ITEMIZED PROPOSAL

SPECIAL PROVISIONS

AND

CONTRACT

REPLACEMENT OF PAVEMENT ROAD BRIDGES

BR 139-RR1, BIN 3362530 over ABANDONED RAILROAD
AND
BR 139-RR2, BIN 3362540 over CSX RAILROAD

TOWN OF LANCASTER

PROJECT NUMBER FA 139-RR2-11

PIN 575538

ERIE COUNTY, NEW YORK

BIDS RECEIVED: APRIL 28, 2011
AT: 10:00 A.M. LOCAL TIME
OFFICE OF GERARD J. SENTZ, P.E.
COMMISSIONER OF PUBLIC WORKS
95 FRANKLIN STREET – 14th FLOOR
BUFFALO, NEW YORK 14202

GERARD J. SENTZ, P.E.
COMMISSIONER OF PUBLIC WORKS
95 FRANKLIN STREET, 14th FLOOR
BUFFALO, NEW YORK 14202
ERIE COUNTY DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
95 FRANKLIN STREET
BUFFALO, NEW YORK

REPLACEMENT OF PAVEMENT ROAD BRIDGES

BR 139-RR1, BIN 3362530 over ABANDONED RAILROAD
AND
BR 139-RR2, BIN 3362540 over CSX RAILROAD

TOWN OF LANCASTER

PROJECT NUMBER FA 139-RR2-11
PIN 5755.38

ERIE COUNTY, NEW YORK

District - Clarence

Type of Construction - Demolition of Bridge BR 139-RR1 and replacement with embankment fill.
Demolition of Bridge BR 139-RR2 and replacement with a single span prestressed concrete adjacent box beam bridge with integral abutments, MSE retaining walls and approach embankment and pavement.

Standard Sheets - NYSDOT Standard Sheets, M203-1, M203-2, M209-1R1, M209-2R1, M209-3R1, M209-6R1, M606-55R1, M606-56, M606-57 M606-58 M608-6, M608-7R1, M608-8, M608-9, M609-3R1, M619-4R2, M619-5R2, M619-12, M619-13 M645-52R2, M645-55R1, M663-1R1,M663-2, M663-3, M663-4 & M685-1R1
Erie County Standard Sheets, EC93-2 & EC93-5

Completion Date - November 30, 2012

Deposit Required - $140,000.00
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NOTICE.

Project manuals, drawings and construction documents are intended specifically for the preparation of Bid Proposals and for construction related activity. By accepting these documents and drawings, the individual, company or agency acknowledges that these documents and drawings relate to facilities wherein sensitive and secure governmental activities are conducted. The individual’s, company’s or agency’s misuse of these documents and drawings may threaten the safety and security of governmental operations. By accepting these documents and drawings, the individual, company or agency, agrees that it shall restrict dissemination of such materials to recognized, legitimate sub-contractors, suppliers and material men solely for their use in preparation of quotes, bids or participation in actual construction activity. Further, by accepting these documents and drawings, the individual, company or agency assumes full responsibility for and liability for said individual’s, company’s or agency’s negligence and for its careless or wrongful distribution of Erie County project manuals, drawings and construction documents.
INFORMATION FOR BIDDERS

Persons desiring to make a proposal shall use the accompanying proposal form. The proposal shall be submitted in accordance with the STANDARD SPECIFICATIONS OF THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION dated MAY 4, 2006, including all Addenda in effect on the date of advertisement for receipt of bids and the Highway Law. The STANDARD SPECIFICATIONS are to be considered as and shall form a part of the agreement. The time for which proposals shall be received will be found in the published notice calling for proposals. Detailed plans of the work may be examined or purchased at the Office of the Commissioner of Public Works, 95 Franklin Street, Buffalo, New York, 14202.

Whenever in the Specifications, reference is made to Section 38 of the Highway Law, the term "Commissioner of Transportation" as used in said section shall mean "Commissioner of Public Works" or "Deputy Commissioner of Public Works, Division of Highways" and wherever reference is made, therein, to the "Commissioner of Taxation and Finance" it shall mean the "Commissioner of Finance" of the County of Erie.

PROPOSALS. Proposals must be made upon the blank form provided. The blank places in the proposals must be filled in, as noted, and no change shall be made in the phraseology of the proposal or in the items mentioned, therein. Proposals are an integral part of this book and shall not be removed therefrom.

Proposals that are illegible or that contain any omissions, erasures, alterations, additions, or items not called for in the itemized proposal, or that contain irregularities of any kind, may be rejected as informal.

PROPOSALS SHALL SPECIFY GROSS SUM. Each proposal shall specify the correct gross sum, in the manner hereafter described, for which the work will be performed according to the plans and specifications, together with a unit price for each of the separate items as called for. The lowest bid shall be determined by the Commissioner of Public Works on the basis of the gross sum for which the entire work will be performed, arrived at by a correct computation of all the items specified in the proposal therefore at the unit prices stated in the proposal. The Commissioner of Public Works reserves the right to reject any proposal in which unit bid prices appear, in his judgment, to constitute an unbalanced bid for the work.

Any proposal shall be deemed informal which does not contain prices set opposite each of the several items for which there is a quantity exhibited in the itemized proposal, or which shall in any manner fail to conform to the conditions of the published notice inviting proposals. The unit prices and gross sum bid shall be indicated in words and by figures. In case the amount shown in words and its equivalent in figures do not agree, the written word may, in the discretion of the Commissioner of Public Works be considered binding.

NO MISUNDERSTANDING. The attention of persons intending to make proposals is specifically called to ARTICLE 3 of the CONTRACT AGREEMENT wherein the bidder agrees that he has examined the contract documents and the site of the work and has fully informed himself from his personal examination of the same regarding the quantities, character, location and other conditions affecting the work to be performed, including the existence of poles, wires, pipes, ducts, conduits, and other facilities and structures of municipal and other public service corporations, on, over or under the site and that he will make no claim against the County of Erie by officer or agent of the County of Erie with respect to the work to be performed under the contract. Particular attention is called to the proposal forms that may contain special notes and special specifications at variance with standard plans and specifications.

The Contractor shall be responsible to perform all the work within scope of this contract and, for all liabilities that arise therefrom.
SUBSURFACE INFORMATION. Boring logs and other subsurface information made available for the inspection of bidders were obtained with reasonable care and recorded in good faith by the Division.

The soil and rock descriptions shown are as determined by a visual inspection of the samples from the various explorations unless otherwise noted. The observed water levels and/or water conditions indicated thereon are as recorded at the time of the exploration. These levels and/or conditions may vary considerably, with time, according to the prevailing climate, rainfall and other factors.

The locations of utilities or other underground man-made features were ascertained with reasonable care and recorded in good faith from various sources, including the records of municipal and other public service corporations, and therefore the location of known utilities may only be approximate.

Subsurface information is made available to bidders in good faith so that they may be aware of the information utilized by the County for design and estimating purposes. By doing so, the County and the Contractor mutually agree and understand that the same is a voluntary act and not in compliance with any legal or moral obligation on the part of the Division. Furthermore, insofar as such disclosure is made, the Division makes no representations or warranties, express or implied, as to the completeness or accuracy of this information or data, nor is such disclosure intended as a substitute for personal investigations, interpretations, and judgment of the bidder.

WITHDRAWAL OF PROPOSAL. Permission will not be given to modify or explain, by letter, telegram, telephone, or otherwise, any proposal or bid after it has been deposited with the Commissioner of Public Works. No proposal shall be withdrawn or cancelled after the time designated for opening such proposals publicly, except to exercise the option as provided herein.

Any bidder or his duly authorized agent who has submitted proposals on more than one project of any one letting may, at his option and upon written request, withdraw any or all of his additional proposals after the person who opens and reads the bids has announced that such bidder has submitted the lowest proposal on a project for which bids have last been read. When this option is exercised, the proposals for other projects in the letting will be returned to the bidder unopened. No returned proposals will be considered after the bidder has exercised his privilege to withdraw the same. No proposals will be considered which have not been deposited with the Commissioner of Public Works prior to the time indicated in the advertisement. Any bidder exercising the privilege of so withdrawing his bid or bids waives all claims that may arise should it be found that his opened proposal is informal or, for any other reason, is unacceptable to the Commissioner of Public Works. The Commissioner of Public Works will open and read proposals in the order in which they are drawn and not in the order in which the projects are advertised.

If the proposal is made by a firm, the name and place of residence of each member of the firm shall be given. If made by a corporation, the names of the president, secretary and treasurer shall be given. If made by a partnership, the names of the partners shall be given.

Pursuant to the provisions of Section 38, Subdivision 7 of the Highway Law, as amended, relating to "foreign contractors", if the successful bidder is a foreign contractor, no certificate approving or authorizing the first partial payment, or in the event there shall be no first partial payment, then no certificate approving or authorizing any final payment shall be made to a foreign contractor unless such contractor shall furnish satisfactory proof that all taxes due by such contractor under the provisions of Articles 9, 9a, 12a, 16, 16a, 21, 22, 23, 28, 29 and 30 of the Tax Law have been paid. The certificate of the State Tax Commission to the effect that all such taxes have been paid shall be conclusive proof of the payment of such taxes.

The term "foreign contractor" as used in the preceding paragraph means, in the case of an individual, a person who is a legal resident of another state or foreign country, in the case of a firm or co-partnership, one
having one or more partners who is a legal resident of another state or a foreign country; and in the case of a corporation, one having its principal place of business in another state or foreign country.

The certificate of the State Tax Commission to the effect that all such taxes have been paid by the Contractor shall be placed on file with the Commissioner of Public Works in his office, 95 Franklin Street, Buffalo, New York 14202.

DEPOSIT. Every proposal must be accompanied by a bank cashiers check or certified check payable to the County of Erie for the sum specified in the proposal and in the advertisement for proposals. The retention and disposition of such bank cashiers check or certified check shall be in conformity with Subdivision No. 2 of Section 38 of the Highway Law, as amended. This shall be attached inside the front cover.

AWARD OF CONTRACT. Award of contract will be made only to the lowest responsible bidder whose proposals shall comply with all the provisions required to render it formal and in accordance with Section 126 of the Highway Law. The County Legislature reserves the right to reject any or all proposals if, in its opinion, the best interests of the County will, thereby, be promoted.

The bidder must be prepared, if requested by the County Legislature and/or the Commissioner of Public Works, to present evidence of experience, ability and financial standing, as well as a statement as to plant and machinery.

EXECUTION OF CONTRACT. The person or persons whose proposal is accepted will be required to execute the contract and to comply in all respects with the statutory provisions relating to the contract within ten days of the date of the delivery of the contract form by the Commissioner of Public Works. In case of failure or refusal on the part of the bidder to deliver the duly executed contract to the Commissioner of Public Works within the ten day period, herein mentioned, the amount of the deposit made will be forfeited and will be paid to the Commissioner of Finance of Erie County.

The Contractor agrees that he will conduct his operations in compliance with all the laws and regulations of the United States, State of New York and Public Authorities and the ordinances of any city, village, town or county and the lawful direction of the officers, agents or representatives of the United States, The State of New York, the Public Authorities or of said city, village, town or county. All costs due to compliance with the above described laws, regulations and ordinances shall be included in the prices bid for contract items unless otherwise provided for in the contract.

The Contractor specifically agrees that the contract shall be deemed executory only to the extent of the monies available and no liability shall be incurred by the County beyond the monies available for the purposes.

The Contractor's attention is directed to those portions of the Labor Law, that appear with the labor wage rate schedules.

INSURANCE REQUIREMENTS

1. The Contractor shall obtain, at his own cost and expense, the following insurance coverages with insurance companies licensed in the State of New York and shall provide a certificate of insurance as evidence of such coverages on The Erie County Standard Insurance Certificate.
A. Comprehensive General Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of $1,000,000 per occurrence and annual aggregate. The coverage shall include:

- Premises and Operations
- Products and Completed Operations
- Independent Contractors
- Contractual Liability (sufficient to cover all liability assumed under contracts with Erie County)
- Broad Form Property Damage including completed operations
- Explosion, Collapse and Underground Hazards

B. Automobile Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of $1,000,000 each occurrence. The coverage shall include Owned, Hired, and Non-Owned Autos (Symbol "1" should be designated for Liability coverage on the Business Auto Policy).

C. Excess "Umbrella" Liability - with a minimum limit of $3,000,000 each occurrence/$3,000,000 aggregate.

D. Workers' Compensation and Employers' Liability providing statutory coverage in compliance with the Workers' Compensation Law of the State of New York.

E. Disability Benefits - providing statutory coverage in compliance with the New York State Disability Benefits Law.

Failure to maintain coverage hereunder shall constitute a material breach of this contract and the Contractor shall suspend all work immediately upon such lapse in coverage.

2. Comprehensive General Liability, Automobile Liability, and Excess Umbrella Liability shall name the County of Erie and any Board, Bureau, Commission, or Agency thereof as additional insured.

3. All certificates of insurance shall be approved by the Erie County Department of Law prior to the inception of any work.

4. The "ACORD" form certificate may be used in place of the Erie County Standard Insurance Certificate, provided that all of the requirements set forth in the instructions for the Erie County Standard Insurance Certificate are incorporated into the "ACORD" form certificate.

AMOUNT OF BOND. A bond will be required for the faithful performance of the contract and further guaranteeing prompt payment of monies due to all persons supplying the Contractor, or its sub-contractor with labor and materials employed and used in carrying out the contract. The amount of security therein shall be 100 per cent of the amount of the contract.

FORM OF PERFORMANCE, LABOR, AND MATERIALS BOND. The form of the performance, labor and material bond shall be the County's form, exhibit "PB 1" as set forth on the following page number IB 6, for the total amount payable by the terms of the contract.

The bond shall be issued by a duly qualified surety corporation authorized to do business in the State of New York.
York, shall be executed by the appropriate office of the surety whose authority shall be supported by executed powers of attorney where applicable, shall be executed by the Contractor receiving the award of the contract hereunder, all of which shall be satisfactory to the County.

Notwithstanding any provision of law, the requirement of a performance, labor and material bond in compliance with the specifications herein and in form "PB 1" shall not be waivable, and the failure to provide such bond as otherwise provided herein shall be cause to rescind an award of the Contract, together with the forfeiture of security posted with the bid hereunder, as set forth on page IB 4 under "Execution of Contract."

Copies of the Erie County Standard Insurance Certificate and Form PB 1 are available at the Office of the Deputy Commissioner of Public Works, 95 Franklin Street, Buffalo, New York 14202.
EXHIBIT "PB 1"

COUNTY OF ERIE
DEPARTMENT OF PUBLIC WORKS

PERFORMANCE, LABOR, AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we, (hereinafter called PRINCIPAL) and the (SURETY) and held and firmly bound into the OBLIGEE, in the amount of $ Dollars, lawful money of the United states of America, for the payment of which the PRINCIPAL and the SURETY hereby bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the above bounden PRINCIPAL has by written agreement dated entered into a contract with the OBLIGEE for $ which contract and documents included therein is by reference is by reference made a part hereof (hereinafter called CONTRACT), covering the following project. (project title/description)

NOW, THEREFORE, the condition of the obligation is such that if the PRINCIPAL shall:

1. Well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the OBLIGEE, with or without notice to the SURETY, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all modifications of said Contract that may hereafter be made, with or without notice to the SURETY.

2. Promptly make payment to all persons having a direct Contract with the PRINCIPAL or with a subcontractor of the PRINCIPAL supplying labor and material in the prosecution of the work provided for in said Contract and any and all modifications of said Contract that may hereafter be made, notice of which modifications to the SURETY being hereby waived; then this obligation shall be void, otherwise to remain in full force and effect:

PROVIDED, HOWEVER, and this bond is executed and accepted upon the following express conditions:

1. That all persons who have supplied labor and material as aforesaid shall have a direct right of action hereunder against the PRINCIPAL and the SURETY, subject, however, to the prior right of the OBLIGEE to recover hereunder on account of any loss or damage caused to it by the failure of the PRINCIPAL to perform the Contract as aforesaid.

2. The SURETY for value received hereby stipulates and agrees, if requested to do so by the OBLIGEE, to fully perform and complete the work and furnish the materials mentioned and described in said Contract pursuant to terms, conditions and covenants thereof, if for any cause said PRINCIPAL fails or neglects to so fully perform said work; the said SURETY further agrees to commence said work of completion twenty (20) days after notice thereof from the OBLIGEE.

3. That the OBLIGEE shall notify the SURETY by registered letter addressed and mailed to its Home Office, of any breach of said Contract within sixty (60) days after such breach shall have come to the knowledge of the OBLIGEE. (Owner)

4. That the SURETY shall not be liable hereunder for any damage or compensation recoverable under any Worker's Compensation or Employer's Liability Statute.

5. That no suit, action or proceeding for loss or damage caused by a breach of any of the conditions of this bond shall be brought against the SURETY by the OBLIGEE after one (1) year from the day of final acceptance of the work by the Owner.

6. That no suit, action or proceeding for loss caused by the failure of the PRINCIPAL to pay all persons supplying labor and material in the prosecution of the work under said Contract shall be brought against the SURETY after six (6) months from the day on which final payment of the Contract is made.

Signed, sealed and dated this day of 20__

(PRINCIPAL)

(PRINCIPAL)

(SURETY)

IB 6
ESTIMATES AND PAYMENT. In computing amounts in estimates of work done, the unit prices bid will be used. In making up the final estimate the linear measurement made along the axis of the surface of the finished work will be considered the length of the work.

All estimates, including the final, will be made for actual quantities of work performed and materials in place as determined by the measurements of the Engineer, and the resulting quantities involved in any contract shall be accepted as final, conclusive and binding upon the Contractor.

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

FINAL ADDITIONS OR DEDUCTIONS. Upon the completion of the required work, as shown in the plans and specifications, should the final estimate of quantities show either an increase or decrease from the approximate estimate of quantities, then such variations will be computed at the contract unit prices and an agreement will be made, respectively adding or deducting this amount from the gross sum bid.

PAYMENTS ON CONTRACT. Payments to the Contractor for work satisfactorily performed will be made monthly as prescribed by Subdivision 7 Section 38 of the Highway Law, as amended. No monthly estimate will be rendered unless the value of the work done equals five per cent of the contract amount and in no case shall such estimate be made in an amount less than one thousand dollars. Semi-monthly estimates may be rendered provided the value of the work performed, in a two-week period interval is in excess of fifty thousand dollars ($50,000) or if, in the opinion of the Commissioner of Public Works, it is to the best interest of the County to do so.

The attention of persons intending to make proposals is specifically called to the provisions of Section 70 and 71 of the Lien Law and Section 1302-C of the Penal Law that apply to funds being received by a Contractor for a public improvement. These provisions declare that the funds received by the Contractor shall constitute trust funds in the hands of the Contractor and shall be applied first to the payment of certain claims.

ENGINEERING CHARGES. When the work embraced in the contract is not completed on or before the date specified, therein, engineering and inspection expenses incurred by the County, upon the work from the completion date originally fixed in the contract to the final date of completion of the work, may be charged to the Contractor and be deducted by the Commissioner of Public Works from any monies due the Contractor.

Before assessing such charges, the Department will give due consideration to factors attributing to such delay due to extenuating circumstances beyond the control of the Contractor limited to the following:

1. The work or the presence on the contract site of any third party, including but not limited to that of other contractors or personnel employed by the County, by other bodies, by railroad, transportation or utility companies or corporations, or by private enterprises, or any delay in progressing such work.

2. The existence of any facility or appurtenance owned, operated, or maintained by any third party.

3. The act, or failure to act, of any public or governmental body including, but not limited to, approvals, permits, restrictions, regulations or ordinances.
4. Restraining orders, injunctions, or judgments issued by a court.

5. Any industry-wide labor boycotts, strikes, picketing or similar situations, as differentiated from jurisdictional disputes or labor actions affecting a single or small group of contractors or suppliers.

6. Any industry-wide shortages of supplies or materials required by the contract work, as differentiated from delays in delivery by a specific or small group of suppliers.

7. Unusually severe storms of extended duration or impact, other than heavy storms or climatic conditions which could generally be anticipated by the bidders, as well as floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides, or other catastrophes.

8. Determinations by the Department to open certain sections of the project to traffic before the entire work is completed.

9. Major unanticipated additional work which significantly affects the scheduled completion of the contract.

10. Failure of the County to provide individual rights-of-way parcels for an extended period of time beyond that indicated by the contract if such unavailability, as determined by the Commissioner, significantly affects the scheduled completion of the contract.

Such charges will be assessed, however, in cases where the work has been unduly delayed by the Contractor because of unwarranted reasons, inefficient operation, or for any other reason for which the Commissioner of Public Works determines the Contractor to be liable. Reasonable time necessary for reviews by the County or its agents of shop drawings, for changes or additions to the work to meet field conditions which do not significantly affect the scheduled completion of the contract, delays incurred by seasonal and weather limitations, localized labor actions and shortages of supplies and materials, and other situations which should be anticipated are neither compensatory nor eligible for extensions of time without the assessment of engineering and inspection charges.

DAMAGE. All damage, direct or indirect, of whatever nature resulting from the performance of the work or resulting to the work during its progress from whatever cause, including omissions and supervisory acts of the County, shall be borne and sustained by the Contractor, and all work shall be solely at his risk until it has been finally inspected and accepted by the County. The Contractor, however, shall not be responsible for damages resulting from faulty designs, as shown by the plans and specifications, nor the damages resulting from willful acts of Department officials or employees.

The Contractor shall indemnify save harmless, and defend the County from suits, actions, damages and costs of every name and description resulting from the work under his contract during the prosecution and until the acceptance, thereof, and the County may retain such monies from the amount due the Contractor as may be necessary to satisfy any claim for damages recovered against the County. The Contractor’s obligations under this paragraph shall not be deemed waived by the failure of the County to retain the whole or any part of such monies due the Contractor, nor shall such obligation be deemed limited or discharged by the enumeration or procurement of any insurance for liability for damages imposed by law upon the Contractor, sub-contractor or the County.

The work, under this contract, shall be under the direct supervision of the Commissioner of Public Works of Erie County, New York, or his representative who is retained to layout, supervise and inspect the work under construction.
SPECIFICATIONS. In general, the work of this contract will be carried out in accordance with the STANDARD SPECIFICATIONS dated May 4, 2006, of the New York State Department of Transportation, Office of Engineering, with subsequent modifications, and as modified within this document under SPECIAL SPECIFICATIONS, insofar as same apply to this work.

Wherever in the SPECIFICATIONS the terms "Commissioner of Transportation", "Regional Director", or other Officials of the New York State Department of Transportation is used, it shall mean "Commissioner of Public Works", or "Deputy Commissioner Public Works-Division of Highways" of the County of Erie.

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 any Judicial, County, or State Officer or Agency empowered to investigate the contract or its performance.

QUALIFICATION OF BIDDERS

a. All prospective bidders are hereby notified that they must prove to the satisfaction of the Owner that they are a responsible bidder and have the skill and experience, as well as the necessary facilities, organization and general reliability to do the work to be performed under the provisions of the contract in a satisfactory manner and within the time specified. An Experience Questionnaire is included at back of the Itemized Proposal, that will provide this information and must be filled out and submitted with the bid.

b. Within forty-eight (48) hours after the opening of the proposals, the lowest three bidders, if requested, must submit to the Owner a statement in duplicate setting forth the following information:

1. A current financial statement certified to be true and correct by a certified public accountant or an officer or principal of the bidder.

2. Each bidder must be prepared to show to the satisfaction of the Owner that he has sufficient liquid assets available for the project upon which he is bidding. The Owner does not regard credit, borrowed money, equity in real estate, life insurance, reserves representing pre-payment of taxes and life insurance, and other expenses, deposits held as security for other contracts, capital of proposed subcontractors, capital stock of the contractor, and similar items, as liquid assets available for the work to be performed under the contract.

c. A bidder must also be prepared to prove to the satisfaction of the Owner that he has successfully completed a contract of similar work in an amount of not less than 50 percent of the amount of the proposed contract.

d. Each bidder must comply promptly with all requests by the Owner for information and must actively cooperate with the Owner in its efforts to determine whether the bidder is qualified.
e. The award of the contract shall not be construed as a guarantee by the Owner that the plant, equipment and the general scheme of operations and other data submitted by the bidder with or after his proposal is either adequate or suitable for the satisfactory performance of the work.

PREVENTION OF DELAY

The contractor agrees that there will be no interruption in the performance of the work under this agreement due to labor strife or unrest. The contractor and his subcontractors will not employ on the work, any labor, materials, or means whose employment or utilization during the course of this contract may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of work, or similar troubles by workmen employed by the contractor or his subcontractors or by any of the trades working in or about the buildings and premises where work is being performed under this contract, or by other contractors or their subcontractors pursuant to other contracts, or on any other building or premises owned or operated by the County of Erie. Any violation by the contractor of this requirement will be considered proper and sufficient cause for the County, through the Commissioner of Public Works to consider such interruption a breach of the agreement and to cancel the contract without any penalty to the County, and to recover any damages from the contractor that may have been caused by labor strife and unrest.

SALES TAX EXEMPTION

a. The Owner is an exempt organization under the Law and is exempt from payment of Sales and Compensating Use Taxes of the State of New York and cities and counties of the State on all materials sold to the Owner pursuant to the provisions of the Contract. These taxes are not to be included in bids.

b. 1) Section 1115 (a) (15) of the Tax Law provides that tangible personal property sold to a Contractor for use in erecting a structure or constructing a highway for an exempt organization is exempt from the Sales and Compensating Use Tax of the State of New York and of cities and counties integral component part of such structure, building or real property and 2) is to be resold to such organization as tangible personal property before it has become a part of such structure, building or real property. There is no exemption from the Sales or Use Tax on series or charges to a Contractor or subcontractor for the purchase or lease of supplies, machinery, equipment, tools, services, etc. used or consumed by him in the completion of the Contract. The Contractor and his sub-contractors shall be responsible for and pay any and all applicable taxes including Sales and Compensating Use Taxes on such items.
SPECIAL INSTRUCTIONS TO THE CONTRACTOR

THIS PROJECT IS A LOCALLY ADMINISTERED FEDERAL AID (LAFA) PROJECT

Bidder shall use BLACK INK when filling in PROPOSAL SHEETS and SIGNATURES. The Proposal forms an integral part of this book and SHALL NOT BE REMOVED.

A. The Contractor shall perform each of the following:

1. a) AFFIRMATIVE ACTION PROGRAM

The Contractor's attention is directed to the special conditions of the Erie County Affirmative Action Program which must be complied with in its entirety. Information may be obtained by calling Erie County Equal Employment Opportunity Office at 858-7542.

1) GOAL PARTICIPATION:

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<thead>
<tr>
<th>Non - LAFA</th>
<th>LAFA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority - 13.2%</td>
<td>Minority - 7.7%</td>
</tr>
<tr>
<td>Women - 6.9%</td>
<td>Women - 6.9%</td>
</tr>
</tbody>
</table>

2) REQUIRED RECORDS

A) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the Contractor's equal employment opportunity policy is being carried out and to keep records. The records shall include the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed for each employee. Records shall be maintained in an understandable and retrievable form. To the extent that records kept by the Contractor for other purposes satisfy the requirements of this paragraph, the Contractor need not maintain separate records.

B) The Contractor shall submit monthly employee utilization reports to the Engineer on New York State Department of Transportation Monthly Employment Utilization Report Form AAP 33d. Records of the total employee utilization, from the start of the contract up to and including the month being reported, shall be submitted with each monthly report. For the purpose of these reports, the hours of female employment and training and the hours of minority employment and
training shall be separately calculated. All females, whether minority or non-minority, shall be calculated within the hours of female employment and minority females shall not be used in the calculation of hours of minority employment.

C) For the purpose of the reports required above, the employment and training hours worked by each person may only be used once in any one month and the Contractor is cautioned that it may not discriminate against minority females in connection with attaining its affirmative action goals under these requirements.

D) All records required by this Section must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Erie County Equal Employment Opportunity Office.

b) MINORITY/WOMEN BUSINESS ENTERPRISE (NON-LAFA) DISADVANTAGED BUSINESS ENTERPRISE (LAFA ONLY)

The Contractor’s attention is directed to the fact that Erie County has passed a local law requiring that prime contractors make positive efforts to subcontract and/or purchase supplies from: Minority owned business enterprises. The details of this requirement may be found on Pages SI-20 through SI-24. Also included with these contract documents are certain forms which must be filled out. All bidders shall submit Part A to the Office of the Commissioner of Public Works, Division of Highways, with the bid. CONTRACTOR’S BID SHALL NOT BE CONSIDERED WHERE A CONTRACTOR FAILS TO COMPLY WITH THIS REQUIREMENT.

If this is a Locally Administered Federal Aid Project, only DBE participation goals are required. The DBE goal for this Project is 11%. There will be no WBE/MBE requirements, for this Project. Part A does not need to be submitted.

c) REGARDING OVERTIME DISPENSATION

All bidders, in submitting their bids, should base their bids and work progression on the assumption that Labor Dispensation pursuant to Articles 8 and 8A of the New York State Labor Law, for any workmen, laborers and mechanics to work more than 8 hours in any one calendar day or more than five days in any one week will not be granted for any operation for the contract duration. Subsequent to award, where it is determined to be in the best interest of the public, the Department may process, for approval by the New York State Department of Labor, Overtime Dispensation on certain specific operations and, in the event approval is granted, there shall be no adjustment therefore in any bid prices.
d) REVIEW THE SITE

The Contractor is advised to make a site visit prior to the bid to become familiar with the scope of work and component quantities required to complete the work. The Contractor acknowledges that he/she has satisfied himself/herself as to the nature and location of the work, the general and local conditions, particularly those bearing on transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties involving weather, groundwater table or similar physical conditions at the site, the formation and condition of the ground, the character, quality and quantity of surface and subsurface materials to be encountered, the character of equipment and facilities needed prior to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this Contract. Any failure by the Contractor to acquaint himself/herself with all of the available information concerning these conditions will not relieve him/her of the responsibility for estimating properly the difficulty or cost of successfully performing the work.

The Contractor's attention is drawn to the following items:

e) BID SUBMITTAL ITEMS:

The Contractor is hereby notified that the following items SHALL be submitted with his/her bid otherwise the bid SHALL NOT be considered:

REQUIRED FOR ALL PROJECTS:

- Certified Check for the bid deposit required. Attach to inside of front cover.
- Completed Experience Questionnaire (Q 1 through Q 5).
- Project Construction Schedule, with description of tasks as detailed on SI 8, SI 9, SI 17 AND SI 18. Attach to inside of back cover.
- Identify the proposed Project Superintendent on the Project Schedule.
- Completed Form DA 1, Acknowledgement of Drug and Alcohol Testing Program Compliance.
- Completed Itemized Proposal Including:
  - Fill in IP Pages IP 1 through IP 17
  - Execute the proposal by signing on IP 20 and completing IP 21
- Completed Apprenticeship Training Program form.

DOES NOT APPLY TO LAFA PROJECTS:

- Supply Minority Business Enterprise forms as required on SI 2 and SI 20 through SI 24 and MBE 1 7, as applicable. The Contractor shall submit Part SI 3
A of the Erie County Minority/Women Business Enterprise Utilization Report with the bid. CONTRACTOR’S BID SHALL NOT BE CONSIDERED WHERE A CONTRACTOR FAILS TO COMPLY WITH THIS REQUIREMENT.

REQUIRED FOR LAFA PROJECTS, ONLY:

- Completed LAFA Disclosure of Lobbying Activities, included in LAFA Contract Forms section of this document.
- Completed LAFA Non-collusive Bidding Certification, included in LAFA Contract Forms section of this document.

f) SPECIAL NOTES:

APPLIES TO ALL PROJECTS-

1) The Contractor is advised to make a site visit prior to the bid to familiarize himself with the scope of work and component quantities required to complete the work.

2) The Contractor shall give particular attention and care to protect from damage all existing vegetation, including turf, trees, ornamental plantings, etc., which is not within the actual construction limits. Every attempt shall be made to protect and save the vegetation that is near construction limits according to the instructions of the Engineer.

3) In addition to requirements and/or explanations contained in the NYSDOT Standard Specifications, the Contractor is advised of the following:
   - The Contractor shall satisfy himself/herself as to the exact location of utility lines and shall protect and support in a suitable manner all utilities encountered during the proposed work. The Contractor shall make good any damage to those utilities caused by his/her operations. If the nature of the damage is such as to endanger the satisfactory operations of the utilities, and the necessary repairs are not immediately made by the Contractor, the work may be done by the respective owning companies and the cost thereof charged against the Contractor.
   - The Contractor shall notify Dig Safely New York at 1-800-962-7962, two days before any underground work is initiated.

4) The Contractor is to note that NO estimate will be processed without the following, submitted with, or prior to, the estimate for payment:
   - “Contractor’s Payment Certificate” form (CP 1), one for each estimate along with one for each subcontractor that has worked within the estimate period.
   - The filing of certified payroll records, up to the estimate period, for both
the Contractor and any subcontractors is a condition of payment. Per the SPOTA Bill, the individual designated as the person responsible to collect certified payroll is the engineer in charge of the project. A contractor that willfully fails to file payroll records shall be guilty of a Class E felony and subject to a civil penalty of up to $1,000 per day. Willful underpayments can be punished as a criminal offense ranging from a Class A misdemeanor for an underpayment less than $25,000 to a Class C felony where the amount exceeds $500,000. Second violators within a 5 year period would be required to surrender their profits and would forfeit their right to receive further payment on the project.

- All EEO and/or MBE/WBE/DBE records required under this contract supplied by the Contractor or subcontractors shall be up to date prior to the estimate being paid.

5) All costs associated with the compliance of all laws, regulations and ordinances shall be included in the prices bid for the respective contract items involved unless otherwise provided for in the contract.

6) Roadway Permits – All necessary permits not herein included are the responsibility of the Contractor to obtain.

7) Access will be required, and must be maintained for all driveways. The cost for means for maintaining driveway access shall be included in the price bid for Item 619.01.

8) This project includes a Storm Water Pollution Prevention Plan (SWPPP). The Contractor shall be required to review the site-specific Stormwater Pollution Prevention Plan (SWPPP) for this project. The Narrative Report of the SWPPP is included in this proposal as pages SI 43 through SI 46. The Contractor shall post a copy of this plan in a conspicuous location for the entire duration of the project. The Contractor shall submit the signed Certification Statement (see pages SI 47 & SI 48) to the County at the Pre-Construction Meeting. Before undertaking any construction activity at the site identified in the SWPPP, all Subcontractors performing such work shall sign a Certification Statement and submit such statement to the County for inclusion in the SWPPP.

9) Basic Work Zone Traffic Control shall be provided in accordance with Section 619 of the NYSDOT Standard Specifications, the National Manual of Uniform Traffic Control Devices, all applicable NYSDOT Engineering Instructions (EI), Engineering Bulletins (EB), and Engineering Directives, and any provisions contained in the plans and/or proposal for this project. Item 619.01 includes, but is not limited to, pavement delineation, temporary ramping or patching, and driveway access.

10) Guide rail shall not be removed from any locations where traffic is being maintained until the Contractor or Subcontractor is prepared to fully install
new section of rail and its terminals. The Contractor shall schedule operations to replace all rail on the same day as removed unless subsequent construction operations make it impractical to do so. Installation of the new rail shall begin as soon as practical after removal of the existing rail. Installation work on any individual location shall continue until all the railing at that location has been installed. When guide rail cannot be replaced on the same day as removed, the work area shall be delineated using the methods approved by the Engineer.

11) The Contractor’s affidavit and subcontractor’s certification, with regard to compliance with schedules of wages and supplemental benefits, must be submitted to the Deputy Commissioner’s office with the final payment request. The Contractor’s affidavit and Details of these requirements along with the necessary forms can be found on pages WR 1 through WR 3A.

12) All claims or notices of claims shall be initiated within three weeks from the start of the claimed activity. It is the Contractor’s responsibility to notify the Resident Inspector, in writing, in order for the claim to be considered.

13) Apprenticeship Program: The Contractor shall comply with Local Law #2-2006 and the enclosed Roles and Regulations of the Commissioner of Public Works found on pages SI 25 through SI 31.

APPLIES TO LAFA PROJECTS, ONLY:

14) The Contractor shall submit a site specific Health and Safety Plan to the County at the Pre-Construction Meeting. The Contractor shall strictly adhere to the safety requirements of Erie County and all other State and Local agencies throughout the duration of the project.

15) No retainage shall be withheld from the prime contractor and the prime contractor shall not withhold any retainage from his subcontractors.

16) LAFA Projects: Davis - Bacon and State DOL Prevailing Wages Rate requirements apply to this contract. A copy of current rates is included in this proposal. The higher of the two is to be used.

17) If this project is a LAFA Project the Contractor shall make himself familiar with the Section “Federal Aid Contract Requirements” contained in this manual. Federal and State Prevailing Wage Rate requirements apply to this contract. In case of variance between (1) the schedule of prevailing rates of wages and supplements as determined under Section 220 of New of New York State Labor Law, and (2) the schedule of rates of wages as determined pursuant to the Davis-Bacon Act, the Contractor shall accept and use the schedule or schedules that establish the higher rate of wages as the minimum for the workmen who are employed on the project. A copy of the current rates are included in this proposal.
18) **The following does not apply to LAFA Projects:**

The Contractor shall be aware that the local laws regarding minority and women business enterprise and utilization requirements may change during the course of this contract. In that instance, the Contractor shall follow the most stringent requirements, as applicable.

**Liquidated Damages**

The Contractor agrees to be liable for liquidated damages and shall pay to the County an agreed upon fixed sum of $2,500.00 per day as Liquidated Damages for each calendar day.

- Calendar days of the delay shall be counted until the work is complete.
- The Contractor agrees to be liable for Liquidated Damages provided the right of the Contractor to proceed has not been terminated.
- The Contractor shall not be charged with Liquidated Damages because of delays in the completion of the work due to causes demonstrated to be beyond the control of the Contractor.
- The Contractor, by the submission of the bid proposal and the execution of the contract, hereby agrees that the Liquidated Damages appearing in both the bid and contract documents are reasonable given the circumstances and necessities of the contract.
- The Contractor agrees that no payment or compensation of any kind shall be due to the Contractor because of hindrance or delay from any cause in the progress of the work, whether such delay is avoidable or unavoidable. An extension of the roadway re-opening date or contract completion date shall be the only remedy granted to the Contractor for any such hindrance or delay. This extension of time shall only be granted by the Commissioner of Public Works or by the Deputy Commissioner of Highways.

**PROJECT SPECIFIC NOTES**

1) The Contractor's attention is directed to the fact that this project involves work above the active railroad tracks of CSX Transportation. Project specific **CSXT SPECIAL PROVISIONS, CONSTRUCTION REQUIREMENTS, and INSURANCE REQUIREMENTS** are part of this contract. The details of these requirements may be found on Pages SI 32 through SI 39.

2) The Contractor is hereby notified that Asbestos Remediation will be required on this project. The details of this requirement may be found on Pages SI 40 through SI 42.

3) This project includes the relocation of waterlines owned and/or maintained by the Erie County Water Authority. The **OWNER REQUIREMENTS FOR WATERMAINS AND APPURTENANCES**, along with specifications and details may be found on Pages SI 49 through SI 131.
4) The Contractor's attention is directed to the fact that this project is adjacent to the flight path approach of the Lancaster Airport. A Notice of Proposed Construction or Alteration has been filed with the Federal Aviation Administration.

5) The Contractor is hereby notified that a New York State Electric & Gas (NYSEG) Substation is located between the bridges scheduled for removal/replacement. Access to this Substation must be maintained at all times.
2. Be aware of the conditions of Paragraph C, Special Instructions, and take every precaution to protect to the best of his ability those utility facilities above and below ground.

3. Time is of the essence and award of this contract shall be, consistent with the requirements of General Municipal Law, Section 103, based on a Contractor who can show an ability to timely and properly complete the project.

The Contractor shall demonstrate this ability by submitting the following with his bid proposal:

a. The name of a qualified Superintendent selected by the Contractor who has a proven ability to complete projects on time, in accordance with Contract terms, and has a minimum of at least one year's experience as a Superintendent on a similar type and size of project. The Superintendent's name shall be indicated on the construction schedule.

The Superintendent shall be maintained on the work full time and give efficient supervision to the work until its completion. The Superintendent shall have full authority to act on behalf of the Contractor, and all directions given to the Superintendent shall be considered given to the Contractor. In general, the Engineer's instructions shall be confirmed in writing and always upon written request from the Contractor. The Superintendent shall attend all scheduled project meetings. (These may be scheduled weekly, bi-weekly, monthly or as scheduled by the Engineer.)

b. A construction schedule which shall list the various operations to be performed and indicate the time period during which the work will be accomplished.

The construction operations shall include as applicable, but are not limited to:

- Survey
- Construction Signs
- Close Road/Bridge
- Clearing and Grubbing
- Excavation
- Utilities
- Drainage
- Gutter and Curbs
- Subbase
- Asphalt Pavement and Shoulders
- Base, Binder and Top
- Sidewalk
- Topsoil
- Seed
- Guide Rail
- Bridge Rail
- Traffic Signal
- Pavement Markings
- Signs
- Milling
Additionally, the schedule shall state the manpower to be used for each operation. This shall include the number of men required for each operation for each day (maximum, minimum, and average manpower per day). Also, a short description of the tasks involved in each operation is required, i.e. under Clearing and Grubbing, define what section of project is to be worked on (East side of road between Sta. 10+020 to Sta. 10+180).

For sample schedule and description of tasks see pages SI-17 and SI-18.

The purpose of this schedule is to provide assurance that this project will be completed on time and it shall not be deemed to shift responsibility for the performance of the Contract from the Contractor to the County.

c. The construction schedule, along with the list of operations, shall be attached to the inside of the back cover of the proposal.

d. The Commissioner reserves the right to waive all informalities.

4. The Contractor shall not disturb the existing pavement in a manner that will interfere with snow removal or vehicular movement during the winter months. It is, therefore, entirely the Contractor's liability to maintain a smooth riding pavement should he elect to construct the necessary cross culverts and/or the foundation course.

5. Remove, store and protect from loss or harm the Owner's chattels, viz., road signs, directional signs, posts, rails, barricades, pipes, etc., and replace in accordance with Item 619.01.

6. The project identification signs that conform to the layout on page SI-19 of this document are not included in this contract.

7. The Contractor's attention is directed to Section 107-01 of the New York State Department of Transportation Standard Specifications requiring procurement of all necessary licenses and permits not at the Owner's expense; further it requires the Contractor to observe all federal, state and local laws and regulations which may affect the Contractor's operations on this project. This information is provided as a convenience to bidders and contractors. It is not intended to be all-inclusive and does not relieve the Contractor of his responsibility to determine which federal, state and local laws and regulations apply to his operations on this contract and to comply with them. A partial list of some of the most recent requirements follows:

a. Article 23, Title 27 of the Environmental Conservation Law, known as the "New York State Mined Land Reclamation Law," regulates borrow pits and aggregate sources outside state project areas where more than one thousand tons of minerals are removed from the earth within any twelve successive
calendar months. Applications for permits to operate such facilities must be made to the New York State Department of Environmental Conservation.

b. Industrial Code Rule No. 53, as amended, issued by the State of New York Department of Labor, Board of Standards and Appeals, regulates the reporting of construction, excavation and demolition operations at or near underground facilities.

c. Article 24 - Freshwater Wetland Act, an Act amending the Environmental Conservation Law, in relation to the regulation, management, protection and conservation of the freshwater wetlands of the State. This Act would require the Contractor to secure a permit from the clerk of the local government having jurisdiction or the State Department of Environmental Conservation if he wishes to undertake any regulated activities (such as excavation of borrow or disposal of soil material) upon freshwater wetlands as designated by the Commissioner of Environmental Conservation.

d. Chapter 418 of the Laws of 1975 added a new Section 380-a to the Vehicle and Traffic Law requiring covering of vehicles transporting loose material except under certain circumstances. The New York State Department of Transportation has promulgated rules and regulations concerning the covering of loose cargo which may be found in 17 NYCRR, Part 158.

e. When work is specified within the right-of-way of a New York State Highway, a New York State Highway Work Permit is required.

f. All costs associated with the compliance of all laws, regulations and ordinances shall be included in the prices bid for the respective contract items involved unless otherwise provided for in the contract.

8. SUBLETTING OR ASSIGNING THE CONTRACT

The Contractor shall perform with "his own organization", contract work amounting to not less than 50 percent of the original total contract price, except that any items designated by the County as "Specialty Items" so performed shall be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with his own organization.

a. "His own organization" shall be construed to include only workmen employed and paid directly by the Contractor and equipment owned or rented by him, with or without operators.

b. "Specialty Items" shall be construed to be limited to work that requires specialized knowledge, craftsmanship or equipment not ordinarily available in contracting organizations qualified to bid on the contract as a whole and, in general, are to be limited to minor components of the overall contract.

The following list of "Specialty Items" are items of work which require
special skills and comprise work which is not relevant to the general type of construction contained in this contract:

<table>
<thead>
<tr>
<th>ITEM NUMBER</th>
<th>ITEM DESCRIPTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>606 Series</td>
<td>Guide Railing</td>
</tr>
<tr>
<td>645 Series</td>
<td>Signs</td>
</tr>
<tr>
<td>685 Series</td>
<td>Pavement Markings</td>
</tr>
</tbody>
</table>

9. The Contractor shall water seeded and sodded areas and the cost of such watering shall be included in the prices bid for these items.

B. VACANT - COFFERDAMS

C. Utilities: The various utility companies which have installations in the contract area shall be notified by the Contractor when he is ready to start work. He shall cooperate with utility companies in the relocation of their facilities and in protecting such services and appurtenances as may be exposed to hazard during his work.

The Contractor is cautioned that the location of utilities shown on the Contract Plans is not guaranteed, nor is there any guarantee that all such lines within the Contract limits have been shown on the plans. It will be the Contractor's responsibility to satisfy himself as to the exact condition and at his own expense to protect and support by sheeting, if necessary, all utilities encountered.

D. The Contractor shall furnish for use of the field Engineers an approved waterproof building. This building shall be erected at a location to be selected by the Engineer and shall be separated from any building used by the Contractor. All the requirements of Item E637.06 Engineer's Office Type 2 shall apply and payment shall be made under the respective item.

E. Clearing and grubbing shall include work as ordered by the Engineer on the entire area between the right-of-way lines.

F. The Contractor shall mow all grass and weeds to a minimum height of six inches on all areas between right-of-way lines before final acceptance of the project.

G. County Roads in the vicinity of this project are not capable of sustaining the traffic of heavy loads under certain conditions of weather and moisture. The Contractor's attention is specifically called to the fact that the Deputy Commissioner-Highways will cause any road that is being damaged by heavy loads to be posted to a restricted loading. This limited loading restriction will not be removed for the hauling of road materials to the contract site without a suitable guarantee by the Contractor that he will repair the damaged sections of the roads at his own expense. The Contractor, in accepting this contract, will hold the County free from any liability because of the added cost. No loads will be accepted on the contract site if the loads transported exceed the limits of Article 10 of the Vehicle and Traffic Law. The maximum legal loadings are hereby stipulated:

(a) Maximum gross load - per axle = 11 tons
(b) Maximum gross load - two axles = 18 tons
(c) Maximum gross load - more than two axles = 35 1/2 tons
Variations of (b) and (c):

(b) Variations of this restriction include (1) tandem rear axles less than forty-six (46) inches apart being deemed as a single axle; (2) consecutive axles being less than ten (10) feet apart.

(c) Variations of this restriction include tractor-trailers, whereby seventeen (17) tons plus the distance between the outermost axles times one thousand (1000) equals gross weight which shall not exceed thirty-five and one-half (35 1/2) tons.

H. DRAINAGE

Plugging - Where existing drainage structures are removed, the outlet pipe is to be removed and plugged at the structure, and/or plugged at the main, as ordered by the Engineer.

No direct payment will be made for this work. The cost to be included in the price bid for the drainage items in the Contract.

Tap-ins - Where the Contractor is required to break into existing structures or pipes for the proper installation of the storm drain system, no separate payment will be made for this work, but the cost thereof, shall be included in the price bid for the pipe items.

Temporary - The Contractor shall provide all temporary drainage facilities required to insure the satisfactory drainage of the entire project during construction. Unless specified otherwise, no direct payment will be made for temporary pipes, structures, ditches, channels and special grading, but the cost shall be included in the price bid for all the items of this contract.

I. USGA, USC & GS - BENCH MARKS OR OTHER GOVERNMENT MARKS

Whenever the Contractor encounters, in his work, any Government bench or reference mark, he shall report same to the Engineer in Charge who will instruct the Contractor in the procedure to be followed to provide the necessary protection and/or survey work required to transfer and reference the mark so it can be reestablished or relocated.

The Contractor will be responsible for the protection of the "mark", and it is noted that anyone who disturbs a Government "mark" is subject to both fine and imprisonment if proper arrangements are not made before the mark is disturbed.

J. NOTIFICATION OF FIRE, POLICE AND POSTAL AUTHORITIES

The Fire, Police and Postal Authorities for the areas concerned in this contract shall be notified in advance of the beginning of construction of the proposed schedule and shall be kept appraised of progress of the work in order to coordinate and maintain sufficient Fire and Police protection and Postal service.

The Contractor shall file with the above agencies a list of the names, addresses and telephone numbers of the principals or their authorized representatives who can be contacted.
at any time in the event of an emergency. The Contractor shall also provide the Engineer with a copy of the list noted above.

K. "BUTT" JOINTS FOR ASPHALT CONCRETE TRANSITIONS

Butt Joints will be required on the main line at the junction of the new and existing pavements, at major intersections or A.O.B.E. to provide a smooth riding pavement transition. "BUTT" JOINTS FOR ASPHALT CONCRETE TRANSITIONS

The following sketch shall be used as a guideline for constructing the transitions:

NOTES: The length of transition will be determined by existing gradients, depth of new asphalt courses and A.O.B.E. Areas that are over excavated or rough cut shall be brought up to "Proposed Pavement Removal Limits" with an acceptable leveling course. Tack coats shall meet the requirements of Subsection 702-3401.

When cement concrete finished pavement is to be resurfaced with asphalt concrete, the Contractor may prefer to remove pavement to its full depth within the joint slot area to construct the "Butt" joint. This area will be regraded and the pavement replaces with Asphalt Concrete in a manner acceptable to the Engineer.
Payment for excavation, disposal, sawing pavement, tack coats and regrading subbase courses within the slotted areas shall be included in the prices bid for the various asphalt concrete items in the Contract.

L. DRIVEWAYS AND ENTRANCES

Driveways and entrances will be re-established where ordered by the Engineer with material in the Contract matching as near as possible the original construction or as shown on the plans or as ordered by the Engineer. These materials will be paid for under the appropriate contract items.

Driveways and Entrances beyond the right-of-way will be re-established upon request of the abutting property owner affected, in accordance with Section 118, Sub.Paragraph 6 of the Highway Law.

M. REMOVAL OF EXISTING PAVEMENT, DRIVEWAYS AND SIDEWALKS

Where existing concrete or bituminous pavement, sidewalk and driveway courses are to be removed, they shall be saw cut to prevent irregular breakage and removed in such a way that the edge of the adjoining course to remain will be straight and cleanly cut.

Care should be used to prevent damage to underground facilities. The breaking up of existing pavement by means of dropping a heavy weight, known as a "head buster" or pavement breaker, will NOT be permitted.

All costs incidental to such work shall be included in the price bid for those items which require this procedure.

N. GUIDE RAIL

The Contractor's attention is directed to the fact that the practice of erecting guide rail, mall barrier and median barrier on their respective posts overnight and on weekends and holidays without completely bolting the beam splices will not be permitted. All rail and barrier in place during these times shall be structurally complete.

O. DRUG AND ALCOHOL PROGRAM

The Contractor will be required to comply with the drug and alcohol program as set forth under Federal Law CFR, Title 49, Part 40 and 382. Therefore, the Contractor must complete the "Acknowledgement of Drug and Alcohol Testing Program Compliance" form (DA-1) included herein and submit it with the bid.

P. Every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course.

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 employee is first listed.
Proof of completion may include but not limited to:
- copies of bona fide course completion card;
- training roster, attendance record of other documentation from the certified trainer pending issuance of the card.
A certification by the employer attesting that all employees have completed such course is not sufficient proof that the course has been completed.

Any questions regarding the statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-485-5696.

Q. SPDES GENERAL PERMIT COMPLIANCE

The Contractor shall not cause or contribute to the Erie County Department of Public Works, Division of Highways ("Division") violating any of the terms, conditions, or requirements of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems ("MS4s"), Permit No. GP-0-08-002, as amended or revised ("SPDES MS4 Permit") and the Contractor shall not violate any of the terms, conditions, or requirements of the SPDES General Permit for Stormwater Discharges from Construction Activity, Permit No. GP-0-08-001, as amended or revised ("SPDES Construction Permit").

1. Illicit Discharge Prohibition. In accordance with the terms of the SPDES MS4 Permit, the Contractor shall not discharge or allow to be discharged any materials other than stormwater into the municipal separate storm sewer system, which shall be deemed to include any roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm sewers, any of the foregoing of which are owned or operated by a publicly funded entity, including a City, Town, Village, or County in New York State; are designed or used for collecting or conveying stormwater; are not a combined sewer; and are not part of a Publicly Owned Treatment Works, as defined at 40 CFR § 122.2, except as provided in the SPDES MS4 Permit. In addition, the Contractor shall not cause or contribute to a violation of an applicable water quality standard.

2. SWPPP Requirement. In accordance with the terms of the SPDES Construction Permit, if the work to be performed in accordance with this Itemized Proposal, Special Provisions, and Contract ("Contract") disturbs one (1) acre or more of land, or less than one acre that is part of a larger common plan of development or sale disturbing one (1) acre or more of land in the aggregate ("Land Disturbance Activity"), then the Stormwater Pollution Prevention Plan ("SWPPP") prepared for the project by a professional engineer or landscape architect licensed in the State of New York shall be attached to this Contract.

3. Contractor and Subcontractor Certification. The Contractor shall sign and date a copy of the following certification statement before undertaking any Land Disturbance Activity and shall ensure that any subcontractor who will be involved in soil disturbance and/or stormwater management practice installation shall also sign such certification statement: "I hereby certify that I understand and agree to comply with the terms and conditions of the Stormwater Pollution Prevention Plan and agree to
implement any corrective actions identified by the qualified inspector during a site inspection. I also understand that the owner or operator must comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") general permit for stormwater discharges from construction activities and that it is unlawful for any person to cause or contribute to a violation of water quality standards. Furthermore, I understand that certifying false, incorrect or inaccurate information is a violation of the referenced permit and the laws of the State of New York and could subject me to criminal, civil and/or administrative proceedings." Such certification statement shall include the name and title of the individual providing the signature, the address and telephone number of the Contractor or subcontractor, the address (or other identifying description) of the construction site, and the date the certification is made. A copy of all such certification statements shall be attached to and become a part the SWPPP.
# Construction Schedule

**Sample**

**Contract No.:** Erie County  
**Contractor:**  
**Supervising Engineer:**  
**Date:**  

<table>
<thead>
<tr>
<th>*</th>
<th>Operation</th>
<th>Year</th>
<th>Min</th>
<th>Max</th>
<th>Avg</th>
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* See attached description of tasks for each operation.
DESCRIPTION OF OPERATION TASKS

Project Number FA 139-RR2-11

Replacement of Pavement Road Bridges

Bid Date April 28, 2011

Erie County

1) Survey

The staffing for this operation will range from a maximum of 3 workers to a minimum of one surveyor, with an average of 2 workers. The first operation will be to run the baseline, and from that he will run the centerline, then progress with the daily operations of the project.

2) Construction Signs

Construction signs for the detour will be installed the day after the award. A four-man crew will install these signs. Upon completion and acceptance of the project, the signs will be removed with a similar crew.

3) Clearing and Grubbing

Clearing and grubbing will be performed by a subcontractor. His crew will consist of an average of 2 workers. The subcontractor will start as soon as the award is granted. All work will be done under the direction of the general contractor.

4) Asphalt Pavement Base

Base pavement will be installed as soon as subbase is fine graded. The operation will begin at the portion of the project constructed in Phase 1, Sta. 9+920 to Sta. 10+180. The operation will be continuous until completed, and then repeated for the Phase 2 portion of the project, Sta. 10+180 to Sta. 10+560.

5) Traffic Control

Phasing of the project is required to maintain access to the NYSEG Substation between the bridges. Signage for the detour will be maintained at all times and access to the site will remain unrestricted.

6) Earthwork Operations

Embankment construction will progress in an orderly manner so as not to disrupt access to the NYSEG Substation.
Project Sign
2 Required

Payment for signs to be included in bid price for 619
Black letters stenciled on white background (freehand lettering not allowed)
The following section does not apply to Locally Administered Federal Aid Projects:

Minority/Women’s Business Utilization Commitments

Erie County’s Minority and Women’s business Utilization Local Law No. 1, 1987 requires all prime contractors awarded construction contracts let by the County of Erie to exemplify Affirmative Action and subcontract to minority and women’s business enterprises MBE/WBE. 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 Blacks, Hispanics, Asian Americans, American Indians, Eskimos and Aleuts. MBE’s must be certified by the Erie County and/or the Erie County City of Buffalo Joint Certification Committee.

For the purpose of these regulations, the term “Women’s Business Enterprise” refers to a business at least fifty-one percent (51%) of which is owned and controlled by women. WBE’s must be certified by Erie County and/or the Erie County City of Buffalo Joint Certification Committee.

Be it further understood that in order for a Minority and/or Women’s Business to be certified as such by Erie County and/or the Erie County City of Buffalo Joint Certification Committee and the proposed business is incorporated, that the MBE/WBE must own and control 51% of the stock authorized to be issued by the corporation. Such authorization is made in the Certificate of Incorporation.

The County of Erie has determined that a goal of ten percent (10%) of the total contract value represents a fair share of minority business utilization and two percent (2%) of the total contract value represents a fair share of women’s business utilization on each construction contract awarded.

This local law requires that positive efforts be made by recipients of Erie County construction contracts to utilize minority and women 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 Erie County contracts estimated to exceed $100,000 are to take positive steps to afford fair opportunities to MBE’s and WBE’s. Positive steps shall include but not be limited to:

A. Utilizing a source list of bonafide minority and women’s business enterprises;

B. Solicitations of bids from MBE’s and WBE’s particularly of those located in Erie, Niagara, Cattaraugus and Chautauqua Counties;
The following section does not apply to Locally Administered Federal Aid Projects:

C. Giving minority and women firms sufficient time to submit proposals in response to solicitations; and

D. Maintaining records showing minority and women business enterprises and specific efforts to identify and award contracts to these companies.

Each contractor bidding on a County of Erie Contract is to contact MBE’s and WBE’s and solicit bids for various aspects of each project. The contractor is to supply the County MBE/WBE office with information regarding contracts for services and products with minority and women business enterprises and the dollar amount of each contract on the Minority Business Utilization Report.

E. Where the MBE or WBE is a supplier, a credit of one hundred percent (100%) of the dollar value of the subcontract between the MBE or WBE and the contractor shall be awarded toward the fulfillment of the appropriate goal.

1. For purposes of this Section, an MBE or a WBE will be considered a supplier when it:

   a. Assumes actual or contractual responsibility to furnish supplies and/or materials and is the manufacturer of those supplies and/or materials; or

   b. Is recognized by the manufacturer involved as a distributor of its supplies and/or materials; and

   c. Owns or leases a warehouse, yard, building or other facility which is necessary and customary to carry out the purported function of the business; and

   d. Distributes, delivers, and services the supplies and/or materials with its own staff.

F. Where an MBE or WBE performs a sales function, which is customarily performed as a distinct and necessary part of the supply process, a credit of twenty-five percent (25%) of the dollar value of the subcontract between the MBE or WBE, the contractor will be awarded toward the fulfillment of the appropriate goal;

G. Where the MBE or WBE performs a function or service which is commercially unnecessary, such as acting as a passive conduit in the supply process of duplicating a service provided by others in the same chain of supply from manufacturer to purchaser, no credit will be granted toward the appropriate goal;
The following section does not apply to Locally Administered Federal Aid Projects:

H. The qualifications set forth in subsections E, F, and G, above of this Action shall be certified by the Erie County Equal Employment Opportunity Office.

All bidders shall submit to Erie County the Minority Business Enterprise Utilization Report Part A with the Bid. Part A includes a list of MBE's and WBE's from whom the contractor has solicited bids, or with whom the contractor has signed a binding contractual agreement or with whom the contractor is presently negotiating an agreement. A contractor's bid shall not be considered 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/WBE Program, the Joint Venture Disclosure Affidavit must be submitted with Part A by all parties involved. Only to the extent that a minority and/or women's business enterprise contributes to and is paid for its participation in a Joint Venture will that dollar amount be credited towards the 10% and/or 2% respectively goal of minority/women's participation in the County of Erie MBE/WBE Program.

MBE's and WBE's must be certified before their participation may be credited toward the respective 10% and 2% goal. Where the proposed MBE and/or WBE is not certified by Erie County or the Erie County/City of Buffalo Joint Certification Committee, the appropriate Certification Disclosure Affidavit must be filed with the appropriate Erie County/City of Buffalo Department. Forms and lists of certified MBE's/WBE's may be obtained by calling 858-7542.

A Minority/Women's Business Enterprise Utilization Waiver Request must be completed and submitted with the Utilization Report Part A to the County of Erie along with the bid. Waivers shall be granted only where the availability of MBE's and/or WBE's in the market area of the project is less than the respective 10% and 2% goal.

Sufficient information must be provided on the Minority and/or Women's Business Enterprise Utilization Waiver Request to ascertain whether a waiver should be approved, conditionally approved or rejected by the Department of Public Works or the Department of Environment and Planning on the advice of the MBE/WBE Office.

A waiver approval limits the contractor's obligation to solicit MBE's and/or WBE's for a particular project only. It does not relieve the contractor of MBE/WBE utilization for any other County of Erie project on which he submits a bid.

Conditional approval of the waiver request makes it necessary for the contractor to continue soliciting MBE's/WBE's for contracting purposes, after he has been declared the low bidder.
The following section does not apply to Locally Administered Federal Aid Projects:

An MBE/WBE Utilization Waiver Request will be rejected if the contractor:

1. Fails to provide information on the Minority and/or Women’s Business Enterprise Utilization Report at the time of the bid opening.

2. Provides fraudulent information on the MBE/WBE reports.

3. Fails to make an honest, good faith effort to recruit and contact with MBE’s/WBE’s; or

4. Takes any other action which is contrary to the spirit and intent of the law.

The information provided on the MBE/WBE Waiver Request and the MBE/WBE Utilization Report will be considered concurrently to determine if a waiver should be approved, conditionally approved or rejected.

The successful low bidder shall submit to the Erie County MBE/WBE Office within 15 business days of the bid opening, a schedule for minority/women’s business enterprise participation, listing the minority/women’s business enterprise 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/women’s business enterprise.

A letter of intent to enter into a subcontract or purchase agreement, contingent upon contract award, indicating the agreed upon price and scope of work, shall be provided, signed by both the contractor and the minority/women’s business enterprise. The prime contractor shall not substitute or delete the listed minority and/or women’s business enterprise without the written consent of Erie County.

In the event that the MBE/WBE 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 and WBE’s in pursuit of the goal. Such documentation includes, but is not limited to advertisement in minority-focus media, written contact with minority contractors’ associations and community groups, and copies of direct solicitation of individual minority businesses indicating sufficient time to prepare quotations. Where an MBE/WBE is rejected due to price, the contractor shall provide documentation of the successful bidder’s price along with evidence showing the work to be performed in the same, and not a reduced portion thereof.

The contractor shall provide to the Erie County MBE/WBE Office copies of all subcontracts and/or purchase agreements with minority/women’s business enterprise within 15 days of contract award. A Notice to Proceed with construction shall not be issued until acceptance documentation is received.
The following section does not apply to Locally Administered Federal Aid Projects:

When the project is 30% complete, the contractor shall submit to the MBE/WBE Office the Minority Business Enterprise Utilization Report Part B. Part B lists the MBE’s/WBE’s on the project, the dollar amounts paid to that date and the estimated amount remaining to be paid.

The Minority Business Enterprise Utilization Report Part C certifies the actual dollar amount expended to MBE’s/WBE’s. Part C must be completed by the prime contractor and submitted to the Erie County MBE/WBE office at the 75% project completion level.

The Final Minority Business Enterprise Utilization Report Part D certifies the total dollar amount expended to MBE’s/WBE’s. Part D and all cancelled checks payable to the MBE’s/WBE’s on the project is to be submitted to the Erie County MBE/WBE office with the request for final payment.

In the event a contractor fails to comply with these provisions, Erie County 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 County of Erie’s commitment to assure that on all contracts awarded prime contractors expend a fair share of the contract with bona fide minority and women owned business enterprises in accordance with the goals set forth in the Minority Business Utilization Local Law, No.1, 1987; Local Law No. 5; Local Law No. 9, 2005.

Failure to comply with the provisions of the law shall constitute a break of contract subject to all remedies available to Erie County.

The Prime contractor and all minority and women owned business subcontractors are bound by all requirements as put forth in the County of Erie Standard General Conditions and all modifications thereto contained in these Contract Specifications.
A LOCAL LAW in relation to a requirement for New York State Certified Worker Training Programs by contractors and subcontractors under construction contracts, as defined herein, with the County of Erie.

BE IT ENACTED BY THE ERIE COUNTY LEGISLATURE AS FOLLOWS:

Section 1. Legislative Intent.

The Erie County Legislature hereby finds, declares and determines that:

A. New York Labor Law Section 816-b specifically authorizes this Local Law.

B. There has been a long and productive history of partnership between labor and management in the training of workers in New York State.

C. New York State Certified Worker Training Programs are valuable educational and training tools for the local workforce by reducing reliance on out-of-area labor for construction projects.

D. New York State Certified Worker Training Programs provide opportunities to residents in this area through training and education for skilled jobs.

E. These skilled jobs allow us to reinvest our taxpayer dollars spent on local construction projects so that local workers and local tax dollars remain within the local community.

F. It would be valuable to encourage labor and business/industry to participate in New York State Certified Worker Training Programs to meet the increased need for trade persons while providing residents the means to earn a better living and fostering the local and regional economies.

G. It is valuable for local government to encourage broad participation in such New York State Certified Worker Training Programs by the residents of Erie County and to foster the equal opportunity of men and women of all races and backgrounds to participate in order to enhance workforce development and diversification, and to prevent exclusionary practices which have historically excluded women and minorities.

H. The New York State Department of Labor sets objective standards and provides oversight for New York State Certified Worker Training Programs. These Programs are important because they require on-the-job training and classroom training, and provide objective industry standards. In effect these programs lead to a standardized, cost effective and skilled local workforce.

I. Nothing in this Local Law should be read to abrogate the duty of Erie County with respect to its MBE/WBE requirements.

Section 2. Short Title.

This Local Law shall be known as "The Erie County Workforce Development and Diversification New York State Certified Worker Training Program."
Section 3. Definitions.

A. "New York State Certified Worker Training Program" shall mean: a state registered and regulated apprenticeship program through the New York State Department of Labor that has been approved by the New York State Commissioner of Labor in accordance with Article 23 of the New York Labor Law, that includes the following standards:

(i) An organized, written plan in place that embodies the terms and conditions of employment, and the training and supervision of one or more workers;

(ii) A schedule of wages to be paid to the worker consistent with the skills required and approved by the New York State Department of Labor;

(iii) Equal opportunity and affirmative action plans;

(iv) Workforce development and diversification goals to ensure that the contractor will diligently work toward a minority workforce goal of 30% minority and female participation combined in project personnel including trades people, trainees, journeymen, apprentices, and supervisory staff; and

(v) A minimum of ten (10%) percent of the total construction workers, trades people, trainees, journeymen, and apprentices employed at any given time on a particular project by any and all contractors or subcontractors must consist of persons participating in a New York State Certified Worker Training Program.

B. "Commissioner" shall mean the Commissioner of the Erie County Department of Public Works.

C. "Construction contract" shall mean projects with a value in excess of $250,000 where Erie County is a direct or indirect party to the contract which includes more than an incidental amount of construction type activity intended to benefit the public, including all work which is necessary, incidental or connected with the execution of the contract which is performed by construction workers. A public entity need not be party to the construction contract. A construction contract includes: projects that Erie County funds directly, projects that Erie County funds indirectly by providing funds to a separate entity to perform the construction type activity; privately financed construction projects specifically built with the intent of leasing them to any Department of Erie County government; and construction projects built under Erie County's direction and later paid for with Erie County funds.

D. "Construction subcontract" shall mean any subcontract between a contractor who has a construction contract as defined in Section 3, subdivision C above.

E. "Contractor" or "subcontractor" shall mean a contractor or subcontractor that directly employs construction workers, as defined below, under a construction contract or construction subcontract, as defined herein, for which a New York State Certified Worker Training Program is required.

F. "Construction worker" shall mean an individual directly involved in the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition or otherwise providing for any building, facility, roads, highways, bridges, or physical structure of any kind, but does not include professional services employees or those construction workers for which a New York State Certified Worker Training Program does not exist.

Section 4. Requirements.

A. Any contractor, prior to entering into a construction contract as set forth in section 3 (C) above, or any subcontractor entering into a construction subcontract with a contractor who has a construction contract with the County of Erie is required to have in place and provide written proof of same at the time of bid a New York State Certified Worker Training Program, either internally to the contractor or subcontractor and/or through an organization servicing several contractors or subcontractors, appropriate for the type and scope of work to be performed.

B. Any contractor or subcontractor, as defined herein, shall strive to meet the minimum workforce development and diversification goals set forth in section 3(A) (iv) above. Such contractors and/or
subcontractors shall provide the Commissioner or designated compliance officer with the following:

(i) A monthly workforce census and such other employment and/or payroll records necessary to verify an attempt to achieve the workforce development and diversification goals set forth in Section 3(A)(iv) above.

(ii) Access to and cooperation with the project compliance officer to review records on-site and/or at worksite premises to validate attempts to achieve the workforce development and diversification goals set forth in Section 3(A)(iv) above.

(iii) With bid submission, a statement committing to providing apprenticeship training opportunities to workers, as well as details of workforce diversification recruiting program directed at attracting candidates to fill positions to meet the minimum workforce development and diversification goals set forth in Section 3(A)(iv) above.

Section 5. Rules & Regulations.

As of the date this Local Law becomes effective, the Commissioner of the Erie County Department of Public Works shall promulgate such rules and regulations that are lawful, necessary and appropriate to implement, enforce or otherwise carry out the purposes of this Local Law, provided that the Legislature, by simple majority, has not voted to disapprove such rule or regulation within sixty (60) days from the Commissioner's written notice to the Legislature that such rule or regulation has been promulgated.


There shall be an Independent Monitor to report on the compliance of each County contractor and subcontractor with this Local Law's workforce development and diversification goals. The Commissioner of DPW shall develop regulations that provide for the compensation of the Independent Monitor.

The Monitor shall monitor and review every facet of construction to report what percentage of the goals that are established for minority and female participation are met or exceeded. The Monitor shall report to the Equal Employment Opportunity Office on the compliance of each contractor and subcontractor with the workforce development and diversification goals. The Monitor shall file monthly reports with the Equal Employment Opportunity Office regarding the actual workforce development and diversification goals, including reporting all instances of non-compliance; make appropriate recommendations to the Equal Employment Opportunity Office when non-compliance is evident with supportive documentation; develop a database of the workforce of each contractor and subcontractor to provide a visual format of each contractor's workforce, both monthly and year-to-date cumulative totals on each construction contract.

Section 7. Compliance.

The Director of Erie County Division of Equal Employment shall ensure that all contractors and subcontractors entering into a construction contract as it is defined herein, maintain records which prove that each construction worker as it is defined herein, signs in and out at the beginning and end of each day, listing next to his or her name his or her craft, and status as journeyman or apprentice, if applicable.

Section 8. Penalties.

Violation of any provision of this Local Law shall constitute cause, grounds or other legal justification for termination of any contractual agreement with any contractor or subcontractor engaged in a construction contract or construction subcontract with the County, in accordance with County and state laws, rules and regulations governing the termination of such contractual agreements.
Section 9. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this Local Law or the application thereof, to any person, individual, corporation, firm, partnership, entity or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional such order of judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this Local Law or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such judgment or order shall be rendered.

Section 10. Applicability.

This Local Law shall apply to construction contracts advertised for bids on or after the effective date.

Section 11. Effective Dates.

This Local Law shall take effect 30 days after the filing with the Secretary of State, in accordance with Section 27 of the New York State Municipal Home Rule Law.
2. Rules and Regulations Adopted by the Erie County Commissioner of Public Works Regarding Local Law No. 2-2006

RULES AND REGULATIONS ADOPTED BY THE
ERIE COUNTY COMMISSIONER OF PUBLIC WORKS
REGARDING:
COUNTY OF ERIE
LOCAL LAW NO. 2-2006

A LOCAL LAW in relation to a requirement for New York State Certified Worker Training Programs by contractors and subcontractors under construction contracts, as defined herein, with the County of Erie.

Pursuant to Section 5 of Erie County Local Law No. 2-2006, "the Commissioner of the Erie County Department of Public Works shall promulgate such rules and regulations that are lawful, necessary and appropriate to implement, enforce or otherwise carry out the purposes of this Local Law..." Such rules and regulations are as follows:

1. Definitions.

"Bidders" – an individual or entity which submits a formal Bid for a Construction Contract, as hereinafter defined.

"Bids" – formal bids submitted for a Construction Contract, as hereinafter defined, in accordance with New York General Municipal Law.

"Commissioner" – Erie County Commissioner of Public Works

"Construction Contract" – a contract for a Project which includes more than an incidental amount of construction-type activity performed by persons in trades or careers for which there exists an NYSCATP, as hereinafter defined.

"Contracting Agency" – a department, division, board, agency or office of the County, an entity undertaking a Project that Erie County funds indirectly, or an entity undertaking a Project with the specific intent of leasing the completed Project to the County, which solicits and receives Bids for a Construction Contract.

"Local Law" – Erie County Local Law 2-2006

"Monitoring Agency" – the Erie County Equal Employment Opportunity Office

"New York State Certified Apprentice Training Program" or "NYSCATP" – a state registered and regulated apprenticeship program(s) approved by the Commissioner of the New York State Department of Labor in accordance with Article 23 of the Labor Law and the Rules and Regulations thereto.

"Prime Contractor" – the party with whom the Contracting Agency contracts with on a Project.

"Project" – the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition or otherwise of any building, facility, roads, highways, bridges, or physical structure of any kind, estimated by the Contracting Agency as having a cost to complete in excess of $250,000, for which the County is a direct or indirect party to a Construction Contract. Projects include those: that Erie County funds directly, either in whole or in part; that Erie County funds indirectly, either in whole or in part, by providing funds to a separate entity to perform the construction-type activity; privately financed construction projects specifically built with the intent of leasing the completed project to Erie County; and construction projects built under Erie County's direction and later paid for with Erie County funds.

"Rules" – these rules and regulations promulgated by the Commissioner pursuant to the Local Law.

"Subcontractor" – A subcontractor to a Prime Contractor.

"Workforce" – the total worker hours anticipated on the Construction Contract to be undertaken by workers in careers or trades for which there exists an NYSCATP.

2. Rules and Regulations.
a. Each Contracting Agency shall include in its bid specifications provisions for the implementation of the Local Law and these Rules. Bids shall demonstrate a Bidder's ability to comply with the Local Law and these Rules and in the event that Bidder is a successful Prime Contractor on a Construction Contract.

b. Bidder shall submit as part of the Bid a copy of the certification of approval of the NYSCATP by the New York State Department of Labor which will be used by the Bidder in connection with the Construction Contract. Such NYSCATP shall be a NYSCATP registered by the NYS Commissioner of Labor which will be utilized by the Bidder on the Construction Contract by the Bidder as a Prime Contractor or by the Bidder's Subcontractor(s).

c. As part of its' Bid, Bidder shall provide a written plan demonstrating how apprentices will be utilized by the Bidder as Prime Contractor or by Subcontractor(s) to the Bidder as Prime Contractor. Such plan shall include at a minimum, but not be limited to the following:
   i. An organized, written plan in place that embodies the terms and conditions of employment, training and supervision of one or more apprentices;
   ii. A schedule of wages to be paid to the apprentices consistent with the skills required and approved by the New York State Department of Labor;
   iii. Equal employment opportunity and affirmative action plans.
   iv. demonstration that ten percent (10%) of the Workforce of the Prime Contractor (inclusive of the workforce utilized by any Subcontractor(s) to the Bidder) shall consist of persons participating in New York State Certified Apprentice Training Programs.

d. In the alternative, Bidder may provide a statement as to the inapplicability of apprenticeship participation on the Prime Contract and the related subcontracts due to the lack of career opportunities in NYSCATP approved by New York State Department of Labor Commissioner or that the magnitude of the Construction Contract would make use of apprentices impracticable. In the event that Bidder provides a statement that there is a lack of such career opportunities or the use of apprentices on the Construction Contract is impracticable, said Bidder may not be deemed non-responsive by virtue of the submission of such a statement, as determined by the Monitoring Agency. Applicability of this section will be viewed within the total Workforce of each Prime Contract and not as a function of each subcontract of the Construction Contract as a whole.

e. As part of its' Bid, Bidder shall provide affirmation of its commitment toward acceptable achievement or progress towards the County of Erie workforce development and diversification goal in all construction contracts of thirty percent (30%) minority and female participation combined in project personnel including trades people, trainees, journeymen, apprentices and supervisory staff.

f. Contracting Agency may determine prior to the advertisement of bids for the Project or prior to the award of Bids that the nature of the Construction Contract does not provide an adequate opportunity for the use of NYSCATP for such reasons including, but not limited to, that:
   i. 75% or more of the value of the Construction Contract involves material, equipment and/or supplies; or
   ii. there is a lack of NYSCATP approved by the Department of Labor for at least 75% of the work hours anticipated to be spent on construction-type activity involved in the Construction Contract; or
   iii. the Construction Contract is in response to an emergency condition; or
   iv. the Project is estimated to cost less than $250,000; or
   v. none of the bids received were from Bidders who had an NYSTACP.

g. All Bids shall be reviewed by the Monitoring Agency within 10 business days of delivery of the Bids by the Contracting Agency to the Monitoring Agency. A Contracting Agency shall not reject any Bid as being non-responsive to the requirements of the Local Law and these Rules, unless the Monitoring Agency, within 10 business days of receipt of Bids from the Contracting Agency, provides the Contracting Agency with a written report recommending non-responsiveness of the Bidder and the reasons therefore. Determination of a Bidder's compliance with the Local Law and these Rules shall be the responsibility of the Monitoring Agency.

h. The Contracting Agency is permitted to require within the Bid specifications for a Project, a reasonable fee for the Prime Contractor to hire an independent monitor to review and report on the diversification goals of the Local Law.
3. Effect.

These Rules and Regulations shall become effective immediately. No Rule or Regulation promulgated herein shall be disapproved by the Erie County Legislature unless and until such time as the public, following 10 days advertised notice, is given the opportunity to comment upon such rule or regulation.

Dated and submitted to the Erie County Legislature as of this 11th day of July, 2008

GERARD J. SENTZ, P.E.
Erie County Department of Public Works
Commissioner
CSXT SPECIAL PROVISIONS

I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT's property, or to poles, wires, and other facilities of tenants on CSXT's Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.

B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK

Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:

A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten (10) business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.

B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.

C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become necessary, in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.

B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.

B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossings or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefore.
B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.

C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried out to the best advantage.

D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection with the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.

2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.

3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

B. Blasting

1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:

   a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.

   b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.

   c. No blasting shall be done without the presence of an authorized representative of CSXT. At least thirty (30) days advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.

   d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.

   e. Agency and Contractor shall not store explosives on CSXT property.

2. CSXT Representative will:

   a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.

   b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.
IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency’s or Contractor’s operations shall be performed at Agency’s expense.

X. FLAGGING / INSPECTION SERVICE

A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.

B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.

C. Agency or Contractor shall give a minimum of thirty (30) days advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to ninety (90) days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.

D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.

E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as a possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT’s Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.
CONSTRUCTION REQUIREMENTS

Prior to Contractor selection, it is recommended to include the following information in the project specifications where CSX Transportation (CSXT) coordination is specified.

1. All construction related correspondence will be directed to AECOM, formerly known as DMJH Harris, acting as the Construction Monitoring Representative (CMR) on behalf of CSXT, with the following contact and address:

   Brian V. Harrison
   Manager – Construction Services
   AECOM
   260 S. Broad Street, Suite 1500
   Philadelphia, PA 19102
   (215) 966-4846

   Upon receipt of notification, the CMR will direct the Contractor to the local CSXT construction contact for the project.

2. The Contractor shall submit the following construction procedures and documents. The Contractor shall obtain written acceptance before proceeding with construction.

   a. Means and Methods - The Contractor shall develop a detailed submission indicating the progression of work with specific times when tasks will be performed during the project. This submission will include a walkthrough at which time CSXT personnel will be present. Work will not be permitted to commence until the Contractor has provided CSXT with a satisfactory plan that the project will be undertaken without scheduling, performance or safety related issues. Provide a listing of the anticipated equipment to be used, the location of all equipment to be used and insure a contingency plan of action is in place should a primary piece of equipment malfunction. All work in the vicinity of CSXT property that has the potential of affecting CSXT train operations must be submitted and approved by CSXT prior to work being performed. This submission will also include a detailed narrative discussing the coordination of project safety issues between the sponsor, Contractor, CSXT and the CMR. The narrative shall address project level coordination and day to day, specific work operations including, but not limited to, crane and equipment operations, demolition plans, erection plans and temporary works.

   b. Demolition Shield - An overhead (deck level) demolition shield is required for the project. A track level shielding system will not be permitted. The demolition shield must maintain the existing vertical clearance over all tracks or a minimum of 23'-0" measured from top of high rail to the lowest point of structure in the clearance area which extends 6'-0" to both sides from centerline of track. Submittals must include a plan showing the details of the shield, a written installation and removal procedure and design calculations verifying the capacity of the shield. The shield should be a deck level shield designed for a minimum load of fifty (50) pounds per square foot plus the weight of the equipment, debris and any other load to be carried. A registered Professional Engineer in the State of New York must seal all demolition shield plans, calculations and procedures.

   c. Demolition Plans - Submittals must include detailed plans and procedures for all demolition activities. The submission shall indicate the location and capacity of any proposed cranes, the estimated lifting loads and the connection devices (i.e. slings, shackles, etc.) All lifting equipment and connection devices shall have capacity for 150% of the actual lifting load. The factor of safety provided by the manufacturer in the lifting capacity charts shall not be considered in the 150% requirement. Existing structures should be removed to a minimum of 3'-0" below the bottom of the existing CSXT ditches.
A registered Professional Engineer in the State of New York must seal all demolition plans, calculations and procedures.

d. Erection Plans – Submittals must include detailed plans and procedures for all erection activities. The submission shall indicate the location and capacity of any proposed cranes, the estimated lifting loads and the connection devices (i.e. slings, shackles, etc.) All lifting equipment and connection devices shall have capacity for 150% of the actual lifting load. The factor of safety provided by the manufacturer in the lifting capacity charts shall not be considered in the 150% requirement. A registered Professional Engineer in the State of New York must seal all erection plans, calculations and procedures.

e. Sheeting and Shoring Plans – If excavation within the live load influence zone (a 1.5H to 1V slope line starting at 1.5 feet below top of rail and 12' from the centerline of track) is necessary, the Contractor shall submit three (3) sets of detailed drawings and one (1) set of calculations in accordance with CSXT Design & Construction Standard Specifications. Shoring shall be designed to resist a vertical live load surcharge of 1,882 lbs. per square foot, in addition to active earth pressure. The surcharge shall be assumed to act on a continuous strip, 8'-6" wide. Lateral pressures due to surcharge shall be computed using the strip load formula shown in AREMA Manual for Railway Engineering, Chapter 8, Part 20. Allowable stresses in materials shall be in accordance with AREMA Manual for Railway Engineering, Chapter 7, 8, and 15. A Registered Professional Engineer in the State of New York must seal all sheeting and shoring plans.

f. Ballast Protection – The proposed ballast protection system shall use filter fabric and indicate the anchorage system. The ballast protection is to extend 25' beyond the proposed limit of work and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.

g. Erosion Control – Plans shall indicate the proposed methods of erosion control during construction and must specifically address means to prevent silt accumulation in railroad tracks and ditches, and to prevent fouling the track ballast at all times during and following construction.

h. Construction Schedule – Submit a detailed construction schedule for the duration of the project clearly indicating the time periods while working on and around CSXT right-of-way. As the work progresses, this schedule shall be updated and resubmitted as necessary to reflect changes in work sequence, duration and method, etc.

i. Insurance – Submit all required insurance information in accordance with the current CSXT Insurance Standards for approval. The complete original policies should be submitted to:

Donna W. Melton
Manager – Insurance
CSX Transportation, Inc.
500 Water Street - C907
Jacksonville, FL 32202
Phone: 904-359-1247
Fax: 904-245-2833

with a copy to the CMR. The insurance policies will be required to be in place and approved prior to any work commencing on or that could potentially impact CSXT right-of-way.

j. Emergency Action Plan – Submit an emergency action plan indicating the location of the site, contact numbers, access to the site, instructions for emergency response and
location of the nearest hospitals. This plan should cover all items required in the event of an emergency at the site including fire suppression. Coordinate the Emergency Action Plan with the safety related discussion of the Means and Methods submission discussed above. The plan should also include a method to provide this information to each project worker for each day on site.

3. Up to thirty (30) days will be required to review all construction submissions. Up to an additional thirty (30) days will be required to review any subsequent submissions returned not approved.

4. The Contractor must not use CSXT right-of-way for storage of materials or equipment during construction. The CSXT right-of-way must remain clear at all times.

5. The Contractor will be required to abide by the provisions of the Agency/CSXT Construction Agreement. Periodically, throughout the project duration, the Contractor will be required to meet, discuss and, if necessary, take immediate action at the discretion of CSXT personnel and/or the CMR to comply with provisions of that agreement and these specifications.

6. This project will require use of CSXT Flagmen to protect train operations from project activity in the area of the tracks. While CSXT cannot guarantee the availability of flagmen at all requested times, every accommodation will be extended to the Contractor when forces are available. Flagging requests should be made to Mr. Jon Heigel, CSXT, (518) 767-6373 at least thirty (30) days in advance. Termination or cancellation of a flagman requires ten (10) days notice to avoid incurring costs.

7. All crane and equipment operations that could potentially impact CSXT right-of-way must be coordinated with the CSXT Flagman.

8. For sheeting/shoring within eighteen feet (18') of centerline of track, the live load influence zone, and in slopes, the Contractor shall use sheet pile. No sheet pile in slopes or within eighteen feet (18') of centerline of track shall be removed. Sheet piles shall be cutoff three feet (3') below the ground line after backfilling to that point. The remaining three feet (3') shall be backfilled immediately after cutoff.

9. The Contractor or the Agency shall be responsible to have painted on the structure the DOT Number assigned to the grade separation. This number shall be affixed at a location on either side of the CSXT tracks or property and in a manner such that it can be readily discerned and visible from track level.

10. The Contractor shall execute Schedule I (Contractor’s Acceptance) prior to starting work on, over, under or adjacent to CSXT right of way, which is part of the Construction Agreement to be executed between the Agency and CSXT.

11. At project completion, submit a set of “As-Built” plans for the proposed bridge construction and any work performed on the CSXT right-of-way. Please forward the plans to:

   Mr. R. P. Garro, Jr.
   Assistant Chief Engineer Structures
   CSX Transportation
   500 Water Street, J350
   Jacksonville, FL 32202

12. Contractor access will be limited to the immediate project area only. The CSXT maintenance road and right-of-way may not be used for contractor access to the project site and no temporary at-grade crossings will be allowed.
INSURANCE REQUIREMENTS

I. Insurance Policies:

Company and Contractor, if and to the extent that either is performing work on or about CSXT’s property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than $5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured.

2. Statutory Worker’s Compensation and Employers Liability Insurance with limits of not less than $1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates.

3. Commercial automobile liability insurance with limits of not less than $500,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured.

4. Railroad protective liability insurance with limits of not less than $5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of $10,000,000, which insurance shall satisfy the following additional requirements:

   a. The insurer must be financially stable and rated B+ or better in Best’s Insurance Reports.

   b. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.

   c. CSX Transportation must be named as the named insured on the Railroad Protective Insurance Policy.

   d. Name and Address of Contractor and Company must be shown on the Declarations page.

   e. Description of operations must appear on the Declarations page and must match the Project description, including project or contract identification numbers.

   f. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.

   g. Authorized endorsements may include:

      (i) Broad Form Nuclear Exclusion - IL 00 21
      (ii) 30-day Advance Notice of Non-renewal or cancellation
      (iii) Required State Cancellation Endorsement
      (iv) Quick Reference or Index - CL/IL 240
h. Authorized endorsements may not include:

(i) A Pollution Exclusion Endorsement except CG 28 31
(ii) A Punitive or Exemplary Damages Exclusion
(iii) A “Common Policy Conditions” Endorsement
(iv) Any endorsement that is not named in Section 4 (f) or (g) above.
(v) Policies that contain any type of deductible

5. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit its original insurance policies and two copies and all notices and correspondence regarding the insurance policies to:

   Donna W. Melton
   Manager – Insurance
   CSX Transportation, Inc.
   500 Water Street - C907
   Jacksonville, FL 32202
   Phone: 904-359-1247
   Fax: 904-245-2833

2. Neither Company nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance policies.
SPECIAL NOTES
Asbestos Remediation
Supplemental Requirements
Replacement of Pavement Road Bridges
CR 139-RR1 (BIN 3362530) and CR 139-RR2 (BIN 3362540)
Town of Lancaster, Erie County

In the event that the Contractor chooses to obtain a site-specific variance for the asbestos work on this project, this shall be solely the responsibility of the contractor and no additional payment will be made for any effort associated with the obtaining of the variance.

The remainder of these Special Notes apply specifically to Payment ITEM 210.3411 (BV 14) - REMOVAL AND DISPOSAL OF CAULKING ACM - METER. This material was identified on Bridge CR 139-RR1, BIN 3362530.

No asbestos containing materials were identified during the field inspection for Bridge CR 139-RR2, BIN 3362540.

All requirements of these Special Notes are hereby made part of the requirements of the referenced payment item. All Contractor costs associated with these requirements will be included in the price bid for this payment item.

1. General - Certification Requirements

All employees involved in the work must be properly and appropriately certified as identified in Subpart 56-2 of Industrial Code Rule 56, as promulgated by the New York State Department of Labor. This includes all individuals involved in all portions of the work, including managing, supervising, designing, inspecting or performing the work.

2. Location of Asbestos Material

Asbestos-containing material (white caulk) is located between the sidewalk and curbing along the west side of BIN 3362530. No caulk was observed on the east side.

3. Procedures/Sequence of Operations for Asbestos Removal

A. These procedures/sequence of operations are to be used for the caulk removal.

1. Before caulk removal, the work area shall be restricted to workers with current asbestos handling certificates by the use of barrier tape.
2. The caulk shall be removed by manual methods. As the caulk is removed, it shall be placed directly into 6-mil plastic asbestos waste bags. As the caulk is removed, the surface from which it has been removed shall be HEPA vacuumed.
4. Clean up the work area of visually identified asbestos debris.
5. A Project Monitor shall perform a final visual inspection to determine if the asbestos caulk has been completely removed and there is no asbestos debris remaining. Once a satisfactory visual inspection has been completed, the
abatement project will be considered complete and the barrier tape can be removed.

4. Disposal Requirements

The disposal of the asbestos-containing caulk shall be in accordance with the requirements of the New York State Department of Environmental Conservation (NYSDEC) 6 NYCRR Part 371.

5. Contract Documents

It is the Contractor’s responsibility to remove the asbestos material in accordance with Industrial Code Rule 56 and if necessary a site-specific variance obtained from the NYSDOL. The Contractor is responsible for planning the removal, including scope, timing, phasing, and removal methods to be utilized. All removal operations will be performed within the context of the general construction staged operation.

6. Reported Asbestos Quantities

The estimate of the amount of caulk asbestos to be removed is approximately 23 linear meters (75 linear feet).

7. Compliance Air Monitoring

The Contractor will provide for all air sampling and laboratory analysis required under Industrial Code Rule 56 Subpart 17 and any site-specific variance. All sampling and analysis will be performed by a firm independent from the Contractor. Within five (5) calendar days of the receipt of the results of any part of the compliance air sampling and analysis, the Contractor will forward a copy of those results (showing the name and address of the laboratory, the type of test performed, the method of measurement and all information normally relevant to sampling and analysis of asbestos remediation procedures) to the Engineer-In-Charge or authorized representative.

8. Requirements for Project Documents

The Contractor will provide the Engineer with two (2) complete sets of record documents, including chain-of-custody records, worker sign in/sign out sheets, proof of worker certifications, results of daily monitoring, and other such records as requested or as required by law to be kept on record. These records will be assembled as a single, logical report, with all information bound together.

9. Additional Suspect ACMs

The Contractor is hereby notified of the possible presence of additional suspect ACM associated with both BIN 3362530 and BIB 3362540. These materials were identified from the review of record plans dated December 20th, 1956, and June 15th, 1959, respectively.

The review of the record plans for BIN 3362530, identified the following suspect materials:
1) 1" premoulded joint material on detail at backwall (see Figure 2-1 in the Asbestos Memorandum).
2) 2½" bituminous concrete on the bridge deck (see Figure 2-2 in the Asbestos Memorandum).
3) Caulked joint on the post base (see Figure 2-3 in the Asbestos Memorandum).
4) Caulking compound on the fascia detail (see Figure 2-4 in the Asbestos Memorandum).
5) Membrane waterproofing (see Figure 2-5 in the Asbestos Memorandum).

The review of the record plans for BIN 3362540, identified the following suspect materials:

6) 1" premoulded joint with joint sealant compound on the slab details at the backwall on both the north and south abutments (see Figure 1-1 in the Asbestos Memorandum).
7) In addition, a 1 2” water main line was identified to be abandoned in place during the reconstruction of the bridge (see Figure 1-2 in the Asbestos Memorandum).

All of these materials are either currently inaccessible or could not be identified in the field. If encountered during construction, the Contractor shall carefully expose these materials for asbestos testing by others, prior to further disturbance.
1.0 Introduction

The County of Erie is proposing the replacement of the Pavement Road Bridges over the CSX Railroad and the former Lehigh Valley Railroad, now abandoned, in the Town of Lancaster. The proposed project will be primarily confined to the existing right-of-way of Pavement Road and portions of the railroad right-of-way at each structure. One fee taking and four temporary easements will be required to construct the project. The project extends along Pavement Road from a point 0.3 mi. north of the intersection of Nichter Road and then northerly, 0.4 mi to a point about 151±meters (495 feet) south of the intersection of Walden Avenue.

Drainage from within project limits is collected in roadside ditches and/or swales at the toe of slope and is conveyed either to the railroad drainage ditches or the adjacent quarry ponds. The Railroad drainage ditches drain from east to west in the general area which then drain into adjacent quarry ponds.

1.1 Storm Water Management Objectives

The objectives of this Stormwater Pollution Prevention Plan (SWPPP) are identified as follows:

- Provide a Sediment and Erosion Control Plan to minimize the impact of construction activities on the existing downstream stormwater quality,
- Emphasize construction practices which focus on source control of stormwater pollution,
- Implement Best Management Practices (BMP’s) to protect existing stormwater facilities,
- Provide maintenance of stormwater controls during and after construction completion.

This plan has been developed in accordance with the New York State Standards and Specifications for Erosion and Sediment Control (NYSSSESC) and the New York State Stormwater Management Design Manual (NYSSMDM).

1.2 Pre-Development Conditions

The project area is about 630 meters (2,066 feet) in length and the entire area within the highway right-of-way and easements is approximately 2.45 hectares (6.06 acres). The area consists of roadway, grass slope embankments and railroad tracks with a crushed stone right of way under the bridges. The area of disturbance for this project is 0.65 hectares (1.60 acres).

The area consists primarily of Palmyra soils (group B) with areas of Pu, gravel pits. Since it is a road right-of-way, the land is well compacted and the entire area resembles group B runoff.
1.3 Proposed Project

The proposed project includes replacement of the bridge over CSX and re-establishment of the approaches, roadway and shoulders in kind to an improved geometry. The road profile over CSX will be raised approximately one foot six inches across the new bridge to provide improved clearance over the CSX railroad. The bridge over the abandoned railroad will be removed and replaced with embankment and the profile will generally remain the same. Pavement width, shoulder width and embankment slope will remain the same as existing.

As stated, the slope embankments along the roadway approaches will be reconstructed. The proposed embankments will be constructed to generally the same slope of 1v : 2h. Ditches located at the toe of the embankment slope will have to be cleaned and re-graded in some areas to accommodate the new slopes and restore positive drainage. All improvements will remain within the original rights-of-way, a fee taking from the abandoned railroad and temporary easements taken for construction access and driveway re-establishment.

The roadway and shoulders will be reconstructed at the same limits of the original road and shoulder section. The existing asphalt concrete pavements and shoulders will be removed and reconstructed.

2.0 Erosion and Sediment Control

Erosion and Sediment controls include but are not limited to: Site Storm Water Runoff Control, Check Dams, Silt Fence, Dust Control, and slope stabilization through geotextiles and permanent seeding. Best Management Practices (BMP) fact sheets for these measures as included in the NYSSSESC and or prepared by the United States Environmental Protection Agency (EPA) are available on line at each Agency’s web site.

- The approach slope embankments and new pavement constitute the actual ground disturbance on this project. The area of excavation, embankment and pavement (proposed) in the southern portion of the project at the bridge over the abandoned railroad corridor that will be constructed in phase 1 is approximately 0.7± acres. The area of excavation, embankment and pavement (proposed) in the northern portion of the project at the bridge over CSX Railroad that will be constructed in phase 2 is approximately 0.9± acres.

- In the southern portion of the project, where the road profile is being slightly lowered at the abandoned railroad location, excavation will be kept to a minimum by replacing the pavement and maintaining as much of the existing embankment as possible. A silt fence will be placed outside of the proposed cut slope to prevent sediment from running down the embankment and into the ditch sections. Check dams will be placed in the storm channels as a secondary measure to prevent sediment from leaving the site.
• In the northern portion of the project, where the profile is being raised to provide proper railroad bridge clearance, the slopes will be constructed by benching the existing slope in accordance with NYSDOT standard practices and filling over top to proposed grade. A geotextile mat will be placed to anchor the soils on these embankments and permanent seeding will take place immediately upon completion of embankment construction. A silt fence will be placed at the toe of the proposed slope to prevent sediment from running into the ditch sections. Check dams will be placed in the storm channels as a secondary measure to prevent sediment from leaving the site.

• The contractor will be required to follow standard daily practices to prevent dust, such as watering and regular cleanup. The placement of the geotextile mats and permanent seeding will also prevent excessive amounts of dust. Upon completion of the slope embankments, dust concerns should be at a minimum for the remainder of the bridge construction.

• Standard “Good Housekeeping” practices should be used to provide waste collection areas with covered receptacles, control site dust concerns and minimize chemical and fuel spillage potential. Proper waste management practices will prevent packaging, labels and other trash from ending up in the receiving waters. Responsible practices for minimizing and control of fuel/chemical spills will also protect the receiving waters. The EPA BMP guidelines for Construction site waste management and spill prevention and control should be followed at all times.

3.0 Water Quality and Water Quantity Control

The project involves replacing one existing bridge with a new bridge and the other existing bridge with an embankment and pavement. Both will be at the same location and re-established to the original design cross section for pavement and shoulder widths. The only notable difference is that grassy embankments will replace existing railway sections to either side of the south bridge. As a result, there will be no increase in impervious area for the north bridge and a slight decrease in impervious area for the south bridge. Therefore, water quality controls will not be required as part of this project (WQv=0).

The hydrology of the north bridge area will remain basically unchanged. The embankment slopes will be constructed to the same angle, resulting in no change to the time of concentration and therefore maintaining peak flows.

The south bridge area will experience slightly lower peak flows as a result of the new embankments. The channel protection volumes (CPv), overflow flood control criteria (QPv) and extreme flood control criteria (Qf) will remain the same or slightly lower as part of this project and therefore the existing channel as well as the reconstructed channels, identical in size and shape, will not be impacted.
A TR-55 analysis of the south bridge area was conducted for both existing and proposed conditions. The analysis yielded slightly lower peak flows for the proposed conditions. Analysis of the north bridge area was conducted only once due to the unchanged hydrology – this TR-55 output reflects the conditions for both the existing and proposed site.

4.0 Proposed Schedule

1. Obtain applicable approvals and permits.
2. Construct check dams and silt fence along existing ditches.
3. Close the highway and remove the bridge over the abandoned railroad.
4. Maintain east to west flow of existing drainage along the abandoned railroad corridor by construction of an appropriately sized cross culvert located in the existing drainage ditches.
5. Construct the new embankment as well as embankment improvements.
6. Install geotextile and permanent landscaping.
7. Pave the new roadway and shoulders to a point between the bridges.
8. Shift operations to remove the bridge over CSX.
9. Construct the substructure and embankments.
10. Install geotextile and permanent landscaping.
12. Pave the remainder of roadway and shoulders.
13. Remove E&S control measures when project is complete and vegetation has grown.

The contractor shall provide a weekly written report of all Erosion and Sediment control activities to the County. A sample certification form for Erosion and Sediment Control measures is included as Appendix C of the SWPPP. This certification shall be completed at a minimum of seven days or within 24 hours of a rainfall event of 0.5 inches or more.
Contractor's / Sub-Contractor's Certification and Contact Information

All Contractors and Sub-Contractors agree to the following certification statement referenced from SPDES General Permit GP-0-01-001:

Certification Statement:
“I hereby certify that I understand and agree to comply with the terms and conditions of the SWPPP and agree to implement any corrective actions identified by the qualified inspector during a site inspection. I also understand that the owner or operator must comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") general permit for stormwater discharges from construction activities and that it is unlawful for any person to cause or contribute to a violation of water quality standards. Furthermore, I understand that certifying false, incorrect or inaccurate information is a violation of the referenced permit and the laws of the State of New York and could subject me to criminal, civil and/or administrative proceedings."

Contractor: ____________________________________________
Contractor’s Representative: ___________________________ Date: ____________
Title: __________________________________________________
Address: _______________________________________________
________________________________________________________________________________________
Phone: ________________________________________________
Fax: ___________________________________________________
Sub-Contractor: _________________________________________
Sub-Contractor’s Representative: __________________________ Date: ____________
Title: ________________________________________________
Address: ______________________________________________
________________________________________________________________________________________
Phone: ________________________________________________
Fax: ___________________________________________________
Sub-Contractor: _________________________________________
Sub-Contractor’s Representative: __________________________ Date: ____________
Title: ________________________________________________
Address: ______________________________________________
________________________________________________________________________________________
ERIE COUNTY WATER AUTHORITY INDEX

Special Note - Owner Requirements for Water Mains and Appurtenances  SI 50 – SI 53
SECTION 01523  Emergency Telephone Numbers  SI 54
SECTION 01731  Connections to Existing Facilities  SI 55 – SI 58
SECTION 02316  Select Granular Backfill  SI 59 – SI 61
SECTION 15051  Buried Pipe Installation  SI 62 – SI 68
SECTION 15106  Ductile iron Pipe, Fittings and Accessories  SI 69 – SI 79
SECTION 15110  Valve and Appurtenances  SI 80 – SI 89
SECTION 15120  Piping Specialties and Accessories  SI 90 – SI 100
SECTION 15121  Casing Pipe  SI 101 – SI 108
SECTION 15140  Testing and Disinfection
Index of ECWA Details  SI 119
Standard Details  SI 120 – SI 130
Waterline Shutdown Request Form  SI 131
Special Note
Owner Requirements for Water Mains and Appurtenances

The following are the requirements of the owner of the water system for this contract. All manufacturer or proprietary material designations are the requirement of the Owner. Approval of an equal item other than that specified must be granted by the owner.

Owner: Erie County Water Authority
Address: 3030 Union Road
City, State, ZIP: Cheektowaga, NY 14227
Contact: Wesley C. Dust, Executive Engineer Phone: 716-684-1510

The Owner requires review and approval of materials and details. The estimated time required for approval by the Owner of materials and details during construction is: 4 weeks.

Pipe:
- As per Section 15108 Thermoplastic Pipe
- As per Section 15106 Ductile Iron Pipe, Fittings and Accessories
  Type of Material: Ductile Iron/PVC
  Pressure/Thick Class or DR for Ductile Iron per Section 15106
  PVC - Minimum DR18
  Lining: Double Cement Lining for Ductile Iron
  Type of Joint:
  For: 12" and smaller - push on or mechanical joint
  16" and larger - TR Flex, Flex Ring, or mechanical joint with retainer gland
  Bedding Requirement: Granular material per NYSDOT
  No. 1 crushed stone or gravel 703-0201 or 703-0202 per Dwg. No. DOT1
  All Ductile Iron Pipe to be Polywrapped per Section 15106

Fitting:
- As per Section 15106
  C110 Full Body Required For Size ________ NPS TO ________ NPS

Note:

Thrust Restraint Type: As per Section 15051
- Horizontal Bends: X Restrained Joint or X Thrust Block or X Retainer Gland or X Tie Rod
- Vertical Bends: X Restrained Joint or X Thrust Block or X Retainer Gland or X Tie Rod
- Tees & Crosses: X Restrained Joint or X Thrust Block or X Retainer Gland or X Tie Rod
- Valves: X Restrained Joint or X Thrust Block or X Retainer Gland or X Tie Rod
- Hydrants: X Restrained Joint or X Thrust Block or X Retainer Gland or X Tie Rod
- Tie Rods: As Per Section 15051, Section 15120
  Type: _________________________ Size: __________________________

Valves:
- As per Section 15110
- Manufacturer:
  Type: (Different types may be required for different uses.)
  Open: Left (Counter-Clockwise)

Valves may not be operated by personnel other than Owner’s staff.
Valves Boxes:  
Type:  **As per Section 15120**

Hydrants:  
**As per Section 02080**  
Manufacturer:  
Model:  

Pumper Nozzle:  
Qty  
Thread  
& Size  
NPS

Hose Nozzle:  
Qty  
Thread  
& Size  
NPS

Open:  
Left (Counter-Clockwise)

Size/Shape of operating nut:  

Depth of Bury:  

Color:  

Service Connection Materials:  
**As per Section 15120**

Corporation Stop  
Type:  
Manufacturer:  
Connection Size:  

Curb Stop  
Type:  
Manufacturer:  
Connection Size:  

Curb Box  
Type:  
Manufacturer:  
Connection Size:  
Location:  

Fittings  
Manufacturer:  

Taps  
Wet Taps Required?  
Yes/No  
Tap Fee  

If dry taps allowed, Allowable water main shut down time  

Water Meter Pits  
Dimensions (LxWxH)  

Roof Loading  
Knockouts, etc.  

Pipe Specialties and Accessories:  
**As per Section 15120**
Special Note
Owner Requirements for Water Mains and Appurtenances

Watermain Shutdowns per Section 01731

Note: Off hour watermain shutdowns may be required

Testing and Disinfection per Section 15140

Note:
Special Note
Owner Requirements for Water Mains and Appurtenances

Misc. Notes:

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SECTION 01523

EMERGENCY TELEPHONE NUMBERS

PART 1 - GENERAL

1.01 EMERGENCY TELEPHONE NUMBERS

A. The CONTRACTOR shall, at the CONTRACTOR'S expense, furnish to the ENGINEER an emergency phone number list for 24-hour contact during the construction period. Include numbers for office phones, pagers, and cellular phones, as applicable.

B. The list should include, but not be limited to:
   1. CONTRACTOR’S office representative,
   2. CONTRACTOR’S field superintendent,
   3. CONTRACTOR’S foreman,
   4. OWNER’S main office,
   5. OWNER’S 24-hour emergency number,
   6. The Authority’s main office,
   7. The Authority’s 24-hour emergency number,
   8. PROJECT ENGINEER,
   9. PROJECT INSPECTOR,
   10. Utility companies such as gas, water, sewer, oil, telephone, cable, TV, etc.,
   11. Highway Departments,
   12. Other involved agencies.

C. CONTRACTOR shall add names and numbers given to him by ENGINEER and resubmit to ENGINEER as requested.

D. Emergency phone list must be submitted and considered acceptable to ENGINEER prior to the start of construction.

E. Phone list must be neatly typed or word processed and submitted on 8-1/2 x 11 inch paper.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION
SECTION 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.

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 those 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. Watermain installation and the pipe laying schedule should reflect the field information obtained by the test pits. The stationing of tees, fittings and valves should be coordinated with the test pit information in order to facilitate construction of the new watermains and construction of the interconnections.
E. The CONTRACTOR shall submit to the ENGINEER his proposed interconnection details, procedures and schedules.
F. The CONTRACTOR shall notify all affected customers of any shut-down at least 48 hours in advance.

G. The CONTRACTOR shall notify appropriate fire stations 48 hours in advance prior to taking any fire hydrants out of service. Any hydrant not in service shall be bagged in burlap.

H. Any shut-down shall be limited to 4 consecutive hours.

I. The CONTRACTOR shall have all equipment, manpower, and materials required for the construction on site and ready for use and/or prior to commencing 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. Only one interconnection will be allowed until the proposed watermain 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. Restrained mechanical joint solid sleeves or restrained flexible sleeve type couplings will be required to connect the proposed pipe to existing pipe, where applicable.
PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION
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:
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:

<table>
<thead>
<tr>
<th>% Passing</th>
<th>Sieve</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>1-inch</td>
</tr>
<tr>
<td>90 - 100</td>
<td>1/2-inch</td>
</tr>
<tr>
<td>0 - 15</td>
<td>3/4-inch</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>% Passing</th>
<th>Sieve</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>1-1/2-inch</td>
</tr>
<tr>
<td>93-100</td>
<td>1-inch</td>
</tr>
<tr>
<td>27-58</td>
<td>3/4-inch</td>
</tr>
<tr>
<td>0-8</td>
<td>1/4-inch</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>% Passing</th>
<th>Sieve</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>2-inch</td>
</tr>
<tr>
<td>25 - 60</td>
<td>3/4-inch</td>
</tr>
<tr>
<td>5 - 40</td>
<td>No. 40</td>
</tr>
<tr>
<td>0 - 10</td>
<td>No. 200</td>
</tr>
</tbody>
</table>
C. Pea gravel
   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:

<table>
<thead>
<tr>
<th>% Passing</th>
<th>Sieve</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>1/2-inch</td>
</tr>
<tr>
<td>90 - 100</td>
<td>1/4-inch</td>
</tr>
<tr>
<td>0 - 15</td>
<td>3/8-inch</td>
</tr>
</tbody>
</table>

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
PART 1 - GENERAL

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

B. Related Work Specified Elsewhere
1. Section 02080 - Fire Hydrants
2. Section 15106 - Ductile Iron Pipe and Fittings
3. Section 15108 - Thermoplastic Pipe
4. Section 15110 - Valves and Appurtenances
5. Section 15120 - Piping Specialties and Accessories
6. Section 15140 - Testing and Disinfection

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. 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. 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.

B. 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.

C. Magnetic Pipe Marking Tape
Magnetic pipe marking tape as manufactured by C. H. Hanson Products or approved equal shall be installed above all new watermain.

PART 3 - EXECUTION

3.01 INSTALLATION

A. General
1. Excavation and backfilling shall be in accordance with the applicable provisions specified elsewhere.
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.
9. Hydrant installation shall be as specified in Section 02080 - Fire Hydrants and as specified herein.

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 as specified elsewhere.

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 as specified elsewhere unless and shall be as itemized below unless otherwise specified or directed.
   1. For watermains:
      a. The bedding shall be as specified elsewhere.
      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; ductile iron locking segments; 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. Valves shall be treated as a bulkhead condition and pipe joints shall be restrained on both sides of the valve.
   3. Concrete used for thrust restraints shall have developed the required strength prior to testing of the pipeline.
   4. 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 elsewhere.
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 water mains as shown on the Drawings.
2. Magnetic pipe marker tape shall be tied to water main 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 TESTING

A. GENERAL
Performance testing, leakage, hydrostatic, and proof-of-design tests shall be as specified in Section 15140 - Testing and Disinfection.

B. TESTING CRITERIA
Perform pressure testing to the criteria listed in the following table:

3.06 DISINFECTION

A. All pipelines designed to convey potable water shall be disinfected in accordance with Section 15140 - Testing and Disinfection.

END OF SECTION
SECTION 15106

DUCTILE IRON PIPE, FITTINGS, AND ACCESSORIES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work Specified
   The work specified shall include all labor, material, equipment, tools, services and
   incidentals necessary to furnish and install ductile iron pipe, fittings and
   appurtenances as shown, specified and required.

B. Pipe Schedule
   1. 4-inch and larger non-restrained joints:
      a. Push-on joints
   2. 4-inch through 12-inch with restrained joints:
      a. Mechanical joints with wedge action retainer glands,
      b. Push on pipe joints with ductile iron pipe restraining devices,
      c. Anchor pipe, or
      d. Flanged joints (exposed piping only).
   3. 16-inch and larger with restrained joints:
      a. Flex-Ring joint pipe and fittings utilizing patented ductile iron
         locking segment joint with a spigot retainer weldment.

C. Related Work Specified Elsewhere
   1. Section 02080 - Fire Hydrants
   2. Section 15051 - Buried Piping Installation
   3. Section 15110 - Valves and Appurtenances
   4. Section 15120 - Piping Specialties and Accessories
   5. Section 15140 - Testing and Disinfection

1.02 QUALITY ASSURANCE

A. Manufacturer's Qualifications
   1. Manufacturer shall have a minimum of 5 years experience producing
      ductile iron pipe, fittings and accessories, 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 C104, American National Standard for Cement-Mortar Lining for
      Ductile Iron Pipe and Fittings for Water
2. AWWA C105, American National Standard for Polyethylene Encasement for Ductile Iron Pipe Systems
3. AWWA C110, American National Standard for Ductile-Iron and Gray-Iron Fittings, 3-inch through 48-inch, (75 mm through 1200 mm), for Water and Other Liquids
4. AWWA C111, American National Standard for Rubber-Gasket Joints for Ductile Iron Pressure Pipe and Fittings
5. AWWA C115, American National Standard for Flanged Ductile-Iron Pipe with Ductile-Iron or Gray-Iron Threaded Flanges
6. AWWA C150, American National Standard for Thickness Design of Ductile-Iron Pipe
7. AWWA C151, American National Standard for Ductile Iron Pipe, Centrifugally Cast, for Water
8. AWWA C153, American National Standard for Ductile-Iron Compact Fittings. 3 In. Through 24 In. (76 mm through 610 mm) and 54 In. Through 64 In. (1400 mm through 1600 mm), for Water Service
9. ANSI B16.1, Cast Iron Pipe Flanges and Flanged Fittings
10. ANSI B1.20, Pipe, Threads, General Purpose (Inch)
11. ANSI B18.2.1, Square and Hex Bolts and Screws Inch Series, Including Hex Cap Screws and Lag Screws
12. ANSI B18.2.2, Square and Hex Nuts
13. ASTM A307, Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength
14. ASTM A354, Specification for Quenched and Tapered Alloy Steel Bolts, Studs and Other Externally Threaded Fasteners
15. ASTM A536 Standard Specification for Ductile Iron Castings
16. NSF International (NSF) Standard 61
17. Underwriter's Laboratories (UL)
18. International Organization for Standardization (ISO)
19. Factory Mutual Research Corporation
20. 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.

B. Certificates: Submit certificates of compliance with the applicable referenced standards.

C. 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.

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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. Equipment used for unloading shall be covered with wood or rubber to avoid damage to the exterior of the pipe, fittings and accessories. Do no drop or roll materials off trucks. All ductile iron pipe and fittings shall be handled with padded slings or other appropriate equipment. The use of cables, hooks or chains will not be permitted.

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 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 materials must be suitable for use in a potable water systems.
   2. All ductile iron pipe, fittings and accessories shall be designed for a working pressure and field hydrostatic test pressure as shown in Section 15051, Buried Piping Installation.
   3. All ductile iron pipe, fittings, and accessories must be new materials in first-class condition. Used or recycled materials shall not be allowed, regardless of condition.

B. Ductile Iron-Flex-Ring Joint Pipe and Fittings
   1. Ductile Iron Restrained Joint Pipe:
      a. Pipe shall be centrifugally cast ductile iron conforming to the requirements of AWWA C151 for material, dimensions, tolerance, tests, markings and other requirements.

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b. Pipe shall be a minimum of Class 52 thickness, cement lined, and be furnished in nominal laying lengths of 18 or 20 feet unless otherwise specified.

c. Pipe shall contain cement mortar lining with bituminous outside coating.

d. Restrained joint pipe shall be designed for a water working pressure of 350 psi for pipe sizes 4-inch through 24-inch and 250 psi for pipe sizes 30-inch through 54-inch.

e. Joints shall consist of manufacturers patented ductile iron locking segment which are inserted through a slot (or slots) in the bell face which provide positive axial lock between the bell interior surface and a retainer weldment on the spigot end for the pipe. Friction grip joints shall not be allowed.

f. Closure pieces shall be of the flex-ring joint or others as approved by ENGINEER.

g. Manufacturer:
   1) US Pipe - TR FLEX,
   2) American - Flex Ring,
   3) Or approved equal.

2. Ductile Iron Restrained Joint Fittings:

a. Restrained joint fittings and the restraining components shall be ductile iron in accordance with the requirements of AWWA C110.

b. Fittings shall contain a cement mortar lining with a bituminous outside coating.

c. Restrained flex-ring joint pipe and fittings shall be able to be deflected once assembly is complete.

d. Manufacturer:
   1) US Pipe - TR FLEX,
   2) American - Flex Ring,
   3) Or approved equal.

C. Ductile Iron Mechanical Joint Pipe and Fittings

1. Ductile Iron Mechanical Joint Pipe:

a. Pipe shall be centrifugally cast ductile iron conforming to the requirements of AWWA C151 for material, dimensions, tolerance, tests, markings and other requirements.

b. Pipe shall be a minimum of Class 52 thickness and be furnished in nominal laying lengths of 18 or 20 feet.

C. Ductile Iron Mechanical Joint Pipe and Fittings

1. Ductile Iron Mechanical Joint Pipe:

a. Pipe shall be centrifugally cast ductile iron conforming to the requirements of AWWA C151 for material, dimensions, tolerance, tests, markings and other requirements.

b. Pipe shall be a minimum of Class 52 thickness and be furnished in nominal laying lengths of 18 or 20 feet.

C. Manufacturer:

1) US Pipe,
2) Griffin,
3) Clow - A Division
4) Atlantic States Inc., Cast Iron Pipe Company, A Division of McWane, Inc.
5) Tyler - A Division of McWane, Inc.
2. Ductile Iron Mechanical Joint Fittings:
   a. Tees, bends, elbows, reducers, increasers, offsets and other such fittings shall be mechanical joint ductile iron or cast iron full body (Class 350) or compact body conforming to AWWA C110 or AWWA C153, as specified.
   b. Reducers shall be concentric or eccentric where specified.
   c. Fittings shall be suitable for use with polyvinyl chloride pressure pipe.
   d. Manufacturer:
      1) US Pipe,
      2) Griffin,
      3) Clow – A Division of McWane, Inc.,
      4) Tyler – A Division of McWane, Inc.,
      5) Sigma Corp.
      6) Star Pipe Products, Inc.

3. Joints for Ductile Iron Mechanical Joint Pipe and Fittings:
   a. Joints shall conform to AWWA C111 and shall be mechanical joint bell and spigot and be furnished complete with all necessary accessories consisting of ductile iron follower glands, plain tipped rubber gaskets, nuts and bolts, unless otherwise specified.
   b. Fittings shall have mechanical joint ends and be furnished with all necessary joint accessories consisting of ductile iron follower glands, (or cast iron glands for cast iron fittings), plain tipped rubber gaskets, nuts and bolts, unless otherwise specified. Split follower glands shall be furnished and installed only when approved by the ENGINEER.
   c. All nuts and tee bolts for mechanical joint accessories shall be stainless steel or fluorocarbon coated as specified herein.

4. Restrained Joints for Ductile Iron Mechanical Joint Pipe and Fittings:
   a. Restrained joints for mechanical joint pipe and fittings shall be made by restraining the pipe on each side of the fitting for all mechanical joints along the length of pipe as shown, specified or required.
   b. Restraining shall be accomplished by use of a mechanical joint wedge action retainer that incorporates mechanical joint restraint into the design of the follower gland with individually actuated wedges that are tightened against the barrel of the pipe, as specified herein.

D. Ductile Iron Flanged Pipe and Fittings
1. Ductile Iron Flanged Pipe:
   a. Pipe shall be centrifugally cast ductile iron conforming to the requirements of AWWA C115 for material, dimensions, tolerance, tests, markings and other requirements.
b. Pipe barrels and flanges shall have a taper pipe thread (NPT) in accordance with ANSI B1.20.1, with pipe diameters adapted to ductile iron pipe standard outside diameters.

c. Flanged pipe shall be minimum Class 53 thickness and shall be furnished in standard laying lengths as specified or required.

d. Manufacturer:
   1) US Pipe,
   2) Griffin,
   3) Clow – A Division of McWane, Inc.,
   4) Atlantic States Cast Iron Pipe Company, A Division of McWane, Inc.,
   5) Tyler – A Division of McWane, Inc.

E. Push-On Ductile Iron Pipe and Fittings

1. Push-On Ductile Iron Pipe:
   a. Pipe shall be centrifugally cast ductile iron conforming to the requirements of AWWA C151 for material, dimensions, tolerance, tests, markings and other requirements.
   b. Pipe shall be minimum of Class 52 thickness and be furnished in nominal laying lengths of 18 or 20 feet unless otherwise specified.
c. Manufacturer:
1) US Pipe,
2) Griffin,
3) Clow – A Division of McWane, Inc.,
4) Atlantic States Cast Iron Pipe Company, A Division of McWane, Inc.,
5) Tyler – A Division of McWane, Inc.

2. Fittings:
   a. Tees, bends, elbows, reducers, increasers, offsets and other such fittings shall be mechanical joint ductile iron or cast iron full body (Class 350) or compact body conforming to AWWA C110 or AWWA C153 as specified herein.

3. Joints for Push-On Ductile Iron Pipe and Fittings:
   a. Joints shall conform to AWWA C111 and shall be bell and spigot and be furnished complete with circular rubber gaskets, and other accessories as necessary for a complete installation.
   b. Fittings shall have mechanical joint ends or mechanical joint and plain end spigot, if specified, and be furnished with all necessary joint accessories consisting of ductile iron follower glands, (cast iron glands for cast iron fittings), plain tipped rubber gaskets, nuts and bolts, unless otherwise specified. Split follower glands shall be furnished and installed only when approved by the ENGINEER.
   c. All nuts and tee bolts for mechanical joint accessories shall be stainless steel or fluorocarbon coated as specified herein.

F. Ductile Iron Anchor Pipe and Fittings
1. Ductile iron anchor pipe and fittings shall provide positive joint restraint by incorporating an integrally cast anchor gland (stop shoulder) at one end and an anchor, mechanical joint or plain end at the other end. The plain end, when fitted with a standardized mechanical joint gasket is to be inserted into a mechanical joint bell and bolted tight. A split, rotating ring shall be provided on the elbows, tees and on one end of the couplings or anchor pipe to permit vertical alignment regardless of the mating bolt hole alignment.
   a. Pipe shall be centrifugally cast ductile iron conforming to the applicable requirements of AWWA C151 for material, dimensions, tolerance, tests, markings and other requirements.
   b. Fittings shall conform to the applicable requirements of AWWA C110 or AWWA C153.
   c. Pipe shall be a minimum of Class 52 thickness. Anchor pipe shall be furnished in lengths from 18-inches to 18 feet as shown or specified.
   d. Pipe and fittings shall be furnished complete with circular rubber gaskets conforming to AWWA C111, and other accessories as necessary for a complete installation.
   e. Manufacturer:

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G. Accessories

1. Flange Fillers, Blind Flanges and Reducing Companion Flanges:
   a. Conform to the requirements of AWWA C115 for material, dimensions, tolerance, tests, markings and other requirements.
   b. Drilling and flanging of flanges shall be in accordance with ANSI B16.1, Class 125 flanges unless otherwise specified.
   c. Flanged fillers, blind flanges and reducing companion flanges shall be furnished complete with all necessary joint accessories consisting of natural or synthetic rubber gaskets, 0.8-inch thick, full face; and nuts, bolts and washers, unless otherwise specified.
   d. Threaded outlets or taps, (Mueller threads), shall be provided in blind flanges as specified or required.
   e. All nuts, bolts and washers for flanges and accessories shall conform to ANSI B18.2.1 and ANSI B18.2.2, respectively and shall be Type 304 stainless steel, high strength, low alloy steel.

2. Caps and Plugs:
   a. Conform to the requirements of AWWA C110 for material, dimensions, tolerance, tests, markings and other requirements.
   b. Caps and plugs shall be mechanical joint or push-on joint and be furnished with all necessary joint accessories consisting of ductile iron follower glands, plain tipped rubber gaskets, nuts and bolts, unless otherwise specified.
   c. All nuts and tee bolts for mechanical joint accessories shall be fluorocarbon coated as specified herein.
   d. Threaded outlets or taps, (Mueller threads), shall be provided in plugs and caps as specified or required.

3. Solid Mechanical Joint Sleeves
   a. Conform to the requirements of AWWA C153 for material, dimensions, tolerance, tests, markings, and other requirements of mechanical joint class 350 ductile iron solid sleeves
   b. Unless otherwise specified, provide long laid length sleeves complete with follower glands, rubber gaskets and fluorocarbon coated nuts, tee bolts, and accessories.

4. Manufacturer:
   a. US Pipe,
   b. Griffin,
   c. Clow - A Division of McWane, Inc.
   d. Atlantic States Cast Iron Pipe Company, A Division of McWane, Inc.
   e. Tyler - A Division of McWane, Inc.
H. Mechanical Joint Wedge Action Retainer Gland
1. Restraint shall be accomplished by use of a retainer gland that incorporates mechanical joint restraint into the follower gland with individually actuated wedges that increase their resistance to pull-out as pressure or external forces increase.
2. The joint restraint ring and its wedging components shall be made of grade 60-42-10 ductile iron conforming to ASTM A536. The wedges shall be ductile iron heat treated to a minimum hardness of 370 BHN. T-bolts shall be fluorocarbon coated as specified herein.
3. Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell conforming to AWWA C111 and AWWA C153.
4. 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.
5. Manufacturer, for use on ductile iron pipe:
   a. EBAA Iron, Series 1100 MEGALUG,
   b. Uni-Flange Series 1400,
   c. SIGMA One-Lok.

I. Push On Ductile Iron Pipe Joint Restraining Device
1. When specified or allowed by the ENGINEER, restraining push on ductile iron pipe joints shall be accomplished by use of a joint restraint system that consists of restraining rods and split ductile iron clamping rings, installed on the spigot and behind the bell. The clamping ring shall incorporate a series of machined serrations on the inside surface to provide 360 degree contact and support of the pipe barrel. Lateral thrust restraint is provided when the side clamping bolts are tightened allowing the serrations to lock onto the pipe barrel.
2. Threaded restraining rods and bolts and clamping bolts and nuts shall be fluorocarbon coated or type 304 stainless steel.
3. The joint restraint rings shall be made of high strength grade 65-45-12 ductile iron conforming to ASTM A536.
4. Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell conforming to AWWA C111 and AWWA C153.
5. Restraining push on joints as specified herein shall not be allowed for hydrant branches.
6. Restraining push-on joints shall be used on pipe sizes 6-inch to 12-inch only when allowed or specified. Restraining push-on joints in this manner shall not be allowed on pipe larger than 12 inches.
7. Manufacturer, for use on ductile iron pipe:
   a. Uni-Flange Series 1390,
   b. Or approved equal.
J. Fluorocarbon Coated Nuts and Bolts
1. T-bolts shall be heat treated ductile iron material with a minimum of 65,000 psi tensile strength and 45,000 psi yield strength meeting ANSI/AWWA C111/A21-95.
2. Nuts and bolts shall have a fluorocarbon SC-1 coating.
3. Manufacturer:
   a. Standco Industries,
   b. Or approved equal.

K. Threaded Harnessing Rods and Bolting Accessories
1. Threaded harnessing rods shall only be used when approved by the ENGINEER.
2. Harness rods and nuts shall be heat treated steel with a minimum yield strength of 70,000 psi and a minimum ultimate strength of 110,000 psi.
3. Threads shall conform to American Standard Course Threads.
4. Rods and nuts shall be galvanized or cadmium plated, unless otherwise specified.
5. Non-coated materials may be protected with the application of two (2) coats of a bituminous preservative coating after installation.
6. Oil, grease, paint, or any coating which requires drying will not be acceptable.

2.02 COATINGS, LININGS, AND POLYETHYLEN ENCASEMENT FOR DUCTILE IRON PIPE AND FITTINGS

A. Coatings and Linings for Ductile Iron Joint Pipe and Fittings
1. Ductile iron pipe and fittings shall be lined with a bituminous seal coated cement-mortar lining in accordance with AWWA C104, except the thickness for pipe shall be double that specified.
2. Mechanical joint and plain end pipe and fittings shall be coated on the outside with a bituminous coating, approximately one millimeter thick.
3. The exterior of flanged ductile iron pipe and fittings for exposed piping shall be coated with a primer coating suitable to receive epoxy paint finish paint system.

B. Polyethylene Encasement For Ductile Iron Pipe and Fittings
1. Polyethylene encasement shall conform to AWWA Specification C105.
2. Polyethylene film shall be manufactured of virgin polyethylene material conforming to the following requirements of ASTM Standard Specification D1248 – Polyethylene Plastics Molding and Extrusion Materials.
3. Polyethylene film shall have a tensile strength of 1,200 psi minimum and shall allow elongation of 300 percent minimum and have a dielectric strength of 800 V/mil thickness minimum.
4. Polyethylene film shall have a minimum nominal thickness of 0.008 in (8 mils). The minus tolerance of thickness shall not exceed 10 percent of the nominal thickness.

5. Tape required to complete the installation shall be approximately two (2) inches wide, plastic backed adhesive tape such as Polyken #900, Scotchrap #50 or approved equal.

6. Tube size or sheet width for each size of pipe shall be in accordance with AWWA C-105.

PART 3 – EXECUTION

3.01 GENERAL

A. Refer to Section 15051 for buried piping installation.
SECTION 15110

VALVES AND APPURTENANCES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work Specified
The work specified shall include all labor, material, equipment, services and
incidents necessary to furnish and install valves and appurtenances as shown,
specified and required.

B. Related Work Specified Elsewhere
1. Section 02080 - Fire Hydrants
2. Section 15051 - Buried Piping Installation
3. Section 15106 - Ductile Iron Pipe and Fittings
4. Section 15140 - Testing and Disinfection

1.02 QUALITY ASSURANCE

A. Manufacturer’s Qualifications
1. Manufacturer shall have a minimum of 5 years experience producing
valves 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 manufacturer’s.

B. Reference Standards
1. ANSI B16.1, Cast Iron Pipe Flanges and Flanged Fittings
2. ANSI B16.4, Cast Iron Fittings
4. ASTM A126, Standard Specification for Gray Iron Castings for Valves,
Flanges and Pipe Fittings
5. ASTM A307, Standard Specification for Carbon Steel Bolts and Studs,
60,000 psi Tensile Strength
Steel Bolts, Studs and Other Externally Threaded Fasteners
9. ASTM B62, Standard Specification for Composition Bronze or Ounce
Metal Castings
10. AWWA C500, Standard for Metal-Seated Gate Valves for Water Supply
Service
11. AWWA C504, Standard for Rubber-Seated Butterfly Valves
12. AWWA C508, Standard for Swing Check Valves for Waterworks Service, 2 in. (50 mm) Through 24 in. (600 mm) NPS
13. AWWA C509, Standard for Resilient Seated Gate Valves for Water Supply Service
14. AWWA C800, Underground Service Line Valves and Fittings
15. American Gear Manufacturers Association (AGMA) Standards
16. NEMA, National Electrical Manufacturer’s Association
17. NEC, National Electrical Code
18. NSF International (NSF) Standard 61
19. Underwriter's Laboratories (UL)
20. International Organization for Standardization (ISO)
21. Factory Mutual Research Corporation
22. 1996 Safe Drinking Water Act
23. Manufacturing Standardization Society of the Valve and Fittings Industry (MSS)

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 valves and appurtenances.
   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. Shop Tests: Submit for approval the following:
   1. Hydrostatic tests for each valve when required by the valve specifications included herein.

D. 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.

E. Delivery Tickets:
   1. Furnish delivery tickets indicating the valve manufacturer, valve type and class, identifying that the valves are new and from a manufacturer that has been submitted and approved.

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F. Testing Criteria:
   1. CONTRACTOR must provide manufacturer's test specifications for all tapping sleeve and valves prior to field testing.

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. Equipment used for unloading shall be covered with wood or rubber to avoid damage to the exterior of the valves and accessories. Do not drop or roll materials off tracks. All valves and appurtenances shall be handled with padded slings or other appropriate equipment. The use of cables, hooks or chains will not be permitted.

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 valves and appurtenances shall be kept free from dirt and foreign matter.

E. Store valves and appurtenances on heavy wood blocking or platforms so they are not in contact with the ground.

F. Valves and appurtenances 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 materials must be suitable for use in a potable water system.
   2. Valves shall have manufacturer's name and working pressure cast in raised letters on valve body.
   3. Manual valve operators shall turn clockwise to close unless otherwise specified. Valves shall indicate the direction of operation.
   4. Valve shall be treated as a bulkhead condition and pipe joints shall be restrained on both sides of the valve for the lengths as shown, specified, or required.
5. All valves, operators, and appurtenances shall be designed to withstand the working and hydrostatic test pressures as specified in Section 15051, Buried Piping Installation.

6. Unless otherwise specified all flanged valves shall have ends conforming to ANSI B16.1, Class 125.

7. All bolts, nuts and studs shall, unless otherwise approved, shall conform to ASTM A307, Grade B; or ASTM A354. All bolts, nuts and studs on or required to connect submerged or buried valves shall be Type 304 stainless steel or fluorocarbon coated.

8. Bolts and nuts shall have hexagon heads and nuts.

9. Gasket material and installation shall conform to manufacturer’s recommendations.

10. Identification: Identify each valve 4 inches and larger with a brass or stainless steel nameplate stamped with the approved designation. Nameplate shall be permanently fastened to valve body at the factory. Stenciled designations are acceptable for buried valves.

11. All valves and appurtenances must be new materials in first-class condition. Used or recycled materials will not be allowed, regardless of condition.

B. Gate Valves, Flanged and Screwed

1. 2\(\frac{1}{2}\) inches Diameter and Smaller: Valves shall be bronze screwed ends, solid wedge, rising stem, screwed bonnet type with screwed ends suitable for 150 psi service.
   a. Product and Manufacturer: Provide one of the following:
      1) Fig. 49-U, as manufactured by Jenkins Brothers,
      2) Fig. 431-UB, as manufactured by Crane Company,
      3) Or approved equal.

2. 3-Inch Diameter and Larger:
   a. Valves shall be iron body, bronze mounted, rising stem and in conformance with AWWA C500.
   b. Unless otherwise shown or specified exposed valves shall have flanged ends conforming to ANSI B16.1, Class 125 conforming to ANSI A21.11.
   c. Exposed manually operated gate valve shall be equipped with hand wheels. Gate valves located more than five feet above the operating floor shall be provided with chainwheels, sprockets, and aluminum chain. The chain shall extend to three feet above the operating floor.
   d. Manufacturer: Provide gate valves of one of the following:
      1) Mueller Company,
      2) Dresser Manufacturing Division, M&H Division,
      3) Or approved equal.
C. Resilient Seat Gate Valves

1. General
   a. The design working pressure and test pressure for all valve sizes shall be as described in AWWA C509. All valves shall be designed to operate vertically in a horizontal pipeline.
   b. The valve disc shall be fully encapsulated with a synthetic elastomer and shall seat against a corrosion-resistant surface.
   c. Valves for buried applications shall have mechanical joint ends and be restrained per Section 15106, Ductile Iron Pipe, Fittings, and Accessories, by use of a mechanical joint wedge action retainer gland to resist movement. Valves are to be restrained and treated as dead ends.
   d. All bolts and nuts, including bonnet assembly and seal plate hold-down, shall be fluorocarbon coated or Type 304 stainless, high strength, corrosion resistant low alloy steel.
   e. Valves for exposed applications shall have flanged ends conforming to ANSI B16.1, Class 125 conforming to ANSI A21.11.

2. Gate Valve
   a. The body, bonnet, seal plate, disc and hub nut shall be iron.
   b. Non-rising valve stem, stem nuts, glands and bushings shall be bronze.
   c. Shaft “O”-ring seals shall be synthetic rubber or Buna-N and shall be capable of being replaced under pressure.
   d. All internal parts shall be accessible without removing the main body from the pressurized line.

3. Operators
   a. Operator shall be suitable for buried service.
   b. Operators shall be as specified in AWWA C509 for submerged, buried, or in-plant service as specified.
   c. Operators shall be equipped with a 2-inch square operating nut and shall be full gasketed and grease packed for buried service. Operating nuts shall turn clockwise to close the valve. A cast arrow showing the direction of valve opening shall be supplied.

4. Manufacturer:
   a. Kennedy Valve Company, No. 8571,
   b. Mueller, 2360-16,
   c. Or approved equal.

D. Butterfly Valves

1. General
   a. Butterfly valves shall be short-body design conforming to AWWA C504 and shall have flanged ends for exposed applications and
mechanical joint or Victaulic ends for buried applications as specified.

b. Valves for buried applications shall have mechanical joint ends and be restrained per Section 15106, Ductile Iron Pipe, Fittings, and Accessories, by use of a mechanical joint wedge action retainer gland. When approved by the ENGINEER, suitable steel rods protected by two (2) coats of bituminous material shall be installed between the main mechanical joint bell outlet and the valve (and/or fittings) to resist movement under pressure when the valve is closed. Valves are to be restrained and treated as dead ends.

c. Valves shall be tight closing, rubber seat type with recessed rubber seat securely mounted to the valve body.

d. All other bolts, nuts and studs shall, unless otherwise approved, be fluorocarbon coated.

e. Bolts and nuts shall have hexagon heads and nuts.

f. Gasket material and installation shall conform to manufacturer’s recommendations.

g. Identification: Identify each valve with a brass or stainless steel nameplate stamped with the approved designation. Nameplate shall be permanently fastened to valve body at the factory.

h. All butterfly valves and their operators shall be designed for buried and submerged conditions and shall open counterclockwise.

2. Butterfly Valve

a. Body shall be cast iron ASTM A126, Class B, with integrally cast shaft bearing hubs. Flanged ends shall conform to ANSI B16.1 and match existing.

b. Valve shafts shall be Type 304 stainless steel solid one piece design for valve sizes 3" through 20" and stub shaft design for valves larger than 24" in diameter with an adjustable thrust bearing to center the valve disc.

c. Discs shall be of one-piece design, cast iron or ductile with a Type 316 stainless steel seating edge with demonstrated test results of 100,000 cycles of drip tight capability.

d. Valve seats shall be synthetic rubber. Rubber seats shall be bonded to the valve body. The seat bond must withstand a 75 pound pull under test procedure ASTM D429, Method B.

e. Valve bearings shall be as specified in Sect. 3, AWWA C504. The shaft bearings shall be teflon or teflon lined/fiberglass backed.

f. Valve shaft packing shall be non-metallic, split-V self-compensating Chevron style.

3. Operators

a. Operators shall be permanently lubricated and totally enclosed and be provided with a handwheel, chainwheel or 2-inch square nut, as specified.
b. Operators shall be equipped with a totally enclosed permanently lubricated lever-traveling nut drive, self locking type and shall be designed to hold the valve in any intermediate position between "fully open" and "fully closed" without creeping or fluttering.

c. Operators shall be equipped with adjustable stop-limiting devices to prevent over travel of the disc in the open and closed positions. Stops shall be located within the operator housing and be capable of absorbing the full operator torque with minimum safety factor of 5.

d. Operator housing, supports and connections to the valve shall have provisions for four-bolt mounting.

e. Operator components shall withstand an input torque of 450 foot-pounds at the extreme operator positions without damage.

f. Enclosed lever-traveling nut operators shall have a gear ratio designed not to exceed 80 pounds pull to meet the required operator torque.

g. Operators shall turn clockwise to close the valve.

4. Manufacturer:
   a. Henry Pratt Co, Groundhog,
   b. DeZurik,
   c. Or approved equal.

E. Tapping Sleeve and Valve

1. Tapping Sleeve
   a. Tapping sleeves and valves shall be used for connections larger than 2 inches and shall be cast of ductile iron or stainless steel constructed of Type 304 (18-8) stainless steel.
   b. All bolts and nuts shall be fluorocarbon coated or Type 304 stainless steel, high strength, corrosion resistant, low alloy steel.
   c. Tapping sleeves shall be designed and sized in accordance with the recommendations of the manufacturer.
   d. The sleeve shall be fabricated in two halves, for assembly around the watermain by means of bolts and gaskets to form a watertight seal. Ends shall be mechanical joint with split rings and gaskets sized for the pipe being tapped.
   e. Outlet side of the tapping sleeve shall be flanged end, ANSI B16.1, class 125, for attachment to the tapping valve.
   f. Gaskets shall be type AB or CD.
   g. Tapping sleeves which incorporate a single 360-degree gasket which seals one side of the sleeve against the face of the pipe around the tap hole with not be accepted.
2. Tapping Valve (16-inch diameter and smaller):
   a. Valves for tapping sleeves 16-inches and smaller shall be resilient seat as specified in paragraph 2.1.C herein and shall be specially designed for this purpose.
   b. The end flange of the tapping valve shall mate with the flange of the tapping sleeve and conform to ANSI B16.1, class 125 drilling and to the dimensions of MSS SP-60. The other end of the tapping valve shall be mechanical joint, unless otherwise specified.
3. Tapping Saddle for Prestressed Concrete Cylinder Pipe:
   a. Tapping saddle assembly shall consist of tapping saddle, steel bands, rubber gasket, and a separate flanged tapping gland.
   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. The outlet on the gland shall allow a tapping valve, as specified herein, to be bolted to it.
4. Tapping Sleeve Manufacturer for tapping iron or PVC pipe:
   a. Mueller, Model No. H615,
   b. Clow,
   c. Or approved equal.
5. Tapping Sleeve Manufacturer for tapping asbestos-cement pipe:
   b. Clow,
   c. Or approved equal.
6. Tapping Saddle Manufacturer for Prestressed Concrete Cylinder Pipe:
   a. Price Brothers,
   b. Or approved equal.
7. Tapping Valve Manufacturer:
   a. Mueller, No. T-2360,
   b. Kennedy No. 4950,
   c. Or approved equal.

F. Check Valves - Liquid Service
1. General:
   a. Check valves shall absolutely prevent the return of water back through the valve when the upstream pressure decreases below the downstream pressure. The valve shall be tight seating.
2. 22-Inches Diameter and Smaller: Valves shall be bronze, screwed ends with screw in cap suitable for 150 psi service.
   a. Product and Manufacturer: Provide one of the following:
      1) Fig. 92-A, as manufactured by Jenkins Brothers,
      2) Fig. 34-1/2, as manufactured by Crane Company,
      3) Or approved equal.
G. Air Release Valves
1. Air release valves shall be designed to operate automatically under pressure to release entrapped air from a watermain, pump, tank, or water system. Once the air has been released, the valve shall close and remain closed until reopened by entrapped air. No leakage or process fluid will be permitted.
2. All internal valve components shall be stainless steel.
3. The air release valve shall be float operated and shall incorporate a compound lever mechanism to enable the valve to automatically release accumulated air from a fluid system that is pressurized and operating.
4. The air release valve shall close drop tight, incorporating an adjustable Buna-N orifice button.
5. The float shall be stainless steel and be capable of withstanding a test pressure of 300 psi.
6. The linkage/lever mechanism shall be able to be removed from the valve without disassembly of the mechanism, and shall be designed to prevent jamming.
7. The body and cover shall be cast iron conforming to the requirements of ASTM A126 Class B, and shall be designed to withstand a test pressure of 450 psig.
8. Manufacturer:
   a. ValMatic, model #38,
   b. Or approved equal.

H. Combination Air and Vacuum Release Valves
1. Combination air release valves shall be designed to relieve entrapped air and to break a siphon in a pipeline regardless of flow direction.
2. All internal valve components shall be corrosion-resistant.
3. Manufacturer:
   a. ValMatic, valve #201C.2,
   b. Or approved equal.

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 listed in NSF-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-61 and applied in accordance with the
manufacturer's recommendations. Maintain coating during storage and until equipment begins operation.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Install valves and appurtenances as shown on the Drawings

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 are 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 15106 - Ductile Iron Pipe and Fittings
2. Section 15108 - Thermoplastic Pipe
3. Section 15110 - Valves and Appurtenances
4. Section 15140 - Testing and Disinfection

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
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 International (NSF) Standard 61
14. Underwriter’s Laboratories (UL)
15. International Organization for Standardization (ISO)
16. Factory Mutual Research Corporation
17. 1996 Safe Drinking Water Act

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.

D. Delivery Tickets:
   1. 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. 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 materials must be suitable for use in a potable water system.
2. 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 manufacturers.
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.

<table>
<thead>
<tr>
<th>Pipe Diameter (In.)</th>
<th>Minimum Number of Bolts</th>
<th>Bolt Diameter (In.)</th>
<th>At (Degrees)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>2</td>
<td>5/8</td>
<td>180</td>
</tr>
<tr>
<td>6-8</td>
<td>2</td>
<td>3/4</td>
<td>180</td>
</tr>
<tr>
<td>10-12</td>
<td>2</td>
<td>7/8</td>
<td>180</td>
</tr>
<tr>
<td>14-20</td>
<td>4</td>
<td>1</td>
<td>90</td>
</tr>
<tr>
<td>24-48</td>
<td>4</td>
<td>1-1/2</td>
<td>90</td>
</tr>
</tbody>
</table>

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 16-inch lengths.
h. Manufacturer:
   1) Dresser Industries, Style 138, for sizes up to 12-inches,
   2) Dresser Industries, Style 38, for sizes over 12-inches,
   3) Smith-Blair, Type 411, (or type 441 where specified),
   4) Or approved equal.

2. Hymax Coupling:
a. Material: Steel, with epoxy polyester coating.
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 303 stainless steel.
d. Couplings shall be designed for a field hydrostatic test pressure of 170 psi.
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. Manufacturer:
   a. Smith-Blair, Style 912,
   b. Dresser, Style 128,
   c. Or approved equal.

D. Restrainted 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. Restrainted 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, stainless steel single band provided in minimum length of 12-inches unless otherwise specified.
2. Nuts and bolts shall be Type 304 stainless steel or fluorocarbon coated.
3. Ductile iron hug 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. Manufacturer:
   a. Smith-Blair, Style 226
b. Dresser, Style 360,
c. 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 belt.
4. Manufacturers:
   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 of the double strap style.
2. Bodies shall be brass alloy conforming to ASTM B62 (85-5-5-5) and a threaded outlet conforming to AWWA C800.
3. Straps shall be high quality silicon bronze, flattened to provide a wider bearing surface to the pipe.
4. Nuts shall be brass alloy as per ASTM B62.
5. Gasket shall be Buna-N rubber in accordance with ASTM D2000.
6. Manufacturers:
   a. Smith-Blair,
   b. 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-900 and be suitable for flared connection to type K copper pipe.
2. Manufacturers:
   a. Unions, copper to copper, three parts:
      1) Mueller Co #H-15400,
      2) Or approved equal.
   b. Unions, copper to copper, two parts:
      1) Mueller Co #H-15405,
      2) Or approved equal.
   c. Eighth bend coupling with gasket:
      1) Mueller Co #H-15063,
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 0.25-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 an 18-inch diameter, rigid PVC body meter box specially designed for buried meter applications of 5/8-inch to 1-inch sizes.
2. The water meter tile set shall be designed such that the meter is installed on a platform that normally sits near the bottom of the box and can be easily raised to access the meter for service or reading. The meter and platform shall be connected to the service tubing by coils of polybutylene tubing which allow the meter and platform to be raised to the surface.
3. A closed-cell insulation pad shall be provided to prevent freezing.
4. The water meter tile set shall be suitable for a minimum depth of cover of 4 feet 6 inches 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 meter couplings, valves, and fittings, ready for the meter installation.
7. Manufacturer:
   a. Mueller/McCullough Thermo Coil Meter Box,
   b. Or approved equal.

K. 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. Manufacturer:
   a. Mueller: copper outlet, #H15000, for 5/8" through 1",
      Mueller: copper outlet, #H15020, for sizes over 1",
   b. Or approved equal.

L. 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 quarter turn to open or close.
3. Stops shall be suitable for potable water service, buried application.
4. Manufacturer:
   a. Mueller:
      1) 3/4-inch through 2-inch copper to copper: H15204 or B2504.
      2) 3/4-inch through 2-inch copper to iron: H15174 or B25174.
   b. Ford:
      1) 3/4-inch through 2-inch copper to copper: Z22.
      2) 3/4-inch through 2-inch copper to iron: Z21.
   c. Or approved equal.

M. 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 3/4-inch and 1-inch; 2 1/2-inch shaft: V-009, size 95E,
      2) For 1 1/2-inch and 2-inch; 4 1/2-inch shaft: V-425, size 145R,
   b. Hays,
   c. Mueller,
   d. Clow - a division of McWane, Inc.,
   e. Tyler - a division of McWane, Inc.,
N. 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 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. Mueller,
   d. Clow - a division of McWane, Inc.,
   e. Tyler - a division of McWane, Inc.,
   f. Sigma

O. 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.

2.02 PAINTING
A. Clean and prime cost ferrous metal surfaces of equipment in the shop.
B. Coat machined, polished and non-ferrous surfaces bearing surfaces and similar unpainted surfaces with corrosion prevention compound which shall be maintained during storage and until material begins operation.

PART 3 - EXECUTION
3.01 GENERAL
A. Install piping specialties and accessories as shown on the Drawings.
B. General
1. All materials as specified herein shall be installed by or under the direction of personnel who have performed at least ten similar installments.
   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 removed 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 carrier pipe.
3. Service saddles and tapping saddles installed on prestressed concrete 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" or smaller pipes.
   b. When water services larger than 1" are placed on a 6" pipe.
   c. When water services larger than 1 1/4" are placed on an 8" pipe.
   d. When water services are tapped to all plastic (PVC) pipe.
   e. When services larger than 1 1/4" 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 homeowner.
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 15051 – Buried Piping Installation.
2. Bedding for service connection tubing shall be furnished, and installed as specified elsewhere. For service tubing, install the following:
   a. Bedding for service tubing shall be washed sand.

D. 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.

Piping Specialties and Accessories,
Rev. 1995

15120-10
END OF SECTION
SECTION 15121
CASING 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 casing pipe and incidentals as
   shown, specified and required.

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 15106 - Ductile Iron Pipe and Fittings
   5. Section 15108 - Thermoplastic Pipe
   6. Section 15109 - Prestressed Concrete Cylinder Pipe
   7. Section 15110 - Valves and Appurtenances

1.02 QUALITY ASSURANCE

A. All materials shall be new, of first quality and in first class condition. They shall
   be of the type and manufacturer shown or specified, and substitutions will not be
   permitted unless specified by the ENGINEER.

B. Reference Standards:
   1. ASTM A123, Zinc (Hot Galvanized) Coatings of Products Fabricated
      from Rolled, Pressed and Forged Steel Shapes, Bars, Plate Bars and Strips
   2. ASTM A139, Electric Fusion (ARC) Welding Steel Pipe
   3. ASTM A153, Zinc Coating (Hot Dip) on Iron and Steel Hardware
   4. ASTM A307, Low Carbon Steel Externally and Internally Threaded
      Standard Fasteners
   5. ASTM A252, Welded and Seamless Pipe Piles
   6. ASTM A570, Standard Specification for Steel, Sheet and Strip, Carbon,
      Hot-Rolled, Structural Quality
   7. ASTM C32, Standard Specification for Sewer and Manhole Brick (made
      from clay or shale)
   8. ASTM C207, Standard Specification for Hydrated Lime for Masonry
      Purposes

C. Steel casing pipe and all incidentals shall be furnished by one supplier.
D. Requirements of Regulatory Agencies:
1. The CONTRACTOR shall be responsible for obtaining all required permits and shall comply with all provisions thereof at his own expense.
2. The CONTRACTOR shall, in addition to #1 above, obtain all additional permits, provide insurance, bonds and guarantees, and all else required by the governing authorities at his own expense. The CONTRACTOR’S responsibility under this paragraph may include, but not be limited to the following:
   a. Constructing and removing temporary facilities or structures.
   b. Providing details of construction methods.
   c. Providing detailed construction schedules.
   d. Reimbursing the applicable authority for any and all expenses incurred by them in connection with the Work.
   e. Traffic maintenance.
   f. Coordination of scheduling with the Authority.
   g. Necessary clean-up and restoration.

E. Tolerances:
1. The casing pipe shall be installed on the lines and grades shown on the Drawings and within tolerances required to allow the carrier pipe to pass through the crossing in accordance with the lines and grades shown, specified, or directed.

F. Welding:
1. Welding shall be done in strict accordance with manufacturer’s written requirements.
2. Welding operators shall be prequalified in accordance with the standard qualification procedure of the American Welding Society, and certificates attesting thereto shall be delivered to the ENGINEER prior to beginning of any welding operations.

1.03 SUBMITTALS
A. Shop Drawings identifying the casing pipe materials and installation procedure.
B. Certifications for welding operators.
C. All permits necessary for county highway crossings.
D. The CONTRACTOR shall submit certificates of compliance with the applicable referenced standards.
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 will not be accepted.

D. Interiors of materials shall be kept free from dirt and foreign matter.

E. Store casing pipe on heavy wood blocking or platforms so they are not in contact with the ground.

F. Casing pipe shall be unloaded opposite to or as close to the place where they are to be laid as is practical to avoid unnecessary handling.

1.05 JOB CONDITIONS

A. Provide guardrails, fences, signs, lights, barricades, barrels, and all other protective items necessary in accordance with the requirements of all applicable permits, laws, regulations, and ordinances, and as necessary to prevent damage or injury to private or public property or to workmen or the general public.

PART 2 - PRODUCTS

2.01 PROPERTIES OF STEEL CASING PIPE

A. Design Criteria: Steel Casing Pipe
   1. Minimum Tensile Strength - 60,000 PSI
   2. Minimum Yield Strength - 35,000 PSI
   3. Minimum Wall Thickness as Follows:
### MATERIALS

#### A. Steel Casing Pipe
1. Steel casing pipe shall be fabricated in accordance with the above listed specifications to the lengths and diameters shown on the Contract Drawings.
2. For casing pipes 30-inches in diameter and smaller, grout holes will not be required. For casing pipes larger than 30-inches in diameter, provide an adequate number of 1-1/2 inch holes, furnished three feet on center alternating 30 degrees with the top of the casing pipe. This shall be provided before installation to check for voids in the space between the ground and the outside of the casing pipe after the casing pipe is installed.
3. The 1-1/2 inch holes in steel casing pipe shall be tapped to receive 1-1/2" pipe plugs.
4. Grouting or other methods approved by the ENGINEER shall be used to fill such voids as uncovered.
5. All steel casing pipe must be new in first-class condition. Used or recycled casing pipe will not be allowed, regardless of condition.

#### B. Brick Bulkheads
1. Brick shall meet the requirements of ASTM C32, Grade MS.
2. Mortar shall be composed of Portland Cement, hydrated lime and sand in which the volume of sand shall not exceed three times the sum of the volumes of cement and lime.
   a. Cement shall be type II Portland Cement.
   b. Hydrated lime shall be types conforming to ASTM C207.
C. Cathodic Protection
1. One (1) seventeen pound magnesium anode shall be provided and installed for each end of each casing for cathodic protection.
2. Follow manufacturer’s recommendations for attaching to casing pipe and proper burial procedures.

D. Casing Spacers
1. Stainless Steel
   a. All casing spacers shall be made of 14 gauge Type 304 stainless steel with "1/16" Type 304 stainless steel fasteners.
   b. Runners shall be high molecular weight polyethylene.
   c. Spacers shall electrically insulate watermain from casing pipe to provide proper cathodic protection.
   d. Acceptable manufacturers:
      1) Smith-Blair,
      2) Approved equal.

E. Skids
1. Wood material shall be an acceptable hardwood variety.
2. Strapping shall be stainless steel.

PART 3 - EXECUTION

3.01 INSTALLATION

A. General
1. Installation of the casing pipes shall include installation of the steel casing pipe by either the boring and/or jacking method in both earth and/or rock wherever it is encountered.
2. Bulkheads shall be installed at each end of the casing pipe of sufficient strength and quality to support the filling operation and to support annular fill. Vents shall be provided as required to assure complete filling of annular space as required by applicable authorities.
3. When a carrier pipe is installed inside a casing pipe, the entire annular space around the carrier pipe shall be filled with sand or pea gravel.
4. Recovery pits shall be excavated at each bore or jack location to determine possible conflicts in alignment with existing utilities not shown on the plans.
5. The CONTRACTOR is responsible for proper line and grade at each crossing. Misalignment or improper grade, as compared to the Contract Drawings, will require extra work to be performed at no additional cost to the OWNER.
6. Tight vertical sheeting shall be driven before excavating for bore and receiving pits as required. Sheetig shall be for the full length, width, and
depth of the excavation. Sheetin shall conform to the applicable requirements of Section 02351, Excavation, Backfill, and Trenching.

7. Sheeting details shall be submitted by the CONTRACTOR to any affected agency for approval in advance of performing the Work.

B. Boring
1. The boring method shall consist of pushing the casing pipe into the fill with a boring auger rotating inside the pipe to remove the spoil.
2. The front of the casing pipe shall be provided with suitable mechanical arrangements or devices that will positively prevent the auger and cutting head from leading the pipe so that there will be no unsupported excavation ahead of the pipe.
3. The equipment and mechanical arrangements or devices used to bore and remove the earth and/or rock shall be removable from within the casing pipe in the event an obstruction is encountered.
4. The face of the cutting edge shall be arranged to provide reasonable obstruction to the free flow of soft or poor soil.
5. Water or other liquids shall not be used to facilitate casing emplacement or spoil removal.
6. The diameter of the boring hole shall be essentially the same as the outside diameter of the casing pipe.
7. If voids develop around the casing pipe as it is bored, cement grout will be pumped to fill all such voids; or fill by other means acceptable to the ENGINEER. All voids shall be filled as soon as possible after completion of the boring operation.

C. Jacking
1. The steel casing pipe installed by the jacking method shall be weldable steel pipe.
2. No type of auger, boring or drilling equipment shall be used.
3. Bracing and backstops shall be designed of sufficient rating such that jacking can be accomplished in a continuous manner until the leading edge of the pipe reaches the final position shown on the Contract Drawings.
4. The diameter of the boring hole shall be essentially the same as the outside diameter of the pipe.
5. If voids develop around the casing pipe as it is jacked, cement grout will be pumped to fill all such voids; or fill by other means acceptable to the ENGINEER. All voids shall be filled as soon as possible after completion of the jacking operation.
6. Jacking operations shall be in accordance with the American Railway Engineering Association Specifications, Chapter 1, Part 4, "Jacking Culvert Pipe Through Fills".
D. Obstruction
If an obstruction is encountered during installation by jacking or boring and it is impossible to advance the casing pipe, the CONTRACTOR shall choose one of the following:
1. Abandon the casing pipe in place and fill completely with grout. Provide whatever bulkheading is necessary to accomplish the grouting operation. The crossing will be moved to another location acceptable to the ENGINEER and the crossing rebored at the CONTRACTOR'S expense.
2. As acceptable to the ENGINEER and authority having jurisdiction, the CONTRACTOR may continue the casing pipe by tunneling and installation of liner plates. This continuation by the tunneling method shall be at the CONTRACTOR'S expense.

E. Welding
1. Welding shall be done in accordance with the manufacturer's written requirements.
2. Welding operators shall be prequalified in accordance with the standard qualification procedure of the American Welding Society, and certification attesting thereto shall be delivered to the ENGINEER prior to beginning of any welding operation.

F. Inspection
1. All casing pipe will be inspected by the ENGINEER prior to installation.
2. Prior to the work in this section, the CONTRACTOR shall inspect the installation area to determine if the work of other trades has progressed to the point where the installation may properly commence.
3. The CONTRACTOR shall verify that the installation can proceed in accordance with all pertinent codes and regulations, the original design and the referenced standards.

G. Installation of Carrier Pipe in Steel Casing
1. Verify that casing is installed to the proper lines and grades.
2. Joints for all carrier pipes 24-inches and larger in diameter shall be made within the casing pipe unless otherwise permitted by the ENGINEER.
3. Push or pull each length of pipe into casing, adjust line and grade as necessary without disturbing adjacent joints.
4. All carrier pipe joints falling within the steel casing pipe shall be restrained whether or not the pipe section falls within a restrained section of pipe as shown on the Drawings.

H. Discrepancies
1. If the above referenced inspection reveals discrepancies, 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.
I. Blasting
   1. Blasting is not allowed.

J. Annular Fill and Bulkhead
   1. Provide vents as required to assure complete filling of annular space and as required by the applicable authorities.
   2. Prior to the filling of the annular space, carrier pipe shall be properly and sufficiently secured against flotation and against all movement which would disturb joints.
      a. The CONTRACTOR shall be responsible for all improper joints including all joints disturbed by placing annular fill.
      b. The CONTRACTOR shall repair, replace or take whatever action is necessary to properly install casing pipe at no additional expense to the OWNER.
   3. After the carrier pipe is installed in casing, fill annular space with pea gravel between carrier pipe and casing and construct brick and mortar bulkheads as specified herein.
   4. Fill annular space in three (3) stages in the presence of the ENGINEER to his/her satisfaction.
   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 will remove pea gravel and reinstall, at his expense, if so ordered by the ENGINEER.
   6. Install bulkheads at pipe joints at each end of the casing of sufficient strength and quality to support the filling operation, and to support annular fill.

END OF SECTION
SECTION 15140
TESTING AND DISINFECTION

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work Specified
1. Testing and disinfection of all pressure piping for leakage as specified.
   a. The CONTRACTOR shall furnish all labor, equipment, test connections, vents, water and materials necessary for carrying out the pressure and leakage tests as specified and required.
   b. The work specified shall include all labor, material, equipment, services and incidentals necessary to fill, clean, chlorinate, flush, and test all pipelines which will carry or hold potable water.

B. Related Work Specified Elsewhere
1. Section 02080 - Fire Hydrants
2. Section 15051 - Buried Piping Installation
3. Section 15106 - Ductile Iron Pipe and Fittings
4. Section 15108 - Thermoplastic Pipe
5. Section 15110 - Valves and Appurtenances
6. Section 15120 - Piping Specialties and Accessories

C. Description
1. Permission shall be obtained from the OWNER of the water system before the use of water from any existing system. The CONTRACTOR shall:
   a. Conform to the requirements of the OWNER.
   b. Pay all costs connected with the taking or use of water for any testing or retesting.
   c. Give notice at least 24 hours before the use of water for any reason.
2. All work under this section shall be performed in the presence of the ENGINEER. A representative of the public health authority having jurisdiction must also be present, as required.
3. Chlorination shall be scheduled such that sampling and flushing will be performed during normal business hours.

1.02 QUALITY ASSURANCE

A. Reference Standards
1. AWWA B300, Standard for Hypochlorites
2. AWWA B301, Standard for Liquid Chlorine
3. AWWA C104, Cement-Mortar Lining for Ductile Iron Pipe and Fittings for Water
4. AWWA C301, Prestressed Concrete Pressure Pipe, Steel-Cylinder Type for Water and Other Liquids
5. AWWA C502, Standard for Dry-Barrel Fire Hydrants
6. AWWA C504, Standard for Rubber Seated Butterfly Valves
7. AWWA C600, Standard for Installation of Ductile Iron Watermains and Their Construction
8. AWWA C651, Standard for Disinfecting Water Mains
9. AWWA C900 Polyvinyl Chloride (PVC) Pressure Pipe, 4-inch Through 12-inch for Water Distribution
10. Standard Methods for the Examination of Water and Wastewater, latest edition
11. 1996 Safe Drinking Water Act

1.03 SUBMITTALS

A. The CONTRACTOR shall submit proposed materials, methods, and operations regarding testing and disinfection to the ENGINEER for review prior to the start of testing.

B. CONTRACTOR must provide a sketch to the ENGINEER of the sampling locations identifying at minimum the following:
   1. Street names,
   2. North arrow,
   3. Sampling locations,
   4. House numbers of nearest buildings to sampling locations.
   5. Other distinguishable landmarks,
   6. Any other information as requested by ENGINEER, OWNER, AUTHORITY, or County Health Department.

C. The CONTRACTOR shall submit certification that all backflow preventers (Reduced Pressure Zone attachments) and pressure gauges have been tested and certified within the last year.

D. Qualifications of laboratory analyzing biological samples.

E. Chain-of-Custody forms for all biological samples taken.

PART 2 - PRODUCTS

2.01 MATERIALS

A. All materials must be suitable for use in a potable water system.

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B. Chlorination shall be by the use of a solution of water and liquid chlorine, calcium hypochlorite or sodium hypochlorite and the solution shall be contained in the pipe or structure as specified.

PART 3 - EXECUTION

3.01 TESTS ON PRESSURE PIPING FOR POTABLE WATER

A. General
1. Flush, test and disinfect prior to connection to existing water mains as specified below, except as otherwise authorized by the ENGINEER.
2. The length of piping and sections included in the tests shall meet the approval of the ENGINEER.
3. Notify the ENGINEER 48 hours in advance of testing.
4. Equipment in or attached to the pipes being tested shall be protected. Any damage to such equipment during the test shall be repaired by the CONTRACTOR at his expense.
5. Conduct all tests per AWWA C-600, Section 4, latest editions in the presence of the ENGINEER. Repeat tests in the presence of local authorities having jurisdiction if required by them.
6. CONTRACTOR shall have sufficient personnel at the site for the entire duration of all tests.
7. When piping is to be insulated or concealed in a structure, tests shall be made before the pipe is covered.
8. Provide outlets to flush line, expel air and perform specified tests.
9. Where connections to existing lines are called for only one such connection will be allowed.
10. All fittings, hydrants and appurtenances must be properly braced and harnessed before the pressure is applied. Thrust restraining devices which will become a part of the system must also be tested at the test pressure.
11. When testing absorbent pipe materials such as cement or concrete, the pipeline shall be filled with water at least 24 hours before the test is made.
12. The CONTRACTOR must supply all materials and manpower to perform the tests as specified herein.
13. Testing and disinfection shall be acceptable and Health Department approved before another connection is made.

B. Initial Flushing
1. CONTRACTOR shall fill and flush new main to remove dirt and miscellaneous debris from the inside of the water main.
2. CONTRACTOR is responsible for removing all entrapped air during flushing.
3. Flushing must have sufficient flow rate to achieve a fluid velocity of 2.5 feet per second inside the waterline.
4. A minimum 2" tap is required for proper flushing of all watermains having a diameter of 8 inches or less.

5. Refer to AWWA C651, for number of taps required to obtain the minimum 2.5 feet per second flow velocity in pipes larger than 8 inches in diameter.

6. CONTRACTOR is responsible for providing a water source for flushing. With the permission of the OWNER, an existing watermain may be used as a water source, however, the following restrictions apply:
   a. The CONTRACTOR is not allowed to operate any valves or hydrants or operate any components which belong to the OWNER.
   b. If water is drawn from the existing system, an appropriate backwater preventer such as a Reduced-Pressure Zone (RPZ) device must be used. The RPZ must be tested within one (1) year and approved prior to usage.
   c. Water from flushing procedures must be disposed of properly. Water may be piped or gravity-fed to an existing storm sewer with the ENGINEER'S and the OWNER'S permission if proper erosion control methods to minimize sediment build-up are used. Discharge of water into a roadway is strictly prohibited.

7. CONTRACTOR shall partially open and close valves and hydrants several times under expected line pressure to flush foreign material out of the valves and hydrants.

C. Pressure Test
1. Pressure test apparatus must be installed as shown on the Drawings
2. Test pressure shall be as specified in paragraph 3.06 of Section 15051, Buried Piping Installation, at the lowest point in the line.
3. Test pressure shall be held on the piping for a period of at least 2 hours, unless a longer period is requested by the ENGINEER. Pressure should not fluctuate by more than 5 psi during testing.
4. Pressure gauge must be in good working condition and must be demonstrated to be accurate to the ENGINEER prior to any testing.
5. Gauge must have proper labeling to allow ENGINEER to accurately distinguish the maximum allowable 5 psi change in pressure. Gauge must have markings at no greater than 2 psi increments to allow accurate readings.
6. ENGINEER may tap pressure gauge at each reading to ensure needle is measuring pressure accurately.
7. ENGINEER shall record pressure at 15 or 30 minute intervals to help determine if the pressure loss is stabilizing.
8. The CONTRACTOR will inform the ENGINEER when to begin the test.
9. If the pressure drop is greater than 5 psi in 2 hours, or if the ENGINEER believes the line is suspect, the CONTRACTOR shall explore for the cause of the excessive leakage and after repairs have been made, the line
shall be retested. This procedure shall be repeated until the pressure loss is less than the maximum allowable and the ENGINEER is satisfied.

10. If the pressure drop is 3 psi or greater but less than 5 psi in 2 hours, the CONTRACTOR shall continue the test for another 2 hours. If the pressure drop over the 4 hour period is greater than 5 psi, the test failed and must be repeated after the cause of the leakage is explored and the necessary repairs have been made.

11. The ENGINEER shall make a preliminary determination if the test passes or fails based on the pressure and volume losses recorded during testing.

12. After each test, the CONTRACTOR must demonstrate that the test apparatus, including the pressure gauge, is fully functional and accurate. Inaccurate gauges or non-satisfactory equipment will be grounds for test failure, regardless of test results. CONTRACTOR will resupply proper equipment and retest, at his expense.

13. The pressure loss recorded over the 2 or 4-hour test must be acceptable to the County Health Department and AUTHORITY for final hydrostatic testing approval to be given.

D. Leakage Test

1. The leakage test shall be conducted concurrently with the pressure test.

2. The rate of leakage shall be determined at 15-minute intervals by means of volumetric measurement of the makeup water added to maintain the test pressure. The test shall proceed until the rate of leakage has stabilized or is decreasing below an allowable value, for three consecutive 15-minute intervals. After this, the test pressure shall be maintained for at least another 15 minutes.

a. At the completion of the test the pressure shall be released at the furthestmost point from the point of application.

3. All exposed piping shall be examined during the test and all leaks, defective material or joints shall be repaired or replaced before repeating the tests.

4. The leakage for pressure pipelines shall not exceed the following allowable rates in gallons per hour per 1000 feet of pipe:

<table>
<thead>
<tr>
<th>Pipe Diameter</th>
<th>Pipe Material</th>
<th>ECWA Allowable Leakage</th>
</tr>
</thead>
<tbody>
<tr>
<td>4&quot;</td>
<td>PVC, DI</td>
<td>0.29</td>
</tr>
<tr>
<td>6&quot;</td>
<td>PVC, DI</td>
<td>0.44</td>
</tr>
<tr>
<td>8&quot;</td>
<td>PVC, DI</td>
<td>0.59</td>
</tr>
<tr>
<td>10&quot;</td>
<td>PVC, DI</td>
<td>0.74</td>
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<tr>
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</tr>
<tr>
<td>16&quot;</td>
<td>DI, PCCP</td>
<td>1.17</td>
</tr>
<tr>
<td>20&quot;</td>
<td>DI, PCCP</td>
<td>1.47</td>
</tr>
<tr>
<td>24&quot;</td>
<td>DI, PCCP</td>
<td>1.76</td>
</tr>
</tbody>
</table>

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5. Regardless of the above allowables, any visible leaks shall be permanently stopped.

6. The CONTRACTOR shall provide a meter certified within the last year or a source-water tank/barrel of small enough cross section so that measurable changes in water depth can be accurately recorded. If the change in water depth cannot be properly measured, the ENGINEER may require the test to be run more than 2 hours until an accurate depth change can be recorded and the ENGINEER is satisfied with the results.

7. The leakage volume recorded over the 2 or 4-hour test must be acceptable to the County Health Department and AUTHORITY for final waterline approval to be given.

3.02 BUTTERFLY VALVE TESTING

A. All testing shall be as specified in Section 5, AWWA C504.

B. Each butterfly valve shall have the leakage test required by Section 5 of AWWA C504 performed with the pressure differential applied in both directions.

C. Each butterfly valve shall have a field leakage test performed with the pressure differential as identified in paragraph 3.06 of Section 15051, Buried Piping Installation, applied in both directions. This requirement does not waive the requirements stipulated in paragraph A above.

D. The duration of each field test in each direction shall be a minimum of two (2) hours.

E. The CONTRACTOR shall demonstrate to the ENGINEER'S satisfaction that all system components operate correctly, both individually and as a system. All testing equipment and materials required to perform all tests shall be provided by the CONTRACTOR and demonstrated as functional and accurate to the ENGINEER. Non-functional or inaccurate equipment, regardless of test results, will be grounds for test failure. CONTRACTOR shall resupply proper equipment and retest.

3.03 RESILIENT SEAT GATE VALVE TESTING

A. Performance testing, leakage, hydrostatic, and proof-of-design tests shall be as specified in Section 6 of AWWA C509.

B. Each gate valve shall have the leakage test required by Section 6 of AWWA C509 performed with the pressure differential applied in both directions.

C. If the ENGINEER or OWNER believes the line or valves are suspect, each gate valve shall have a field leakage test performed with the pressure differential as identified in paragraph 3.06 of Section 15051, Buried Piping Installation, applied.
in both directions. This requirement does not waive the requirement stipulated in paragraph B above.

D. The duration of each field test in each direction shall be a minimum of two (2) hours unless specifically defined by the ENGINEER.

E. The CONTRACTOR shall demonstrate to the ENGINEER's satisfaction that all system components operate correctly, both individually and as a system. All testing equipment and materials required to perform all tests shall be provided by the CONTRACTOR and demonstrated as functional and accurate to the ENGINEER. Non-functional or inaccurate equipment, regardless of test results, will be grounds for test failure. CONTRACTOR will resupply proper equipment and retest.

3.04 TAPPING SLEEVE AND VALVE TESTING

A. Prior to making the tap, gate valves shall have a field leakage test performed with a hydrostatic pressure as identified in Section 15051, Buried Piping Installation, on the open end.

B. Once the system is complete, the valves shall be tested in accordance with the Butterfly and Resilient Seat Gate Valve Testing criteria stated above.

C. The duration of each field test shall be a minimum of two (2) hours unless specifically defined by the ENGINEER.

D. After installation of the tapping sleeve or saddle and prior to tapping the main, the sleeve or saddle shall be air tested in accordance with manufacturer's recommendations. If the results of the air test do not meet manufacturers specifications, the sleeve or saddle will be replaced and retested until the results are satisfactory.

E. The CONTRACTOR shall demonstrate to the ENGINEER's satisfaction that all system components operate correctly, both individually and as a system. All testing equipment and materials required to perform all tests shall be provided by the CONTRACTOR and demonstrated as functional and accurate to the ENGINEER. Non-functional or inaccurate equipment, regardless of test results, will be grounds for test failure. CONTRACTOR will resupply proper equipment and retest.

3.05 DISINFECTION

A. Before disinfection, the line shall be cleaned and flushed with clean water as defined in the Initial Flushing section. CONTRACTOR shall provide outlets as required.
B. The chlorine solution shall be admitted to pipelines through corporation stops placed in the horizontal axis of the pipe, to structures by means of tubing extending directly into the structure or other approved methods.

C. CONTRACTOR shall install 2" saddles on existing and proposed mains and run 2" Type K copper tubing with backflow prevention device to allow for addition of chlorinated water. The rate of chlorine solution flow shall be in such proportion to the rate of water entering the pipe or structure that the resulting free chlorine residual shall be between 50 and 100 parts per million (PPM) milligrams per liter (mg/l). Concentrations over 100 PPM shall not be allowed to enter the piping system.

D. The placement of chlorine powder or tablets inside the pipe during installation as a means of disinfection will not be allowed.

E. The proposed piping shall be tested in all respects, prior to connecting the second end of the pipe to the existing system and prior to installing the annular fill at casing pipes.

F. All valves to existing mains must be closed during the chlorination process. CONTRACTOR must flush proposed main through a backflow preventer such as a Reduced Pressure Zone (RPZ) and 2" copper until chlorine residual at the opposite end reaches 50 ppm. All valves to the existing water network are to remain closed until this level is reached. While the chlorinated water is being added, all appurtenances on the main shall be operated so as to completely disinfect the new work. The operation shall be repeated as necessary to provide complete disinfection.

G. Chlorinated water from hydrants and taps must be properly collected and disposed of by the CONTRACTOR. Discharge of chlorinated water into the existing storm sewer or a natural water body shall not be allowed.

H. The chlorine treated water shall be retained in the pipe or structure at least 24 hours, unless otherwise directed. During the retention period all valves and hydrants within the treated sections shall be operated.

I. The chlorine residual shall be not less than 25 PPM (mg/l) at any point in the pipe or structure at the end of the retention period. CONTRACTOR shall immediately perform final flushing to reduce the retention time high levels of chlorinated water.

J. When making repairs to or when specified, structures and portions of pipelines shall be chlorinated by a concentrated chlorine solution containing between 200 PPM (mg/l) and 300 PPM (mg/l) of free chlorine. The solution shall be applied with a brush or sprayed on the entire inner surface of the empty pipes or
structures. The surfaces disinfected shall remain in contact with the strong chlorine solution for at least 30 minutes.

K. The CONTRACTOR must use an approved test method to determine chlorine levels. Test strips will be allowed for testing chlorine levels if the kit is new, in the original bottle, and has a color coded scale on the side with legible concentrations defined. Sending samples to an approved laboratory is also acceptable.

3.06 FINAL FLUSHING

A. Upon completion of each disinfecting operation, the CONTRACTOR will be required to empty the contents of the pipe into a tank truck. Dumping into a sewer will only be allowed with approval from the local governing body. In no instance will chlorinated testing or flushing water be emptied onto the roadways, in ditches, culverts, streams, wetlands, or any other natural water body.

3.07 BACTERIOLOGICAL TESTING

A. After disinfection and final flushing, a representative of the laboratory hired by the CONTRACTOR shall, in the presence of the ENGINEER, take two bacteriological samples from sampling points at approximately 1000-foot intervals and at each end of the test section (one immediately after final flushing and a second one after 24 hours) for testing by an approved laboratory in accordance with the latest Health Department requirements. The ENGINEER shall submit the reports directly to the County Health Department, the OWNER and the CONTRACTOR for review.

B. Should safe results not occur after these two consecutive tests, the CONTRACTOR shall, at his expense, repeat the disinfection procedure until safe results are obtained.

C. All precautions shall be taken to maintain dry and sanitary conditions and to prevent contamination of any piping, at the CONTRACTOR'S expense.

D. If, in the opinion of the ENGINEER, contamination has occurred, the CONTRACTOR shall repeat the disinfection and bacteriological testing at his cost and expense.

E. After reconnecting the proposed piping to the existing piping, the CONTRACTOR shall slowly refill the watermain with water and allow it to pressurize so that the ENGINEER may inspect the connections and/or other piping.
F. The CONTRACTOR shall, at his expense, correct any observed defects to the satisfaction of the ENGINEER and OWNER.

END OF SECTION
**ERIE COUNTY WATER AUTHORITY**

**STANDARD DETAILS**

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<th>SI 120</th>
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<td>SD2</td>
<td>PIPE CROSSING</td>
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<tr>
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<td>EXISTING VALVE BOX ABANDONMENT</td>
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</tbody>
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**WATERLINE SHUTDOWN REQUEST FORM** | SI-131

SI 119
TRENCH UNDER OTHER AREA
TRENCH UNDER OR WITHIN 5 FEET OF ASPHALT OR CONCRETE PAVEMENT, DRIVEWAY, SIDEWALK OR PARKING LOT

EXISTING GRADE
UNDISTURBED EARTH

PAYMENT LIMIT
FOR ASPHALT AND CONCRETE RESTORATION

INITIAL SAWCUT
FINAL SAWCUT
EXISTING PAVEMENT

PAYMENT LIMIT
FOR ROCK EXCAVATION AND SELECT BACKFILL

5'-0" MIN COVER

SUITABLE EXCAVATED BACKFILL

1'-0"
TYP.

SELECT BACKFILL
BEDDING
WATERMAIN

UNDISTURBED EARTH OR ROCK TRENCH BOTTOM

DETAIL
N.T.S.

ERIE COUNTY
WATER AUTHORITY
BUFFALO, NEW YORK

STANDARD DETAIL
TRENCH THROUGH 12-INCH DIAMETER WATERMAIN

DWG. NO.
SD
DATE REVISED
4/28/92 10/05

SI 120
TRENCH UNDER OTHER AREA
TRENCH UNDER OR WITHIN 5 FEET
OF ASPHALT OR CONCRETE PAVEMENT,
DRIVEWAY, SIDEWALK OR PARKING LOT

1'-0" TYP.

EXISTING PIPE
WATERMAIN

1'-6" CLEARANCE BETWEEN
EXISTING PIPE AND
TOP OF WATERMAIN
SELECT BACKFILL

UNDISTURBED EARTH OR
ROCK TRENCH BOTTOM
PIECE BEDDING

NOTES:
1. ALL EXISTING UTILITIES MUST BE SUPPORTED DURING CONSTRUCTION OF THE
NEW WATERMAIN.

2. WHEN CROSSING A SEWER LINE WITH A NEW WATERMAIN, ONE FULL PIPE
LENGTH (18 FT. MIN.) SHALL BE USED AT THE POINT OF CROSSING. THE
WATERMAIN SHALL BE PLACED SO THAT BOTH JOINT ENDS ARE AS FAR AS
POSSIBLE FROM THE EXISTING SEWER LINE.

SECTION

ERIE COUNTY
WATER AUTHORITY
BUFFALO, NEW YORK

STANDARD DETAIL
PIPE CROSSING

DWG. NO.
SD2
DATE
4/28/92
(REVISION
10/05

SI 121
**REstrained Joint Schedule**

<table>
<thead>
<tr>
<th>Pipe Size</th>
<th>Pipe Type</th>
<th>11.25° Elbow</th>
<th>22.5° Elbow</th>
<th>45° Elbow</th>
<th>Tee Branch, 90° Bend, Valve or Dead End</th>
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</thead>
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<tr>
<td></td>
<td></td>
<td>'L'</td>
<td>'L'</td>
<td>'L'</td>
<td>'L'</td>
</tr>
</tbody>
</table>

**Notes:**
1. Dimension 'L' represents the length of restrained pipe required in feet each side of the pipe fitting.

---

**Plan**

**N.T.S.**

**Erie County Water Authority, Buffalo, New York**

**Standard Detail**

**Restrainted Joint Schedule**

**DWG. No.** SD4

**Date** 4/28/92

**Revised** 10/05

---

**SI 122**
NOTES:
1. VALVES AND TEES MAY BE HARNESSED SIMILARLY.
2. HARNESSED IS FOR RESISTANCE TO INTERNAL PRESSURE PIPE ITSELF MUST BE SUPPORTED ON FIRM BEDDING AND CAREFULLY BACKFILLED.
3. COAT ALL EXPOSED SURFACES OF HARNESSED ASSEMBLY WITH BITUMINOUS COATING.
4. TIE RODS SHALL BE PLACED ON SIDES OF PIPE.
UNDISTURBED OR COMPACTED EARTH TYP.

WOOD WEDGES

ELBOW FITTING

SOLID CONCRETE BLOCK, TYP.

WATERMAIN, TYP.

NOTE:
1. FITTING TO BE POLYETHYLENE WRAPPED PRIOR TO BEDDING AND CONCRETE BLOCK PLACEMENT.

ELEVATION

DIMENSION SCHEDULE

<table>
<thead>
<tr>
<th>PIPE SIZE</th>
<th>11.25° ELBOW</th>
<th>22.5° ELBOW</th>
<th>45° ELBOW</th>
<th>90° ELBOW</th>
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<tbody>
<tr>
<td></td>
<td>'A'</td>
<td>'B'</td>
<td>'C'</td>
<td>'A'</td>
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ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK

STANDARD DETAIL
THRUST BLOCKS FOR ELBOW FITTING

DWG. NO. SDS:
DATE: 4/28/82 REVISED 10/05

SI 124
NOTES:
1. THRUST BLOCK REQUIRED FOR TEES, HYDRANT LATERAL TEES AND TAPPING SLEEVE INSTALLATIONS.
2. FITTING TO BE POLYETHYLENE WRAPPED PRIOR TO BEDDING AND CONCRETE BLOCK PLACEMENT.

<table>
<thead>
<tr>
<th>BRANCH TEE SIZE</th>
<th>DIMENSION SCHEDULE</th>
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<tbody>
<tr>
<td></td>
<td>'A'</td>
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<tr>
<td></td>
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ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK
STANDARD DETAIL
THRUST BLOCKS
FOR TEE OR "DEAD END" FITTING

DWG. NO. S07
DATE 4/28/92
REVISED 10/05
CONCRETE THRUST BLOCK, TYP.

WATERMAIN

COAT EXPOSED SURFACES OF RODS WITH BITUMINOUS COATING

ANCHOR INTO CONCRETE THRUST BLOCK WITH STEEL REINFORCING ROD TYP.

UNDISTURBED OR COMPACTED EARTH, TYP.

ELEVATION

NOTE:
1. FITTING AND ALL RESTRAINTS TO BE POLYETHYLENE WRAPPED PRIOR TO CONCRETE PLACEMENT.

DIMENSION SCHEDULE

<table>
<thead>
<tr>
<th>PIPE SIZE</th>
<th>PIPE TYPE</th>
<th>11.25° ELBOW</th>
<th>22.5° ELBOW</th>
<th>45° ELBOW</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>'A' 'W' 'L'</td>
<td>'A' 'W' 'L'</td>
<td>'A' 'W' 'L'</td>
</tr>
</tbody>
</table>

ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK

STANDARD DETAIL THRUST BLOCKS FOR VERTICAL BEND

DRAWN

ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK
FINISHED GRADE

VALVE BOX COVER SHALL BE LABELED 'WATER'

THREE PIECE CAST IRON VALVE BOX (WITHOUT BASE)

SELECT BACKFILL OR BEDDING

N.J. x M.J.
BUTTERFLY VALVE

OPERATOR

SOLID CONCRETE BLOCK (TYP.) (MIN. 4”x 8”x 16”)

NOTES:
1. VALVE SHALL NOT SUPPORT VALVE BOX.
2. POSITION VALVE SO THAT OPERATOR IS ON SIDE OF WATERMAIN OPPOSITE THE END OF ROADWAY.

SECTION

N.T.S.

ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK

STANDARD DETAIL
BUTTERFLY VALVE SETTING

DWG. NO.
SD12

DATE
5/00

REVISED
10/05
CONSTRUCT BULKHEAD AT BOTH ENDS OF CASING

DUCTILE IRON PIPE (MUST EXTEND 5' BEYOND CASING BOTH ENDS)

MAGNESIUM ANODE (TYP. EACH END)

FULL LENGTH HARDWOOD SKIDS, THICKNESS TO ALLOW FOR CLEARANCE BETWEEN PIPE BELL OR PIPE COUPLING AND INSIDE OF PIPE CASING BELL OF DUCTILE IRON WATERMAIN PIPE, TYP.

NEW STEEL CASING PIPE SIZE AS REQUIRED

FILL ANNULAR SPACE WITH PEA GRAVEL

FILL ANNULAR SPACE WITH PEA GRAVEL

STAINLESS STEEL STRAP TYP.

DUCTILE IRON WATERMAIN PIPE, TYP.

STAINLESS STEEL STRAP, TYP.

FILL ANNULAR SPACE

NOTE:
1. ALL PIPE JOINTS WITHIN THE CASING PIPE SHALL BE RESTRAINED JOINTS.

ELEVATION

ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK

STANDARD DETAIL Casing Pipe WITH HARDWOOD SKIDS

DWG. NO.
SD24

DATE 4/28/92
REVISED 10/05

SI 128
NOTES:
1. ALL PIPE JOINTS WITHIN THE CASING PIPE SHALL BE RESTRAINED JOINTS.
2. THE PROPOSED NUMBER OF CASING SPACERS SHALL BE INSTALLED TO PROVIDE SUFFICIENT SUPPORT AS PER MANUFACTURER'S RECOMMENDATIONS.
UNPAVED AREAS

PAVED AREAS

RESTORE TO MATCH EXISTING

FINISHED GRADE

SUITABLE EXCAVATED MATERIAL

RESTORE PAVEMENT TO MATCH EXISTING

EXISTING PAVEMENT SECTION

UNDISTURBED EARTH

SAWCUT

COMPACTED SELECT FULL DEPTH UNDER ALL PAVED AREAS.

REMOVE EXISTING VALVE BOX ASSEMBLY AND CLOSE VALVE

ELEVATION

N.T.S.

ERIE COUNTY WATER AUTHORITY
BUFFALO, NEW YORK

STANDARD DETAIL EXISTING VALVE BOX ABANDONMENT

DWG. NO. SD26
DATE 6/00
REVISED 10/05
WATERLINE SHUTDOWN REQUEST FORM

Erie County Water Authority
3030 Union Road
Cheektowaga, New York 14227

Phone: 684-1510
Fax: 684-3937

Directions:
1. This form is used to request a shutdown of an existing water line for interconnections or repair.
2. Only authorized Erie County Water Authority personnel may operate existing valves and hydrants.
3. A minimum of (3) business days notice to the ECWA is required for proper shutdown scheduling.
4. Contractor must notify in writing all affected customers (3) business days in advance of shutdown.
5. Shutdowns prior to 9:00 a.m. will not be permitted without approval by Erie County Water Authority.
6. The Contractor requesting the shutdown shall complete Section 1 and forward to the Engineer.
7. The Engineer will complete Section 2 and forward to the Erie County Water Authority.
8. Engineer will notify all parties when the shutdown is approved.

Section 1 (To be filled out by Contractor and forwarded to Engineer)

Project Name: ___________________________ Interconnection #: ___________________________

Town: ___________________________ Shutdown X-street(s): ___________________________

Contractor: ___________________________

Field Contact Name: ___________________________

Office Phone #: ___________________________ Fax #: ___________________________

Mobile Phone #: ___________________________

Date Submitted: ___________________________ Work Date Requested: ___________________________

Signature: ___________________________ Time Requested: ___________________________

Signature certifies that sufficient personnel and equipment will be scheduled to perform the necessary work.

Section 2 (To be filled out by Engineer and forwarded to ECWA)

Engineering Firm: ___________________________

Field Contact Name: ___________________________

Office Phone #: ___________________________ Fax #: ___________________________

Mobile Phone #: ___________________________

Date Submitted: ___________________________ Date Submitted: ___________________________

Signature: ___________________________

Signature certifies that the date and time are acceptable and that proper inspection will be provided.
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<tr>
<td>REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID PROJECTS-FHWA 1273</td>
<td></td>
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</table>
If Sponsors use NYSDOT Standard Specifications for their construction projects, include the following Federal requirements in **ALL** contract bid proposals:

- Certification for Federal Aid Contracts.
- Disclosure of Lobbying Activities.
- Non-Collusive Bidding Certification, this format provides a single signature page for the bidder to sign with all requirements listed.
- U.S. Department of Transportation Hotline Information.
- Equal Opportunity Requirements. Refer to Chapter 13 of this manual for more information.
CERTIFICATION FOR FEDERAL AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

The prospective participant also agrees by submitting his/her bid or proposal that he/she shall require that the language of this certification be included in all lower tier subcontracts which exceed $100,000.00 and that such subrecipients shall certify and disclose accordingly.

THESE MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS, AND MUST BE INCLUDED IN EACH BID PROPOSAL WHETHER NYS DOT SPECIFICATIONS OR LOCAL SPECIFICATIONS ARE USED.
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subawardee recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.

5. If the organization filing the report in item 4 checks “Subawardee”, then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

Appendix 12 - 12.A.4
10. (a) Enter the full name, address, city, state and zip code for the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the Federal covered action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB Control Number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington D.C. 20503.
**DISCLOSURE OF LOBBYING ACTIVITIES**
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. contract</td>
<td>a. bid/offer/application</td>
<td>a. initial filing</td>
</tr>
<tr>
<td>b. grant</td>
<td>b. initial award</td>
<td>b. material change</td>
</tr>
<tr>
<td>c. cooperative agreement</td>
<td>c. post-award</td>
<td>For Material Change Only:</td>
</tr>
<tr>
<td>d. loan</td>
<td></td>
<td>year</td>
</tr>
<tr>
<td>e. loan guarantee</td>
<td></td>
<td>quarter</td>
</tr>
<tr>
<td>f. loan insurance</td>
<td></td>
<td>date of last report</td>
</tr>
</tbody>
</table>

4. Name and Address of Reporting Entity:
- Prime
- Subawardee
- Tier, if known:

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:

6. Congressional District, if known:

7. Federal Program Name/Description:

8. Federal Department/Agency:

9. Federal Action Number, if known:

10. a. Name and Address of Lobbying Registrant
    (if individual, last name, first name, Ml):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of facts upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Federal Use Only: Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)
<table>
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<th>Reporting Entity:</th>
<th>Page</th>
<th>Of</th>
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Authorized for Local Reproduction - Standard Form LLL

Appendix 12 – 12.A.7
NON-COLLUSIVE BIDDING CERTIFICATIONS

REQUIRED BY SECTION 139-D, STATE FINANCE LAW and SECTION 103-D OF GENERAL MUNICIPAL LAW

"Section 139-d, SFL and Section 103-d, GML, "Statement of non-collusion in bids to the state."

1. Every bid hereafter made to the state or any public department, agency, or official thereof, where competitive bidding 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 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 therefor. 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 the bidder (a) has published price lists, rates, or tariffs covering items being 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).

2. Any bid hereafter made to the state or any public department, agency, or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to have included the signing and submission of the bid and the inclusion therein of the certificate
as to non collusion as the act and deed of the corporation."

REQUIRED BY TITLE 23, U. S. CODE, AND SECTION 112. A NON-COLLUSIVE BIDDING CERTIFICATION MUST BE INCLUDED IN EVERY BID PROPOSAL REGARDLESS OF WHETHER NYSDOT SPECIFICATIONS OR LOCAL SPECIFICATIONS ARE USED.

(A)2
"By submission of this bid, the bidder does hereby tender to the Owner this sworn statement pursuant to Section 1128 of Title 23, U. S. Code-Highways and does hereby certify, in conformance with said Section 112 of Title 23, U. S. Code-Highways that the said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above contract."

Appendix 12 - 12.A.9
REQUIRED BY TITLE 49, CFR, VOLUME 1, SUBTITLE A, PART 29

"The signator to the proposal, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, his/her company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (of five percent or more ownership):

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three years;

3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

EXCEPTIONS: The Contractor should list any relevant information, attaching additional sheets to the proposal if necessary. (Exceptions will not necessarily result in disapproval, but will be considered in determining responsibility. For any exception noted, the Contractor should indicate to whom it applies, the initiating agency, and the dates of actions. Providing false information may result in criminal prosecution or administrative sanctions).

THESE MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS. HOWEVER, THE NYS COLLUSIVE BIDDING CERTIFICATION AND MANY IN USE BY LOCAL GOVERNMENTS ARE ALMOST IDENTICAL AND ARE ACCEPTABLE.
THE FOLLOWING PAGES ARE THE REQUIRED CERTIFICATION REGARDING NON-COLLUSIVE BIDDING PROCEDURES AND THE CONTRACTOR'S ELIGIBILITY TO SUBMIT A BID UNDER FEDERAL LAW. THE LAST PAGE IS A GENERAL BIDDER INFORMATION FORM. ALL SHOULD BE INCLUDED IN THE CONTRACT DOCUMENTS, IMMEDIATELY FOLLOWING THE PAGE(S) WHICH CONTAINS THE NON-COLLUSIVE BIDDING REQUIREMENTS. BY SIGNING ONE OF THESE CERTIFICATIONS, THE CONTRACTOR CERTIFIES THAT HE UNDERSTANDS AND AGREES TO BE BOUND BY THE PROVISIONS OF THE FOLLOWING LAWS:

1. NEW YORK STATE FINANCE LAW, ARTICLE 9, SECTION 139-d
2. TITLE 49, CFR, PART 29
3. TITLE 23, U. S. CODE-HIGHWAYS, SECTION 112

THE CONTRACTOR SHOULD CHOOSE THE APPROPRIATE NOTARIZATION WHICH CORRESPONDS TO THE TYPE OF COMPANY (SOLE PROPRIETORSHIP, PARTNERSHIP, OR CORPORATION) THAT HE/SHE REPRESENTS OR IS AFFILIATED WITH. ALL BIDDERS SHOULD FILL OUT THE APPROPRIATE SECTION OF THE BIDDER INFORMATION SHEET.

BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

1. Perform all work listed in accordance with the Contract Documents at the unit prices bid; subject to the provisions of Section 104-04, Standard Specifications, Construction and Materials, published by the New York State Department of Transportation, and dated May 4, 2006, if applicable;

2. All the terms and conditions of the non-collusive bidding certifications required by Section 139-d of the State Finance Law, and Section 112, Title 23, U.S. Code;

3. Certification of Specialty Items category selected, if contained in this proposal;

4. Certification of any other clauses required by this proposal and contained herein;

5. Certification, under penalty of perjury, as to the current history regarding suspensions, debarments, voluntary exclusions, determinations of ineligibility, indictments, convictions, or civil judgments required by 49 CFR Part 29.
Date:

(Legal Name of Person, Corporation, or Firm Which is Submitting Bid or Proposal)

BY: ____________________________
   (Signature of Person Representing Above)

AS: ____________________________
   (Official Title of Signator in Above Firm)

(Acknowledgment by Individual Contractor, If a Corporation)

STATE OF NEW YORK )
COUNTY OF ) SS:

On this day of , 20 , before me personally came _, to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did depose and say that he/she resides at , and that he/she is the of the corporation described in and which executed the above instrument, and that he/she signed his/her name thereto on behalf of said Corporation by order of the Board of Directors of said Corporation.

Notary Public

(Acknowledgment by Co-Partnership Contractor)

STATE OF NEW YORK )
COUNTY OF ) SS:

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On this __________ day of ________________, 20____, before me personally came ____________________________ to me known and known to me to be the person described in and who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of ____________________________, consisting of himself/ herself and ____________________________, and that he/she executed the foregoing instrument in the firm name of ____________________________ and that he/she had authority to sign same, and did duly acknowledge to me that he/she executed same as the act and deed of said firm of ____________________________ for the uses and purposes mentioned herein.

________________________________________
Notary Public

(Acknowledgment by Individual Contractor)

STATE OF NEW YORK )
) SS:
COUNTY OF

On this __________ day of ________________, 20____, before me personally came ____________________________ to me known and known to me to be described in and who executed the foregoing instrument, and that he/she acknowledged that he/she executed the same.

________________________________________
Notary Public

NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provide information listed below:

Bidder Address: _________________________________
Street or P. O. Box No. _________________________________
City _________________________________ State ZIP _________________________________
Federal Identification No.: _________________________________

Appendix 12 – 12.A.13
Name of Contact Person: __________________________

Phone # of Contact Person: __________________________

If Bidder is a Corporation:

President's Name & Address: __________________________

Secretary's Name & Address: __________________________

Treasurer's Name & Address: __________________________

If Bidder is a Partnership:

Partner's Name & Address: __________________________

Partner's Name & Address: __________________________

If Bidder is a Sole Proprietorship:

Owner's Name & Address: __________________________
REPORTING VIOLATIONS OF NON-COLLUSIVE BIDDING PROCEDURES, MISCONDUCT, OR OTHER PROHIBITED CONTRACT ACTIVITIES

U. S. DEPARTMENT OF TRANSPORTATION HOTLINE. Persons with knowledge of bid collusion (i.e., contractors, suppliers, workers, etc.) or other questionable contract related practices (inadequate materials, poor workmanship, theft of materials, etc.) are encouraged to report such activities by calling the U. S. D. O. T. HOTLINE. The HOTLINE number is 1-800-424-9071 and calls will be answered from 8:00 A.M. to 5:00 P.M. EST, Monday thru Friday. This HOTLINE is under the direction of the U.S.D.O.T.'s Inspector General. All information will be treated confidentially and the caller's anonymity will be respected.

NEW YORK STATE INSPECTOR GENERAL HOTLINE. Reports of New York State Governmental Misconduct may be made in strict confidence to the New York State Inspector General on the Toll Free Statewide HOTLINE or by writing to the Office of the Inspector General. The Toll Free Statewide HOTLINE telephone number is 1-800-367-4448 and calls will be answered between 8:00 A.M. and 4:30 P.M., Monday through Friday. The address of the Office of the State Inspector General is the State Capitol, Executive Chamber, Albany, New York 12224.

THIS IS REQUIRED IN ALL FEDERAL AID CONTRACTS.
EQUAL OPPORTUNITY REQUIREMENTS FOR FEDERAL AID CONTRACTS

GENERAL. Title 23 USC Section 140(a) requires the Secretary of Transportation to ensure non-discrimination in employment generated by Federally-aided construction by the inclusion of Equal Employment Opportunity provisions in the contract specifications. Those provisions are found in the Required Contract Provisions for Federal-Aid Construction Contracts (FHWA 1273), which is incorporated into this proposal. Those provisions require the Contractor to comply with 41 CFR 60, the applicable portions of which are included in this contract. The New York State Department of Transportation is required to enforce those provisions on its Federally-aided construction contracts by 23 CFR, Part 230, Subparts A and D. Such enforcement shall include efforts on the part of the Department of Transportation to ensure that these provisions are included in, and enforced as part of, all contracts let by other agencies, including municipal subdivisions of the State, which are funded with Federal monies administered by or through the Department of Transportation. Such enforcement includes, but is not limited to, monitoring the Contractor's and Subcontractor's employment practices, requiring employment related reports to be filed by the Contractor in a timely manner on forms acceptable to the Sponsor and the Department, determining the Contractor's compliance with these provisions and taking such actions as authorized by law, rule, or regulation to enforce compliance by the Contractor. In the enforcement of those rules by the Department, the term Director means the Director of the Department's Office of Civil Rights.

Included in this contract are sections of 41 CFR 60 as required by regulation of the Office of Federal Contract Compliance Programs, and the US Department of Labor. The enforcement of those provisions is also the responsibility of the Office of Federal Contract Compliance Programs, separate and independent of the Department's enforcement responsibility.

TRAINING SPECIAL PROVISION. If this contract proposal includes the Training Special Provisions, the Contractor is required to comply with that provision as part of the Equal Employment Opportunity Requirements. The Training Special Provisions requires the Contractor to provide training to at least one minority or woman indentured apprentice or trainee. If the Contractor fails to meet the employment goals for minorities or women specified in these requirements, additional training of minorities and women will be required to satisfy the employment goals. No payment will be made for the training required of the Contractor under the Training Special Provision.

EQUAL EMPLOYMENT OPPORTUNITY OFFICER. The Contractor will designate and make known to the Sponsor and the Department an Equal Employment Opportunity Officer (EEO Officer) who will have the responsibility for, and must be capable of effectively administering and promoting, an active contractor program of Equal Employment Opportunity and who must be assigned adequate authority and responsibility to do so.

COMPLAINTS OF ALLEGED DISCRIMINATION. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all of his or her avenues of appeal.
ASSURANCE OF NON-DISCRIMINATION. The Sponsor, in accordance with Title VI of the Civil Rights Act of 1964, 78 Statute 252, 42 USC 2000d to 2000d-4, and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for award.
"Code of Federal Regulations"

Title 41 - Public Contracts, Property Management

Chapter 60 - Office of Federal Contract Compliance Programs

PART 60-1, OBLIGATIONS OF CONTRACTORS AND SUBCONTRACTORS

Subpart A, Preliminary Matters; Equal Opportunity Clause; Compliance Reports

Sec. 60-1.1 Equal opportunity clause.

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided for in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor pursuant to Section

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204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

PART 60-4, CONSTRUCTION CONTRACTORS, AFFIRMATIVE ACTION REQUIREMENTS

Sec. 60-4.2, Solicitations

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

(1) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

(2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as set forth in the solicitations from which this contract resulted. These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor is also subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women on each of its projects. The transfer of minorities or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

(3) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the Subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

(4) As used in this Notice, and in the contract resulting form this solicitation, the "covered
area" is the county where the contract is to be performed.

Sec. 60-4.3, Equal Opportunity Clauses

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

5. As used in these specifications:
   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
   d. "Minority" includes:
      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
      (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish Culture or origin, regardless of race);
      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
      (iv) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000.00 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or
Subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7(a) through (d) of these specifications. The goals set forth in the solicitations from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographic area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

   a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

   b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

   c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization, and of what action was taken with respect to each such
individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7(b) above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers of subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7 (a) through (p)). The efforts of a contractor association, joint contractor union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under sections 7(a) through 7(p) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goal for women generally, the Contractor may be in violation of the Executive Order if a specific group of minority women is underutilized).

10. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligation under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.3.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainer, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Sec. 60-4.5, Hometown plans.

a. A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the Plan: Provided, that each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables. If a contractor is not participating in an approved Hometown Plan, it shall comply with the specifications set forth in 60-4.3 of this part, and with the goals and timetables for the appropriate area as listed in the notice required by 41 CFR 60-4.2 with regard to that trade. For the purposes of this part 60-4, a Contractor is not participating in a Hometown Plan for a particular trade if it:

1. Ceases to be signatory to a Hometown Plan covering that trade;
2. Is signatory to a Hometown Plan for that trade but is not party to a collective bargaining agreement;
agreement for that trade;
3. Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with labor organizations which are not or cease to be signatories to the same Hometown Plan for that trade;
4. Is signatory to a Hometown Plan for that trade and is party to a collective bargaining agreement with a labor organization for that trade but the two have not jointly executed a specific commitment to minority and female goals and timetables and incorporated the commitment in the Hometown Plan for that trade;
5. Is participating in a Hometown Plan for that trade which is no longer acceptable to the Office of Federal Contract Compliance Programs;
6. Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade and the labor organization and the contractor have failed to make a good faith effort to comply with their obligations under the Hometown Plan for that trade.

b. Contractors participating in Hometown Plans must be able to demonstrate their participation and document their compliance with the provisions of the Hometown Plan.

Sec. 60-4.6, Goals and timetables

The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate workforce, demographic, or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the FEDERAL REGISTER, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where work is being performed.

Sec. 60-4.8, Show cause notice

If an investigation or compliance review reveals that a construction contractor or subcontractor has violated the Executive Order, and contract clause, specification, or the regulations in this chapter, and if administrative enforcement is contemplated, the Director shall issue to the Contractor or Subcontractor a notice to show cause which shall contain the items specified in paragraphs (I) through (iv) of 41 CFR 60-2.2(c)(1). If the Contractor does not show good cause within 30 days, or in the alternative, fails to enter an acceptable conciliation agreement which includes, where appropriate, make up goals and timetables, back pay, and seniority relief for affected class members, the OFCCP shall follow the procedure in 41 CFR 60-1.26(b):
Provided, that where a conciliation agreement has been violated, no show cause notice is required prior to the initiation of the enforcement proceedings.
Sec. 60-4.9, Incorporation by operation of the order.

By operation of the order, the equal opportunity clause contained in Sec. 60-1.4, the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) contained in Sec. 60-4.2 and the Standard Federal Equal Employment Opportunity
Construction Contract Specifications (Executive Order 11246) contained in Sec. 60-4.3 shall be deemed to be a part of every solicitation or of every contract and subcontract, as appropriate, required by the order and the regulations in this chapter to include such clauses whether or not they are physically incorporated in such solicitation or contract and whether or not the contract is written.
GOALS FOR MINORITY PARTICIPATION IN THE CONSTRUCTION INDUSTRY

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* The following goal ranges are applicable to the indicated trades in the Counties of Bronx, Kings, New York, Queens, and Richmond:

- Electricians: 9.0 to 10.2
- Carpenters: 27.6 to 32.0
- Steam Filters: 2.2 to 13.5
- Metal Lathers: 26.0 to 28.6
- Operating Engineers: 25.6 to 26.0
- Plumbers: 12.0 to 14.5
- Iron Workers (Structural): 25.9 to 32.0
- Elevator Constructors: 15.5 to 21.5
- Bricklayers: 13.4 to 15.5
- Asbestos Workers: 22.8 to 28.0
- Roofers: 6.3 to 7.5
- Iron Workers (Ornamental): 22.4 to 23.0
- Cement Masons: 23.0 to 30.0
- Glaziers: 16.0 to 20.0
- Plasterers: 18.5 to 23.0
- Teamsters: 22.0 to 23.5
- Boilermakers: 13.0 to 15.5
- All Others: 16.4 to 17.5

GOALS FOR WOMEN

Female Goals - 6.9%

Goals for the utilization of women by Federal and Federally assisted construction contractors were last published on April 7, 1978 (43 CFR 4988, 149000). That April 7, 1978 publication included a 6.9% goal for the period from April 1, 1980 until March 31, 1981. Pursuant to 41 CFR 60-4.6, the 6.9% goal for female utilization is extended until further notice.

THESE MUST BE INCLUDED IN EACH BID PROPOSAL REGARDLESS OF WHOSE SPECIFICATIONS ARE USED.
REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID PROJECTS- FHWA 1273

I. General ........................................................................................................
II. Nondiscrimination ....................................................................................
III. Nonsegregated Facilities ........................................................................
IV. Payment of Predetermined Minimum Wage...........................................
V. Statements and Payrolls ...........................................................................
VI. Record of Materials, Supplies and Labor ..............................................
VII. Subletting or Assigning the Contract ....................................................
VIII. Safety & Accident Prevention ..............................................................
IX. False Statements Concerning Highway Projects ...................................
X. Implementation of Clean Air Act and Federal Pollution Control Act ......
XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
XII. Certification Regarding Use of Contract Funds for Lobbying ..............

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the Contractor's own organization and with the assistance of workers under the Contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the Contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided for in 29 CFR 5.12:
   
   Section I, Paragraph 2;
   Section IV, Paragraphs 1, 2, 3, 4, and 7
   Section V, Paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U. S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the contracting agency, the DOL, or the Contractor's employees or their
representatives.

6. Selection of Labor: During the performance of this contract, the Contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal Aid construction contracts and to all related subcontracts of $10,000.00 or more)

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal employment opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the Contractor's project activities under this contract. The Equal Employment Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American with Disabilities Act of 1990 (42 U.S.C. 12101 et. seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the Contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The Contractor will work with the Owner, the State Highway Agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The Contractor will accept as his/her operating policy the following statement:

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

2. EEO Officer: The Contractor will designate and make known to the Owner's contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the
Contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less than once every six months, at which time the Contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the Contractor's EEO obligations within thirty days following their reporting for duty with the Contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the Contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the Contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment, and potential employees.

e. The Contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment**: When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the Contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

b. In the event that the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with the EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions**: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race,
color, religion, sex, national origin, age, or disability. The following procedures shall be followed:

a. The Contractor will conduct periodic inspection of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The Contractor will periodically evaluate the spread of wages within each classification to determine any evidence of discriminatory wage practices.

c. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all his avenues of appeal.

6. Training and Promotion:

a. The Contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The Contractor will use best efforts to develop, in cooperation with the unions, joint
training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The Contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age, or disability.

c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the Owner and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the Owner.

5. Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment: The Contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The Contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the Contractor enters into pursuant to this contract. The Contractor will use his best efforts to solicit bids from and use DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA and/or Owner personnel offices.

c. The Contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

6. Records and Reports: The Contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work, and shall be available at reasonable times and places for inspection by authorized representatives of the Owner, the SHA, and the FHWA.

Appendix 12 - 12.A.32
a. The records kept by the Contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

7. The Contractors will submit an annual report to the Owner and the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the Contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal Aid construction contracts and to all related subcontracts of $10,000.00 or more)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal Aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provision of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age, or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g., disabled parking).

c. The Contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000.00 or more and that it will retain such certification in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE
(Applicable to all Federal Aid construction contracts exceeding $2,000.00 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor or its Subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employee's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The Owner's contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rates, and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by
a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the Contractor or Subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D. C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. The event the Contractor or Subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representative, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe benefits:

a. Whenever the minimum wage rates prescribed in the contract for a class of laborers or mechanics include a fringe benefit which is not expressed as an hourly rate, the Contractor or subcontractors, as appropriate, shall either pay the benefits as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the Contractor or Subcontractor, as appropriate, does not make payments to a trustee or other third party person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentice and Trainees (Programs of the U. S. DOL) and Helpers:
a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire workforce under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage determination for the work actually performed. Where a Contractor or Subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor or Subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided for in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a
training plan approved by the Employment and Training Administration shall be paid not less
than the applicable wage rate on the wage determination for the classification of work actually
performed. In addition, any trainee performing work on the job site in excess of the ratio
permitted under the registered program shall be paid not less than the applicable wage rate on
the wage determination for the work actually performed.

(3) Every trainee must be paid not less than the rate specified in the approved program for
his/her level of progress, expressed as a percentage of the journeyman-level hourly rate
specified in the applicable wage determination. Trainees shall be paid fringe benefits in
accordance with the provisions of the training program. If the trainee program does not
mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage
determination unless the Administrator of the Wage and Hour Division determines that there is
an apprenticeship program associated with the corresponding journeyman-level wage rate on
the wage determination which provides for less than the full fringe benefits for apprentices, in
which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a
training program, the Contractor or Subcontractor will no longer be permitted to utilize trainees
at less than the applicable predetermined rate for the work performed until an acceptable
program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined
on the applicable wage determination or is approved pursuant to the conformance procedure
set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a
helper under an approved definition, shall be paid not less than the applicable wage rate
determination for the classification of work actually performed.

Apprentices and Trainees (Programs of the U. S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have
been certified by the Secretary of Transportation as promoting EEO in connection with the
Federal Aid highway construction programs are not subject to the requirements of paragraph 4
of this Section IV. The straight time hourly wage rates for apprentices and trainees under such
programs will be established by the particular programs. The ratio of apprentices and trainees
to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding: The Owner shall upon its own action or upon written request of an
authorized representative of the DOL withhold, or cause to be withheld, from the Contractor or
subcontractor under this contract or any other Federal contract with the same prime contractor,
or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements
which is held by the same prime contractor, as much of the accrued payments or advances as
may be considered necessary to pay laborers and mechanics, including apprentices, trainees,
and helpers, employed by the Contractor or any Subcontractor the full amount of wages
required by the contract. In the event of failure to pay any laborer or mechanic, including any
apprentice, trainee, or helper, employed or working on the site of the work, all or part of the
wages required by the contract, the Owner's contracting officer may, after written notice to the
Contractor, take such action as may be necessary to cause the suspension of any further
payment, advance, or guarantee of funds until such violations have ceased.
7. **Overtime Requirements:** No Contractor or Subcontractor contracting for any part of the contract which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraph 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any work week in which he/she is employed on such work, to work in excess of 40 hours in such work week unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such work week.

8. **Violations:** Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the Contractor and any Subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such Contractor or subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10.00 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. **Withholding for Unpaid Wages and Liquidated Damages:** The Owner shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. **STATEMENT AND PAYROLLS**

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. **Compliance with Copeland Regulations (29 CFR 3):**

The Contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. **Payrolls and Payroll Records:**

   a. Payrolls and basic records relating thereto shall be maintained by the Contractor and each Subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates or contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types of described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the Contractor and each Subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the Owner's resident engineer or agent in charge of the project a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), US Government Printing Office, Washington DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 USC 1001 and 31 USC 231.

g. The Contractor or Subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the Owner, the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Owner, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR


2. At the Prime Contractor’s option, either a single report covering all contract work or separate reports for the Contractor and for each Subcontractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The Contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a total percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the Owner. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the Contractor's own organization (23 CFR 635.116).

   a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the Prime Contractor.

   b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The Contractor amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The Contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizations resources (supervision,
management and engineering services) as the Owner's contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the Owner's contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the Owner has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the Contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635.108). The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the Owner's contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the Contractor enters into pursuant to this contract, that the Contractor and any Subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under Construction Safety and Health Standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 USC 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have the right of entry to any site of contract performance to inspect or investigate the matter of compliance with the Construction Safety and Health Standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 USC 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, supplies, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635.119) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 USC 1020 reads as follows:
"Whoever, being an officer, agent, or employee of the United States, or any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowing makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-Aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that $10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid Construction contracts and to all related subcontracts of $100,000.00 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 USC 1857 et seq., as amended by Pub. L 91-604), and under the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq., as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed on the US Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the Owner of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND

Appendix 12 – 12.A.42
VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions: (Applicable to all Federal-aid contracts and to all related subcontracts of $100,000.00 - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the
eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

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

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-
Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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2. Instructions for Certification - Lower Tier Covered Transactions: (Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000.00 or more - 49 CFR 29)
a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily exclude," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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Appendix 12 – 12.A.45
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

1. The prospective participant certified, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS
(Applicable to Appalachian contracts only.)

Appendix 12 - 12.A.46
1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.

The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

2. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

3. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.

4. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

REQUIRED IN ALL FEDERAL AID CONTRACTS, AND MUST BE INCLUDED IN EACH BID PROPOSAL REGARDLESS OF WHOSE SPECIFICATIONS ARE USED.
ITEM 08520.5014 - SAW CUTTING ASPHALT PAVEMENT, CONCRETE PAVEMENT AND ASPHALT OVERLAY ON CONCRETE PAVEMENT

DESCRIPTION:

Under this item, the contractor shall saw cut existing asphalt pavement, concrete pavement, asphalt surface course, or asphalt concrete overlay on concrete pavement at the locations indicated on the plans or where directed by the Engineer.

MATERIALS:

None specified.

CONSTRUCTION DETAILS:

Existing pavement and overlay shall be saw cut perpendicular to the roadway surface along neat lines, and to the depth indicated on the plans and typical sections. A power saw approved by the Engineer shall be used for cutting asphalt surface course and asphalt overlay. A power saw shall be used for cutting concrete pavement. After the existing asphalt pavement, concrete pavement, asphalt surface course or overlay has been saw cut through, the contractor may use pry bars, pneumatic tools or other methods approved by the Engineer, to pry loose the existing pavement from that pavement which is to remain. A pavement breaker, under the supervision of the Engineer, may be used to break up the pavement to be removed after the pavement has been completely saw cut through and completely free from the pavement to remain.

Any existing pavements and curbs not indicated to be removed that are damaged by the contractor's operations, shall be repaired by him to the satisfaction of the Engineer at no additional cost to the State.

METHOD OF MEASUREMENT:

The quantity to be measured will be the number of meters of saw cutting done in accordance with the plans, typical sections and the directions of the Engineer.

No saw cutting will be measured for payment under this item which the contractor may choose to do for his own convenience.

BASIS OF PAYMENT:

The unit price bid per meter of saw cutting shall include the cost of all labor, materials, and equipment necessary to complete the work.

Payment for removal and disposal of cut pavement shall be paid for under the appropriate excavation item.
ITEM 559.1896 - PROTECTIVE SEALING OF STRUCTURAL CONCRETE ON NEW BRIDGE DECKS AND BRIDGE DECK OVERLAYS

DESCRIPTION. Under this work the Contractor shall furnish and apply, in accordance with this specification, a protective sealer to concrete surfaces, at locations indicated on the plans or where directed by the Engineer.

MATERIALS. The protective sealer used on new concrete bridge decks shall be one appearing on the Department's Approved List, which does not contain an aqueous solvent/carrier and shall meet the requirements of the following subsection:

717-03 - Penetrating Type Protective Sealers

CONSTRUCTION DETAILS.

A. General. The Contractor shall provide the Engineer with the sealer manufacturer's written instructions for application and use, at least five (5) working days before the start of work. Only one (1) brand and specific type of sealer will be allowed for use on each deck.

B. Surface Preparation. All concrete bridge decks shall air dry for twenty-four (24) hours after the time of completion of saw cut grooving. If the concrete is subjected to rain or moisture from other project operations, the drying period shall be extended twenty-four (24) hours from the time that the concrete has stopped being wetted. All required surface texturing, saw cut grooving, barriers, parapets, sidewalks and safetywalks shall be completed, before the surface is cleaned. After the drying period has ended, the concrete surface shall be cleaned by vacuum methods, to remove loose particles.

After cleaning, no laitance, standing water, oil, dirt or other foreign particles shall be present, which may prevent penetration of the sealer. All surface preparation work shall be completed and approved by the Engineer before sealer application can commence.

C. Weather Limitations. Sealer materials shall not be applied during wet weather conditions or when adverse weather conditions are anticipated within twelve (12) hours of the completion of sealer application. Ambient and surface temperatures, during application, and until the sealed concrete is dry to the touch, shall be a minimum of 5° C. Application by spray methods will not be permitted during windy conditions, if in the opinion of the Engineer, unsatisfactory results will be obtained.

D. Sealer Application. The protective sealer shall be used as supplied by the Manufacturer without thinning or alteration. Equipment for sealer application shall be clean of foreign materials and approved by the Engineer before use. The sealer shall be applied by brushing, spraying or rolling, as recommended by the Manufacturer.

A minimum of two (2) coats of the sealer shall be applied to achieve uniform coverage. The total quantity of sealer applied by all coats shall be equal to the quantity required at the application rate specified in the Approved List. The second and each additional coat shall be applied perpendicular to the previous coat. Care shall be taken when applying...
ITEM 559.1896 18 - PROTECTIVE SEALING OF STRUCTURAL CONCRETE ON
NEW BRIDGE DECKS AND BRIDGE DECK OVERLAYS

each coat, such that running or puddling does not occur. Each coat shall be allowed to
dry for a minimum of two (2) hours before the next coat is applied. The final coat shall
be allowed to dry according to the Manufacturer's instructions, before the removal of
maintenance and protection of traffic.

METHOD OF MEASUREMENT. The work will be measured as the number of square meters of
concrete sealed.

BASIS OF PAYMENT. The unit price bid per square meter shall include the cost of furnishing
all labor, materials, and equipment necessary to satisfactorily complete the work.
ITEM E637.05 – ENGINEER’S OFFICE – TYPE 1
ITEM E637.06 – ENGINEER’S OFFICE – TYPE 2
ITEM E637.07 – ENGINEER’S OFFICE – TYPE 3

The general specifications of Section 637 shall apply except:

Under 637-2 – MATERIALS.

637-2.01 C. Parking Area

In the last sentence delete “is specified in Table 637-2.” And insert “shall be 6.”

637-2.01 D. Field Office Signs.

In the second paragraph, third sentence delete “N.Y.S. DEPT. OF TRANSPORTATION” And insert “ERIE COUNTY D.P.W. - HIGHWAYS”

637-2.01 F. Telephone and Answering System.

In the second sentence delete “is specified in Table 637-2.” And insert “shall be one”

- Delete the following sub-sections:

637-2.02 S. Refrigerator.

637-2.02 T. Kitchenette.

637-2.02 U. Stove.

637-2.01 W. Thermometer.

In the first sentence after “...degrees centigrade...” insert “and degrees Fahrenheit”

637-2.01 X. Coat Rack.

In the second sentence delete “is specified in Table 637-2.” And insert “shall be two.”

Delete the last sentence.

637-2.01 Y. Office Desk and Chair.

In the last sentence delete “is specified in Table 637-2.” And insert “shall be two.”
637-2.01 Z. Office / Conference Table.

In the last sentence delete “is specified in Table 637-2.” And insert “shall be one.”

Add the following:

637-2.01 FF. Pocket Cassette Tape Recorder. Tape Recorder with a minimum of two spare cassette blanks.

Under 637-2.04 Mobile Telephone.

In the first paragraph, last sentence delete”...special note entitled “Section 637 Pay Item Quantities””...and insert “…Itemized Proposal Pages…”

Under 637-3.01 Engineer’s Field Office.

In the first paragraph, delete “…State…” and insert “…County…”.

In the third paragraph last sentence delete “…Regional Construction Engineer…” and insert “…Erie County Commissioner of Public Works…”

Under 637-5 – BASIS OF PAYMENT.

637-5.01 Engineer’s Field Office.

In the fourth paragraph last sentence delete “…Regional Construction Engineer…” and insert “…Erie County Commissioner of Public Works…”

637-5.04 Mobile Telephone.

Delete the second paragraph in its entirety.

Under “Payment will be made under:” add the following:

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Item Description</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>E637.05</td>
<td>Engineer's Office - Type 1</td>
<td>Month</td>
</tr>
<tr>
<td>E637.06</td>
<td>Engineer's Office - Type 2</td>
<td>Month</td>
</tr>
<tr>
<td>E637.07</td>
<td>Engineer's Office - Type 3</td>
<td>Month</td>
</tr>
</tbody>
</table>

01/02/79
06/02/92
08/02/94
07/28/10
SECTION 645 – SIGNS

The standard NYSDOT Specification in Section 645 shall apply except:

Under 645-2.04 Type B Sign Posts. Delete sub paragraphs A and B. Add the following:

A. Material and shape to meet the requirements of TELESPAR or approved Equal.

Material to be of square stock punched or perforated four sides. Holes at 3/8" diameter at 1" on centers. 12 GAGE Material fabricated to be telescopic to each other.

B. Breakaway bases and hinge assemblies shall be constructed in accordance to the detail on the plans.

Under 645-3.04 Type B Sign Posts. Delete this section in its entirety. Add the following:

The Contractor shall install Type B sign posts, breakaway bases, and hinge assemblies and foundations in accordance with the details shown on the plan sheets or the manufacturer’s approved materials details.

<table>
<thead>
<tr>
<th>E645.8WXXYYZZ Type B Sign Posts</th>
<th>Each</th>
<th>YY Gauge</th>
</tr>
</thead>
<tbody>
<tr>
<td>W Appearance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Galvanized</td>
<td></td>
<td>01 12 gauge</td>
</tr>
<tr>
<td>4 Rustic</td>
<td></td>
<td>02 14 gauge</td>
</tr>
</tbody>
</table>

Under Payment will be made under: Add the following:

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Item Description</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>E645.830101</td>
<td>1 ¼&quot; x 1 ¼&quot;</td>
<td>EACH</td>
</tr>
<tr>
<td>E645.830201</td>
<td>1 ½&quot; x 1 ½&quot;</td>
<td>EACH</td>
</tr>
</tbody>
</table>
SECTION 698 – PRICE ADJUSTMENTS

This specification shall conform to SECTION 698 – PRICE ADJUSTMENTS, except as modified herein.

Under 698-1 DESCRIPTION.

698-1.01 Asphalt Price Adjustment.

In the last sentence change “…listed in the …” to “…listed on the pages immediately following this specification in the…”

698-1.02 Fuel Price Adjustment.

In the last sentence change “…listed in the …” to “…listed on the pages immediately following this specification in the…”

Under 698-3 CONSTRUCTION DETAILS.

698-3.01 A. Quantity.

At the end of the first sentence:

“…note entitled Asphalt Price Adjustment,” and add “following this Specification.”

698-3.02 A. Quantity.

At the end of the first sentence:

delete “…note entitled Asphalt Price Adjustment,” and add “following this Specification.”

Under “Payment will be made under:” add the following items:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Pay</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>E698.04</td>
<td>Asphalt Price Adjustment</td>
<td>Dollars Cents</td>
</tr>
<tr>
<td>E698.05</td>
<td>Fuel Price Adjustment</td>
<td>Dollars Cents</td>
</tr>
</tbody>
</table>
ASPHALT PRICE ADJUSTMENT

ASPHALT PRICE ADJUSTMENT CONVERSION FACTORS

<table>
<thead>
<tr>
<th>MATERIAL DESCRIPTION</th>
<th>CONVERSION FACTOR</th>
<th>* ITEM NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bituminous Stabilized Course</td>
<td>0.085 ( \text{t PGB/m}^3 )</td>
<td>302.01, .0102</td>
</tr>
<tr>
<td>Asphalt Treated Permeable Base Type 1</td>
<td>0.030 ( \text{t PGB/t} )</td>
<td>402.010901</td>
</tr>
<tr>
<td>Asphalt Treated Permeable Base Type 2</td>
<td>0.035 ( \text{t PGB/t} )</td>
<td>402.011901</td>
</tr>
<tr>
<td>True &amp; Leveling</td>
<td>See Note 5</td>
<td>402.017901, 402.018901</td>
</tr>
<tr>
<td>Shim Course</td>
<td>0.0825 ( \text{t PGB/t} )</td>
<td>402.058901</td>
</tr>
<tr>
<td>Type 10FX Top</td>
<td>0.055 ( \text{t PGB/t} )</td>
<td>402.200401 RR</td>
</tr>
<tr>
<td>6.3 mm SUPERPAVE HMA</td>
<td>0.067 ( \text{t PGB/t} )</td>
<td>402.067x01 RR</td>
</tr>
<tr>
<td>9.5 mm SUPERPAVE HMA</td>
<td>0.062 ( \text{t PGB/t} )</td>
<td>402.09xx01, 402.09xx01 RR</td>
</tr>
<tr>
<td>12.5 mm SUPERPAVE HMA</td>
<td>0.055 ( \text{t PGB/t} )</td>
<td>402.12xx01, 402.12xx01 RR</td>
</tr>
<tr>
<td>19 mm SUPERPAVE HMA</td>
<td>0.049 ( \text{t PGB/t} )</td>
<td>402.19xx01</td>
</tr>
<tr>
<td>25 mm SUPERPAVE HMA</td>
<td>0.045 ( \text{t PGB/t} )</td>
<td>402.25xx01</td>
</tr>
<tr>
<td>37.5 mm SUPERPAVE HMA</td>
<td>0.040 ( \text{t PGB/t} )</td>
<td>402.37xx01</td>
</tr>
<tr>
<td>Asphaltic Sealants (ASTM 6690)</td>
<td>0.00072 ( \text{t PGB/L} )</td>
<td>402.75XX RR</td>
</tr>
<tr>
<td>Paver Placed Surface Treatment Types A, B and C</td>
<td>0.0016 ( \text{t PGB/m}^3 )</td>
<td>402.918x02 RR, 928x02 RR, .938x02 RR</td>
</tr>
<tr>
<td>Task Coat (Asphalt Emulsion)</td>
<td>0.00031 ( \text{t PGB/L} )</td>
<td>407.01 RR</td>
</tr>
<tr>
<td>Bituminous Material (Pavement, Shoulders)</td>
<td>0.00065 ( \text{t PGB/L} )</td>
<td>410.07</td>
</tr>
<tr>
<td>Micro-Surfacings, Type II</td>
<td>0.090 ( \text{t PGB/t} )</td>
<td>410.102102 RR</td>
</tr>
<tr>
<td>Micro-Surfacings, Type III and Rut Filling</td>
<td>0.075 ( \text{t PGB/t} )</td>
<td>410.103102 RR, .104102 RR</td>
</tr>
<tr>
<td>Quick-Set Slurry, Type II</td>
<td>0.115 ( \text{t PGB/t} )</td>
<td>410.202302 RR</td>
</tr>
<tr>
<td>Quick-Set Slurry, Type III</td>
<td>0.100 ( \text{t PGB/t} )</td>
<td>410.203302 RR</td>
</tr>
<tr>
<td>Asphalt Sidewalks, Driveways</td>
<td>See Note 5</td>
<td>608.02xx RR</td>
</tr>
<tr>
<td>Miscellaneous Asphalt 702-07</td>
<td>0.00106 ( \text{t PGB/L} )</td>
<td>618.07</td>
</tr>
<tr>
<td>Asphalt Emulsion 702-3001</td>
<td>0.00055 ( \text{t PGB/L} )</td>
<td>618.3001, 407.02 RR</td>
</tr>
<tr>
<td>Asphalt Emulsion 702-3101, 702-3102</td>
<td>0.00063 ( \text{t PGB/L} )</td>
<td>618.3101, 618.3102</td>
</tr>
<tr>
<td>Asphalt Emulsion 702-3201, 702-3301, 702-3401, 702-3402</td>
<td>0.00065 ( \text{t PGB/L} )</td>
<td>618.3201, 618.3301, 618.3401, 618.3402</td>
</tr>
<tr>
<td>Asphalt Emulsion 702-3501, 702-3601</td>
<td>0.00057 ( \text{t PGB/L} )</td>
<td>618.3501, 618.3601</td>
</tr>
<tr>
<td>Cationic Asphalt Emulsion 702-4001</td>
<td>0.00050 ( \text{t PGB/L} )</td>
<td>618.4001, 407.02 RR</td>
</tr>
<tr>
<td>Cationic Asphalt Emulsion 702-4101, 702-4201, 702-4301</td>
<td>0.00065 ( \text{t PGB/L} )</td>
<td>618.4101, 618.4201, 618.4301</td>
</tr>
<tr>
<td>Cationic Asphalt Emulsion 702-4401, 702-4501</td>
<td>0.00057 ( \text{PGB/L} )</td>
<td>618.4401, 618.4501</td>
</tr>
</tbody>
</table>

Notes:
1. In accordance with Standard Specification §698-3.01, the index value for the asphalt price adjustment is the average posted price of Performance Graded Binder (PGB) for the month of bid letting.
ASPHALT PRICE ADJUSTMENT

2. A two digit suffix (RR) at the end of a contract pay item indicates a special specification.

3. Quality Adjustment Items (402/606) are not eligible for fuel or asphalt price adjustment.

4. The conversion factors for HMA mixed with slag shall be increased by 25%.

5. The conversion factor for True & Leveling, Driveways, or other items that allow mix options will be based on the actual mixtures used.

* Item Number: This is the contract pay item number (M is omitted in the table) under which these materials are most frequently paid. Unless indicated otherwise, materials similar to those indicated under the column entitled “Material Description” are also eligible for adjustment using the factor listed for a similar material with the same pay units regardless of the actual contract pay item number. Contact the Regional Materials Engineer with any questions regarding applicability of contract pay items that are not listed.

\[ t = \text{metric ton} = 1,000 \text{ kg} \]
## METRIC FUEL PRICE ADJUSTMENT FACTORS

### FUEL PRICE ADJUSTMENT USAGE FACTORS

<table>
<thead>
<tr>
<th>MATERIAL DESCRIPTION</th>
<th>USAGE FACTOR</th>
<th>* ITEM NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excavation &amp; Embankment</td>
<td>2.23 L/m³</td>
<td>203.05, 203.06, 203.07, 203.08, 203.20, 203.21 and 203.25</td>
</tr>
<tr>
<td>Excavation</td>
<td>1.73 L/m³</td>
<td>203.02</td>
</tr>
<tr>
<td>Embankment</td>
<td>0.50 L/m³</td>
<td>203.03</td>
</tr>
<tr>
<td>Controlled Low Strength Material</td>
<td>4.95 L/m³</td>
<td>204.01, 204.02</td>
</tr>
<tr>
<td>Structure/Trench/Culvert Excavation</td>
<td>2.48 L/m³</td>
<td>206.01, 206.02, and 206.04</td>
</tr>
<tr>
<td>Bituminous Stabilized Course</td>
<td>6.93 L/m³</td>
<td>302.01</td>
</tr>
<tr>
<td>Subbase Course</td>
<td>4.70 L/m³</td>
<td>All 304 Items</td>
</tr>
<tr>
<td>Hot Mix Asphalt</td>
<td>10.3 L/t</td>
<td>402 Items and 608.02xx RR</td>
</tr>
<tr>
<td>Cold Milling</td>
<td>0.50 L/m³</td>
<td>All 490 Items</td>
</tr>
<tr>
<td>Portland Cement Concrete Pavement</td>
<td>4.95 L/m³</td>
<td>502 Items</td>
</tr>
<tr>
<td>Footing Concrete &amp; Concrete for Structures - All classes (A, F, G, HP, etc.)</td>
<td>4.95 L/m³</td>
<td>555.xx</td>
</tr>
<tr>
<td>Approach Slabs and Structural Slabs with bottom formwork</td>
<td>0.98 L/m³</td>
<td>557.xx</td>
</tr>
<tr>
<td>Structural Slabs - no bottom formwork</td>
<td>0.49 L/m³</td>
<td>557.xx</td>
</tr>
<tr>
<td>Class D Concrete</td>
<td>0.24 L/m³</td>
<td>557.13</td>
</tr>
<tr>
<td>Topsoil</td>
<td>0.50 L/m³</td>
<td>613.02, 613.03</td>
</tr>
</tbody>
</table>

### Notes:

1. In accordance with Standard Specification §698-3.02, the index value for the fuel price adjustment is the average posted price for the month of bid letting.

2. Quality Adjustment Items (402/502/608) are not eligible for fuel price adjustment.

* Item Number: This is the contract pay item number (M is omitted in the table) under which these materials are most frequently paid. Unless indicated otherwise, materials similar to those indicated under the column entitled "Material Description" are also eligible for adjustment using the factor listed for a similar material with the same pay units regardless of the actual contract pay item number. Contact the Regional Materials Engineer with any questions regarding applicability of contract pay items that are not listed.

<table>
<thead>
<tr>
<th>Unit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>t</td>
<td>metric ton</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Unit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>m</td>
<td>m</td>
</tr>
<tr>
<td>Source Number</td>
<td>Company Name</td>
</tr>
<tr>
<td>---------------</td>
<td>---------------------------------------</td>
</tr>
<tr>
<td>5-3F</td>
<td>Buffalo Crushed Stone Inc.</td>
</tr>
<tr>
<td>5-6F</td>
<td>Gernatt Asphalt Products Inc.</td>
</tr>
<tr>
<td>5-8F</td>
<td>Gernatt Asphalt Products Inc.</td>
</tr>
<tr>
<td></td>
<td>Blend of 5-8F and 5-81F.</td>
</tr>
<tr>
<td>5-11F</td>
<td>E.F. Lippert Co.</td>
</tr>
<tr>
<td></td>
<td>Material from below water table</td>
</tr>
<tr>
<td>5-22F</td>
<td>Gernatt Asphalt Products Inc.</td>
</tr>
<tr>
<td>5-30F</td>
<td>Lafarge North America</td>
</tr>
<tr>
<td>5-31F</td>
<td>Gernatt Asphalt Products Inc.</td>
</tr>
<tr>
<td>5-33F</td>
<td>Corbett Hill Gravel Products Inc.</td>
</tr>
<tr>
<td>5-39F</td>
<td>Gernatt Asphalt Products Inc.</td>
</tr>
<tr>
<td>5-55F</td>
<td>Gernatt Asphalt Products Inc.</td>
</tr>
<tr>
<td>5-56F</td>
<td>Gernatt Asphalt Products Inc.</td>
</tr>
<tr>
<td></td>
<td>Not including PCC</td>
</tr>
<tr>
<td>5-64F</td>
<td>Gernatt Asphalt Products Inc.</td>
</tr>
<tr>
<td></td>
<td>Material from below water table</td>
</tr>
<tr>
<td>5-69F</td>
<td>Dufferin Aggregates</td>
</tr>
<tr>
<td></td>
<td>Not including PCC wearing surfaces</td>
</tr>
<tr>
<td>5-77F</td>
<td>Monofrax Inc.</td>
</tr>
<tr>
<td></td>
<td>Foundry sand. Not including PCC</td>
</tr>
<tr>
<td>5-79F</td>
<td>CBM Aggregates</td>
</tr>
<tr>
<td>5-81F</td>
<td>Gernatt Asphalt Products Inc.</td>
</tr>
<tr>
<td>5-89F</td>
<td>Lafarge Canada</td>
</tr>
<tr>
<td>5-90F</td>
<td>Lafarge Canada</td>
</tr>
<tr>
<td></td>
<td>Not including PCC wearing surfaces</td>
</tr>
<tr>
<td>5-96F</td>
<td>Ungermann Excavating</td>
</tr>
<tr>
<td></td>
<td>Machias, NY</td>
</tr>
<tr>
<td>5-96GFM</td>
<td>Ungermann Excavating</td>
</tr>
<tr>
<td></td>
<td>Fine aggregate from 5-96G</td>
</tr>
</tbody>
</table>
## Technical Services - Materials - Approved List
### Sources of Fine & Coarse Aggregates
#### Region 5 - Gravel

<table>
<thead>
<tr>
<th>Source Number</th>
<th>Company Name Source Location</th>
<th>County</th>
<th>Test Number</th>
<th>Specific Gravities</th>
</tr>
</thead>
<tbody>
<tr>
<td>5-3G</td>
<td>Buffalo Crushed Stone Inc. Franklinville, NY</td>
<td>Cattaraugus</td>
<td>09AG 8C</td>
<td>Bulk (SSD)</td>
</tr>
<tr>
<td>5-6G</td>
<td>Gernatt Asphalt Products Inc. Hanover, NY</td>
<td>Chautauqua</td>
<td>08AG 4C</td>
<td>2.61</td>
</tr>
<tr>
<td>5-8G</td>
<td>Gernatt Asphalt Products Inc. Collins, NY</td>
<td>Erie</td>
<td>09AG 51C</td>
<td>2.60</td>
</tr>
<tr>
<td>5-22G</td>
<td>Gernatt Asphalt Products Inc. So. Dayton, NY</td>
<td>Cattaraugus</td>
<td>09AG 17C</td>
<td>2.63</td>
</tr>
<tr>
<td>5-30G</td>
<td>Lefarge North America Delevan, NY</td>
<td>Cattaraugus</td>
<td>09AG 52C</td>
<td>2.66</td>
</tr>
<tr>
<td>5-33G</td>
<td>Corbett Hill Gravel Products Inc. Randolph, NY</td>
<td>Cattaraugus</td>
<td>05AG 64C</td>
<td>2.63</td>
</tr>
<tr>
<td>5-39G</td>
<td>Gernatt Asphalt Products Inc. Sandusky, NY</td>
<td>Cattaraugus</td>
<td>09AG 5C</td>
<td>2.63</td>
</tr>
<tr>
<td>5-64G</td>
<td>Gernatt Asphalt Products Inc. Great Valley, NY</td>
<td>Cattaraugus</td>
<td>09AG 9C</td>
<td>2.59</td>
</tr>
<tr>
<td>5-69G</td>
<td>Dufferin Aggregates Kitchener, Ontario, Canada</td>
<td>Waterloo</td>
<td>10AG 15C</td>
<td>2.72</td>
</tr>
<tr>
<td>5-89G</td>
<td>Lafarge Canada, Inc. Orono, Ontario, Canada</td>
<td>Victoria</td>
<td>08AG 52C</td>
<td>2.69</td>
</tr>
<tr>
<td>5-90G</td>
<td>Lafarge Canada, Inc. Cambridge, Ontario, Canada</td>
<td>Waterloo</td>
<td>08AG 53C</td>
<td>2.66</td>
</tr>
<tr>
<td>5-96G</td>
<td>Ungermann Excavating, Inc. Machias, NY</td>
<td>Cattaraugus</td>
<td>05AG 65C</td>
<td>2.58</td>
</tr>
</tbody>
</table>

Last Update: July 15, 2010
## Technical Services - Materials - Approved List

### Sources of Fine & Coarse Aggregates

#### Region 5 - Stone

<table>
<thead>
<tr>
<th>Source Number</th>
<th>Company Name Source Location</th>
<th>County</th>
<th>Test Number</th>
<th>Rock Type</th>
<th>Specific Gravities</th>
<th>ASR Potential</th>
</tr>
</thead>
<tbody>
<tr>
<td>5-1RS</td>
<td>Buffalo Crushed Stone Inc. Cheektowaga, NY</td>
<td>Erie</td>
<td>09AR 14S</td>
<td>Limestone</td>
<td>2.65</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2.645</td>
<td>2.669</td>
</tr>
<tr>
<td>5-3R</td>
<td>Buffalo Crushed Stone Inc. Williamsville, NY</td>
<td>Erie</td>
<td>09AR 15</td>
<td>Limestone</td>
<td>2.65</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2.639</td>
<td>2.677</td>
</tr>
<tr>
<td>5-5RS</td>
<td>Lafarge dba Redland Quarries NY Lockport, NY</td>
<td>Niagara</td>
<td>06AR 10</td>
<td>DOL &amp; LS</td>
<td>2.74</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2.704</td>
<td>2.809</td>
</tr>
<tr>
<td>5-7R</td>
<td>County Line Stone Company Inc. Akron, NY</td>
<td>Erie</td>
<td>09AR 60</td>
<td>Limestone</td>
<td>2.67</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
<td>2.651</td>
<td>2.691</td>
</tr>
<tr>
<td>5-7RS</td>
<td>County Line Stone Company Inc. Akron, NY</td>
<td>Erie</td>
<td>10AR 20S</td>
<td>Limestone</td>
<td>2.66</td>
<td></td>
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<td></td>
<td>2.646</td>
<td>2.689</td>
</tr>
<tr>
<td>5-18R</td>
<td>Lafarge Canada, Inc. Dundas, Ontario, Canada</td>
<td>Hamilton-Wentworth</td>
<td>06AR 63</td>
<td>Dolomite</td>
<td>2.76</td>
<td></td>
</tr>
<tr>
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Last Update: July 15, 2010
Attention is directed to the statutory provisions governing the prevailing rates of wages for workmen, mechanics and laborers who are employed on this project.

Section 220 of the Labor Law as amended requires that the wages paid for a legal day's work shall be not less than the rate of wages plus the supplements prevailing at the time the work is performed, the current schedules of which are included in this proposal. Such amendments or supplements will be forwarded to the contractor.

The bidder shall take into account in his bid prices all changes in wage rates and supplements that may be forthcoming during the time the contract is in force.

The prime contractor must provide each subcontractor with a copy of the schedule of wages and supplements specified in the contract before the subcontractor's work is started.

The prime contractor must immediately obtain the subcontractor's certification (Attached-Page WR 2). Such certification must be maintained by the prime contractor until the final payment is requested.

If revised schedules of wages and supplements are issued, the prime contractor must provide each subcontractor with such revised schedules and obtain a revised subcontractor's certification.

The prime contractor must submit a labor affidavit (Attached-Page WR 3 and WR 3a) in support of the payment of wages to its own employees.

The subcontractor's certification(s) and the prime contractor's affidavit must be submitted to the Deputy Commissioner's Office with the prime contractor's final payment request. Failure to obtain and provide the required certifications will delay the contractor's final payment.
PICC-1
County of Erie County
Office of the Comptroller

Public Improvement Contract Certification

Subcontractor Certification

1. I am an officer of ____________________________________________
a subcontractor of public contract No. ___________________________ and I am duly
authorized to make this affidavit on behalf of the firm.

2. I make this affidavit in order to comply with the provisions of Section 220-a of the New York State Labor
Law.

3. On __________________________ we received from __________________________
the prime contractor a copy of the initial/revised schedule of wages and supplements.

   Prevailing Rate Schedule Case Number __________________________ (PRC) specified in the public improvement
   contract.

4. I have reviewed such schedule(s), and agree to pay the applicable prevailing wages and to pay or provide
the supplements specified therein.

____________________________
Signature

____________________________
Print Name

____________________________
Title

ACKNOWLEDGEMENT:

STATE OF NEW YORK
COUNTY OF __________________________:SS.: 

On this __________________________ day of __________________________ 20__
before me personally came __________________________
to me known and known to me to be the person described in and who executed the foregoing instrument and
acknowledged that he executed the same.

____________________________
Notary Public

____________________________
County

If this affidavit is verified by an oath administered by a notary public in a foreign county other than Canada, it must
be accompanied by a certificate authenticating the authority of the notary who administers the oath.(See CPLR
2309 (c); Real Property Law, 311, 312)

WR 2
Prime Contractor Certification

1. I am an officer of ___________________________ and am duly authorized to make this affidavit on behalf of the prime contractor on public contract No. _________________________________.

2. I fully comprehend the terms and provisions of Section 220-a of the New York State Labor Law.

3. Except as herein stated, there are no amounts due and owing to or on behalf of laborers employed on the project by the contractor. (Set forth any unpaid wages and supplements; if none, so state).

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4. The contractor hereby files every verified statement required to be obtained by the contractor from the subcontractor(s).

5. Upon information and belief, except as stated herein, all laborers (exclusive of executive or supervisory employees) employed on this project have been paid the prevailing wages and supplements for their services through ___________________________ (if more than one subcontractor, list name and date separately), the last day worked on the project by their subcontractor(s). (Set forth any unpaid wages and supplements; if none, so state and utilize clause 6).

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<th>Amount</th>
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</table>

6. The contractor has no knowledge of amounts owing to or on behalf of any laborers of its subcontractor(s).

7. Pursuant to Section 223 of the New York State Labor Law, the contractor shall be responsible if the State Commissioner of Labor determines that wages and/or supplements were not paid or provided to employees of its subcontractor(s) in accordance with the appropriate schedule.
I have read the foregoing statements and any schedules attached hereto and know the contents thereof, and I hereby verify that the same is true of my own knowledge, except that the statement with respect to wages and supplements owing by subcontractors is certified upon information and belief.

____________________________________
Signature

____________________________________
Print Name

____________________________________
Title

ACKNOWLEDGEMENT:

STATE OF NEW YORK
COUNTY OF __________________________: SS.:  

On this ____________________________ day of ____________________________ 20__, before me personally came ____________________________ to me known and known to me to be the person described in and who executed the forgoing instrument and acknowledged that he executed the same.

____________________________________
Notary Public

____________________________________
County

If this affidavit is verified by an oath administered by a notary public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See CPLR 2309 (e); Real Property Law, 311,312).
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 2010 through June 2011. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.state.ny.us. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: ___________________________ Date Cancelled: ___________________________

Name & Title of Representative: ______________________________________________________

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

www.labor.state.ny.us. PW 200 PWAsk@labor.state.ny.us
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 must be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

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

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

Both the PW 16 and PW 200 forms are available for completion online.

Hours

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

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "4 Day / 10 Hour Work Schedule" form (PW 30R).

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by mail to NYSWOL, 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 NYSWOL website www.labor.state.ny.us.

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

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

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.
Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, 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 notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

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

**Summary of Notice Posting Requirements**

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

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.
Every employer providing workers' compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

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

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

Apprentices

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

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

www.labor.state.ny.us PW 16 PWA@labor.state.ny.us
IMPORTANT NOTICE

FOR

CONTRACTORS &
CONTRACTING AGENCIES

Social Security Numbers on Certified Payrolls

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

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor.

NOTE: This change does not affect the Department's ability to request and receive the entire social security number from employers during the course of its public work / prevailing wage investigations.
NEW LEGISLATION

Required Posting For Labor Law
Article 25-B § 861-d

Construction Industry Fair Play Act

- Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site.

- Failure to post the notice can result in penalties of up to $1,500 for a first offense and up to $5,000 for a second offense.

- The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, www.labor.ny.gov.

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.state.ny.us.
ATTENTION ALL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS:
YOU ARE COVERED BY THE
CONSTRUCTION INDUSTRY FAIR PLAY ACT

The law says that you are an employee unless:
• You are free from direction and control in performing your job AND
• You perform work that is not part of the usual work done by the business that hired you AND
• You have an independently established business
Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

IT IS AGAINST THE LAW FOR AN EMPLOYER TO MISCLASSIFY EMPLOYEES AS INDEPENDENT CONTRACTORS OR PAY EMPLOYEES OFF-THE-BOOKS.

Employee rights. If you are an employee:
• You are entitled to state and federal worker protections such as
  • unemployment benefits, if unemployed through no fault of your own, able to work, and otherwise qualified
  • workers' compensation benefits for on-the-job injuries
  • payment for wages earned, minimum wage, and overtime (under certain conditions)
  • prevailing wages on public work projects
  • the provisions of the National Labor Relations Act and
  • a safe work environment
  • It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor:
• You must pay all taxes required by New York State and Federal Law.

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

• Civil Penalty
  First Offense: up to $2,500 per employee.
  Subsequent Offense(s): up to $5,000 per employee.

• Criminal Penalty
  First Offense: Misdemeanor - up to 30 days in jail, up to a $25,000 fine and debarment from performing Public Work for up to one year.
  Subsequent Offense(s): Misdemeanor - up to 60 days in jail, up to a $50,000 fine and debarment from performing Public Work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at 1(866)435-1499 or send an email to dol.misclassified@labor.state.ny.us. All complaints of fraud and violations are taken seriously and you can remain anonymous.

Employer Name:

IA 999 (09/10)
NEW LEGISLATION

Effective February 24, 2008

WORKER NOTIFICATION – A9052 – S6240

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

* In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.
THIS IS A: PUBLIC WORK PROJECT

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

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at: www.labor.ny.gov

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

Albany (518) 457-2744 Patchogue (631) 687-4886
Binghamton (607) 721-8005 Rochester (585) 258-4505
Buffalo (716) 847-7159 Syracuse (315) 428-4056
Garden City (516) 228-3915 Utica (315) 793-2314
New York City (212) 775-3568 White Plains (914) 997-9507
Newburgh (845) 568-5398

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

Contractor Name: 
Project Location: 

PW 101 (1.11)
NEW LEGISLATION

Effective July 18, 2008

OSHA 10-hour Construction Safety and Health Course – S1537-A

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least $250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least $250,000.00, contain a provision of this requirement.

NOTE: The OSHA 10 Legislation does not apply to projects advertised for bid prior to July 18, 2008 AND only applies to workers on a public work project that are required under Article 8 to receive the prevailing wage.

Rules and regulations will be promulgated and posted on the NYSDOL website www.labor.state.ny.us when finalized.
Where to find OSHA 10-hour Construction Course

1. NYS Department of Labor website for scheduled outreach training at:
   www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITECONSULTATION.shtm

2. OSHA Training Institute Education Centers:
   - Rochester Institute of Technology OSHA Education Center
     Rochester, NY
     Donna Winter
     Fax (585) 475-6292
     e-mail: dlwtpo@rit.edu
     (866) 385-7470 Ext. 2919
     www.rit.edu/~outreach/course.php3?CourseID=54
   - Atlantic OSHA Training Center
     UMDNJ – School of Public Health
     Piscataway, NJ
     Janet Crooks
     Fax (732) 235-9460
     e-mail: crooksjc@umdnj.edu
     (732) 235-9455
     https://ophp.umdnj.edu/wconnect/ShowSchedule.awp?~GROUP~AOTCON~10~
   - Keene State College
     Manchester, NH
     Leslie Singleton
     e-mail: lsingleton@keene.edu
     (800) 449-6742
     www.keene.edu/courses/print/courses_osha.cfm

3. List of trainers and training schedules for OSHA outreach training at:
   www.OutreachTrainers.org
Requirements for OSHA 10 Compliance

Chapter 282 of the Laws of 2007, codified as Labor Law 220-h will take effect on July 18, 2008. The statute provides as follows:

The advertised specifications for every contract for public work of $250,000.00 or more must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors 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;
- training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
- other valid proof

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

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-485-5696.
WICKS Reform 2008

(For all contracts advertised or solicited for bid on or after 7/1/08)

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project’s threshold would increase from $50,000 to: $3 million in Bronx, Kings, New York, Queens and Richmond counties; $1.5 million in Nassau, Suffolk and Westchester counties; and $500,000 in all other counties.

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

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

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

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

- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.
IMPORTANT INFORMATION

Regarding Use of Form PW30R

"Employer Registration for Use of 4 Day / 10 Hour Work Schedule"

To use the '4 Day / 10 Hour Work Schedule':

There MUST be a Dispensation of Hours (PW30) in place on the project

AND

You MUST register your intent to work 4 / 10 hour days, by completing the PW30R Form.

REMEMBER...

The '4 Day / 10 Hour Work Schedule' applies ONLY to Job Classifications and Counties listed on the PW30R Form.

Do not write in any additional Classifications or Counties.

(Please note: For each Job Classification check the individual wage schedule for specific details regarding their 4/10 hour day posting.)
Instructions for Completing Form PW30R

“Employer Registration for Use of 4 Day / 10 Hour Work Schedule”

Before completing Form PW30R check to be sure ...

- There is a Dispensation of Hours in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Instructions (Type or Print legibly):

Contractor Information:
- Enter the Legal Name of the business, FEIN, Street Address, City, State, Zip Code; the Company’s Phone and Fax numbers; and the Company’s email address (if applicable)
- Enter the Name of a Contact Person for the Company along with their Phone and Fax numbers, and the personal email address (if applicable)

Project Information:
- Enter the Prevailing Rate Case number (PRCH) assigned to this project
- Enter the Project Name / Type (i.e. Smithtown CSD – Replacement of HS Roof)
- Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown, NY; Bldgs. 1 & 2)
- If you are a Subcontractor, enter the name of the Prime Contractor for which you work
- On the Checklist of Job Classifications -
  - Go to pages 2 and 3 of the form
  - Place a checkmark in the box to the right of the Job Classification you are choosing
  - Mark all Job Classifications that apply
  ***Do not write in any additional Classifications or Counties.***

Requestor Information:
- Enter the name of the person submitting the registration, their title with the company, and the date the registration is filled out

Return Completed Form:
- Mail the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work, SOBC - Bldg.12 - Rm.130, Albany, NY 12240 -OR -
- Fax the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work at (518)485-1870
Employer Registration for Use of 4 Day / 10 Hour Work Schedule

Before completing Form PW30R check to be sure ...
There is a Dispensation of Hours in place on the project.
The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Please Type or Print the Requested Information

When completed ...
Mail to NYSDOL Bureau of Public Work, SOBC, Bldg. 12, Rm. 130, Albany, NY 12240
Fax to NYSDOL Bureau of Public Work at (518) 485-1870

Contractor Information

Company Name: ________________________________ FEIN: __________
Address: ______________________________________
City: ____________________________ State: ________ Zip Code: ________
Phone Number: __________ Fax Number: __________ Email Address: __________
Contact Person: ______________________________________
Phone No: __________ Fax No: __________ Email: __________

Project Information

Project PRC#: __________________________ Project Name/Type: __________________________
Exact Location of Project: ____________________________________________________________
County: ____________________
(if you are Subcontractor)
Prime Contractor Name: __________________________
Job Classification(s) to Work 4/10 Schedule: (Choose all that apply on Job Classification Checklist - Pages 2 & 3)
***Do not write in any additional Classifications or Counties***

Requestor Information

Name: __________________________________________
Title: ________________________________________ Date: ________________________
# Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

***Do not write in any additional Classifications or Counties***

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Tag</th>
<th>Applicable Counties</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrician</td>
<td>25m</td>
<td>Nassau, Suffolk</td>
</tr>
<tr>
<td>Electrician</td>
<td>43</td>
<td>Cayuga, Chenango, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego, Otsego, Tompkins, Wayne</td>
</tr>
<tr>
<td>Electrician</td>
<td>840Teledata</td>
<td>Cayuga, Onondaga, Ontario, Seneca, Wayne, Yates</td>
</tr>
<tr>
<td>Electrician</td>
<td>86</td>
<td>Genesee, Livingston, Monroe, Ontario, Orleans, Wayne, Wyoming</td>
</tr>
<tr>
<td>Electrician Lineman</td>
<td>1049Line/Gas</td>
<td>Nassau, Suffolk</td>
</tr>
<tr>
<td>Elevator Constructor</td>
<td>138</td>
<td>Columbia, Delaware, Dutchess, Greene, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester</td>
</tr>
<tr>
<td>Elevator Constructor</td>
<td>14</td>
<td>Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming</td>
</tr>
<tr>
<td>Elevator Constructor</td>
<td>27</td>
<td>Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Yates</td>
</tr>
<tr>
<td>Elevator Constructor</td>
<td>62.1</td>
<td>Broome, Cayuga, Chenango, Cortland, Delaware, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins</td>
</tr>
<tr>
<td>Glazier</td>
<td>677.1</td>
<td>Jefferson, Lewis, Livingston, Monroe, Ontario, Seneca, St. Lawrence, Wayne, Yates</td>
</tr>
<tr>
<td>Insulator - Heat &amp; Frost</td>
<td>30-Syracuse</td>
<td>Broome, Cayuga, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins</td>
</tr>
</tbody>
</table>
# Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

***Do not write in any additional Classifications or Counties***

<table>
<thead>
<tr>
<th>Job Classification</th>
<th>Tag #</th>
<th>Applicable Counties</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Engineer - Heavy&amp; Highway</td>
<td>632H</td>
<td>Allegany, Chemung, Genesee, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates</td>
</tr>
<tr>
<td>Painter</td>
<td>178B</td>
<td>Broome, Chenango, Tioga</td>
</tr>
<tr>
<td>Painter</td>
<td>178E</td>
<td>Chemung, Schuyler, Steuben</td>
</tr>
<tr>
<td>Painter</td>
<td>1780</td>
<td>Delaware, Otsego</td>
</tr>
<tr>
<td>Painter</td>
<td>31</td>
<td>Cayuga, Herkimer, Lewis, Madison, Oneida, Onondaga, Ontario, Oswego, Seneca</td>
</tr>
<tr>
<td>Painter</td>
<td>380</td>
<td>Oswego</td>
</tr>
<tr>
<td>Painter</td>
<td>4-Buf, Nia, Olean</td>
<td></td>
</tr>
<tr>
<td>Sheetmetal Worker</td>
<td>46</td>
<td>Livingston, Monroe, Ontario, Seneca, Wayne, Yates</td>
</tr>
<tr>
<td>Teamster - Heavy&amp;Highway</td>
<td>317a hh</td>
<td>Allegany, Cayuga, Cortland, Seneca, Steuben, Tompkins, Wayne, Yates</td>
</tr>
<tr>
<td>Teamster - Heavy&amp;Highway</td>
<td>693.H/H</td>
<td>Broome, Chenango, Delaware, Otsego, Tioga</td>
</tr>
</tbody>
</table>
Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is for each hour worked, some classifications require the payment or provision of supplements for each hour paid (including paid holidays on which no work is performed) and/or may require supplements to be paid or provided at a premium rate for premium hours worked.

Effective Dates

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

Apprentice Training Ratios

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

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

Please call Apprentice Training Central Office at (518) 457-6920 if you have any questions.

<table>
<thead>
<tr>
<th>Title (Trade)</th>
<th>Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boilermaker (Construction)</td>
<td>1:1,1:4</td>
</tr>
<tr>
<td>Boilermaker (Shop)</td>
<td>1:1,1:3</td>
</tr>
<tr>
<td>Carpenter (Bldg.,HS,H, Pile Driver/Dockbuilder)</td>
<td>1:1,1:4</td>
</tr>
<tr>
<td>Carpenter (Residential)</td>
<td>1:1,1:3</td>
</tr>
<tr>
<td>Electrical (Outside) Lineman</td>
<td>1:1,1:2</td>
</tr>
<tr>
<td>Occupation</td>
<td>Rate</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>Electrician (Inside)</td>
<td>1:1:1:3</td>
</tr>
<tr>
<td>Elevator/Esclator Construction &amp; Modernizer</td>
<td>1:1:1:2</td>
</tr>
<tr>
<td>Glazier</td>
<td>1:1:1:3</td>
</tr>
<tr>
<td>Insulation &amp; Asbestos Worker</td>
<td>1:1:1:3</td>
</tr>
<tr>
<td>Iron Worker</td>
<td>1:1:1:4</td>
</tr>
<tr>
<td>Laborer</td>
<td>1:1:1:3</td>
</tr>
<tr>
<td>Mason</td>
<td>1:1:1:4</td>
</tr>
<tr>
<td>Millwright</td>
<td>1:1:1:4</td>
</tr>
<tr>
<td>Op Engineer</td>
<td>1:1:1:5</td>
</tr>
<tr>
<td>Painter</td>
<td>1:1:1:3</td>
</tr>
<tr>
<td>Plumber &amp; Steamfitter</td>
<td>1:1:1:3</td>
</tr>
<tr>
<td>Roofer</td>
<td>1:1:1:2</td>
</tr>
<tr>
<td>Sheet Metal Worker</td>
<td>1:1:1:3</td>
</tr>
<tr>
<td>Sprinkler Fitter</td>
<td>1:1:1:2</td>
</tr>
</tbody>
</table>

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 - Buffalo | 716-847-7159 | 716-847-7650 |
| Bureau of Public Work - Garden City | 516-228-3915 | 516-794-3513 |
| Bureau of Public Work - Newburgh | 845-568-5287 | 845-568-5332 |
| Bureau of Public Work - New York City | 212-775-3568 | 212-775-3579 |
| Bureau of Public Work - Patchogue | 631-697-4883 | 631-687-4904 |
| 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 | 518-457-5599 | 518-485-1870 |
### Asbestos Worker

**JOB DESCRIPTION** Asbestos Worker  
**DISTRICT 9**  
**ENTIRE COUNTIES** Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, 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**  

<table>
<thead>
<tr>
<th>Period</th>
<th>Rate</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2010 - 11/30/2010</td>
<td>$17.50 plus additional $3.00*</td>
<td>Asbestos Worker Removal &amp; Abatement Only</td>
</tr>
</tbody>
</table>

* Increase to be allocated at a later date

**SUPPLEMENTAL BENEFITS**  
Per hour paid  

<table>
<thead>
<tr>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>$7.50</td>
</tr>
</tbody>
</table>

**OVERTIME PAY**  
See (B, E, *Q, **T, V) on OVERTIME PAGE  
**HOLIDAY**  
Paid: See (1) on HOLIDAY PAGE  
Overtime: See (2, 4, 6, 25) on HOLIDAY PAGE  
*Code Q applies to 4, 6, & 25  
**Code T applies to 2

### Boilermaker

**JOB DESCRIPTION** Boilermaker  
**DISTRICT 3**  
**ENTIRE COUNTIES** Allegany, Cattaraugus, Chautauqua, Chemung, Erie, Genesee, Livingston, Monroe, Niagara, Orleans, Schuyler, Steuben, Wayne, Wyoming, Yates  
**WAGES**  

<table>
<thead>
<tr>
<th>Period</th>
<th>Rate</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2010 - 01/01/2011</td>
<td>$30.65</td>
<td>Boilermaker $30.65 $32.27 $1.75</td>
</tr>
<tr>
<td>01/01/2012</td>
<td>$32.27</td>
<td>The wage rate will be 90% of the above for Maintenance work on boilers less than 100,000 pph.</td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL BENEFITS**  
Per hour worked:  

<table>
<thead>
<tr>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>$19.44*</td>
</tr>
<tr>
<td>$21.62**</td>
</tr>
</tbody>
</table>

* Note - $18.65 of this amount to be paid at the same premium as the wages.  
** Note - $21.03 of this amount to be paid at the same premium as the wages.  

**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:  

<table>
<thead>
<tr>
<th>Term</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st*</td>
<td>65%</td>
</tr>
<tr>
<td>2nd*</td>
<td>65%</td>
</tr>
<tr>
<td>3rd*</td>
<td>70%</td>
</tr>
<tr>
<td>4th*</td>
<td>75%</td>
</tr>
<tr>
<td>5th*</td>
<td>80%</td>
</tr>
<tr>
<td>6th*</td>
<td>95%</td>
</tr>
<tr>
<td>7th</td>
<td>90%</td>
</tr>
<tr>
<td>8th</td>
<td>95%</td>
</tr>
</tbody>
</table>

* Note - add $1.00 per hour to the wage rate for 1st through 6th term.
### Carpenter - Building / Heavy & Highway

**DISTRICT 3**

**ENTIRE COUNTIES**
Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

**WAGES**

<table>
<thead>
<tr>
<th>Per hour:</th>
<th>07/01/2010</th>
<th>05/15/2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building and Heavy Highway:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Piledriver</td>
<td>$ 29.46</td>
<td>$ 1.65</td>
</tr>
<tr>
<td>Dockbuilder</td>
<td>29.46</td>
<td>1.65</td>
</tr>
</tbody>
</table>

**Marine Construction:**

- Diver Tender: $30.46* 1.65
- Diver: 40.58* 1.65

* Note - rate applies to all hours worked the day a diver dives. If a diver does not dive, the piledriver / dockbuilder rate applies.

Pipe penetration rate for divers: 0' to 50' free, additional $0.75 per foot per hour from 51' to 100', plus $1.00 per foot per hour for 101' and deeper.

Depth pay for divers: 0' to 80' free, additional $0.50 per foot per hour from 81' to 100', plus $0.75 per foot per hour from 101' to 150', plus $1.25 per foot per hour for 151' and deeper. The deepest dive of the day will constitute the depth pay.

Additional $1.00 per hour for DOT and ABS Certified Welders.

Additional $2.50 per hour for hazardous and toxic waste projects.

### SUPPLEMENTAL BENEFITS

Per hour paid:

<table>
<thead>
<tr>
<th>Diver</th>
<th>$ 22.86</th>
</tr>
</thead>
<tbody>
<tr>
<td>All others</td>
<td>22.36</td>
</tr>
</tbody>
</table>

### OVERTIME PAY

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

### HOLIDAY

Paid: See (2, 17) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

### REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental benefits per hour paid:

$ 22.36

---

---

---

---

### Carpenter - Building / Heavy & Highway

**DISTRICT 1**

**ENTIRE COUNTIES**

**WAGES**

Wages per hour:

<table>
<thead>
<tr>
<th>Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface Installer</th>
<th>07/01/2010</th>
<th>05/01/2011</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 26.00</td>
<td>$ 1.60**</td>
</tr>
</tbody>
</table>

---
To be allocated at a later date

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

**SUPPLEMENTAL BENEFITS**

*Per hour paid:*

<table>
<thead>
<tr>
<th>Date</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2010</td>
<td>$16.94</td>
</tr>
</tbody>
</table>

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid:  
See [2, 17, 27] on HOLIDAY PAGE

Overtime:  
See [5, 16, 27] on HOLIDAY PAGE

Note: 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.

**REGISTERED APPRENTICES**

Wages per hour:

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

<table>
<thead>
<tr>
<th>Term</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>50%</td>
</tr>
<tr>
<td>2nd</td>
<td>60%</td>
</tr>
<tr>
<td>3rd</td>
<td>70%</td>
</tr>
<tr>
<td>4th</td>
<td>80%</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour paid:

<table>
<thead>
<tr>
<th>Date</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2010</td>
<td></td>
</tr>
</tbody>
</table>

**Carpenter - Building / Heavy & Highway**

<table>
<thead>
<tr>
<th>Date</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/01/2011</td>
<td></td>
</tr>
</tbody>
</table>

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

**ENTIRE COUNTIES**  
Erie

**PARTIAL COUNTIES**  
Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

**WAGES**

<table>
<thead>
<tr>
<th>Date</th>
<th>Building:</th>
<th>Additional</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2010</td>
<td>$27.96</td>
<td>$1.65</td>
</tr>
</tbody>
</table>

**Heavy/Highway:**

<table>
<thead>
<tr>
<th>Date</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2010</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/01/2011</td>
<td>$29.71</td>
</tr>
</tbody>
</table>

*Note - additional $0.50 per hour in downtown Buffalo defined as Elmwood Ave north to North St, east on North St to Michigan Ave, south on Michigan Ave. to Seneca St, west on Seneca St to Upper Terrace, northerly on Upper Terrace to Elmwood Ave, where free parking is not available.

**SUPPLEMENTAL BENEFITS**

*Per hour paid:*

<table>
<thead>
<tr>
<th>Date</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2011</td>
<td>$22.35</td>
</tr>
</tbody>
</table>

**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:

Building and Floorlayer: One year terms at the following wage:

<table>
<thead>
<tr>
<th>Term</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$12.46</td>
</tr>
<tr>
<td>2nd</td>
<td>$13.16</td>
</tr>
<tr>
<td>3rd</td>
<td>$15.66</td>
</tr>
<tr>
<td>4th</td>
<td>$17.91</td>
</tr>
</tbody>
</table>
**Heavy/Highway: One year terms at the following wage:**

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$13.63</td>
<td>$14.53</td>
<td>$17.03</td>
<td>$19.28</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour paid:

**Building and Floorlayer Apprentices:**

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$7.99</td>
<td>$9.54</td>
<td>$11.29</td>
<td>$12.29</td>
</tr>
</tbody>
</table>

**Heavy/Highway Apprentices:**

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$8.40</td>
<td>$9.95</td>
<td>$11.67</td>
<td>$12.67</td>
</tr>
</tbody>
</table>

---

**Electrician**

**JOB DESCRIPTION** Electrician

**ENTIRE COUNTIES**

**District 3**

**PARTIAL COUNTIES**

**Erie**

- Genesee: Only the Townships of Alabama, Alexander, Danier, 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:**
  - 07/01/2010
  - 06/30/2011
  - Electrician* $30.39
  - Additional $1.60

* Includes teledatal work, except for work bid on and awarded BEFORE 7/1/2007. For all such work see ELECTRICIAN - TELEDATA/SOUND WIREMAN.

- 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 $1.00/hr for Cable Splicers on such work as lead, and shielded cable and splices or terminations on cable 9KV and above.

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

**SUPPLEMENTAL BENEFITS**

- Per hour worked:
  - $18.90*

* 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 $11.25
    - 1001 to 2000 $12.15
    - 2001 to 3500 $13.70
    - 3501 to 5000 $16.70
    - 5001 to 8000 $21.25
    - Additional $2.00/hr for work in excess of 100 ft. high.

Supplemental benefits per hour worked:
Prevailing Wage Rates for 07/01/2010 - 06/30/2011

Published by the New York State Department of Labor

Last Published on Mar 01 2011

PRC Number 2010006803 Erie County

0 to 2000 to 5000 to 6000

$ 8.75* $ 16.60* $ 18.90*

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

Electrical - Teledata/Sound Wireman***

JOBS DESCRIPTION Electrical - Teledata/Sound Wireman***

DISTRICT 3

ENTIRE COUNTIES

Erie

PARTIAL COUNTIES


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 Arcadia, Attica, Bennington, Eagle, Java, Orangeville, Sheldon and Wellesfield.

WAGES

***IMPORTANT INFORMATION - These rates applicable only for projects bid on and awarded before July 1, 2007. For all other projects, please see ELECTRICIAN 41 rate.***

Per hour:

07/01/2010

Teledata/Sound Wireman

Installer

Cabler

$19.00***

13.70***

9.50***

*NOTE - First man on the job MUST be a Teledata/Sound Wireman.

See other Electrician 41 rate for the installation of raceway and conduit greater than 10 ft.

Additional $0.50/hr for work on toothpicks, structural steel, temporary platforms, swinging scaffolds, boatswein chairs, smoke stacks or water towers 30 ft above the floor or for work on rolling scaffolds and ladders over 50 ft.

Additional $1.00/hr for making permanent splices on cables of 600 pair or more and fiber optic fusion splices.

Additional $1.25/hr for work on radio, TV or light towers more than 100 ft.

SUPPLEMENTAL BENEFITS

Per hour worked:

Teledata/Sound Wireman

Installer

Cabler

$10.05*

7.05*

*NOTE: add 3% of the wage

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Elevator Constructor

JOB DESCRIPTION Elevator Constructor

DISTRICT 3

ENTIRE COUNTIES

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

WAGES

Per hour:

07/01/2010 01/01/2011

Elevator Constructor

Helper

40.73

28.51

42.23

29.56

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

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

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.
SUPPLEMENTAL BENEFITS
Per hour worked:

$ 20.04* $ 21.54*

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

OVERTIME PAY
See (D, E) on OVERTIME PAGE

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

REGISTERED APPRENTICES
Wages per hour:

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

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>55%</td>
<td>65%</td>
<td>70%</td>
<td>80%</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour worked:

$20.04* $21.54*

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

---

Glazier

03/01/2011

JOB DESCRIPTION Glazier

ENTIRE COUNTIES
Allegheny, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

WAGES
Per hour:

<table>
<thead>
<tr>
<th>07/01/2010</th>
<th>05/01/2011</th>
<th>05/01/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional</td>
<td>Additional</td>
<td></td>
</tr>
</tbody>
</table>

Glazier $23.49 $1.13 $1.45
Working off Suspended Scaffold (Swing Stage) 24.49 1.13 1.45
Maintenance 10.50* 0.85 0.80

* Note - This rate to be used only for all repair and replacement work such as glass breakage, glass replacement, door repair and board ups.

SUPPLEMENTAL BENEFITS
Per hour worked:
Journeyman Glazier $15.38*
Maintenance 9.42**

* Note - $5.50 of this amount to be paid at the same premium as the wages.
** Note - $3.34 of this amount to be paid at the same premium as the wages.

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:

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>40%</td>
<td>45%</td>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>70%</td>
<td>80%</td>
<td>90%</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour worked:

1st & 2nd terms $6.20* $6.85*
3rd & 4th terms 7.05**
All other terms 7.55***

* Note - $0.85 of this amount to be paid at the same premium as the wages.
** Note - $1.76 of this amount to be paid at the same premium as the wages.
*** Note - $2.35 of this amount to be paid at the same premium as the wages.
JOB DESCRIPTION

Insulator - Heat & Frost

ENTIRE COUNTIES
Allegany, Cattaraugus, Chautauqua, Erie, Niagara, Wyoming

PARTIAL COUNTIES
Genesee: Only the Townships of Alabama, Alexander, Darien, Oakfield and Pembroke.

WAGES

Per Hour: 07/01/2010

Heat & Frost Insulator $28.35

SUPPLEMENTAL BENEFITS

Per hour worked:

$16.39

OVERTIME PAY

See (B, *E, **O) 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:

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>60%</td>
<td>70%</td>
<td>80%</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked:

1st and 2nd $12.89
3rd and 4th $16.39

Ironworker

JOB DESCRIPTION

Ironworker

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, Fremont, Greenwood, Hartsville, Hornell, Homer, Hornellsville, Howard, Jasper, Troupsburg and West Union.

WAGES

Per hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2010</th>
<th>05/01/2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>Structural</td>
<td>$27.13</td>
<td>$28.63</td>
</tr>
<tr>
<td>Ornamental</td>
<td>27.13</td>
<td>1.50</td>
</tr>
<tr>
<td>Layout</td>
<td>27.63</td>
<td>1.50</td>
</tr>
<tr>
<td>Rodmen</td>
<td>27.13</td>
<td>1.50</td>
</tr>
<tr>
<td>Reinforcing</td>
<td>27.13</td>
<td>1.50</td>
</tr>
<tr>
<td>Welders</td>
<td>27.13</td>
<td>1.50</td>
</tr>
<tr>
<td>Riggers &amp; Mach. Movers</td>
<td>27.13</td>
<td>1.50</td>
</tr>
<tr>
<td>Window Erector</td>
<td>24.78</td>
<td>1.50</td>
</tr>
<tr>
<td>Fence Erector</td>
<td>25.73</td>
<td>1.50</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS

Per hour worked:

Fence Erector $20.07
All others 21.57
**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:

<table>
<thead>
<tr>
<th>Term</th>
<th>Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$16.00</td>
</tr>
<tr>
<td>2nd</td>
<td>$18.00</td>
</tr>
<tr>
<td>3rd</td>
<td>$20.00</td>
</tr>
<tr>
<td>4th</td>
<td>$22.00</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour worked:

<table>
<thead>
<tr>
<th>Term</th>
<th>Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$8.74</td>
</tr>
<tr>
<td>2nd</td>
<td>$15.82</td>
</tr>
<tr>
<td>3rd</td>
<td>$16.84</td>
</tr>
<tr>
<td>4th</td>
<td>$17.84</td>
</tr>
</tbody>
</table>

---

**Ironworker**

**JOB DESCRIPTION** Ironworker

**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:

<table>
<thead>
<tr>
<th>Job Type</th>
<th>07/01/2010</th>
<th>05/01/2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>Structural</td>
<td>$28.82</td>
<td>$30.32</td>
</tr>
<tr>
<td>Ornamental</td>
<td>28.82</td>
<td>1.50</td>
</tr>
<tr>
<td>Reinforcing</td>
<td>28.82</td>
<td>1.50</td>
</tr>
<tr>
<td>Rigger &amp; Mach. Mover</td>
<td>28.82</td>
<td>1.50</td>
</tr>
<tr>
<td>Pre-Engineered</td>
<td>28.82</td>
<td>1.50</td>
</tr>
<tr>
<td>Fence Erector</td>
<td>28.82</td>
<td>1.50</td>
</tr>
<tr>
<td>Pre-Cast Erector</td>
<td>28.82</td>
<td>1.50</td>
</tr>
<tr>
<td>Welder</td>
<td>28.82</td>
<td>1.50</td>
</tr>
<tr>
<td>Window Erector</td>
<td>28.82</td>
<td>1.50</td>
</tr>
<tr>
<td>Sheeter</td>
<td>31.70</td>
<td>1.50</td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL BENEFITS**

Per hour worked:

$20.13

**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:

<table>
<thead>
<tr>
<th>Term</th>
<th>Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$16.00</td>
</tr>
<tr>
<td>2nd</td>
<td>18.00</td>
</tr>
<tr>
<td>3rd</td>
<td>20.00</td>
</tr>
<tr>
<td>4th</td>
<td>22.00</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour worked:

<table>
<thead>
<tr>
<th>Term</th>
<th>Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$8.50</td>
</tr>
<tr>
<td>2nd</td>
<td>14.07</td>
</tr>
<tr>
<td>3rd</td>
<td>14.86</td>
</tr>
<tr>
<td>4th</td>
<td>15.66</td>
</tr>
</tbody>
</table>
Prevailing Wage Rates for 07/01/2010 - 06/30/2011
Last Published on Mar 01 2011
Published by the New York State Department of Labor
PRC Number 201005603 Erie County

03/01/2011

Laborer - Building

JOB DESCRIPTION  Laborer - Building

ENTIRE COUNTIES

PARTIAL COUNTIES

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

WAGES

CLASS A: Basic, Boat Safety Man, Flagman, Tool Room Man, Nurseryman, Demolition Worker, Top Man, Wrecker, IBC Barriers Except on Structures, and 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 Man.

CLASS E: Asbestos Removal, Deleader.

CLASS F: Hazardous Waste Worker.

Per hour: 07/01/2010 07/01/2011
Building Laborer: Additional
CLASS A $24.58 $1.45
CLASS B 24.75 1.45
CLASS C 24.86 1.45
CLASS D 25.33 1.45
CLASS E 25.56 1.45
CLASS F 26.58 1.45

SUPPLEMENTAL BENEFITS

Per hour worked: $18.85

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental benefits per hour worked:

$18.85

03/01/2011

Laborer - Heavy&Highway

JOB DESCRIPTION  Laborer - Heavy&Highway

ENTIRE COUNTIES

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.

Page 35
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: 07/01/2010 07/01/2011 07/01/2012
Heavy/Highway Laborer: Additional Additional
GROUP A $26.11 $1.55 $1.65
GROUP B 26.31 1.55 1.65
GROUP C 26.51 1.55 1.65
GROUP D 26.71 1.55 1.65

For all Deleeder & Asbestos work add 1.00 to Group A rate.

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

An additional $1.00 per hour is required when a single irregular work shift starting any time from 5:00PM to 1:00AM is mandated either in the job specification or by the contracting agency.

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: 07/01/2010 07/01/2011 07/01/2012
Sewer/Water Laborer: Additional Additional
GROUP A $26.11 $1.55 $1.65
GROUP B 26.21 1.55 1.65
GROUP C 26.26 1.55 1.65
GROUP D 26.36 1.55 1.65
GROUP E 26.71 1.55 1.65
GROUP F 27.11 1.55 1.65

For all Deleeder & Asbestos work add 1.00 to Group A rate.

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

An additional $1.00 per hour is required when a single irregular work shift starting any time from 5:00PM to 1:00AM is mandated either in the job specification or by the contracting agency.

SUPPLEMENTAL BENEFITS
Per hour worked: $18.85

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

HOLIDAY
See (5, 22) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:

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

<table>
<thead>
<tr>
<th>Range</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 500</td>
<td>55%</td>
</tr>
<tr>
<td>500 to 1000</td>
<td>60%</td>
</tr>
<tr>
<td>1000 to 1500</td>
<td>65%</td>
</tr>
<tr>
<td>1500 to 2000</td>
<td>70%</td>
</tr>
<tr>
<td>2000 to 2500</td>
<td>75%</td>
</tr>
<tr>
<td>2500 to 3000</td>
<td>80%</td>
</tr>
<tr>
<td>3000 to 4000</td>
<td>90%</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour worked: $18.85
Laborer - Tunnel

JOB DESCRIPTION Laborer - Tunnel

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, Housemen, Groulmen, 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:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2010</th>
<th>07/01/2011</th>
<th>07/01/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tunnel Laborer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CLASS A</td>
<td>$26.61</td>
<td>$26.76</td>
<td>$27.36</td>
</tr>
<tr>
<td>CLASS B</td>
<td>26.76</td>
<td>1.55</td>
<td>1.55</td>
</tr>
<tr>
<td>CLASS C</td>
<td>26.86</td>
<td>1.55</td>
<td>1.55</td>
</tr>
<tr>
<td>CLASS D</td>
<td>27.36</td>
<td>1.55</td>
<td>1.55</td>
</tr>
<tr>
<td>CLASS E</td>
<td>27.46</td>
<td>1.55</td>
<td>1.55</td>
</tr>
<tr>
<td>CLASS F</td>
<td>27.86</td>
<td>1.55</td>
<td>1.55</td>
</tr>
<tr>
<td>CLASS G</td>
<td>28.11</td>
<td>1.55</td>
<td>1.55</td>
</tr>
</tbody>
</table>

For all Deleader & Asbestos work add 1.00 to Group A rate.
For all Hazardous waste work add 2.00 to Group A rate.
An additional $1.00 per hour is required when a single irregular work shift starting any time from 5:00PM to 1:00AM is mandated either in the job specification or by the contracting agency.

SUPPLEMENTAL BENEFITS
Per hour worked:

$18.85

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

HOLIDAY
Paid: See (5, 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:

<table>
<thead>
<tr>
<th>Hours</th>
<th>%</th>
</tr>
</thead>
</table>
| 0 to 500 | 55%
| 500 to 1000 | 60%
| 1000 to 1500 | 65%
| 1500 to 2000 | 70%
| 2000 to 2500 | 75%
| 2500 to 3000 | 80%
| 3000 to 4000 | 90%

Supplemental benefits per hour worked:

$18.85

Lineman Electrician

JOB DESCRIPTION Lineman Electrician

ENTIRE COUNTIES

WAGES
Per hour:
Includes Teldata Work within Ten feet of High Voltage Transmission Lines

<table>
<thead>
<tr>
<th></th>
<th>07/01/2010</th>
<th>05/02/2011</th>
<th>05/07/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lineman/Tech/Welder</td>
<td>$43.82</td>
<td>$44.52</td>
<td>$45.23</td>
</tr>
<tr>
<td>Cable splicer</td>
<td>39.44</td>
<td>40.07</td>
<td>40.71</td>
</tr>
<tr>
<td>Digging Machine Operator</td>
<td>37.25</td>
<td>37.84</td>
<td>38.45</td>
</tr>
<tr>
<td>Tractor Trailer Driver</td>
<td>35.06</td>
<td>35.62</td>
<td>36.18</td>
</tr>
<tr>
<td>Groundman/Truck Driver</td>
<td>35.06</td>
<td>35.62</td>
<td>36.18</td>
</tr>
<tr>
<td>Mechanic 1st Class</td>
<td>26.29</td>
<td>26.71</td>
<td>27.14</td>
</tr>
<tr>
<td>Flagman</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Additional 1.00 per hr for entire crew when a helicopter is used.

Above rates applicable on all overhead 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.

<table>
<thead>
<tr>
<th></th>
<th>07/01/2010</th>
<th>05/02/2011</th>
<th>05/07/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lafayette/Technician/Welder</td>
<td>$42.61</td>
<td>$43.31</td>
<td>$44.01</td>
</tr>
<tr>
<td>Digging Machine Operator</td>
<td>38.35</td>
<td>38.98</td>
<td>39.61</td>
</tr>
<tr>
<td>Tractor Trailer Driver</td>
<td>36.22</td>
<td>36.81</td>
<td>37.41</td>
</tr>
<tr>
<td>Groundman/Truck Driver</td>
<td>34.09</td>
<td>34.65</td>
<td>35.21</td>
</tr>
<tr>
<td>Mechanic 1st Class</td>
<td>34.09</td>
<td>34.65</td>
<td>35.21</td>
</tr>
<tr>
<td>Flagman</td>
<td>25.57</td>
<td>25.99</td>
<td>26.41</td>
</tr>
<tr>
<td>Certified Welder/Pipe Type Cable</td>
<td>44.74</td>
<td>45.48</td>
<td>46.21</td>
</tr>
<tr>
<td>Cable Splicer pipe type cable</td>
<td>46.87</td>
<td>47.64</td>
<td>48.41</td>
</tr>
</tbody>
</table>

Additional 1.00 per hour for entire crew when a helicopter job.

Above rates apply on Switching Structures, Maintenance projects, Railroad Catenary installation, Third rail installation, Bonding of Rails and pipe type cable and installation of Fiber Optic Cable.

<table>
<thead>
<tr>
<th></th>
<th>07/01/2010</th>
<th>05/02/2011</th>
<th>05/07/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lafayette/Technician/Welder</td>
<td>$41.32</td>
<td>$42.02</td>
<td>$42.72</td>
</tr>
<tr>
<td>Welder/Cable Splicer</td>
<td>41.32</td>
<td>42.02</td>
<td>42.72</td>
</tr>
<tr>
<td>Digging Machine Operator</td>
<td>37.19</td>
<td>37.82</td>
<td>38.45</td>
</tr>
<tr>
<td>Tractor Trailer Driver</td>
<td>35.12</td>
<td>35.72</td>
<td>36.31</td>
</tr>
<tr>
<td>Groundman/Truck Driver</td>
<td>33.06</td>
<td>33.62</td>
<td>34.18</td>
</tr>
<tr>
<td>Mechanic 1st Class</td>
<td>33.06</td>
<td>33.62</td>
<td>34.18</td>
</tr>
<tr>
<td>Flagman</td>
<td>24.79</td>
<td>25.21</td>
<td>25.63</td>
</tr>
</tbody>
</table>

Additional 1.00 per hr. for entire crew when a helicopter is used.

Above 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.

<table>
<thead>
<tr>
<th></th>
<th>07/01/2010</th>
<th>05/02/2011</th>
<th>05/07/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lafayette/Technician/Welder</td>
<td>$41.32</td>
<td>$42.02</td>
<td>$42.72</td>
</tr>
<tr>
<td>Welder/Cable Splicer</td>
<td>41.32</td>
<td>42.02</td>
<td>42.72</td>
</tr>
<tr>
<td>Digging Machine Operator</td>
<td>43.39</td>
<td>44.12</td>
<td>44.86</td>
</tr>
<tr>
<td>Tractor Trailer Driver</td>
<td>37.19</td>
<td>37.82</td>
<td>38.45</td>
</tr>
<tr>
<td>Groundman/Truck Driver</td>
<td>35.12</td>
<td>35.72</td>
<td>36.31</td>
</tr>
<tr>
<td>Mechanic 1st Class</td>
<td>33.06</td>
<td>33.62</td>
<td>34.18</td>
</tr>
<tr>
<td>Flagman</td>
<td>24.79</td>
<td>25.21</td>
<td>25.63</td>
</tr>
</tbody>
</table>

Additional $1.00 per hour for entire crew when a helicopter is used.

Above rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work"

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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PV/100; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked including holidays listed below:
The following SUPPLEMENTAL benefits apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.

$15.00  $16.50  $18.25
*plus 7% of  *plus 7% of  *plus 7% of  
hourly wage paid  hourly wage paid  hourly wage paid

OVERTIME PAY
See (B, E, Q.) on OVERTIME PAGE. Double time for all emergency work designated by the Dept. of Jurisdiction.

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

<table>
<thead>
<tr>
<th>Shift</th>
<th>Time</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>8:00 AM to 4:30 PM</td>
<td>Regular Rate</td>
</tr>
<tr>
<td>2nd</td>
<td>4:30 PM to 1:00 AM</td>
<td>Regular Rate  plus 17.3%</td>
</tr>
<tr>
<td>3rd</td>
<td>12:30 AM to 9:00 AM</td>
<td>Regular Rate  plus 31.4%</td>
</tr>
</tbody>
</table>

HOLIDAY
Paid See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Gov. of NYS Election Day,
Overtime See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Gov. of NYS Election Day.

SUPPLEMENTS for holidays paid at straight time

REGISTERED APPRENTICES
(1000 hr terms at the following percentage of Journeyman’s wage.

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
</tr>
</thead>
<tbody>
<tr>
<td>60%</td>
<td>65%</td>
<td>75%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td>90%</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked:

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

$15.00  $16.50  $18.25
*plus 7% of  *plus 7% of  *plus 7% of  
hourly wage paid  hourly wage paid  hourly wage paid

*NOTE: The 7% is based on the hourly wage paid, straight time rate or premium rate.

Lineman Electrician - Teledata

JOB DESCRIPTION  Lineman Electrician - Teledata

ENTIRE COUNTIES

WAGES
Per hour:

<table>
<thead>
<tr>
<th>Time</th>
<th>07/01/2010</th>
<th>01/01/2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable Splicer</td>
<td>$26.64</td>
<td>$27.44</td>
</tr>
<tr>
<td>Installer/Repairman</td>
<td>25.29</td>
<td>26.05</td>
</tr>
<tr>
<td>Teledata Lineman</td>
<td>25.29</td>
<td>26.05</td>
</tr>
<tr>
<td>Technician/Equip Oper</td>
<td>25.29</td>
<td>26.05</td>
</tr>
<tr>
<td>Groundman</td>
<td>13.40</td>
<td>13.81</td>
</tr>
</tbody>
</table>

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

SUPPLEMENTAL BENEFITS
Per hour worked:

$4.43  $4.43
*plus 3% of hourly  *plus 3% of hourly
Prevailing Wage Rates for 07/01/2010 - 06/30/2011
Published by the New York State Department of Labor
Last Published on Mar 01 2011

Lineman Electrician - Traffic Signal Lighting

**JOB DESCRIPTION** Lineman Electrician - Traffic Signal Lighting

**DISTRICT 6**

**ENTIRE COUNTIES**

**WAGES**
Per hour:

<table>
<thead>
<tr>
<th>Classification</th>
<th>07/01/2010</th>
<th>05/02/2011</th>
<th>05/07/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lineman/Technician</td>
<td>$37.54</td>
<td>$38.02</td>
<td>$38.25</td>
</tr>
<tr>
<td>Certified Welder</td>
<td>39.42</td>
<td>39.92</td>
<td>40.16</td>
</tr>
<tr>
<td>Digging Mach</td>
<td>33.75</td>
<td>34.22</td>
<td>34.43</td>
</tr>
<tr>
<td>Tractor trailer driver</td>
<td>31.91</td>
<td>32.32</td>
<td>32.51</td>
</tr>
<tr>
<td>Groundman Truck Driver</td>
<td>30.03</td>
<td>30.42</td>
<td>30.60</td>
</tr>
<tr>
<td>Mechanic 1st Class</td>
<td>30.03</td>
<td>30.42</td>
<td>30.60</td>
</tr>
<tr>
<td>Flagman</td>
<td>22.52</td>
<td>22.81</td>
<td>22.95</td>
</tr>
</tbody>
</table>

Above rates applicable on all Lighting and Traffic Signal Systems with the installation, testing, operation, maintenance and repair of all traffic control and illumination projects, traffic monitoring systems, road weather information systems and the installation of Fiber Optic Cable.

**SUPPLEMENTAL BENEFITS**
Per hour worked:

- All classifications $15.00
- *plus 6.5% of hourly wage paid

*NOTE: Additional $1.00 per hr. for entire crew when a helicopter is used.

*NOTE: The 6.5% 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: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED 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%

**HOLIDAY**
Paid See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Gov of NYS Election Day.
Overtime See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Gov of NYS Election Day.

**REGISTERED APPRENTICES**
WAGES: (1000) hour terms at the following percentage of Journeymans Wage.

<table>
<thead>
<tr>
<th>Shift</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
</tr>
</thead>
<tbody>
<tr>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td>90%</td>
<td></td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL BENEFITS:** Same as Journeyman/Technician.

Lineman Electrician - Tree Trimmer

Page 41
**JOB DESCRIPTION** Lineman Electrician - Tree Trimmer

**ENTIRE COUNTIES**

**DISTRICT 6**

**ENTIRE COUNTIES**

**JOB DESCRIPTION** Lineman Electrician - Tree Trimmer

**DISTRICT 5**

**ENTIRE COUNTIES**
Erie, Niagara, Orleans

**PARTIAL COUNTIES**
Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

**WAGES**

**Per hour: 07/01/2010 01/02/2011 01/01/2012**

<table>
<thead>
<tr>
<th>Job Description</th>
<th>07/01/2010</th>
<th>01/02/2011</th>
<th>01/01/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tree trimmer</td>
<td>$ 21.22</td>
<td>$ 21.64</td>
<td>$ 22.08</td>
</tr>
<tr>
<td>Equip Operator</td>
<td>18.72</td>
<td>19.09</td>
<td>19.48</td>
</tr>
<tr>
<td>Mechanic</td>
<td>18.72</td>
<td>19.09</td>
<td>19.48</td>
</tr>
<tr>
<td>Truck Driver</td>
<td>15.82</td>
<td>16.14</td>
<td>18.46</td>
</tr>
<tr>
<td>Ground person</td>
<td>12.59</td>
<td>13.25</td>
<td>13.51</td>
</tr>
<tr>
<td>Flag person</td>
<td>9.25</td>
<td>9.44</td>
<td>9.62</td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL BENEFITS**

**Per hour worked:**

<table>
<thead>
<tr>
<th>Job Description</th>
<th>07/01/2010</th>
<th>01/02/2011</th>
<th>01/01/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tree trimmer</td>
<td>$ 6.84</td>
<td>$ 7.36</td>
<td>$ 7.88</td>
</tr>
<tr>
<td>Equip Operator</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Mechanic</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Truck Driver</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Ground person</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Flag person</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
</tr>
</tbody>
</table>

Supplements paid at STRAIGHT TIME rate for holidays.

*NOTE: The 3% is based on the hourly wage paid, straight time rate or premium rate.

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

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

---

**Supplemental Benefits**

- Bricklayer: $29.73, Additional: $1.00
- Tuck Pointer: $29.73, Additional: $1.00
- Cement Mason*: $29.73*, Additional: $1.00*
- Plasterer*: $29.73*, Additional: $1.00*
- Stone Mason: $29.73, Additional: $1.00

* Applies only to Orleans County, all other areas have separate rates.

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

**HOLIDAY**
### Registered Apprentices

Wages per hour:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$15.91</td>
<td>$16.85</td>
<td>$20.00</td>
<td>$23.86</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour worked:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$7.81</td>
<td>$12.84</td>
<td>$13.91</td>
<td>$14.97</td>
</tr>
</tbody>
</table>

---

### Mason - Building

#### Job Description

**Mason - Building**

**Entire Counties:** Erie, Niagara

**Partial Counties:** Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

#### Wages

**Per Hour:**

- **07/01/2010:**
  - Plasterer: $27.05
  - Additional: $0.25 per hr for swing scaffold or exterior scaffold 42' or higher.

- **07/01/2011:**
  - Additional: $1.75

#### Supplemental Benefits

Per hour worked:

- $13.84

#### 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

---

### Mason - Building / Heavy&Highway

#### 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:**

- **07/01/2010:**
  - Cement Mason: $26.60

- **07/01/2011:**
  - Additional: $0.25 per hr for swing scaffold or exterior scaffold 42' or higher.
SUPPLEMENTAL BENEFITS
Per hour paid:
$22.92

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (2, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:
750 hour terms at the following dollar amounts:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cement</td>
<td>$12.65</td>
<td>$13.65</td>
<td>$14.65</td>
<td>$17.65</td>
<td>$19.65</td>
<td>$21.65</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour paid:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$3.39</td>
<td>$5.76</td>
<td>$7.13</td>
<td>$8.76</td>
<td>$11.24</td>
<td>$13.73</td>
</tr>
</tbody>
</table>

JOB DESCRIPTION Mason - Heavy & Highway

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 Townships 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: 07/01/2010 07/01/2011 07/01/2012

<table>
<thead>
<tr>
<th></th>
<th>07/01/2010</th>
<th>Additional</th>
<th>07/01/2011</th>
<th>Additional</th>
<th>07/01/2012</th>
<th>Additional</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cement Mason</td>
<td>$28.22</td>
<td>$1.90</td>
<td>$28.22</td>
<td>$1.90</td>
<td>$28.22</td>
<td>$1.90</td>
</tr>
<tr>
<td>Bricklayer</td>
<td>28.22</td>
<td>1.90</td>
<td>28.22</td>
<td>1.90</td>
<td>28.22</td>
<td>1.90</td>
</tr>
</tbody>
</table>

Add $1.00 per hour for work from swing stage or swing scaffold, including rolling scaffold suspended from bridges.

SUPPLEMENTAL BENEFITS
Per hour worked:
Journeyman $17.24

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (2, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:
750 hour terms at the following percentage of Journeyman's wage:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td>90%</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour worked:

<table>
<thead>
<tr>
<th></th>
<th>All terms</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$17.24</td>
<td></td>
</tr>
</tbody>
</table>

Mason - Tile Finisher

Page 44
JOB DESCRIPTION Mason - Tile Finisher

ENTIRE COUNTIES
Erie, Niagara, Orleans

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

WAGES
Per hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2010</th>
<th>07/01/2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tile Finisher</td>
<td>$26.94</td>
<td>$27.94</td>
</tr>
<tr>
<td>Marble, Slate,Terrazzo and Tile</td>
<td></td>
<td>$1.00</td>
</tr>
<tr>
<td>Mason Finisher</td>
<td>26.94</td>
<td>1.00</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Per hour worked:
$10.91

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

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
</tr>
</thead>
<tbody>
<tr>
<td>$14.11</td>
<td>$16.50</td>
<td>$22.20</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
</tr>
</thead>
<tbody>
<tr>
<td>$4.74</td>
<td>$6.15</td>
<td>$8.05</td>
<td></td>
</tr>
</tbody>
</table>

Mason - Tile Setter

ENTIRE COUNTIES
Erie, Niagara, Orleans

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

WAGES
Per hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2010</th>
<th>07/01/2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tile Setter</td>
<td>$29.49</td>
<td>$30.49</td>
</tr>
<tr>
<td>Marble, Slate, Terrazzo and Tile</td>
<td></td>
<td>$1.00</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Per hour worked:
$17.80

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:
1250 hour terms at the following wage:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Prevailing Wage Rates for 07/01/2010 - 06/30/2011
Published by the New York State Department of Labor
Last Published on Mar 01 2011

$15.66 $16.60 $19.70 $23.30
Supplemental benefits per hour worked:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>$7.81</td>
<td>$12.79</td>
<td>$13.86</td>
<td>$14.93</td>
<td></td>
</tr>
</tbody>
</table>

JOB DESCRIPTION
Millwright
ENTIRE COUNTIES
Erie
PARTIAL COUNTIES
Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

WAGES
Per hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2010</th>
<th>07/01/2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>Millwright</td>
<td>$28.45</td>
<td>$1.65</td>
</tr>
<tr>
<td>Certified Welder</td>
<td>29.70</td>
<td>1.65</td>
</tr>
<tr>
<td>Hazardous Waste Work</td>
<td>29.70</td>
<td>1.65</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Per hour worked:

22.39

OVERTIME PAY
See (B, E, *E2, Q) on OVERTIME PAGE
*Or other condition beyond the employer's control, such as power failure, fire, or natural disaster.

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:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>60%</td>
<td>70%</td>
<td>80%</td>
<td>90%</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental benefits per hour worked:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>$10.51</td>
<td>$18.825</td>
<td>$20.014</td>
<td>$21.202</td>
<td></td>
</tr>
</tbody>
</table>

Operating Engineer - Building

JOB DESCRIPTION
Operating Engineer - Building
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 Fullhoe (tractor mounted, rubber tired), Back Filling Machine, Bell Placer (CMI or similar type), Banding Machine (Pipe), Biluminous 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 (excl. pickup 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, Deco 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 Concrete Spreader (Apprentice Engineer), Hydraulic Return Pump, 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, 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 Scratch 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), Socracrp, Shovel, Sideboom, Skidloader/Boom (Similar Type), Skinner, Slip Form Paver (CMI or similar type), Sprayer/Vacuum Truck, Strato-Tower, Stump Chipping Machine, Trencher, 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 Boilers (used for temporary heat), Helper on Lubricating Unit or Truck, Jeep Trencher, Power Heate, Power Plant in excess of 10 K.W., Pumps, Revolving Widener, Steam Boilers (if manned 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: 07/01/2010

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master Mechanic</td>
<td>$30.48</td>
</tr>
<tr>
<td>Asst. Master Mechanic</td>
<td>29.84</td>
</tr>
<tr>
<td>Crane (boom over 100')</td>
<td>30.16</td>
</tr>
<tr>
<td>* (boom over 200')</td>
<td>30.41</td>
</tr>
<tr>
<td>* (boom over 300')</td>
<td>30.91</td>
</tr>
<tr>
<td>CLASS A</td>
<td>29.41</td>
</tr>
<tr>
<td>CLASS B</td>
<td>24.91</td>
</tr>
</tbody>
</table>

Additional $1.00 per hour for tunnel work.
Additional $2.50 per hour for CHEMICAL, HAZARDOUS OR TOXIC WASTE projects.
Additional $3.00 per hour for all lattice boom cranes and any hydraulic crane over 60 ton capacity.

SUPPLEMENTAL BENEFITS

Per hour:

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeymen</td>
<td>$23.16</td>
</tr>
<tr>
<td>Apprentice Engineers</td>
<td>22.76</td>
</tr>
<tr>
<td>Helper on tube truck</td>
<td>19.36</td>
</tr>
</tbody>
</table>

Note: Benefits are paid at the same premium as the wages for overtime hours.

OVER TIME PAY

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

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (1) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:
Receive $0.40 per hour less than Journeymen with the exception of the Class B rate which is paid in full.

Supplemental benefits per hour: $22.75*

Note: Benefits are paid at the same premium as the wages for overtime hours.

### Operating Engineer - Heavy & Highway

**JOB DESCRIPTION** Operating Engineer - Heavy & Highway

**DISTRICT 3**

**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 Curver 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, Bell Placer (CMI or similar type), Bending Machine (pipe), Bituminous Spreader and Mixture, Blacktop Plant (all), Blast or Rotary Drill (Truck or Track Mounted), Blower for Burning Brush, Boiler (when used for power), Boom Truck, Boring Machine, Bulker, Cableway, Cane Hoist, Caisson Auger, Central Mix Plant (and all Concrete Batching Plants), Cherry Picker, Concrete Cleaning Decontamination Machine, Concrete Curb and Curver Machine, Concrete Cure Machine, Concrete Mixer (over 1/2 cu. yd.), Concrete Pavement Spreaders and Finishers, Concrete Paver, Concrete Pump, Concrete Saw (self propelled), Conveyor, Convoying Vehicles, Convoying Engineer's Equipment, Core Drill, Crane, Crusher, Decontamination of Equipment, Derrick, Dragline, Dredge, Drill Rig (Tractor Mounted), Dual Drum Feeder, Electric Pump used in conjunction with Well Point Systems, Elevating Grader (self propelled or towed), Elevator, Excavator (all purpose, Hydraulically operated), Farm Tractor with Accessories, Fine Grade Machine, Forklift, Front End Loader, Gradall, Grader, Grout or Gunite Machine, Head Tower, Heavy Equipment Robotics Operator/Mechanic, Hoist (all types), Hoisting Engine, Horizontal Directional Drill Locator, 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 Crane, Jerseymaster, Koilman 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), Rosin, Scoopmobile, Shovel, Side Boom, Skidsteer/Bobcat (similar type), Skinner, 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, Tractore Shovel, Tractor with Towed Accessories, Tractors (when using winch power), Trencher, Truck Crane, Tub Boats, Tunnel Shovel, Tub 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 (1' or over), Revolving Widener, Steam Cleaner, Stump Chipping Machine, Welding Machine (1 machine over 300 amps or 2 or 3 machines regardless of amps).

### Operating Engineer - Building Site, Heavy & Highway, Sewer/Water, Tunnel

**Per hour:**

<table>
<thead>
<tr>
<th><strong>07/01/2010</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Master Mechanic</td>
</tr>
<tr>
<td>Asst. Master Mechanic</td>
</tr>
<tr>
<td>Crane (boom over 100ft)</td>
</tr>
<tr>
<td>* (boom over 200ft)</td>
</tr>
<tr>
<td>* (boom over 300ft)</td>
</tr>
<tr>
<td><strong>CLASS A</strong></td>
</tr>
<tr>
<td><strong>CLASS B</strong></td>
</tr>
</tbody>
</table>

Additional $1.00 per hour for tunnel work.

Additional $2.50 per hour for CHEMICAL, HAZARDOUS OR TOXIC WASTE projects.

Additional $3.00 per hour for all lattice boom cranes and any hydraulic crane over 50 ton capacity.

For work bid after 03/01/2005 an additional $1.50 per hour when shift work is mandated either in the job specifications or by the contracting agency.
SUPPLEMENTAL BENEFITS
Per hour worked:
Journeymen $ 23.79*
Apprentice Engineers 23.39*
Helper on Lube Truck 23.39*

Note: Benefits are paid at the same premium as the wages for overtime hours.
* $ 8.37 of the time and one half premium benefit must be paid as wages.
* $16.74 of the double time premium benefit must be paid as wages.

OVERTIME PAY
See (B, E, G, V) on OVERTIME PAGE

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

REGISTERED APPRENTICES
Wages per hour:
Receive 50.40 per hour less than Journeymen with the exception of the Class B rate which is paid in full.

Supplemental benefits per hour worked: $ 23.39*

Note: Benefits are paid at the same premium as the wages for overtime hours.
* $ 8.37 of the time and one half premium benefit must be paid as wages.
* $16.74 of the double time premium benefit must be paid as wages.
Boat Operator $ 25.29

CLASS D
Shoremanship, Deckhand, 
Rodman, Scowman, Cook, 
Massman, Porter/Janitor 
Other (please add) $ 0.09

SUPPLEMENTAL BENEFITS
Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

07/01/2010

All Classes A & B $ 8.05 plus 7% of straight time wage
(overtime hours add) $ 0.63

All Class C $ 7.75 plus 7% of straight time wage
(overtime hours add) $ 0.48

All Class D $ 7.45 plus 7% of straight time wage
(overtime hours add) $ 0.23

OVERTIME PAY
See (B, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

Surveys:
Operating Engineer - Survey Crew 03/01/2011

JOB DESCRIPTION Operating Engineer - Survey Crew DISTRICT 3

ENTIRE COUNTIES
Cattaraugus, Chautauqua, Erie, Niagara, Orleans, Wyoming

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

WAGES
Per hour:

SURVEY CLASSIFICATIONS: Party Chief- One who directs a survey party. Instrument person- One who runs the instrument and assists the Party Chief. Rod person- One who holds the rods and in general, assists the survey party.

<table>
<thead>
<tr>
<th>Survey Rates:</th>
<th>07/01/2010</th>
<th>06/01/2011</th>
<th>06/01/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Party Chief</td>
<td>$ 30.47</td>
<td>$ 30.87</td>
<td>$ 31.22</td>
</tr>
<tr>
<td>Instrument/Rod person</td>
<td>27.70</td>
<td>28.10</td>
<td>28.45</td>
</tr>
</tbody>
</table>

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 $ 19.65 $ 21.25 $ 23.15

Page 50
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: (1 yr. or 1000 hrs.) terms at the following wage rates.

<table>
<thead>
<tr>
<th>Year</th>
<th>1st year 60%</th>
<th>2nd year 70%</th>
<th>3rd year 80%</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>$16.62</td>
<td>19.39</td>
<td>22.16</td>
</tr>
<tr>
<td>2nd year</td>
<td>$16.86</td>
<td>19.67</td>
<td>22.48</td>
</tr>
<tr>
<td>3rd year</td>
<td>$17.07</td>
<td>19.91</td>
<td>22.76</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS:

<table>
<thead>
<tr>
<th>Year</th>
<th>1st &amp; 2nd terms</th>
<th>3rd &amp; 4th terms</th>
<th>5th &amp; 6th terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st &amp; 2nd terms</td>
<td>$1.90</td>
<td>4.49</td>
<td>5.90</td>
</tr>
</tbody>
</table>

3-45 D.H.H.

Painters

JOB DESCRIPTION Painter

ENTIRE COUNTIES

DISTRICT 3

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.

* 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

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.

* 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.

OVERTIME PAY

Exterior work only See (B, E, Q) on OVERTIME PAGE.
All other work See (B, E, Q) 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:

1000 hour terms at the following percentage of Journeymen's wage rate:

<table>
<thead>
<tr>
<th>Year</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>75%</td>
<td>85%</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental benefits per hour worked:

<table>
<thead>
<tr>
<th>Terms</th>
<th>1st &amp; 2nd terms</th>
<th>3rd &amp; 4th terms</th>
<th>5th &amp; 6th terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st &amp; 2nd terms</td>
<td>$1.90</td>
<td>4.60</td>
<td>5.90</td>
</tr>
</tbody>
</table>

3-4-Bridge, Tunnel, Tank

Painters

JOB DESCRIPTION Painter

ENTIRE COUNTIES

DISTRICT 3
# Prevailing Wage Rates for 07/01/2010 - 06/30/2011

Last Published on: Mar 01, 2011

**PARTIAL COUNTIES**

Cattaraugus: Entire County except the Townships of Conewango, Leon, Napoli, New Albion, Randolph and South Valley.

Chautauqua: Only the Townships of Auwright, Dunkirk, Hanover, Pomfret, Portland, Sheridan and Villenova.

Livingston: Only the Townships of North Dansville, Nunda, Cassian, Portage, Sparta, Spring Water and West Sparta.


## WAGES

<table>
<thead>
<tr>
<th>Basic Rate (Brush &amp; Roll)</th>
<th>Additional</th>
</tr>
</thead>
<tbody>
<tr>
<td>$24.14</td>
<td>$1.20</td>
</tr>
<tr>
<td>24.39</td>
<td>1.20</td>
</tr>
<tr>
<td>24.39</td>
<td>1.20</td>
</tr>
<tr>
<td>24.49</td>
<td>1.20</td>
</tr>
<tr>
<td>24.64</td>
<td>1.20</td>
</tr>
</tbody>
</table>

**Spray painting, wallcovering**

<table>
<thead>
<tr>
<th>Abrasive and hydroblasting</th>
<th>Taping/Drywall Fmisher</th>
<th>Skeleton Steel*</th>
<th>Swing scaffold or hanged rigging platforms</th>
</tr>
</thead>
<tbody>
<tr>
<td>24.39</td>
<td>24.64</td>
<td>24.89</td>
<td>24.89</td>
</tr>
<tr>
<td>24.39</td>
<td>24.64</td>
<td>24.89</td>
<td>24.89</td>
</tr>
<tr>
<td>24.39</td>
<td>24.64</td>
<td>24.89</td>
<td>24.89</td>
</tr>
<tr>
<td>24.39</td>
<td>24.64</td>
<td>24.89</td>
<td>24.89</td>
</tr>
</tbody>
</table>

* 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.

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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday through Thursday. Friday may be used as a make-up day.

**NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.**

## SUPPLEMENTAL BENEFITS

Per hour worked:

<table>
<thead>
<tr>
<th>Painter/Metal Polisher</th>
<th>03/01/2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>$18.55</td>
<td>$18.60</td>
</tr>
</tbody>
</table>

## 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:

<table>
<thead>
<tr>
<th>Painter/Decorator: 1000 hour terms at the following percentage of Journeyman's Basic wage rate:</th>
<th>Taper/Drywall Finisher: 1000 hour terms at the following percentage of Journeyman's Taper wage:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st 2nd 3rd 4th 5th 6th 7th 8th</td>
<td>1st 2nd 3rd 4th 5th 6th</td>
</tr>
<tr>
<td>50% 55% 60% 65% 70% 75% 80% 90%</td>
<td>50% 55% 60% 65% 75% 85%</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour worked:

<table>
<thead>
<tr>
<th>Painter/Decorator and Taper/Drywall Finisher:</th>
<th>1st &amp; 2nd terms</th>
<th>3rd &amp; 4th terms</th>
<th>All other terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1.90</td>
<td>4.90</td>
<td>5.90</td>
<td></td>
</tr>
</tbody>
</table>

---

**Painting - Metal Polisher**

**DISTRICT 9**

**ENTIRE COUNTIES**


## WAGES

Page 52
Prevailing Wage Rates for 07/01/2010 - 06/30/2011
Last Published on Mar 01 2011

07/01/2010

Metal Polisher

$ 25.60*

*Note: All workers shall be paid an additional premium in an amount equal to twenty (20%) percent of their basic straight time rate of pay for all time worked on hanging scaffolds and on standing scaffolds while working more than 34 feet off the ground. Such premium are to be paid on top of their straight time or overtime, whichever is applicable. This also applies to employees erecting scaffolding.

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2010
Journeyworker: $ 11.12

OVERTIME PAY
See (B, E, Q, T) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 11, 15, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
55% of Basic Polisher Rate

Plumber

JOB DESCRIPTION Plumber
DISTRICT 3

ENTIRE COUNTIES
Erie, Niagara, Wyoming

PARTIAL COUNTIES
Allegany: Only the Townships of Allen, Angelica, Beloit, Canadice, Centerville, Granger, Hume, New Hudson and Rushford
Chautauqua: Only the Townships of Arkwright, Charlotte, Cherry Creek, Dunkirk, Hanover, Pomfret, Portland, Ripley, Sheridan, Stockton, Villanova and Westfield.
Genesee: Only the Townships of Alabama, Alexander, Batavia, Darien, Elba, Oakfield, Pembroke and the City of Batavia.
Orleans: Only the Townships of Riga, Shelby and Yates.

WAGES
Per hour: 07/01/2010 05/01/2011 05/01/12

Plumber $ 29.88* $ 1.72 $ 1.77
Steamfitter 29.88* 1.72 1.77

*Note - Add 10% (ten-percent) to wage when HAZMAT training is required or when OSHA compliant respirator protection is required.

SUPPLEMENTAL BENEFITS
Per hour worked:

$ 18.04*

* Note - $1.00 of this amount must be paid at the same premium as the wage.

OVERTIME PAY
See (B1, Q) on OVERTIME PAGE

* 9th and 10th hour on Saturday to be paid at time and one half.

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:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>45%</td>
<td>55%</td>
<td>65%</td>
<td>75%</td>
<td>90%</td>
</tr>
</tbody>
</table>

Add $1.00 per hour for Hazmat work.

Supplemental benefits per hour worked:

$ 13.72*

* Note - $1.00 of this amount must be paid at the same premium as the wage.
JOB DESCRIPTION  Roofer
ENTIRE COUNTIES
Erie, Genesee, Niagara, Orleans, Wyoming

WAGES
Per hour: 07/01/2010

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asbestos Removal</td>
<td>$29.00</td>
</tr>
<tr>
<td>Slate, Tile</td>
<td>26.15</td>
</tr>
<tr>
<td>Precast tile / slabs</td>
<td>26.15</td>
</tr>
<tr>
<td>Crete / gypsum planks</td>
<td>26.15</td>
</tr>
<tr>
<td>Damp and waterproofer</td>
<td>26.00</td>
</tr>
<tr>
<td>Composition, spayers</td>
<td>26.00</td>
</tr>
<tr>
<td>Asphalt mastic</td>
<td>26.00</td>
</tr>
<tr>
<td>Steep roofers</td>
<td>26.00</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Per hour worked: $13.70

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:

<table>
<thead>
<tr>
<th>Hour terms at the following percentage of Journeymen's wage:</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 1000 to 2000 to 2500 to 3000 to 3500 to 4000 to 4500 to 5000 to 5500 to 6000</td>
</tr>
<tr>
<td>50% 55% 60% 65% 70% 75% 80% 85% 90% 95%</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour worked:

<table>
<thead>
<tr>
<th>0 to 1000 to 2000 to 2500 to 3000 to 3500 to 4000 to 4500 to 5000 to 5500 to 6000</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.00 $7.25 $11.12 $11.45 $11.77 $12.09 $12.41 $13.70 $13.70 $13.70</td>
</tr>
</tbody>
</table>

Sheetmetal Worker

JOB DESCRIPTION  Sheetmetal Worker
ENTIRE COUNTIES
Erie, Genesee, Niagara, Orleans, Wyoming

WAGES
Per hour: 07/01/2010 05/15/2011 05/20/2012

<table>
<thead>
<tr>
<th>Additional</th>
<th>Additional</th>
</tr>
</thead>
<tbody>
<tr>
<td>$30.80</td>
<td>$1.90</td>
</tr>
<tr>
<td>$1.95</td>
<td></td>
</tr>
</tbody>
</table>

Additional $0.50 per hour for work 30' above floor on boatswain chair.
Additional $1.00 per hour for work in "Hot" areas of Atomic Laboratories.

SUPPLEMENTAL BENEFITS
Per hour worked: $16.83*
* Note - $11.30 of this amount must be paid at the same premium as the wage.

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

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

REGISTERED APPRENTICES
Wages per hour:

One year terms at the following wage:
Prevailing Wage Rates for 07/01/2010 - 06/30/2011
Last Published on Mar 01 2011
Published by the New York State Department of Labor
PRC Number 2010006803 Erie County

Sprinkler Fitter

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

WAGES
Per hour

07/01/2010
Sprinkler Fitter

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman

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 Journeyman’s wage

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>55%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td>90%</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked

07/01/2010

1st & 2nd terms $ 8.41
3rd & 4th terms $ 13.35
All others $ 18.85

Teamster - Building / Heavy & Highway

JOB DESCRIPTION Teamster - Building / Heavy & Highway

DISTRICT 3

ENTIRE COUNTIES
Erie, Niagara

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

GROUP 1: Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatbed 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.


Per hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2010</th>
<th>07/01/2011</th>
<th>07/01/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>All GROUPS</td>
<td>$29.01</td>
<td>$30.14</td>
<td>$31.24</td>
</tr>
</tbody>
</table>

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

An additional $1.00 per hour is required when a single irregular work shift starting any time from 5:00PM to 1:00AM is mandated either in the
job specification or by the contracting agency.

SUPPLEMENTAL BENEFITS

Per hour worked:

|                      | 9.525*     | 9.90*     | 10.30*     |

*Note - Only $ 4.85 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

Teamster - Building / Heavy & Highway

JOB DESCRIPTION Teamster - Building / Heavy & Highway

ENTIRE COUNTIES

Erie, Niagara

PARTIAL COUNTIES

Genesee: Only in the Townships of Alabama, Darin and Pembroke.
Orleans: Only the Townships of Ridgeway, Shelby and Yates.
Wyoming: Only in the Townships of Arcade, Bennington, Java and Sheldon.

WAGES

Per hour: 07/01/2010

Dump Truck Operator $17.05

SUPPLEMENTAL BENEFITS

Per hour worked:

$1.44

OVERTIME PAY

See (B, J) on OVERTIME PAGE

Note - Time and one half shall be paid for work in excess of five (5) days per week.

HOLIDAY

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

Welder

JOB DESCRIPTION Welder

ENTIRE COUNTIES
WAGES
Per hour 07/01/2010

Welder (To be paid the same rate of the mechanic performing the work)

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.

(A) Time and one half of the hourly rate after 7 hours per day

(AA) Time and one half of the hourly rate after 7 and one half 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, provided a given employee has worked between 16 and 32 hours that week

(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

(F) Time and one half of the hourly rate on Saturday and Sunday

(G) Time and one half of the hourly rate on Saturday and Holidays

(H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays

(I) Time and one half of the hourly rate on Sunday

(J) Time and one half of the hourly rate on Sunday and Holidays

(K) Time and one half of the hourly rate on Holidays

(L) Double the hourly rate on Saturday

(M) Double the hourly rate on Saturday and Sunday

(N) Double the hourly rate on Saturday and Holidays

(O) Double the hourly rate on Saturday, Sunday, and Holidays

(P) Double the hourly rate on Sunday

(Q) Double the hourly rate on Sunday and Holidays

(R) Double the hourly rate on Holidays

(S) Two and one half times the hourly rate for Holidays, if worked

(S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays. One and one half times the hourly rate all additional hours.

(T) Triple the hourly rate for Holidays, if worked
(U) Four times the hourly rate for Holidays, if worked

(V) including benefits at SAME PREMIUM as shown for overtime

(W) Time and one half for benefits on all overtime hours.

NOTE: BENEFITS are PER HOUR WORKED; for each hour worked, unless otherwise noted
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 Year's
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
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:  ☐ 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 59).  
   ☐ 01 DOT  ☐ 08 Local School District  
   ☐ 02 OGS  ☐ 09 Special Local District, i.e., Fire, Sewer, Water District  
   ☐ 03 Dormitory Authority  ☐ 10 Village  
   ☐ 04 State University Construction Fund  ☐ 11 Town  
   ☐ 05 Mental Hygiene Facilities Corp.  ☐ 12 County  
   ☐ 06 OTHER N.Y. STATE UNIT  ☐ 13 Other Non-N.Y. State (Describe)  

3. SEND REPLY TO  ☐ (check if new or change)  
   Name and complete address:  
   Telephone:   Fax:   E-Mail:  

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  ☐ 4. New Sewer or Waterline  
   ☐ 2. Addition to Existing Structure  ☐ 5. Other New Construction (Explain)  
   ☐ 3. Heavy and Highway Construction (New and Repair)  ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration  

8. OCCUPATION FOR PROJECT:
   ☐ Construction (Building, Heavy Highway/Sewer/Water)  ☐ Guards, Watchmen  
   ☐ Tunnel  ☐ Janitors, Porters, Cleaners, Elevator Operators  
   ☐ Residential  ☐ Moving furniture and equipment  
   ☐ Landscape Maintenance  ☐ Trash and refuse removal  
   ☐ Elevator maintenance  ☐ Exterminators, Fumigators  
   ☐ Fire Safety Director, NYC Only  ☐ Window cleaners  
   ☐ Other (Describe)  

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

10. Name and Title of Requester  

Signature  

SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS
NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

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

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

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

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

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers’ Compensation Law, may be obtained at the following link, on the NYS DOL Website:

https://dbr.labor.state.ny.us/EDList/searchPage.do
### NYSDOL Bureau of Public Work Debarment List

#### Article 8

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<td>*****1384</td>
<td>ULFING AND SONS INC 22 GRIFFEN COURT MILLER PLACE NY 11446</td>
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<td>INC.</td>
<td>URBAN-SUBURBAN RECREATION INC.</td>
<td>3 LUCON DRIVE DEER PARK NY 11726</td>
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<td>VANESSA CONSTRUCTION INC.</td>
<td>588 MEACHAM AVE STE 103 ELMONT NY 11003</td>
<td>08/24/2010</td>
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<td>DOL</td>
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<td>INC.</td>
<td>VIRGINIA L CAPONE</td>
<td>137 E MAIN STREET ELMSFORD NY 10523</td>
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<td>DOL</td>
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<td>VISHAL CONSTRUCTION INC.</td>
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<td>LTD</td>
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<td>DOL</td>
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<td>INC.</td>
<td>WET PAINT CO. OF OSWEGO, INC.</td>
<td>19 E. GAYLORD STREET OZONE PARK NY 11350</td>
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<td>DOL</td>
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<td>INC.</td>
<td>WHITE PLAINS CARPENTRY CORP</td>
<td>220 FERRIS AVENUE WHITE PLAINS NY 10603</td>
<td>12/04/2009</td>
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<td>DOL</td>
<td>DOL</td>
<td>INC.</td>
<td>WILLIAM PUTNAM</td>
<td>50 RIDGE ROAD BUFFALO NY 14215</td>
<td>09/03/2008</td>
<td>09/03/2013</td>
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<td>DOL</td>
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<td>INC.</td>
<td>WILLIAM W FARMER JR</td>
<td>112 HUDSON AVENUE ROCHESTER NY 14605</td>
<td>01/19/2009</td>
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<td>DOL</td>
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<td>INC.</td>
<td>WINSTON J. GOWS, SR.</td>
<td>87 MALLING DRIVE ROCHESTER NY 14621</td>
<td>04/01/2006</td>
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<td>DOL</td>
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<td>XAVIER CONTRACTING LLC</td>
<td>66 GAYLORD ROAD SCARSDALE NY 10583</td>
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<td>INC.</td>
<td>YULY ARONSON</td>
<td>700 SUMMER STREET STAMFORD CT</td>
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<td>ZARBEN GENERAL CONSTRUCTION INC</td>
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<td>DOL</td>
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<td>ZEPHENHIAH DAVIS</td>
<td>2668 ANTHONY AVENUE BROOKLYN NY 11227</td>
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<td>AGENCY</td>
<td>FIRM NAME</td>
<td>NUMBER</td>
<td>EMPLOYEE NAME</td>
<td>EMPLOYEE ID</td>
<td>ADDRESS 1</td>
<td>BEGIN DATE</td>
<td>END DATE</td>
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<td>DOL</td>
<td>DOL</td>
<td>0017</td>
<td>NORTH EAST SECURITY GUARD SERVICE INC</td>
<td>637 OUTLOOK AVENUE WEST BABYLON NY 11704</td>
<td>09/10/2010</td>
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<td>DOL</td>
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<td>00212</td>
<td>VELOX CLEANING CORP</td>
<td>12 ESSEX LANE WILLINGBORO NJ 08046</td>
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<td>07/09/2015</td>
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GENERAL DECISION: NY20100008 11/05/2010 NYS

Date: November 5, 2010
General Decision Number: NY20100008 11/05/2010

Superseded General Decision Number: NY200B0008

State: New York

Construction Types: Heavy and Highway

Counties: Cattaraugus, Chautauqua and Erie Counties in New York.

HEAVY CONSTRUCTION PROJECTS: CHAUTAUQUA AND ERIE COUNTIES; AND
HIGHWAY CONSTRUCTION PROJECTS: CATTARAUGUS, CHAUTAUQUA AND
ERIE COUNTIES

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<th>Modification Number</th>
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<td>09/17/2010</td>
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<td>4</td>
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ASBE0004-001 05/01/2009

<table>
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<th>HAZARDOUS MATERIAL HANDLER............$18.72</th>
<th>Fringes 9.95</th>
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<tbody>
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<td>Insulator/asbestos worker (include application of all materials, protective coverings, coatings, and finishings to all types of mechanical systems).............$27.55</td>
<td>Fringes 15.64</td>
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BOIL0007-001 08/01/2010

| BOILERMAKER..........................$30.65 | Fringes 19.20 |

BRNY0008-004 07/01/2009

<table>
<thead>
<tr>
<th>CHAUTAUQUA COUNTY AND CATTARAUGUS COUNTY (EXCLUDING TOWNS OF PERRYBURG)</th>
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<tbody>
<tr>
<td>CEMENT MASON/CONCRETE FINISHER...$27.56</td>
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BRNY0045-001 07/01/2009

<table>
<thead>
<tr>
<th>ERIE, CATTARAUGUS (Towns of Perryburg &amp; Gowanda)</th>
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<tbody>
<tr>
<td>Occupation</td>
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<tr>
<td>----------------------------------</td>
</tr>
<tr>
<td>Bricklayer, Stonemason</td>
</tr>
<tr>
<td>Cement mason</td>
</tr>
<tr>
<td>Marble Setter</td>
</tr>
<tr>
<td>Terrazzo Finisher</td>
</tr>
<tr>
<td>Tile Finisher</td>
</tr>
<tr>
<td>Tilesetter &amp; Terrazzo Worker</td>
</tr>
</tbody>
</table>

---

**CHAUTAUQUA; CATTARAUGUS (Remainder of County).**

<table>
<thead>
<tr>
<th>Occupation</th>
<th>Hourly Rate</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpenters</td>
<td>$24.145</td>
<td>15.80</td>
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</tbody>
</table>

**FOOTNOTES:**

a. Paid Holidays: Independence Day and Labor Day, provided the employee works his scheduled day before and after the holiday and is on the payroll week in which the holiday falls.

---

**CATTARAUGUS (Townships of Persia and Perrysburg) ERIE (Grand Island)**

<table>
<thead>
<tr>
<th>Occupation</th>
<th>Hourly Rate</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>Carpenter</td>
<td>$29.35</td>
<td>21.06+a</td>
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</table>

**FOOTNOTES:**

a. PAID HOLIDAYS: Independence Day, Labor Day, provided the employee works his scheduled day before and after the holiday and is on the payroll in the payroll week in which the holiday falls.

---


<table>
<thead>
<tr>
<th>Occupation</th>
<th>Hourly Rate</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>Cable Splicer</td>
<td>$31.39</td>
<td>18.21</td>
</tr>
<tr>
<td>Electrician</td>
<td>$30.39</td>
<td>18.21</td>
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</table>

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<table>
<thead>
<tr>
<th>Occupation</th>
<th>Hourly Rate</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>Cable Splicer</td>
<td>$31.39</td>
<td>18.21</td>
</tr>
<tr>
<td>Electrician</td>
<td>$30.39</td>
<td>18.21</td>
</tr>
</tbody>
</table>
Communications System

CABLER ...................... $ 10.00  11.90+a
INSTALLER .................. $ 14.40  11.90+a
MASTER TECHNICIAN ...... $ 22.00  11.90+a
SOUND WIREMAN ............ $ 20.00  11.90+a

Work covers low voltage construction, installation, maintenance, and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PBX fiber optic cable and equipment, railroad communications, micro waves, V-Sat, bypass, CATV, WAM (wide area networks); LAN (local area networks) and ISDN (integrated systems digital network). Also, installation of sound systems, nurses call systems, intercom systems, staff registry/locating/signaling systems, antenna systems and associated devices; installation of security systems and apparatus, and cabling from VDT's to computers. This work does not apply to new construction, or to the installation of raceway systems and boxes for the above work.

FOOTNOTE:


ELEC0106-002 01/01/2009

CHAUTAUQUA, CATTARAUGUS (Remainder of County)

Rates Fringes

CABLE SPLICER ............. $ 29.50  16.18
ELECTRICIAN ............... $ 28.75  16.14

ELEC1249-003 05/04/2009

Rates Fringes

LINE CONSTRUCTION: Lineman
(LIGHTING AND TRAFFIC SIGNAL
Including any and all Fiber Optic Cable necessary for
Traffic Signal Systems,
Traffic Monitoring systems
and Road Weather information systems)

Flagman ...................... $ 22.25  13.50+6.5%+a
Groundman Digging Machine Operator .................. $ 32.74  11.75+6.5%+a
Groundman Truck Driver (tractor trailer unit) .... $ 31.52  13.50+6.5%+a
Groundman Truck Driver .... $ 29.66  13.50+6.5%+a
Lineman & Technician ...... $ 37.08  13.50+6.5%+a
Mechanic .................... $ 29.66  13.50+6.5%+a

FOOTNOTE:
a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus President's Day, Good Friday, Decoration Day, Election Day for the President of the United States and Election Day for the Governor of the State of New York, provided the employee works the day before or the day after the holiday.

ELEC1249-004 05/04/2009

<table>
<thead>
<tr>
<th>Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fringes</td>
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</tbody>
</table>

Line Construction:
- Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities (where no other trades are or have been involved):
  - Cable Splicer $ 44.67 13.50+7%+a
  - Flagman $ 24.37 13.50+7%+a
  - Groundman digging machine operator $ 36.55 13.50+7%+a
  - Groundman truck driver (tractor trailer unit) $ 34.52 13.50+7%+a
  - Groundman Truck driver $ 32.49 13.50+7%+a
  - Lineman and Technician $ 40.61 13.50+7%+a
  - Mechanic $ 32.49 13.50+7%+a

Overhead transmission line work (where other trades are or have been involved):
- Cable Splicer $ 47.44 13.50+7%+a
- Flagman $ 25.88 13.50+7%+a
- Groundman digging machine operator $ 38.82 13.50+7%+a
- Groundman truck driver (tractor trailer unit) $ 36.66 13.50+7%+a
- Groundman truck driver $ 34.50 13.50+7%+a
- Lineman and Technician $ 43.13 13.50+7%+a
- Mechanic $ 34.50 13.50+7%+a

Substation:
- Cable Splicer $ 44.67 13.50+7%+a
- Flagman $ 24.37 13.50+7%+a
- Groundman truck driver $ 32.49 13.50+7%+a
- Groundman digging machine operator $ 36.55 13.50+7%+a
- Groundman truck driver (tractor trailer unit) $ 34.52 13.50+7%+a
- Lineman & Technician $ 40.61 13.50+7%+a
- Mechanic $ 32.49 13.50+7%+a

Switching structures:
railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails; Pipetype cable installation

Cable Splicer $ 46.10 13.50+7%+a
Flagman $ 25.15 13.50+7%+a
Groundman Digging Machine Operator $ 37.72 13.50+7%+a
Groundman Truck Driver (tractor-trailer unit) $ 35.62 13.50+7%+a
Groundman Truck Driver $ 33.53 13.50+7%+a
Lineman & Technician $ 38.87 11.75+7%+a
Mechanic $ 33.53 13.50+7%+a

TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT
Cable splicer/Central Office Person $ 23.07 3.05+3% Groundman $ 11.61 3.05+3%
Installer Repairman- Teledata Lineman/Technician- Equipment Operator $ 21.91 3.05+3%
TREE TRIMMER $ 18.92 4.05+3%+b

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.


ELEV0014-001 01/01/2010

Rates Fringes

ELEVATOR MECHANIC $ 40.73 20.035+a+b
FOOTNOTE:


b. **Men under 5 years based on regular hourly rate for all hours worked:**
   - **Men over 5 years based on regular hourly rate for all hours worked**

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ENGI0017-012 07/01/2009

<table>
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<tr>
<td>GROUP 2</td>
<td>$ 26.01</td>
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<td>GROUP 3</td>
<td>$ 31.26</td>
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<td>GROUP 4</td>
<td>$ 31.51</td>
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<tr>
<td>GROUP 5</td>
<td>$ 32.01</td>
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<tr>
<td>GROUP 6</td>
<td>$ 31.58</td>
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**NOTE:** HAZARDOUS WASTE PREMIUM $2.50

TUNNEL WORK $1.00

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POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Air hoist, all boom type equipment (100 ft. or less), all pan and carry-alls, archer hoist, asphalt roller, asphalt spreader or paver, automatic fine grade machine (CMI and similar type), archer hoist, backhoe and pull hoe (tractor mounted and rubber mounted), back filling machine, belt place (CMI and similar), bending machine (pipe), bituminous spreader and mixer, blacktop plant (automated), blacktop plant (non-automated), blast or rotary drill (truck or track mounted), blower for burning brush, boiler (when used for power), boom trucks, boring machine, bulldozer, cableway cage hoist, caisson auger, central mix plant (and all concrete batching plants), cherry picker (over 5 tons), cherry picker (under 5 tons), chipping machine and chip spreader, concrete curb and gutter machines, concrete curing machine, concrete mixer (over 1/2 cu. yd.) concrete pavement spreaders and finishers, concrete paver, concrete pump, concrete saw (self-propelled), conveyor, core drill, crane, crusher, derrick operator, 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, hoist-one drum, hoisting engine, hydraulic...
boom, hydraulic hammer, (self propelled), hydraulic pipe jack machine (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), 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 1 drum in use), overhead crane, peine crane (or similar type), pile driver, plant engineer, pneumatic mixer, post hole digger, power boom, pump crete, push or snatch cat, quarry master or equivalent road widener, rock bit sharpening (all types), roller (all), rolling machine (pipe), rontmill, scoopmobile, shovel, side boom, skimmer, slip form paver (CMI and similar type, first and second operator), snorkel, strato-tower, stump chipping machine, tire truck and repair, towed roller, tractor drawn belt type grader/loader, tractor shovel, tractor with towed accessories, tractors (when using winch power), tractors, trencher, truck crane, tunnel shovel, tube finisher (CMI and similar type), vibratory compactor, vibro tamp, well drilling machine, well point, winch, winch truck with "A" frame.

GROUP 2: Aggregate bin, CMI and similar type concrete spreads, 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), jeep trencher, power heaterman, power plant in excess of 10 K.W., pump (4" or over), revinius widener, stem cleaner, stump chipping machine, welding machine (1 machine over 300 amps or 2 or 3 machines regardless of amps).

GROUP 3: Crane with boom over 100 feet
GROUP 4: Crane with boom over 200 feet
GROUP 5: Crane with boom over 300 feet
GROUP 6: Master mechanic

IRON0006-003 05/01/2009

ERIE COUNTY (EXCEPT THE NORTHERN HALF OF GRAND ISLAND), CATTARAUGUS COUNTY, AND CHAUTAUQUA (ARKWRIGHT, CHARLOTTE CHERRY CREEK, ELLINGTON, CITY OF BROCTON IN PORTLAND TOWNSHIP, HANOVER, PONFRET, SHERIDAN, VILLENOVA TOWNSHIPS)

Rates Fringes
Ironworker
(Structural, Ornamental,
Reinforcing Steel,
Welders, Riggers and
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<td>Rodman</td>
<td>$ 26.63</td>
<td>19.73</td>
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<tr>
<td>Fence Erectors</td>
<td>$ 25.23</td>
<td>18.23</td>
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<tr>
<td>Layout man</td>
<td>$ 27.13</td>
<td>19.73</td>
</tr>
<tr>
<td>Window Erectors</td>
<td>$ 24.28</td>
<td>19.73</td>
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**IRON0009-002 05/01/2009**

**ERIE (Township of Grand Island)**

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<tr>
<td>Ironworker</td>
<td>$ 28.57</td>
<td>17.63</td>
</tr>
<tr>
<td>Sheeter</td>
<td>$ 31.43</td>
<td>17.63</td>
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**IRON0348-006 08/01/2003**

**CHAUTAUQUA (REMAINDER OF COUNTY)**

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<tbody>
<tr>
<td>Ironworker</td>
<td>$ 22.17</td>
<td>13.35</td>
</tr>
<tr>
<td>Sheeters</td>
<td>$ 24.39</td>
<td>13.35</td>
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**LABO0210-003 07/01/2009**

**Laborers:**

**ERIE COUNTY HEAVY & HIGHWAY**

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<td>$ 25.31</td>
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<tr>
<td>GROUP 3</td>
<td>$ 25.51</td>
<td>18.30</td>
</tr>
<tr>
<td>GROUP 4</td>
<td>$ 25.71</td>
<td>18.30</td>
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**ERIE COUNTY SEWER/WATER**

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<tbody>
<tr>
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<td>18.30</td>
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<tr>
<td>GROUP 2</td>
<td>$ 25.21</td>
<td>18.30</td>
</tr>
<tr>
<td>GROUP 3</td>
<td>$ 25.26</td>
<td>18.30</td>
</tr>
<tr>
<td>GROUP 4</td>
<td>$ 25.36</td>
<td>18.30</td>
</tr>
<tr>
<td>GROUP 5</td>
<td>$ 25.71</td>
<td>18.30</td>
</tr>
<tr>
<td>GROUP 6</td>
<td>$ 26.11</td>
<td>18.30</td>
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</table>

**ERIE COUNTY TUNNEL**

<table>
<thead>
<tr>
<th>Group</th>
<th>Rate</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>GROUP 1</td>
<td>$ 25.61</td>
<td>18.30</td>
</tr>
<tr>
<td>GROUP 2</td>
<td>$ 25.76</td>
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<tr>
<td>GROUP 3</td>
<td>$ 25.86</td>
<td>18.30</td>
</tr>
<tr>
<td>GROUP 4</td>
<td>$ 26.36</td>
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<td>18.30</td>
</tr>
<tr>
<td>GROUP 7</td>
<td>$ 27.11</td>
<td>18.30</td>
</tr>
</tbody>
</table>

**HEAVY & HIGHWAY CLASSIFICATIONS**

- **GROUP 1:** Laborers; flagmen; outboard and hand boats; demolition worker; IBC barriers (except on structures); guard rails; road markers
- **GROUP 2:** Bull float; chain saw; concrete aggregate bin; concrete bootman; gin buggy; hand or machine vibrator; jackhammer; mason tender mortar mixer; pavement breaker; handlers of all steel mesh; small generators for laborers'
tools; installation of bridge drainage pipe; pipelayers; vibrator type rollers; tamper; drill doctor; tail or screw operator on asphalt paver; water pump (2" and single diaphragm); nozzle (asphalt, gunnite, seeding and sandblasting); 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 laborers; laser man

GROUP 3: All rock or drilling machine operators (except quarry master and similar type); acetylene torch operator; asphalt raker; powderman; welder

GROUP 4: Blasters; curb & flat work form setters (except on structures); stone or granite curb setters

SEWER/WATER CLASSIFICATIONS

GROUP 1: General; flagman; top man; wreckers

GROUP 2: Foundation; rod carriers; plaster tender; scaffold bootman; pneumatic, gas, electric tool operator; jackhammer; chipping guns

GROUP 3: Mortar mixer over 8 feet in depth

GROUP 4: Pavement formsetter; steelburner; caisson; wagon drill operator; pipelayer; swing scaffold

GROUP 5: Utility pave driver; laser operator

GROUP 6: Blaster

TUNNEL CLASSIFICATIONS

GROUP 1: Mole nipper; powder handler; top laborer

GROUP 2: Air spade; jackhammer; pavement breaker

GROUP 3: Top bell

GROUP 4: Bottom bell; side or roofbelt driller; burners; trackmen; nippers; derailmen; hosemen; groutmen; gravelmen; form workers; movers & shaftmen; conveyormen

GROUP 5: Powder monkey

GROUP 6: Blasters; ironmen; welder; heading driller

GROUP 7: Piledriver; rigger

FOR HEAVY/HIGHWAY & TUNNEL: Additional $1.00 added to base rate for all debris & asbestos work. Additional $2.00 added to base rate for all hazardous waste work.

http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=Davis-Bacon&docid=NY201... 3/24/2011
Laborers:

**HEAVY AND HIGHWAY**

(ZONE I)

<table>
<thead>
<tr>
<th>GROUP</th>
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<tr>
<td>2</td>
<td>$22.74</td>
<td>13.75</td>
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LEVEL C or GREATER

PROTECTIVE SUITS (or any anti-contamination clothing) w/supplied air respirators: $23.00 10.45

**LABORER CLASSIFICATIONS (HEAVY & HIGHWAY)**

GROUP 1: Flagman; outboard and hand boats; Bull float; Chain Saw; Concrete aggregate bin; Concrete boot; Gin Buggy; Hand or machine vibrator jack hammer; Mason tender; Mortar mixer; pavement breaker; Handler of all stee mesh; Small generator for laborer tools, installation of bridge drainage pipe; Pipe layers; Vibrator type rollers; Tamper drill doctor; Water pump operator (1-1/2" and single diaphragm); Nozzle (asphalt, gunite, seeding and sandblasting); 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 laborers.

GROUP 2: Blasters; Form setter; stone or granite curb setters; Designated asphalt rakers (not to include cold patch); tail or screw operator on asphalt paver. All rock or drilling machine operators (except quarry master and similar type); acetylene torch operators; powdermen.

---

**LABORER CLASSIFICATIONS (HEAVY & HIGHWAY)**

**CHAUTAUQUA COUNTY**

(Remaining Townships)

**HEAVY AND HIGHWAY**

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<thead>
<tr>
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<th>Rate</th>
<th>Fringes</th>
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<tr>
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<td>$23.29</td>
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<tr>
<td>2</td>
<td>$23.69</td>
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**CHAUTAUQUA COUNTY**

(Townships of Ripley, Westfield, Portland, Pomfret, Dunkirk, Sheridan, Hanover, Villenova, Arkwright, Cherry Creek and Charlotte) HEAVY AND HIGHWAY CONSTRUCTION

<table>
<thead>
<tr>
<th>GROUP</th>
<th>Rate</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>$23.29</td>
<td>13.75</td>
</tr>
<tr>
<td>2</td>
<td>$23.69</td>
<td>13.75</td>
</tr>
</tbody>
</table>

For **HEAVY & HIGHWAY CLASSIFICATIONS**

GROUP 1: Basis rate, Flagmen, Outboard and Hand Boats, Demolition Worker, Nurseryman, IBC Barriers except on
Structures, Guard Rail and Road Markers, Bull Float, Chain Saw, Concrete Aggregate Bin, Concrete Bootman, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of All Steel Mesh, Small Generators for Laborers' tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Tail or Screw Operotor on Asphalt Paver, Waterpump Operators (1 1/2" 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, Laser Man.

GROUP 2: All Rock or Drilling Machine Operators (except quarry master and similar type), Acetylene Torch Operators and Asphalt Raker, Powderman, Blaster, Curb and Flat Work Form Setter not on structures, Stone or Granite Curb Setters, Stone Cutter.

For HEAVY & HIGHWAY CLASSIFICATIONS in CHAUTAUQUA COUNTY (Remaining Townships)

GROUP 1: Flagman, Outboard and hand boats, Bull float, Chain Saw, Concrete aggregate bin, Concrete Boot, Gin buggy, Hand or machine vibrator jack hammer, Mason tender, Mortar mixer, pavement breaker, handler of all steel mesh, Small generator for laborers' tools, installation of bridge drainage pipe; Pipe layers, Vibrator type rollers, Tamper drill doctor; Water pump operator (1 1/2" and single diaphragm), Nozzle (asphalt, gunite, seeding and sandblasting) 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 laborers.

GROUP 2: Blasters, Form setters, stone or granite curb setters; Designated asphalt rakers (not to include cold patch), tail or screw operator on asphalt paver. All rock or drilling machine operators (except quarry master and similar type), acetylene torch operators, powderman.

* Pain0004-001 05/01/2010

CHAUTAUQUA COUNTY (Townships of Awkwright, Dunkirk, Hanover, Pomfret, Portland, Sheridan, Villenova); CATTARAUGUS COUNTY (Townships of Ashford, Dayton, East Otto, Machias, Otto, Perrysburg, Persia, Yorkshire); ERIE COUNTY (Entire county, excluding area North of Whitehaven Road, Grand Island)

Rates Fringes

Painters: (BUILDING CONSTRUCTION)

ERIE COUNTY

<table>
<thead>
<tr>
<th>Description</th>
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<tr>
<td>BRUSH AND ROLLER</td>
<td>$24.14</td>
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<td>DRYWALL/TAPING</td>
<td>$24.64</td>
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<tr>
<td>WALLCOVERING</td>
<td>$24.39</td>
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Painters: (HEAVY & HIGHWAY CONSTRUCTION)

CATTARAUGUS, CHAUTAUQUA &
## ERIE COUNTY
(AREA NORTH OF WHITEHAVEN ROAD, GRAND ISLAND, NEW YORK)

<table>
<thead>
<tr>
<th>Rates Fringes</th>
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<tbody>
<tr>
<td>$31.00 16.10</td>
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</table>

**PAIN0004-004 05/01/2007**

### Rates Fringes

**Painters:**

**BUILDING CONSTRUCTION**

- Lead Abatement $25.84 15.30
- Painters $23.89 15.30
- Spraying, Paperhangers, Sand-Blasting, Swinging scaffold $24.14 15.30
- Tapers $24.39 15.30

**HEAVY & HIGHWAY CONSTRUCTION**

- Bridge Painter $31.00 16.10

---

**PAIN0004-007 05/01/2010**

<table>
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<tbody>
<tr>
<td>$23.49 15.08</td>
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</table>

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**PAIN0004-008 05/01/2007**

**CATTARAUGUS COUNTY** - Townships of Leon, Conewango, Randolph, South Valley, Napoli and New Albion;

**CHAUTAUQUA COUNTY** - Townships of French Creek, Mina, Ripley, Westfield, Sherman, Clymer, Chautauqua, North Harmony, Harmony, Busti, Ellery, Stockton, Charlotte, Gerry, Ellicott, Jamestown, Kiantone, Carroll, Poland, Ellington and Cherry Creek.

### Rates Fringes

**Painters:** (HEAVY & HIGHWAY CONSTRUCTION)

- Bridges $31.00 16.10

---

**PAIN0004-017 05/01/2007**

**CATTARAUGUS COUNTY** (Townships of Cold Spring, Elko, Mansfield, Little Valley, Salamanca Indian Reservation, Red House, Ellicottville, Great Valley, Carrolton, Franklinville, Humphrey, Allegany, Freedom, Farmersville, Lyndon, Ishua, Hinsdale, Oleon and Portville)

### Rates Fringes

**Painters:** (HEAVY & HIGHWAY CONSTRUCTION)

- Bridges $31.00 16.10

---

**PLAS0009-001 04/01/2006**

### Rates Fringes

---
<table>
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<th>Occupation</th>
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<tr>
<td>Plasterer</td>
<td>$25.10</td>
<td>11.14</td>
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<tr>
<td>Cement Finisher</td>
<td>$25.00</td>
<td>22.82</td>
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<tr>
<td>Plumber/pipefitter</td>
<td>$29.42</td>
<td>16.83</td>
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<tr>
<td>Steamfitter</td>
<td>$29.42</td>
<td>16.83</td>
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<tr>
<td>Roofers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Composition</td>
<td>$26.75</td>
<td>12.43</td>
</tr>
<tr>
<td>Slate &amp; Tile</td>
<td>$26.90</td>
<td>12.43</td>
</tr>
</tbody>
</table>

Cattaraugus - Townships of Perryburg, Dayton, Persia, Otto, Leon, and New Albion;

Chautauqua - Townships of Hanover, Sheridan, Dunkirk, Pomfret, Arkwright, Villanova, Portland, Stockton, Charlotte, Ripley and Westfield;

Erie - All Townships in the County.

Plumber/pipefitter
- Zone 1: $29.42 16.83
- Zone 2: $27.33 16.83

Roofers:
- Composition: $26.75 12.43
- Slate & Tile: $26.90 12.43

Erie County

Roofers:
- Composition: $26.75 12.43
- Slate & Tile: $26.90 12.43
<table>
<thead>
<tr>
<th>ROOFER, Including Built Up, Composition and Single Ply Roofs</th>
<th>$23.65</th>
<th>11.99</th>
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<tr>
<td>SFNY0669-003 04/01/2008</td>
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| CATTARAUGUS COUNTY |        |        |

<table>
<thead>
<tr>
<th>SPRINKLER FITTER</th>
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| ERIE COUNTY |        |        |

<table>
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<th>SPRINKLER FITTER</th>
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| ERIE COUNTY |        |        |

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<th>Sheet metal worker</th>
<th>$29.25</th>
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<td>SHEE0112-001 07/01/2004</td>
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| CATTARAUGUS AND CHAUTAUQUA COUNTIES |        |        |

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<th>Sheet metal worker</th>
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<td>TEAM0264-001 07/01/2008</td>
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| Truck drivers: |        |        |

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<thead>
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<th>GROUP 1</th>
<th>$24.18</th>
<th>10.05+a</th>
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<tbody>
<tr>
<td>GROUP 2</td>
<td>$24.40</td>
<td>10.05+a</td>
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</table>

FOOTNOTE:

a. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided employee has worked the day before and the day after the holiday.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Pickups, panel trucks, flatboy material trucks (straight jobs), single-axle dump trucks, dumpsters, Tandems, batch trucks, mechanics semi trailers, low-boy trucks, asphalt distributor trucks, agitator, mixer trucks and dumpcrete type vehicles, truck mechanics, fuel trucks.
GROUP 2: Specialized earth moving equipment-euclid type or similar off-highway equipment, where not self-loaded, straddle (ross) carrier, self-contained concrete unit, off-highway tandem back-dump, twin engine equipment and double-hitched equipment where not self-loaded.

---

TEAM0449-001 07/31/2010

ERIE COUNTY

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>Rates</td>
<td>Fringes</td>
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<tr>
<td>Truck drivers</td>
<td>$25.68</td>
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</table>

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

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

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

---

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this...
initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION
DEPARTMENT OF PUBLIC WORKS  
COUNTY OF ERIE  
CONTRACTOR'S & SUBCONTRACTOR'S PAYMENT CERTIFICATION  
TO THE COMPTROLLER OF THE COUNTY OF ERIE, NEW YORK

Pursuant to the work for *Replacement of Pavement Road Bridges* shown on the attached payment request, I CERTIFY,

1. That the following constitute all the sub-contractors employed by me on this work during the period covered by this request:
   
<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. That the following constitute all claims for material and/or supplies used by me on this work, which are due and payable and have not been paid:
   
<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. That the following constitute all laborers employed by me on this work who are unpaid and the amount due each:
   
<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. That all employees engaged by me on this work have been paid the prevailing rate of wages on prevailing rate schedule case no. (PRC)

Dated: ________________

CONTRACTOR: ________________________________
BY: ________________________________
TITLE: ________________________________

State of New York
County of Erie

_________________________ being duly sworn, deposed and says, that he is the ______________ of the above company; that he has read the above statement; that he knows the contents thereof, and that the same is true of his own knowledge.

_________________________
Commissioner of Deeds or Notary Public, Erie County
<table>
<thead>
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<th>Item Number</th>
<th>Estimated Quantities</th>
<th>Item With Unit Bid Written in Words</th>
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<td>202.19</td>
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<td>202.120001</td>
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<thead>
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<td>Cents</td>
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**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS**

**REPLACEMENT OF PAVEMENT ROAD BRIDGES**

**CR 139-RR1 (BIN 3362530) AND CR 139-RR2 (BIN 3362540)**

**PIN 5765.38 - PROJECT #A 139-RR211**

**TOWN OF LANCASTER, ERIE COUNTY**

**BID SUMMARY FORM**

**AMOUNT BROUGHT FORWARD**

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<thead>
<tr>
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<th>Quantity</th>
<th>Unit</th>
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<tr>
<td>CLEARING AND GRUBBING</td>
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<tr>
<td>REMOVAL OF EXISTING SUPERSTRUCTURE</td>
<td>Per LS</td>
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</tr>
<tr>
<td>REMOVAL OF SUBLTUCTURES</td>
<td>Per CM</td>
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</table>
ERIE COUNTY DEPARTMENT OF PUBLIC WORKS
REPLACEMENT OF PAVEMENT ROAD BRIDGES
CR 139-RR1 (BIN 3362530) AND CR 139-RR2 (BIN 3362540)
PIN 5755.38 - PROJECT #FA 139-RR2-11
TOWN OF LANCASTER, ERIE COUNTY

BID SUMMARY FORM

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Estimated Quantities</th>
<th>Items With Unit Bid Written in Words</th>
<th>Unit Bid Prices</th>
<th>Amount Bid</th>
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<td>Dollars</td>
<td>Cents</td>
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<td>40 CM</td>
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# ERIE COUNTY DEPARTMENT OF PUBLIC WORKS

## REPLACEMENT OF PAVEMENT ROAD BRIDGES

CR 139-RR1 (BIN 3362530) AND CR 139-RR2 (BIN 3362540)

PIN 5755.38 - PROJECT #FA 139-RR2-11

TOWN OF LANCASTER, ERIE COUNTY

## BID SUMMARY FORM

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<th>Estimated Quantities</th>
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<td>SILO BAG - TEMPORARY</td>
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<td>209.13</td>
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<td>407.0101</td>
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## BID SUMMARY FORM

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<td><strong>FURNISHING EQUIPMENT FOR DRIVING PILES</strong></td>
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# ERIE COUNTY DEPARTMENT OF PUBLIC WORKS

## REPLACEMENT OF PAVEMENT ROAD BRIDGES

CR 139-RR1 (BIN 3362530) AND CR 139-RR2 (BIN 3362540)

PIN 5755.38 - PROJECT #FA 139-RR2-11

TOWN OF LANCASTER, ERIE COUNTY

### BID SUMMARY FORM

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## BID SUMMARY FORM

### Item Number | Estimated Quantities | Items With Unit Bid Written in Words | Unit Bid Prices | Amount Bid
|---------------|---------------------|-------------------------------------|----------------|---------
|               |                     |                                     | Dollars | Cents |
| AMOUNT BROUGHT FORWARD | $ | $

| 569.02 | 47 M | PERMANENT CONCRETE TRAFFIC BARRIER FOR STRUCTURES (HALF SECTION) | $ | $

| 570.01 | 1 LS | LEAD EXPOSURE CONTROL PLAN | $ | $

| 571.010001 | 1 CM | TREATMENT AND DISPOSAL OF PAINT REMOVAL WASTE | $ | $

| 603.6105 | 44 M | REINFORCED CONCRETE PIPE CLASS IV, 600 mm DIAMETER | $ | $

| 603.7305 | 2 EA | REINFORCED CONC. PIPE END SECTIONS CLASS IV, 600 mm DIA. | $ | $


# BID SUMMARY FORM

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<th>Item Number</th>
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<td>606.10</td>
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<td>BASIC WORK ZONE TRAFFIC CONTROL</td>
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# BID SUMMARY FORM

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## BID SUMMARY FORM

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ERIE COUNTY DEPARTMENT OF PUBLIC WORKS
REPLACEMENT OF PAVEMENT ROAD BRIDGES
CR 139-RR1 (BIN 3362530) AND CR 139-RR2 (BIN 3362540)
PIN 5755.38 - PROJECT #FA 139-RR2-11
TOWN OF LANCASTER, ERIE COUNTY

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<td>885.02</td>
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## ERIE COUNTY DEPARTMENT OF PUBLIC WORKS
### REPLACEMENT OF PAVEMENT ROAD BRIDGES
**CR 139-RR1 (BIN 3362530) AND CR 139-RR2 (BIN 3362540)**
**PIN 5755.38 - PROJECT #FA 139-RR2-11**
**TOWN OF LANCASTER, ERIE COUNTY**

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ERIE COUNTY DEPARTMENT OF PUBLIC WORKS
REPLACEMENT OF PAVEMENT ROAD BRIDGES
CR 139-RR1 (BIN 3362530) AND CR 139-RR2 (BIN 3362540)
PIN 5755.38 - PROJECT #FA 139-RR2-11
TOWN OF LANCASTER, ERIE COUNTY

BID SUMMARY FORM

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Estimated Quantities</th>
<th>Items With Unit Bid Written In Words</th>
<th>Unit Bid Prices</th>
<th>Amount Bid</th>
</tr>
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<tr>
<td></td>
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<td></td>
<td>Dollars Cents</td>
<td>Dollars Cents</td>
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</table>

AMOUNT BROUGHT FORWARD

SUBTOTAL OF ALL ABOVE ITEMS WRITTEN IN WORDS

Mobilization (Must Not Exceed 4% of Subtotal Shown above. See Specification for this Item)

<table>
<thead>
<tr>
<th>Item Number</th>
<th>NEC</th>
<th>For</th>
<th>Per LS</th>
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<tr>
<td>699.040001</td>
<td>NEC</td>
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TOTAL OR GROSS SUM WRITTEN IN WORDS

NOTES:
1. PLEASE MAKE SURE A BID IS ENTERED FOR EACH ITEM
2. IN THE EVENT THAT THERE ARE DISCREPANCIES WITHIN THE BID SCHEDULE, THE VALUES IN WRITTEN WORDS WILL BE THE ACCEPTED QUANTITY.

NOT FOR BID
To the Commissioner of Public Works, Erie County, New York

In submitting this bid the undersigned declares that he is or they are the only person or persons interested in the said bid; that it is made without any connection with any person making another bid for the same contract, that the bid is in all respects fair and without collusion, fraud or mental reservation; and that no official of the County, or any person in the employ of the County is directly or indirectly interested in said bid or in the supplies or work to which it relates, or in any portion of the profits thereof.

The undersigned also, hereby declares that he has or they have carefully examined the plans, specifications and form of contract, and that he has or they have personally inspected the actual location of the work together with the local sources of supply, has or have satisfied himself or themselves as to all the quantities and conditions, and understand that in signing this proposal he or they waive all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he is or they are to furnish and provide for the respective item price bid all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions to complete the improvement of the aforementioned highway in accordance with the plans and specifications for said improvement, which plans and specifications it is agreed are a part of this proposal, and to accept in full compensation therefore the amount of the summation of the products of the approximate quantities multiplied by the unit prices bid. This summation will hereinafter be referred to as the gross sum bid.

The undersigned further agrees to accept the aforesaid "unit bid" prices as compensation for any additions or deductions caused by variation in quantities due to more accurate measurement, or by any changes or alterations in the plans or specifications of the work, and for use in the computation of the value of the work performed for monthly estimates.

The undersigned further agrees that at any time during the progress of work the County adds, alters or omits portions of the work he shall so perform such work and accept compensation in accordance with the Standard Specifications.

Accompanying this proposal in cash, a draft or certified check for $140,000.00. In case this proposal shall be accepted by the County of Erie, New York, and the undersigned shall fail to execute the contract and in all respects comply with the provisions of Section 38 of the Highway Law, as amended, the monies represented by such cash, draft or certified check shall be regarded as liquidated damages and shall be forfeited and become the property of the County of Erie, otherwise to be returned to the depositor in accordance with the provisions of said Section 38 of the Highway Law, as amended.

On acceptance of this proposal for said work the undersigned does or do hereby bind himself or themselves to enter into written contract within ten days of date of notice of award, with the said County of Erie and to comply in all respects with Subdivision 6 of Section 38 of the Highway Law, as amended, in relation to security for the faithful performance of the terms of said contract.
NON-COLLUSIVE BIDDING CERTIFICATION
(REQUIRED BY SECTION 103-d OF THE GENERAL MUNICIPAL LAW)

Section 103-d "Statement of non-collusion of bids and proposals to political subdivision of the state.

1. Every bid or proposal hereafter made to a subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule or 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 purposes 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 political subdivision, public department, agency or official thereof 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 being 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".

2. Any bid hereafter made to any political subdivision of the state or any public department, agency, or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation."
BY EXECUTING THIS PROPOSAL, THE CONTRACTOR AGREES TO:

1) perform all work listed in accordance with the Contract Documents at the unit prices bid;
2) all non-collusive bidding certifications required by Section 103-d of the General Municipal Law;
3) the affirmation of the Minority Business Enterprises Bidder's Certification;
4) certification of Specialty Items category selected, if contained in this proposal;
5) certification of any other clauses required by this proposal and contained herein.

Date 20

________________________
Legal Name of Individual, Partnership, or Corporation

By: _______________________
Signature and Title

IP 20
Please Complete Information Requested Below

The address of the bidder is:

<table>
<thead>
<tr>
<th>Street</th>
<th>City and State</th>
<th>Telephone/Fax</th>
<th>E-mail</th>
<th>Federal Employer Tax I.D. Number</th>
</tr>
</thead>
</table>

**IF A CORPORATION**

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
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<table>
<thead>
<tr>
<th>President</th>
<th>Secretary</th>
<th>Treasurer</th>
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</table>

**IF A PARTNERSHIP**

<table>
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<tr>
<th>Name</th>
<th>Address</th>
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IP 21
EXPERIENCE QUESTIONNAIRE
Attach Additional Sheets as Necessary

Submitted by, Name: _____________________________ a(n):

_________ Corporation
_________ Co-Partnership
_________ Individual
_________ Joint Venture

Principal Office Address: _____________________________

Telephone #_________ FAX # ___________ E-MAIL ___________

The Signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1) How many years has your organization been in business as a general contractor under your present business name?

2) How many years experience in ____________ construction work has your organization had:
   a) As a General Contractor
   b) As a Sub-Contractor

3) What projects has your organization completed in the last 5 years

<table>
<thead>
<tr>
<th>Contract Amount</th>
<th>Class of Work</th>
<th>Date Completed</th>
<th>Name and Address of Owner</th>
</tr>
</thead>
</table>

4) List the Names and Addresses of Officers and/or Partners of the organization:

5) Have you ever failed to complete any work awarded to you? If so, provide the name of the project, the date of the project, if the failure was as a subcontractor, the name of the prime contractor and the reasons for the failure to complete the work?
6) Has any Officer or Partner of your organization ever been an Officer or Partner of some other organization that failed to complete a construction contract? If so, state the name of individual, other organization and reason therefore.

7) Has this organization or any of its directors, officers, partners or owners:
   a) Been convicted of any business related conduct constituting a crime under State or Federal law? If yes, provide dates and details.

   b) Been debarred, suspended or in any way prohibited from bidding on government contracts? If yes, provide dates and details.

   c) Had any of its bids rejected on the grounds that they were not a responsible bidder? If yes, provides dates and details.

   d) Been determined to be in violation of any State or Federal Labor Law or regulation, including OSHA violations? If yes, provide dates and details.

   e) Had its DBE, MBE, or WBE certification revoked? If yes, provide dates and details.

   f) Had a bid rejected on any competitively bid contract for failure to meet statutory affirmative action, MBE or WBE requirements? If yes, provide dates and details.

   g) Been determined to be in violation of Federal or State environmental laws in conjunction with any construction project? If yes, provide dates and details.

8) Has any officer or partner of your organization ever failed to complete a construction contract in his own name? If so, state name of individual, name of owner and reason therefore.
9) Does your firm have a financial interest in any other business? If yes, state the firm's name and address.

10) List those projects upon which your firm will be actively engaged at the time bids are received for this project. Please provide the name and address of the Owner, the Architect/Engineer, the approximate contract amount and the approximate percentage of completion of your firm's work (as of the date of this project Bid Opening):

<table>
<thead>
<tr>
<th>Name and Address of Owner</th>
<th>Contract Amount</th>
<th>Percent of Work Completed</th>
</tr>
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</table>

11) List equipment and describe facilities which your firm has now or will have available to begin and complete the work to be performed under the Contract.

12) What proportion of the work will be performed by your firm with your own force?

13) In the last five years have liquidated damages, penalties, liens, defaults or cancellations been imposed or filed against your firm on any project? If so, please list those projects.

14) Within the last two years, has your firm been the lowest bidder in competitive bidding and not been awarded the contract? If so, list project name and give reasons why contract was not awarded to you.

15) Within the past five years, have there been any contracts performed by your firm on which the final payment was the subject of litigation? If so, please list names of projects involved.
16) List Corporations or Individuals for whom your firm has performed work and the person who should be contacted for references.

17) List Municipalities for whom your firm has performed work and the person who should be contacted for references.

18) List Counties for whom your firm has performed work and the person who should be contacted for references.

19) List State Bureaus or Departments for whom your firm has performed work and the person who should be contacted for references.

20) Has your firm performed work for the Federal Government? If so, please list the projects and the person who should be contacted for references.

21) What is the construction experience of all principal individuals of your firm? Please include: the principal's name, current position in the firm, number of years of actual construction experience, type and magnitude of work.

22) Has your firm filed performance record reports with the Bureau of Contract Information, Inc., Washington, D.C.?
23) Is any principal of the firm or any member of his immediate family employed by the County of Erie?
   If yes, what Department?

   Name of County Employee ________________________________

24) The above information and such other information as the Owner may request or obtain will be used by
   the Owner in determining the reliability and responsibility of the bidder.

   Dated at ________________ this ________________ day
   of ________________ 20 __.

   ________________________________
   Name of Organization

   By: ________________________________
   Signature and Title of Person Signing

   State of ________________________________
   County of ________________________________

   ________________________________ being duly sworn deposes and says that he/she is __________ of
   ________________________________
   Name of Organization

   and that answers to the foregoing questions and all statements therein contained are true and correct.

   Sworn to me before this
   __________ day of __________ 20 __
   ________________________________
   Notary Public

   My commission expires ________________________________

Q 5
ACKNOWLEDGMENT OF DRUG AND ALCOHOL TESTING PROGRAM COMPLIANCE

(Print or type company name)

Hereby acknowledges that a drug and alcohol program which is required by Federal Department of Transportation rules (CFR, Title 49, Part 40 and 382), has been implemented by this Company. The program is administered by:

Please select one

( ) The Company itself - The program administrator is:

______________________________
Company Administrator's Name and Telephone Number

( ) Third-Party Administrator - The program administrator is:

______________________________
Third-Party Administrator's Name

______________________________
Address

______________________________
Point of Contact/Telephone Number

______________________________
Company Official's Name

______________________________
Signature

______________________________
Date

(Notary Seal/Stamp)

1997 (drug.frm)
LOCAL LAW 2-2006 APPRENTICESHIP TRAINING PROGRAM FORM

The following must be completed unless the Contracting Agency has otherwise determined under Section 2f. of these rules and regulations that the New York State Certified Apprenticeship Training Program (NYSCATP) does not apply.

TO BE FILLED OUT BY BIDDER: please check that which applies and sign below.

[ ] Enclosed is a copy of the certification of approval of the New York State Certified Apprenticeship Training Program (NYSCATP) by the New York State Department of Labor which, as Bidder, will use in connection with the construction contract. Also enclosed is a written plan demonstrating how apprentices will be utilized.

[ ] Apprenticeship participation inapplicable on this project due to:

  o The lack of career opportunities in NYSCATP approved by New York State Department of Labor Commissioner;

  o The magnitude of the construction contract would make use of apprentices impracticable

______________________________
Signature / Date

______________________________
Print Name & Title
**DISCLOSURE OF LOBBYING ACTIVITIES**
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

1. **Type of Federal Action:**
   - a. contract
   - b. grant
   - c. cooperative agreement
   - d. loan
   - e. loan guarantee
   - f. loan insurance

2. **Status of Federal Action:**
   - a. bid/offer/application
   - b. initial award
   - c. post-award

3. **Report Type:**
   - a. initial filing
   - b. material change
     - For Material Change Only:
       - year
       - quarter
       - date of last report

4. **Name and Address of Reporting Entity:**
   - [ ] Prime
   - [ ] Subawardee
   - Tier, if known:

5. **Name and Address of Reporting Entity:**
   - [ ] Prime
   - [ ] Subawardee
   - Tier, if known:

6. **Congressional District, if known:**

7. **Federal Department/Agency:**

8. **Federal Action Number, if known:**

9. **Award Amount, if known:**
   - $

10. **Name and Address of Lobbying Registrant (if individual, last name, first name, MI):**

11. **Information requested through this form is authorized by title 31 U.S.C. section 1352. The disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.**

**Requirements Regarding Lobbying Activities on Federal Aid Contracts**

**Signature:**

**Print Name:**

**Title:**

**Telephone No.:**

**Date:**

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)
THE FOLLOWING PAGES ARE THE REQUIRED CERTIFICATION REGARDING NON-COLLUSIVE BIDDING PROCEDURES AND THE CONTRACTOR'S ELIGIBILITY TO SUBMIT A BID UNDER FEDERAL LAW. THE LAST PAGE IS A GENERAL BIDDER INFORMATION FORM. ALL SHOULD BE INCLUDED IN THE CONTRACT DOCUMENTS, IMMEDIATELY FOLLOWING THE PAGE(S) WHICH CONTAINS THE NON-COLLUSIVE BIDDING REQUIREMENTS. BY SIGNING ONE OF THESE CERTIFICATIONS, THE CONTRACTOR CERTIFIES THAT HE UNDERSTANDS AND AGREES TO BE BOUND BY THE PROVISIONS OF THE FOLLOWING LAWS:

1. NEW YORK STATE FINANCE LAW, ARTICLE 9, SECTION 139-d
2. TITLE 49, CFR, PART 29
3. TITLE 23, U.S. CODE-HIGHWAYS, SECTION 112

THE CONTRACTOR SHOULD CHOOSE THE APPROPRIATE NOTARIZATION WHICH CORRESPONDS TO THE TYPE OF COMPANY (SOLE PROPRIETORSHIP, PARTNERSHIP, OR CORPORATION) THAT HE/SHE REPRESENTS OR IS AFFILIATED WITH. ALL BIDDERS SHOULD FILL OUT THE APPROPRIATE SECTION OF THE BIDDER INFORMATION SHEET.

BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

1. Perform all work listed in accordance with the Contract Documents at the unit prices bid; subject to the provisions of Section 104 -04, Standard Specifications, Construction and Materials, published by the New York State Department of Transportation, and dated May 4, 2006, if applicable;

2. All the terms and conditions of the non-collusive bidding certifications required by Section 139-d of the State Finance Law, and Section 112, Title 23, U.S. Code;

3. Certification of Specialty Items category selected, if contained in this proposal;

4. Certification of any other clauses required by this proposal and contained herein;

5. Certification, under penalty of perjury, as to the current history regarding suspensions, debarments, voluntary exclusions, determinations of ineligibility, indictments, convictions, or civil judgments required by 49 CFR Part 29.
Date:

(Legal Name of Person, Corporation, or Firm Which is Submitting Bid or Proposal)

BY: ____________________________
   (Signature of Person Representing Above)

AS: ____________________________
   (Official Title of Signator in Above Firm)

(Acknowledgment by Individual Contractor, If a Corporation)

STATE OF NEW YORK )
   SS:
COUNTY OF )

   On this day of __________, 20___, before me personally came ___________, to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did depose and say that he/she resides at __________, and that he/she is the __________ of the corporation described in and which executed the above instrument, and that he/she signed his/her name thereto on behalf of said Corporation by order of the Board of Directors of said Corporation.

Notary Public

(Acknowledgment by Co-Partnership Contractor)

STATE OF NEW YORK )
   SS:
COUNTY OF )

   On this __________________ day of __________________, 20___, before
me
personally came ________________________, to me known and known
to
me to be the person described in and who executed the above instrument, who, being duly
sworn
by me, did for himself/herself depose and say that he/she is a member of the firm of
, consisting of himself/ herself and
, and that he/she executed the foregoing instrument in the firm name of
and that
he/she had authority to sign same, and did duly acknowledge to me that he/she executed same
as
the act and deed of said firm of
for the uses
and
purposes mentioned herein.

__________________________________________
Notary Public

(Acknowledgment by Individual Contractor)

STATE OF NEW YORK )
) SS:
COUNTY OF )

On this ________________________ day of ________________________, 20______,
before me personally came ________________________, to me known and
known to me to be described in and who executed the foregoing instrument, and that he/she
acknowledged that he/she executed the same.

__________________________________________
Notary Public

NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provide information listed below:

Bidder Address: ________________________________
Street or P. O. Box No.

______________________________
City

______________________________
State ZIP

Federal Identification No.: ________________________________

Name of Contact Person: ________________________________
Phone # of Contact Person: _____________________________

If Bidder is a Corporation:

President’s Name & Address:
__________________________________________________

Secretary’s Name & Address:
__________________________________________________

Treasurer’s Name & Address:
__________________________________________________

If Bidder is a Partnership:

Partner’s Name & Address:
__________________________________________________

Partner’s Name & Address:
__________________________________________________

If Bidder is a Sole Proprietorship:

Owner’s Name & Address:
__________________________________________________
ERIE COUNTY CONSTRUCTION CONTRACT AGREEMENT

THIS AGREEMENT made into this________________ day of________________, 20________ by and between the COUNTY OF ERIE, a municipal corporation of the State of New York, hereinafter "County", and __________________________ hereinafter "Contractor".

WITNESSETH as follows

WHEREAS, the County Commissioner of Public Works, hereinafter called "Commissioner", by virtue of the power and authority in him vested did advertise for proposals and bids for:

Replacement of Pavement Road Bridges
Project Number FA 139-RR2-11
PIN 5755.38

Erie County, New York, to furnish all labor, tools, implements and materials that may be requisite and necessary to the execution and completion of the work according to the plans, specifications, profiles and other drawings relating to such work, as approved by the County of Erie and now on file in the Office of the Commissioner, and

WHEREAS, the Contractor did bid for said work in the manner and form as required by said plans and specifications and, being the lowest responsible bidder therefore, was duly awarded the Contract for such work at prices named in the itemized proposal by a resolution of the Erie County Legislature,

NOW THEREFORE, the Contractor, in consideration of the prices so named for the various items of work to be paid for as hereinafter provided, does for itself, its representatives, agents, executors, administrators, successors or assigns, covenant and agree with the County that the Contractor, shall and will at its own proper costs and charges and in conformity with said plans and specifications which are made a part of this Agreement without setting forth same herein, provide all manner and kind of materials, molds, models, cartage, appliances and appurtenances required and of every description necessary for the due and proper performance of this Agreement and the completion of said work to be done under the supervision and direction of the Commissioner, in a good workmanlike manner and in conformity with said plans and specifications without any alteration, deviation, additions, or omissions there from except upon due request and under the written direction of said Commissioner.

The Contractor acknowledges receipt of the Information for Bidders, General and Special Clauses, Specification, Proposal and Plans relating to this Agreement, as well as all issued Addenda thereto, all of which are expressly incorporated in this Agreement as if fully set forth herein.

ARTICLE 1. WORK TO BE DONE

The Contractor shall (a) furnish all labor, materials, appliances, tools and implements of every kind requisite and necessary, and construct and complete in the most substantial and workmanlike manner, the construction, improvement or reconstruction of:

Pavement Road (CR 139) from approximately 0.3 miles North of the intersection of Nichter Road and then northerly approximately 0.4 miles to a point 151± meters (495 feet) south of the intersection of Walden Avenue in the Town of Lancaster.

in the County of Erie, New York as shown in the Plans entitled,

REPLACEMENT OF PAVEMENT ROAD BRIDGES
CR139-RR1 (BIN 3362530) AND CR 139-RR2 (BIN 3362540) PIN 5755.38

and numbered Sheet 1 through Sheet 57, in accordance with the "Standard Specifications of the New York State Department of Transportation" of May 4, 2006 of the New York State Department of Transportation, Design and
Construction Division, including subsequent addendum in effect on the date of advertisement for receipt of bids; the information for bidders; form of proposal; agreement and bonds; general specifications and conditions of contract; materials of construction; and Payment Items; and (b) do everything required by this Agreement (Agreement Documents) as defined herein.

ARTICLE 2. DOCUMENTS FORMING THE CONTRACT

This Agreement (and Agreement Documents) shall be deemed to include the advertisements for proposals and bids; the Contractor's proposal and bid; the Information for Bidders; General and Special Clauses, Specifications relating to this Agreement; this Agreement; the "Standard Specifications" referred to above; the Plans; any addenda to specifications if the same are issued prior to the date of receipt of proposal and bid, and all provisions required by law to be inserted in this Agreement whether actually inserted or not.

ARTICLE 3. EXAMINATION OF DOCUMENTS AND SITE

The Contractor agrees that before making its proposal or bid Contractor has carefully examined the Agreement Documents, together with the site of the proposed work, as well as its surrounding territory, and is fully informed regarding all of the conditions affecting the work to be done and labor and materials to be furnished for the completion of this Agreement, including but not limited to the existence of poles, wires, pipes, ducts, conduits and other facilities and structures of municipal and other public service corporations on, over, under or through the site, and that Contractor's information was secured by personal investigation and research and not from the estimates or records of the Department, and that Contractor will make no claim against the County by reason of estimates, tests or representations of any officer or agent of the County.

ARTICLE 4. DATE OF COMPLETION

The Contractor covenants and agrees to commence the work embraced in this Agreement within ten (10) calendar days of the date hereof, unless the consent of the County, in writing, is given to begin at a later date, and that the Contractor will prosecute the same so that it shall be entirely completed and performed on or before the

Thirtieth (30) day of November, 2012.

It is further understood and agreed by the parties that the time of completion is of the essence of this Agreement. No extension beyond the date of completion fixed by the terms of this Agreement shall be effective unless in writing signed by the Commissioner. Such extension shall be for such time and upon such terms and conditions as shall be fixed by the Commissioner, which may include the assessment of liquidated damages against the Contractor and a charge to the Contractor for engineering and inspection expenses actually incurred upon the work. Notice of application for such extension shall be filed by the Contractor with the Commissioner at least fifteen (15) days prior to the date of completion fixed by the terms of this Agreement.

ARTICLE 5. ALTERATIONS AND OMISSIONS

The work hereunder shall be performed in accordance with the true intent and meaning of the Agreement Documents without any further expense of any nature whatsoever to the County other than the consideration named in this Agreement.

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

ARTICLE 6. NO COLLUSION OR FRAUD

The Contractor hereby agrees to provide all non-collusive bidding certifications required by Section 103-d of the New York General Municipal Law and that the only person or persons interested as principal or principals in the bid or proposal submitted by the Contractor for this Agreement are named therein. The Contractor also agrees that no person other than those mentioned therein has any interest in the above mentioned bid or proposal or in the securing of the award, and that this Agreement has been secured without any connection with any person or persons other than those named, and that the proposal or bid is in all respects fair and was prepared and this Agreement secured without collusion or fraud and that neither any officer nor employee of the County of Erie has or shall have a financial interest in the performance of this Agreement or in the supplies, work or business to which it relates, or in any portion of the profits thereof.

ARTICLE 7. PAYMENT OF ESTIMATES

On the faithful performance of the work of this Agreement and its acceptance by the County, the County hereby agrees to make payments to the Contractor therefore based upon the proposal or bid hereto attached and made a part of this Agreement in the following manner, to wit: the County shall once in each month, on such days as it may fix, make an estimate of the quantity of work done and of material which has been actually put in place in accordance with the terms and conditions of this Agreement, during the preceding month and compute the value thereof and pay to the Contractor all monies due as prescribed by law. If, however, the amount earned by the Contractor in any one month except the month in which the final estimate is rendered should be less than five per cent (5%) of the Agreement amount and in no case less than one thousand dollars ($1,000), no monthly estimate will be given for that month.

ARTICLE 8. CONTRACT BID AMOUNT

The County agrees to pay, and the Contractor agrees to accept, payment for work performed in this Agreement, an amount not to exceed the Contract Bid Amount of _($_).

The Contractor specifically agrees that this Agreement shall be deemed executory only to the extent of the monies available and no liability shall be incurred by the County beyond the monies available for the purposes.

ARTICLE 9. NO ESTIMATE ON CONTRACTOR’S NON COMPLIANCE

It is further agreed that while any lawful or proper direction concerning the work or material given by the Commissioner, or his representative, shall remain in non-compliance, the Contractor shall not be entitled to have any estimate made for the purpose of payment, nor shall any estimate be rendered on account of work done or material furnished until such lawful or proper direction aforesaid has been fully and satisfactorily complied with.

ARTICLE 10. FINAL ACCEPTANCE OF WORK

When in the opinion of the Commissioner, a Contractor has fully performed the work under this Agreement, he shall by letter notify the Contractor of such acceptance, and copies of such acceptance shall be sent to other interested parties.
ARTICLE 11. FINAL PAYMENT

After the final acceptance of the work, the Commissioner shall prepare a final estimate of the work done from actual measurements and computations relating to the same, and he shall compute the value of such work under and according to the terms of this Agreement. This estimate shall be certified as to its accuracy by the Commissioner. All certificates, upon which partial payments have been made being merely estimates, shall be subject to correction in the final certificate or estimate.

ARTICLE 12. RIGHT TO SUSPEND WORK AND CANCEL CONTRACT

It is mutually agreed that if, at any time during the prosecution of the work, the Commissioner shall determine that the work upon this Agreement is not being performed according to this Agreement, or for the best interests of the County, that the Commissioner may suspend or stop the work under this Agreement while it is in progress, and that the Commissioner shall thereupon complete the work in such a manner as will be in accord with this Agreement and the Agreement Documents, plans and specifications and be for the best interests of the County, or he may terminate this Agreement and re-advertise and re-let as provided by law.

Whenever the County determines to suspend or stop work under this Agreement, a written notice sent by mail to the Contractor at his address and to the sureties at their respective addresses, shall be sufficient notice of its action in the premises.

ARTICLE 13. DETERMINATION AS TO VARIANCES

In case of any ambiguity in the plans, specifications or maps, or between any of them the matter must be immediately submitted to the Commissioner, who shall adjust the same, and his decision in relation thereto shall be final and conclusive upon the parties.

ARTICLE 14. DELAYS, INEFFICIENCIES, AND INTERFERENCE

The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interferences in the performance of this Agreement occasioned by any act or omission to act by the County or any of its representatives except as provided in Subsection "B" of this Article. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provisions of Engineering Charges pages 1B 9-10. In the event the Contractor completes the work prior to the contract completion date set forth herein, the Contractor hereby agrees to make no claim for extra costs due to delays, interferences or inefficiencies in the performance of the work except as provided in Subsection "B" of this Article.

A. The Contractor further agrees that Contractor included in Contractor's bid, prices for the various items of the contract any additional costs for delays, inefficiencies, or interferences affecting the performance or scheduling of contract work caused by, or attributable to, the following instances:

1. The work or the presence on the contract site of any third party, including but not limited to that of other contractors or personnel employed by the County, by other public bodies, by railroad, transportation or utility companies or corporations, or by private enterprises, or any delay in progressing such work by any third party.

2. The existence of any facility or appurtenance owned, operated, or maintained by any third party.
3. The act, or failure to act, of any other public or governmental body, including, but not limited to, approvals, permits, restrictions, regulations or ordinances.

4. Restraining orders, injunctions, or judgments issued by a court.

5. Any labor boycott, strike, picketing or similar situation.

6. Any shortages of supplies or materials required by the contract work.

7. Climatic conditions, storms, floods, droughts, tidal waves, fires, hurricanes, earthquakes, landslides, or other catastrophes. However, payment may be made for repairing damage to the work caused by "Occurrences" as provided in Subsection 107-09 of Standard Specifications of the New York State Department of Transportation.

8. Determinations by the Department of Public Works to open certain sections of the project to traffic before completion of the entire contract work.

9. Increases in contract quantities, additional contract work, or extra work or for delays in the review of issuance or orders-on-contract, or shop drawings, or field change sheets. However, payment for performance of extra work will be made pursuant to Subsection 109-05, Paragraph A and Paragraph B.1 only of Standard Specifications of the New York State Department of Transportation.

10. Failure of the County to provide individual rights-of-way parcels for an extended period of time beyond that indicated by this Agreement, if such unavailability, as determined by the Commissioner, does not significantly affect the scheduled completion of this Agreement.

11. Unforeseen or unanticipated surfaces and subsurface conditions.

12. Stop work orders issued by the Engineer, pursuant to Subsection 105-01 of Standard Specifications of the New York State Department of Transportation.

13. Any situation which was, or should have been within, the contemplation of the parties at the time of entering into this Agreement.

B. The Contractor agrees that the only claims he may make for extra compensation caused by delay, inefficiencies, or interference affecting the performance of the scheduling of contract work will be solely limited to those arising out of the following instances:

1. The issuance by the Commissioner of a stop work order relative to a substantial portion of work, which the Commissioner determines to significantly affect the scheduled completion of this Agreement, other than those orders issued pursuant to Subsection 105-01 of Standard Specifications of the New York State Department of Transportation.

2. The unavailability of critical rights-of-way parcels for such an extended period of time beyond that indicated in this Agreement which the Commissioner determines to significantly affect the scheduled completion of this Agreement.

In all of such instances, compensation to be considered will be limited to documented additional direct field costs, including field supervision, escalation of costs for labor, materials, and rental equipment, and for such other related additional costs. In no case will additional costs for home office overhead, idle equipment, profit, or financing be allowed. Failure of the Contractor to adequately progress the completion of the work will be considered in determining whether the foregoing instances are the primary causes of delay. In all of such
instances, for any claim asserted under this section, the Contractor shall keep detailed written records of the costs and agrees to make them available to the Department of Public Works at any time for purposes of audit and review.

Any dispute relating to such claims shall be promptly submitted to the Commissioner in writing and the Commissioner's determination shall be final and binding on the Contractor. Failure by the Contractor to promptly notify the Commissioner in writing or to maintain and furnish cost records of such claims shall constitute a waiver of the claim.

C. The provisions of this Article apply only to claims for extra or additional costs attributable to delays, inefficiencies, or interferences and do not preclude determinations by the Commissioner allowing reimbursement for additional direct costs for extra work pursuant to Subsection 105-14 of Standard Specifications of the New York State Department of Transportation.

ARTICLE 15. INDEMNITY CLAUSE

The Contractor agrees to indemnify and hold harmless the County of Erie, its agents, officers, employees, representatives and successors from and against any and all liabilities, claims, losses, damages, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor or third parties under the direction or control of the Contractor. The Contractor further agrees to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

ARTICLE 16. ASSIGNMENT

The Contractor shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Contractor shall not subcontract any part of the Work without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void.

All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Contractor that for the purposes of this Agreement, all Work performed by a County-approved subcontractor shall be deemed Work performed by the Contractor and the Contractor shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement.

ARTICLE 17. AUTHORIZATION

This Agreement is executed, pursuant to authorization contained in a resolution adopted by the County Legislature of the County of Erie, for Meeting Number 4 held on February 16, 2011 being Communication Number 3E-21, and further approved by the Erie County Fiscal Stability Authority at their meeting of N/A.

ARTICLE 18. SUCCESSORS AND ASSIGNEES

This agreement shall bind the successors, assignees and representatives of the parties hereto.
Article 19. COMPLIANCE WITH LAWS

The Contractor shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those applicable to the Contractor as an employer of labor. The Contractor shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the Work hereunder.

ARTICLE 20. GOVERNING LAW AND SEVERABILITY

This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

ARTICLE 21. HEADINGS

The headings used in this Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Agreement.

IN WITNESS WHEREOF, This agreement has been executed on behalf of the County by the County Executive of Erie County, who has caused the seal of his office to be affixed hereto and the Contractor has duly executed this agreement on the day first above written.

Tenant

By:

COUNTY OF ERIE

By:

County Executive of Erie County

Approved as to Form: Approved as to Content:

Assistant County Attorney

Gerard J. Sentz, P.E.

Charles A. Sickler, P.E.

Document No.:__________ Commissioner of Public Work

Director of Engineering

Date:__________
Acknowledgment of Party of the Contractor (CORPORATE)

State of New York) ss:
County of Erie

On this ______ day of ______________, 20 ______ before me personally came
_________________________ to me known, who being by me duly sworn, did depose and say that he
resides in ____________ that he is the ___________ of the ____________________ the
corporation described in and which executed the foregoing instrument, that he knew the seal of said corporation; that
the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of
said Corporation, and that he signed his name thereto by like order.

_________________________
Notary Public

Acknowledgment of the County

State of New York) ss.
County of Erie

On this ______ day of ____________, 20___, before me, the undersigned, personally appeared
Deputy County Executive, to me personally known to me or proved to me on the basis of satisfactory evidence to be
the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same
in his capacity, and that by his signature on the instrument, the entity or individual upon behalf of which the
individual acted, executed the instrument.

_________________________
Notary Public

C 8
Acknowledgment by CO-PARTNERSHIP contractor

State of New York} ss:
County of Erie} 

On this _____ day of ________________, 20______ before me personally came
_____________________________ to me known and known to me to be the person who executed the
above instrument, who, being duly sworn by me, did for himself depose and say that he is a member of the firm of
consisting of himself and _______________ and that he executed the foregoing instrument in the firm name of
and that he had authority to sign same, and he did acknowledge to me that he executed the same as the act and deed
of said firm of _______________________________ for the uses and purposes
mentioned therein.

_____________________________
Notary Public

Acknowledgment of the County

State of New York} ss.
County of Erie} 

On this _____ day of ________________, 20______, before me, the undersigned, personally appeared
Deputy County Executive, to me personally known to me or proved to me on the basis of satisfactory evidence to be
the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same
in his capacity, and that by his signature on the instrument, the entity or individual upon behalf of which the
individual acted, executed the instrument.

_____________________________
Notary Public

C 8
The following section does not apply to Locally Administered Federal Aid Projects:

ERIE COUNTY MBE/WBE OFFICE

CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

Name of Prime Contractor __________________________ Project Number _________________________

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246, Part II, Section 203 (b), (30 F.R. 12319-25). Any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instructions, such contractor shall be required to submit a compliance report.

CONTRACTOR’S CERTIFICATION

Contractor’s Name _____________________________

Address ______________________________________

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes ______ No ______

2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes ______ No ______

If “Yes” state what reports were filed and with what agency.

4. Bidder has filed all compliance reports due under applicable instructions. Yes ______

5. ______ No ______

6. If answer to item 3 is “No”, please explain in detail on reverse side of this certification. Yes ______ No ______

CERTIFICATION — The information above is true and complete to the best of my knowledge and belief. A willful false statement is punishable by law (U.S. Code, Title 18, Section 1001).

(NAME AND TITLE OF SIGNER — PLEASE TYPE)

(SIGNATURE) ___________________________ (DATE) ___________________________

MBE 1
The following section does not apply to Locally Administered Federal Aid Projects:

BID WILL NOT BE CONSIDERED IF THIS FORM IS NOT SUBMITTED WITH BID AS REQUIRED REGARDLESS OF THE BID AMOUNT.

(1) BID DATE: ________________

TODAY'S DATE: ________________

ERIE COUNTY MINORITY/WOMEN BUSINESS ENTERPRISE
UTILIZATION REPORT – PART A

COMPANY: __________________________________________________________

AUTHORIZED REPRESENTATIVE: _________________________________________

ADDRESS: __________________________________________________________

TELEPHONE: _________________________________________________________

PROJECT NAME: _____________________________________________________

PROJECT NUMBER: ___________________________________________________

List action taken to identify, solicit, and contact Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) to bid on subcontracts for this project.

1. _________________________________________________________________
2. _________________________________________________________________
3. _________________________________________________________________
4. _________________________________________________________________
5. _________________________________________________________________
6. _________________________________________________________________

I. List all bona-fide Minority/Women Business Enterprise, sub-contractors, suppliers, professional personnel, solicited, contracted, or presently negotiating a contract in accordance with the minority business utilization goal set forth by the County of Erie. (Attach additional sheets if necessary).

<table>
<thead>
<tr>
<th>MBE/WBE OWNED FIRMS</th>
<th>SUPPLY/AMOUNT OF</th>
<th>PRIOR CONTRACT</th>
<th>REASON IF CONTRACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: __________________</td>
<td>SERVICE PROPOSAL</td>
<td>EXECUTED</td>
<td>NOT AWARDED</td>
</tr>
<tr>
<td>Address: __________________</td>
<td>IRS #</td>
<td>Yes</td>
<td>No</td>
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<tr>
<td>Telephone No. __________________</td>
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<td>IRS #</td>
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<tr>
<td>Name: __________________</td>
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<td>Yes</td>
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<td>Address: __________________</td>
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<td>Telephone No. __________________</td>
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MBE 2
The following section does not apply to Locally Administered Federal Aid Projects:

BID WILL NOT BE CONSIDERED IF THIS FORM IS NOT SUBMITTED WITH BID AS REQUIRED REGARDLESS OF THE BID AMOUNT.

(2)

REASON IF CONTRACT NOT AWARDED

<table>
<thead>
<tr>
<th>MBE/WBE, OWNED FIRMS</th>
<th>SUPPLY SERVICE</th>
<th>AMOUNT OF PROPOSAL</th>
<th>PRIOR CERTIFICATION</th>
<th>CONTRACT EXECUTED</th>
<th>NAME</th>
<th>ADDRESS</th>
<th>TELEPHONE NO.</th>
<th>IRS #</th>
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<tbody>
<tr>
<td>Name:</td>
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<td>Yes</td>
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<td>Name:</td>
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<td>Address:</td>
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<td>Telephone No.</td>
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</table>

II. Assistance offered by contractor to MBEs/WBEs as to bonding, union requirements, obtaining work capital, etc.

1. 

2. 

3. 

4. 

5. 

6. 

III. Total Dollar Amount to be subcontracted to:

Minority Business Enterprise(s). $_________

Women Business Enterprise(s). $_________

V. Total Amount of Bid. $_________

VI. MBE Percent (%) of project bid. %_________

WBE Percent (%) of project bid. (If applicable) %_________

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

SIGNATURE OF AUTHORIZED REPRESENTATIVE ___________________________ DATE __________

MBE 3
The following section does not apply to Locally Administered Federal Aid Projects:

COUNTY OF ERIE

MINORITY/WOMEN BUSINESS ENTERPRISE UTILIZATION REPORT PART – B

Certification of Expenditures at 30% Completion of Project

CONTRACTOR: ____________________________  CONTRACT NAME: ____________________________

I. List all bona-fide minority/women business enterprises, subcontractors, suppliers, professional personnel, or joint venture firms, with whom you have entered into a binding agreement in accordance with the Minority/Women Business Utilization Goal set forth by the County of Erie. Include minority trucking firms that will be utilized and include an estimated dollar amount. This information must be submitted to the County of Erie when the project is 30% complete.

<table>
<thead>
<tr>
<th>MBE/WBE Owned Firms</th>
<th>Type of Work</th>
<th>Date Contract Executed</th>
<th>Total Expended To Date</th>
<th>Estimated Amount Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
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<td>Address:</td>
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<td>Telephone:</td>
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<tr>
<td>MBE</td>
<td>WBE</td>
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<tr>
<td>IRS #</td>
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</tbody>
</table>

(Use reverse side if more space is needed)

| Name:               |              |                        |                        |                           |
| Address:            |              |                        |                        |                           |
| Telephone:          |              |                        |                        |                           |
| MBE                  | WBE          |                        |                        |                           |
| IRS #               |              |                        |                        |                           |

Erie County reserves the right to require documentation including, but not limited to, cancelled checks to verify these amounts.

II. Total Dollar Amount to be sub-contracted to Minority Business Enterprise(s). $ ____________________________

   Women Business Enterprise(s) $ ____________________________

III. Total Dollar Amount expended to date. $ ____________________________

IV. Total Amount of Bid. $ ____________________________

V. MBE percent (%) of project bid. % ____________________________

   WBE percent % of bid. % ____________________________

I, ____________________________, as an official representative of ____________________________, do hereby certify that the information listed above is correct and complete.

Name: ____________________________  Date: ____________________________

MBE 4
The following section does not apply to Locally Administered Federal Aid Projects:

MINORITY/WOMEN BUSINESS ENTERPRISE UTILIZATION REPORT – PART C
CERTIFICATION OF EXPENDITURES TO MBEs/WBEs

(To be completed by the Prime Contractor and submitted at the 75% payment level)

CONTRACTOR: ___________________________________ CONTRACT: ___________________________________

<table>
<thead>
<tr>
<th>Amount</th>
<th>Part B Contract</th>
<th>Total Expended</th>
<th>Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>MBEs</td>
<td>Amount or Estimate</td>
<td>To Date</td>
<td>Remaining</td>
</tr>
<tr>
<td>WBEs</td>
<td></td>
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</table>

Erie County reserves the right to require documentation, including, but not limited to, cancelled 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

MBE 5
The following section does not apply to Locally Administered Federal Aid Projects:

MINORITY BUSINESS ENTERPRISE UTILIZATION REPORT – PART D
FINAL CERTIFICATION OF EXPENDITURES TO MBEs/WBEs
(To be completed by the prime contractor and submitted when contract is complete)

Erie County reserves the right to require documentation, including, but not limited to, cancelled checks to verify these amounts.

<table>
<thead>
<tr>
<th>CONTRACTOR:</th>
<th>CONTRACT:</th>
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<tr>
<th>MBE</th>
<th>TOTAL AMOUNT EXPENDED</th>
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<tr>
<th>WBE</th>
<th>TOTAL AMOUNT EXPENDED</th>
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| TOTAL OF ALL MBE SUBCONTRACTS | $ ___________________ |
| TOTAL OF ALL WBE SUBCONTRACTS (if applicable) | $ ___________________ |
| AMOUNT OF CONTRACT (PRIME) | $ ___________________ |
| FINAL MBE PERCENTAGE | % ___________________ |
| FINAL WBE PERCENTAGE (if applicable) | % ___________________ |

I, ____________________________, as an official representative of ____________________________, do hereby certify that the information listed above is correct and complete.

<table>
<thead>
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<th>NAME</th>
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<th>DATE</th>
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MBE 6
The following section does not apply to Locally Administered Federal Aid Projects:

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/women's business enterprises bids could be solicited; and

2. The total percentage of the bid which could be subcontracted in trades, professions, supplies, etc. for which minority business enterprises bids could be solicited is less than 10% for MBE's and/or 2% for WBE's.

A waiver as provided for by Erie County Local Law, is hereby requested on the ground that there are no/insufficient (circle the appropriate term) minority/women's business enterprise in the market area of this project which do subcontracting in the following field (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