a. This item includes providing a crew consisting of labor and equipment to be used when ordered by ENGINEER to make repairs and/or emergency repairs to water service installations or to perform related work.
  - b. The use of crew labor and equipment will be ordered by ENGINEER when it is determined that a service repair be performed in lieu of the new service installation or replacement.
  - c. The crew under Item 7A1 shall consist of, at a minimum, one skilled laborer; one supplemental laborer; one wheeled loader/backhoe; and, one fully equipped tool and equipment truck with trailer.
  - d. Additional payment shall not be made if CONTRACTOR provides additional labor or equipment beyond what is specified herein or ordered.
  - e. The ENGINEER may order work performed under Item 7A1 to be performed with a dump truck and operator provided by OWNER. No additional payment shall be made to CONTRACTOR for such cases.
  - f. ENGINEER may order work of Item 7A1 to include a dump truck and operator and payment for the dump truck and operator shall be made under Item 7A2.
  - g. This item includes all related costs of CONTRACTOR, including, but not limited to, supervision, wages, benefits, operating costs, overhead, profit, fuel, insurance, permits, licenses, etc.
  - h. Under these items, Authority personnel shall coordinate the repair work at the site, but the CONTRACTOR shall be responsible for all county, state, and federal safety codes (OSHA) and any costs involved for this shall be included in this item.
  - i. Also to be included in the repair crew item shall be all costs for sheeting and shoring, steel plates, flagmen, cones, signs, arrowboards, flashers, fences, sufficient lighting, and any other device required to carry out the necessary repairs.
  - j. OWNER shall furnish CONTRACTOR all watermain materials for Work when so ordered under this item. It shall be the CONTRACTOR'S responsibility to obtain these materials and the cost shall be included herein. The CONTRACTOR shall furnish and install select backfill and cold patch and the cost shall be included herein.

- k. Final or permanent restoration shall be performed by the OWNER unless otherwise ordered.
  - l. The CONTRACTOR shall be prepared to provide as many as two (2) two-men repair crews concurrently. A crew installing new services shall not be counted as a repair crew.
  - m. The work area must be left in a neat and orderly manner and the CONTRACTOR shall maintain the work area for a period of 30 days after the work has been considered substantially complete per Section 00500, Article 3, 3.02.A. If in the opinion of the ENGINEER the CONTRACTOR unnecessarily caused undue property damage, the CONTRACTOR shall then be assigned all restoration at the site.
2. Measurement:
- a. The quantity to be paid for under this item shall be the actual number of crew labor and equipment hours performed by CONTRACTOR as ordered by ENGINEER.
  - b. Payment for Item 7A1 shall start when the crew and equipment arrives at the site and ends when the crew and equipment leaves the site when the Work is completed. There shall be no payment for travel time to or from the CONTRACTOR'S place of business. Payment will be made for travel time between two Work sites for the equipment necessary for the second or succeeding work.
  - c. Payment for Item 7A2 shall begin when the dump truck and operator arrive on the site and shall end when the dump truck and operator leaves the site when the Work is completed.
  - d. The OWNER reserves the right to dismiss the crew from a site when it is determined that it is no longer needed. The OWNER also reserves the right to dismiss the dump truck and operator if Item 7A2 is ordered. The CONTRACTOR may elect, for his own convenience, to keep the dismissed labor and equipment on the site or return them to his place of business when the job is done, but no payment shall be made for them.
3. Payment:
- a. The unit price bid for this item shall be full compensation for furnishing all labor, equipment, and incidentals required to perform waterline maintenance work as ordered or necessary.
  - b. The subdivision of this item are:
    - 7. Repair Crew Labor and Equipment
      - 7A1 - Repair Crew Labor and Equipment.
      - 7A2 – 5-yard Dump Truck, with Operator.

#### H. ITEM 8 - CONTINGENCY ALLOWANCE

- 1. Measurement:
  - a. Section 01210, Allowances, includes a stipulated amount available as reserve for sole use by OWNER to cover unanticipated costs.
- 2. Payment:
  - a. Payment for Work authorized under Item 8 will be full compensation for providing all Work authorized under the contingency allowance, complete as specified or directed by ENGINEER. Work authorized under contingency

allowance may be included in subsequent Application(s) for Payment, as applicable, following authorization and performance of Contingency allowance Work.

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. This item will be included for payment at a rate of 25 percent per month for the first four months.
- D. Schedule of Values shall be prepared on 8½-inch by 11-inch white paper.
- E. Use Table of Contents of the Specifications as basis for Schedule format and identify each item with number and title in the Table of Contents. List sub-items of major products or systems as appropriate or when requested by ENGINEER.
- F. When requested by ENGINEER, support values with data that will substantiate their correctness.
- G. The sum of the individual values shown on the Schedule of Values must equal the total Contract Price.
- H. Each item shall include a directly proportional amount of the CONTRACTOR'S overhead and profit.
- I. Schedule shall show the purchase and delivery costs for materials and equipment that the CONTRACTOR anticipates he shall request payment for prior to their installation.

### 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 01311

### COORDINATION WITH OWNER'S 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. All work shall be performed on a daily schedule of starting times and quitting times as defined by OWNER. Failure to comply with this schedule shall result in rejection of work in accordance with Article 9.06 of the General Conditions. It is hereby understood that this schedule of starting and quitting times may be different at various times throughout the year.
- E. Related Work Specified Elsewhere:
  - 1. Section 01731, Connections to Existing Facilities.
  - 2. Divisions 2-15, Technical Specifications.

##### 1.02 ADMINISTRATIVE WORK

- A. CONTRACTOR shall provide dedicated and full time office staff and equipment to:
  - 1. Respond to customer telephone calls.
  - 2. Communicate with OWNER'S office and field personnel regarding work assignments, complaints, variances, payments, work schedules, and any or all other associated work.
  - 3. Dedicated staff to ensure delivery of customer notifications and handouts, if necessary.
- B. In addition to field staff, CONTRACTOR'S office staff shall be available at all work hours of OWNER.
- C. 24-hour emergency numbers shall be provided of authorized CONTRACTOR personnel.

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.

##### 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. Use of premises.

14. CONTRACTOR(S) responsibility for safety and first aid procedures.
15. Security.
16. Housekeeping.
17. Field Offices.
18. Record Drawings.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

## SECTION 01321

### CONSTRUCTION SCHEDULES

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. Daily Work Locations and Communication.
  - 1. CONTRACTOR shall submit daily reports, in a form acceptable to ENGINEER.
  - 2. Daily Reports must be submitted by 10:00 a.m. every morning for Work that is scheduled for the following day. For work scheduled on Monday's, the report shall be submitted by 10:00 a.m. on Friday morning. Daily reports shall be submitted by email and shall include:
    - a. Number and type of crews working.
    - b. Addresses where each crew will be scheduled to perform Work (including town, street, and job number). The jobs shall be listed in the order that they will be performed throughout the day.
    - c. The job site shall be pre-inspected by the CONTRACTOR to determine what type of Maintenance and Protection of Traffic (MPT) is required per Section 01550. The type of MPT being provided shall be listed for each location.
    - d. Phone number to contact each crew chief daily.
    - e. Each crew chief shall call the ENGINEER every morning to discuss the Daily Reports.
  - 3. Work delayed due emergency work ordered by ENGINEER shall be re-submitted on the next working days report.

#### 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 ERIE COUNTY WATER AUTHORITY at the Service Center address at 3030 Union Road, Cheektowaga, New York 14227.
- 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. 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. \_\_\_\_\_
- D. If a Shop Drawing deviates from the requirements of the Contract Documents, CONTRACTOR shall specifically note each variation in his letter of transmittal.
- E. All Shop Drawings submitted for approval shall have a title block with complete identifying information satisfactory to ENGINEER.
- F. 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: \_\_\_\_\_

- G. 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.
- H. The CONTRACTOR shall initially submit to ENGINEER a minimum of 4 copies of all submittals that are on 8-½-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 8-½-inch by 11-inch. The OWNER and ENGINEER shall receive one copy only of each submittals which will be stamped "Preliminary - Not For Construction."
- I. 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
- J. If a submittal is acceptable, it will be marked "Approved" or "Approved as Corrected". Four prints or copies of the submittal will be returned to CONTRACTOR.

- K. 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.
- L. 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.”
- M. If a submittal is unacceptable, 2 copies will be returned to CONTRACTOR with one of the following notations:
  - 1. “Revise and Resubmit”
  - 2. “Not Approved”
- N. 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.
- O. 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.
- P. 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.
- Q. 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.
- R. 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.
- S. 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 01410

### OPERATIONS IN HIGHWAY RIGHTS-OF-WAY

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. CONTRACTOR shall obtain all necessary permits, except those provided by OWNER, arrange all inspections required by the governing agency and pay all charges. He shall conform with all applicable State, County, Town, and Village Highway Department rules and regulations.
- B. Work may be installed by the open cut method, however, traffic flow shall be maintained. A minimum of two lanes of traffic shall be kept flowing at all times.
- C. CONTRACTOR shall comply with all current New York State Department of Transportation requirements for traffic protection and all requirements in Section 01550, Maintenance and Protection of Traffic.
- D. Work shall be located as shown, and CONTRACTOR shall install materials, pipe, fittings, and adapters that are required to implement crossings of existing pipe lines, utilities or other structures. A supply of pipe fittings, adapters and short lengths shall be on hand to expedite the crossings.
- E. Pavement: When backfill is stabilized in accordance with State Highway Department requirements and these Specifications, CONTRACTOR shall replace the street pavement and base with pavement of similar type and equal thickness to the pavement which was removed. This pavement and base shall be constructed in complete accordance with the requirements of the State, County and local municipal jurisdiction.

#### 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	gallon	gal
ante meridiem	am	gallons per minute	gpm
ampere	A	gallons per second	gps
average	avg	gram	g
biochemical oxygen demand	BOD	Hertz	Hz
brake horsepower	bhp	hour	hr
British thermal unit	Btu	horsepower	hp
Centigrade	EC	inch	in.
Company	Co	inch-pound	in.-lb
cubic inch	cu in	inside diameter	id
cubic foot	cu ft		
cubic yard	cu yd	kilovolt-ampere	kva
cubic feet per minute	cfm	kilowatt	kw
cubic feet per second	cfs	kilowatt-hour	hw hr
decibel	db	linear foot	lin ft
degree Centigrade (or Celsius) (say)	20°C	liter	l
degree Fahrenheit (say)	68°F	maximum	max
diameter	diam	mercury	Hg
direct current	d-c	milligram	mg
dollars	\$	milligrams per liter	mg/l
		milliliter	ml
each	ea	millimeter	mm
efficiency	eff	million gallon	mil
		million gallons per day	mgd
Fahrenheit	EF	minimum	min
feet	ft		
feet per hour	fph	net positive suction head	npsh
feet per minute	fpm	number	No.
feet per second	fps	National Pipe Threads	NPT
Figure	Fig		
flange	flg	ounce	oz
foot-pound	ft-lb	outside diameter	od

parts per million	ppm	second	sec
post meridiem	pm	specific gravity	sp gr
pound	lb	square	sq
pounds per square foot	psf	square foot	sq ft
pounds per square inch		square inch	sq in
absolute	psia	square yard	sq yd
pounds per square inch		standard	std
gage	psig	standard cubic feet	
		per minute	scfm
revolutions per minute	rpm		
		total dynamic head	tdh
		totally-enclosed-	
		fan-cooled	tefc
		volt	v

## 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 01525

### 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. PROJECT ENGINEER,
  - 7. PROJECT INSPECTOR,
  - 8. Utility companies such as gas, water, sewer, oil, telephone, cable, TV, etc.,
  - 9. Highway Departments,
  - 10. Fire Departments serving the project limits,
  - 11. Police Emergency number,
  - 12. New York State Department of Environmental Conservation (NYSDEC) Spill Response Hotline,
  - 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 and OWNER 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

### MAINTENANCE AND PROTECTION OF TRAFFIC

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

###### A. Work Specified

The work specified shall include all labor, material, equipment, services and incidentals necessary to maintain and protect vehicular and pedestrian traffic through all construction areas.

###### B. Related Work Specified Elsewhere

1. Division 2-15, Technical Specifications,
2. Section 15051 - Buried Piping Installation

##### 1.02 QUALITY ASSURANCE

###### A. Reference Standards

1. New York State Department of Transportation Standard Specifications, latest revision.

#### PART 2 - PRODUCTS (NOT USED)

#### PART 3 - EXECUTION

##### 3.01 GENERAL

- A. This work shall consist of maintaining traffic and protecting the public from damage to person and property within the limits of and for the duration of the Contract.
- B. All existing site roads, streets, sidewalks, and traffic ways shall be kept open for the passage of traffic and pedestrians during the construction period unless otherwise approved by the OWNER, ENGINEER or authority having jurisdiction over same.
- C. When required to cross, obstruct or temporarily close an existing site road, street, sidewalk or trafficway, CONTRACTOR shall provide and maintain suitable detours or other approved temporary expedient for the accommodation of traffic. Closings shall be for the shortest time practical, and passage shall be restored immediately after completion of backfill and temporary paving or bridging.



- D. CONTRACTOR shall give 48 hours advance notice to the fire and police departments of his proposed operations including temporary shutdowns.
- E. CONTRACTOR shall provide signs, signals, barricades, flares, lights and all other equipment, service and personnel required to regulate and protect all traffic, and warn of hazards. All such work shall conform to requirements of the OWNER or authority having jurisdiction. Remove temporary equipment and facilities when no longer required, restore grounds to original, or to specified conditions.
- F. Traffic shall be maintained over a reasonably smooth traveled way which shall be so marked by signs, delineators, guiding devices and other methods, that a person who has no knowledge of conditions may safely, and with a minimum of discomfort and inconvenience, ride, drive or walk, day or night, over all or any portion of the street under construction where traffic is to be maintained. All work shall conform to the requirements of the current New York State Manual of Uniform Traffic Control Devices.
- G. CONTRACTOR shall control dust and keep the traveled way free from materials spilled from hauling equipment.
- H. CONTRACTOR shall provide the necessary traffic control equipment and flagmen for adequate traffic control on the traveled way. Flaggers shall be used where opposing traffic is restricted to one (1) lane or where other conditions require, or as required by permit conditions.
- I. CONTRACTOR shall provide ingress and egress to and from intersecting streets, homes, businesses and commercial establishments.
- J. CONTRACTOR shall provide adequate protection for pedestrian traffic during all phases of construction.
- K. CONTRACTOR shall maintain existing bus stops, if any, so passengers are reasonably accommodated.
- L. CONTRACTOR shall make the necessary repairs to existing pavement as required to provide a reasonable smooth traveled way where vehicle operation is maintained.
- M. The CONTRACTOR'S responsibility to the public is to protect the public from damage to person and property which may result directly or indirectly from any construction operation.
- N. The CONTRACTOR shall provide temporary markings in accordance with provisions of the New York State Manual of Uniform Traffic Control Devices, as required by the Town or City having jurisdiction, as shown in the plans and specifications and as ordered by the ENGINEER

- O. The CONTRACTOR shall schedule work to keep to a minimum and consistent with the physical requirements of the contract, the amount of existing pavement and/or facilities that are destroyed or substantially torn up at any one time.
- P. The CONTRACTOR shall at all times conduct his operations in a manner to insure the convenience of the motorist, the pedestrians and the abutting property owners and their safety as well as the safety of his own employees.
- Q. The CONTRACTOR shall furnish, install, move, remove and maintain all signs and barricades and lighting for construction barricades as shown on the plans or as ordered by the ENGINEER, and in accordance with the NYS Manual of Uniform Traffic Control Devices.
- R. The CONTRACTOR shall provide and maintain delineation and guiding devices which shall include: delineators, barrels, flashers, railing, temporary curb of any kind, pavement markings, and other similar materials or methods acceptable to the ENGINEER
- S. The CONTRACTOR shall construct, move or remove, as directed, temporary structures, approaches, detours, pavements and necessary appurtenances.

### 3.02 PARKING CONTROL

- A. Control all CONTRACTOR related vehicular parking within the limits of the Work to preclude interference with public traffic or parking, access by emergency vehicles, OWNER'S operations, or construction operations. Provide temporary parking facilities as may be required because of construction or operations.
- B. Monitor parking of all construction and private vehicles:
  - 1. Maintain free vehicular access to and through parking areas.
  - 2. Prohibit parking on or adjacent to access roads, or in non- designated areas.
  - 3. Parking will not be allowed in areas which limit sight distance of passing motorists.
  - 4. CONTRACTOR is responsible for his vehicles while on-site.

### 3.03 HAUL ROUTES

- A. Consult with governing authorities and establish thoroughfares which will be used as haul routes and site access.
- B. Provide traffic control of haul routes to expedite traffic flow and to minimize interference with normal traffic.

### 3.04 ADDITIONAL REQUIREMENTS

- A. The CONTRACTOR shall maintain the traveled way reasonable smooth and hard at all times, and shall be well drained and free of potholes, bumps, irregularities and depressions that hold or retain water. Construction operations shall be conducted to insure a minimum of delay to traffic. Stopping traffic for more than five minutes shall not be permitted unless specifically authorized, in writing, by the ENGINEER. The necessary equipment and personnel to attain and maintain a satisfactory riding surface shall be available and used as needed at all times when work is under way and when work is temporarily suspended for any period of time. Special attention to maintenance of a satisfactory traveled way shall be given during weekends, holidays and the winter season.
- B. The CONTRACTOR shall provide a sufficient number of competent flagmen in areas where traffic exists, particularly where construction equipment is operating. Each flagger shall use an orange safety vest. The vest shall be worn outside all other clothing worn by the flagger.
- C. Traffic shall be maintained in accordance with the details shown in conformance with the New York State Manual of Uniform Traffic Control Devices.
- D. Fencing
  - 1. The CONTRACTOR shall completely enclose all open excavations and all other potentially hazardous location, at the end of each working day by temporary fences. Fencing shall be not less than four feet in height, mounted in steel angles or other satisfactory means of support rigidly driven into the ground and spaced at intervals not to exceed eight feet. A minimum of one flasher per fifteen feet of fencing will be required. In areas where an excavation is to remain open in excess of 14 calendar days, rigid fencing will be required having supports at intervals not to exceed four feet. Snow fence, cyclone fence, or wire fabric with rectangular mesh are considered minimally acceptable fencing materials.
  - 2. The ENGINEER in charge may limit, extend, include or exclude areas to be fenced as conditions warrant.
- E. Where sidewalk has been removed by the CONTRACTOR, he will be responsible for establishing a temporary stabilized walk for pedestrian traffic within 24 hours after removal of the sidewalk. This sidewalk may be located in the location of the original sidewalk or adjacent to the original sidewalk, providing there is an adequate right-of-way and the new location is safe for pedestrian traffic. The minimum width of the walkway is 4 feet. No additional Payment will be made for installing and/or maintaining this walkway by the CONTRACTOR.
- F. All existing highway signs and supports within the Contract limits are to remain and are to be maintained for the duration of the Contract by the CONTRACTOR.
- G. On postal routes, mailboxes serviced from motor vehicles shall be maintained by the CONTRACTOR in a usable location during construction. The CONTRACTOR

should not move any mailbox which contains mail. He will advise the property owner to remove such mail before he moves the box. Before acceptance of the work, any mailbox which has been disturbed or removed shall be replaced in size, kind and type by the CONTRACTOR in a location acceptable to the property owner and the ENGINEER.

- H. CONTRACTOR must provide access to all school buses and emergency vehicles including ambulances, police cars, fire engines, etc., traveling through or stopping at any part of the construction site. At his expense, CONTRACTOR will yield to these vehicles and cease construction activities, as necessary.

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 emulsified asphalt compounded 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.
- I. Coordinate work in this section with requirements of Division 2 Technical Specifications.

#### 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, 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.

#### 1.06 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 and calcium chloride 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 01575

### RESPIRABLE CRYSTALLINE SILICA

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. Work Specified.  
The work specified shall include all labor, materials, tools, equipment, services, and incidentals necessary to work around respirable crystalline silica (RCS).
- B. Related Work Specified Elsewhere.
  - 1. Section 15051 – Buried Piping Installation
  - 2. Section 15104 – Working with Asbestos Cement Pipe (ACP)

##### 1.02 QUALITY ASSURANCE

- A. Reference Standards.
  - 1. Code of Federal Regulations U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), 29 CFR 1926.1153, Respirable Crystalline Silica.
  - 2. New York State Department of Labor, Public Employee Safety and Health Bureau, PESH Act.
  - 3. AWWA Manual M28, Rehabilitation of Water Mains.
  - 4. AWWA Manual M9, Concrete Pressure Pipe.
  - 5. NSF/ANSI Standard 61.
  - 6. Underwriter's Laboratories (UL).
  - 7. International Organization for Standardization (ISO).
  - 8. Factory Mutual Research Corporation.
  - 9. Clean Air Act (CAA).
  - 10. Safe Drinking Water Act (SDWA).
  - 11. ANSI Z88.2-80, Practices for Respiratory Protection.
  - 12. 29 CFR 1910.1200, "Hazard Communication" (OSHA).
  - 13. 29 CFR 1910.134, "Respiratory Protection" (OSHA).
  - 14. 29 CFR 1926, "Construction Industry" (OSHA).
  - 15. Occupational Safety and Health Administration.
  - 16. United States Department of Transportation (USDOT).
  - 17. New York State Department of Environmental Conservation (NYSDEC).
  - 18. New York State Department of Health (NYSDOH).
  - 19. New York State Department of Labor (NYSDOL).
  - 20. New York State Department of Transportation (NYSDOT).

### 1.03 SUBMITTALS

- A. CONTRACTOR shall submit the following prior to the start of work:
  - 1. A letter from the CONTRACTOR, on company letterhead, stating that they are knowledgeable of all current local, state, and federal requirements regarding respirable crystalline silica, that all work will meet those requirements, and that all workers shall be protected against exposure as defined by OSHA. Letter shall have an original signature, signed by an officer of the company.
  - 2. Written exposure control plan, as defined in 29 CFR 1926.1153(g) which includes at minimum the following items:
    - a. A description of the tasks in the workplace that involve exposure to respirable crystalline silica.
    - b. A description of the engineering controls, work practices, and respiratory protection used to limit employee exposure to respirable crystalline silica for each task.
    - c. A description of the housekeeping measures used to limit employee exposure to respirable crystalline silica.
    - d. A description of the procedures used to restrict access to work areas, when necessary, to minimize the number of employees exposed to respirable crystalline silica and their level of exposure, including exposures generated by other employees or sole proprietors.

### 1.04 COMPETENT PERSON

- A. Prior to the start of work on any given day, CONTRACTOR shall designate one individual on site as the Competent Person.
- B. *Competent Person* means, in addition to the definition in 29 CFR 1926.1153(b), one who is capable of identifying existing and foreseeable respirable crystalline silica hazards in the workplace who has the authorization to take prompt corrective measures to eliminate or minimize them.
- C. The Competent Person shall have the knowledge and ability necessary to fulfill the responsibilities set forth under 29 CFR 1926.1153(g).
- D. The Competent Person shall be responsible for worker and job site safety as required by all relevant respirable crystalline silica regulations and OSHA requirements.
- E. The name(s) and contact phone number of the competent person shall be given to the ENGINEER and OWNER before the work is to begin.

### 1.05 PERMITS AND COMPLIANCE

- A. The CONTRACTOR shall assume full responsibility and liability for compliance with all applicable federal, state, and local laws, rules, and regulations pertaining

to work practices, protection of workers, authorized visitors to the site, and persons and property adjacent to the work areas.

#### 1.06 PERSONAL PROTECTIVE EQUIPMENT

- A. All use of Personal Protective Equipment (PPE) shall be in compliance with applicable OSHA regulations and procedures.

#### 1.07 SIGNS AND LABELS

- A. Provide warning signs and barrier tapes at all approaches to the Work area. Locate signs at such distance that personnel may read the sign and take the necessary protective steps required before entering the area.

#### 1.08 OTHER PRODUCTS OR MATERIALS

- A. Other products or materials that are required for use during work activities shall comply with local, state, and federal codes and regulations, if applicable. The CONTRACTOR is expected to furnish and utilize industry standard equipment and materials. The CONTRACTOR shall not furnish equipment or materials that have been altered in such a manner that violates local, state, and/or federal codes and regulations, or presents unnecessary health and safety risk.

### PART 2 – MATERIALS – NOT USED

### PART 3 - EXECUTION

#### 3.01 WORK PROCEDURES

- A. The Competent Person shall be on site at all times Work is progressing.
- B. All Work shall be performed in such a manner as to minimize the risk of exposure to personnel and to minimize the risk of release of respirable crystalline silica or respirable crystalline silica-containing debris to the environment.
- C. All Work shall be performed in strict accordance with the Project Documents and all governing codes, rules, and regulations. The information contained within this specification section will be considered part of the Project Documents. Where conflicts occur between the Project Documents and applicable codes, rules, and regulations, the more stringent procedure(s) shall apply.
- D. The CONTRACTOR shall take notice, and make employees aware, of occupational safety hazards associated with the work being performed on-site.

### 3.02 PROHIBITED WORK PRACTICES AND ENGINEERING CONTROLS

- A. CONTRACTOR shall not use procedures that subject silica sources to forces that will crumble, pulverize, or reduce to powder the silica sources.
- B. The following work practices and engineering controls shall **not** be used on silica sources during construction:
  - 1. High-speed abrasive disc saws and sanders not equipped with point of cut ventilator or enclosures with HEPA filtered exhaust air.
  - 2. Carbide-tipped cutting blades.
  - 3. Electrical drills, chisels, and rasps used to make field connections in concrete pipe.
  - 4. Shell cutters used to cut entry holes in concrete pipe.
  - 5. A hammer and chisel without using wet techniques to remove pipe connections.
  - 6. Compressed air used to remove dust or other debris containing respirable crystalline silica.
  - 7. Dry sweeping, dry shoveling, or other dry clean-up of dust.
  - 8. Employee rotation as a means of reducing employee exposure to respirable crystalline silica.
  - 9. Fans or other air handling techniques used to deliberately move the respirable crystalline silica to other locations or away from the work site.

### 3.03 PAYMENT

- A. All costs for work involving respirable crystalline silica are included in the various bid items of the Contract.

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 01731

### CONNECTIONS TO EXISTING FACILITIES

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. Perform all construction necessary to complete connections and tie-ins to existing facilities.
- B. Keep existing facilities in operation unless otherwise specifically permitted in these Specifications or approved by OWNER.
- C. CONTRACTOR shall perform all construction activities so as to avoid interference with operations of the facility and the work of others, and the safety and quality of the finished water.
- D. Related work specified elsewhere:
  - 1. Section 01311, Coordination with OWNER'S Operations.
  - 2. Divisions 2-15, Technical Specifications.

##### 1.02 GENERAL INFORMATION

- A. Construction of interconnections is subject to CONTRACTOR'S submittal of materials, detailed procedures, schedules, etc. required by the contract. The following is for information only and the CONTRACTOR is responsible for all interconnections and abandonments.
- B. The CONTRACTOR shall not operate existing valves. Once a new watermain is placed into service, CONTRACTOR shall not operate these valves.
- C. The OWNER only shall operate existing valves. The CONTRACTOR is advised that watertight conditions may not exist when existing valves are closed. The CONTRACTOR shall consider this in his bid.
- D. The CONTRACTOR shall perform test pits at existing pipes, valves, etc. as shown on the drawings or directed. The pipe laying schedule should reflect the field information obtained by the test pits. The stationing of tees, wyes and valves should be coordinated with the test pit information in order to facilitate construction of the new pipelines and construction of the interconnections.
- E. The CONTRACTOR shall submit to the ENGINEER his proposed interconnection details, procedures and schedules.

- F. The CONTRACTOR shall be responsible for notifying all affected customers of any proposed shut-downs at least 48 hours in advance.
- G. CONTRACTOR shall notify district fire stations 24 hours in advance prior to taking any fire hydrants out of service. These hydrants will be bagged in burlap until placed back into service.
- H. Each shut-down of the existing water system shall be less than 4 consecutive hours.
- I. The CONTRACTOR shall have all equipment, manpower, tools, pipes, valves, fittings, etc. required for the construction on site and ready for use and/or installation prior to beginning any shut-down or removing any existing facilities.
- J. The CONTRACTOR shall schedule and coordinate his work with others in accordance with the specifications and shall coordinate all proposed shut-downs with the ENGINEER and OWNER. The work shall be scheduled through the ENGINEER so that the OWNER has a minimum of three (3) working days advance notice.
- K. No interconnections will be allowed until the proposed pipelines and end of line valves (if applicable) have been installed, tested and disinfected and the ENGINEER authorizes the interconnections.
- L. Caps (or plugs) on iron pipe shall be mechanically restrained watertight caps (or plugs) compatible with the pipe being capped and suitable to resist thrusts due to operating pressures.
- M. Temporary caps shall be watertight and shall remain in place until the actual interconnections are made.
- N. In unpaved areas, all interconnection joints shall remain exposed and tested under operating pressure for a 24-hour period.
- O. If no leaks occur, the exposed interconnection piping can, upon ENGINEER'S authorization, be backfilled.
- P. The CONTRACTOR shall dewater trenches, existing mains, etc. as required to perform the interconnections.
- Q. The CONTRACTOR shall submit his detailed procedures for his interconnection sequence to the ENGINEER.
- R. If the CONTRACTOR wishes to propose construction of several interconnections at one time, he shall submit a written, detailed proposal to the ENGINEER.
- S. No work shall begin on the interconnections until the ENGINEER authorizes the work.

- T. Firms performing taps on existing waterlines shall be acceptable to the OWNER.
- U. All joints at interconnections shall be mechanically restrained.
- V. New hydrants shall remain bagged in burlap (except for flushing and/or testing) until placed into service.
- W. The interconnections and abandonment items include all costs to comply with permits, regulatory agencies, etc., not included under other bid items.
- X. Removals shall be made with caution to prevent damage to hydrants, valves, etc., being removed.
- Y. At all valves being abandoned: locate the valve, close the valve, remove the valve box, backfill and restore as required.
- Z. CONTRACTOR will provide a temporary bypass for water service for all businesses, schools, and other establishments as defined by ENGINEER. No disruption in water service for these establishments will be permitted at any time during construction.

#### 1.03 SCHEMATIC DRAWINGS

- A. The schematic drawings included on the plans are not to scale and only indicate the general arrangement of the interconnections and abandonments.
- B. In general, heavy lines indicate proposed improvements, pipe, fittings, etc. and light lines indicate existing facilities.
- C. The schematic drawings do not show other features (such as other underground utilities, etc.) which could affect the work.
- D. The CONTRACTOR shall, at his expense, verify all field conditions.
- E. Dresser couplings will be required to connect the proposed pipe to existing pipes, where applicable.

#### PART 2 - PRODUCTS (NOT USED)

#### PART 3 - EXECUTION (NOT USED)

END OF SECTION

## SECTION 02316

### SELECT GRANULAR MATERIALS

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. Work Specified  
Select granular materials shall be used in bedding, pipe encasement, or backfill and as specified or as directed by the ENGINEER.
- B. Related Work Specified Elsewhere
  - 1. Section 02351 - Excavation, Backfill and Trenching
  - 2. Section 15051 - Buried Piping Installation

##### 1.02 QUALITY ASSURANCE

- A. Reference Standards
  - 1. NYSDOT Standards, latest revision

##### 1.03 SUBMITTALS

- A. The CONTRACTOR shall furnish representative samples, sieve analysis and certification of specification compliance for the select granular materials to the ENGINEER and advise on the location of the source.
- B. The CONTRACTOR shall submit copies of proposed materials, methods and operations of backfilling and compaction to the ENGINEER for review prior to the start of work. A list of equipment to be used in CONTRACTOR'S Methods and Operations must be included.

#### PART 2 - PRODUCTS

##### 2.01 MATERIALS

- A. Bedding and Pipe Encasement
  - 1. NYSDOT No. 1 Crushed Stone or Crushed Gravel – bedding for PVC, DIP, and PCCP watermain.  
Thoroughly washed, clean, sound, tough, hard, crushed limestone conforming to the requirements of NYSDOT Item No. 703.0201 or crushed gravel conforming to the requirements of NYSDOT Item No. 703.0202, having the following gradation by weight:

<u>% Passing</u>	<u>Sieve</u>
100	1-inch
90 - 100	1/2-inch
0 - 15	1/4-inch

2. NYSDOT No. 2A Crushed Stone or Crushed Gravel – bedding for DIP and PCCP watermain.  
Shall be a No. 1 and No. 2 blend, thoroughly washed, clean, sound, tough, hard, crushed limestone conforming to the requirements of NYSDOT Item No. 703.0201 or crushed gravel conforming to the requirements of NYSDOT Item No. 703.0202, having the following gradation by weight:

<u>% Passing</u>	<u>Sieve</u>
100	1-1/2-inch
93-100	1-inch
27-58	1/2-inch
0-8	1/4-inch

3. NYSDOT Concrete Sand – bedding for copper and polyethylene tubing.  
Washed, fine aggregate sand shall conform to the requirements of NYSDOT Item No. 703.07, having the following gradation by weight:

<u>% Passing</u>	<u>Sieve</u>
100	3/8-inch
90 - 100	No. 4
75 - 100	No. 8
50 - 85	No. 16
25 - 60	No. 30
10 - 30	No. 50
1 - 10	No. 100
0 - 3	No. 200

B. Select Backfill

1. NYSDOT Subbase Type 2 Crusher Run Stone or Crusher Run Gravel.  
Material shall conform to the requirements of NYSDOT Item No. 304.12, having the following gradation by weight:

<u>% Passing</u>	<u>Sieve</u>
100	2-inch
25 - 60	1/4-inch
5 - 40	No. 40
0 - 10	No. 200

- C. Peagravel
1. NYSDOT Type 1A Screened Gravel for the annular space between the carrier pipe and the casing pipe.  
Screened gravel shall conform to the requirements of NYSDOT Item No. 703.0203 and have the following gradation by weight:

<u>% Passing</u>	<u>Sieve</u>
100	1/2-inch
90 - 100	1/4-inch
0 - 15	1/8-inch

- D. Follow NYSDOT Standard Specifications if gradation data varies from those listed above.
- E. Recycled concrete or asphalt pavement shall not be allowed.
- F. Slag of any type shall not be allowed.
- G. Flowable fill shall not be allowed.

## PART 3 - EXECUTION

### 3.01 INSTALLATION

- A. General
1. Select granular material as specified or directed for watermain bedding or encasement shall be placed in accordance with Section 02351 - Excavation, Backfill and Trenching and Section 15051 - Buried Piping Installation.
  2. Select backfill where specified or directed shall be placed in accordance with the backfilling provisions of Section 02351 - Excavation, Backfill & Trenching.

### 3.02 DISPOSAL OF DISPLACED MATERIALS

- A. Materials displaced through the use of the above materials shall be wasted or disposed of by the CONTRACTOR and the cost of such disposal shall be included in the appropriate bid item.

END OF SECTION

## SECTION 02317

### ROCK EXCAVATION

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. Work Specified
  - 1. The CONTRACTOR shall furnish all labor, materials, equipment, and incidentals necessary for rock excavation for construction of structures and pipelines as shown and specified. Disposal of excess and unsuitable excavated rock material is included in this item.
  - 2. This item includes backfill of rock excavations with acceptable materials as defined in other Related Work.
- B. Related Work Specified Elsewhere
  - 1. Section 02316 - Select Backfill
  - 2. Section 02351 - Excavation, Backfill and Trenching
  - 3. Section 15051 - Buried Piping Installation

##### 1.02 SUBMITTALS

- A. Before any rock removal begins, the CONTRACTOR shall obtain all permits and licenses required by governing authorities having jurisdiction and supply certified copies to the ENGINEER.
- B. Submit procedures and list equipment to be used.

#### PART 2 - PRODUCTS

##### 2.03 DEFINITIONS

- A. Rock shall be defined as solid ledge rock or boulders which requires drilling and blasting or jack-hammering for its removal.
- B. The following materials will not be measured nor allowed for payment as rock excavation:
  - 1. Soft, weathered or disintegrated rock which can be removed by normal excavation equipment.
  - 2. Loose or previously blasted rock.
  - 3. Broken stone in rock fills.
  - 4. Any rock which may fall into the excavation trench from outside the limits of excavation specified.

5. Boulders less than one (1) cubic yard in volume which can be removed without drilling and blasting.
- C. The water service tubing shall be installed in a rock condition by drilling the rock horizontally and advancing the tubing accordingly.

## PART 3 - EXECUTION

### 3 .01 GENERAL

- A. Limits of Rock Excavation
  1. Structures:
    - a. The lowest elevation of the structure, manhole, pump station, etc. at each location or as directed by the ENGINEER.
    - b. The original surface of the rock.
    - c. Vertical planes located 12 inches outside the footing or as shown on the Contract Drawings.
  2. Pipe Trenches: The width of trenches shall be established as the outside diameter of the pipe plus 2 feet, exclusive of bells, branches, hubs, spurs or cradles. The sides of the trench shall be considered as vertical.
    - a. The depth of the trench shall be established as the elevation of the pipe invert plus bedding.
    - b. The length shall be equal to the laid length of pipe, measured horizontally.
    - c. Additional width in pipe trenches at field joints or beyond the lines described above will be considered outside the limits described.
    - d. As ordered by ENGINEER.
- B. When there is a separate pay section for rock, the rock shall be uncovered prior to removal in sections acceptable to the ENGINEER so that it may be measured.
- C. When there is not a separate pay section for rock, the rock shall be uncovered prior to removal in sections acceptable to the ENGINEER for observation and for record.

### 3 .02 METHODS OF REMOVAL

- A. Hand removal
  1. The CONTRACTOR shall remove rock by hand methods such as drilling, jack-hammering and mechanical excavation.
  2. Under no circumstances will blasting be allowed. Explosive materials used primarily for blasting operations are not allowed on site.



### 3 .03 DISPOSAL

#### A. Backfill

1. Pieces of rock larger than 4 inches shall not be used in backfilling pipe trenches.
2. Rock backfill shall not be placed within two feet of the outside diameter of pipes.
3. The quantity of rock used in any backfill location shall not be so great as to result in voids, as determined by the ENGINEER.
4. Rock backfill shall not be placed within 18 inches of the surface of finish grade.
5. Excess or unacceptable rock may be disposed of on the site only where shown or specified by the ENGINEER. Rock which cannot be disposed of on the site shall be removed and disposed of off the site at the CONTRACTOR'S expense and in compliance with all applicable federal, state and local regulations.

- B. The rock excavated which cannot be incorporated into the backfill material, as specified, shall be disposed of as spoil and shall be replaced with the quantity of acceptable material for backfilling.

END OF SECTION

## SECTION 02351

### EXCAVATION, BACKFILL, AND TRENCHING

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. Work Specified
  - 1. The CONTRACTOR shall furnish all labor, materials, equipment, and incidentals necessary for excavation, trenching, backfill, and compaction as shown and specified. Disposal of excess and unsuitable excavated material is included.
  - 2. Backfill of excavations with acceptable materials as specified in other Sections.
- B. Related Work Specified Elsewhere
  - 1. Section 02316 - Select Granular Materials
  - 2. Section 02317 - Rock Excavation
  - 3. Section 02900 - Restoration
  - 4. Section 15051 - Buried Piping Installation

##### 1.02 QUALITY ASSURANCE

- A. Reference Standards
  - 1. ASTM A36, Structural Steel
  - 2. ASTM A328, Steel Sheet Piling
  - 3. ASTM D422, Particle-Size Analysis of Soils
  - 4. ASTM D698, Moisture-Density Relations of Soils, using 5.5 lb. Rammer and 12-inch Drop
  - 5. ASTM D1556, Density of Soil in Place by the Sand-Cone Method
  - 6. ASTM D1557, Moisture-Density Relations of Soils, using 10 lb. Rammer and 18-inch Drop
  - 7. ASTM D2321, Recommended Practices for Underground Installation of Pipe for Sewers and Other Gravity Flow Applications
  - 8. ASTM D2922, Density of Soil and Soil-Aggregate in Place by Nuclear Method (Shallow Depth)
  - 9. AISC Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings
  - 10. Occupational Safety and Health Administration (OSHA) Regulations
  - 11. Industrial Code Rule 23

### 1.03 SUBMITTALS

- A. Before any excavation begins, the CONTRACTOR shall obtain all permits and licenses required by governing authorities having jurisdiction and submit certified copies to ENGINEER prior to work being performed.
- B. The CONTRACTOR shall submit drawings submitted with a PE stamp, for information only, for the following items as required:
  - 1. Sheeting, shoring and bracing
  - 2. Dewatering systems
  - 3. Cofferdams
  - 4. Additional protection systems required
  - 5. Underpinning
  - 6. Underdraining
  - 7. Sediment and Erosion control
  - 8. Boring and Receiving Pits.
- C. The CONTRACTOR shall submit proposed materials, methods and operations of backfilling and compaction to the ENGINEER for review prior to the start of work. A list of equipment to be used in CONTRACTOR'S methods and operations must be included.
- D. All drawings shall be prepared and sealed by an independent professional engineer recognized as an expert in the specialty involved and licensed to practice in the State of New York. The drawings shall be submitted to the ENGINEER to establish compliance with the terms of the Contract Documents. Calculations shall not be submitted. Drawing submissions will not be checked and will not imply approval by the ENGINEER of the work involved. CONTRACTOR shall be wholly responsible for designing, installing, and operating whatever system is necessary to accomplish satisfactory sheeting, bracing, protection, underpinning, and dewatering.

## PART 2 - PRODUCTS

### 2.01 MATERIALS

- A. Bedding and Select Backfill
  - 1. Bedding and select backfill material shall be in accordance with Section 02316 - Select Granular Materials.
- B. Backfill and Fill Materials
  - 1. Excavated materials may be used for backfill provided:
    - a. Material is sandy, loamy or similar to bank run gravel.
    - b. Material is free of debris, hazardous materials, frozen materials, organic or other deleterious materials. Material greater than 4-inches in any direction is unacceptable. Material greater than 2-inches in

- any direction is unacceptable for backfill directly against the watermain.
    - c. Maximum dry density and optimum moisture content are determined in accordance with the above.
    - d. Material is reviewed and deemed acceptable by the ENGINEER.
  - 2. Use select granular backfill within 5 feet or within a 1 on 1 slope from the trench to the edge of pavement of all roadways.
- C. Topsoil
  - 1. Topsoil shall be furnished and installed and coordinated with Section 02900, Restoration.
- D. Explosives
  - 1. Explosives are not allowed to be used nor allowed on site.
- E. Sheeting, Shoring & Bracing
  - 1. Used material shall be in good condition, not damaged or excessively pitted. Unless otherwise specified, all sheeting to remain in place shall be new. New or used sheeting may be used for temporary work.
  - 2. All timber used for breast boards (lagging) shall be new or used, meeting the requirements for Douglas Fir Dense Construction grade or Southern Pine No. 2 Dense S3. Where close or tight sheeting is required, wood sheeting shall be tongued and grooved.
  - 3. All steel work for sheeting, shoring, bracing, cofferdams, etc. shall be designed in accordance with the provisions of the "Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings", of the AISC except that field welding will be permitted.
  - 4. Steel sheet piling shall be manufactured from steel conforming to ASTM A328. Steel soldier piles, wales and braces shall be new or used and shall conform to ASTM A36.
  - 5. Steel sheeting shall have a minimum thickness of  $\frac{3}{8}$ -inch in web, unless otherwise specified.

## PART 3 - EXECUTION

### 3.01 INSPECTION

- A. The CONTRACTOR shall provide the ENGINEER with sufficient time and means to examine the areas and conditions under which excavating, filling and grading are to be performed. The CONTRACTOR shall notify the ENGINEER of conditions detrimental to the proper and timely completion of work. The CONTRACTOR shall not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to the ENGINEER.

### 3.02 TEST PITS

- A. Where shown or ordered by the ENGINEER, the CONTRACTOR shall excavate and backfill test pits in advance of construction to determine conditions or location of existing facilities. The CONTRACTOR shall perform all work required in connection with excavating, stockpiling, maintaining, sheeting, shoring, backfilling and restoring the surface for the test pits.
- B. Test pits which the CONTRACTOR excavates that are not shown on the Drawings or specified or ordered shall be at the CONTRACTOR'S expense.
- C. No test pits will be dug prior to utility company stakeout.
- D. Cold patch for temporary repair shall be placed as directed by the ENGINEER.

### 3.03 EROSION CONTROL

- A. All necessary precautions shall be taken to preclude the contamination of any wetland or waterway by suspended solids, sediment, fuels, solvents, lubricants, epoxy coatings, paints, concrete leachate or any other environmentally deleterious substance associated with the project.
- B. All necessary precautions shall be taken to prevent the entry of raw concrete or concrete liquors into the waters and/or wetlands of the State of New York. Equipment washwater from this project shall not be allowed to enter any waterway or wetland.
- C. All sediments are to be retained on the project site through the use of hay bales, silt fences or other barriers, as specified or approved by the local authority having jurisdiction, to prevent erosion.
- D. All areas of soil disturbance resulting from this project shall be seeded with an appropriate perennial grass seed and mulched with hay or straw within one week of final grading. Mulch shall be maintained until a suitable vegetative cover has been established.
- E. Pumped groundwater collected from excavations shall not be allowed to be discharged directly to any wetland, waterway, or other water body.
- F. Contamination of any wetland, waterway, or other water body shall be cleaned and/or restored to the satisfaction of the ENGINEER and governing authorities at the expense of the CONTRACTOR.

### 3.04 EXCAVATION

- A. The CONTRACTOR shall perform all excavation required to complete the work as shown and specified. Excavations shall include earth, sand, clay, gravel, hardpan,

boulders and ledge rock, decomposed rock, pavements, rubbish and all other materials within the excavation limits, except rock. Where the excavation is in rock meeting the definition in Section 02317 - Rock Excavation (requiring drilling, jack-hammering and hand removal), the rock shall be removed as specified in Section 02317.

- B. Excavations for pipelines, utilities and structures shall be open excavations, shored and braced where necessary, according to OSHA standards, to prevent possible injury to workmen and to new and existing structures or pipelines.
- C. Where the pipeline, utility or structure is to be placed below the ground water table, well-points, cofferdams or other acceptable methods shall be used to permit construction under dry conditions. Dry conditions shall prevail until concrete has reached sufficient strength to withstand earth and hydrostatic loads and until the pipelines are properly jointed, tested and backfilled.
- D. Pumping in excavations shall be done in such a manner so as to prevent damage to the existing subgrade, and to prevent the carrying away of unsolidified concrete materials.
- E. Excavations for pipelines shall be made sufficiently wide to permit proper laying and jointing of the pipe. The trench width at the top of the pipe should not be greater than the outside diameter of the pipe barrel plus 2 feet, but shall be sufficient to allow thorough compacting of earth refill adjacent to the bottom half of the pipe. The depth of trench shall be sufficient to allow a minimum cover over the top of the pipe as shown on the drawings. The use of excavating equipment which requires the trench to be excavated to an excessive width will not be allowed. All trenches for buried piping shall be excavated at least 6 inches below the bottom of the pipe and backfilled with pipe bedding material as specified in Section 02316 – Select Granular Materials.
- F. Acceptable excavated materials shall be stockpiled in specified areas until required for backfill or fill. Place, grade and shape stockpiles for proper drainage.
  - 1. Locate and retain soil materials away from edge of excavations.
  - 2. Unsuitable backfill material shall be kept separate from all other material and shall be disposed of as specified hereinafter. Disposal of unsuitable and excess excavated material shall be accomplished immediately upon removal from the excavation.
  - 3. Stockpiles shall not be located such that they interfere with traffic or access to public or private property. If necessary, the CONTRACTOR shall maintain additional stockpile areas located elsewhere on the site, and shall transport the suitable backfill material to and from such stockpile areas as required for the work.
  - 4. In built-up districts and in streets where traffic conditions render it necessary, the material excavated from the initial opening shall be removed by the CONTRACTOR as soon as excavated, and the material subsequently

excavated, if suitable for the purpose, shall be used to backfill the trenches in which pipe has been laid or structures have been built, and neither the excavated material nor materials of construction shall be stored on the streets or sidewalks.

- G. If the material at the design grade is unsuitable as determined by the ENGINEER, the CONTRACTOR, when ordered in writing, shall excavate additional material to the depth necessary and shall backfill to the proposed grade with select granular material.
- H. Unless otherwise directed or permitted, not more than 100 feet of trench in advance of the end of the completed pipe or structure therein shall be opened at any time. Every trench in rock shall be fully opened at least 30 feet in advance of any place where masonry or pipe is being laid. Any time when the CONTRACTOR'S crews are not on the job working, a trench length equal to or less than one-half of the last length of pipe installed may be left open, but properly covered or barricaded to protect the public.
- I. At such locations where two pipes may be installed in parallel in a common trench, and where specified, the CONTRACTOR shall install the pipes a minimum of 2 feet apart as measured horizontally from the outside diameter of pipe.

### 3.05 UNAUTHORIZED EXCAVATION

- A. All excavation outside the lines and grades shown and not specified, together with the removal and disposal of the associated material shall be at the CONTRACTOR'S expense. The unauthorized excavation shall be filled as directed by the ENGINEER with select compacted backfill at the CONTRACTOR'S expense. Claims and damages resulting from the CONTRACTOR'S unauthorized excavation will be his sole responsibility.

### 3.06 DRAINAGE AND DEWATERING

- A. General
  1. Prevent surface and subsurface water from flowing into excavations and from flooding adjacent areas.
  2. Remove water from excavation as fast as it collects.
  3. Maintain the ground water level at least 2 feet below the bottom of the excavation to provide a stable surface for construction operations and to prevent damage to the work during all stages of construction.
  4. Provide and maintain pumps, sumps, suction and discharge lines and other dewatering system components necessary to convey water away from excavations.
  5. Provide sediment traps when water is conveyed into water courses.
  6. Notify the ENGINEER before shutting down dewatering systems for any reason.

7. Standing water shall not be permitted in the excavation at any time. If the material at the design grade becomes unsuitable or contaminated due to the actions of the CONTRACTOR, the CONTRACTOR shall excavate additional material to the depth necessary and shall backfill to the proposed grade with select fill or crushed stone.
8. 100% stand-by pumps (gasoline powered) shall be maintained at the site at all times.
9. Any hardships created by the temporary dewatering for this Contract which adversely affects the water supply to local property owners, shall be satisfactorily resolved by the CONTRACTOR, including the provision of temporary water service, if required, at no additional cost to the OWNER.
10. Obtain required permits from agencies of jurisdiction, NYSDEC, and USACOE, for any water being discharged into rivers, streams, or water courses.

B. Disposal of Water Removed by Dewatering Systems

1. Dispose of all water removed from the excavation in such a manner as not to endanger public health, property, or any portion of the work under construction or completed.
2. Dispose of water in such a manner as to cause no inconvenience to the owner or others on or adjacent to the site.
3. Convey water from the excavation in a closed conduit. Do not use trench excavations as temporary drainage ditches.
4. Disposal of water shall be by specified methods and shall not cause erosion or sedimentation to occur in existing drainage systems. All sedimentation or blocking of existing systems shall be thoroughly cleaned and returned to original condition by the CONTRACTOR at his expense.
5. Damage caused by the CONTRACTOR'S operations to public or private property shall be repaired by him to the satisfaction of the ENGINEER and the damaged property owner at the CONTRACTOR'S expense.
6. The CONTRACTOR shall perform all work, furnish all materials and install all measures required to reasonably control soil erosion resulting from construction operations and prevent excessive flow of sediment from the construction site. Such work may include the installation of water diversion structures, diversion ditches and sediment basins and seeding, mulching or sodding critical areas to provide temporary protection. The CONTRACTOR shall submit a plan showing the methods to be used for controlling erosion and sedimentation during construction along with the schedule of construction operations to the ENGINEER for review.
7. All erosion and sediment control practices shall be in place prior to any grading operations and installation of proposed structures or utilities.
8. All erosion and sediment control practices shall be left in place until construction is completed and/or area is stabilized.
9. Where necessary, disturbed areas shall be temporarily seeded and/or mulched until proper weather conditions exist for establishment of a permanent vegetative cover.



### 3.07 SHEETING, SHORING, AND BRACING

#### A. General

1. Unless otherwise shown or specified, excavations shall be open, shored and braced or sheeted where necessary to prevent injury to workmen, structures, pipelines and utilities.
2. Structures within 100 feet of sheeting installations shall be subject to a pre-construction survey to identify and record existing structural conditions. In the instance of private residencies, the homeowners shall be contacted directly. These inspections shall be carried out by a pre-inspection firm experienced in this line of work.
3. During the actual construction process, the CONTRACTOR shall provide the monitoring and recording of the actual vibrations generated. A baseline of ambient vibration levels shall be established prior to driving sheet piling.
  - a. The particle acceleration during the driving of the sheet piling shall not exceed 2.0 FPS.
  - b. The CONTRACTOR will be required to change the construction methods if the work is resulting in unacceptable vibration levels.
4. All municipal, county, state, and federal ordinances, codes, regulations, and laws shall be observed. The CONTRACTOR shall provide all sheeting, shoring, and bracing which conforms to New York State Department of Labor – Industrial Code Note 23 and all applicable sections of the 1970 Occupational Safety and Health Act (OSHA), and any other requirements as necessary.
5. All municipal, county, state and federal ordinances, codes, regulations, laws and OSHA regulations shall be observed.
6. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Carry down the shoring and bracing as excavation progresses.
7. Safe and satisfactory sheeting, shoring and bracing shall be the entire responsibility of the CONTRACTOR.
8. The CONTRACTOR shall be held accountable and responsible for the sufficiency of all shoring and bracing used and for all damage to persons or property resulting from the improper quality, strength, placing, maintaining or removing of the same.
9. The ENGINEER'S permission to proceed with work in either a sheeted, shored braced or open trench condition shall in no way relieve the CONTRACTOR from the above responsibilities.
10. The clearances and types of temporary structures, insofar as they affect the character of the finished work, and the design of steel sheeting to be left in place, will be subject to the review of the ENGINEER, but the CONTRACTOR shall be solely responsible for the adequacy of all sheeting, shoring, bracing, cofferdamming, etc.
11. Unless otherwise shown, specified, or ordered, all materials used for temporary construction shall be removed when work is completed. Such removal shall be made in a manner not injurious to the pipelines or structures.

12. All steel sheet piling designed to remain in place shall be new materials. New or used materials may be used for temporary work.
13. Steel sheet piling shall be manufactured from steel conforming to ASTM A328. Steel for soldier piles, wales, and braces shall be manufactured to conform to ASTM A36.

**B. Sheeting Left in Place**

1. Steel sheet piling shall be left in place or where conditions are such that the removal of sheeting will endanger the work or adjacent pipes or structures or when ordered in writing to be left in place by the ENGINEER. It shall consist of rolled sections of the continuous interlocking type unless otherwise specified. The type and design of the sheeting and bracing shall conform to the above specifications for all steel work for sheeting and bracing.
2. Steel sheet piling to be left in place shall be driven straight to the lines and grades as shown or directed. The piles shall penetrate into firm materials with secure interlocking throughout the entire length of the pile. Damaged piling having faulty alignment shall be pulled and replaced by new piling.
3. The type of guide structure used and method of driving for steel sheet piling to be left in place shall be submitted to the ENGINEER for review. Jetting will not be permitted.
4. The CONTRACTOR shall cut off piling left in place at least 2 feet below road surface or to the grades shown or ordered by the ENGINEER and shall dispose of the cutoffs.
5. Portions of sheeting or soldier piles and breast boards which are in contact with concrete shall be left in place.

**C. Removal of Sheeting and Bracing**

1. Sheeting and bracing shall be removed from excavation unless otherwise indicated by the ENGINEER. Removal shall be done so as to not cause injury to the work.
  - a. Wood or steel sheeting shall not be removed when adjacent to structures, pavement, pipes, or any other public or private property where removal may cause damage to such property.
  - b. Fill all voids left by removal of sheeting with select fill.
2. Removal of sheet piling shall be done so as not to cause injury to the Work. Removal shall be equal on both sides of excavation to ensure no unequal loads on pipe or structures.

**D. Pipeline Alignment in New York State Department of Transportation and Erie County Highway Department Right-Of-Way:**

1. The New York State Department of Transportation and Erie County Highway Department require all trenches or excavations which fall within a 1 on 1 slope as measured from the edge of pavement to be tight-sheeted with pre-driven steel sheet piling prior to excavation.

- a. The design of the predriven steel sheet piling and bracing system is the responsibility of the CONTRACTOR. The ENGINEER may reject any materials which he regards as unsound.
  - b. A copy of all predriven steel sheet piling and bracing system designs shall be submitted to the ENGINEER for his information before installation of same. Each drawing and computation page shall display the seal and signature of a licensed New York State professional engineer. This information must also be submitted to the Agency having jurisdiction for review and must meet with that Agency's approval.
  - c. The CONTRACTOR'S submittal to the ENGINEER shall include written verification from the Agency of jurisdiction that the information being submitted to the ENGINEER has been approved by that Agency.
- 2. If devices other than pre-driven steel sheet piling are approved by the Agency of jurisdiction in areas designated as requiring temporary sheeting, the CONTRACTOR may (with the ENGINEER'S review) be allowed to use them. However, the costs of furnishing and using these devices will be considered as included in the unit prices bid for the various pipe sections.
- E. In areas where the Drawings call for sheeting to remain in place, alternate sheeting methods will not be allowed. Only pre-driven, steel sheet piling systems designed for the CONTRACTOR by a professional engineer will be allowed in these areas.

### 3.08 BACKFILL AND COMPACTION

- A. All backfill required for trenches and structures required to provide the finished grades shown and as described herein shall be furnished, placed and compacted in 6 inch lifts by the CONTRACTOR. Unless otherwise specified or required, fill shall be obtained from the excavated materials. All materials used for filling and backfilling shall be soil of acceptable quality, free from boulders, frozen lumps, wood, stumps, sludge, or other organic matter or other deleterious or hazardous materials. Excavated materials meeting these requirements and approved by the ENGINEER may be used as backfill.
- B. Rock and/or earth material may be encountered during the work that is unsuitable for backfilling. When this material is encountered, it shall be disposed of in the specified manner, possibly resulting in a shortage of suitable backfill material. In this event, the CONTRACTOR shall be responsible for furnishing, delivering and installing clean earth or select backfill materials to properly and completely backfill the excavation. Backfill material for these situations may be obtained from other areas of the project where suitable material is available or from offsite locations as approved by the ENGINEER. All backfill material is subject to the ENGINEER'S review and must meet the minimum requirements of the specifications above.

- C. Backfill excavations as promptly as work permits, but not until completion of the following:
1. Inspection by the ENGINEER of all work within the excavation.
  2. Inspection, testing approval, and recording of locations of underground utilities, connections, branches, structures and other facilities.
  3. Removal of shoring and bracing, and backfilling of voids with satisfactory materials. Cut off temporary sheet piling driven below bottom of structures and remove in a manner to prevent settlement of the structure or utilities, or leave in place if required.
  4. Removal and proper disposal of trash and debris.
- D. Excavation shall be kept dry during backfilling operations. Backfill around piping and structures shall be brought up evenly on all sides.
- E. The minimum density to be obtained during backfilling operations shall be 95 percent and is a percentage of the maximum density obtained in the laboratory as defined in ASTM D698 Method C including Note 2. This percentage is of modified Proctor density. In-place density determinations shall be made using a sand density cone or equivalent method as specified by ASTM D1556. If any bricks, bottles, pieces of metal, debris or other foreign matter larger than  $\frac{3}{4}$ -inch size are encountered in the density test hole, a different test location shall be chosen. The ENGINEER will determine the frequency of field testing required to determine the density of the fill and shall direct the number and location of density tests. All equipment necessary to determine fill density, including nuclear density meters, shall be supplied by the CONTRACTOR.
- F. The water content of fill material shall be controlled during placement within the range necessary to obtain the density specified. In general, the moisture content of the fill shall be within 5 percent dry and 2 percent wet of the optimum moisture content for the specified density as determined by laboratory tests. The CONTRACTOR shall perform all necessary work to adjust the water content of the material to within the range necessary to permit the density specified. No fill material shall be placed and no compaction of fill will be permitted when there is any standing water in the trenches or when the fill material or the ground the fill is to be placed on is frozen.
- G. The CONTRACTOR is not allowed to access any part of an existing water supply system (fire hydrants, etc.) as a source of water for any reason during construction activities, including the use of water for backfilling to obtain the proper moisture content.
- H. If the specified densities are not obtained because of the CONTRACTOR'S improper control of placement or compaction procedures, or because of inadequate or improperly functioning equipment, the CONTRACTOR shall perform whatever work is required to provide the specified densities. This work shall include complete

removal of unacceptable fill areas, replacement and recompaction until acceptable fill is provided.

- I. All backfill in pipe trenches shall be placed in horizontal layers not exceeding 6 inches in depth and thoroughly compacted before the next layer is placed.
- J. Where pipe is laid in rock excavation, crushed stone or gravel fill shall be carefully placed and tamped over the rock before the pipe is laid. After laying, pipe, the balance of the backfill shall be placed as described herein above.
- K. Placement:
  - 1. Place pipe bedding, select backfill and/or earth backfill or borrow materials, as specified herein and in Section 15051- Buried Piping Installation.
  - 2. Trenches under roadways shall be backfilled with select backfill material for the entire length of the open cut crossing plus 5 feet back from the edge of pavement or a distance equal to a 1 on 1 slope to the invert, whichever is greater.
  - 3. Where shoulders are excavated, the trench shall be backfilled with select granular material.
  - 4. The entire trench area under driveways, parking areas, and sidewalks, shall be backfilled with select granular material in accordance with the Contract Drawings and Specifications.
  - 5. Prior to commencing with the backfilling operation, the CONTRACTOR shall submit information to the ENGINEER such as catalog cuts, specification sheets, etc., describing the type of compaction equipment he intends to use.
- L. Pipe Trench Preparation
  - 1. Braced trench width shall be minimized to greatest extent practical but shall conform to the following:
    - a. Trench width shall be sufficient to provide room for installing, jointing and inspecting piping, as shown on Contract Drawings.
    - b. Enlargements at pipe joints may be made if required and specified by the ENGINEER.
    - c. Trench width shall be sufficient for sheeting, bracing, sloping, and dewatering.
    - d. Trench width shall be sufficient to allow thorough compacting of backfill.
    - e. Do not use excavating equipment which requires the trench to be excavated to excessive width.
  - 2. Depth of trench shall be as shown. If required, depths may be revised as specified by the ENGINEER.
- M. The CONTRACTOR shall repair any settlement that occurs at no additional cost to the OWNER.

### 3.09 GRADING

- A. General  
Uniformly grade areas within limits of grading under this Section including adjacent transition areas. Smooth subgrade surface within specified tolerances, compact with uniform levels or slopes between points where elevations are shown, or between such points and existing grades.
- B. Turfed Areas  
Finish areas to receive topsoil to within not more than 1 inch above or below the required subgrade elevation.
- C. Walks and Pavements  
Shape surface of areas under walks to line, grade and cross-section, with finish surface not more than  $\frac{1}{2}$  inch above or below the required subgrade elevation.
- D. Slabs  
Grade smooth and even, free of voids, compacted as specified, and to required elevation. Provide final grades within a tolerance of 3 inch when tested with a 10 foot straightedge.
- E. Compaction  
After grading, compact subgrade surfaces to the depth and percentage of maximum density required.
- F. All existing drainage swales and ditches, if disturbed, shall immediately, upon completion of pipe installation, be restored to proper lines and grades. CONTRACTOR shall ensure the final drainage facilities are in working condition and acceptable to the agency of jurisdiction.

### 3.10 PAVEMENT SUBBASE COURSE

- A. General  
Place subbase material, in layers of specified thickness, over ground surface to support the pavement base course.
- B. Grade Control  
During construction, maintain lines and grades including crown and cross-slope of subbase course.
- C. Shoulders  
Place shoulders along edges of subbase course to prevent lateral movement. Construct shoulders of acceptable soil materials as specified, placed in such quantity to compact to thickness of each subbase course layer. Compact and roll at least 12 inch width of shoulder simultaneously with compacting and rolling of each layer of subbase course.

- D.     **Placing**  
Place subbase course material on prepared subgrade in layers of uniform thickness, conforming to indicated cross-section and thickness. Maintain optimum moisture content for compacting subbase material during placement operations. When a compacted subbase course is shown to be 6 inches thick or less, place material in a single layer. When shown to be more than 6 inches thick, place material in equal layers, except no single layer more than 6 inches or less than 3 inches in thickness when compacted.

### 3.11   DISPOSAL OF EXCAVATED MATERIALS

- A.     Material removed from the excavations which does not conform to the requirements for fill or is in excess of that required for backfill shall be hauled away by the CONTRACTOR and disposed of in compliance with Municipal, County, State, Federal or other applicable regulations at no additional cost to the OWNER.
- B.     The CONTRACTOR shall not dispose waste excavated material in any of the following locations:
1.     Wetland areas.
  2.     Flood plains.
  3.     Any area where excess siltation will damage or pollute receiving water.
  4.     Disposal of excess materials shall only be allowed at locations approved by NYSDEC Region 9.

### 3.12   RESTORATION AND CLEAN-UP

- A.     Following installation, the CONTRACTOR shall restore all areas to their original condition to the requirements of Section 02900 - Restoration, and to the satisfaction of the ENGINEER.

END OF SECTION

## SECTION 02900

### RESTORATION

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

A. Work Specified

The work specified shall include all labor, material, equipment, services and incidentals necessary to restore surfaces, sidewalks, curbs, gutters, culverts and other features disturbed, damaged or destroyed during the performance of the work under or as a result of the operations of the Contract.

B. Related Work Specified Elsewhere

1. Section 02316 - Select Granular Materials
2. Section 02317 - Rock Excavation
3. Section 02351 - Excavation, Backfill and Trenching
4. Section 15051 - Buried Piping Installation

##### 1.02 QUALITY ASSURANCE

A. The quality of materials and the performance of work used in the restoration shall produce a surface or feature equal to the condition of each before the work began.

B. Reference Standards

1. American Association of Nurserymen (AAN)
2. ASTM D698, Standard Compaction Test
3. ASTM D2487, Classification of Soils for Engineering
4. ASTM D2974, Standard Test Method for Moisture, Ash and Organic Matter of Peat and Other Organic Soils
5. New York State Department of Transportation Standard Specifications, latest revision

##### 1.03 SUBMITTALS

A. CONTRACTOR shall submit the following submittals:

1. The location of source and data for off-site topsoil.
2. Analysis of the seed.
3. Should a hydroseeder be used, the CONTRACTOR shall submit all data including material and application rates.
4. Mix designs for asphalt.



## 1.04 SCHEDULE OF RESTORATION

- A. A schedule of restoration operations in accordance with Section 01100 shall be submitted by the CONTRACTOR for review. After an accepted schedule has been agreed upon it shall be adhered to unless otherwise revised by the ENGINEER.
- B. In general, excavations shall be completely backfilled and compacted as specified prior to permanent restorations being performed.
- C. The replacement of surfaces at any time, as scheduled or as directed, shall not relieve the CONTRACTOR of responsibility to repair damages by settlement or other failures.

## PART 2 - PRODUCTS

### 2.03 MATERIALS

- A. Topsoil shall be unfrozen friable clayey loam free from clay lumps, stones, roots, sticks, stumps, brush, hazardous materials, or foreign objects.
- B. Fertilizer shall be a standard quality commercial carrier of available plant food elements. A complete prepared and packaged material containing a minimum of 10 percent nitrogen, 10 percent phosphoric acid and 10 percent potash.
  - 1. Each bag of fertilizer shall bear the manufacturer's name and guaranteed statement of analysis.
- C. Seed mixtures shall be of commercial stock of the current season's crop and shall be delivered in unopened containers bearing the guaranteed analysis of the mix.
  - 1. All seed shall meet the New York State Department of Transportation 713-04 standard specifications for germination and purity.

- D. Seed Mixtures:

<u>Species</u>	<u>Lawn Areas*</u>	<u>Non-maintained Areas*</u>
Kentucky Bluegrass	50	20
Creeping Red Fescue	30	20
Manhattan or Pennfine Ryegrass	20	60
* % by weight		

- E. Mulch shall be stalks of oats, wheat, rye or other acceptable crops which are free from noxious weeds.
- F. Temporary and permanent pavement shall be of acceptable materials as specified in New York State Department of Transportation Standard Specifications, latest revisions.

## PART 3 - EXECUTION

### 3 .01 INSTALLATION

#### A. Temporary Pavement

1. Immediately upon completion of backfilling of the trench or excavation, the CONTRACTOR shall place a temporary pavement over all disturbed areas of streets, driveways, sidewalks, and other traveled places where the original surface has been disturbed as a result of his operations.
2. The temporary pavement shall consist of compacted select backfill surfaced with cold patch to such a depth as required to withstand the traffic to which it will be subjected.
3. The surface of the temporary pavement shall conform to the slope and grade of the area being restored.
4. For dust prevention, the CONTRACTOR shall treat all surfaces, not covered with cold patch, as frequently as may be required
5. The temporary pavement shall be maintained by the CONTRACTOR in a safe and satisfactory condition until such time as the permanent paving is completed. The CONTRACTOR shall immediately remove and restore all pavement as shall become unsatisfactory.

#### B. Permanent Pavement Replacement

1. The permanent and final re-paving of all streets, driveways and similar surfaces where pavement has been removed, disturbed, settled or damaged by or as a result of performance of the Contract shall be repaired and replaced by the CONTRACTOR, by a new and similar pavement, consisting of base, binder, and/or top courses each having the same depth as existing pavement or as required by the local community or Highway Permit.
  - a. The top surface shall conform with the grade of existing adjacent pavement and the entire replacement shall meet the current specifications of the local community for the particular types of pavement.
  - b. Where the local community has no specification for the type of pavement, the work shall be done in conformity with the New York State Department of Transportation Standard which conforms the closest to the type of surfacing being replaced, as determined by the ENGINEER.
  - c. All required permits for local governing bodies shall be obtained.

C. Preparation for Permanent Pavement

1. When scheduled and within the time specified, the temporary pavement shall be removed and base prepared, at the depth required by the local community or Highway Permit, to receive the permanent pavement.
  - a. The base shall be brought to the required grade and cross-section and thoroughly compacted before placing the permanent pavement.
  - b. Any base material which has become unstable for any reason shall be removed and replaced with compacted base materials.
  - c. Cuts which are not straight will require another saw-cutting further from the trench. Additional select backfill and pavement needed for restoration outside the defined pay limits will be installed and paid for by the CONTRACTOR.
2. Prior to placing the permanent pavement, all service boxes, manhole frames and covers and similar structures within the area shall be adjusted to the established grade and cross-section.
3. The edges of existing asphalt pavement shall be cut a minimum of one foot beyond the excavation or disturbed base whichever is greater.
  - a. All cuts shall be parallel or perpendicular to the centerline of the street.
  - b. All cuts will be made in straight continuous lines by saw-cutting or other acceptable technique.

D. Bituminous Tack Coat

1. The tack coat shall be uniformly applied by a pressure distributor to a prepared clean pavement. The tack coat shall be applied as approved by the ENGINEER to offer the least inconvenience to traffic and to permit one-way traffic, where practical, to prevent pickup or tracking of the bituminous material.
2. Tack coat shall not be applied on a wet pavement surface or when the surface temperature is below 45 degrees F. The temperature and areas to be treated shall be approved by the ENGINEER prior to application. The application rate shall be 0.03 to 0.07 gallons per square yard as approved by the ENGINEER.

E. Asphalt Pavement

1. The permanent asphalt pavement replacement for streets, driveways and parking area surfaces shall be replaced with bituminous materials of the same depth and kind as the existing unless otherwise specified.
2. Prior to placing of any bituminous pavement tack coat shall be applied to the edges of the existing pavement and other features.
3. The furnishing, handling and compaction of all bituminous materials shall be in accordance with the New York State Department of Transportation Standards latest edition.

F. Cold Milling

1. Cold milling of existing surfaces shall follow New York State Department of Transportation Standard Specifications, latest edition.
2. Material removed during the milling process will become the property of the CONTRACTOR and shall be disposed of at an acceptable location off-site.
3. CONTRACTOR must maintain drainage into all gutters and catch basins during the milling operation.

G. Concrete Pavement and Pavement Base

1. Concrete pavements and concrete bases for asphalt, brick or other pavement surfaces shall be replaced with Class "B" concrete, air-entrained.
2. Paving slabs or concrete bases shall be constructed to extend one foot beyond each side of the trench and be supported on undisturbed soil. Where such extension of the pavement will leave less than two feet of original pavement slab or base, the repair of the pavement slab or base shall be extended to replace the slab to the original edge of the pavement or base unless otherwise indicated on the Contract Drawings.
3. Where the edge of the pavement slab or concrete base slab falls within the excavation, the excavation shall be backfilled with Select Backfill compacted to 95 percent maximum dry density as determined by ASTM D698 up to the base of the concrete.
4. The new concrete shall be of the same thickness as the slab being replace and shall contain reinforcement equal to the old pavement.
  - a. New concrete shall be placed and cured in accordance with the applicable provisions of the State Department of Transportation Standards.

H. Stone Gravel or Pavement

1. All pavement and other areas surfaced with stone or gravel shall be replaced with material to match the existing surface unless otherwise specified.
  - a. The depth of the stone or gravel shall be at least equal to the existing.
  - b. After compaction, the surface shall conform to the slope and grade of the area being replaced.
  - c. Stone material used shall comply with the New York State Department of Transportation Standard Specifications, latest edition.

I. Driveways

1. Asphalt Driveways
  - a. After the water main has been installed and the trench properly backfilled, the CONTRACTOR shall cut back the drive one foot each side of the trench. The pavement shall be cut with carborundum saw or other device to give a uniform and continuous straight edge. Where lines are installed under drive aprons the ENGINEER may specify the replacement of the entire apron and the CONTRACTOR shall remove and replace same to its base.

- b. The cut edge shall be painted with a bituminous seal coat and pavement shall then be replaced to equal or exceed the existing pavement in quality and depth.
  - (1) In no case shall the finished thickness of the asphalt pavement be less than four (4") inches, a minimum of three (3") inches of binder and one (1") inch of top to match the existing pavement.
  - (2) Courses shall be laid in two lifts and compacted with a minimum two (2) ton roller or other mechanical means specified by the ENGINEER.
  - (3) If the existing drive was in the opinion of the ENGINEER recently sealed, then the CONTRACTOR shall apply one (1) coat of coal tar emulsion sealer over the top lift. In no case shall cold patch be considered pavement, but may be used temporarily as an expedient, the cost of which will be borne by the CONTRACTOR.

2. Concrete Driveways

- a. The CONTRACTOR shall be responsible for the proper consolidation of the sub-grade before laying the new driveway, and any settlement or failure of the new driveway shall be repaired or replaced by the CONTRACTOR to the satisfaction of the ENGINEER.
- b. Where drives are encountered, the CONTRACTOR shall cut the concrete three (3') feet each side of the trench limits using a concrete saw or break the drive at a score or expansion joint at the direction of the ENGINEER. Any concrete broken beyond the cut or break line will be replaced at the CONTRACTOR'S expense.
- c. The drive shall then be replaced to equal or exceed the existing drive in quality and depth.
  - (1) Reinforcing shall be installed in all replacements, tying it to existing reinforcing where it protrudes from the cut edge. 6 x 6 x 6 welded wire mesh or equal shall be used. The CONTRACTOR shall then install Transit Mix Concrete meeting NYSDOT specifications to the depth of the original base, or a minimum of six (6") inches, whichever is more.
  - (2) The surface shall be finished to match the existing surface. The CONTRACTOR shall properly cure all concrete after placing and shall protect it from damage from all types of traffic and harm prior to final setting.

J. Concrete Walks, Curbs and Gutter Replacement

- 1. Concrete walks, curbs and gutters removed or damaged in connection with or as a result of the construction operations shall be replaced with new construction.
  - a. The minimum replacement will be a flag or block of sidewalk and five feet of curb or gutter.

2. Walks shall be constructed of concrete, air-entrained with NYSDOT No.1 stone aggregate on a 4-inch base of compacted gravel or stone.
  - a. The walk shall be not less than 4-inches in thickness or the thickness of the replaced walk where greater than 4-inches, shall have construction joints spaced not more than 25 feet apart, shall have expansion joints spaced not more than 50 feet apart and shall be sloped at right angles to the longitudinal centerline approximately 1/8 inch per foot of width.
3. One-half inch expansion joint material shall be placed around all objects within the sidewalk area as well as objects to which the new concrete will abut, such as valve boxes, manhole frames, curbs, buildings and others.
4. Walks shall be hand-floated and broom-finished, edged and grooved at construction joints and at intermediate intervals matching those intervals of the walk being replaced.
  - a. The intermediate grooves shall be scored a minimum of 1/4 of the depth of the walk.
  - b. The lengths of blocks formed by the grooving tool, and distances between construction and expansion joints shall be uniform throughout the length of the walk in any one location.
5. The minimum length of curb or gutter to be left in place or replaced shall be 5 feet. Where a full section is not being replaced, the existing curb or gutter shall be saw cut to provide a true edge.
  - a. The restored curb or gutter shall be the same shape, thickness and finish as being replaced and shall be built of the same concrete and have construction and expansion joints as stated above for sidewalks.
6. All concrete shall be placed and cured as specified in Section 03300, Concrete.

K. Lawns and Improved Areas

1. The area to receive topsoil shall be graded to a depth of not less than 3 inches or as specified, below the proposed finished surface. If the depth of existing topsoil prior to construction was greater than 3 inches, topsoil shall be replaced to that depth.
  - a. All debris and inorganic material shall be removed and the surface loosened for a depth of 2 inches prior to the placing of the topsoil.
  - b. The topsoil shall not be placed until the subgrade is in suitable condition and shall be free of excessive moisture and frost.
  - c. Topsoil placed in areas of earth excavation will not be placed until suitable earth compaction has been performed.
2. Satisfactory topsoil removed from the excavations shall be placed on the prepared subgrade to the depth required.
  - a. In the event the topsoil removed during excavation is unsatisfactory or inadequate to obtain the required finish grades, the CONTRACTOR shall furnish the required quantity of satisfactory topsoil from specified sources off site.
  - b. All topsoil shall be free from stones, roots, sticks and other foreign substances and shall not be placed in a frozen or muddy condition.

- c. The finished surface shall conform to the lines and grades of the area before disturbed or as shown on the Contract Drawings. Any irregularities shall be corrected before the placement of fertilizer and seed.
- 3. The fertilizer shall be applied uniformly at the rate of 20 pounds per 1000 square feet.
  - a. Following the application of the fertilizer and prior to application of the seed, the topsoil shall be scarified to a depth of at least 2 inches with a disc or other suitable method traveling across the slope if possible.
- 4. When the topsoil surface has been fine graded, the seed mixture shall be uniformly applied upon the prepared surface with a mechanical spreader at a rate of not less than 5 pounds per 1000 square feet.
  - a. The seed shall be raked lightly into the surface and rolled with a light hand lawn roller.
  - b. Seeding and mulching shall not be done during windy weather.
- 5. The mulch shall be hand or machine spread to form a continuous blanket over the seed bed, approximately 2 inches uniform thickness at loose measurement. Excessive amounts or bunching of mulch will not be permitted.
  - a. Mulch shall be anchored by an acceptable method.
  - b. Unless otherwise specified, mulch shall be left in place and allowed to disintegrate.
  - c. Any anchorage or mulch that has not disintegrated at time of first mowing, shall be removed. Anchors may be removed or driven flush with ground surface.
- 6. Seeded areas shall be watered as often as required to obtain germination and to obtain and maintain a satisfactory sod growth. Watering shall be in such a manner as to prevent washing out of seed. Any washout or damage which occurs shall be regraded and reseeded until a good sod is established.
- 7. Hydroseeding may be accepted as an alternative method of applying fertilizer, seed and mulch. The CONTRACTOR must submit all data regarding materials and application rates to the ENGINEER for review.
- 8. The CONTRACTOR shall maintain the newly seeded areas, including regrading, reseeding, watering and mowing, in good condition, until the development of an established cover.

L. Cultivated Area Replacement

- 1. Areas of cultivated lands shall be graded to a depth to receive topsoil of not less than the depth of the topsoil before being disturbed. All debris and inorganic material shall be removed prior to placing of the topsoil.
- 2. After the topsoil has been placed and graded, the entire area disturbed during construction shall be cultivated to a minimum depth of 12 inches with normal farm equipment.
  - a. Any debris or inorganic materials appearing shall be removed.
  - b. The removal of stones shall be governed by the adjacent undisturbed cultivated area.

3. Grass areas shall be re-seeded using a mixture equal to that of the area before being disturbed, unless otherwise specified.

M. Other Types of Restoration

1. Shrubs and landscape items damaged or destroyed as a result of the construction operations shall be replaced in like species and size.
  - a. All planting and care thereof shall meet the standards of the American Association of Nurserymen.
2. Water courses shall be reshaped to the original grade and cross-section and all debris removed. Where required to prevent erosion, the bottom and sides of the water course shall be protected.
3. Culverts destroyed or removed as a result of the construction operations shall be replaced in like size and material and shall be replaced at the original location and grade. When there is minor damage to a culvert and with the consent of the ENGINEER, a repair may be undertaken, if satisfactory results can be obtained.
4. Should brick pavements be encountered in the work, the restoration shall be as set forth in the General Requirements or as directed.
5. Items removed for construction such as mailboxes, signposts, reflector markers, and the like shall be replaced in as good or better condition than existing. Items damaged by the CONTRACTOR shall be replaced at his expense. Privately owned items, such as mailboxes, shall be reinstalled to the satisfaction of the OWNER and ENGINEER.

N. Lawn Maintenance

1. All lawn areas shall be mowed by the CONTRACTOR before the new grass reaches a height of 4 inches.
  - a. Following the establishment of a good stand of grass and the first mowing, the CONTRACTOR'S obligation shall end except for the repair of settlement or damage
2. Any lawn area which does not develop an established cover shall be re-seeded and maintained at the CONTRACTOR'S expense until an established cover is present.

O. Tree Plantings

1. Determine location of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required, to minimize possibility of damage to underground utilities. Maintain grade stakes until removal is mutually agreed upon by all parties concerned.
2. Trees replaced by the CONTRACTOR will be of the same species, and will be a minimum of 6 feet high and 2 inches in trunk diameter. CONTRACTOR must fertilize and water tree appropriately after planting and will guarantee tree for a period of one year. All issues regarding tree planting including type, size, and final location must be approved by the ENGINEER prior to payment.



END OF SECTION

## SECTION 15051

### BURIED PIPING INSTALLATION

#### PART 1 - GENERAL

A. Work Specified

The work specified shall include all labor, material, equipment, services and incidentals necessary to furnish and install pipelines, specials and fittings, services, reinstall fire hydrants and to perform interconnections and abandonments as shown on the plans and specified herein.

B. Related Work Specified Elsewhere

1. Section 02316 - Select Granular Material
2. Section 02317 - Rock Excavation
3. Section 02351 - Excavation, Backfill and Trenching
4. Section 02900 - Restoration
5. Section 15120 - Piping Specialties and Accessories

#### 1.02 QUALITY ASSURANCE

A. Reference Standards

1. AWWA Standards identified in other related sections
2. ASTM Standards identified in other related sections
3. ANSI Standards identified in other related sections
4. Occupational Safety and Health Administration (OSHA)
5. 1996 Safe Drinking Water Act
6. NSF/ANSI Standard 60 and 61, as applicable.
7. All other standards itemized in related work sections

#### 1.03 SUBMITTALS

A. Shop Drawings

Prior to obtaining any products in relationship to this Section, the CONTRACTOR shall submit detailed shop drawings and data for review by the ENGINEER.

B. Materials List

The CONTRACTOR shall submit, along with shop drawings, a materials list which shall include full information regarding all components of the pipeline. Materials of construction shall be presented in the listing.

C. Other Submittals

1. Prior to installation of the proposed pipeline, the CONTRACTOR shall furnish the required number of the manufacturer's Operation and Maintenance Manual for each item.

2. The CONTRACTOR shall submit certificates of compliance with the applicable referenced standards.
3. The manufacturer shall submit certified copies of the reports covering the two directional leakage tests in accordance with Sect. 6 of AWWA C509.
4. A tabulated layout schedule.
5. Detailed procedure, schedules and list of materials for interconnection sequence.
6. Furnish delivery tickets indicating the pipe manufacturer, pipe type and class, identifying that the pipe was new and from a manufacturer that has been submitted and approved.

#### 1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. During delivery and handling, all materials shall be braced and protected from any distortion or damage in accordance with the manufacturer's requirements; any such distortion or damage shall be basis for rejection of the materials.
- B. Equipment used for unloading shall be covered with wood or rubber to avoid damage to the exterior of the pipe, fittings and accessories. Do not drop or roll materials off trucks.
- C. The materials shall be inspected before and after unloading. Materials that are found to be cracked, chipped, gouged, dented or otherwise damaged shall not be accepted.
- D. Interiors of pipe, fittings and specials shall be kept free from dirt and foreign matter.
- E. Store pipe and fittings on heavy wood blocking or platforms so they are not in contact with the ground.
- F. Pipe, fittings, and specials shall be unloaded opposite to or as close to the place where they are to be used as is practical to avoid unnecessary handling.

### PART 2 - PRODUCTS

#### 2.01 MATERIALS

- A. General
  1. All products, including interior coatings, shall be suitable for use in a potable water system.
  2. All products, including wetted parts, shall be certified to meet NSF/ANSI Standard 61.

B. Pipe

Materials for the piping, joints and fittings shall be as specified in other related sections or as shown in the pipe schedule or on the Contract Drawings.

1. Pipe and appurtenances shall comply with the applicable standards for its type of material.
2. All pipes, fittings, valves, hydrants, specials, and accessories must be new materials in first-class condition. Used or recycled materials shall not be allowed, regardless of condition.
3. Piping for hydrant branches shall only be Class 53 ductile iron.
4. Piping within casing pipes (except for tree bores) and beneath pavement shall be either ductile iron pipe or prestressed concrete cylinder pipe as shown and as specified.
5. Piping in non-paved areas shall be either ductile iron pipe, prestressed concrete cylinder pipe, or PVC as shown and as specified.

C. Joints

Type of joints shall be as specified in other related Sections or as shown in the pipe schedule or as on the Contract Drawings.

D. Magnetic Pipe Marking Tape

Magnetic pipe marking tape as manufactured by C. H. Hanson Products, Paul Potter Warning Tape, or approved equal shall be installed above all new watermain.

1. Tape shall be 3 inches wide consisting of two (2) exterior plies of polyethylene with an aluminum alloy foil core.
2. Tape shall be blue color and labeled: "WATER" in black letters.

## PART 3 - EXECUTION

### 3.01 INSTALLATION

A. General

1. Excavation and backfilling shall be in accordance with the applicable provisions of Section 02351 - Excavation, Backfill & Trenching.
2. Blocking will not be permitted under pipe, except where the pipe is to be laid with concrete cradle or encasement.
3. Pipe shall be installed on a layer of select material as shown on the Drawings to provide an acceptable bedding. The top of this layer shall then be considered the bottom of the trench.
4. Pipe shall not be laid on bedrock without appropriate bedding stone.
5. No pipe shall be laid upon a foundation in which frost exists; or when there is danger of the formation of ice or the penetration of frost at the bottom of the excavation.
6. Bell holes shall be dug in the bottom of the trench to allow the pipe to have a firm bedding along the entire length of the pipe.

7. Temporary watertight bulkheads shall be placed in all open ends of pipe whenever pipe laying is not actively in process. The bulkheads shall be designed to prevent the entrance of dirt, debris, or water.
  8. Precautions shall be taken to prevent the flotation of pipe in the event of water entering the trench.
- B. Location and Grade
1. Pipelines and appurtenances shall be located as shown on the Contract Drawings or as directed and as established from the control survey in accordance with the General Requirements.
  2. The alignment and grades shall be determined and maintained by a method acceptable to the ENGINEER.
  3. Pipe shall be installed in straight horizontal trenches. "Snaking" of pipe by bending sections horizontally shall not be allowed.
- C. Subgrade
- The subgrade for pipelines shall be earth or bedding as specified or directed and shall be installed in accordance with Section 02351 - Excavation, Backfill and Trenching.
- D. Joints
- Joints shall be assembled using gaskets, lubricants and solvents as furnished by the pipe manufacturer and in accordance with the manufacturer's recommendations.
- E. Bedding
- Bedding shall be deposited and compacted in accordance with Section 02351 - Excavation, Backfill and Trenching, and shall be as itemized below unless otherwise specified or directed.
1. For watermain:
    - a. The bedding shall be as specified in Section 02316, Select Backfill.
    - b. Bedding shall be deposited and tamped in 6-inch layers to the centerline of the pipe.
    - c. Native material placed above the centerline of the pipe shall be deposited in such a manner as to not damage the pipe.
- F. Thrust Restraints
- Pressure pipelines shall have thrust restraints by the use of both thrust blocks and mechanical restraints in the form of retainer glands or anchors of the size and type specified or as required by the pressure and stability of the supporting surface.
1. Thrust restraints shall be installed at all changes in direction, changes in size, dead ends or other locations where shown or directed.
  2. Concrete used for thrust restraints shall have developed the required strength prior to testing of the pipeline.
  3. When approved by ENGINEER, tie rods and nuts for thrust restraints shall be of high tensile steel and shall have a minimum yield strength of 70,000 psi.
    - a. Tie rods and nuts installed underground shall be coated with two coats of coal tar pitch preservative coating after installation.

- b. Oil, grease, paint, or any coating which requires drying will not be acceptable.

G. Service Connections

- 1. Connections to in-service pressure pipelines shall be in accordance with the applicable provisions of Section 15120, Piping Specialties and Accessories.

H. Concrete Thrust Blocks

- 1. Concrete for thrust blocks shall be as specified by ENGINEER.
- 2. Solid concrete blocks shall be used for proper blocking. Hollow concrete blocks, wooden blocking or wet concrete mix poured in hole is not acceptable.

I. Magnetic Pipe Marker

- 1. Magnetic pipe marker tape shall be placed above all new watermain as shown on the Drawings.
- 2. Magnetic pipe marker tape shall be tied to watermain valve boxes.

### 3.02 CUTTING AND SPECIAL HANDLING

- A. Field cuts of pipes shall be in accordance with the manufacturer's instructions.

- B. Where a pipe requires special handling or installation it shall be in accordance with the applicable referenced standard.

### 3.03 INTERCONNECTIONS

A. General

- 1. No work shall begin on the interconnections until the ENGINEER authorizes the work.
- 2. The CONTRACTOR shall not operate existing valves. The OWNER only shall operate existing valves. The CONTRACTOR is advised that watertight conditions may not exist when existing valves are closed and shall consider this in his bid.
- 3. The CONTRACTOR shall perform test pits at existing pipes, valves, etc., as shown on the drawings or directed. The pipe laying schedule should reflect the field information obtained by the test pits. The stationing of tees, wyes and valves should be coordinated with the test pit information in order to facilitate construction of the new pipelines and construction of the interconnections.
- 4. The maximum allowable shut-down of any existing water system shall be eight consecutive hours.
- 5. The CONTRACTOR shall schedule and coordinate his work with others in accordance with the specifications and shall coordinate all proposed shut-downs with the ENGINEER. The work shall be scheduled through the ENGINEER so that the OWNER has a minimum of three (3) working days advance notice. The CONTRACTOR shall notify all affected customers

including all fire districts of any proposed shut-downs at least 48 hours prior to the scheduled shutdown.

6. No interconnections will be allowed until the proposed pipelines and end of line valves (if applicable) have been installed, tested and disinfected and the ENGINEER authorizes the interconnection.
7. Caps (or plugs) on iron pipe shall be mechanically restrained watertight caps (or plugs) compatible with the pipe being capped and suitable to resist thrusts due to operating pressures or as directed by the ENGINEER.
8. Temporary caps shall be watertight and shall remain in place until the actual interconnections are made.
9. In unpaved areas, all interconnection joints shall remain exposed and tested under operating pressure for a 24-hour period. If no leaks occur, the exposed interconnection piping can, upon ENGINEER'S authorization, be backfilled.
10. The CONTRACTOR shall dewater trenches, existing mains, etc., as required to perform and visually test the interconnections.
11. If the CONTRACTOR wishes to propose construction of several interconnections at one time, he shall submit a written, detailed proposal to the ENGINEER in advance of the Work.
12. Firms performing taps on existing waterlines shall be submitted to the ENGINEER and acceptable to the OWNER prior to the Work being performed.
13. All joints at interconnections shall be mechanically restrained as directed by the AUTHORITY and ENGINEER.
14. New hydrants shall remain bagged in burlap (except for flushing and/or testing) until placed into service.

### 3.04 ABANDONMENTS

#### A. Hydrants and Valves

1. Removal of hydrants and valves shall be made with caution to prevent damage while being removed.
2. Return all hydrants as specified or when directed to the Erie County Water Authority at 3030 Union Road, Cheektowaga, New York.
3. CONTRACTOR is responsible for unloading the abandoned hydrants at the Erie County Water Authority and placing the hydrants in the location specified by the AUTHORITY.
4. CONTRACTOR must deliver the hydrants during normal business hours and must schedule the delivery at least 48 hours in advance.
5. At all valves being abandoned, locate the valve, close the valve, remove the entire valve box, backfill and restore as shown on the Drawings.

#### B. Existing Watermains

1. No watermain abandonments shall be performed until the ENGINEER is satisfied that the new watermain is functional and meets all codes and requirements.

2. Abandonments shall only be allowed after all service connections have been transferred to the new watermain, when applicable.
3. Perform the abandonments as shown on Contract Drawings.

### 3.05 TREE TUNNELING

- A. Provide root protection at trees by boring casing pipe through root system.
  1. Use casing pipe as specified by ENGINEER.
  2. All pipe installed in casing pipe must be restrained.
  3. PVC pipe may be installed in casing pipe if authorized by ENGINEER.
  4. Fill annular space with pea gravel to satisfaction of ENGINEER.
  5. The volume of pea gravel used shall be compared to the annular space volume to ensure complete filling. Incomplete filling of annular space will not be considered acceptable. CONTRACTOR shall remove pea gravel and reinstall, at his expense, if so ordered by the ENGINEER.

### 3.06 (NOT USED)

### 3.07 TESTING

- A. General

All piping shall not show any signs of visible leakage.
- B. As a minimum, all pipelines and fittings shall be designed for a working pressure of 150 psi and a test pressure of 170 psi.

### 3.08 DISINFECTION

- A. All pipelines designed to convey potable water shall be disinfected in accordance with applicable AWWA standards.

### 3.09 GENERAL

- A. Install watermain, fittings, and accessories in accordance with applicable sections; as shown on the drawings; and, as specified, required, or directed.
- B. Tapping Information
  1. All materials as specified herein shall be installed by or under the direction of personnel who are acceptable to the Authority.
    - a. Threaded taps shall be made using a machine designed for cutting, threading and inserting the corporation without interruption of service.
      - 1) Teflon tape may be used on corporation threads.
    - b. Tapping sleeve connections shall be made using a machine to cut and remove the segment through the valve without interruption of service.



2. Valve boxes shall be set plumb and shall be independently supported on concrete blocking so no weight will be transmitted to the curb stop or watermain.
3. Service saddles and tapping saddles installed on prestressed concrete cylinder pipe shall be encased in a minimum of 2 inches of concrete mortar after installation.
4. Service saddles shall be used under the following condition:
  - a. When water services are placed on 4-inch or smaller pipes.
  - b. When water services larger than 1-inch are placed on a 6-inch pipe.
  - c. When water services larger than 1-<sup>1</sup>/<sub>2</sub>-inch are placed on an 8-inch pipe.
  - d. When water services are tapped to all plastic (PVC) pipe.
  - e. When services larger than 1-<sup>1</sup>/<sub>2</sub>-inch are placed on ductile iron pipe.
  - f. When water services are tapped to all asbestos-cement pipe.
5. CONTRACTOR is not allowed to excavate, disturb, or park any equipment beyond the Right-of-Way line without prior approval from the property owner.
6. If minimum depth is not achieved for the water service at any location, CONTRACTOR shall either excavate and lower the service or repush/drill the service to the minimum depth, at his expense, until a satisfactory service is installed.
7. Curb boxes are not allowed to be cut for any reason.
8. Repair or replace any connections, which are leaking to ensure a watertight connection.

C. Water Service Tubing

1. Copper tubing shall be installed in accordance with the applicable provisions of Section 02351 - Excavation, Backfill & Trenching, Section 15051 - Buried Piping Installation and Section 15107 - Copper Pipe.
2. Bedding for service connection tubing shall be furnished, installed and coordinated with Section 02316 - Select Granular Materials.

D. Water Service Installations

1. Existing service lines shall be maintained until such time as the proposed watermain has been installed, tested, and disinfected, and approval to place the watermain into service has been obtained. Existing services may then be transferred to the new watermain.
2. New water service installations shall be installed by boring or jacking method under existing roads and pavements. Open-cut of water services across roads will not be allowed.
3. Use tapping machines and equipment compatible with corporation stops and service saddles specified. Use tools and cutting equipment, which minimizes the amount of PVC shavings and remove shavings during tapping; retain coupon, and reduce stress during tapping. Single fluted cutters or twist drills shall not be used for tapping PVC piping.

4. Service locations shown on the drawings are shown schematically only. The actual service locations shall be determined by ENGINEER and CONTRACTOR in the field.
  5. For additional information relating to water services, refer to the Drawings.
- E. Tapping Watermain.
1. Wet tap connections to existing watermains shall be as shown on the drawings.
  2. The person or firm who will be performing the watermain tap shall be acceptable to the Authority.
  3. Prior to ordering the tapping sleeve, the CONTRACTOR shall excavate a test pit to the depth required and expose the main to be tapped to accurately measure the outside diameter of the main. No tapping sleeve shall be ordered until this information has been obtained.
  4. Tapping sleeves shall be suitable for use with the existing pipe to be tapped. Tapping sleeve shall be compatible with the tapping valve furnished.
  5. Thrust blocks shall be constructed behind the wet tap connection as shown on the drawings and specified herein.
  6. Refer to Section 15140 for additional requirements for tapping sleeve and valve testing.
  7. After each tap has been completed, the CONTRACTOR shall keep the tapping area uncovered for a minimum period of one (1) hour to determine if any leakage is occurring. If any leakage has occurred, the tap shall be made watertight in a manner approved by the ENGINEER.
  8. A full pipe coupon shall be retained as a result of the tapping operation.
  9. The valves shall be kept closed until approval from the ENGINEER is given to open the valve.
- F. Discrepancies
1. If discrepancies occur between the Drawings and field conditions, the CONTRACTOR shall notify the ENGINEER immediately.
  2. The CONTRACTOR shall not proceed with the installation in areas of discrepancy until said discrepancy is resolved.

END OF SECTION

## SECTION 15104

### WORKING WITH ASBESTOS CEMENT PIPE (ACP)

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

A. Work Specified.

The work specified shall include all labor, materials, tools, equipment, services, and incidentals necessary to modify and/or repair Asbestos Cement Pipe (ACP) as shown, specified and required.

B. Related Work Specified Elsewhere.

1. Section 15051 - Buried Piping Installation

##### 1.02 QUALITY ASSURANCE

A. CONTRACTOR'S Qualifications.

1. CONTRACTOR shall have a minimum of 5 years documented experience working with asbestos cement pipe.

B. Reference Standards.

1. Code of Federal Regulations U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), 29 CFR 1926.1101, Asbestos.
2. Code of Federal Regulations, 40 CFR Part 763, Subpart G – Asbestos Worker Protection.
3. Part 56 of Title 12 of the official compilation of Codes, Rules and Regulations of the State of New York (12 NYCRR Part 56), Industrial Code Rule 56, Asbestos, per New York State Department of Labor.
4. Part 360 of Title 6 of the official compilation of Codes, Rules and Regulations of the State of New York (6 NYCRR Part 360), New York State's Solid Waste Management Facilities Regulations, per New York State Department of Environmental Conservation.
5. Part 73 of Title 10 of the official compilation of Codes, Rules and Regulations of the State of New York (10 NYCRR Part 73), Asbestos Safety Training, per New York State Department of Health.
6. New York State Department of Labor, Public Employee Safety and Health Bureau, PESH Act.
7. AWWA Manual M28, Rehabilitation of Water Mains.
8. AWWA Manual M9, Concrete Pressure Pipe.
9. NSF/ANSI Standard 61.
10. Underwriter's Laboratories (UL).
11. International Organization for Standardization (ISO).
12. Factory Mutual Research Corporation.
13. Clean Air Act (CAA).

14. Safe Drinking Water Act (SDWA).
15. ANSI Z88.2-80, Practices for Respiratory Protection.
16. ANSI Z9.2-79, Fundamentals Governing the Design and Operation of Local Exhaust Systems.
17. 29 CFR 1910.1001, "Asbestos" (OSHA).
18. 29 CFR 1910.1200, "Hazard Communication" (OSHA).
19. 29 CFR 1910.134, "Respiratory Protection" (OSHA).
20. 29 CFR 1910.145, "Specification for Accident Prevention Signs and Tags" (OSHA).
21. 29 CFR 1926, "Construction Industry" (OSHA).
22. 29 CFR 1926.500 "Guardrails, Handrails and Covers" (OSHA).
23. 40 CFR 61, Subpart A, "General Provisions" (EPA)
24. 40 CFR 61, Subpart M, "National Emission Standard for Asbestos" (USEPA).
25. 49 CFR 171-172, "Transportation Standards" (USDOT).
26. Occupational Safety and Health Administration.
27. United States Department of Transportation (USDOT).
28. USEPA 530-SW-85-007, Asbestos Waste Management Guidance.
29. Guidance Document (AGD-v2.0) on 12 NYCRR, Part 56.
30. New York State Department of Environmental Conservation (NYSDEC).
31. New York State Department of Health (NYSDOH).
32. New York State Department of Labor (NYSDOL).
33. New York State Department of Transportation (NYSDOT).

### 1.03 SUBMITTALS

- A. CONTRACTOR shall submit the following prior to the start of work:
  1. The number of years your organization has been working with asbestos cement pipe under your present name.
  2. Any projects similar to this project completed by your organization. Include all projects completed within the last three years and all projects completed for the Authority specifically within the last five years.
  3. List the names of any company that has operated under the umbrella of your organization and the projects that they have completed.
  4. A list of current employees who have completed appropriate asbestos training and copies of their current certificates identifying their qualifications.
  5. A letter from the CONTRACTOR, on company letterhead, stating that they are knowledgeable of all current local, state, and federal requirements regarding asbestos work, that all work will meet those requirements, and that all workers shall be protected against exposure as defined by OSHA. Letter shall have an original signature, signed by an officer of the company.
  6. Written procedures for field repairs of pipe, pipe handling, and disposal.

7. Project Close-out Submittals: Within 30 days of project completion, the CONTRACTOR shall submit 1 copy of the documents listed below to the ENGINEER and 1 set of documents shall be forwarded to the OWNER.
  - a. **Originals** of all waste disposal manifests, seals, and disposal logs.
  - b. OSHA compliance air monitoring records conducted during the work.
  - c. Daily progress log, including entry/exit log.
  - d. A list of all workers used in the performance of the project, including name, NYSDOL certification number and expiration date, and NYSDOH 2832 number and expiration date.
  - e. All documentation identifying that asbestos materials have been properly handled, secured, labeled, and disposed of properly at an approved facility capable of accepting asbestos materials.
  - f. Disposal site/landfill permit from applicable regulatory agency.
  - g. Final project notifications.
8. The CONTRACTOR shall submit a site-specific Health and Safety Plan for review prior to any work activities. The Health and Safety Plan shall include, but not be limited to, Workers' 40-hour OSHA training and 8-hour refresher training certification and copies of fit testing and medical clearance records.

#### 1.04 COMPETENT PERSON

- A. Prior to the start of work on any given day, CONTRACTOR shall designate one individual on site as the Competent Person.
- B. *Competent Person* means, in addition to the definition in 29 CFR 1926.32 (f), one who is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, who has the authority to take prompt corrective measures to eliminate them, as specified in 29 CFR 1926.32 (f): in addition, for Class I and Class II work who is specially trained in a training course which meets the criteria of EPA's Model Accreditation Plan (40 CFR 763) for supervisor, or its equivalent and, for Class III and Class IV work, who is trained in a manner consistent with EPA requirements for training of local education agency maintenance and custodial staff set forth at 40 CFR 763.92 (a)(2).
- C. The Competent Person shall have the authority to stop the work or change the work practices, as necessary, to insure compliance with all state and federal regulations.
- D. The Competent Person shall maintain all required logs for asbestos work and submit copies of all logs to ENGINEER and OWNER as requested, or at project completion.

- E. The Competent Person shall be responsible for worker and job site safety as required by all relevant asbestos regulations and OSHA requirements.
- F. The name(s) and contact phone number of the competent person shall be given to the ENGINEER and OWNER before the work is to begin.

#### 1.05 PERMITS AND COMPLIANCE

- A. The CONTRACTOR shall assume full responsibility and liability for compliance with all applicable federal, state, and local laws, rules, and regulations pertaining to work practices, protection of workers, authorized visitors to the site, and persons and property adjacent to the work areas.
- B. The CONTRACTOR shall perform asbestos related work in accordance with New York State (NYS) Industrial Code Rule 56, and 29 CFR 1926 as specified herein. Where more stringent requirements are specified, adherence is required to the more stringent requirements.
- C. The CONTRACTOR shall be responsible for all fees related to the asbestos abatement work, including, but not limited to, licenses; permits; project notifications; variance petitions, applications, and re-openings; and Worker certifications.
- D. The CONTRACTOR may, at their own cost, petition applicable regulatory agencies for, obtain and use site-specific variance(s) to conduct the asbestos abatement work. Should the CONTRACTOR choose to apply for any variance, all conditions and provisions of the site-specific variance are subject to the review and approval of the ENGINEER.

#### 1.06 PROJECT LOG BOOK

- A. Provide a permanently bound project log book. The log book shall contain, on the first page, the project name; name, address, and telephone number of OWNER; name, address, and telephone number of ENGINEER; name, address, and telephone number of the CONTRACTOR; and emergency numbers, including, but not limited to, local Fire/Rescue Department.
- B. All entries into the log shall be made in non-washable, permanent ink, and such pen shall be strung to or otherwise attached to the log to prevent removal from the log-in area. Under no circumstances shall pencil entries be permitted.
- C. All persons entering and exiting the Work area shall sign the log and include name, employer, NYSDOL certification number, and time of entrance and exiting.
- D. The Project Supervisor shall document all Work performed daily and note all visual assessments required by NYS Industrial Code Rule 56.

#### 1.07 PERSONAL PROTECTIVE EQUIPMENT

- A. All use of Personal Protective Equipment (PPE) shall be in compliance with applicable OSHA regulations and procedures.
- B. The minimum PPE is Level D Modified (hard hat, safety glasses, and steel-toed boots), at all times at the project site both inside and outside the work areas.
- C. Additional PPE is required to reduce exposure to asbestos. CONTRACTOR shall comply with all OSHA regulations throughout construction operations

#### 1.08 SIGNS AND LABELS

- A. Provide warning signs and barrier tapes at all approaches to the Work area. Locate signs at such distance that personnel may read the sign and take the necessary protective steps required before entering the area.
- B. Provide danger signs, 3-inch wide red barrier tape, and asbestos danger labels on all asbestos materials as required by regulations.

#### 1.09 POLYETHYLENE SHEETING

- A. Unless otherwise indicated, polyethylene sheeting used on this project shall be at least 6 mil fire retardant sheeting.
- B. Decontamination enclosure systems shall utilize at least 6 mil opaque fire retardant plastic sheeting.

#### 1.10 HEPA VACUUM EQUIPMENT

- A. All vacuuming performed in association with the abatement shall be conducted using HEPA-filter equipped industrial vacuums conforming to ANSI Z9.2.

#### 1.11 DISPOSAL BAGS, DRUMS, AND CONTAINERS

- A. Provide 6 mil polyethylene disposal bags printed with asbestos caution labels. Bags shall be also imprinted with USDOT required markings.

#### 1.12 SURFACTANT (AMENDED WATER)

- A. Wet all ACM prior to removal with surfactant mix, and apply in accordance with manufacturer's printed instructions.

#### 1.13 OTHER PRODUCTS OR MATERIALS

- A. Other products or materials that are required for use during abatement activities shall comply with local, state, and federal codes and regulations, if applicable. The CONTRACTOR is expected to furnish and utilize industry standard

equipment and materials. The CONTRACTOR shall not furnish equipment or materials that have been altered in such a manner that violates local, state, and/or federal codes and regulations, or presents unnecessary health and safety risk.

## PART 2 – MATERIALS – NOT USED

## PART 3 - EXECUTION

### 3.01 WORKING WITH ASBESTOS CEMENT PIPE (ACP)

#### A. Documentation.

1. The CONTRACTOR shall maintain a bound daily project log throughout the project. This daily project log will contain all of the pertinent events and daily inspections that occur throughout the project. The daily project log shall be updated daily and kept on-site throughout the project.
2. In addition to the daily project log, the CONTRACTOR shall maintain a project book, (required by ICR 56) that contains the remainder of documents that might be generated on the project including: daily sign in/out sheets; personal and environmental air sampling analysis; licenses; certifications and notifications.
3. All project documentation shall be kept on the site at all times and be made available upon verbal request of the Commissioner of Labor, their designated representatives, ENGINEER, OWNER, or any other enforcement agency that has jurisdiction over the asbestos work.

#### B. Setup Procedures.

1. The material is classified by definition under 40 CFR 61, Subpart M, Section 61.141 as Category II, non-friable ACM, unless, when dry, it can be crumbled, pulverized, or reduced to powder by hand pressure. At that time, it becomes classified as regulated ACM (RACM) and subject to regulation under Subpart M. It is the intent of this specification to define procedures that maintain the AC pipe in an intact state. CONTRACTORS shall not use procedures that subject the AC pipe to forces that will crumble, pulverize, or reduce to powder the AC pipe. By using procedures that have a low to no probability of fiber release, the pipe retains its classification as Category II, non-friable ACM. These procedures will protect workers from the health risk associated with airborne asbestos.
2. Prior to exposing the waterline, CONTRACTOR shall have all necessary materials for working around asbestos cement pipe on site.
3. CONTRACTOR shall properly secure the site, labeling the area and setting up a marked perimeter to minimize exposure for workers or visitors without PPE.
4. The Competent Person shall be on site at all times Work is progressing.



5. All Work shall be performed in such a manner as to minimize the risk of exposure to personnel and to minimize the risk of release of asbestos or asbestos-containing debris to the environment.
6. All Work shall be performed in strict accordance with the Project Documents and all governing codes, rules, and regulations. The information contained within this specification section will be considered part of the Project Documents. Where conflicts occur between the Project Documents and applicable codes, rules, and regulations, the more stringent procedure(s) shall apply.
7. The CONTRACTOR shall take notice, and make employees aware, of occupational safety hazards associated with the abatement work and other work being performed on-site. The CONTRACTOR shall comply with any site-specific training that may be required by the OWNER.
8. Performance of the Work and preparation and processing of submittals shall be coordinated to comply with the overall project schedule and construction activities that are scheduled for the site, as specified in other applicable sections of the project Documents.
9. Title to Materials: ACM resulting from demolition work, except as otherwise indicated, shall remain the property of the OWNER. The CONTRACTOR is responsible for disposal, as specified, and maintaining records of disposal.

C. Removal of Asbestos-Containing Materials.

1. Perform all asbestos removal work using wet removal procedures. Mix and apply surfactant in accordance with manufacturer's written instructions. Dry removal procedures are not permitted.
2. Sufficiently wet asbestos materials with a low pressure, airless, fine spray of amended water to ensure full penetration prior to ACM removal. Re-wet materials that do not display evidence of saturation.
3. All removed material shall be placed into 6 mil plastic disposal bags or other suitable container upon detachment from the substrate or whenever there is enough accumulation to fill a single bag or container. Maintain work area surfaces free of accumulation of asbestos debris.
4. Power or pressure washers are not permitted for asbestos removal or clean-up procedures.
5. All construction and demolition debris determined by the ENGINEER to be contaminated with asbestos shall be handled and disposed of as asbestos waste.
6. Should the area beyond the Work area become contaminated with ACM or elevated fiber levels, immediately stop work and institute emergency procedures. Contaminated non-work areas shall be isolated and subsequently decontaminated in accordance with procedures established for asbestos removal. All costs incurred from decontaminating such non-work areas and the contents thereof shall be borne solely by the CONTRACTOR, at no additional cost to the OWNER.

7. Spoils are to be gently placed in trucks or on ground and not dropped, to minimize dust creation.
8. The Competent Person shall oversee all work being performed and direct the work, as necessary, to insure all regulations and safety requirements are being met.
9. Backfill should be installed into the excavation carefully, to reduce dust generation. Compaction of backfill should also involve wetting, to minimize dust generation.

D. Prohibited Work Practices and Engineering Controls.

1. CONTRACTOR shall not use procedures that subject AC pipe to forces that will crumble, pulverize, or reduce to powder the AC pipe.
2. The following work practices and engineering controls shall **not** be used for work related to AC pipe or for work which disturbs ACM regardless of asbestos exposure or the results of the Initial Exposure Assessments:
  - a. High-speed abrasive disc saws and sanders not equipped with point of cut ventilator or enclosures with HEPA filtered exhaust air.
  - b. Carbide-tipped cutting blades.
  - c. Electrical drills, chisels, and rasps used to make field connections in AC pipe.
  - d. Shell cutters used to cut entry holes in AC pipe.
  - e. A hammer and chisel without using wet techniques to remove pipe connections.
  - f. Compressed air used to remove asbestos or material containing asbestos.
  - g. Dry sweeping, dry shoveling, or other dry clean-up of dust and ACM debris.
  - h. Employee rotation as a means of reducing employee exposure to asbestos.

E. Decontamination Procedures.

1. The work area shall be properly decontaminated, to minimize transfer of asbestos fibers. Drop cloths, enclosures, and workers' PPE shall be appropriately cleaned with vacuums (with HEPA filtration), wetted as necessary to minimize dust generation, removed in an appropriate decontamination area, bagged, labeled, and disposed of properly.
2. Any asbestos materials removed from the work, (including pipe, drop cloths, used HEPA filters, etc.) shall be properly contained, labeled, and disposed of according to all state and federal regulations.

F. Disposal of Asbestos Waste.

1. All asbestos waste shall be stored, transported, and disposed of in accordance with the following regulations as a minimum.
  - a. NYSDEC 6 NYCRR Parts 360 and 364.
  - b. USEPA NESHAPS 40 CFR 61.
  - c. USEPA Asbestos Waste Management Guidance EPA/530-SW85.

G. Payment.

1. All costs for work involving asbestos cement pipe, including permitting, logging, and disposal, are included in the various pipe items.

END OF SECTION

## SECTION 15105

### POLYETHYLENE TUBING

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

A. Work Specified

The work specified shall include all labor, materials, tools, equipment, services and incidentals necessary to furnish and install new polyethylene tubing and fittings as shown, specified and required.

B. Related Work Specified Elsewhere

1. Section 15051 - Buried Piping Installation
2. Section 15120 - Piping Specialties and Accessories
3. Section 15140 - Testing and Disinfection

##### 1.02 QUALITY ASSURANCE

A. Manufacturer's Qualifications

1. Manufacturer shall have a minimum of 5 years experience producing polyethylene tubing, fittings and appurtenances, and shall show evidence of at least 5 installations in satisfactory operation.
2. Parts Interchangeability: It is the intent of these specifications that all materials furnished herein shall be compatible with similar materials of other manufacturers.

B. Reference Standards

1. AWWA C901 – Polyethylene (PE) Pressure Pipe and Tubing, ½ in. (13mm) through 3 in. (76 mm) for Water Service.
2. ANSI Z171.1 – American National Standard for Preferred Numbers.
3. ASTM D638 – Standard Test Method for Tensile Properties of Plastics.
4. ASTM D792 – Standard Test Methods for Density and Specific Gravity (Relative Density) of Plastics by Displacement.
5. ASTM D1238 – Standard Test Method for Melt Flow Rates of Thermoplastics by Extrusion Plastometer.
6. ASTM D1505 – Standard Test Method for Density of Plastics by the Density-Gradient Technique.
7. ASTM D1598 – Standard Test Method for Time-to-Failure of Plastic Pipe Under Constant Internal Pressure.
8. ASTM D1599 – Standard Test Method for Short Time Hydraulic Failure Pressure of Plastic Pipe, Tubing, and Fittings.
9. ASTM D1603 – Standard Test Method for Carbon Black in Olefin Plastics.

10. ASTM D2122 – Standard Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings.
11. ASTM D2239 – Standard Specification for Polyethylene (PE) Plastic Pipe (SIDR-PR) Based on Controlled Inside Diameter.
12. ASTM D2737 – Standard Specification for Polyethylene (PE) Plastic Tubing.
13. ASTM D2837 – Standard Test Method for Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials.
14. ASTM D3035 – Standard Specification for Polyethylene (PE) Plastic Pipe (DR-PR) Based on Controlled Outside Diameter.
15. ASTM D3350 – Standard Specification for Polyethylene Plastics Pipe and Fittings Materials.
16. ASTM D4218 – Standard Test Method for Determination of Carbon Black Content in Polyethylene Compounds by the Muffle-Furnace Technique.
17. ASTM F412 – Standard Technology Relating to Plastic Piping Systems.
18. AWWA Manual of Water Supply Practices M55: *PE Pipe – Design and Installation*.
19. CSA B137.1 – Polyethylene Pipe, Tubing and Fittings for Cold Water Pressure Services.
20. NSF/ANSI 60 – Drinking Water Treatment Chemicals – Health Effects.
21. NSF/ANSI 61 – Drinking Water System Components – Health Effects.
22. PPI TR3 – Policies and Procedures for Developing Hydrostatic Design Basis (HDB), Pressure Design Basis (PDB), Strength Design Basis (SDB), and Minimum Required Strengths (MRS) Ratings for Thermoplastic Piping Materials for Pipe.
23. PPI TR4 – PPI Listing of Hydrostatic Design Basis (HDB), Strength Design Basis (SDB), Pressure Design Basis (PDB) and Minimum Required Strength (MRS) Ratings for Thermoplastic Piping Materials for Pipe.
24. Underwriter’s Laboratories (UL)
25. International Organization for Standardization (ISO)
26. National Fire Protection Association
27. 1996 Safe Drinking Water Act

### 1.03 SUBMITTALS

- A. Shop Drawings: Submit for approval the following:
  1. Detailed drawings and data on pipe, fittings and accessories.
  2. A materials list, which shall include full information regarding all components of the equipment. Materials of construction shall be presented in the listing.
  3. Any operations and maintenance information for polyethylene tubing.
- B. Submit certificates of compliance with the applicable referenced standards.

- C. Submit certificate of compliance with NSF/ANSI Standard 61 for all products under this section, including interior coatings, by an independent, authorized laboratory.
- D. Furnish delivery tickets indicating the pipe manufacturer, pipe type and class, identifying that the pipe was new and from a manufacturer that has been submitted and approved.

#### 1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. During delivery and handling, all materials shall be braced and protected from any distortion or damage; any such distortion or damage shall be basis for rejection of the materials.
- B. The materials shall be inspected before unloading. Materials that are found to be cracked, gouged, chipped, dented, or otherwise damaged will not be accepted.
- C. Interiors of pipe, fittings and appurtenances shall be kept free from dirt and foreign matter.
- D. Store pipe and fittings so they are not in contact with the ground.

### PART 2 - PRODUCTS

#### 2.01 MATERIALS

- A. All products, including interior coatings, shall be suitable for use in a potable water system.
- B. All products, including wetted parts, shall be certified to meet NSF/ANSI Standard 61.
- C. All polyethylene tubing shall be material code PE 3608, having a Pressure Class (PC) of 200, a Standard Dimension Ratio (SDR) of 9.0, and a Standard Internal Dimension Ratio (SIDR) of 7.0.
- D. All piping and fittings shall be designed for a working pressure and field hydrostatic test pressure as shown in Section 15051, Buried Piping Installation.
- E. All polyethylene tubing and accessories must be new materials in first-class condition. Used or recycled materials will not be allowed, regardless of condition.
- F. All polyethylene tubing shall meet the requirements of AWWA C901 and be appropriate for use in a potable water system.

#### 2.02 MARKING

- A. All items shall be marked or labeled with the following information:
  - 1. Material designation code.
  - 2. AWWA Pressure Class.
  - 3. Standard Dimension Ratio (SDR) and Standard Inside Dimension Ratio (SIDR).
  - 4. Size and schedule.
  - 5. ASTM specification number.
  - 6. Name and location of supplier.
- B. All polyethylene tubing shall include an attached metal tracer wire for locating tubing after installation.

## 2.03 JOINTING

- A. All joints shall conform to manufacturer's recommendations and shall be made by skilled workmen.
- B. Joints shall develop full strength and shall be stronger than the pipe joined.

## PART 3 - EXECUTION

### 3.01 GENERAL

- A. Refer to Section 15051 for piping installation.
- B. All connections to polyethylene tubing shall be watertight at operating pressure.
- C. Polyethylene Tubing
  - 1. Polyethylene tubing shall be installed in accordance with the applicable provisions of Section 02351, Excavation, Backfill and Trenching and Section 15051, Buried Piping Installation.
    - a. No coupling shall be allowed, especially under paved areas. Exception shall be based on the length of the service and the size of the coil of tubing provided and shall be only as allowed by ENGINEER.
    - b. Installation shall be suitable for open-cut or push or drill methods.
    - c. Install polyethylene tubing as per manufacturer's recommendations.
  - 2. Exposed polyethylene tubing shall be carefully erected and neatly arranged.
    - a. Polyethylene tubing shall be run parallel with walls inside structures and shall be pitched to drain.
    - b. Drain valves shall be installed at the low points of liquid filled systems.
    - c. Joints shall be fused, suitable for the pressure intended.

END OF SECTION



## SECTION 15107

### COPPER PIPE

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

A. Work Specified

The work specified shall include all labor, materials, tools, equipment, services and incidentals necessary to furnish and install new copper pipe and fittings as shown, specified and required.

B. Related Work Specified Elsewhere

1. Section 15051 - Buried Piping Installation
2. Section 15120 - Piping Specialties and Accessories

##### 1.02 QUALITY ASSURANCE

A. Manufacturer's Qualifications

1. Manufacturer shall have a minimum of 5 years experience producing copper pipe, fittings and appurtenances, and shall show evidence of at least 5 installations in satisfactory operation.
2. Parts Interchangeability: It is the intent of these specifications that all materials furnished herein shall be compatible with similar materials of other manufacturers.

B. Reference Standards

1. ASTM B32, Specification for Solder Metal
2. ASTM B42, Specification for Standard Size Seamless Copper Pipe
3. ASTM B68, Specification for Bright Annealed Seamless Copper Tube
4. ASTM B75, Specification for Seamless Copper Tube
5. ASTM B88, Specification for Seamless Copper Water Tube
6. ASTM B302, Specification for Threadless Copper Pipe
7. ASTM B306, Specification for Copper Drainage Tube (DWV)
8. NSF/ANSI Standard 61
9. Underwriter's Laboratories (UL)
10. International Organization for Standardization (ISO)
11. Factory Mutual Research Corporation
12. National Fire Protection Association
13. ASME, Boiler and Pressure Vessel Code
14. Federal Specification WW-P-377D(1), Pipe, Copper, Seamless Standard Sizes (S/S by ASTM B42)
15. ANSI B16.22, Wrought Copper and Bronze Solder - Joint Pressure Fittings
16. 1996 Safe Drinking Water Act

### 1.03 SUBMITTALS

- A. Shop Drawings: Submit for approval the following:
  - 1. Detailed drawings and data on pipe, fittings and accessories.
  - 2. A materials list, which shall include full information regarding all components of the equipment. Materials of construction shall be presented in the listing.
  - 3. Any operations and maintenance information for copper pipe.
- B. Submit certificates of compliance with the applicable referenced standards.
- C. Submit certificate of compliance with NSF/ANSI Standard 61 for all products under this section, including interior coatings, by an independent, authorized laboratory.
- D. Furnish delivery tickets indicating the pipe manufacturer, pipe type and class, identifying that the pipe was new and from a manufacturer that has been submitted and approved.

### 1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. During delivery and handling, all materials shall be braced and protected from any distortion or damage; any such distortion or damage shall be basis for rejection of the materials.
- B. The materials shall be inspected before unloading. Materials that are found to be cracked, gouged, chipped, dented, or otherwise damaged will not be accepted.
- C. Interiors of pipe, fittings and appurtenances shall be kept free from dirt and foreign matter.
- D. Store pipe and fittings so they are not in contact with the ground.

## PART 2 - PRODUCTS

### 2.01 MATERIALS

- A. All products, including interior coatings, shall be suitable for use in a potable water system.
- B. All products, including wetted parts, shall be certified to meet NSF/ANSI Standard 61.
- C. All piping and fittings shall be designed for a working pressure and field hydrostatic test pressure as shown in Section 15051, Buried Piping Installation.

- D. Copper pipe: Copper pipe shall conform to the requirements of ASTM B88 and Federal Specification WW-T-799a. Buried copper piping to maximum 2-inch diameter shall be type K, soft temper, suitable for use with flared fittings. Exposed copper piping shall be Type L hard temper tubing. Fittings shall conform to ANSI B16.22.
- E. All copper piping and accessories must be new materials in first-class condition. Used or recycled materials will not be allowed, regardless of condition.

## 2.02 MARKING

- A. All items shall be marked or labeled with the following information:
  - 1. Metal or alloy designation.
  - 2. Temper.
  - 3. Size and schedule.
  - 4. ASTM specification number.
  - 5. Name and location of supplier.

## 2.03 JOINTING

- A. All joints shall conform to manufacturer's recommendations and shall be made by skilled workmen.
- B. Joints shall develop full strength and shall be stronger than the pipe joined.

# PART 3 - EXECUTION

## 3.01 GENERAL

- A. Refer to Section 15051 for copper piping installation.
- B. All connections to copper piping shall be watertight at operating pressure.
- C. Copper Tubing
  - 1. Copper tubing shall be installed in accordance with the applicable provisions of Section 02351, Excavation, Backfill and Trenching and Section 15051, Buried Piping Installation.
    - a. Flared connections shall only be allowed for all buried fittings.
    - b. No coupling shall be allowed, especially under paved areas. Exception shall be based on the length of the service and the size of the coil of tubing provided and shall be only as allowed by ENGINEER.
    - c. Installation shall be suitable for open-cut or push or drill methods.
  - 2. Exposed copper tubing shall be carefully erected and neatly arranged.
    - a. Copper tubing shall be run parallel with walls inside structures and shall be pitched to drain.

- b. Drain valves shall be installed at the low points of liquid filled systems.
  - c. Joints shall be soldered suitable for the pressure intended.
- 3. Unions shall be provided on copper tubing systems with soldered joints.
  - a. Unions shall be located at control valves, solenoid valves, moisture and steam traps, other items of connected equipment and as shown on the Drawings.
  - b. Unions shall be of cast bronze or brass construction.
  - c. Dielectric unions shall be used when connecting copper tubing to ferrous metals.

END OF SECTION

## SECTION 15120

### PIPING SPECIALTIES AND ACCESSORIES

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

###### A. Work Specified

1. CONTRACTOR shall provide all labor, materials, equipment, tools, services, and incidentals necessary to furnish and install piping specialties and accessories as shown, specified and required. Included, but not limited to the following: couplings, repair clamps, joint clamps, service saddles, service fittings, water meter fittings, tile set, corporation stops, curb stops, and curb boxes.

###### B. Related Work Specified Elsewhere

1. Section 02316 - Select Granular Materials
2. Section 02351 - Excavation, Backfill and Trenching
3. Section 15107 - Copper Pipe

##### 1.02 QUALITY ASSURANCE

###### A. Manufacturer's Qualifications

1. Manufacturer shall have a minimum of 5 years of experience in the production of substantially similar types of piping specialties specified and shall show evidence of satisfactory service in at least 5 installations.
2. Parts Interchangeability: It is the intent of these specifications that all materials furnished herein shall be compatible with similar materials of other manufacturers.

###### B. Reference Standards

1. AWWA C104, Cement-Mortar Lining for Ductile Iron Pipe and Fittings for Water
2. AWWA C115, American National Standard for Flanged Ductile-Iron Pipe with Ductile-Iron Pressure Pipe and Fittings
3. AWWA C301, Prestressed Concrete Pressure Pipe, Steel-Cylinder Type, for Water and Other Liquids
4. AWWA C600, Standard for Installation of Ductile-Iron Watermains and Their Appurtenances
5. AWWA C605, Standard for Underground Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water
6. AWWA C651, Standard for Disinfecting Watermains
7. AWWA C800, Underground Service Line Valves and Fittings
8. AWWA C900, Polyvinyl Chloride (PVC) Pressure Pipe, 4-inch Through 12-inch for Water Distribution

9. ASTM A536, Standard Specification for Ductile Iron Castings
10. ASTM B92, Specification for Standard Size Seamless Copper Pipe
11. ASTM B62, Standard Specification for Composition Bronze or Ounce Metal Castings
12. ASTM D2000, Standard Classification System for Rubber Products in Automotive Applications
13. NSF/ANSI Standard 61
14. Underwriter's Laboratories (UL)
15. International Organization for Standardization (ISO)
16. Factory Mutual Research Corporation
17. 1996 Safe Drinking Water Act
18. ASTM B584 Standard Specification for Copper Alloy Sand Castings for General Applications.
19. NSF/ANSI Standard 372 Drinking Water System Components, Lead Content.

C. Compliance with Reduction of Lead in Drinking Water Act.

1. Commencing on January 4, 2014, the provisions of the federal Reduction of Lead in Drinking Water Act came into effect. Products that are connected to the potable water distribution system and in contact with potable water must adhere to the regulations set forth in the reduction of Lead in Drinking Water Act. Compliance with the law is required.

### 1.03 SUBMITTALS

A. Shop Drawings: Submit for approval the following:

1. Manufacturer's literature, illustrations, specifications, detailed drawings, data and descriptive literature on all piping specialties.
2. Deviations from Drawings and Specifications.
3. Engineering data including dimensions, materials, size and weight.
4. Fabrication, assembly, installation and wiring diagrams.

B. Operation and Maintenance Data: Submit complete manuals including:

1. Copies of all Shop Drawings, test reports, maintenance data and schedules, description of operation, and spare parts information.

C. Certificates:

1. Where specified or otherwise required by ENGINEER, submit test certificates.
2. The CONTRACTOR shall submit certificates of compliance with the applicable referenced standards.
3. Submit certificate of compliance with NSF/ANSI Standard 61 for all products under this section, including interior coatings, by an independent, authorized laboratory.

- D. Delivery Tickets:
  - 1. Furnish delivery tickets indicating the manufacturer, accessory type and class, identifying that the equipment was new and from a manufacturer that has been submitted and approved.

#### 1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. During delivery and handling, all materials shall be braced and protected from any distortion or damage; any such distortion or damage shall be basis for rejection of the materials.
- B. Handle all materials very carefully. Materials which are cracked, dented or otherwise damaged will not be accepted.
- C. The materials shall be inspected before and after unloading. Materials that are found to be cracked, gouged, chipped, dented or otherwise damaged will not be accepted.
- D. Interiors of pipe, fittings and accessories shall be kept free from dirt and foreign matter.
- E. Store piping specialties and accessories on heavy wood blocking or platforms as necessary so they are not in contact with the ground.
- F. Pipe, fittings, and specials shall be unloaded as necessary opposite to or as close to the place where they are to be used as is practical to avoid unnecessary handling.

### PART 2 - PRODUCTS

#### 2.01 MATERIALS

- A. General
  - 1. All products, including interior coatings shall be suitable for use in a potable water system.
  - 2. All products, including wetted parts, shall be certified to meet NSF/ANSI Standard 61.
  - 3. All piping specialties and accessories must be new materials in first-class condition. Used or recycled materials will not be allowed, regardless of condition.
- B. Couplings
  - 1. Sleeve Type, Flexible Couplings:
    - a. Material: Steel, with epoxy coated sleeve.
    - b. Gasket: Manufacturer's standard best quality for the service intended.

- c. Bolts and Nuts: Buried or submerged couplings shall be provided with Type 304 stainless steel or fluorocarbon coated bolts and nuts.
- d. Couplings shall be designed for a working pressure and field hydrostatic test pressure as identified in Section 15051, Buried Piping Installation.
- e. Harnessing:
  - 1) Harness couplings to restrain pressure piping. Couplings shall be designed for a working pressure and field hydrostatic test pressure as identified in Section 15051, Buried Piping Installation.
  - 2) Adjacent flanges shall be tied with bolts of corrosion resistant alloy steel. Provide flange mounted stretcher bolt plates and lugs as required and to be designed by coupling manufacturer, unless otherwise approved.
  - 3) Conform to dimensions, size, spacing and materials for lugs, bolts, washers and nuts as recommended by manufacturer and approved by ENGINEER for the pipe size, wall thickness and test pressure required. However, the following minimum bolting shall be provided if not specifically stated by the ENGINEER.

Pipe Diameter (In.)	Minimum Number of Bolts	Bolt Diameter (In.)	At (Degrees)
4	2	$\frac{5}{8}$	180
6-8	2	$\frac{3}{4}$	180
10-12	2	$\frac{7}{8}$	180
14-20	4	1	90
24-48	4	$1\frac{1}{2}$	90

- f. Remove pipe stop unless otherwise shown or specified.
- g. Couplings 16-inches to 24-inches shall be furnished as long laying lengths of 16-inches. Couplings over 24-inches shall be furnished as 10-inch lengths.
- h. Manufacturer:
  - 1) Dresser Industries, Style 138, for sizes up to 12-inches, Dresser Industries, Style 38, for sizes over 12-inches,
  - 2) Smith-Blair, Type 411, (or type 441 where specified),
  - 3) Or approved equal.
- 2. Hymax Coupling:
  - a. Material: Center sleeve shall be fabricated of high strength carbon steel tubing. Compression end rings to be either one bolt or two fabricated of carbon steel.



- b. Gasket: Two layered gaskets of which the inner ring is removable to expand the range of the coupling. Material shall be EPDM according to NSF61.
- c. Bolts and Nuts: Buried or submerged couplings shall be provided with type 304 stainless steel. Bolts to be coated with an anti-seize coating to prevent galling.
- d. Coating: Interior and exterior shall be provided with NFS-61 approved fusion bonded epoxy coating.
- e. Harnessing: as specified herein.
- f. To be used only when approved by ENGINEER.
- g. Manufacturer:
  - 1) Dresser Industries Style 262 for sizes up to 12-inches,
  - 2) Or approved equal.

C. Flanged Coupling Adapter

- 1. The body shall be ductile iron conforming to ASTM A536. The bolt circle, bolt size, and spacing shall conform to AWWA C115 flange drilling.
- 2. The follower gland shall be ASTM A536 ductile iron.
- 3. Gaskets and “O” rings shall be grade 30 standard.
- 4. Nuts and bolts shall be fluorocarbon coated or Type 304 stainless steel, high strength, low alloy.
- 5. Provide fusion bonded epoxy coating on the gasket ring and shop prime enamel on the body.
- 6. Flange coupling adapter shall not be provided with anchor studs, which are not allowed.
- 7. Flange coupling adapter shall be suitable for use on ductile or cast iron pipe to the outside diameter specified.
- 8. Flange coupling adapters shall be restrained as shown, specified, or required.
- 9. Manufacturer:
  - a. Smith-Blair, Style 912,
  - b. Dresser, Style 128,
  - c. Ford FFCA,
  - d. Hymax 2100,
  - e. Or approved equal.

D. Restrained Flanged Adapter

- 1. Restraint shall be accomplished by use of a gland that incorporates wedges that increase their resistance to pull out as pressure or external forces increase.
- 2. The restrained flange adapter shall be comprised of two rings made of ductile iron conforming to ASTM A536.
- 3. The restraining ring shall be suitable for flanges conforming to AWWA C115 flange drilling.

4. Nuts and bolts shall be fluorocarbon coated or Type 304 stainless steel, high strength, low alloy.
5. Torque limiting twist off nuts shall be used to insure the proper actuation of the wedges. When the nut is sheared off, a standard hex head shall remain.
6. Provide fusion bonded epoxy coating on the gasket ring and shop primer on the body.
7. Restrained flange adapter shall be suitable for use on ductile iron pipe.
8. Manufacturer:
  - a. EBAA Iron, Series 2100 Megaflange,
  - b. Or approved equal.

E. Repair Clamps

1. Repair clamps shall be full circle, 18-8 type 304 stainless steel single band provided in minimum length of 12 inches unless otherwise specified. Bands are to be single section for sizes to 12 inches and double sections for sizes over 12 inches.
2. Nuts and bolts shall be Type 304 stainless steel or fluorocarbon coated.
3. Ductile iron lugs shall be field removable.
4. Repair clamps with a separate keeper bar will not be accepted nor repair clamps with two bolts on a 7.5 inch full circle clamp.
5. Grade 60 gasket.
6. When ordered, provide tapped repair clamps with stainless steel outlet taps for corporation stops in CC (AWWA) thread.
7. Manufacturer:
  - a. Smith-Blair, Style 226, for sizes to 12 inches,  
Smith-Blair, Style 227, for sizes over 12 inches,  
Smith-Blair, 238 and 239 for tapped clamps,
  - b. Dresser, Style 360,
  - c. Ford, Style F1, for sizes to 12 inches,  
Ford, Style F2, for sizes over 12 inches,
  - d. Or approved equal.

F. Joint Clamps

1. Joint clamps shall be furnished to permanently stop or prevent leaks through the jointing materials of bell and spigot joints.
2. Clamp shall be fully adjustable to provide a close fit on the bell and spigot and shall be designed to be installed on pipes without interruption of water service.
3. Manufacturers standard rubber gasket shall shut the leak off when compressed by the spigot ring drawn up, in turn, by bolts connected to a bell ring.
4. Manufacturer:
  - a. Smith-Blair, Style #274,
  - b. Dresser, Style 160,
  - c. Or approved equal.

G. Service Saddles

1. Service saddles for iron, asbestos-cement pipe or Polyvinyl Chloride (PVC) pipe shall be as follows.
  - a. Bodies shall be brass alloy conforming to ASTM B62 (85-5-5-5) and a threaded outlet conforming to AWWA C800.
  - b. Straps shall be high quality silicon bronze, flattened to provide a wider bearing surface to the pipe and be of the double strap style.
  - c. Nuts shall be brass alloy as per ASTM B62.
  - d. Gasket shall be Buna-N rubber in accordance with ASTM D2000.
  - e. Manufacturer:
    - 1) Smith-Blair, Style 323,
    - 2) Ford, Style 202B,
    - 3) Or approved equal.
2. Service saddles for SP-5 and SP-12 prestressed concrete cylinder pipe shall be as follows.
  - a. The service saddle shall consist of a gland, yoke, double stainless steel strap, and gasket.
  - b. The assembly shall be so designed that the saddle must be installed on the pipe before the prestressing wires can be cut. The gland is to be a separate piece that is installed after the wires are cut and is held against the cylinder by bolting its flange to the flange on the saddle.
  - c. The body and outlet shall be ductile iron ASTM A 536. The outlet bolts shall be corrosion resistant, high strength, low alloy.
  - d. The double straps shall be Type 304 stainless steel 18-8.
  - e. The gasket shall be Buna-N rubber.
  - f. Coating shall be Fusion Epoxy.
  - g. Manufacturer:
    - 1) JCM Style 425,
    - 2) Or approved equal.

H. Services Fittings: Bronze Unions, Couplings and Adapters

1. General
  - a. Service fittings shall have a body cast from corrosion resistant bronze in accordance with ASTM B62 (85-5-5-5).
  - b. Connections shall meet applicable sections of AWWA C-800 and be suitable for flared connection to type K copper pipe.
2. Manufacturer:
  - a. Unions, copper to copper, three parts:
    - 1) Mueller Co #H-15400,
    - 2) Ford C22-XX,
    - 3) Or approved equal.
  - b. Unions, copper to copper, two parts:
    - 1) Mueller Co #H-15405,
    - 2) Ford C02-XX,
    - 3) Or approved equal.

- c. Eighth bend coupling with gasket:
  - 1) Mueller Co #H-15063,
  - 2) Ford LA02-XX,
  - 3) Or approved equal.
- d. Quarter bend coupling with gasket:
  - 1) Mueller Co #H-15068,
  - 2) Ford L02-XX,
  - 3) Or approved equal.
- e. Straight male adapter:
  - 1) Mueller Co #H-15425,
  - 2) Ford C28-XX,
  - 3) Or approved equal.
- f. Straight female adapter:
  - 1) Mueller Co #H-15450,
  - 2) Ford C21-XX,
  - 3) Or approved equal.

I. Water Meter Couplings, Flanges and Gaskets

- 1. Water Meter Coupling:
  - a. Meter couplings shall be bronze hex body with iron pipe thread and bronze nut drilled for wire seal.
  - b. Manufacturer:
    - 1) Ford #C38 Body Style A,
    - 2) Or approved equal.
- 2. Water Meter Flanges:
  - a. Meter flanges shall be bronze, tapped for iron pipe or have male iron pipe thread.
  - b. Manufacturer:
    - 1) Ford #6F or M; and, Ford #7F,
    - 2) Or approved equal.
- 3. Water Meter Gaskets:
  - a. Gaskets shall be  $\frac{1}{8}$ -inch thick, not reinforced rubber.
  - b. Manufacturer:
    - 1) Ford: #GT120R, #GT140 and #GT141,
    - 2) Or approved equal.

J. Water Meter Tile Set

- 1. The water meter tile set shall be rigid PVC, high insulating "R" value body meter box specially designated for buried meter applications.
- 2. The water meter tile set shall be designed such that the meter is easily accessible and braced for additional stabilization. No bottom is to be provided.
- 3. A closed-cell insulation pad or a double lid cover system shall be provided to prevent freezing.
- 4. The water meter tile set shall be suitable for a minimum depth of cover of 5 feet over the water service tubing.

5. A locking cast iron lid shall be furnished for each tile set.
  6. The water meter tile set shall be furnished complete with male I.P. thread inlet and outlet connections, full port angle key at meter inlet, dual check valve at meter outlet, coupling and fittings ready for a complete meter installation.
  7. Manufacturer:
    - a. Mueller/McCullough Thermo Coil Meter Box,
    - b. Ford Pit Setter – PD VHH-188-18-60 for  $\frac{5}{8}$ -inch x  $\frac{3}{4}$ -inch meters, Ford Pit Setter – PD VHH-488-20-60 for 1-inch meters,
    - c. Or approved equal.
- K. 1  $\frac{1}{2}$ -inch and 2-inch Water Meter Tile Set.
1. The water meter tile set shall be suitable diameter to allow for 1  $\frac{1}{2}$ -inch and 2-inch meters and shall be constructed of rigid PVC specially designated for buried meter applications.
  2. The water meter tile set shall be designed such that the meter is easily accessible and braced for additional stabilization. No bottom is to be provided.
  3. The water meter tile set shall be suitable for a minimum depth of cover of 5 feet over the water service tubing.
  4. A locking cast iron lid shall be furnished for each tile set. An insulation pad or double lid arrangement shall be provided to prevent freezing.
  5. The water meter tile set shall be furnished complete with male I.P. thread inlet and outlet connections, angle key valve at meter inlet, angle key valve at meter outlet, bypass piping with ball valve, flanged meter couplings, and fittings ready for a complete meter installation.
  6. Manufacturer:
    - a. Mueller/McCullough EZ-Vault Meter Setter,
    - b. Ford Pit Setter-PMBB-688-36HB-60 for 1  $\frac{1}{2}$ -inch meters, Ford Pit Setter-PMBB-788-36HB-60 for 2-inch meters,
    - c. Or approved equal.
- L. Corporation Stops
1. Corporation stops shall be furnished with bronze stem, washer, nut, body and key.
  2. Corporation stops shall be threaded to conform to AWWA C800 with standard corporation stop thread at the inlet. The outlet shall be fitted with coupling nut for flared tube service unless otherwise specified.
  3. Components shall be suitable for operating pressure meeting or exceeding AWWA C-800 criteria for high pressure application.
  4. Manufacturer:
    - a. Mueller: copper outlet, #B25000, for sizes  $\frac{3}{4}$ -inch through 1-inch, Mueller: copper outlet, #B25020, for sizes over 1-inch,
    - b. Ford: copper outlet, FB600, for sizes  $\frac{3}{4}$ -inch through 1-inch, Ford: copper outlet, FB600 with L02, for sizes over 1-inch,
    - c. Or approved equal.

M. Curb Stops

1. Curb stops shall be manufactured in accordance with AWWA C-800 and shall have all brass components conforming to 85-5-5-5 ASTM B62.
2. Curb stops shall be ball type, quarter turn to open or close, and shall be suitable for potable water service buried application.
3. Components shall be suitable for operating pressure meeting or exceeding AWWA C-800 criteria for high pressure application.
4. Manufacturer:
  - a. Mueller:
    - 1)  $\frac{3}{4}$ -inch through 2-inch copper to copper: B25204.
    - 2)  $\frac{3}{4}$ -inch through 2-inch copper to iron: B25174.
  - b. Ford:
    - 1)  $\frac{3}{4}$ -inch through 2-inch copper to copper: B22.
    - 2)  $\frac{3}{4}$ -inch through 2-inch copper to iron: B21,
  - c. Or approved equal.

N. Curb Boxes

1. Curb boxes shall be high quality cast-iron castings suitable for H20 loadings.
2. Boxes shall be two-piece adjustable depth with arch pattern base. An extension stem will not be allowed.
3. Valve box covers shall be marked "water" and shall be cast iron with a brass pentagon plug.
4. Manufacturer:
  - a. Bibby-LaPerle:
    - 1) For  $\frac{3}{4}$ -inch and 1-inch; 2 $\frac{1}{2}$ -inch shaft: V-009, size 95E,
    - 2) For 1 $\frac{1}{2}$ -inch and 2-inch; 4 $\frac{1}{4}$ -inch shaft: V-425, size 145R,
  - b. Hays,
  - c. Mueller,
  - d. Clow - a division of McWane, Inc.,
  - e. Tyler - a division of McWane, Inc.,

O. Valve Boxes

1. Valves installed in the ground shall be equipped with an adjustable screw type valve box, minimum 1 foot adjustment.
2. The valve box shall have a barrel with a base to fit the valve on which it is to be installed.
3. Valve boxes for gate valves shall be three piece screw type, 5 $\frac{1}{4}$ " shaft with No. 6 base and a valve box cover.
4. Valve boxes for butterfly valves shall be as noted above but without the base.
5. Valve boxes shall be high quality cast-iron castings suitable for HS-20 loadings.
6. All valve box parts must be compatible and interchangeable with Buffalo Pipe and Foundry Corp. valve boxes.

7. Valve box covers shall be marked “water” and shall fit properly in the barrel without movement.
  8. Manufacturer:
    - a. Bibby-LaPerle, (Figure V619 #CC),
    - b. Hays,
    - c. Tyler - a division of McWane, Inc.,
    - d. Sigma
- P. Insulation
1. Materials
    - a. Watermain, valves, water service piping and fittings and other appurtenances installed where depth of bury is less than 54 inches (4 feet, 6 inches) or where shown on the drawings, shall be fully wrapped with a closed cell polystyrene insulation.
- Q. Polyethylene Water Service Tubing.
1. Polyethylene water service tubing shall conform to the requirements of ASTM D 2737 and NSF approved and suitable for use in potable water systems. Tubing shall be SDR 9, 200 psi, copper tube size.
  2. Polyethylene tubing shall only be used when ordered by ENGINEER.

## 2.02 PAINTING

- A. Shop Painting
1. Clean and prime coat ferrous metal surfaces.
  2. All interior wetted ferrous surfaces of valves and appurtenances except finished or bearing surfaces shall be shop-painted with an approved epoxy paint system certified to NSF/ANSI Standard 61 for potable water and applied in accordance with the paint system manufacturer’s recommendations.
  3. Coat machined, polished and non-ferrous surfaces including gears, bearing surfaces and similar unpainted surfaces with corrosion prevention compound listed in NSF/ANSI Standard 61 and applied in accordance with the manufacturer’s recommendations. Maintain coating during storage and until equipment begins operation.

## 2.03 FITTINGS IN COMPLIANCE WITH REDUCTION OF LEAD IN DRINKING WATER ACT

- A. Low Lead Fittings
1. Commencing on January 4, 2014, the following items shall be in compliance with the Reduction of Lead in Drinking Water Act:
    - a. 2.01.H Service Fittings: Bronze Unions, Couplings, and Adapters.
    - b. 2.01.I Water Meter Couplings, Flanges, and Gaskets.
    - c. 2.01.L Corporation Stops.
    - d. 2.01.M Curb Stops.

2. Any product that comes into contact with potable water shall have a body made of “No-Lead Brass”, defined for this specification as either CDA/UNS Brass Alloys C89520 or C89833 in accordance with the chemical and mechanical requirements of ASTM B584 and AWWA C-800. This “No-Lead Brass” alloy shall not contain more than a maximum lead content of 0.25% by weight. All fittings shall be stamped or embossed with a mark or name indicating that the product is manufactured from “No-Lead” alloy.
3. The part numbers affected by the new law shall be amended accordingly:
  - a. Add the N suffix to Mueller, Co. part numbers.
  - b. Add the NL suffix to Ford part numbers.

### PART 3 - EXECUTION

#### 3.01 GENERAL

- A. Install piping specialties and accessories as shown on the Drawings and in accordance with the applicable requirements of Section 15051, Buried Piping Installation.

END OF SECTION



## SECTION 15400

### CREW LABOR AND EQUIPMENT

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. Scope:
  - 1. CONTRACTOR shall furnish all labor, equipment, and incidentals as specified and required to make repairs to water services and perform other related work when ordered.
  - 2. The use of crew labor and equipment shall be ordered by ENGINEER when an existing service is not functioning properly and a repair would suffice instead of a service replacement or when, at a specific site that is scheduled for a new service installation or replacement, it is so determined that it would be in the best interest of the Authority that a repair be performed in lieu of the new service installation or replacement.
  - 3. The use of crew labor and equipment may also be ordered by ENGINEER to perform other related work.
- B. Location of the Work:
  - 1. When ordered, the Work shall be performed in the Erie County Water Authority's franchised area and all water districts that the Authority operates under a lease-managed contract within Service Area #1.
- C. Adequate Crews Required:
  - 1. The CONTRACTOR is to provide, as hereafter set forth, a crew or crews and equipment as may be required to perform the ordered work.
- D. Time Is of the Essence:
  - 1. The CONTRACTOR is obligated to perform his work as expeditiously as possible.
- E. Materials to be Supplied:
  - 1. The Erie County Water Authority shall supply all waterline materials, fittings, and appurtenances necessary for repairs. CONTRACTOR shall provide select backfill and cold patch, unless otherwise ordered, and no additional payment will be made.
  - 2. The CONTRACTOR shall be responsible for obtaining the materials.

## 1.02 CREW LABOR AND EQUIPMENT

### A. Basic Crew:

1. The CONTRACTOR shall provide a repair crew consisting of labor and equipment, as follows:
  - a. One wheeled tractor front end loader and backhoe attachment with all accessories,  $\frac{3}{8}$  to 1 yard capacity.
  - b. One tool and equipment truck, one ton and over, fully equipped with all accessories and heavy duty revolving yellow lights. Truck shall have heavy duty commercial pump, tamper, cut off saw, lighting lamps to sufficiently light the work area, and ladder. The truck shall also have all necessary small tools such as, but not limited to: pipe wrenches, socket wrenches, open end wrenches, and ratchet wrenches of all sizes, also shovels, sledge hammers, pry bars, hammers, hoisting slings, chains, hacksaws, screw drivers, and any other tool required to do the work. The truck shall also have specialized equipment and tools required to make repairs to mains and  $\frac{3}{4}$ " to 2" services such as caulking tools, chisels, bursting wedges, tube cutters, flaring tools, pipe cutters, utility socket set pilot shut off tool for copper, pipe de-scaler, curb box cleaner, valve box cleaner, service box keys with pentagon nut key, gate valve key, hydrant wrenches, easy outs, and any other specialized tool required to do the work.
  - c. The truck shall be equipped or have readily available at the CONTRACTOR'S office the following specialized equipment: welding machine with accessories, D-S drilling machine, B-100 and A3 drilling and tapping machine complete with all accessories, melting pots, metal detector, M-scope line tracer, and any other specialized tool required to complete the work.
  - d. All tool and equipment trucks shall be fully equipped and in good condition at all times and it is understood that there will be no payment for any time lost for failure to have this equipment ready for use when needed. It is also understood that the repair crew will be fully competent in the use of all items.
  - e. One trailer for transporting tractor and/or picking up repair material complete with all accessories.
  - f. One skilled laborer, authorized for the operation of specialized equipment and who shall also perform any particular task necessary to perform repairs or related work on water services and mains.
  - g. One supplemental laborer to operate basic tools and equipment and provide general labor for pipe repair.

### B. Additional Equipment and Labor:

1. When so ordered, CONTRACTOR shall provide with the basic crew, the following:
  - a. One rear dump truck, 5 cubic yard capacity minimum, 6 wheels.
  - b. One skilled laborer, to operate same, as defined above.

- C. Included, with this item, shall be all related costs such as supervision, wages, benefits, operating cost, overhead, and profit.

## PART 2 - PRODUCTS (Not used)

## PART 3 - EXECUTION

- A. All work shall be performed with minimal disturbance to the existing surface conditions.
- B. The equipment supplied under this item shall be in good working condition as deemed by ENGINEER. No additional payment shall be made to CONTRACTOR for time spent in replacing or repairing malfunctioning equipment.
- C. CONTRACTOR is responsible for contacting the Underground Locating Service to mark the locations of existing utilities.
- D. Authority personnel shall direct the work at the site, but the CONTRACTOR shall be responsible for all County, State, and Federal safety requirements and codes including requirements of OSHA and code rule 16NYCRR Part 753. Included with this item shall be all costs for sheeting, shoring, steel plate, flagmen, cones, signs, arrow boards, flashers, fences, lighting, and any other device necessary to make repairs.

END OF SECTION

**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 Lavonya Lester, Director of Equal Employment Opportunity (ECWA) at (716) 685-8223.

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:**

<b><u>NAME OF FORM</u></b>	<b><u>PAGE NUMBER(S)</u></b>
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 \_\_\_\_\_

AUTHORIZED REPRESENTATIVE \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

PROJECT NAME \_\_\_\_\_

PROJECT NUMBER \_\_\_\_\_

I. List actions taken to identify, solicit, and contact Minority Business Enterprises (MBE) to bid on subcontracts on this project.

1. \_\_\_\_\_
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: _____ ADDRESS: _____ TELE NO. _____ IRS NO. _____				YES _____ NO _____	
NAME: _____ ADDRESS: _____ TELE NO. _____ IRS NO. _____				YES _____ NO _____	
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): \$ \_\_\_\_\_

V. Total Amount of Bid: \$ \_\_\_\_\_

VI. MBE Percent (%) of project bid: \_\_\_\_\_

VII. **YOU MUST ATTACH COPIES OF RELEVANT CORRESPONDENCE AND DOCUMENTS INCLUDING RETURN RECEIPTS.**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
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  
Cheektowaga, New York 14227

## 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. _____ | 6. _____  |
| 2. _____ | 7. _____  |
| 3. _____ | 8. _____  |
| 4. _____ | 9. _____  |
| 5. _____ | 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: \_\_\_\_\_

<b>MBE</b>	<b>PART B CONTRACT AMOUNT OF ESTIMATE</b>	<b>TOTAL EXPENDED TO DATE</b>	<b>ESTIMATED AMOUNT REMAINING</b>

\* 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**

**SMALL SERVICES CONTRACT, AREA #1**  
**FEBRUARY 1, 2021 THROUGH JANUARY 31, 2023**  
**PROJECT NO: 202100001**

Insurance specs:

The following minimum insurance requirements shall apply to vendors providing services to the Erie County Water Authority (the Authority). If a service or project, in the opinion of the Authority, represents an unusual or exceptional risk, the Authority 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.

Insurance Requirements:

**a. Workers Compensation:**

Part 1: Workers Compensation: Statutory

Part 2: Employers Liability: \$1,000,000.

Note: If New York State domiciled employees are used, coverage to be New York Statutory for both Parts 1 and 2

**b. New York Disability Benefits Liability:** Statutory coverage if New York State domiciled employees are used.

**c. Commercial General Liability:**

- \$2,000,000. General Aggregate
- \$2,000,000. Products/Completed Operations Aggregate
- \$1,000,000. Each Occurrence
- \$1,000,000. Personal Injury/Advertising Liability
- Erie County Water Authority to be scheduled as an Additional Insured for both on-going and completed operations (attach Additional Insured endorsement to Certificate of Insurance)
- Insurance to be primary and non-contributory

**d. Automobile Liability:**

- \$1,000,000. Each Accident
- Erie County Water Authority to be scheduled as an Additional Insured.

**e. Umbrella Liability:**

- \$5,000,000. Each Occurrence
- \$5,000,000. Aggregate
- Erie County Water Authority to be scheduled as an Additional Insured

**f. Contractor's Pollution Liability:**

- \$5,000,000. Per Claim
- \$5,000,000. Aggregate

- e. **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.

Certificates of Insurance to be provided to the Authority prior to start of work as follows:

ACORD 25 including copy of Additional Insured Endorsement Note: If coverage provided for NYS domiciled employees require Forms C 105.2 and DB 120.1 for Workers Compensation and NYS DBL.

Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be submitted to the Authority 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 the Authority 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 the Authority 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 the Authority, 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. Such insurance shall continue through the term of this Agreement and vendor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Acts Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that vendor has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

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 the Authority shall not be construed to relieve the outside vendor of any obligations, responsibilities or liabilities.

Certificates of Insurance should be e-mailed to [mmusarra@ecwa.org](mailto:mmusarra@ecwa.org) or mailed to Ms. Molly Jo Musarra, Claim 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 Ms. Musarra by e-mail or phone (716) 849-8465.

**APPENDIX C**  
**PREVAILING WAGE RATE SCHEDULE**  
**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 as 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

Roberta Reardon, Commissioner

Erie County Water Authority  
Jeffrey Sylvester, Distribution Engineer  
3030 Union Road  
Cheektowaga NY 14227

Schedule Year 2020 through 2021  
Date Requested 09/18/2020  
PRC# 2020009714

Location Various sites  
Project ID# 202100001  
Project Type New customer services 3/4" to 2" 02/01/2021 through 01/31/2023

### 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 2020 through June 2021. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website [www.labor.ny.gov](http://www.labor.ny.gov). Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: \_\_\_\_\_ Date Cancelled: \_\_\_\_\_

Name & Title of Representative: \_\_\_\_\_

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



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

## **Introduction**

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

## **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 ["Request for a dispensation to work overtime" form \(PW30\)](#) and ["4 Day / 10 Hour Work Schedule" form \(PW 30.1\)](#).

## **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.ny.gov](http://www.labor.ny.gov).

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

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website [www.labor.ny.gov](http://www.labor.ny.gov).

## **Payrolls and Payroll Records**

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

or provided, and Daily and weekly number of hours worked in each classification.

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

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

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

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

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

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

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

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

### **Withholding of Payments**

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

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

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

### **Summary of Notice Posting Requirements**

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



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

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

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

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

## **Apprentices**

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to 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

Roberta Reardon, Commissioner

Erie County Water Authority  
Jeffrey Sylvester, Distribution Engineer  
3030 Union Road  
Cheektowaga NY 14227

Schedule Year 2020 through 2021  
Date Requested 09/18/2020  
PRC# 2020009714

Location Various sites  
Project ID# 202100001  
Project Type New customer services 3/4" to 2" 02/01/2021 through 01/31/2023

### Notice of Contract Award

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

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

### Contractor Information

All information must be supplied

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

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



### **Social Security Numbers on Certified Payrolls:**

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

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

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

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, [www.labor.ny.gov](http://www.labor.ny.gov). <https://labor.ny.gov/formsdocs/ui/IA999.pdf>

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

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

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

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

## **Budget Policy & Reporting Manual**

# **B-610**

### **Public Work Enforcement Fund**

*effective date December 7, 2005*

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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.







Required Notice under Article 25-B of the Labor Law

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

**The law says that you are an employee unless:**

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

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

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

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

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

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

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

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

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

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

**Employer Name:**

IA 999 (09/16)



# Attention Employees

## THIS IS A: **PUBLIC WORK PROJECT**

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

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](http://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) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5156		

\* 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](http://www.comptroller.nyc.gov) – click on Bureau of Labor Law.

Contractor Name: \_\_\_\_\_

Project Location: \_\_\_\_\_



## Requirements for OSHA 10 Compliance

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

### The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

## WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

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

#### Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

#### Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

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.

#### Paid Holidays

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

#### Overtime

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

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

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

#### Supplemental Benefits

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

#### Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website ([www.labor.ny.gov](http://www.labor.ny.gov)) 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

09/01/2020

**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 hours: 07/01/2020

Boilermaker \$ 35.10

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', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

#### SUPPLEMENTAL BENEFITS

Per hour: \$ 30.74\*

\*NOTE: \$29.50 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 at 12 Months

Terms 3-8 at 6 Months

Per Hour:

1st 65%

3rd 70%      4th 75%      5th 80%      6th 85%      7th 90%      8th 95%

Supplemental Benefits per hour:

All Terms \$ 30.74\*\*

\*\*NOTE: \$29.50 of this amount is for every Hour "Paid"

12-7

### Carpenter - Building

09/01/2020

**JOB DESCRIPTION** Carpenter - Building

**DISTRICT** 12

#### ENTIRE COUNTIES

Erie

#### PARTIAL COUNTIES

Cattaraugus: Townships of Persia and Perrysburg

#### WAGES

Per hour: 07/01/2020

Building:

Carpenter \$ 32.75

FloorLayer 32.75

Certified Welder 33.75

Hazardous Waste Worker 34.25

Diver-Dry Day 33.75

Diver Tender 33.75

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 PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

### SUPPLEMENTAL BENEFITS

Per hour worked:

Carpenter(s)	\$ 28.38
Diver(s)	28.38

### 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:  
Apprentices Indentured Prior to 01/01/2016 and  
Floorlayer Apprentices Indentured after 01/01/2016

1st	2nd	3rd	4th
50%	60%	70%	80%

Carpenter Apprentices Indentured After 01/01/2016

1st	2nd	3rd	4th	5th
50%	60%	65%	70%	80%

Supplemental Benefits per hour worked:

1st	2nd	3rd	4th	5th
\$12.00	\$12.00	\$14.65	\$14.65	\$14.65

12-276B-Cat

### Carpenter - Building / Heavy&Highway

09/01/2020

**JOB DESCRIPTION** Carpenter - Building / Heavy&Highway

**DISTRICT 2**

### ENTIRE COUNTIES

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

### PARTIAL COUNTIES

Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing west to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

### WAGES

Wages per hour:	07/01/2020	07/01/2021
		Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	\$ 31.48	\$ 1.15

Note - Does not include the operation of equipment. Please see Operating Engineers rates.

## SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 23.65

## OVERTIME PAY

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

## HOLIDAY

Paid: See (5) on HOLIDAY PAGE

Overtime: See (5, 6, 16) on HOLIDAY PAGE

Notes:

When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. When a holiday falls upon a Sunday, it shall be observed on the following Monday.

An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

## REGISTERED APPRENTICES

Wages per hour:

One year terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
55%	60%	70%	80%

Supplemental Benefits per hour:

1st year term	\$ 11.80
2nd year term	11.80
3rd year term	14.45
4th year term	14.45

2-42AtSS

## Carpenter - Heavy&Highway

09/01/2020

**JOB DESCRIPTION** Carpenter - Heavy&Highway

**DISTRICT** 12

## ENTIRE COUNTIES

Erie

## WAGES

Per hour: 07/01/2020

Carpenter	\$ 35.53
Certified Welder	37.03
Diver-Dry Day	36.53
Diver-Wet Day**	60.53
Diver Tender	36.53
Hazardous Material Worker	37.03
Piledriver	35.53
Millwright	37.03
Effluent & Slurry Diver-Dry Day	54.79
Effluent & Slurry Diver-Wet Day	90.97

Hazardous Waste Worker: Hazardous sites requiring personal protective equipment.

\*\* Diver rate applies to all hours worked on the day of dive.

Depth pay for divers:	0' to 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 PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

## SUPPLEMENTAL BENEFITS

Per hour worked:

Carpenter(s)	\$ 29.45
Diver(s)	29.45

**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:

Indentured Prior to 01/01/2016

1st	2nd	3rd	4th
55%	60%	70%	80%

Indentured After 01/01/2016

1st	2nd	3rd	4th	5th
55%	60%	65%	70%	80%

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

1st	2nd	3rd	4th
55%	60%	70%	80%

Supplemental benefits per hour worked:

1st	2nd	3rd	4th	5th
\$11.80	\$11.80	\$14.45	\$14.45	\$14.45

12-276HH-Erie

**Electrician**

**09/01/2020**

**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: 07/01/2020

Electrician\* \$ 36.49

\* 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: \$ 29.05\*

\* 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 to 2000 to 3500 to 5000 to 6500 to 8000  
\$ 13.50 \$ 14.60 \$ 16.40 \$ 20.05 \$ 25.55 \$ 29.20

Supplemental benefits per hour:

0 to 2000 to 6500 to 8200  
\$ 13.01\* \$ 23.55\* \$ 29.05\*

\* NOTE - add 3% of the posted straight time or applicable premium wage rate.

3-41

## Elevator Constructor

09/01/2020

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT** 3

### ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

### WAGES

Per hour:	07/01/2020
Elevator Constructor	\$ 51.44
Helper	36.01

**\*\* IMPORTANT NOTICE - EFFECTIVE 04/01/2009 \*\***

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday or Tuesday thru Friday.

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 PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

### SUPPLEMENTAL BENEFITS

Per hour: \$ 34.77

Note - add 6% of regular hourly rate for all hours worked.

### OVERTIME PAY

See (D, O) on OVERTIME PAGE

### HOLIDAY

Paid: See (5, 6, 15, 16) on HOLIDAY PAGE  
Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

### REGISTERED APPRENTICES

Wages per hour:

One year (1,700 hour each) terms at the following percentage of Journeyman's wage:

1st*	2nd	3rd	4th
55%	65%	70%	80%

Supplemental benefits per hour: \$ 34.77

\* 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

09/01/2020

**JOB DESCRIPTION** Glazier

**DISTRICT** 3

### ENTIRE COUNTIES

Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

### WAGES

Per hour:	07/01/2020	05/01/2021
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Glazier	\$ 27.50	Additional \$ 1.20
Working off Suspended Scaffold (Swing Stage)	28.50	1.20
Maintenance	17.21*	0.90

\* 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 PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeymen Glazier	\$ 23.37
Maintenance	14.83

**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
50%	55%	60%	65%	70%	75%	80%	90%

Supplemental benefits per hour:

1st & 2nd terms	\$ 8.00
3rd & 4th terms	8.85
All other terms	10.25

3-660

**Insulator - Heat & Frost**

**09/01/2020**

**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:	07/01/2020
Heat & Frost Insulator	\$ 34.15

**SUPPLEMENTAL BENEFITS**

Per hour:	\$ 24.69
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**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:

1st and 2nd \$ 19.64  
All other terms \$ 24.69

3-4

## Ironworker

09/01/2020

**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:	07/01/2020	07/01/2021 Additional
Structural	\$ 31.45	\$ 1.25
Ornamental	31.45	1.25
Layout	31.45	1.25
Rodmen	31.45	1.25
Reinforcing	31.45	1.25
Welders	31.45	1.25
Riggers & Mach. Movers	31.45	1.25
Curtain Wall Erector	31.45	1.25
Window Erector	29.10	1.25
Fence Erector	30.02	1.25

### SUPPLEMENTAL BENEFITS

Per hour:

Fence erectors \$ 28.05  
All others 29.55

### 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:

1st	2nd	3rd	4th
\$ 12.59	\$ 22.26	\$ 23.65	\$ 25.03

3-6

## Ironworker

09/01/2020

**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: 07/01/2020

Structural	\$ 30.90
Ornamental	30.90
Reinforcing	30.90
Rigger & Mach. Mover	30.90
Pre-Engineered	30.90
Fence Erector	30.90
Pre-Cast Erector	30.90
Welder	30.90
Window Erector	30.90

#### **SUPPLEMENTAL BENEFITS**

Per hour:

\$ 30.35

#### **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:

1st term	\$ 11.70
2nd term	19.19
3rd term	20.26
4th term	21.33

3-9

#### **Laborer - Building**

**09/01/2020**

**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: Wearing of replaceable cartridge respirator.

CLASS F: Asbestos Removal, Deleader.

CLASS G: Hazardous Waste Worker.

Per hour: 07/01/2020

Building Laborer:

CLASS A \$ 28.78

CLASS B 28.95

CLASS C	29.06
CLASS D	29.53
CLASS E	29.78
CLASS F	30.28
CLASS G	30.78

#### **SUPPLEMENTAL BENEFITS**

Per hour:

\$ 26.75

#### **OVERTIME PAY**

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

#### **HOLIDAY**

Paid: See (22) on HOLIDAY PAGE  
Overtime: See (5, 6) on HOLIDAY PAGE

#### **REGISTERED APPRENTICES**

Wages per hour:

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

0	to 500	to 1000	to 1500	to 2000	to 2500	to 3000	to 4000
	55%	60%	65%	70%	75%	80%	90%

Supplemental benefits per hour:

\$ 26.75

3-210b

#### **Laborer - Heavy&Highway**

**09/01/2020**

**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:	07/01/2020	07/01/2021
Heavy/Highway Laborer:		Additional
GROUP A	\$ 31.06	\$ 1.25
GROUP B	31.26	1.25
GROUP C	31.46	1.25
GROUP D	31.66	1.25

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

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

For use of replaceable cartridge respirator add \$1.00 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:	07/01/2020	07/01/2021
Sewer/Water Laborer:		
GROUP A	\$ 31.06	\$ 1.25
GROUP B	31.16	1.25
GROUP C	31.21	1.25
GROUP D	31.31	1.25
GROUP E	31.66	1.25
GROUP F	32.06	1.25

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

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

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:  
\$ 26.75

#### **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:

\$ 26.75

3-210h

#### **Laborer - Tunnel**

**09/01/2020**

**JOB DESCRIPTION** Laborer - Tunnel

**DISTRICT** 3

#### **ENTIRE COUNTIES**

Erie

#### **WAGES**

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

CLASS B: Air Spade, Jackhammer, Pavement Breaker.

CLASS C: Top Bell.

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

CLASS E: Powder Monkey.

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

CLASS G: Steel Erectors, Piledriver, Rigger.

Per hour:	07/01/2020	07/01/2021
Tunnel Laborer:		Additional
CLASS A	\$ 32.56	\$ 1.25
CLASS B	32.71	1.25
CLASS C	32.81	1.25
CLASS D	33.31	1.25

CLASS E	33.41	1.25
CLASS F	33.81	1.25
CLASS G	33.66	1.25

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

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

For use of replaceable cartridge respirator add \$1.00 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:

\$ 26.75

#### 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:

\$ 26.75

3-210t

#### Lineman Electrician

09/01/2020

**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)

07/01/2020

Lineman, Technician	\$ 53.50
Crane, Crawler Backhoe	53.50
Welder, Cable Splicer	53.50
Digging Mach. Operator	48.15
Tractor Trailer Driver	45.48
Groundman, Truck Driver	42.80
Equipment Mechanic	42.80
Flagman	32.10

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)

Lineman, Technician	\$ 53.50
Crane, Crawler Backhoe	53.50
Cable Splicer	58.85
Certified Welder -	
Pipe Type Cable	56.18

Digging Mach. Operator	48.15
Tractor Trailer Driver	45.48
Groundman, Truck Driver	42.80
Equipment Mechanic	42.80
Flagman	32.10

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)

Lineman, Tech, Welder	\$ 54.82
Crane, Crawler Backhoe	54.82
Cable Splicer	60.30
Certified Welder -	
Pipe Type Cable	57.56
Digging Mach. Operator	49.34
Tractor Trailer Driver	46.60
Groundman, Truck Driver	43.86
Equipment Mechanic	43.86
Flagman	32.89

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)

Lineman, Tech, Welder	\$ 56.01
Crane, Crawler Backhoe	56.01
Cable Splicer	56.01
Digging Mach. Operator	50.41
Tractor Trailer Driver	47.61
Groundman, Truck Driver	44.81
Equipment Mechanic	44.81
Flagman	33.61

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 %

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. 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 PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

#### **SUPPLEMENTAL BENEFITS**

Per hour worked (also required on non-worked holidays):

The following SUPPLEMENTAL BENEFITS apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.

Journeyman	\$ 24.90
	*plus 6.75% of hourly wage

\*The 6.75% 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.

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

## HOLIDAY

Paid See ( 5, 6, 8, 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 at the following percentage of the applicable Journeyman Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

6-1249a

## Lineman Electrician - Teledata

09/01/2020

**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, stopping at first point of attachment (demarcation).

	07/01/2020	01/01/2021
Cable Splicer	\$ 33.77	\$ 34.78
Installer, Repairman	\$ 32.05	\$ 33.01
Teledata Lineman	\$ 32.05	\$ 33.01
Tech., Equip. Operator	\$ 32.05	\$ 33.01
Groundman	\$ 16.99	\$ 17.50

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED:

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 5.06	\$ 5.06
	*plus 3% of wage paid	*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

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

## Lineman Electrician - Traffic Signal, Lighting

09/01/2020

**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, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/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: 07/01/2020

Lineman, Technician	\$ 46.20
Crane, Crawler Backhoe	46.20
Certified Welder	48.51
Digging Machine	41.58
Tractor Trailer Driver	39.27
Groundman, Truck Driver	36.96
Equipment Mechanic	36.96
Flagman	27.72

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

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%

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. 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 PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 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	\$ 24.90
	*plus 6.75% of hourly wage

\*The 6.75% 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.

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

## HOLIDAY

Paid: See ( 5, 6, 8, 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.

	07/01/2020
1st term	\$ 27.72
2nd term	30.03
3rd term	32.34
4th term	34.65
5th term	36.96
6th term	39.27
7th term	41.58

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

6-1249a-LT

## Lineman Electrician - Tree Trimmer

09/01/2020

**JOB DESCRIPTION** Lineman Electrician - Tree Trimmer

**DISTRICT 6**

### ENTIRE COUNTIES

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

### WAGES

Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also would include stump removal near underground energized electrical lines, including telephone and CATV lines.

Per hour:	07/01/2020	01/03/21	01/02/22	01/01/23
Tree Trimmer	\$ 26.56	\$ 27.36	\$ 28.25	\$ 29.59
Equipment Operator	23.49	24.19	24.98	26.17
Equipment Mechanic	23.49	24.19	24.98	26.17
Truck Driver	19.56	20.15	20.80	21.79
Groundman	16.11	16.59	17.13	17.94
Flag person	11.61	11.96	12.35	12.94

### SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

Journeyman	\$ 9.98	\$ 9.98	\$ 10.23	\$ 10.48
	*plus 3% of hourly wage	*plus 3% of hourly wage	*plus 3% of hourly wage	*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

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.

Contractor is still responsible to pay the hourly benefit amount for each hour worked.

### HOLIDAY

Paid: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday.

All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

## Mason - Building

09/01/2020

**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:	07/01/2020
Plasterer	\$ 30.15

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

### SUPPLEMENTAL BENEFITS

Per hour:

\$ 21.49

### 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	to	7000	to	8000
\$		12.00	\$	14.00	\$	15.00	\$	16.00	\$	17.00	\$	18.00	\$	19.00	\$	20.00	\$	21.00

Supplemental benefits per hour:

Hour terms at the following dollar amounts:

0	to	4000	to	4700	to	5400	to	6000	to	8000
\$		2.50	\$	3.50	\$	4.50	\$	5.50	\$	7.50

3-9-Pltr

## Mason - Building

09/01/2020

**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: 07/01/2020

Building:

Bricklayer \$ 31.72

Stone Mason 31.72

Tuck Pointer 31.72

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 PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 30.11

### 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
\$ 25.37	\$ 25.70	\$ 27.42	\$ 29.92

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 11.65	\$ 17.52	\$ 22.00	\$ 25.71

5-3B-Z3

**Mason - Building / Heavy&Highway**

**09/01/2020**

**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: 07/01/2020

Cement Mason \$ 31.00  
Additional \$0.25 per hr for Swing scaffold or exterior scaffold 42' or higher.  
Additional \$1.00 per hr when required to wear respirator.

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 31.92

**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
\$ 15.63	\$ 17.19	\$ 20.25	\$ 23.31	\$ 26.44	\$ 29.56

Supplemental benefits per hour:

1st	2nd	3rd	4th	5th	6th
\$ 8.36	\$ 11.31	\$ 11.19	\$ 14.38	\$ 16.43	\$ 19.66

3-111Erie

**Mason - Heavy&Highway**

**09/01/2020**

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT 5**

**ENTIRE COUNTIES**

Allegany, Broome, Chautauqua, Chemung, Chenango, Cortland, Delaware, Genesee, Livingston, Monroe, Ontario, Orleans, Otsego, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

**PARTIAL COUNTIES**

Cattaraugus: Entire county except in the Township of Perrysburg and the Village of Gowanda only the Bricklayer classification applies.  
Erie: Only the Bricklayer classification applies.  
Niagara: Only the Bricklayer classification applies.

**WAGES**

Per hour:	07/01/2020	07/01/2021
Heavy & Highway:		Additional
Cement Mason	\$ 31.58	\$ 1.15
Bricklayer	31.58	

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 PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 22.93

**OVERTIME PAY**



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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:

1500 hour terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental benefits per hour:

1st term	\$ 14.13
2nd - 4th term	22.93

5-3h

**Mason - Tile Finisher**

**09/01/2020**

**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: 07/01/2020

Building:

Marble, Slate, Terrazzo \$ 29.31  
and Tile Finisher

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 PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 16.37

**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
\$ 18.79	\$ 21.31	\$ 24.13

Supplemental benefits per hour:

1st	2nd	3rd
\$ 8.54	\$ 10.61	\$ 12.37

5-3TF - Z3

**Mason - Tile Setter**

**09/01/2020**

**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: 07/01/2020  
Building:  
Marble, Slate, Terrazzo  
and Tile Setter \$ 32.25

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 PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

### SUPPLEMENTAL BENEFITS

Per hour: \$ 29.08

### 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
\$ 25.15	\$ 25.43	\$ 27.19	\$ 30.22

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 11.57	\$ 17.44	\$ 21.83	\$ 24.96

5-3TS - Z3

### Millwright

09/01/2020

**JOB DESCRIPTION** Millwright

**DISTRICT** 12

### ENTIRE COUNTIES

Erie, Genesee, Niagara

### WAGES

Per hour: 07/01/2020  
Building \$ 33.30  
Heavy & Highway\* 35.30

\*All Heavy & Highway Millwright construction will be paid at the rate indicated above. H/H work performed on hazardous waste sites where employees are required to wear protective gear shall receive an additional \$2.00 per hour over the Millwright H/H rate for all hours worked on the day protective gear was worn.

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

- Certified Welders shall receive \$1.75 per hour in addition to the current Millwright's rate provided he/she is directed to perform certified welding.
- If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a \$1.50 premium per hour.
- An employee performing the work of a machinist shall receive \$2.00 per hour in addition to the current Building Millwright's rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$0.50 per hour. This amount will increase to \$1.00 on 7/1/2020.

### SUPPLEMENTAL BENEFITS

Per hour Paid:

All Classifications \$29.85

### OVERTIME PAY

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

## HOLIDAY

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

## REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour worked:

1st	2nd	3rd	4th
\$11.80	\$ 24.48	\$ 26.27	\$ 28.06

12-1163-Gen/Nia/Orl/Wyo

## Operating Engineer - Building

09/01/2020

**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, Revinus Widener, Steam Boilers (if manning or license by local law is required), Steam Cleaner (when used for cleaning equipment on the job site), Welding Machine (1 machine over 300 amps or 2 or 3 machines regardless of amps).

Operating Engineer- Building:

Per hour: 07/01/2020  
Class A \$ 37.86

Class B	33.38
Crane(Up to 60 Tons)	40.86
" (61 to 199 Tons)	41.36
" (200 to 399 Tons)	41.86
" (400 Tons or more)	42.36

Additional \$5.00/hr. for Any Tower Crane

Additional \$2.50/hr. for Hazardous Work Site

Additional \$1.00/hr. for Tunnel Work

#### **SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyman \$ 30.70\*\*

\*\*Note: For Overtime Hours \$22.50 of this amount is paid a straight time, the remaining balance of \$8.20 is paid at the same premium as the wage.

#### **OVERTIME PAY**

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

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

#### **HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

#### **REGISTERED APPRENTICES**

Wages per hour:

1 year Terms

1st	2nd	3rd	4th
\$27.70	\$28.59	\$29.47	\$30.31

Supplemental benefits Per Hour:

All Apprentices \$29.80\*\*

\*\*Note: For Overtime Hours \$22.50 of this amount to be paid a straight time rate remaining balance of \$7.30 is paid at same premium as the wage.

12-17b

#### **Operating Engineer - Heavy&Highway**

**09/01/2020**

**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, Conveying Vehicles Conveying Engineer's Equipment, Core Drill, Crane, Crusher, Decontamination of Equipment, Derrick, Dragline, Dredge, Drill Rig (Tractor Mounted), Dual Drum Paver, Electric Pump used in conjunction with Well Point Systems, Elevating Grader (self propelled or towed), Elevator, Excavator (all purpose, hydraulically operated), Farm Tractor with Accessories, Fine Grade Machine, Forklift, Front End Loader, Gradall, Grader, Grout or Guniting Machine, Head Tower, Heavy Equipment Robotics Operator/Mechanic, Hoist (all types), Hoisting Engine, Horizontal Directional Drill Locator, Horizontal Directional Drill Operator, Hydraulic Boom, Hydraulic Hammer (self propelled), Hydraulic Pipe Jack Machine, (or similar type machine), Hydraulic Rock Expander (or similar type machine), Hydraulic System Pumps, Industrial Tractor, Jersey Spreader, Kolman Plant Loader (and similar type Loaders), Laser Screed, Locomotive, Log Skidder (similar type), Maintenance Engineer, Maintenance, Lubrication Unit or Truck, Mine Hoist, Mixer for Stabilized Base (self propelled), Monorail, Motorized Hydraulic Pin Puller, Motorized Hydraulic Seeder, Mucking Machine, Mulching Machine, Overhead Crane, Parts Chasing, Peine Crane (or similar type), Pile Driver, Plant Engineer, Pneumatic Mixer, Post Hole Digger and Post Driver, Power Broom, Pump Crete, Push Button Hoist, Push or Snatch Cat, Quarry Master (or equivalent), Road Widener, Rock Bit Sharpener (all types), Roller (all), Rolling Machine (Pipe), Rotomill, Scoopmobile, Shovel, Side Boom, Skidsteer/Bobcat (similar type), Skimmer, Slip Form Paver (CMI or similar, first and second operator), Snorkel/Vacuum Truck, Strato-Tower, Tire Truck & Repair, Towed Roller, Tractor Drawn Belt-Type Grader/Loader, Tractor Shovel, Tractor with Towed Accessories, Tractors (when using winch power), Trencher, Truck Crane, Tug Boats, Tunnel Shovel, Tube Finisher (CMI and similar), Vacuum Blasting Machine Operator/Mechanic, Vibratory Compactor, Vibro Tamp, Waterjet Cutting Tool System Operator/Mechanic (Ultra High Pressure), Well Drilling Machine, Well Point, Winch, Winch Truck with A Frame.

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

Operating Engineer- Heavy/Highway, Sewer/Water, Tunnel:

Per hour:	07/01/2020
Class A	\$ 39.89
Class B	35.39
Crane(boom over 100ft)	40.64
" (boom over 200ft)	40.89
" (boom over 300ft)	41.39

Additional \$3.00/hr. for Lattice Boom  
Additional \$3.00/hr. for Hydraulic Crane over 60 tons  
Additional \$2.50/hr. for Hazardous Work Site  
Additional \$1.00/hr. for Tunnel Work  
Additional \$3.00/hr. for Mandated Off-Shift Work

#### **SUPPLEMENTAL BENEFITS**

Per hour:

Journeymen \$ 32.01\*

\*Note: For Overtime Hours \$24.31 of the amount paid at straight time, the remaining balance of \$7.70 is paid at the same premium as the wage.

#### **OVERTIME PAY**

See (B, E, Q, T, \*V) on OVERTIME PAGE

#### **HOLIDAY**

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

\*, \*\* NOTE: If Holiday falls on a Sunday it will be celebrated on Monday

\*\*\*, \*\*\*\* NOTE: If employee works that Monday use "T" under Overtime Pay.

#### **REGISTERED APPRENTICES**

Wages per hour:

Apprentices at 1 year terms

1st	2nd	3rd	4th
\$32.39	\$33.39	\$34.39	\$35.39

## Supplemental Benefits

All Apprentices \$31.61\*

Note: For Overtime Hours \$24.31 of this amount is paid at straight time , the remaining balance of \$7.30 is paid at the same premium as the wage.

12-17 hh/sw/t

## Operating Engineer - Marine Dredging

09/01/2020

### JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

### ENTIRE COUNTIES

Albany, Bronx, Cayuga, Chautauqua, Clinton, Columbia, Dutchess, Erie, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Niagara, Orange, Orleans, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

### WAGES

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:	07/01/2020	10/01/2020
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 40.31	\$ 41.42
CLASS A2 Crane Operator (360 swing)	35.92	36.91
CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator	34.86	35.82
CLASS B2 Certified Welder	32.82	33.72
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	31.92	32.80
CLASS C2 Boat Operator	30.89	31.74
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	25.66	26.37

### SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

	07/01/2020	10/01/2020
All Classes A & B	\$11.58 plus 7.5% of straight time wage, Overtime hours	\$11.98 plus 8% of straight time wage, Overtime hours

	add \$ 0.63	add \$ 0.63
All Class C	\$11.28 plus 7.5% of straight time wage, Overtime hours add \$ 0.48	11.68 plus 8% of straight time wage, Overtime hours add \$ 0.48
All Class D	\$10.98 plus 7.5% of straight time wage, Overtime hours add \$ 0.33	11.38 plus 8% of straight time wage, Overtime hours add \$ 0.33

#### OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

### Operating Engineer - Survey Crew

09/01/2020

**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:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2020

Party Chief	\$ 42.64
Instrument Person	40.20
Rod Person	27.78

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	\$ 27.80
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#### OVERTIME PAY

See (B, E, P, T) on OVERTIME PAGE

#### HOLIDAY

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

#### REGISTERED APPRENTICES

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

07/01/2020

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

SUPPLEMENTAL BENEFITS per hour worked:

0-1000 Hrs	\$ 16.62
1001-2000 Hrs	19.40
2001-3000 Hrs	22.17

12-17D Sur

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**Operating Engineer - Survey Crew - Consulting Engineer****09/01/2020**

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**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:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2020

Party Chief	\$ 42.64
Instrument Person	40.20
Rod Person	27.78

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 27.80
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**OVERTIME PAY**

See (B, E, P, T) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2020

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

SUPPLEMENTAL BENEFITS per hour worked:

0-1000	\$ 16.62
1001-2000	19.40
2001-3000	22.17

12-17D Con Eng

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**Painter****09/01/2020**

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**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:	07/01/2020	05/01/2021 Additional
Basic Rate (Brush & Roll)	\$ 27.25	\$ 1.00
Spray painting, wallcovering	27.25	1.00
Abrasive and hydroblasting	27.25	1.00
Taping/DryWall Finisher	27.75	1.00
Skeleton Steel*	28.00	1.00

\* 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 PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

### SUPPLEMENTAL BENEFITS

Per hour:

\$ 25.54

### 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:

Painter/Decorator and Taper/Drywall Finisher:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 2.35	\$ 4.35	\$ 5.35	\$ 5.85	\$ 6.35	\$ 6.85	\$ 7.35	\$ 7.60

3-4-Buf, Nia, Olean

### Painter

09/01/2020

### 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:	07/01/2020	05/01/2021 Additional
Bridge	\$ 39.20	\$ 1.00
Tunnel	39.20	1.00
Tank*	37.20	1.00

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:

\$ 29.00

### 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:

1st & 2nd terms	\$ 5.50
3rd & 4th terms	5.50
5th & 6th terms	6.50

3-4-Bridge, Tunnel, Tank

### Painter - Metal Polisher

09/01/2020

**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

07/01/2020

Metal Polisher	\$ 36.33
Metal Polisher*	37.43
Metal Polisher**	40.33

\*Note: Applies on New Construction & complete renovation

\*\* Note: Applies when working on scaffolds over 34 feet.

### SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2020

Journeyworker:

All classification \$ 9.94

### OVERTIME PAY

See (B, E, P, T) on OVERTIME PAGE

### HOLIDAY

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

### REGISTERED APPRENTICES

Wages per hour:

One (1) year term at the following wage rates:

07/01/2020

1st year	\$ 16.00
2nd year	17.00
3rd year	18.00

1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54
1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

\*Note: Applies on New Construction & complete renovation

\*\* Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:

Per hour:

1st year	\$ 6.69
2nd year	6.69
3rd year	6.69

8-8A/28A-MP

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**Plumber****09/01/2020**

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**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, Dunkirk, 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: 07/01/2020

Plumber	\$ 36.63
Steamfitter	\$ 36.63

Note - Add 10% (ten-percent) to wage when HAZMAT training is required or when OSHA compliant respirator protection is required.

**SUPPLEMENTAL BENEFITS**

Per hour:

\$ 26.43

Note - \$3.60 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:

\$ 21.80

Note - \$3.60 of this amount must be paid at the same premium as the wage.

3-22-Buffalo, Niagara

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**Roofer****09/01/2020**

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**JOB DESCRIPTION** Roofer

**DISTRICT** 3

**ENTIRE COUNTIES**

Erie, Genesee, Niagara, Orleans, Wyoming

**WAGES**

Per hour:	07/01/2020	06/01/2021 Additional
Asbestos Removal	\$ 32.96	\$ 1.00
Slate, Tile	30.11	1.00
Precast tile / slabs	30.11	1.00
Crete / gypsum planks	30.11	1.00
Damp and waterproofer	29.96	1.00
Composition, spayers,	29.96	1.00
Asphalt mastic,	29.96	1.00
Steep roofers	29.96	1.00

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

15.0% for work from 4:30PM - 1:00AM or second shift

20.0% for work from 12:30AM - 9:00AM or third shift

**SUPPLEMENTAL BENEFITS**

Per hour:  
\$ 23.01

**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 499	to 999	to 1499	to 1999	to 2499	to 2999	to 3499	to 4499
60%	65%	70%	75%	80%	85%	90%	95%	

Supplemental benefits per hour:

0	to 499	to 999	to 1499	to 1999	to 2499	to 2999	to 3499	to 4499
\$ 8.21	\$ 8.21	\$ 12.34	\$ 12.54	\$ 20.32	\$ 20.99	\$ 21.66	\$ 22.34	

3-74

**Sheetmetal Worker**

**09/01/2020**

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT** 3

**ENTIRE COUNTIES**

Erie, Genesee, Niagara, Orleans, Wyoming

**WAGES**

Per hour:	07/01/2020	06/01/2021 Additional
Sheet Metal Worker	\$ 35.00	\$ 1.25

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

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

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

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

Shift Premium per hour:

Second Shift	\$ 3.25
Third Shift	\$ 5.00

**SUPPLEMENTAL BENEFITS**

Per hour:  
\$ 26.22\*

\* Note - \$16.52 of this amount must be paid at the same premium as the wages per overtime hours.

## OVERTIME PAY

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

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 16) on HOLIDAY PAGE

## REGISTERED APPRENTICES

Wages per hour:

One year terms at the following wage:

1st term	\$ 15.75
2nd term	20.50
3rd term	21.95
4th term	26.30
5th term	29.20

Supplemental benefits per hour:

1st term	\$ 15.59	Note - \$7.89 of this amount must be paid at the same premium as the wage.
2nd term	18.59	Note - \$10.89 of this amount must be paid at the same premium as the wage.
3rd term	23.52	Note - \$13.82 of this amount must be paid at the same premium as the wage.
4th term	24.42	Note - \$14.72 of this amount must be paid at the same premium as the wage.
5th term	25.02	Note - \$15.32 of this amount must be paid at the same premium as the wage.

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

Shift Premium per hour:

### Second Shift

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

### Third Shift

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

3-71

## Sprinkler Fitter

09/01/2020

**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	07/01/2020
Sprinkler	\$ 35.01
Fitter	

## SUPPLEMENTAL BENEFITS

Per hour

Journey person	\$ 26.62
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## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

## HOLIDAY

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

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

## REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following percentage of journeyperson's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 16.94	\$ 18.82	\$ 20.44	\$ 22.31	\$ 24.18	\$ 26.05	\$ 27.92	\$ 29.79	\$ 31.67	\$ 33.54

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.27	\$ 8.27	\$ 18.70	\$ 18.70	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95
1-669									

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<b>Teamster - Building / Heavy&amp;Highway</b>	<b>09/01/2020</b>
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**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: 07/01/2020

All GROUPS \$ 39.72

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

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:

\$ 14.68\*

\*Note - Only \$ 6.79 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

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<b>Teamster - Building / Heavy&amp;Highway</b>	<b>09/01/2020</b>
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**JOB DESCRIPTION** Teamster - Building / Heavy&Highway

**DISTRICT 3**

**ENTIRE COUNTIES**

Erie, Niagara

**WAGES**

Per hour: 07/01/2020

Dump Truck Operator\* \$ 23.25

\*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:

\$ 1.59

**OVERTIME PAY**

See (B, B2, Q) on OVERTIME PAGE

**HOLIDAY**

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

3-449d-DT

**Welder**

**09/01/2020**

**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 07/01/2020

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



- ( S1 ) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- ( T ) Triple the hourly rate for Holidays
- ( U ) Four times the hourly rate for Holidays
- ( V ) Including benefits at SAME PREMIUM as shown for overtime
- ( W ) Time and one half for benefits on all overtime hours.
- ( X ) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

## Holiday Codes

### PAID Holidays:

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

### OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- ( 1 ) None
- ( 2 ) Labor Day
- ( 3 ) Memorial Day and Labor Day
- ( 4 ) Memorial Day and July 4th
- ( 5 ) Memorial Day, July 4th, and Labor Day
- ( 6 ) New Year's, Thanksgiving, and Christmas
- ( 7 ) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- ( 8 ) Good Friday
- ( 9 ) Lincoln's Birthday
- ( 10 ) Washington's Birthday
- ( 11 ) Columbus Day
- ( 12 ) Election Day
- ( 13 ) Presidential Election Day
- ( 14 ) 1/2 Day on Presidential Election Day
- ( 15 ) Veterans Day
- ( 16 ) Day after Thanksgiving
- ( 17 ) July 4th
- ( 18 ) 1/2 Day before Christmas
- ( 19 ) 1/2 Day before New Years
- ( 20 ) Thanksgiving
- ( 21 ) New Year's Day
- ( 22 ) Christmas
- ( 23 ) Day before Christmas
- ( 24 ) Day before New Year's
- ( 25 ) Presidents' Day
- ( 26 ) Martin Luther King, Jr. Day
- ( 27 ) Memorial Day
- ( 28 ) Easter Sunday



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

**NYSDOL Bureau of Public Work Debarment List 07/28/2020**

**Article 8**

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	NYC	*****9839	A.J.S. PROJECT MANAGEMENT, INC.		149 FIFTH AVENUE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL	*****3344	ACT INC		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
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	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	*****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	DOL		AJ TORCHIA		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
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		AMADEO J TORCHIA	TORCHIA'S HOME IMPROVEMENT	10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	NYC		AMJAD NAZIR		2366 61ST ST BROOKLYN NY 11204	12/15/2016	12/15/2021
DOL	DOL		ANGELO F COKER			12/04/2018	12/04/2023
DOL	NYC		ANISUL ISLAM		C/O RELIANCE GENERAL CONS 644 OCEAN PARKWAYBROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	NYC		ANTHONY J SCLAFANI		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323	01/23/2017	01/23/2022
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3020	APCO CONTRACTING CORP		24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DOL		ARVINDER ATWAL		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
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	*****6683	ATLAS RESTORATION CORP.		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	NYC	*****5532	ATWAL MECHANICALS, INC		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****2591	AVI 212 INC.		260 CROPEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
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	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL		BARRY KINNEY		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020

**NYSDOL Bureau of Public Work Debarment List    07/28/2020**

**Article 8**

DOL	NYC	*****3915	BEACON RESTORATION INC		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****8551	BRANDY'S MASONRY		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL	*****1449	BRRESTORATION NY INC		140 ARCADIA AVENUE OSWEGO NY 13126	09/12/2016	09/12/2021
DOL	DOL		BRUCE MORSEY		C/O KENT HOLLOW SIDING LL 29A BRIDGE STREETNEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****0225	C&D LAFACE CONSTRUCTION, INC.		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARIBBEAN POOLS		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL		CARMEN RACHETTA		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL		CARMENA RACHETTA		8531 OSWEGO ROAD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	*****1143	CARMODY BUILDING CORP	CARMODY CONTRACTIN G AND CARMODY CONTRACTIN G CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****8809	CBE CONTRACTING CORP		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL	*****7655	CHAMPION CONSTRUCTION SERVICES CORP		2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		CHARLES ZIMMER JR		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
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		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023

**NYSDOL Bureau of Public Work Debarment List    07/28/2020**

**Article 8**

DOL	DOL		CHRISTOPHER PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****0671	CJ-HEARNE CONSTRUCTION CO		SUITE 204 131 PONCE DE LEON AVENUEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	DOL	*****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	NYC	*****2164	CREATIVE TRUCKING INC		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
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	NYC		DALJIT KAUR BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL		DANICA IVANOSKI		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		DAVID MARTINEZ		C/O EMPIRE TILE INC 6 TREMONT COURTHUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DEBBIE STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DEDA GAZIVODAN		C/O DAKA PLUMBING AND H 2561 ROUTE 55POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		DENNIS SCHWANDTNER		C/O YES SERVICE AND REPAIR 145 LODGE AVEHUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL		DF CONTRACTORS OF ROCHESTER, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DF CONTRACTORS, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DIMITRIOS KOUTSOUKOS		C/O ASTORIA GENERAL CONTR 35-34 31ST STREETLONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC		DIMITRIOS TSOUMAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	DOL		DOMENICO LAFACE		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****3242	DONALD R. FORSAY	DF LAWN SERVICE	1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
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 CONSTRUCTI ON	64 VICTORIA DRIVE B INGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	NYC		DUARTE LOPES		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL		E C WEBB		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025

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DOL	DOL		EARL L WILSON	WILSON BROTHER DRYWALL CONTRACTOR S	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	NYC	*****4269	EAST PORT EXCAVATION & UTILITIES		601 PORTION RD RONKONKOMA NY 11779	11/18/2016	11/18/2021
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL	*****3270	EMPIRE TILE INC		6 TREMONT COURT HUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL	*****7403	F & B PAINTING CONTRACTING INC		2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
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		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		FRANK BENEDETTO		C/O F & B PAINTING CONTRA 2 PARKVIEW AVENUEHARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL	*****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	NYC		FRANK MAINI		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	DOL		GALINDA ROTENBERG		C/O GMDV TRANS INC 67-48 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		GIOVANNI LAFACE		8531 OSWEGO RD BALDWINSVILLE NY 13027	02/03/2020	01/09/2023
DOL	NYC	*****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	DOL	*****5674	GMDV TRANS INC		67-48 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		GREAT ESTATE CONSTRUCTION, INC.		327 STAGG ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
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	NYC	*****3228	HEIGHTS ELEVATOR CORP.		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	DOL		HENRY VAN DALRYMPLE		2663 LANTERN LANE ATLANTA GA 30349	12/01/2015	12/01/2020
DOL	DOL	*****8282	IDEMA DEVELOPMENT INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020

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DOL	DOL	*****8282	IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****7001	INTEGRATED CONSTRUCTION & POWER SYSTEMS INC		SUITE 100 2105 W GENESEE STREETSYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL	*****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	AG		J A M CONSTRUCTION CORP		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JAMES B RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
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 LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RHYNDERS SR		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JASON W MILLIMAN		C/O ROCHESTER ACOUSTICAL P O BOX 799HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL	*****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JESSICA WHITESIDE		C/O BRRESTORATION NY INC 140 ARCADIA AVENUEOSWEGO NY 13126	09/12/2016	09/12/2021
DOL	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	AG	*****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	AG		JOSEPH FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	NYC		JOSEPH FOLEY		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL	*****9273	JOSEPH M LOVETRO		P O BOX 812 BUFFALO NY 14220	08/09/2016	08/09/2021
DOL	NYC		JOSEPH MARTINO		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002



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DOL	DOL	*****5062	K R F SITE DEVELOPMENT INC		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	NYC		K.S. CONTRACTING CORP.		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL	*****9732	KENT HOLLOW SIDING LLC		29A BRIDGE STREET NEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL		KIM SOROCENSKI		C/O SOLUTION MATTERS INC 198 NORWOOD ROADPORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL	*****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	AG	*****4643	LALO DRYWALL, INC.		221 OLD FORD ROAD NEW PLATZ NY 12561	05/20/2016	05/20/2021
DOL	DOL	*****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DA	*****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	AG	*****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	AG		LUIS MARTINEZ	LALO DRYWALL	211 MAIN ST. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL		M ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG	*****6957	M B DIN CONSTRUCTION INC		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	NYC	*****9590	MACK GLASSNAUTH IRON WORKS INC		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	DOL	*****1784	MADISON AVE CONSTRUCTION CORP		39 PENNY STREET WEST ISLIP NY 11795	11/02/2016	11/02/2021

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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	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		MARIACHI'S PIZZERIA		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL		MARK MIONIS		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	NYC		MARTINE ALTER		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		MARVIN A STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		MATINA KARAGIANNIS		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2023
DOL	DOL		MATTHEW IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****6416	MCCALL MASONRY		P O BOX 304 SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		MCLEAN "MIKKI BEANE"		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN "MIKKI" DRAKE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN M DRAKE-BEANE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSIONAL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSIONAL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	NYC	*****5330	METRO DUCT SYSTEMS INC		1219 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL		MICHAEL A PASCARELLA		SUITE 100 2105 WEST GENESEE STREET SYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	NYC		MICHAEL HIRSCH		C/O MZM CORP 163 S MAIN STREETNEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MICHAEL WILSON	WILSON BROTHER DRYWALL CONTRACTORS	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	*****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	AG		MOHAMMED N CHATHA		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	DOL	*****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229	09/24/2012	09/18/2020

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DOL	NYC	*****3826	MOVING MAVEN OF NY, INC.		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	NYC	*****3550	MOVING MAVEN, INC		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD PERVAIZ		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC	*****3613	MZM CORP		163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	NYC	*****4839	NEW YORK RIGGING CORP		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	NYC		NICHOLAS FILIPAKIS		7113 FORT HAMILTON PARKWA BROOKLYN NY 11228	12/09/2016	12/09/2021
DOL	DOL	*****6966	NORTH COUNTRY DRYWALL AND PAINT		23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	*****0065	NORTHEAST LANDSCAPE AND MASONRY ASSOC		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL	*****1845	OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC.		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	NYC	*****0818	ONE TEN RESTORATION, INC.		2366 61ST ST BROOKLYN NY 11204	12/15/2016	12/15/2021
DOL	NYC		ORSON ARROYO		C/O METRO DUCT SYSTEMS 12-19 ASTORIA BOULEVARDLONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	NYC		PARESH SHAH		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	NYC	*****9422	PELIUM CONSTRUCTION, INC.		22-33 35TH ST. ASTORIA NY 11105	12/30/2016	12/30/2021
DOL	DOL		PETER M PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL		PIERRE LAPORT		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	*****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	NYC	*****5771	PMJ ELECTRICAL CORP		7113 FORT HAMILTON PARKWA BROOKLYN NY 11228	12/09/2016	12/09/2021
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC	*****4532	PROFESSIONAL PAVERS CORP.		66-05 WOODHAVEN BLVD. REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DA	*****6817	QUADRANT METAL BUILDINGS LLC		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	NYC		RAMESHWAR ASU		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	01/30/2018	01/30/2023
DOL	AG	*****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	NYC	*****3461	RELIANCE GENERAL CONSTRUCTION INC		644 OCEAN PARKWAY BROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DA		RIANN MULLER		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	DOL	*****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023

**NYSDOL Bureau of Public Work Debarment List 07/28/2020**

**Article 8**

DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	*****9148	RICHARD TIMIAN	RICH T CONSTRUCTI ON	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL		ROBBYE BISSEAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		3 GAYLORD ST AUBURN NY 13021	11/15/2016	11/15/2021
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	NYC		ROBERT HOHMAN		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL	*****3859	ROCHESTER ACOUSTICAL CORP		P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	*****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	NYC		RODNEY SCOTT		201 HEMPSTEAD AVE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL		RYAN ALBIE		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	*****3347	RYAN ALBIE CONTRACTING INC		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	*****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****7730	S C MARTIN GROUP INC.		2404 DELAWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	NYC		SABIR MUHAMMED		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	DOL		SALVATORE A FRESINA			08/26/2016	08/26/2021
DOL	DOL		SAM FRESINA			08/26/2016	08/26/2021
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		SANDEEP BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	NYC	*****2117	SCOTT ELECTRICAL SERVICE, LLC.		201 HEMPSTEAD AVE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL	*****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	AG		SERGIO RAYMUNDO		109 DUBOIS RD. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	NYC	*****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	*****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023

**NYSDOL Bureau of Public Work Debarment List    07/28/2020**

**Article 8**

DOL	DOL	****4025	SOLUTION MATTERS INC		198 NORWOOD ROAD PORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL	****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	DOL	****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL	****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	NYC		STEVEN GOVERNALE		601 PORTION RD RONKONKOMA NY 11779	11/18/2016	11/18/2021
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		STEVEN P SUCATO		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	NYC	****9432	SUBLINK LTD		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	NYC	****5863	SUKHMANY CONSTRUCTION, INC.		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL	****9852	TAP STEEL INC		ROUTE 26 3101 P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL	****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	****8174	THE DALRYMPLE CORPORATION		UNIT 278 541 10TH STREET NWLANTA 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		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	****3453	TORCHIA'S HOME IMPROVEMENT		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	****8311	TRIPLE B FABRICATING, INC.		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL	****9407	TURBO GROUP INC		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL	****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	NYC		VALERIE VISCONTI		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	NYC	****7361	VIALE HOLDINGS, INC.	MOVING MAVEN	1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	DOL		VICTOR ROTENBERG		C/O GMDV TRANS INC 67048 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		VIKTAR PATONICH		2630 CROSEY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023

**NYSDOL Bureau of Public Work Debarment List    07/28/2020**

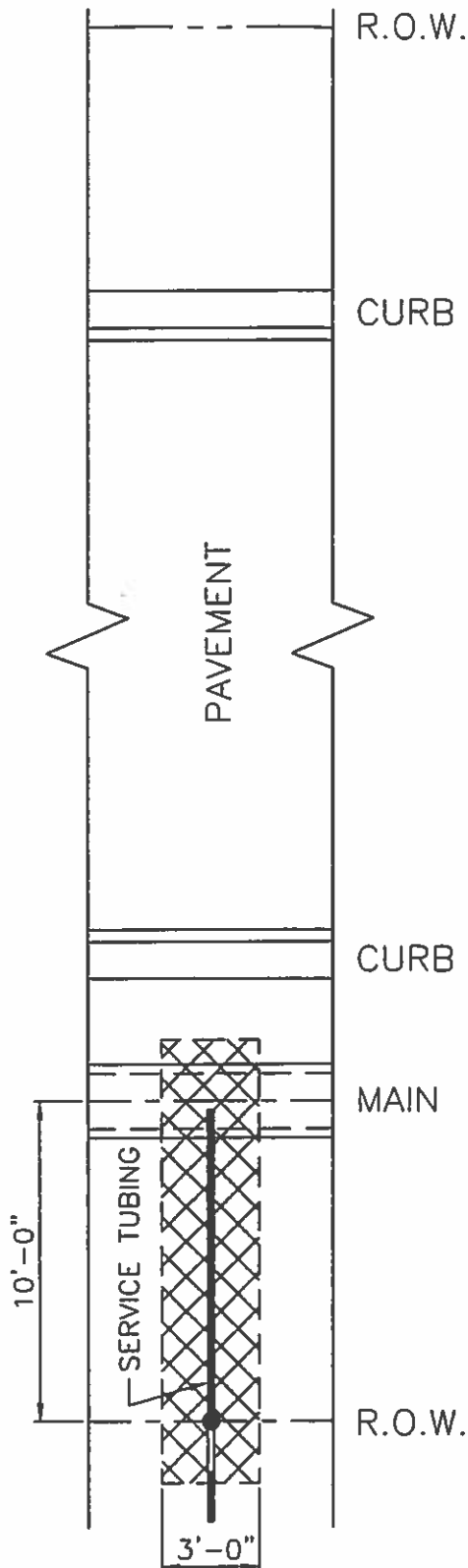
**Article 8**

DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		WAYNE LIVINGSTON JR	NORTH COUNTRY DRYWALL AND PAINT	23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM C WATKINS		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		WILLIAM DEAK		C/O MADISON AVE CONSTR CO 39 PENNY STREETWEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL	*****6195	WILSON BROTHER DRYWALL CONTRACTORS		36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	*****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL	*****7345	YES SERVICE AND REPAIRS CORPORATION		145 LODGE AVE HUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7ABROOKLYN NY 11229	09/24/2012	09/18/2020
DOL	NYC		ZAKIR NASEEM		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	NYC	*****8277	ZHN CONTRACTING CORP		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022

**APPENDIX D**

**DRAWINGS**

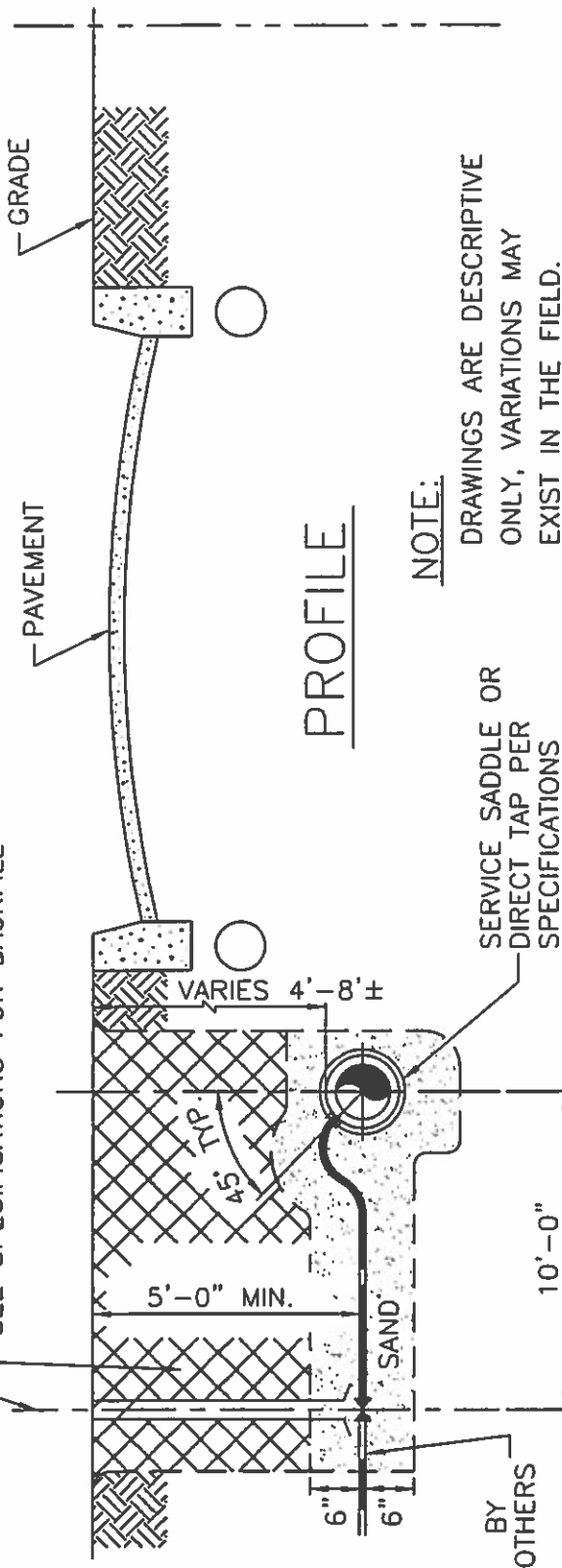
**ERIE COUNTY WATER AUTHORITY**



# PLAN

INSTALLATION OF CURB BOX  
AND CURB STOP INCLUDED  
IN ITEM #1A1,1A2,1B1,1B2,1C1 & 1C2

SEE SPECIFICATIONS FOR BACKFILL



# PROFILE

NOTE:

DRAWINGS ARE DESCRIPTIVE  
ONLY, VARIATIONS MAY  
EXIST IN THE FIELD.

SERVICE SADDLE OR  
DIRECT TAP PER  
SPECIFICATIONS

ITEM #1A1,1A2,1B1  
1B2,1C1, & 1C2

BY  
OTHERS

Drawn	: RVS	Date	: 6/21/94
Revised	: NGS	Date	: 11/03/06
Checked	: JKE	Date	: 6/04/99
Job No.	: -	DWG.	: 1 of 1
Scale	: None		



ERIE COUNTY  
WATER AUTHORITY  
BUFFALO, NEW YORK



## TYPICAL DETAILS

## BASIC SERVICE INSTALLATION

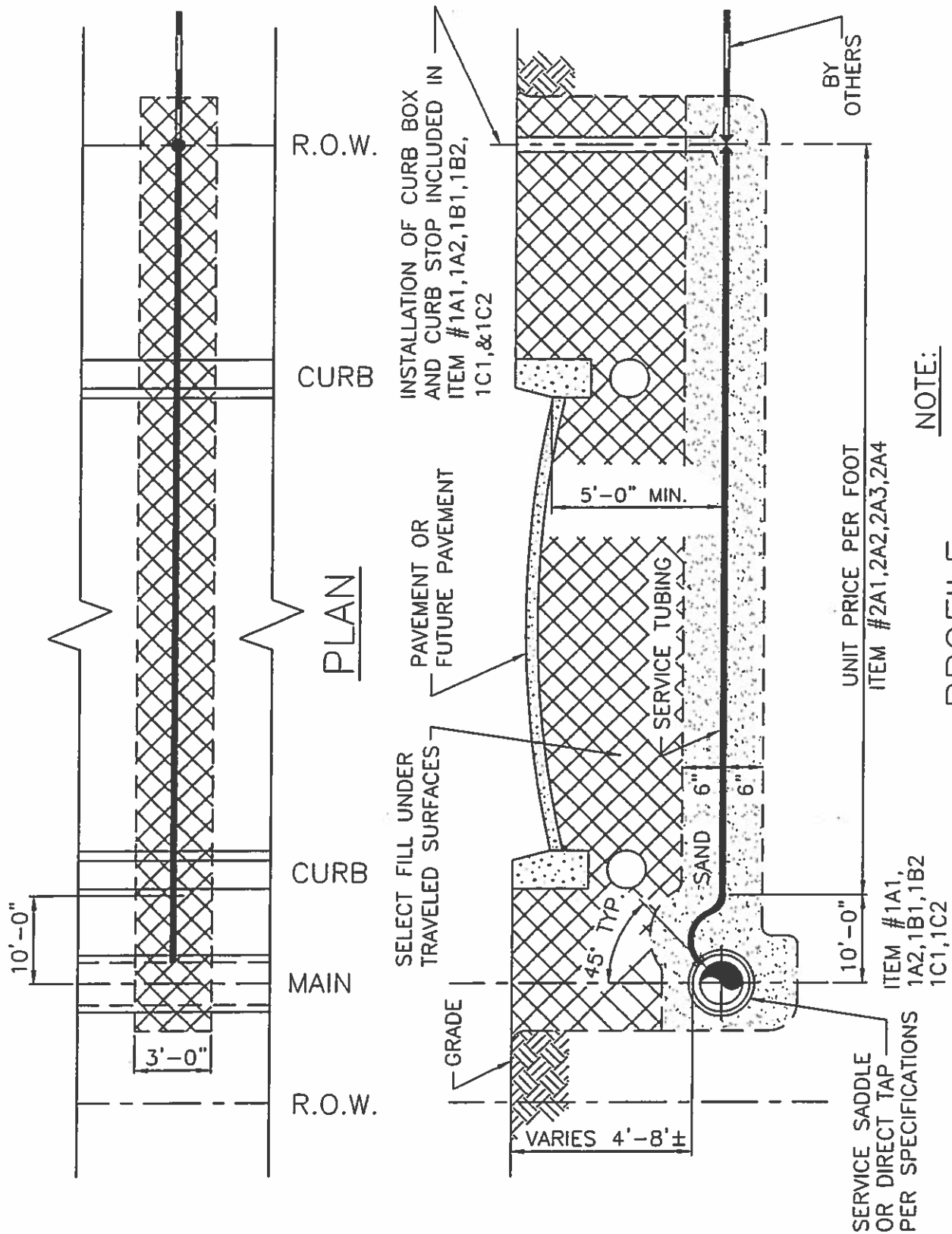
ITEM #1A1, 1B1 & 1C1 3/4" & 1"  
ITEM #1A2, 1B2 & 1C2 1-1/2" & 2"

CAD File No : i:\PCSTUFF\DRAWING\DETAILS\A4-26A

Drawing No :

A4-26A





Drawn	: RVS	Date	: 6/04/99
Revised	: NGS	Date	: 11/03/06
Checked	: JKE	Date	: 6/04/99
Job No.	: -	DWG.	: 1 of 1
Scale	: None		



**ERIE COUNTY**

**WATER AUTHORITY**

BUFFALO, NEW YORK

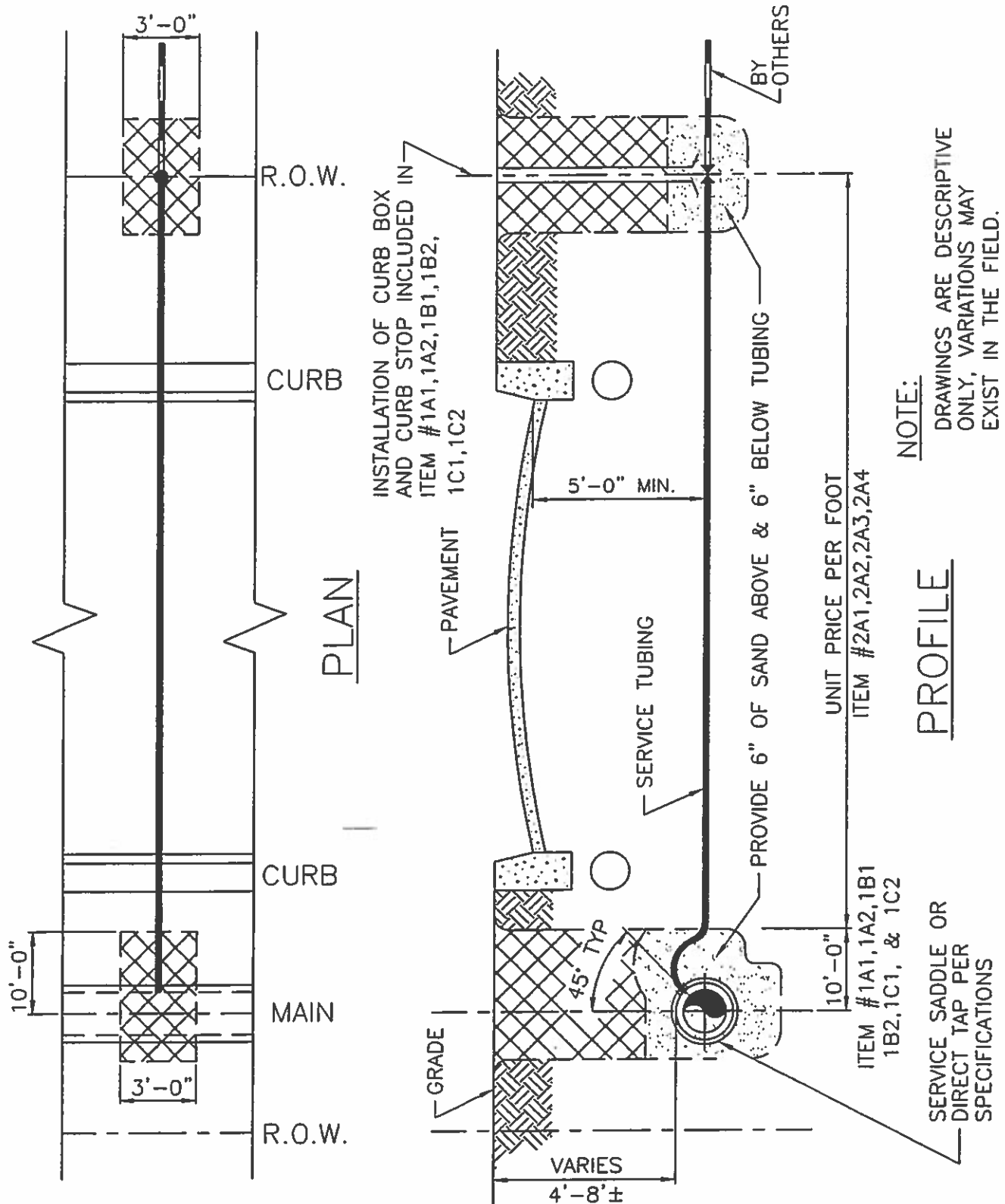
TYPICAL DETAILS OF SERVICE TUBING  
IN PAVEMENT, OR FUTURE PAVEMENT,  
BY OPEN CUT METHOD

ITEM #2A1,2A3 3/4" & 1"  
ITEM #2A2,2A4 1-1/2" & 2"

CAD File No : I:\PCSTUFF\RAFT\DETAILS\A4-26B

Drawing No :

A4-26B



Drawn	: RVS	Date	: 6/04/99
Revised	: NGS	Date	: 11/03/06
Checked	: JKE	Date	: 6/04/99
Job No.	: -	DWG.	: 1 of 1
Scale	: None		

TYPICAL DETAILS  
 SERVICE TUBING INSTALLED BY PUSHING  
 OR BORING  
 ITEM #2A1, 2A3 3/4" & 1"  
 ITEM #2A2, 2A4 1-1/2" & 2"

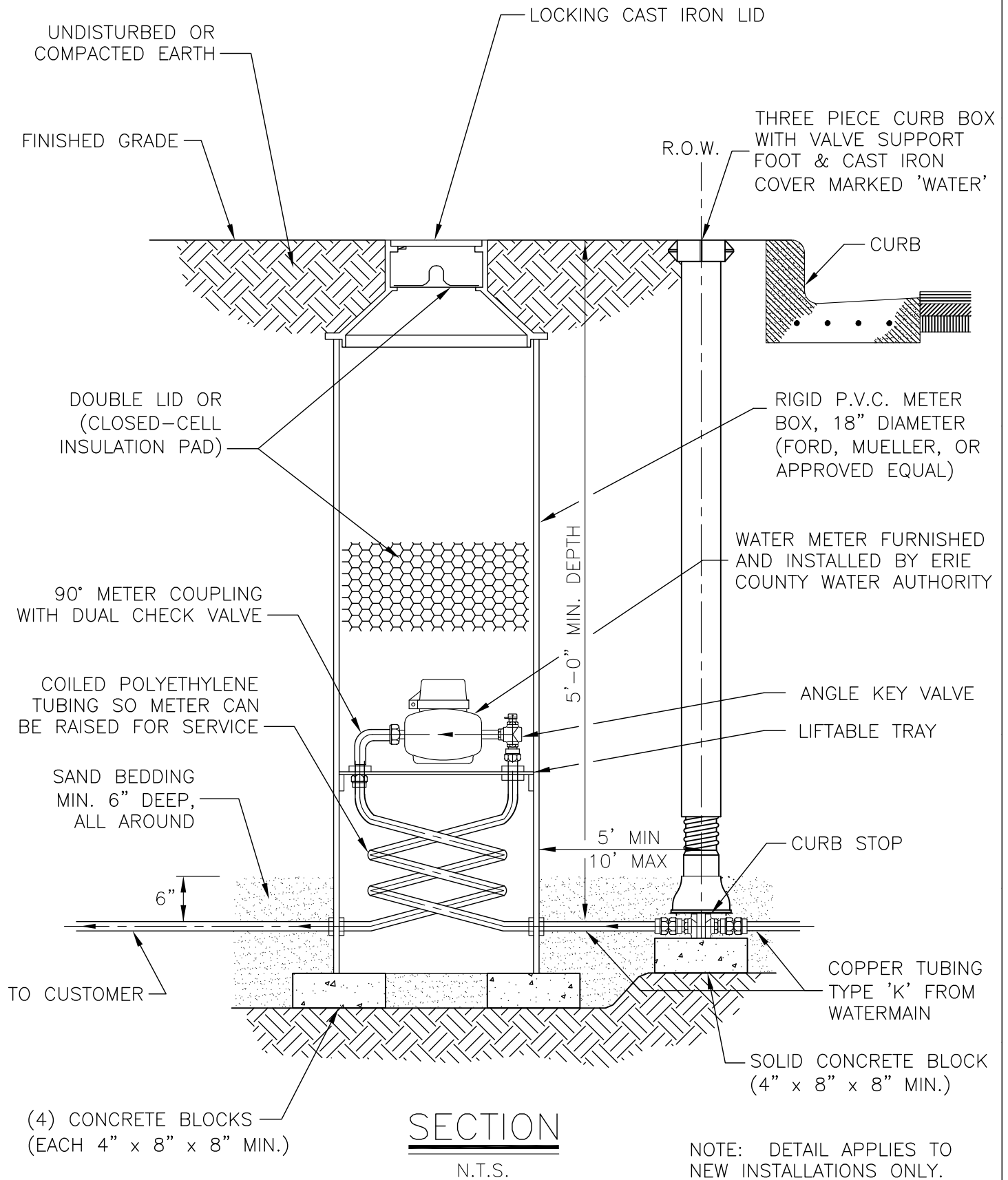


**ERIE COUNTY**  
**WATER AUTHORITY**  
 BUFFALO, NEW YORK

CAD File No : I:\PCSTUFF\DRAWING\DETAILS\A4-26C

Drawing No :

**A4-26C**



I:\PUBLIC\ENGINEERING\CURRENT ECWA DETAILS\SD21\_WMETER\_VAULT\_1\_SERV

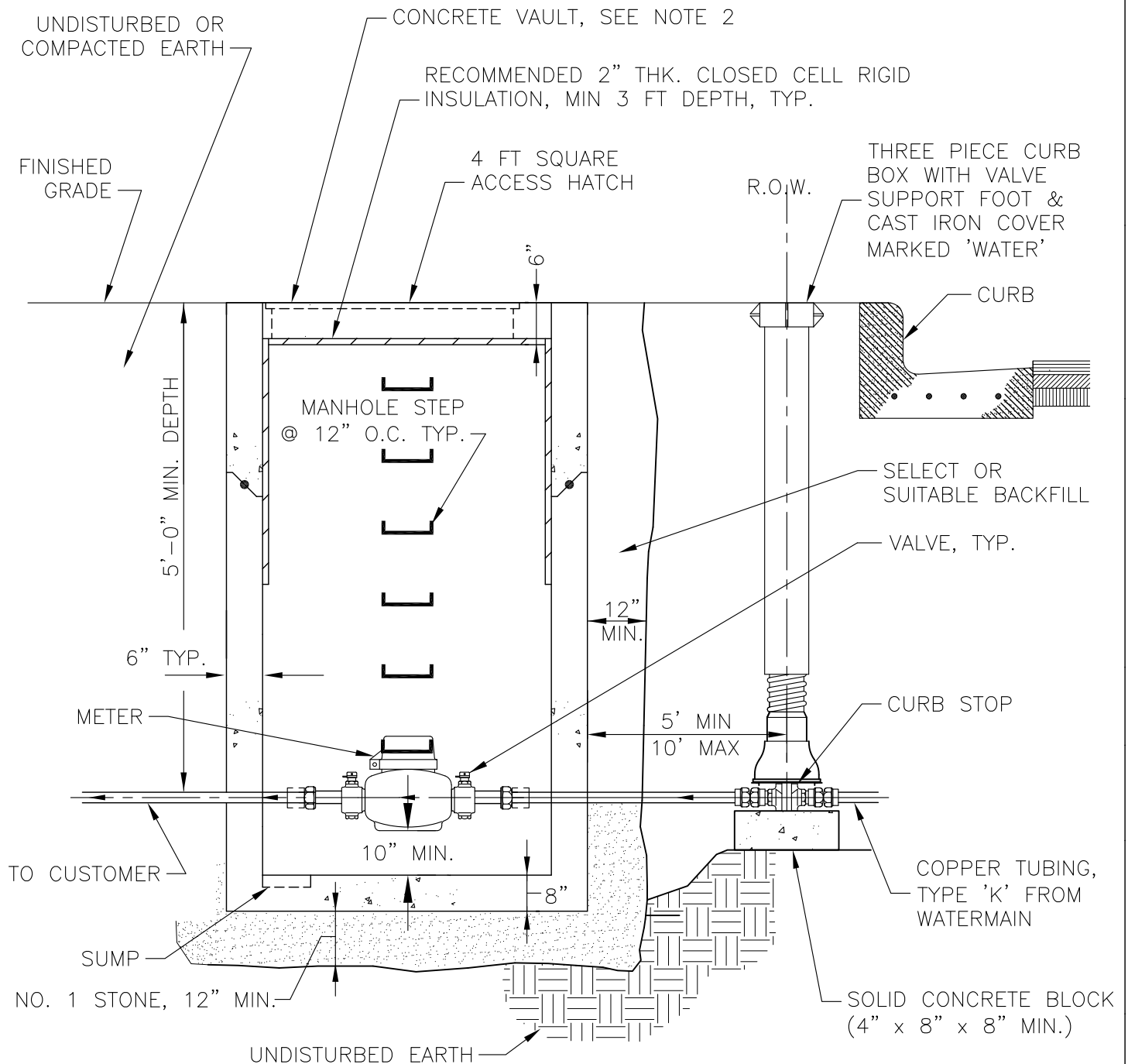
ERIE COUNTY  
WATER AUTHORITY  
BUFFALO, NEW YORK

STANDARD DETAIL  
WATER METER PIT FOR UP TO  
AND INCLUDING 1-INCH METER

DWG. NO.  
SD21

DATE  
4/92

REVISED  
12/17



**NOTES:**

1. WATER METER FURNISHED AND INSTALLED BY ERIE COUNTY WATER AUTHORITY.
2. PRECAST CONCRETE VAULT SHALL BE 4,000 PSI MIX AND SHALL BE A MINIMUM 4 FT X 4 FT X 7 FT SIZE.
3. INSTALL BYPASS AROUND METER IF DIRECTED BY ECWA FORCES.
4. NO PLUMBING CONNECTIONS ALLOWED WITHIN 8" OF VAULT WALL.
5. A HOT-BOX LOCATED ABOVE GRADE IS ALSO ACCEPTABLE.

**SECTION**

N.T.S.

I:\PUBLIC\ENGINEERING\CURRENT ECWA DETAILS\SD22\_WMETER\_VAULT\_2\_SERV

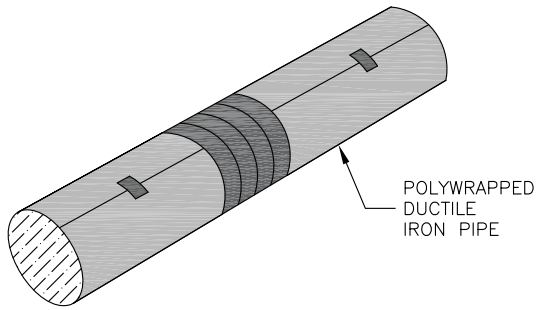
ERIE COUNTY  
WATER AUTHORITY  
BUFFALO, NEW YORK

STANDARD DETAIL  
CONCRETE WATER METER VAULT  
1 1/2-INCH AND 2-INCH METERS

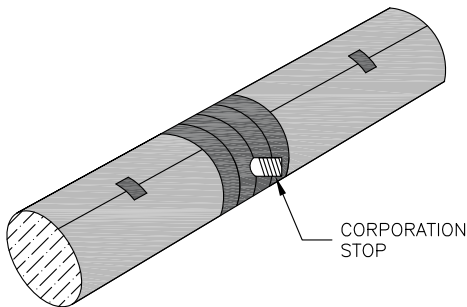
DWG. NO.  
SD22

DATE  
4/28/92

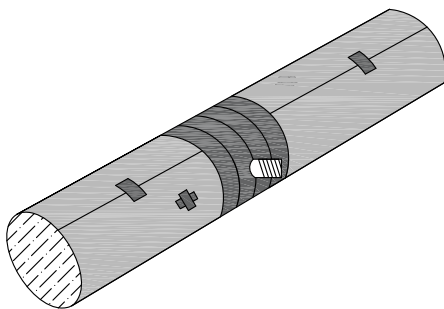
REVISED  
12/17



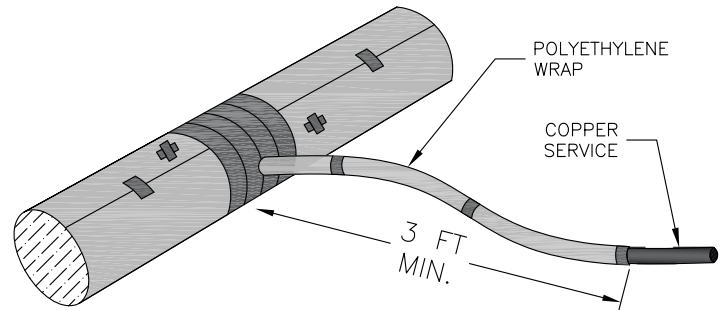
STEP 1.  
WRAP TWO OR THREE LAYERS OF TAPE COMPLETELY AROUND THE PIPE WHERE THE TAPPING MACHINE WILL BE PLACED.



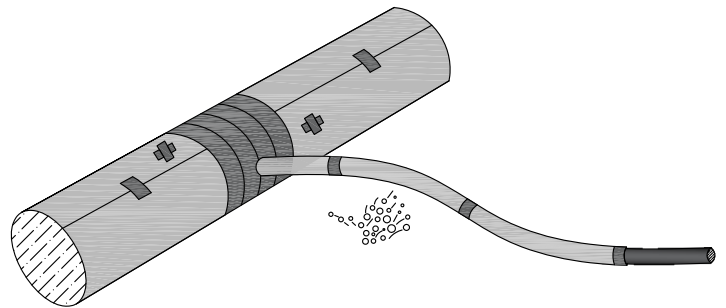
STEP 2.  
MOUNT THE TAPPING MACHINE ON THE TAPED AREA AND MAKE THE TAP DIRECTLY THROUGH THE TAPE AND POLYWRAP. INSTALL CORPORATION STOP.



STEP 3.  
INSPECT THE ENTIRE AREA FOR DAMAGE AND REPAIR IF NECESSARY.



STEP 4.  
WRAP ANY CONNECTED COPPER SERVICE LINE WITHIN THREE FEET OF THE PIPE WITH POLYETHYLENE AND SECURE WITH TAPE.



STEP 5.  
CAREFULLY BACKFILL THE TRENCH ACCORDING TO THE PROCEDURES IN AWWA C600 STANDARD. TO PREVENT DAMAGE DURING BACKFILLING ALLOW ADEQUATE SLACK IN THE TUBE AT THE JOINT. BACKFILL SHOULD BE FREE OF CINDERS, ROCKS, BOULDERS, NAILS, STICKS, OR OTHER MATERIALS THAT MIGHT DAMAGE THE POLYETHYLENE. AVOID DAMAGING THE POLYETHYLENE WHEN USING TAMPING DEVICES.

I:\PUBLIC\ENGINEERING\CURRENT ECWA DETAILS\SD38\_TAP\_POLY\_WRAP\_PIPE

ERIE COUNTY  
WATER AUTHORITY  
BUFFALO, NEW YORK

STANDARD DETAIL  
TAPPING POLYWRAPPED PIPE

DWG. NO.  
SD38

DATE  
05/18

REVISED

Chip away mortar coating of pipe (1) to expose circumferential wires (2). Make chipped opening 4-1/2" in diameter. Remove the coating which will fall beneath the grout holes in the saddle.

Attach saddle (3) to outside of pipe, using U-bolts (4). Remove exposed circumferential wires. For prestressed concrete embedded cylinder pipe continue chipping of concrete core until cylinder is exposed.

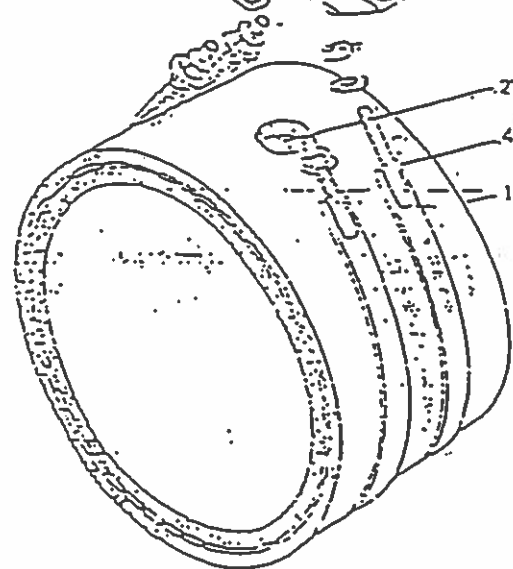
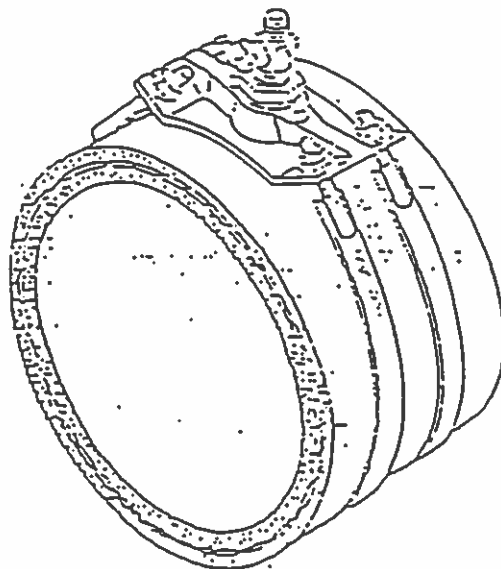
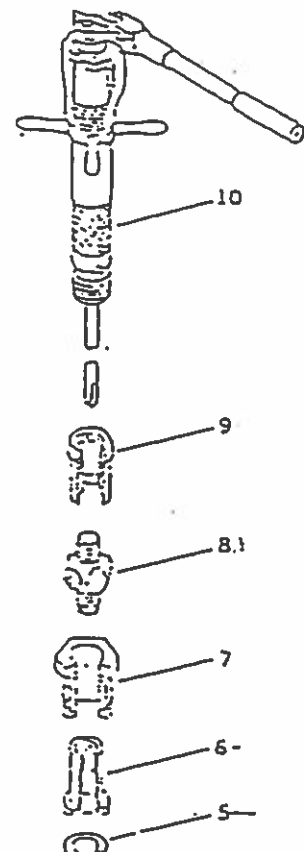
Place rubber gasket (5) in groove of gland (6). Insert gland through hole in saddle. Thread nut (7) into saddle, compressing gland gasket against cylinder of pipe to make watertight seal.

Screw corporation stop (8) into gland and attach adapter nipple (9) and drilling machine (10).

Drill through cylinder and concrete core of pipe. Retract drill, close stop and remove drilling machine with adapter. Open stop to thoroughly flush out cement dust.

Pour cement grout into grout holes (11) in saddle, if necessary dam perimeter of saddle.

Protect saddle and U-bolts by concrete encasement.



(A.W.W.A. Spec. C-301)

TAPPING DETAIL FOR  
3/4" - 2" SERVICES ON  
PRESTRESSED CONCRETE  
CYLINDER PIPE  
ITEM 1C & 1D

DR. BY \_\_\_\_\_  
DATE 11/1/ 72.  
SCALE NONE  
CK. BY \_\_\_\_\_  
JOB NO. \_\_\_\_\_  
SHEET 1 OF 1

EDMUND COUNTY  
WATER AUTHORITY  
BUFFALO, NEW YORK

DWG. NO. SDWA-867-7201-A