PROJECT MANUAL

# SHERIFF'S MAINTENANCE GARAGE SEWER LATERAL

## Erie County

11494 Walden Ave
Alden, NY,14004

**DATE: November 10, 2026**

PROJECT #: 2026-852-02

**BID DATE: December 10, 2026**

**MARK C. POLONCARZ**
COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER

WILLIAM E. GEARY
COMMISSIONER OF PUBLIC WORKS

STATE OF NEW YORK
VICTOR J. O'BRIEN
075818
LICENSED PROFESSIONAL ENGINEER

Prepared by:
C&S Engineers, Inc.
141 Elm Street, Suite 100.
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ERIE COUNTY DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER

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COUNTY OF ERIE
NOTICE TO BIDDERS
SHERIFF'S MAINTENANCE GARAGE SEWER LATERAL
ECDPW PROJECT NO. (2026-852-02)

Sealed bids for work at the above County facility will be received by the County's Commissioner of Public Works in Suite 1400 of the Rath County Office Building, 95 Franklin Street, Buffalo, New York 14202 until 10:30 AM local time on December 10th, 2026; at which time they will be opened and read aloud.

The bidding documents, specifications, and drawings may be downloaded from the Erie.gov website http://www.erie.gov/dpw/, ON-LINE BID RETRIEVAL, or examined at the following offices:

Erie County Department of Public Works
Office of the Commissioner
Rath County Office Building
95 Franklin Street, Suite 1400
Buffalo, NY 14202

Construction Exchange of Buffalo & WNY
2660 William Street
Cheektowaga, NY 14227
http://www.conexbuff.com/

**Bids will not be accepted unless the bid package is downloaded directly from www.erie.gov/dpw so that contact information is captured by ECDPW for bid addenda and communication.**

A Pre-Bid Conference/Site visit will be held at 10:30am on November 18th, 2026. Contractors are to convene at the project site (11494 Walden Ave, Alden NY, 14004) to review the scope of the project and respond to questions from the bidders.

Each proposal must be accompanied by a Bid Bond of five percent (5%) of the amount of the bid payable unconditionally to the County of Erie.

The Contractor's attention is drawn to the provisions in the General Conditions establishing a Minority/Women Business Utilization requirement for this project. Contractors are advised that by submitting a signed and sealed bid proposal they are agreeing and committing to the WBE/MBE requirements contained in this project.

The Contractor's attention is further drawn to requirements for Contractor's participation in a New York State Certified Apprenticeship Training Program. **In addition, the Contractor shall be advised that provisions set forth by Erie County Executive Order #18 ("EO #18") may apply.**

Attention of bidders is called to the fact that if a prospective bidder is not registered as a bidder with the Office of the Commissioner of Public Works by virtue of his/her downloading of the bidding documents, then notices of contract addenda or other significant matters related to the contract proposal or bid will not be communicated to said prospective bidder.

The County of Erie reserves the right to reject any or all bids and waive any informality.

WILLIAM E. GEARY
Commissioner of Public Works
Rath County Office Building
95 Franklin Street, Suite 1400
Buffalo, NY 14202

DATED: November 10th, 2026

# INFORMATION FOR BIDDERS

## 1. THE PROJECT CONSISTS OF:

A. General Construction Work, including but not limited to, the installation of approximately 930 linear feet of PVC sanitary sewer and associated cleanouts, removal and/or abandonment of the existing sanitary sewer lateral, miscellaneous site demolition, and site restoration (concrete, asphalt, turf, etc.).

## 2. RECEIPT AND OPENING OF PROPOSALS

A. Sealed bids for the project (separately submitted based on the above type of construction work) will be received by the Department of Public Works, Office of the Commissioner, 14th Floor, Rath County Office Building, 95 Franklin Street, Buffalo NY 14202 until 10:30 AM local time on December 10th, 2026 at which time they will be publicly opened and read aloud.

## 3. ARCHITECT/ENGINEER

A. For the purpose of this contract, the Engineer as defined in the General Conditions, shall be: C&S Engineers, Inc.

B. Direct all inquiries concerning these documents to:

Name: Michaela Ott, E.I.T.

Address: 141 Elm Street, Suite 100, Buffalo, NY 14203

Phone: (716) 955-3029

E-Mail: mott@cscos.com

## 4. SITE VISITATION / PRE-BID CONFERENCE

A. A Pre-Bid Conference will be held at 10:30 AM on November 18th, 2026 at the project site to review the scope of the project and respond to any questions from bidders.

B. Prospective Bidders shall assemble promptly on the date indicated at the project site located at 11494 Walden Ave, Alden NY, 14004.

## 5. PREPARATION OF PROPOSALS

A. Submit proposal on the enclosed form. Enclose in sealed envelope bearing the title of the work and the name of the Bidder. Bidders shall submit all of the following to be considered :

1) Proposal Form, included herein, inclusive of the following:

1) Base Bid Price

a) The Base Bid Price is inclusive of any associated allowances for a given Contract within the Project. If allowances are associated with the Project, note that the contractor is to include an overhead and profit markup for the entirety of a Lump-Sum Allowance. See Specification 012100 – Allowances included in the Project Manual for more information.

2) Completion Time

3) Alternate Pricing (if applicable)

4) Unit Pricing (if applicable)

5) Substitutions (if applicable)

6) Acknowledgement of all Addenda

7) Non-Collusive Bidding Certificate

8) Company information with Owner Signature

9) Apprenticeship Certification (if applicable; see the proposal form and Section 10 of the General Conditions for more information)

10) Contractors Own Workforce – See Section 3.18 of the General Conditions for more information

11) Equal Pay Certification - See Sections 8.04 and 8.07 of the General Conditions for more information

12) Erie County Executive Order #18 Attestation and Statement of Workforce (if applicable; See the proposal form and Section 8.08 of the General Conditions for more information)

13) Drug and Alcohol Testing Compliance Form

2) Experience Questionnaire conforming to the New York Vendor Responsibility Questionnaire For-Profit Construction (Form CCA-2) as included within the project manual.

1) **NOTE** – Failure to submit the competed Responsibility Questionnaire referenced above with the sealed bid proposal shall render the bid non-responsive and the bid shall not be considered in accordance with Erie County Local Law 2-2021.

a) See Appendix D for the fill version of Local Law 2-2021.

2) Form CCA-2 is to be provided with the sealed bid proposal in its entirety, inclusive of Attachments A and B.

a) **Attachment C titled 'FINANCIAL INFORMATION' will only be required to be provided by the awarded contractor, prior to final contract execution, at the request of the County.** Failure to project Attachment C at the request of the County may result in termination or cancelled execution of the contract associated with a given Project.

3) If the contractor is already enrolled in the New York State's VendRep system, the contractor is permitted to print out their packet from the State's system, in its entirety inclusive of Attachments A and B, to provide within their respective sealed bid proposal submission.

4) All documents related to the CCA-2 Questionnaire can be found in the front end of the project manual and can also be found at the link below

https://www.osc.state.ny.us/state-vendors/vendrep/profit-construction-questionnaire-cca-2

3) Erie County Minority/Women Business Enterprise & Service-Disabled Veteran Owned Business Utilization Report – Part A included herein (if applicable; See the proposal form and Section 8.06 of the General Conditions for more information).

4) Bid Bond in an amount not less than five percent (5%) of the base bid.

B. In case of a difference between the stipulated amount of the proposal written in words and the stipulated amount written in figures, the stipulated amount stated in written words shall govern.

C. Proposals shall not contain any recapitulations of the work to be done. Alternate proposals will not be considered unless called for. Oral proposals or modifications will not be considered.

D. Any Bidder may withdraw their proposal, either personally or by fax or written request, at any time prior to the scheduled closing time for receipt of proposals.

E. All proposal forms submitted by a bidder requiring a bidder's signature must bear an original signature signed in ink. Proposals submitted without original signatures will be rejected.

## 6. AWARD OR REJECTION

A. The Contract for each phase of the work will be awarded to the lowest qualified responsible Bidder. The Owner reserves the right to reject any or all proposals or to waive any informality. All proposals shall be good for 90 days from date of opening.

1) For the purposes of bidding and planning when the work can begin, the Notice To Proceed can expect to be issued within 90 days of the bid opening and therefore all work specified within a given contract shall be planned accordingly by the lowest responsible bidder to commence without delay or extra compensation from the County within that timeframe. Once the Notice To Proceed is issued, the contractor is responsible for completing the work within the specified completion time on the bid proposal by the contractor, unless otherwise approved by the County.

B. For the purpose of determining the lowest responsible bidder, the County shall compare all base bids plus any add or any deduct Alternate Bid items. Unit prices set forth in the proposal shall not be considered in determining the lowest responsible bidder.

C. The County reserves the right to accept or reject any and all Alternate Bid Items in any order. The low-bidder will be determined based on the base scope of work and the alternates selected by the Owner, if applicable.

D. The County reserves the right to deem a contractor "Non-responsible" in accordance with Erie County Local Law No. 2-2021

## 7. INTERPRETATION OF DOCUMENTS

A. If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the Drawings, Specifications or other Contract Documents, or finds discrepancies in or omissions from the Drawings or Specifications, he may submit to the Architect - Engineer a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be made only by Addendum duly issued and a copy of the Addendum will be forwarded to each person receiving a set of the Contract Documents. Neither the Owner nor the Architect - Engineer will be responsible for any other explanations or interpretations of the Contract Documents.

## 8. ADDENDA

A. Any Addenda issued during the time of bidding shall be covered in the proposal, and shall be made a part of the Contract Documents. Receipt of each Addendum shall be acknowledged in the proposal.

B. A final addendum will be issued no later than December 4th, 2026. Requests for interpretation or correction (RFI) shall be submitted to the Architect no later than 5:00 PM on November 24th, 2026.

## 9. BID BOND

A. Each proposal must be accompanied by a Bid Bond in form similar to American Institute of Architects Document No. A-310 in an amount not less than five percent (5%) of the base bid.

B. Should the Bidder, if awarded the Contract, fail to execute the Agreement within five (5) days in accordance with the proposal and other Contract Documents the Bid Bond amount shall be forfeited to the Owner as liquidated damages caused by such failures.

## 10. PERFORMANCE AND LABOR AND MATERIAL PAYMENT BOND

A. The bidder or bidders whose proposal is accepted shall furnish a Performance and Labor and Materials Payment Bond to the County of Erie in the penal amount of 100% of the contract price, if the contract is based upon a time and material price, or 100% of the estimated cost if the contract is based upon a unit price, such bond to be duly executed by the bidder as principal and by a duly incorporated company authorized to guarantee the performance of contracts and to do business in the State of New York, as surety. The Bond shall be on a form approved by the County Attorney, a copy of which is included herein.

## 11. QUALIFICATIONS OF BIDDERS

A. The Bidder shall submit all documents as described in Section 5 above.

B. All prospective bidders are hereby notified that they must be able to 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, ample financial resources, 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.

C. At the request of the Owner, within forty-eight hours (48) after the opening of the proposals, the lowest three bidders, if requested, must submit, in duplicate, to the Owner a current financial statement certified to be true and correct by a certified public accountant or an officer or principal of the bidder.

D. 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 sub-contractors, capital stock of the contractor, and similar items, as liquid assets available for the work to be performed under the contract.

E. 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 25 percent of the amount of the proposed contract.

F. 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.

G. 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 their proposal is either adequate or suitable for the satisfactory performance of the work.

## 12. ACKNOWLEDGEMENTS

A. All acknowledgements of Contractor and Owner, Principal and Surety shall be subject to the approval of the Erie County Attorney, State of New York.

## 13. EQUIVALENT MATERIAL OR EQUIPMENT

A. Whenever a specific material or equipment item is named in the plans or specifications, the Contractor shall furnish the material or equipment thus named, unless: (1) in the Bid, the contractor names another item which he proposes as the full equivalent of the named item, and in executing the Contract the Owner accepts such substitution; or (2) the Owner subsequently approves a substitution during the course of project construction by Change Order.

## 14. LIST OF PROPOSED SUBCONTRACTORS

A. The low bidder, or three low bidders if requested, shall submit a complete list of sub-contractors he proposes to use not later than 48 hours after receipt of bid proposals.

B. Sub-contractor list shall be delivered to the Architect with a copy for the Owner.

C. Execution of the Contract by the Owner without objection to any name on said list shall constitute an acceptance of the same. Should the Owner request that a different sub-contractor be proposed for any phase of the work, the bidder shall comply with such requests until a sub-contractor acceptable to the Owner is proposed. No sub-contractor approved by the Owner may be replaced unless replacement is approved by the Owner.

## 15. NON-COLLUSIVE BIDDING CERTIFICATE

A. Attention of all bidders is called to provisions of State Law requiring the bid itself to contain a certificate that there has been no collusion in the preparation or submittal of such bid. (See pertinent portion of Proposal Form.)

## 16. SALES TAX EXEMPTION

A. The Owner is an exempt organization under the Tax 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.

1. Section 115 (a) (15) of the Tax Law provides that tangible personal property sold to a Contractor for use in erecting a structure or building for an exempt organization is exempt from the Sales and Compensating Use Tax of the State of New York and of cities and counties of the State provided such tangible personal property is to become an integral component part of such structure, building, or real property.

2. There is no exemption from the Sales or Use Tax on sales or charges to a Contractor or sub-contractor for the purchase or lease of supplies, machinery, equipment, tools, services, etc., used or consumed in the completion of the Contract. The Contractor and its sub-contractors shall be responsible for and pay any and all applicable taxes including Sales and Compensating Use Taxes on such items.

## 17. BIDDING DOCUMENTS

A. Drawings, Specifications and other Bidding Documents must be downloaded from the Erie.gov website http://www.erie.gov/dpw/, 'Bids, RFPs, RFQs' then select 'Bid Documents', unless stated otherwise in the Notice to Bidders. Electronic pdf files of the Bid Documents will be available for each Prime Contract Bidder for purposes of preparing a bona fide Proposal.

## 18. EXISTING CONDITIONS

A. It shall be the responsibility of each and every bidder to thoroughly investigate all existing conditions and he shall acquaint themselves with existing conditions, insofar as it may affect their work and/or bidding.

B. The Bidder, before submitting a proposal, shall satisfy themselves fully as to the work called for on the Contract Documents, and to the working conditions and condition of the site, including the existence of other facilities and/or structures on, over or under the site which may interfere with, or make more difficult, the performance of the Contract.

C. The signature of the Bidder upon the proposal form shall constitute a certification to the Owner that such Bidder is fully informed regarding all the conditions affecting the work to be done, that such information was secured by personal investigation and that such Bidder accepts full responsibility for their bid.

D. If a Bidder should encounter any condition not provided for in the Contract Documents that will affect their bid or the performance of their contract obligations, should he be the successful bidder, he shall notify the Architect, in writing, at least five (5) days prior to opening of bids.

## 19. WAGE RATES

A. It is hereby agreed by the parties to this contract that all laborers, workmen and mechanics employed on the work done in performance of said contract shall be paid not less than the rate of wages listed on the current prevailing rate schedule issued by the New York State Department of Labor for the trade or occupation of such laborer, workmen, or mechanics, and any supplements thereto.

B. The wage rates and supplemental benefits to be paid such laborer, workmen or mechanics shall always be those prevailing at the time the work is being performed.

C. A copy of the current "Prevailing Rate Schedule" is attached hereto for convenience. The wage rates and supplemental benefits listed thereon are subject to change and may be superseded by any schedule hereafter issued by the New York State Department of Labor. Any such revised schedules shall be attached hereto and become a part of this contract, but this will in no way alter the contract amount or any provisions of said contract.

D. It is the responsibility of the Contractor to remain familiar with the currently applicable schedule.

E. Should the Contractor employ laborers, workmen or mechanics engaged in any trade for which a wage rate is not stipulated in the attached schedule, or any supplements thereto, he shall obtain the appropriate wage rate from the New York State Department of Labor before employing the laborer, workman or mechanic.

F. Section 220-a of the New York State Labor Law requires the Contractor and each of its sub-contractors to place on file with the Owner, certificates relating to the final payment of wages and supplements for Labors on this Project. Samples of the required certificates immediately follow this section and are designated as PICC-1 (Sub-contractor Certification) and PICC-2 (Prime Contractor Certification, pages 1 & 2). The Contractor and each of its sub-contractors acknowledge that no final payment can be made to the Contractor unless the necessary certifications, properly executed, accompany the final payment request.

G. If a Contractor or sub-contractor has had one final determination by the New York State Department of Labor that it willfully failed to pay or provide the prevailing rate of wages or supplements to its employees, the contractor or sub-contractor will be ineligible to tender a bid.

## 20. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA)

A. It is the contractor responsibility to submit proof of OSHA 10 certification for all employees performing work on a job site associated with the Project. OSHA 10 certification can be submitted through the LCPtracker software system.

## 21. DRUG & ALCOHOL TESTING PROGRAM COMPLIANCE

A. Due to the safety-sensitive nature of the work that Commercial Driver Licensed (CDL) employees may perform on this project, the low bidder, if requested, shall submit acknowledgment of Drug and Alcohol Testing Compliance Form DA-1 included herein within three (3) days after receipt of proposals.

END OF SECTION (see attachment)

## ATTACHMENT

1. Erie County Local Law 2-2021 – MWBE Goals
2. Erie County Local Law 3-2023 – SDVOB Goals

New York State Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231-0001
www.dos.ny.gov

# Local Law Filing

**(Use this form to file a local law with the Secretary of State.)**

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

☑ **County** ☐ **City** ☐ **Town** ☐ **Village**
*(Select one:)*

**of** Erie

**Local Law No.** 2 **of the year 20**21

**A local law** updating and reforming Erie County's Requirements for
*(Insert Title)*
Lowest Responsible Bidding on County Construction Projects and
Repealing and Replacing Local Law 1-2009 in its entirety.

**Be it enacted by the** Erie County Legislature **of the**
*(Name of Legislative Body)*

☑ **County** ☐ **City** ☐ **Town** ☐ **Village**
*(Select one:)*

**of** Erie **as follows:**

Section 1. Legislative Intent.

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

A. New York General Municipal Law Section 103 requires that all contracts entered into by the County of Erie for public work involving an expenditure of more than thirty-five thousand dollars ($35,000) shall be awarded to the lowest responsible bidder.

B. Taxpayers have a strong interest in an effective screening process to ensure that appropriate contractors be awarded public works contracts. A thorough evaluation process ensures that the taxpayers get a proper return on their investment and that qualified contractors are awarded bids.

**(If additional space is needed, attach pages the same size as this sheet, and number each.)**

C. General Municipal Law § 103(15)(a) recognizes the need for this process and provides that municipalities, such as the County of Erie, may establish guidelines governing the qualifications of bidders seeking to bid or enter into such contracts.

D. By enacting this Local Law, the County of Erie seeks to establish such guidelines in order to assure the prudent and economical use of public moneys for the benefit of all the inhabitants of the County.

**Section 2. Short Title.**

This Local Law shall be known as "the Erie County Lowest Responsible Bidder Law".

**Section 3. Applicability.**

This Local Law shall apply to County of Erie construction projects, defined herein, in excess of $35,000 and advertised for bids on or after the effective date of this Local Law.

**Section 4. Definitions.**

A. "The County of Erie" or "County" as used herein shall include the political subdivision known as the County of Erie as well as those County Departments responsible for letting public works contracts.

B. "Bidder" or "bidders" as used herein shall include individuals, companies, partnerships or other entities that respond to requests for bids issued by the County of Erie.

C. "Construction Projects" as used herein shall mean projects with a value in excess of $35,000 where the County of Erie 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 the County of Erie funds directly, projects that the County of Erie 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 the County of Erie government; and construction projects built under the County of Erie's direction and later paid for with County of Erie funds.

D. "Commissioner" as used herein shall mean the Commissioner of the County of Erie Department that is requesting bids and/or his or her designee.

E. "Responsible" or "responsibility" as used herein means the financial ability, legal capacity, integrity, past performance of a business entity and compliance with applicable laws and regulations and as such terms have been interpreted relative to public procurements.

F. "Responsive" as used herein means a bidder meeting the minimum specifications or requirements as prescribed in the request for bids.

G. "Responsibility Questionnaire" shall mean the current the New York Vendor Responsibility Questionnaire For-Profit Construction (CCA-2), as maintained by the New York Office of the State Comptroller, and as may be amended from time to time, which requires all bidders to answer questions demonstrating their financial ability, legal capacity, integrity, past performance on municipal contracts and compliance with applicable laws and regulations. Such Questionnaire shall be affirmed by a principal of the bidder.

**Section 5. Requirements.**

A. By submitting bids in response to solicitations from the County of Erie, all bidders and sub-bidders (including sub-sub bidders) for construction projects funded by the County of Erie, acknowledge the terms and conditions of this Local Law and agree that they shall comply with the obligations of this Local Law.

B. In addition to the bid response, all bidders shall complete and submit a Responsibility Questionnaire as defined in Section 4 so that the County can evaluate the financial responsibility and organizational capacity of the bidder; the bidder's legal authority to do business in this County and State; the integrity of the owners, officers, principals, members and contract managers and the past performance of the bidder on prior municipal or public contracts. The completed Responsibility Questionnaire must be submitted with the bid.

C. Failure to submit the completed Responsibility Questionnaire with the bid documents shall render the bid non-responsive and the bid shall not be considered by the Commissioner.

**Section 6. Procedure.**

A. Bids for construction projects to which this Local Law applies shall be advertised in accordance with the requirements of the General Municipal Law and other applicable State and Local Laws. Such advertisement shall set forth the request for bids and shall set forth the deadline for submission and the time and place of the public opening of the bids.

B. The Commissioner, or his or her designee, shall distribute to all bidders a copy of this Local Law and the Responsibility Questionnaire referenced above. Distribution of the aforementioned documents shall be deemed effectuated when delivered in the same manner as the request for bids and any associated documents. The submission of a bid shall establish that the bidder received all necessary documents, including but not limited to, the Responsibility Questionnaire.

C. Only Bids accompanied by the Responsibility Questionnaire and all other necessary documentation will be considered by the Commissioner and or his or her designee.

D. All bids received shall be publicly opened and read at the time and place so specified in the advertisement for bids and the identity of all bidders shall be publicly disclosed at the time and place so specified. The apparent lowest bidder shall be announced at that time.

E. Commencing on the date of the bid opening and lasting for ten (10) calendar days thereafter, there shall be a public comment period during which members of the public may submit information relative to any such bidder to the Commissioner. The Commissioner shall acknowledge receipt of such information, and provide a written response prior to the final determination of bidder responsibility.

F. After review of the bid documents, the information collected pursuant to this and other Local Laws, New York State Law, applicable rules and regulations, consideration of the information provided in the Responsibility Questionnaire and of the financial ability, legal capacity, integrity, past performance of the bidder and compliance with applicable laws and regulations, the Commissioner shall determine if the apparent lowest bidder is responsible.

H. If the amount of the lowest responsible bidder appears disproportionately low when compared with estimates undertaken by or on behalf of the County of Erie, and/or compared to other bids submitted (10% or greater disparity), the County reserves the right to inquire further of the apparent lowest bidder to determine whether the bid contains mathematical errors, omissions and/or erroneous assumptions, and whether the apparent lowest bidder has the capability to perform and complete the contract for the bid amount.

I. If the apparent lowest bidder is deemed responsible by the Commissioner, such low bidder will be notified, as soon as is practicable.

J. At least five (5) business days prior to the award of the contract to the low bidder, the Commissioner shall post on the Erie County Website a listing of the three apparent lowest bidders for the work.

**Section 7. Non-Responsibility Determination.**

A. If, after review of the bid documents, the information collected pursuant to this and other Local Laws, New York State Law, applicable rules and regulations, consideration of the information provided in the Responsibility Questionnaire and of the financial ability, legal capacity, integrity, past performance of the bidder and compliance with applicable laws and regulations, the Commissioner makes a provisional determination that the apparent lowest bidder is deemed not to be responsible, the provisions of subdivisions C-E herein shall apply.

B. In the event the bidder is found to have falsified information on a submitted Responsibility Questionnaire or if the bidder fails to properly disclose information that would call into question the financial ability, legal capacity, integrity, or past performance of the business entity, the Commissioner shall make a provisional determination that the bidder is not responsible subject to the provisions of subdivisions C-E herein.

C. Not less than five (5) business days prior to any final determination that the apparent lowest bidder is not responsible, the County shall notify the affected bidder of the same, in writing, stating the reasons therefore and setting forth a time, date and place for the apparent lowest bidder to appear and be heard on the issue of non-responsibility. Mailing via first class mail to the address provided by bidder shall constitute sufficient service of the notice.

D. At the date, time and place set forth above, the bidder may appear in person, with or without counsel or via affidavit. After due consideration, the Commissioner shall make a determination with regard to responsibility. Such determination may be appealed pursuant to the CPLR.

E. If the apparent lowest bidder is deemed not to be responsible, then the next lowest bidder will be reviewed and so on until the lowest bidder is deemed responsible and selected as the lowest responsible bidder. The Commissioner reserves the right to award the contract to the bidder determined to be the lowest responsible bidder or to reject all bids and rebid the contract in accordance with the General Municipal Law.

**Section 8. Ongoing Responsibility.**

A. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

B. Any resident of Erie County who has reason to believe that an awarded contractor is not responsible, may submit to the Commissioner evidence as to why the contractor or subcontractor is not responsible. The Commissioner shall acknowledge receipt of such evidence, and provide a written response within fifteen (15) calendar days.

C. The Commissioner may, upon receipt of such information, conduct a further investigation into whether or not the contractor is responsible and prior to making any determination of non-responsibility shall proceed in accordance with the process set forth in Section 7 above.

**Section 9. Sanctions.**

A. Any contractor or subcontractor, its alter ego or control group, or principal officer who has, after the opportunity to be heard as set forth above, been determined by the Commissioner to be non-responsible, shall be barred from bidding on contracts for the County of Erie for a period of six months for the first violation. In the event the bidder subsequently fails to comply with the provisions of this Local Law on future bids, it may be subject to additional penalties, including prohibition against work on County contracts for three years for the second violation, and permanently for the third violation.

**Section 10. Emergency.**

A. Notwithstanding the provisions of this Local Law, in the case of a public emergency arising out of an accident or any other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property or the life, health, safety or property of the inhabitants of the County of Erie, which requires immediate action which cannot await competitive bidding or competitive offering, contracts for public work may be let by the appropriate officer, board or agency of the County of Erie without competitive bidding and as it otherwise deems appropriate.

**Section 11. 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 12. Effective Date.**

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.

**Sponsors:**

Timothy Meyers
April N.M. Baskin
Howard Johnson

**(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)**

**1. (Final adoption by local legislative body only.)**

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, in accordance with the applicable provisions of law.
*(Name of Legislative Body)*

**2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)**

I hereby certify that the local law annexed hereto, designated as local law No. 2 of 20 21 of the (County) [redacted] of Erie was duly passed by the Erie County Legislature on February 4 2021, and was (approved)(~~not approved~~)
*(Name of Legislative Body)*

(~~repassed after disapproval~~) by the Eric County Executive and was deemed duly adopted
*(Elective Chief Executive Officer*)*

on March 1 20 2 1, in accordance w ith the applicable provisions of law.

**3. (Final adoption by referendum.)**

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)
*(Name of Legislative Body)*

(repassed after disapproval) by the _____ on _____ 20____.
*(Elective Chief Executive Officer*)*

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____, in accordance with the applicable provisions of law.

**4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)**

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)
*(Name of Legislative Body)*

(repassed after disapproval) by the _____ on _____ 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.
*(Elective Chief Executive Officer*)*

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

**5. (City local law concerning Charter revision proposed by petition.)**
I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20____, became operative.

**6. (County local law concerning adoption of Charter.)**
I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the County of _____State of New York, having been submitted to the electors at the General Election of November _____ 20____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

**(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)**
I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 2 above.

_____
Clerk of the county legislative body, City, Town or Village Clerk or officer designated by local legislative body

*(Seal)*

Date: March 2, 2021

A Public Hearing was held on the foregoing **Local Law Intro. No. 7-1-2020** on **February 23, 2021** due notice thereof having been published in the official newspapers of the County of Erie designated for this purpose, and after due deliberation thereon, I, MARK C. POLONCARZ, County Executive of Erie County, do hereby APPROVE and SIGN said Local Law this 1 day of March, 2021.

Mark C. Poloncarz

A Public Hearing was held on the foregoing Local Law Intro. **No. 7-1-2020** on **February 23, 2021** due notice thereof having been published in the official newspapers of the County of Erie designated for this purpose, and after due deliberation thereon, I, MARK C. POLONCARZ, County Executive of Erie County, do hereby DISAPPROVE and VETO said Local Law this ____ day of _____, 2021.

_____
Mark C. Poloncarz

New York State Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231-0001
www.dos.ny.gov

# Local Law Filing

**(Use this form to file a local law with the Secretary of State.)**

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

☑ **County** ☐ **City** ☐ **Town** ☐ **Village**
*(Select one:)*

**of** Erie

**Local Law No.** 3 **of the year 20** 23

**A local law** *(Insert Title)* in relation to ensuring that service-disabled veterans have greater participation in Erie County contracts.

**Be it enacted by the** Erie County Legislature *(Name of Legislative Body)* **of the**

☑ **County** ☐ **City** ☐ **Town** ☐ **Village**
*(Select one:)*

**of** Erie **as follows:**

SECTION 1. LEGISLATIVE INTENT

Erie County is home to many men and women who have faithfully served their country as members of military and national guard, some of whom became disabled during their service. It is the intent of the Erie County Legislature to honor this service and sacrifice for our nation by promoting and encouraging the continued economic development of service-disabled veteran-owned businesses by ensuring greater participation in County contracts.

**(If additional space is needed, attach pages the same size as this sheet, and number each.)**

SECTION 2. DEFINITIONS

The following terms shall have the meanings indicated:

1. "State-Certified Business" shall mean a business that is a certified service-disabled veteran-owned business under the New York State Service-Disabled Veteran-Owned Business Act.

2. "Departments and Offices" shall mean

   a) Any County department; or

   b) Any division, office or bureau of any County department, or Erie County Community College; or

   c) A board, a majority of whose members are appointed by the County Executive or who serve by virtue of being County officers or employees.

SECTION 3. OUTREACH

The Erie County Office of Equal Employment Opportunity (the "EEO") shall be responsible for outreach to State Certified Businesses in order to encourage participation in public contract bidding opportunities.
The EEO shall maintain a data base of all State-Certified Businesses.

SECTION 4. PARTICIPATION

All Departments and Offices of Erie County shall make good faith efforts to ensure State-Certified Businesses have greater participation in County contracts by aiming for at least a six percent participation rate of State-Certified Businesses on County contracts.

SECTION 5. RECORDS

All Departments and Offices of Erie County shall maintain documents reflecting the good faith efforts made by their Department.

SECTION 6. SEVERABILITY

If any clause, sentence, paragraph, subdivision, section or part of the 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 4. EFFECTIVE DATE

This Local Law shall take effect upon filing with the New York Secretary of State.

**Sponsors:**
John Gilmour

**(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)**

**1. (Final adoption by local legislative body only.)**

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, in accordance with the applicable *(Name of Legislative Body)* provisions of law.

**2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)**

I hereby certify that the local law annexed hereto, designated as local law No. of 20 23 of the (County)(~~City~~)(~~Town~~)(~~Village~~) of Erie was duly passed by the Erie County Legislature on June 8 2023, and was (approved)(~~not approved~~) *(Name of Legislative Body)*

(~~repassed after disapproval~~) by the Erie County Executive and was deemed duly adopted *(Elective Chief Executive Officer*)*

on June 26 20 2 3, in accordance w ith the applicable provisions of law.

**3. (Final adoption by referendum.)**

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) *(Name of Legislative Body)*

(repassed after disapproval) by the _____ on _____ 20____. *(Elective Chief Executive Officer*)*

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____, in accordance with the applicable provisions of law.

**4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)**

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) *(Name of Legislative Body)*

(repassed after disapproval) by the _____ on _____ 20____. Such local *(Elective Chief Executive Officer*)*

law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

**5. (City local law concerning Charter revision proposed by petition.)**
I hereby certify that the local law annexed hereto, designated as local law No._____ of 20____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20____ , became operative.

**6. (County local law concerning adoption of Charter.)**
I hereby certify that the local law annexed hereto, designated as local law No._____ of 20____ of the County of _____State of New York, having been submitted to the electors at the General Election of November _____ 20____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

**(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)**
I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 2 above.

_____
Clerk of the county legislative body, City, Town or Village Clerk or officer designated by local legislative body

*(Seal)*

Date: _____

A Public Hearing was held on the foregoing **Local Law Intro. No. 5-1-2023** on May 31, **2023** due notice thereof having been published in the official newspapers of the County of Erie designated for this purpose, and after due deliberation thereon, I, MARK C. POLONCARZ, County Executive of Erie County, do hereby APPROVE and SIGN said Local Law this 26 day of **June, 2023**.

Mark C. Poloncarz

A Public Hearing was held on the foregoing **Local Law Intro. No. 5-1-2023** on _____, **2023** due notice thereof having been published in the official newspapers of the County of Erie designated for this purpose, and after due deliberation thereon, I, MARK C. POLONCARZ, County Executive of Erie County, do hereby DISAPPROVE and VETO said Local Law this ____ day of **June, 2023.**

Mark C. Poloncarz

# PREVAILING WAGE RATES

# Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

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

### Classification

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

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

### Contractor Registry (LL 220-I)

Labor Law Section 220-i requires that contractors obtain a Contractor Registry certificate of registration prior to bidding on or commencing work on a public or private project subject to prevailing wage requirements. Subcontractors also are prohibited from commencing work on covered employment unless they have received a Contractor Registry certificate. Contractors are required to submit their Certificate of Registration with their bid materials. A public database is available online to confirm registration at data.ny.gov to confirm registration validity. For additional information on how to register and the requirements, visit https://dol.ny.gov/public-work-contractor-and-subcontractorregistry-
landing.

### Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain and preserve accurate payroll records for at least six (6)years.

Electronic Certified Payroll (LL 220-J)
Effective December 31, 2025, all contractors and subcontractors who perform public work, or covered private work subject to the prevailing wage, will be required to submit certified payrolls electronically to the Bureau of Public Work and Prevailing Wage Enforcement. Additional information about the electronic certified payroll submission system will be made available on the Department's Website at https://dol.ny.gov/Electronic-Payroll

### 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. The specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

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

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

### Supplemental Benefits

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

### Effective Dates

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

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

### Shift Work

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

### Paid Prenatal Leave

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

### Apprentice Training Ratios

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

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

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

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

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

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

| District Office Locations: | Telephone # | FAX # |
|---|---|---|
| Bureau of Public Work - Albany | 518-457-2744 | 518-485-0240 |

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

## Erie County General Construction

### Boilermaker — 10/01/2026

**JOB DESCRIPTION** Boilermaker **DISTRICT** 12

**ENTIRE COUNTIES**
Allegany, Cattaraugus, Chautauqua, Chemung, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Schuyler, Steuben, Wayne, Wyoming, Yates

**WAGES**

| Per hour: | 07/01/2026 | 01/01/2027 Additional |
|---|---|---|
| Boilermaker | $ 41.50 | $ 2.50* |

The wage rate will be 90% of the above for Maintenance work on boilers less than 100,000 pph.

* To be allocated at a later date.

**SUPPLEMENTAL BENEFITS**
Per hour: $ 32.38
+ 1.49*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

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

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
Terms at 6 Months

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
|---|---|---|---|---|---|---|---|
| 65% | 65% | 70% | 75% | 80% | 85% | 90% | 95% |

Supplemental Benefits per hour:

All Terms: $ 32.38
+ 1.49*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

12-7

### Broadband — 10/01/2026

**JOB DESCRIPTION** Broadband **DISTRICT** 4

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

**PARTIAL COUNTIES**
Orange: Only in the Village of Greenwood Lake, Village of Highland Falls, Town of Tuxedo, and Town of Patterson

**WAGES**
NOTE: Applies to all public work and covered private projects, including those receiving ConnectAll funding subject to New York State Labor Law §224-E, solicited on or after July 1,2025. For all other projects solicited prior to July 1,2025 please see LINEMAN ELECTRICIAN(1)-TELEDATA

| Per Hour: | 07/01/2026 | 08/04/2026 |
|---|---|---|
| Field Tech Install/Repair* | $ 52.85 | $ 54.44 |

For outside work (excluding installation on building construction/alteration/renovation projects), stopping at first point of attachment (demarcation), installing/maintaining/repairing broadband internet service.

"Broadband", "Broadband Service", or "Broadband Internet" means mass-market retail service by wire or radio that provides the capability to transmit data to and receive data from all or substantially all internet endpoints, including any capabilities that are incidental to and enable the operation of the communications service, but excluding dial-up internet access service.

*NOTE: EXCLUDES work within ten(10) feet of High Voltage (600 Volts and over) transmission lines. Please see LINEMAN rates.
*NOTE: Does not include the operation of equipment. Please see applicable OPERATING ENGINEER rates.
*NOTE: Does not include Groundmen/Flagger/Flagmen. Please see LABORER/LABORER-HEAVY/HIGHWAY rates.

**SUPPLEMENTAL BENEFITS**
Per Hour:

$ 23.24

**OVERTIME PAY**
See (B, K, *R) on OVERTIME PAGE
* Two and one half times the hourly rate after the 8th hour

**HOLIDAY**
Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

4-CWA-Dist2

## Carpenter - Building 10/01/2026

**JOB DESCRIPTION** Carpenter - Building **DISTRICT** 12

**ENTIRE COUNTIES**
Erie

**PARTIAL COUNTIES**
Cattaraugus: : Townships of Persia and Perrysburg

**WAGES**

| Per hour: | 07/01/2026 | 07/01/2027 Additional | 07/01/2028 Additional |
|---|---|---|---|
| Carpenter | $ 38.47 | 3.50* | 2.50* |
| Certified Welder | 41.47 | 3.50* | 2.50* |
| Diver-Wet Day | 63.47 | 3.50* | 2.50* |
| Diver-Dry Day | 39.97 | 3.50* | 2.50* |

* To be allocated at a later date.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):
- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive their regular hourly rate plus $1.50 per hour.

- Certified Welders shall receive $ 3.00 per hour over the Journeyworker's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work.

- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):

| | |
|---|---|
| 0' to 80' | no additional fee |
| 81' to 100' | additional $0.50 per foot |
| 101' to 150' | additional $0.75 per foot |
| 151' and deeper | additional $1.25 per foot |

- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):

| | |
|---|---|
| 0' to 50' | no additional fee |
| 51' to 100' | additional $0.75 per foot |
| 101'and deeper | additional $1.25 per foot |

- Diver rates applies to all hours worked on dive day.

**SHIFT WORK**
On Contracting Agency mandated shift work, the following rates will be applicable:
1st Shift - Regular Rate
2nd Shift - Premium of 10% of base wage per hour
3rd Shift - Premium of 15% of base wage per hour
Shift work shall be defined as implementing at least two (2) shifts in a twenty-four (24) consecutive hour period. Shift work must be for a minimum of three (3) consecutive days.

**SUPPLEMENTAL BENEFITS**
Per hour worked:

| | |
|---|---|
| Carpenter(s) | $ 30.16 |
| Diver(s) | 30.16 |

**OVERTIME PAY**

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

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

**REGISTERED APPRENTICES**
Wages per hour:
One year terms at the following percentage of Journeyman's base wage:

Carpenter Apprentices:

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

Supplemental Benefits per hour worked:

| 1st | 2nd | 3rd | 4th |
|---|---|---|---|
| $13.30 | $13.30 | $15.90 | $15.90 |

ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:
- Certified Welders shall receive $ 3.00 per hour over the apprentice's rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work.
- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus $ 1.50 per hour.

12-276B-Cat

## Carpenter - Building / Heavy&Highway 10/01/2026

**JOB DESCRIPTION** Carpenter - Building / Heavy&Highway **DISTRICT** 2

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

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

**WAGES**

| Wages per hour: | 07/01/2026 | 07/01/2027 Additional |
|---|---|---|
| Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface | $ 39.69 | $ 2.25* |

*To be allocated at a later date.

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

**SUPPLEMENTAL BENEFITS**
Per hour worked:

| | |
|---|---|
| Journeyworker | $ 27.84 |

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

**HOLIDAY**
Paid: See (5) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE
Notes:
When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. Whan a holiday falls upon a Sunday, it shall be observed on the following Monday.
An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

**REGISTERED APPRENTICES**
Wages per hour (1300 hour terms at the following percentage of Journeyworker's wage):

| 1st | 2nd | 3rd | 4th |
|---|---|---|---|

| 65% | 70% | 75% | 80% |
|---|---|---|---|

Supplemental Benefits per hour worked:

| $ 19.08 | $ 19.69 | $ 21.86 | $ 22.47 |
|---|---|---|---|

2-42AtSS

## Carpenter - Heavy&Highway — 10/01/2026

**JOB DESCRIPTION** Carpenter - Heavy&Highway **DISTRICT** 12

**ENTIRE COUNTIES**
Erie

**WAGES**

| Per hour: | 07/01/2026 | 07/01/2027 Additional |
|---|---|---|
| Carpenter | $ 45.23 | $ 2.65* |
| Pile Driver | 45.23 | |
| Diver-Wet Day | 70.23 | |
| Diver-Dry Day & Dive Tender | 46.23 | |
| Effluent & Slurry Diver-Wet Day | 105.35 | |
| Effluent & Slurry Diver-Dry Day | 69.34 | |

* To be allocated at a later date.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED (per hour worked):
- State or Federal designated hazardous site, requiring protective gear shall be an additional $2.50 per hour.
- Certified Welders when required to perform welding work will receive an additional $5.00 per hour.

ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- All crew members aboard a submersible shall receive the Diver-Wet Day rate.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):

| | |
|---|---|
| 0' to 50' | no additional fee |
| 51'to 100' | additional $0.50 per foot |
| 101' to 150' | additional $0.75 per foot |
| 151' to 200' | additional $1.25 per foot |
| 201' or deeper | additional $1.50 per foot |

- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):

| | |
|---|---|
| 0' to 50' | no additional fee |
| 51' to 100' | additional $0.75 per foot |
| 101' to 200' | additional $1.00 per foot |
| 201' or deeper | additional $1.25 per foot |

- Diver rates apply to all hours worked on dive day.

**SUPPLEMENTAL BENEFITS**

| Per hour worked: | |
|---|---|
| Carpenter(s) | $ 33.35 |
| Pile Driver(s) | 33.35 |
| Diver(s) | 33.35 |

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

**HOLIDAY**
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday. Employee must work scheduled workday before and after the Holiday.

**REGISTERED APPRENTICES**
Wages per hour:
One year terms at the following percentage of Journeyman's wage:
Carpenter Apprentice:

| 07/01/2026 | 1st | 2nd | 3rd | 4th |
|---|---|---|---|---|
| | 65% | 70% | 75% | 80% |

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

| 07/01/2026 | 1st | 2nd | 3rd | 4th |
|---|---|---|---|---|
| | 65% | 70% | 75% | 80% |

Supplemental benefits Carpenter/Pile Driver per hour worked:

| 1st | 2nd | 3rd | 4th |
|---|---|---|---|
| $20.27 | $20.96 | $23.20 | $23.89 |

NOTE ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:
- State or Federal designated hazardous site, requiring protective gear shall be an additional $2.50 per hour.
- Certified welders when required to perform welding work will receive an additional $5.00 per hour.

12-276HH-Erie

## Electrician 10/01/2026

**JOB DESCRIPTION** Electrician **DISTRICT** 3

**ENTIRE COUNTIES**
Erie

**PARTIAL COUNTIES**
Cattaraugus: Only the Townships of Ashford, East Otto, Ellicottville, Farmersville, Freedom, Franklinville, Lyndon, Machias, Mansfield, New Albion, Otto, Perrysburg, Persia and Yorkshire.
Genesee: Only the Townships of Alabama, Alexander, Darien, Oakfield,Pembroke and that portion of the Towns of Batavia and Elba that are west of Little Tonawanda Creek; Tonawanda Creek; the City limits of Batavia (in effect prior to Feb. 1, 1970) and State Highway 98 north of the City of Batavia, then north on Highway 98 to the Orleans County line.
Wyoming: Only the Townships of Arcade, Attica, Bennington, Eagle, Java, Orangeville, Sheldon and Wethersfield.

**WAGES**

| Per hour: | 07/01/2026 | 06/01/2027 Additional |
|---|---|---|
| Electrician* | $ 47.50 | $5.50 |

* Includes teledata work

Additional $0.50/hr in shafts over 25 ft. deep and in underground tunnels over 75 ft. long.
Additional $0.75/hr for work on toothpicks, structural steel, temporary platforms, swinging scaffolds, boatswain chairs, smoke stacks or water towers 30 ft above the floor or for work on rolling scaffolds and ladders over 50 ft.
Additional $1.50/hr for Cable Splicers on such work as lead, and shielded cable and splices or terminations on cable 5KV and above.
Additional $1.00/hr for Hot work (Atomic plants).
Additional $2.00/hr for work on radio, TV, light towers and floating platforms or climbing ladders in excess of 100 ft. high.

**SHIFT WORK**
When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:
17.3% for work from 4:30PM - 1:00AM
31.4% for work from 12:30AM - 9:00AM

**SUPPLEMENTAL BENEFITS**
Per hour:
$ 34.88*
* NOTE - add 6% of the posted straight time or applicable premium wage rate.

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

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

**REGISTERED APPRENTICES**
Wages per hour:

Hour terms at the following wages:

| 0 to 1000 | 1000 to 2000 | 2000 to 3500 | 3500 to 5000 | 5000 to 6500 | 6500 to 8200 |
|---|---|---|---|---|---|
| $ 23.75 | $ 28.50 | $ 30.90 | $ 33.25 | $ 35.65 | $ 40.40 |

Supplemental benefits per hour:

| 0 to 2000 | 2000 to 6500 | 6500 to 8200 |
|---|---|---|
| $ 15.55* | $ 27.10* | $ 34.88* |

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

3-41

## Elevator Constructor 10/01/2026

**JOB DESCRIPTION** Elevator Constructor **DISTRICT** 3

**ENTIRE COUNTIES**
Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

**WAGES**

| Per hour: | 07/01/2026 |
|---|---|
| Elevator Constructor | $ 65.07 |
| Helper | 45.55 |

**SUPPLEMENTAL BENEFITS**
Per hour:
$ 38.99
Note - add 6% of regular hourly rate for all hours worked.

**OVERTIME PAY**
See (D, O) on OVERTIME PAGE

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

**REGISTERED APPRENTICES**
Wages per hour:

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

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

*Note - 0-6 months of the 1st year term is paid at 50% of Journeyman's wage with no supplemental benefits.

Supplemental benefits per hour:
$ 38.99

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

3-14

## Glazier — 10/01/2026

**JOB DESCRIPTION** Glazier **DISTRICT** 3

**ENTIRE COUNTIES**
Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

**WAGES**

| Per hour: | 07/01/2026 |
|---|---|
| Glazier | $ 36.00 |
| Working off Suspended Scaffold (Swing Stage) | $ 38.00 |

**SUPPLEMENTAL BENEFITS**
Per hour:
Journeyworker Glazier $ 31.47

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

**HOLIDAY**
Paid: See (1) on HOLIDAY PAGE for Glazier and Glazier Apprentice
Paid: See (5, 6) on HOLIDAY PAGE for Maintenance
Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
Wages per hour:

Glazier: 1000 hour terms at the following percentage of Journeyworker's wage:

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
|---|---|---|---|---|---|---|---|
| $ 21.50 | $ 22.50 | $ 23.50 | $ 24.50 | $ 25.50 | $ 26.50 | $ 27.50 | $ 28.50 |

Supplemental benefits per hour:

| | |
|---|---|
| 1st & 2nd terms | $ 8.65 |
| 3rd & 4th terms | 11.15 |
| 5th & 6th terms | 12.65 |
| 7th & 8th terms | 14.15 |

3-660

## Insulator - Heat & Frost — 10/01/2026

**JOB DESCRIPTION** Insulator - Heat & Frost **DISTRICT** 3

**ENTIRE COUNTIES**
Allegany, Cattaraugus, Chautauqua, Erie, Niagara, Wyoming

**PARTIAL COUNTIES**
Genesee: Only the Townships of Alabama, Alexander, Darien, Oakfield and Pembroke.

**WAGES**

| Per Hour: | 07/01/2026 | 05/01/2027 | 05/01/2028 | 05/01/2029 |
|---|---|---|---|---|
| | | Additional | Additional | Additional |
| Heat & Frost Insulator | $ 40.65 | $4.25 | $4.50 | $5.15 |

**SUPPLEMENTAL BENEFITS**
Per hour:
$ 31.54

**OVERTIME PAY**
See (B, *E, **Q) on OVERTIME PAGE
* Note - Double time after 10 hours on Saturday.
** Note - Triple time on Labor Day if WORKED.

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

**REGISTERED APPRENTICES**
Wages per hour:

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

| 1st | 2nd | 3rd | 4th |
|---|---|---|---|
| 60% | 70% | 75% | 80% |

Supplemental Benefits per hour:

| | |
|---|---|
| 1st | $ 9.76 |
| 2nd | 13.34 |
| 3rd | 31.54 |
| 4th | 31.54 |

3-4

## Ironworker — 10/01/2026

**JOB DESCRIPTION** Ironworker **DISTRICT** 3

**ENTIRE COUNTIES**
Cattaraugus, Chautauqua

**PARTIAL COUNTIES**
Allegany: Entire county except the Towns of Birdsall, Burns and Grove.
Erie: All except the Town of Grand Island north of Whitehaven Road.
Genesee: Only the Townships of Alabama, Alexander, Darien and Pembroke
Steuben: Only the Townships of Canisteo, Freemont, Greenwood,Hartsville, Hornell, Hornellsville, Howard, Jasper, Troupsburg and West Union
Wyoming: Only the Townships of Arcade, Attica, Bennington, Eagle,Gainsville, Java, Orangeville, Pike, Sheldon, Warsaw and Wethersfield.

**WAGES**

| Per hour: | 07/01/2026 |
|---|---|
| Structural | $ 38.43 |
| Ornamental | 38.43 |
| Layout | 38.43 |
| Rodmen | 38.43 |
| Reinforcing | 38.43 |

| | |
|---|---|
| Welders | 38.43 |
| Riggers & Mach. Movers | 38.43 |
| Curtain Wall Erector | 38.43 |
| Window Erector | 35.88 |
| Fence Erector | 36.75 |

**SHIFT WORK**
When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:
10% for second shift work from 2:00PM - 7:00PM
15% for third shift work from 7:00PM - 12:00AM

When a single irregular shift is worked outside the standard workday with the start times based on second and third shifts, a 10% premium on hours worked applies.

**SUPPLEMENTAL BENEFITS**
Per hour:

| | |
|---|---|
| Fence Erectors | $ 33.79 |
| All others | 35.29 |

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

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

**REGISTERED APPRENTICES**
Wages per hour:

One year terms at the following wage:

| 1st | 2nd | 3rd | 4th |
|---|---|---|---|
| $ 21.50 | $ 23.50 | $ 25.50 | $ 27.50 |

Supplemental benefits per hour:

| 1st | 2nd | 3rd | 4th |
|---|---|---|---|
| $ 15.85 | $ 26.21 | $ 27.69 | $ 29.17 |

3-6

## Ironworker — 10/01/2026

**JOB DESCRIPTION** Ironworker **DISTRICT** 3

**ENTIRE COUNTIES**
Niagara

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

**WAGES**
Per hour: 07/01/2026

| | |
|---|---|
| Structural | $ 38.25 |
| Ornamental | 38.25 |
| Reinforcing | 38.25 |
| Rigger & Mach. Mover | 38.25 |
| Pre-Engineered | 38.25 |
| Fence Erector | 38.25 |
| Pre-Cast Erector | 38.25 |
| Welder | 38.25 |
| Window Erector | 38.25 |

**SHIFT WORK**
When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:
10% for second shift work from 2:00PM - 7:00PM
15% for third shift work from 7:00PM - 12:00AM

When a single irregular shift is worked outside the standard workday with the start times based on second and third shifts, a 10% premium on hours worked applies.

**SUPPLEMENTAL BENEFITS**
Per hour:

$ 35.80

**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:

One year terms at the following wage:

| | |
|---|---|
| 1st term | $ 21.50 |
| 2nd term | 23.50 |
| 3rd term | 25.50 |
| 4th term | 27.50 |

Supplemental benefits per hour:

| | |
|---|---|
| 1st term | $ 14.03 |
| 2nd term | 22.12 |
| 3rd term | 23.27 |
| 4th term | 24.43 |

3-9

## Laborer - Building — 10/01/2026

**JOB DESCRIPTION** Laborer - Building **DISTRICT** 3

**ENTIRE COUNTIES**
Erie

**PARTIAL COUNTIES**
Cattaraugus: Only the Townships of Perrysburg and the Village Gowanda.

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

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

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

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

CLASS E: Asbestos Removal, Deleader.

CLASS F: Hazardous Waste Worker.

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

| Per hour: | 07/01/2026 |
|---|---|
| Building Laborer: | |
| CLASS A | $ 35.33 |
| CLASS B | 35.50 |
| CLASS C | 35.61 |
| CLASS D | 36.08 |
| CLASS E | 36.83 |
| CLASS F | 37.33 |

**SUPPLEMENTAL BENEFITS**
Per hour:
$ 28.25

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

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

**REGISTERED APPRENTICES**
Wages per hour:

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

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

Supplemental benefits per hour:

$ 28.25

3-210b

**Laborer - Heavy&Highway** **10/01/2026**

**JOB DESCRIPTION** Laborer - Heavy&Highway **DISTRICT** 3

**ENTIRE COUNTIES**
Erie

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

GROUP B: Grade Checker, Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of Steel Mesh, Small Generators for Laborers' Tools, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Tail or Screw Operator on Asphalt Paver, Water Pump Operators (2" and Single Diaphragm), Nozzle (Asphalt, Gunite, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer and Laser Man.

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

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

Per hour: 07/01/2026

Heavy/Highway Laborer:

| | |
|---|---|
| GROUP A | $ 39.00 |
| GROUP B | 39.20 |
| GROUP C | 39.40 |
| GROUP D | 39.60 |

For all Deleader & Asbestos work add $1.50 to Group A rate.
For all Hazardous waste work add $2.00 to Group A rate.
For wearing of replaceable cartridge respirator in excess of 2 hours per day - add $1.00 to Group A rate.

Sewer/Water Laborer:
GROUP A: Basic, Flagman, Top man, Wreckers.

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

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

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

GROUP E: Utility pave driver, Laser operator.

GROUP F: Blaster.

Per hour: 07/01/2026

Sewer/Water Laborer:

| | |
|---|---|
| GROUP A | $ 39.00 |
| GROUP B | 39.10 |
| GROUP C | 39.15 |
| GROUP D | 39.25 |

| | |
|---|---|
| GROUP E | 39.60 |
| GROUP F | 40.00 |

For all Deleader & Asbestos work add $1.50 to Group A rate.
For all Hazardous waste work add $2.00 to Group A rate.

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

**SUPPLEMENTAL BENEFITS**
Per hour:

$ 31.31

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**
Wages per hour:

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

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

Supplemental benefits per hour:

$ 31.31

3-210h

## Laborer - Tunnel 10/01/2026

**JOB DESCRIPTION** Laborer - Tunnel **DISTRICT** 3

**ENTIRE COUNTIES**
Erie

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

CLASS B: Air Spade, Jackhammer, Pavement Breaker.

CLASS C: Top Bell.

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

CLASS E: Powder Monkey.

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

CLASS G: Steel Erectors, Piledriver, Rigger.

| Per hour: | 07/01/2026 |
|---|---|
| Tunnel Laborer: | |
| CLASS A | $ 40.50 |
| CLASS B | 40.65 |
| CLASS C | 40.75 |
| CLASS D | 41.25 |
| CLASS E | 41.35 |
| CLASS F | 41.75 |
| CLASS G | 42.00 |

For all Deleader & Asbestos work add $1.50 to Class A rate.
For all Hazardous waste add $2.00 to Class A rate.
For wearing of replaceable cartridge respirator in excess of 2 hours per day - add $1.00 to Group A rate.

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

**SUPPLEMENTAL BENEFITS**
Per hour:

$ 31.31

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

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

**REGISTERED APPRENTICES**
Wages per hour:

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

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

Supplemental benefits per hour:

$ 31.31

3-210t

## Lineman Electrician — 10/01/2026

**JOB DESCRIPTION** Lineman Electrician **DISTRICT** 6

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

**WAGES**
A Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors, assembly of all electrical materials, conduit, pipe, or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

Crane Operators: Operation of any type of crane on line projects.
Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on line projects.
Digging Machine Operator: All other digging equipment and augering on line projects.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

-----Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. Includes access matting for line work.

| Per hour: | 07/01/2026 | 05/03/2027 | 05/01/2028 |
|---|---|---|---|
| Group A: | | | |
| Lineman, Technician | $ 64.37 | $ 66.84 | $ 69.47 |
| Crane, Crawler Backhoe | 64.37 | 66.84 | 69.47 |
| Welder, Cable Splicer | 64.37 | 66.84 | 69.47 |
| Group B: | | | |
| Digging Mach. Operator | $ 57.93 | $ 60.16 | $ 62.52 |
| Group C: | | | |
| Tractor Trailer Driver | $ 54.71 | $ 56.81 | $ 59.05 |
| Groundman, Truck Driver | 51.50 | 53.47 | 55.58 |

| | | | |
|---|---|---|---|
| Equipment Mechanic | 51.50 | 53.47 | 55.58 |
| Group D: | | | |
| Flagger | $ 35.40 | $ 36.76 | $ 38.21 |

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

-----Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work." Includes access matting for line work.

| | | | |
|---|---|---|---|
| Group A: | | | |
| Lineman, Technician | $ 64.37 | $ 66.84 | $ 69.47 |
| Crane, Crawler Backhoe | 64.37 | 66.84 | 69.47 |
| Cable Splicer | 70.81 | 73.52 | 76.42 |
| Certified Welder, Pipe Type Cable | $ 67.59 | $ 70.18 | $ 72.94 |
| Group B: | | | |
| Digging Mach. Operator | $ 57.93 | $ 60.16 | $ 62.52 |
| Group C: | | | |
| Tractor Trailer Driver | $ 54.71 | $ 56.81 | $ 59.05 |
| Groundman, Truck Driver | 51.50 | 53.47 | 55.58 |
| Equipment Mechanic | 51.50 | 53.47 | 55.58 |
| Group D: | | | |
| Flagger | $ 35.40 | $ 36.76 | $ 38.12 |

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

-----Below rates applicable on all railroad catenary installation and maintenance, third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. Includes access matting for line work.

| | | | |
|---|---|---|---|
| Group A: | | | |
| Lineman, Tech, Welder | $ 65.81 | $ 68.34 | $ 71.03 |
| Crane, Crawler Backhoe | 65.81 | 68.34 | 71.03 |
| Cable Splicer | 72.39 | 75.17 | 78.13 |
| Certified Welder, Pipe Type Cable | 69.10 | 71.76 | 74.58 |
| Group B: | | | |
| Digging Mach. Operator | $ 59.23 | $ 61.51 | $ 63.93 |
| Group C: | | | |
| Tractor Trailer Driver | $ 55.94 | $ 58.09 | $ 60.38 |
| Groundman, Truck Driver | 52.65 | 54.67 | 56.82 |
| Equipment Mechanic | 52.65 | 54.67 | 56.82 |
| Group D: | | | |
| Flagger | $ 36.20 | $ 37.59 | $ 39.07 |

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

-----Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. Includes access matting for line work.

| | | | |
|---|---|---|---|
| Group A: | | | |
| Lineman, Tech, Welder | $ 67.10 | $ 69.68 | $ 72.43 |
| Crane, Crawler Backhoe | 67.10 | 69.68 | 72.43 |
| Group B: | | | |
| Digging Mach. Operator | $ 60.39 | $ 62.71 | $ 65.19 |
| Group C: | | | |
| Tractor Trailer Driver | $ 57.04 | $ 59.23 | $ 61.57 |
| Groundman, Truck Driver | 53.68 | 55.74 | 57.94 |
| Equipment Mechanic | 53.68 | 55.74 | 57.94 |

| Group D: | | | |
|---|---|---|---|
| Flagger | $ 36.91 | $ 38.32 | $ 39.84 |

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

**SHIFT WORK**
The following rates will apply on all contracting agency mandated multiple shifts of at least five (5) days duration worked between the hours listed below:

| | |
|---|---|
| 1ST SHIFT | 8:00 AM to 4:30 PM REGULAR RATE |
| 2ND SHIFT | 4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 % |
| 3RD SHIFT | 12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 % |

**SUPPLEMENTAL BENEFITS**
Per hour:

| | 07/01/2026 | 05/03/2027 | 05/01/2028 |
|---|---|---|---|
| Group A | $ 32.91* | $ 34.41* | $ 35.91* |
| Group B | $ 28.91* | $ 30.41* | $ 31.91* |
| Group C | $ 28.51* | $ 29.71* | $ 30.91* |
| Group D | $ 28.41* | $ 29.54* | $ 30.67* |

*NOTE: Plus 7% of the hourly wage paid. The 7% is based on the straight time rate or the premium time rate.

**OVERTIME PAY**
See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Contracting Agency.
WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY**

| | |
|---|---|
| Paid | See ( 5, 6, 8, 15, 25 ) on HOLIDAY PAGE |
| Overtime | See ( 5, 6, 8, 15, 25 ) on HOLIDAY PAGE |

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

**REGISTERED APPRENTICES**
WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

| | 07/01/2026 | 05/03/2027 | 05/01/2028 |
|---|---|---|---|
| All terms: | $ 28.41* | $ 29.54* | $ 30.67* |

*NOTE: Plus 7% of the hourly wage paid. The 7% is based on the straight time rate or the premium time rate.

6-1249a

## Lineman Electrician - Teledata — 10/01/2026

**JOB DESCRIPTION** Lineman Electrician - Teledata **DISTRICT** 6

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

**WAGES**
NOTE: Applies to all public work and covered private projects, including those receiving ConnectAll funding subject to LL 224-E,solicited prior to July 1, 2025. For all projects, excluding dial-up internet access service, solicited on or after July 1, 2025, please see BROADBAND

| Per hour: | 07/01/2026 | 01/04/2027 | 01/03/2028 | 01/01/2029 |
|---|---|---|---|---|
| Cable Splicer | $ 42.03 | $ 43.30 | $ 44.59 | $ 45.93 |
| Installer, Repairman | 39.89 | 41.09 | 42.32 | 43.59 |
| Teledata Lineman | 39.89 | 41.09 | 42.32 | 43.59 |
| Tech., Equip. Operator | 39.89 | 41.09 | 42.32 | 43.59 |
| Groundman/Flagger | 21.14 | 21.78 | 22.43 | 23.10 |

For outside work, stopping at first point of attachment (demarcation).

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

**SHIFT WORK**
The following rates apply when the contracting agency mandates multiple shifts of at least five (5) days duration are worked. When two (2) or three (3) shifts are worked the following rates apply:

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

**SUPPLEMENTAL BENEFITS**
Per hour:

| | | | | |
|---|---|---|---|---|
| Journeyworker | $ 6.18 plus 4%* | $ 6.43 plus 5%* | $ 6.43 plus 6%* | $ 6.68 plus 7%* |

*NOTE: The percentage (%) listed above is based on the hourly wage paid, straight time rate or premium time rate.

**OVERTIME PAY**
See (B, E, Q) on OVERTIME PAGE
WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

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

6-1249LT - Teledata

## Lineman Electrician - Traffic Signal, Lighting 10/01/2026

**JOB DESCRIPTION** Lineman Electrician - Traffic Signal, Lighting **DISTRICT** 6

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

**WAGES**
Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

Crane Operators: Operation of any type of crane on Traffic Signal/Lighting projects.
Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on Traffic Signal/Lighting projects.
Digging Machine Operator: All other digging equipment and augering on Traffic Signal/Lighting projects.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.

| Per hour: | 07/01/2026 | 05/03/2027 | 05/01/2028 |
|---|---|---|---|
| Group A: | | | |
| Lineman, Technician | $ 55.31 | $ 57.40 | $ 59.64 |
| Crane, Crawler Backhoe | 55.31 | 57.40 | 59.64 |
| Certified Welder | 58.08 | 60.27 | 62.62 |
| Group B: | | | |
| Digging Machine | $ 49.78 | $ 51.66 | $ 53.68 |
| Group C: | | | |

| | | | |
|---|---|---|---|
| Tractor Trailer Driver | $ 47.01 | $ 48.79 | $ 50.69 |
| Groundman, Truck Driver | 44.25 | 45.92 | 47.71 |
| Equipment Mechanic | 44.25 | 45.92 | 47.71 |
| Group D: | | | |
| Flagger | $ 33.19 | $ 34.44 | $ 35.78 |

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

**SHIFT WORK**

The following rates will apply on all contracting agency mandated multiple shifts of at least five (5) days duration worked between the hours listed below:

| | | |
|---|---|---|
| 1ST SHIFT | 8:00 AM TO 4:30 PM | REGULAR RATE |
| 2ND SHIFT | 4:30 PM TO 1:00 AM | REGULAR RATE PLUS 17.3% |
| 3RD SHIFT | 12:30 AM TO 9:00 AM | REGULAR RATE PLUS 31.4% |

**SUPPLEMENTAL BENEFITS**

Per hour:

| | 07/01/2026 | 05/03/2027 | 05/01/2028 |
|---|---|---|---|
| Group A | $ 32.91* | $ 34.41* | $ 35.91* |
| Group B | $ 28.91* | $ 30.41* | $ 31.91* |
| Group C | $ 28.51* | $ 29.71* | $ 30.91* |
| Group D | $ 28.41* | $ 29.54* | $ 30.67* |

*NOTE: Plus 7% of the hourly wage paid. The 7% is based on the straight time rate or the premium time rate.

**OVERTIME PAY**

See (B, E, Q, X) on OVERTIME PAGE.
NOTE: Double time for all emergency work designated by the Contracting Agency.
WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY**

Paid: See ( 5, 6, 8, 15, 25 ) on HOLIDAY PAGE
Overtime: See ( 5, 6, 8, 15, 25 ) on HOLIDAY PAGE
NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

**REGISTERED APPRENTICES**

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

| | 07/01/2026 | 05/03/2027 | 05/01/2028 |
|---|---|---|---|
| All terms: | $ 28.41* | $ 29.54* | $ 30.67* |

*NOTE: Plus 7% of the hourly wage paid. The 7% is based on the straight time rate or the premium time rate.

6-1249a-LT

## Lineman Electrician - Tree Trimmer — 10/01/2026

**JOB DESCRIPTION** Lineman Electrician - Tree Trimmer **DISTRICT** 6

**ENTIRE COUNTIES**

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

**WAGES**

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

| Per hour: | 07/01/2026 | 01/01/2027 | 01/03/2027 |
|---|---|---|---|
| Tree Trimmer | $ 34.67 | $ 34.67 | $ 36.23 |
| Equipment Operator | 30.67 | 30.67 | 32.05 |
| Equipment Mechanic | 30.67 | 30.67 | 32.05 |
| Truck Driver | 24.93 | 24.93 | 26.05 |
| Groundman | 20.53 | 20.53 | 21.45 |
| Flagger | 16.20 | 16.20* | 16.93 |

* This rate may be subject to a minimum wage increase 01/01/2027.

**SUPPLEMENTAL BENEFITS**
Per hour:

| | | | |
|---|---|---|---|
| Journeyworker | $ 11.23* | $ 11.48* | $ 11.48* |

*NOTE: Plus 4.5% of the hourly wage paid. The 4.5% is based on the straight time rate or the premium time rate.

**OVERTIME PAY**
See (B, E, Q, X) on OVERTIME PAGE
WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY**
Paid: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE
NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday. All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

## Mason - Building — 10/01/2026

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

**ENTIRE COUNTIES**
Erie, Niagara

**PARTIAL COUNTIES**
Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

**WAGES**

| Per Hour: | 07/01/2026 |
|---|---|
| Building: | |
| Bricklayer | $ 40.44 |
| Stone Mason | 40.44 |
| Tuck Pointer | 40.44 |

**SUPPLEMENTAL BENEFITS**
Per hour:

| | |
|---|---|
| Journeyworker | $ 36.14 |

**OVERTIME PAY**
See (B,E,E2*,Q) on OVERTIME PAGE
*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

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

**REGISTERED APPRENTICES**
Wages per hour:

1250 hour terms at the following wage:

| 1st | 2nd | 3rd | 4th |
|---|---|---|---|
| $ 30.57 | $ 31.59 | $ 34.01 | $ 37.28 |

Supplemental benefits per hour:

| 1st | 2nd | 3rd | 4th |
|---|---|---|---|
| $ 15.28 | $ 21.94 | $ 27.20 | $ 31.62 |

5-3B-Z3

## Mason - Building — 10/01/2026

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

**ENTIRE COUNTIES**
Erie, Niagara

**PARTIAL COUNTIES**
Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

**WAGES**

| Per hour: | 07/01/2026 | 04/01/2027 Additional | 04/01/2028 Additional |
|---|---|---|---|
| Plasterer | $ 35.05 | $3.00 | $3.50 |

Additional $5.00/hr for work on swing stage over 19 feet.

**SUPPLEMENTAL BENEFITS**
Per hour:
$ 25.59

**OVERTIME PAY**
Exterior work only See ( B, E, E2, Q ) on OVERTIME PAGE.
All other work See ( B, E, Q ) on OVERTIME PAGE.

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

**REGISTERED APPRENTICES**
Wages per hour:

Hour terms at the following dollar amounts:

| | 07/01/2026 |
|---|---|
| 0-2000 | $ 24.00 |
| 2000-4000 | $ 26.00 |
| 4000-6000 | $ 28.00 |
| 6000-8000 | $ 28.00 |

Supplemental benefits per hour:

Hour terms at the following dollar amounts:

| | |
|---|---|
| 0-2000 | $ 1.00 |
| 2000-4000 | $ 3.00 |
| 4000-6000 | $ 4.00 |
| 6000-8000 | $ 8.00 |

3-9-Pltr

## Mason - Building / Heavy&Highway — 10/01/2026

**JOB DESCRIPTION** Mason - Building / Heavy&Highway **DISTRICT** 3

**ENTIRE COUNTIES**
Erie, Niagara

**PARTIAL COUNTIES**
Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

**WAGES**

| Per hour: | 07/01/2026 | 07/01/2027 Additional | 07/01/2028 Additional |
|---|---|---|---|
| Cement Mason | $ 38.00 | $3.00 | $3.00 |

Additional $1.00 per hr for Swing scaffold or exterior scaffold 42' or higher.
Additional $1.00 per hr when required to wear respirator.

**SUPPLEMENTAL BENEFITS**
Per hour:
$ 33.22

**OVERTIME PAY**

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

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

**REGISTERED APPRENTICES**
Wages per hour:

750 hour terms at the following dollar amounts:

| 1st | 2nd | 3rd | 4th | 5th | 6th |
|---|---|---|---|---|---|
| $ 22.80 | $ 24.70 | $ 26.60 | $ 28.50 | $ 30.40 | $ 32.30 |

Supplemental benefits per hour:

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

3-111Erie

## Mason - Heavy&Highway — 10/01/2026

**JOB DESCRIPTION** Mason - Heavy&Highway **DISTRICT** 5

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

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

**WAGES**
Per hour: 07/01/2026
Heavy & Highway:
Cement Mason $ 41.38
Bricklayer 41.38

**SUPPLEMENTAL BENEFITS**
Per hour:

Journeyworker $ 27.03

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

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

**REGISTERED APPRENTICES**
Wages per hour:

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

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

Supplemental benefits per hour:

| | |
|---|---|
| 1st term | $ 15.78 |
| 2nd term | $ 25.07 |
| 3rd term | $ 25.56 |
| 4th term | $ 26.05 |

5-3h

## Mason - Tile Finisher — 10/01/2026

**JOB DESCRIPTION** Mason - Tile Finisher **DISTRICT** 5

**ENTIRE COUNTIES**
Erie, Niagara, Orleans

**PARTIAL COUNTIES**

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

**WAGES**

| Per hour: | 07/01/2026 |
|---|---|
| Building: | |
| Marble, Slate, Terrazzo and Tile Finisher | $ 38.21 |

**SUPPLEMENTAL BENEFITS**

| Per hour: | $ 20.47 |
|---|---|

**OVERTIME PAY**

See (B,E,E2*,Q) on OVERTIME PAGE
*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:

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

| 1st | 2nd | 3rd |
|---|---|---|
| $ 24.07 | $ 27.48 | $ 31.22 |

Supplemental benefits per hour:

| 1st | 2nd | 3rd |
|---|---|---|
| $ 11.04 | $ 13.52 | $ 15.67 |

5-3TF - Z3

## Mason - Tile Setter — 10/01/2026

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

**ENTIRE COUNTIES**

Erie, Niagara, Orleans

**PARTIAL COUNTIES**

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

**WAGES**

| Per hour: | 07/01/2026 |
|---|---|
| Building: | |
| Marble, Slate, Terrazzo and Tile Setter | $ 40.00 |

**SUPPLEMENTAL BENEFITS**

| Per hour: | $ 36.08 |
|---|---|

**OVERTIME PAY**

See (B,E,E2*,Q) on OVERTIME PAGE
*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:

1250 hour terms at the following wage:

| 1st | 2nd | 3rd | 4th |
|---|---|---|---|
| $ 30.17 | $ 31.10 | $ 33.24 | $ 37.17 |

Supplemental benefits per hour:

| 1st | 2nd | 3rd | 4th |
|---|---|---|---|
| $ 15.38 | $ 22.08 | $ 27.57 | $ 31.28 |

5-3TS - Z3

**Millwright** **10/01/2026**

**JOB DESCRIPTION** Millwright **DISTRICT** 12

**ENTIRE COUNTIES**
Erie, Genesee, Niagara

**WAGES**

| Per hour: | 07/01/2026 | 07/01/2027 Additional | 07/01/2028 Additional |
|---|---|---|---|
| Building | $ 46.23 | $3.50* | $3.50* |
| Heavy & Highway** | $ 49.73 | | |

* To be allocated at a later date

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

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

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

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

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

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

**SUPPLEMENTAL BENEFITS**
Per hour Paid:

| | |
|---|---|
| All Classifications | $ 32.29 |

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**
Wages per hour:

(1)year terms at the following percentage of Journeyworker's rate:

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

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

| | |
|---|---|
| Certified Welder | $ 1.75 |
| Hazardous Waste (Bldg) | 1.50 |
| Hazardous Waste (H/H) | 2.00 |
| Machinist | 2.00 |
| Underground (500' and below) | 1.00 |

SUPPLEMENTAL BENEFITS per hour:

| 1st | 2nd | 3rd | 4th |
|---|---|---|---|
| $ 11.96 | $ 26.19 | $ 28.22 | $ 30.26 |

12-1163-Gen/Erie/Nia

**Millwright** **10/01/2026**

**JOB DESCRIPTION** Millwright **DISTRICT** 6

**ENTIRE COUNTIES**

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

**WAGES**

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

| Per hour: | 07/01/2026 | 07/01/2027 Additional | 07/01/2028 Additional |
|---|---|---|---|
| Millwright - Power Generation | $ 50.00 | $ 3.00* | $ 3.00* |

* To be allocated at a later date.

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

**SUPPLEMENTAL BENEFITS**

Per hour paid:

| | |
|---|---|
| Journeyworker | $ 28.45* |

*NOTE: Subject to OT premium

**OVERTIME PAY**

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

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

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

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

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

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

SUPPLEMENTAL BENEFITS per hour:

| | |
|---|---|
| Appr. 1st year | $ 11.96 |
| Appr. 2nd year | 23.50 |
| Appr. 3rd year | 25.15 |
| Appr. 4th year | 26.80 |

6-1163Power

## Operating Engineer — 10/01/2026

**JOB DESCRIPTION** Operating Engineer **DISTRICT** 12

**ENTIRE COUNTIES**

Cattaraugus, Chautauqua, Erie, Niagara, Orleans, Wyoming

**PARTIAL COUNTIES**

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

**WAGES**

| | 07/01/2026 |
|---|---|
| Per Hour: | |
| Concrete Pump Operator (Up to 46 Meters) | $ 49.75 |
| Concrete Pump Operator (46 Meters or Larger) | 54.21 |

- Additional $ 2.50 per hour for Hazardous Work Sites.

**SUPPLEMENTAL BENEFITS**

| | 07/01/2026 | 01/01/2027 |
|---|---|---|
| Per Hour: | $ 33.90 | $ 34.15 |
| At Time and a Half | 38.50 | 38.75 |
| At Double Time | 43.10 | 43.35 |

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

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

12-17Pump

## Operating Engineer - Building 10/01/2026

**JOB DESCRIPTION** Operating Engineer - Building **DISTRICT** 12

**ENTIRE COUNTIES**
Cattaraugus, Chautauqua, Erie, Niagara, Orleans, Wyoming

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

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

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

| Per hour: | 07/01/2026 | 07/01/2027 Additional |
|---|---|---|
| Class A | $ 52.53 | $ 6.00* |
| Class B | 48.03 | |
| Crane Operator: | | |
| 5 to 110 tons | 57.53 | |
| 111 to 199 tons | 58.53 | |
| 200 to 599 tons | 59.53 | |
| 600 to 999 tons | 61.53 | |
| 1000 tons + | 62.53 | |
| Tower Crane | 58.53 | |

Cranes in Luffer Configuration additional $5.00/Hr.
Cranes with external ballast (tray or wagon) additional $5.00/Hr.

Additional $2.50/hr. for Hazardous Work Site
Additional $1.00/hr. for Tunnel Work
Additional $8.00/hr. for Contracting agency Mandated Shift Work (Projects Bid After 7/1/2025)

* To be allocated at a later date.

**SUPPLEMENTAL BENEFITS**
Per Hour:

| | |
|---|---|
| Journeyworker | $ 37.39 |
| At Time and one Half | 46.11 |
| At Double Time | 54.83 |

**OVERTIME PAY**
See (B, E, *E2, P, V) on OVERTIME PAGE
* Only Saturdays between October 15th and April 15th.

- Overtime rate is 1.5X the hourly wage plus $9.93/Hr.
- Double-Time calculation rate is 2X the hourly wage plus $19.85/Hr.

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

**REGISTERED APPRENTICES**
Wages per hour:
1 year Terms at the following wages:

| 1st | 2nd | 3rd | 4th |
|---|---|---|---|
| $ 45.03 | $ 46.03 | $ 47.03 | $ 48.03 |

Supplemental benefits Per Hour:

| | |
|---|---|
| All Apprentices | $ 36.99 |
| At Time and One Half | 45.51 |
| At Double Time | 54.03 |

12-17b

## Operating Engineer - Heavy&Highway 10/01/2026

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway **DISTRICT** 12

**ENTIRE COUNTIES**
Cattaraugus, Chautauqua, Erie, Niagara, Orleans, Wyoming

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

**WAGES**

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

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

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

| Per hour: | 07/01/2026 | 07/01/2027 Additional |
|---|---|---|
| Class A | $ 52.39 | $ 5.50* |
| Class B | 47.89 | |
| Crane Operator: | | |
| 5 to 110 tons | 57.39 | |
| 111 to 199 tons | 58.39 | |
| 200 to 599 tons | 59.39 | |
| 600 to 999 tons | 61.39 | |
| 1000 tons + | 62.39 | |
| Tower Crane | 58.39 | |

Cranes in Luffer Configuration additional $5.00/Hr.
Cranes with external ballast (tray or wagon) additional $5.00/Hr.

Additional $2.50/hr. for Hazardous Work Site
Additional $1.00/hr. for Tunnel Work
Additional $8.00/hr. for Contracting agency Mandated Shift Work (Projects Bid After 7/1/2025)

* To be allocated at a later date.

**SUPPLEMENTAL BENEFITS**
Per hour:

| | |
|---|---|
| Journeymen | $ 37.36 |
| At Time and a Half | $ 46.06 |
| At Double Time | $ 54.77 |

**OVERTIME PAY**
See (B, E, Q) on OVERTIME PAGE
- Overtime rate is 1.5X the hourly wage plus $9.93/Hr
- Double-Time Calculation rate is 2X the hourly wage plus $19.85/Hr.

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

**REGISTERED APPRENTICES**
Wages per hour:
Apprentices at 1 year terms
07/01/2026

| 1st | 2nd | 3rd | 4th |
|---|---|---|---|
| $ 44.89 | $ 45.89 | $ 46.89 | $ 47.89 |

Supplemental Benefits

| | |
|---|---|
| All Apprentices | $ 36.96 |
| At Time and a Half | $ 45.46 |
| At Double Time | $ 53.97 |

12-17 hh/sw/t

## Operating Engineer - Heavy&Highway — 10/01/2026

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway **DISTRICT** 12

**ENTIRE COUNTIES**
Chautauqua, Erie, Niagara, Orleans

**WAGES**
Marine Construction/Dredging

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

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

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

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

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

| Per hour: | 07/01/2026 |
|---|---|
| Class 1 | $ 56.00 |
| Class 2(A) | 54.50 |
| Class 2(B) | 57.50 |
| Class 3 | 50.00 |
| Class 4 | 45.50 |

Additional to be paid when working with Hazardous/Toxic Waste (based on EAP levels):
Level A - $2.50/Hr.
Level B - 2.00/Hr.
Level C - 1.00/Hr.
Level D - 0.50/Hr.

**SUPPLEMENTAL BENEFITS**
Per Hour Paid:

| | |
|---|---|
| ALL CLASSES | $ 36.81 |

**OVERTIME PAY**
See (B, E, I, *S, X) on OVERTIME PAGE
* If the holiday is worked

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

12-17 Marine

## Operating Engineer - Survey Crew — 10/01/2026

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

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

**PARTIAL COUNTIES**

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

**WAGES**
These rates apply to Building, Tunnel, and Heavy Highway.

Per hour:
SURVEY CLASSIFICATIONS:
Party Chief - One who directs a survey party and/or works independently.
Surveyor - One who operates the surveying instruments for measurements.
Survey Assistant - One who assists the Party Chief or Surveyor.

| | 07/01/2026 | 07/01/2027 Additional | 07/01/2028 Additional |
|---|---|---|---|
| Party Chief | $ 56.64 | $ 5.50* | $ 5.50* |
| Surveyor | 52.74 | $ 4.50* | $ 4.50* |
| Surveyor Assistant | 36.00 | $ 3.50* | $ 3.50* |

Additional $3.00/hr. for Tunnel Work.
Additional $2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

*To be allocated at a later date.

**SUPPLEMENTAL BENEFITS**
Per hour worked:

| | |
|---|---|
| Party Chief | $ 32.45 |
| Surveyor | $ 32.45 |
| Survey Assistant | $ 20.60 |

**OVERTIME PAY**
See (B, Q) on OVERTIME PAGE

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

**REGISTERED APPRENTICES**
WAGES: 1000 hour terms based on percentage of Surveyor wage:

07/01/2026

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

SUPPLEMENTAL BENEFIT per hour worked:
All Terms: $ 22.65

12-158-545 D.H.H.

## Operating Engineer - Survey Crew - Consulting Engineer 10/01/2026

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

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

**PARTIAL COUNTIES**
Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

**WAGES**
These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:
SURVEY CLASSIFICATIONS:
Party Chief - One who directs a survey party and/or works independently
Surveyor - One who operates the surveying instruments for measurements
Survey Assistant - One who assists the Party Chief or Surveyor.

| | 07/01/2026 | 07/01/2027 Additional | 07/01/2028 Additional |
|---|---|---|---|
| Party Chief | $ 56.64 | $ 5.50* | $ 5.50* |
| Surveyor | 52.74 | $ 4.50* | $ 4.50* |

| | | | |
|---|---|---|---|
| Survey Assistant | 36.00 | $ 3.50* | $ 3.50* |

Additional $3.00/hr. for Tunnel Work.
Additional $2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

*To be allocated at a later date.

**SUPPLEMENTAL BENEFITS**
Per hour worked:

| | |
|---|---|
| Party Chief | $ 32.45 |
| Surveyor | $ 32.45 |
| Survey Assistant | $ 20.60 |

**OVERTIME PAY**
See (B, Q) on OVERTIME PAGE

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

**REGISTERED APPRENTICES**
WAGES: 1000 hour terms based on percentage of Surveyor wage:

07/01/2026

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

SUPPLEMENTAL BENEFIT per hour worked:
All Terms: $22.65

12-158-545 DCE

## Painter — 10/01/2026

**JOB DESCRIPTION** Painter **DISTRICT** 3

**ENTIRE COUNTIES**
Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Delaware, Erie, Genesee, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

**WAGES**
Per hour: 07/01/2026

| | |
|---|---|
| Bridge | $ 47.39 |
| Tunnel | 47.39 |
| Tank* | 45.39 |

For Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

*Tank rate applies to indoor and outdoor tanks, tank towers, standpipes, digesters, waste water treatment tanks, chlorinator tanks, etc. Covers all types of tanks including but not limited to steel tanks, concrete tanks, fiberglass tanks, etc.

**SHIFT WORK**
Note an additional $1.50 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

**SUPPLEMENTAL BENEFITS**
Per hour:
$ 32.81

**OVERTIME PAY**
Exterior work only See ( B, E2, E4, F, R ) on OVERTIME PAGE.
All other work See ( B, F, R ) on OVERTIME PAGE.

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

**REGISTERED APPRENTICES**
Wages per hour:

750 hour terms at the following wage:

| 1st | 2nd | 3rd | 4th | 5th | 6th |
|---|---|---|---|---|---|

| | | | | | |
|---|---|---|---|---|---|
| $ 24.00 | $ 26.00 | $ 28.00 | $ 30.00 | $ 34.00 | $ 38.00 |

Supplemental benefits per hour:

| 1st | 2nd | 3rd | 4th | 5th | 6th |
|---|---|---|---|---|---|
| $ 6.60 | $ 6.95 | $ 7.30 | $ 7.65 | $ 8.00 | $ 8.35 |

3-4-Bridge, Tunnel, Tank

## Painter — 10/01/2026

**JOB DESCRIPTION** Painter **DISTRICT** 3

**ENTIRE COUNTIES**
Allegany, Erie, Genesee, Niagara, Orleans, Wyoming

**PARTIAL COUNTIES**
Cattaraugus: Entire County except the Townships of Conewango, Leon, Napoli, New Albion, Randolph and South Valley.
Chautauqua: Only the Townships of Awkright, Dunkirk, Hanover, Pomfret, Portland, Sheridan and Villenova.
Livingston: Only the Townships of North Dansville, Nunda, Ossian,Portage, Sparta, Spring Water and West Sparta.
Steuben: Only the Townships of Avoca, Canisteo, Cohocton, Dansville,Fremont, Greenwood, Hartsville, Hornellsville, Howard, Jasper, Prattsburg, Pulteney, Troupsburg, Tuscarora, Urbana, Wayland, Wayne, Woodhull, West Union, Wheeler, and the City of Hornell.

**WAGES**

| Per hour: | 07/01/2026 |
|---|---|
| Basic Rate (Brush & Roll) | $ 34.00 |
| Spray painting, wallcovering | 34.00 |
| Abrasive and hydroblasting | 34.00 |
| Taping/DryWall Finisher | 35.00 |
| Skeleton Steel* | 34.75 |

* Skeleton Steel: No floors, walls or ceiling are constructed, including radio and television towers, flagpoles, smokestacks and cranes.

**SUPPLEMENTAL BENEFITS**

| Per hour: | |
|---|---|
| Basic Rate (Brush & Roll)<br>Spray painting, wallcovering<br>Abrasive and hydroblasting and<br>Skeleton Steel | $ 29.44 |
| Taping/Drywall Finisher | $ 29.94 |

**OVERTIME PAY**
Exterior work only See ( B, E2, E4, F, R ) on OVERTIME PAGE.
All other work See ( B, F, R ) on OVERTIME PAGE.

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

**REGISTERED APPRENTICES**
Wages per hour:

Painter/Decorator: 750 hour terms at the following wage:

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
|---|---|---|---|---|---|---|---|
| $ 18.00 | $ 19.00 | $ 20.00 | $ 21.00 | $ 22.00 | $ 23.00 | $ 24.00 | $ 25.00 |

Taper/Drywall Finisher: 750 hour terms at the following wage:

| 1st | 2nd | 3rd | 4th | 5th | 6th |
|---|---|---|---|---|---|
| $ 20.00 | $ 21.00 | $ 22.00 | $ 23.00 | $ 24.00 | $ 25.00 |

Supplemental benefits per hour:

Painter/Decorator and Taper/Drywall Finisher:

| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
|---|---|---|---|---|---|---|---|
| $ 3.35 | $ 5.35 | $ 6.35 | $ 6.85 | $ 7.35 | $ 7.85 | $ 8.35 | $ 8.60 |

3-4-Buf, Nia, Olean

## Painter - Metal Polisher — 10/01/2026

**JOB DESCRIPTION** Painter - Metal Polisher **DISTRICT** 8

**ENTIRE COUNTIES**

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

**WAGES**

| | 07/01/2026 |
|---|---|
| Metal Polisher | $ 41.33 |
| Metal Polisher* | 42.43 |
| Metal Polisher** | 45.33 |

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

**SUPPLEMENTAL BENEFITS**
Per Hour:

Journeyworker:
All classifications $ 13.99

**OVERTIME PAY**
See (B, E, P, T) on OVERTIME PAGE

**HOLIDAY**
Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

**REGISTERED APPRENTICES**
Wages per hour:
One (1) year term at the following wage rates:

| | 07/01/2026 |
|---|---|
| 1st year | $ 20.67 |
| 2nd year | 22.73 |
| 3rd year | 24.80 |
| 1st year* | $ 21.06 |
| 2nd year* | 23.17 |
| 3rd year* | 25.34 |
| 1st year** | $ 23.17 |
| 2nd year** | 25.23 |
| 3rd year** | 27.30 |

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:
Per hour:

| | |
|---|---|
| 1st year | $ 9.19 |
| 2nd year | 9.19 |
| 3rd year | 9.19 |

8-8A/28A-MP

## Plumber 10/01/2026

**JOB DESCRIPTION** Plumber **DISTRICT** 3

**ENTIRE COUNTIES**
Cattaraugus, Chautauqua, Erie, Niagara, Wyoming

**PARTIAL COUNTIES**
Allegany: Only the Townships of Allen, Alma, Amity, Angelica, Belfast, Bolivar, Caneadea, Centerville, Clarksville, Cuba, Genesee, Friendship, Granger, Hume, New Hudson, Rushford, Wirt and that portion of Scio which lies west of Rt. 19.
Genesee: Only the Townships of Alabama, Alexander, Batavia, Darien, Elba, Oakfield, Pembroke and the City of Batavia.
Orleans: Only the Townships of Ridgeway, Shelby and Yates.

**WAGES**

| Per hour: | 07/01/2026 | 05/03/2027 Additional | 05/01/2028 Additional |
|---|---|---|---|
| Plumber | $ 46.27 | $4.00 | $4.00 |
| Steamfitter | $ 46.27 | | |

Note - Add 10% (ten percent) to wage when HAZMAT training is required or when OSHA compliant respirator protection is required.

**SUPPLEMENTAL BENEFITS**
Per hour:

$ 30.91

Note - $7.00 of this amount must be paid at the same premium as the wage.

**OVERTIME PAY**
See (*B, **E, Q) on OVERTIME PAGE
* Double time after 11 hours per day on Weekdays.
** Double time after 10 hours per day on Saturday.

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

**REGISTERED APPRENTICES**
Wages per hour:

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

| 1st | 2nd | 3rd | 4th | 5th |
|---|---|---|---|---|
| 50% | 60% | 70% | 80% | 90% |

Note - Add 10% (ten-percent) to wage when HAZMAT training is required or when OSHA compliant respirator protection is required.

Supplemental benefits per hour:

$ 25.99

Note - $7.00 of this amount must be paid at the same premium as the wage.

3-22-P

## Roofer — 10/01/2026

**JOB DESCRIPTION** Roofer **DISTRICT** 3

**ENTIRE COUNTIES**
Erie, Genesee, Niagara, Orleans, Wyoming

**WAGES**
Per hour:

| | 07/01/2026 |
|---|---|
| Asbestos Removal | $ 41.46 |
| Slate, Tile | 38.61 |
| Precast tile / slabs | 38.61 |
| Crete / gypsum planks | 38.61 |
| Damp and waterproofer | 38.46 |
| Composition, sprayers, | 38.46 |
| Asphalt mastic, | 38.46 |
| Steep roofers | 38.46 |

**SHIFT WORK**
When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:
15% of hourly rate for second shift
20% of hourly rate for third shift

**SUPPLEMENTAL BENEFITS**
Per hour:

$ 28.81

**OVERTIME PAY**
See (B, *E, **E2, Q) on OVERTIME PAGE
* and ** Double time after 8 hours on Saturday.

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

**REGISTERED APPRENTICES**
Wages per hour:

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

| 0 to 999 | to 1499 | to 1999 | to 2499 | to 2999 | to 3499 | to 4499 |
|---|---|---|---|---|---|---|
| 65% | 70% | 75% | 80% | 85% | 90% | 95% |

Supplemental benefits per hour:

| 0 to 999 | to 1499 | to 1999 | to 2499 | to 2999 | to 3499 | to 4499 |
|---|---|---|---|---|---|---|
| $ 12.06 | $ 17.47 | $ 17.78 | $ 25.67 | $ 26.45 | $ 27.24 | $ 28.03 |

3-74

## Sheetmetal Worker — 10/01/2026

**JOB DESCRIPTION** Sheetmetal Worker **DISTRICT** 3

**ENTIRE COUNTIES**
Erie, Genesee, Niagara, Orleans, Wyoming

**WAGES**

| Per hour: | 07/01/2026 | 05/31/2027 | 05/29/2028 |
|---|---|---|---|
| | | Additional | Additional |
| Sheet Metal Worker | $ 44.63 | $3.00 | $3.00 |

Additional $0.50 per hour for work more than 30" above floor on boatswain chair.
Additional $1.00 per hour for work in "Hot" areas of atomic laboratories, atomic plants, or any premises where radio-active materials are stored or handled and personal protective equipment is required.
Additional $1.00 per hour for work when required to have 40-hour HAZMAT training or the use of OSHA compliant respirator is required.

**SHIFT WORK**
When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:
All 2nd shift work shall receive 10% per hour above the rate of wages.
All 3rd shift work shall receive 15% per hour above the rate of wages.

**SUPPLEMENTAL BENEFITS**
Per hour:
$ 30.98*
* Note - $19.74 of this amount must be paid at the same premium as the wages per overtime hours.

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

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

**REGISTERED APPRENTICES**
Wages per hour:
One year terms at the following wage:

| | |
|---|---|
| 1st term | $ 25.78 |
| 2nd term | 30.88 |
| 3rd term | 33.75 |
| 4th term | 35.62 |
| 5th term | 39.38 |

Supplemental benefits per hour:

| | | |
|---|---|---|
| 1st term | $ 18.80 | Note - $8.56 of this amount must be paid at the same premium as the wage. |
| 2nd term | 23.11 | Note - $12.87 of this amount must be paid at the same premium as the wage. |
| 3rd term | 28.47 | Note - $17.23 of this amount must be paid at the same premium as the wage. |
| 4th term | 28.83 | Note - $17.59 of this amount must be paid at the same premium as the wage. |
| 5th term | 29.54 | Note - $18.30 of this amount must be paid at the same premium as the wage. |

3-71

## Sprinkler Fitter — 10/01/2026

**JOB DESCRIPTION** Sprinkler Fitter **DISTRICT** 1

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

**WAGES**
Per hour

| | 07/01/2026 | 01/01/2027 | 04/01/2027 | 01/01/2028 |
|---|---|---|---|---|
| Sprinkler Fitter | $ 47.91 | $ 47.91 | $ 50.76 | $ 50.76 |

**SUPPLEMENTAL BENEFITS**
Per hour

| | | | | |
|---|---|---|---|---|
| Journeyworker | $ 30.71 | $ 31.71 | $ 31.71 | $ 32.71 |

**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**
One Half Year terms at the following wage per hour:

| | 07/01/2026 | 01/01/2027 | 04/01/2027 | 01/01/2028 |
|---|---|---|---|---|
| 1st Term | $ 24.50 | $ 24.50 | $ 25.73 | $ 25.73 |
| 2nd Term | 27.35 | 27.35 | 28.72 | 28.72 |
| 3rd Term | 29.63 | 29.63 | 31.11 | 31.11 |
| 4th Term | 31.91 | 31.91 | 33.50 | 33.50 |
| 5th Term | 33.62 | 33.62 | 35.30 | 35.30 |
| 6th Term | 36.47 | 36.47 | 38.29 | 38.29 |
| 7th Term | 38.75 | 38.75 | 40.68 | 40.68 |
| 8th Term | 41.03 | 41.03 | 43.08 | 43.08 |
| 9th Term | 43.30 | 43.30 | 45.47 | 45.47 |
| 10th Term | 45.58 | 45.58 | 47.86 | 47.86 |
| | | | | |
| Supplemental Benefits per hour: | | | | |
| 1st & 2nd Term | $ 10.23 | $ 11.23 | $ 11.23 | $ 12.23 |
| 3rd & 4th Term | 22.79 | 23.79 | 23.79 | 24.79 |
| All Other Terms | 23.04 | 24.04 | 24.04 | 25.04 |

1-669

## Teamster - Building / Heavy&Highway 10/01/2026

**JOB DESCRIPTION** Teamster - Building / Heavy&Highway **DISTRICT** 3

**ENTIRE COUNTIES**
Erie, Niagara

**PARTIAL COUNTIES**
Genesee: Only in the Townships of Alabama, Darien and Pembroke.
Orleans: Only the Townships of Ridgeway, Shelby and Yates.
Wyoming: Only in the Townships of Arcade, Bennington, Java and Sheldon.

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

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

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

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

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

| Per hour: | 07/01/2026 | 07/01/2027 Additional |
|---|---|---|
| ALL GROUPS | $ 52.23 | $ 4.00 |

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

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

**SUPPLEMENTAL BENEFITS**
Per hour:

$ 17.55*

*Note - Only $ 9.00 per hour needs to be paid for overtime hours.

**OVERTIME PAY**
See (B, G, P) on OVERTIME PAGE

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

3-449

## Teamster - Building / Heavy&Highway — 10/01/2026

**JOB DESCRIPTION** Teamster - Building / Heavy&Highway **DISTRICT** 3

**ENTIRE COUNTIES**
Erie, Niagara

**WAGES**

| Per hour: | 07/01/2026 | 06/01/2027 Additional |
|---|---|---|
| Dump Truck Operator* | $ 33.00 | $1.50 |
| Lowboy | $ 35.00 | |

Tractor trailer drivers pulling a dump, live bottom, flatbed, step deck, or walking floor trailer will receive an additional $1.00 per hour

*Does not include Single Axle Dump Trucks (see Teamster Group 1).
*Does not include Off-highway Dump Trucks (see Teamster Groups 2-5).

**SUPPLEMENTAL BENEFITS**
Per hour:

$ 2.31

**OVERTIME PAY**
See (B, B2, Q) on OVERTIME PAGE

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

3-449d-DT

## Welder — 10/01/2026

**JOB DESCRIPTION** Welder **DISTRICT** 1

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

**WAGES**

| Per hour | 07/01/2026 |
|---|---|

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

**OVERTIME PAY**

**HOLIDAY**

1-As Per Trade

## Erie County Residential

### Electrician - Residential — 10/01/2026

**JOB DESCRIPTION** Electrician - Residential **DISTRICT** 3

**ENTIRE COUNTIES**
Erie

**PARTIAL COUNTIES**
Cattaraugus: Only the Townships of Ashford, East Otto, Ellicottville, Farmersville, Freedom, Franklinville, Lyndon, Machias, Mansfield, New Albion, Otto, Perrysburg, Persia and Yorkshire.
Genesee: Only the Townships of Alabama, Alexander, Darien, Oakfield, Pembroke and that portion of the Towns of Batavia and Elba that are west of Little Tonawanda Creek; Tonawamda 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**
***IMPORTANT NOTE: Applies to residential buildings of no more than four (4) stories in height.***

| Per hour: | 07/01/2026 |
|---|---|
| Electrician | $ 28.25 |

**SHIFT WORK**
When shift work is mandated either in the job specification or by the contracting agency the following premiums apply:
17.3% for work from 4:30PM - 1:00AM
31.4% for work from 12:30AM - 9:00AM

**SUPPLEMENTAL BENEFITS**
Per hour worked:
$ 18.69*

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

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

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

**REGISTERED APPRENTICES**
Wages per hour:

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

| | 0 to 800 | 800 to 1600 | 1600 to 3200 | 3200 to 4800 |
|---|---|---|---|---|
| 07/01/2026 | 65% | 70% | 80% | 90% |

Supplemental benefits per hour worked:

$ 15.24*

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

3-41r

### Mason - Residential — 10/01/2026

**JOB DESCRIPTION** Mason - Residential **DISTRICT** 5

**ENTIRE COUNTIES**
Erie, Niagara

**PARTIAL COUNTIES**
Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

**WAGES**

| Per hour: | 07/01/2026 |
|---|---|
| Residential: | |
| Bricklayer | $ 35.66 |
| Stone Mason | 35.66 |
| Tuck Pointer | 35.66 |

One or two family residences, one to two story masonry or brick apartments, townhouses, row houses or garden-type residences, one to two story group homes, group residences, senior living facilities or similar projects and the masonry portion of wood-frame buildings primarily used for residences not exceeding four stories.

**SUPPLEMENTAL BENEFITS**
Per hour:

Journeyworker $ 18.74

**OVERTIME PAY**
See (B,E,E2*,Q) on OVERTIME PAGE
*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

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

**REGISTERED APPRENTICES**
Wages per hour:

One year terms at the following wage:

| 1st | 2nd | 3rd | 4th |
|---|---|---|---|
| $ 21.92 | $ 25.59 | $ 29.12 | $ 33.00 |

Supplemental benefits per hour:

| 1st | 2nd | 3rd | 4th |
|---|---|---|---|
| $ 10.62 | $ 12.42 | $ 14.35 | $ 15.94 |

5-3B - Z3R

## Mason - Tile Finisher - Residential — 10/01/2026

**JOB DESCRIPTION** Mason - Tile Finisher - Residential **DISTRICT** 5

**ENTIRE COUNTIES**
Erie, Niagara, Orleans

**PARTIAL COUNTIES**
Cattaraugus: Only the township of Perrysburgh and the village of Gowanda.

**WAGES**
Per hour: 07/01/2026
Residential:
Marble, Slate, Terrazzo and Tile Finisher $ 29.13

One or two family residences, one to two story masonry or brick apartments, townhouses, row houses or garden-type residences, one to two story group homes, group residences, senior living facilities or similar projects and the masonry portion of wood-frame buildings primarily used for residences not exceeding four stories.

**SUPPLEMENTAL BENEFITS**
Per hour:

Journeyworker $ 13.73

**OVERTIME PAY**
See (B,E,E2*,Q) on OVERTIME PAGE
*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

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

**REGISTERED APPRENTICES**
Wages per hour:

One year terms at the following rates:

| 1st | 2nd | 3rd |
|---|---|---|
| $ 19.46 | $ 22.22 | $ 24.22 |

Supplemental benefits per hour:

| 1st | 2nd | 3rd |
|---|---|---|
| $ 6.16 | $ 7.71 | $ 10.02 |

5-3TF - Z3R

## Mason - Tile Setter - Residential 10/01/2026

**JOB DESCRIPTION** Mason - Tile Setter - Residential **DISTRICT** 5

**ENTIRE COUNTIES**
Erie, Niagara, Orleans

**PARTIAL COUNTIES**
Cattaraugus: Only the Township of Perrysburg and the Village of Gowanda.

**WAGES**

| Per hour: | 07/01/2026 |
|---|---|
| Residential: | |
| Marble, Slate, Terrazzo and Tile Setter | $ 36.02 |

One or two family residences, one to two story masonry or brick apartments, townhouses, row houses or garden-type residences, one to two story group homes, group residences, senior living facilities or similar projects and the masonry portion of wood-frame buildings primarily used for residences not exceeding four stories.

**SUPPLEMENTAL BENEFITS**
Per hour: $ 18.02

**OVERTIME PAY**
See (B,E,E2*,Q) on OVERTIME PAGE
*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

**HOLIDAY**

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

**REGISTERED APPRENTICES**
Wages per hour:

One year terms at the following rates:

| 1st | 2nd | 3rd | 4th |
|---|---|---|---|
| $ 21.43 | $ 25.16 | $ 28.87 | $ 32.30 |

Supplemental benefits per hour:

| 1st | 2nd | 3rd | 4th |
|---|---|---|---|
| $ 10.89 | $ 12.59 | $ 14.31 | $ 16.31 |

5-3TS - Z3R

## Operating Engineer - Residential 10/01/2026

**JOB DESCRIPTION** Operating Engineer - Residential **DISTRICT** 12

**ENTIRE COUNTIES**
Cattaraugus, Chautauqua, Erie, Niagara, Orleans, Wyoming

**PARTIAL COUNTIES**
Genesee: Only portion of County that lies WEST of a line down the center of Route 98, Excluding that area that lies within the city of Batavia

**WAGES**
***IMPORTANT NOTE: Applies to residential buildings four (4) stories or less in height. Does not apply to demolition projects.***

CLASS A: Aggregate Bin, Aggregate Plant, Air Hoist, All Boom Type Equipment, All Pans and Carry Alls, Articulated Off Road Material Hauler, Asphalt Curb and Cutter Machines, Asphalt Roller, Asphalt Spreader or Paver, Automatic Fine Grade Machine (CMI or similar, first and second operator), Back Filling Machine, Backhoe and Pullhoe (all), Belt Placer (CMI or similar), Bending Machine (pipe), Bituminous Spreader and Mixer, Blacktop Plant (all), Blast or Rotary Drill (Truck or Track Mounted), Blower for Burning Brush, Boiler (when used for power), Boom Truck, Boring Machine, Bulldozer, Cableway, Cage Hoist, Caisson Auger, Cement Bin, Central Mix Plant (and all concrete batching plants), Cherry Picker, Chipping Machine and Chip Spreader, CMI and similar type Concrete Spreaders, Compressors (4 or less), Compressors (any size, but subject to other provisions for Compressors, Dust Collectors, Generators, Mechanical Heaters, Pumps, Welding Machines - 4 of any type or combination), Concrete Curb and Gutter Machine, Concrete Curing Machine, Concrete Mixer (any and all), Concrete Pavement Spreaders and Finishers, Concrete Paver, Concrete Pump, Concrete Saw (self propelled), Conveyor, Core Drill, Crane (see crane rates), Crusher, Decon of equipment, Derrick, Dragline, Dredge, Drill Rig Tractor Mounted), Dual Drum Paver, Electric Pump used with Well Point Systems, Elevating Grader (self-propelled or towed), Elevator, Excavator (all purpose, hydraulically operated), Farm Tractor with Accessories, Fine Grade Machine, Fireman, Forklift, Form Tamper, Front End Loader, Fuel Truck, Gradall, Grader, Grout or Gunite Machine, Head Tower, Heating Boiler (used for temporary heat), Helper on Lubrication Truck or Unit, Hoist (all types), Hoisting Engine, Horizontal Directional Drill Locator - all types, Horizontal Directional Drill-All types, Hydraulic Boom, Hydraulic Hammer (self-propelled), Hydraulic Pipe Jack Machine, (or similar type machine), Hydraulic Rock Expander (or similar type machine), Hydraulic system Pumps, Industrial Tractor, Jeep Trencher, Jersey spreader, Kolman Plant Loader (and similar type loaders), Locomotive, Log Skidder, 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, Peine Crane (or similar type), Pile Driver, Plant Engineer, Pneumatic Mixer, Post Hole Digger and Post Driver, Power Broom, Power Heaterman, Power Plant in excess of 10 K.W., Pumps (4" or over), Pump Crete, Push Button Hoist, Push or Snatch Cat, Quarry Master (or equivalent), Revinius Widener, Road Widener, Rock Bit Sharpener (all types), Roller (all), Rolling Machine (Pipe), Rotomill, Scoopmobile, Shovel, Side Boom, Skimmer, Slip Form Paver (CMI or similar, first and second operator), Snorkel/Vacuum-Truck, Steam Cleaner, Strato-Tower, Stump Chipping Machine, Tire Truck & repair, Towed Roller, Tractor Drawn Belt-Type Grader/Loader, Tractor Shovel, Tractor with Towed Accessories, Tractor (when using winch power), Trencher, Truck Crane, Tube Finisher (CMI and similar), Tug Boats, Tunnel Shovel, Vibratory Compactor, Vibro Tamp, Welding Machine (1 machine over 300 amps or 2 or 3 machines regardless of amps), Well Drilling Machine, Well Point, Winch, Winch Truck with A Frame.

| | 07/01/2026 | 07/01/2027 | 07/01/2028 |
|---|---|---|---|
| Per Hour: | | | |
| Operating Engineer: | | Additional | Additional |
| Class A | $ 32.93 | 3%* | 3%* |
| Class B | $ 26.07 | (All Classes) | (All Classes) |

* To be allocated at a later date

Refer to attached GENERAL CONSTRUCTION SCHEDULE for Crane Operator and chemical, hazardous or toxic waste work.

**SUPPLEMENTAL BENEFITS**
Per hour: $ 18.15

**OVERTIME PAY**
See (B, B2, E, Q, *V) on OVERTIME PAGE
*Note: $1.15/Hr. of the Benefit is to be paid for every HOUR PAID.

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

12-17Res

## Sprinkler Fitter - Residential — 10/01/2026

**JOB DESCRIPTION** Sprinkler Fitter - Residential **DISTRICT** 1

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

**WAGES**
***IMPORTANT NOTE: "Residential fire protection work" is applicable to one or two family dwellings, all multiple family dwelling units which are permitted to have a single exterior up to and including four stories, townhouses with units stacked vertically up to and including four stories and group residential care facilities and protective care homes (sheltered housing), not to include nursing homes or ambulatory care facilities.***

Per hour

| | 07/01/2026 | 01/01/2027 | 04/01/2027 | 01/01/2028 |
|---|---|---|---|---|
| Sprinkler Fitter | $ 37.82 | $ 37.82 | $ 39.96 | $ 39.96 |

**SUPPLEMENTAL BENEFITS**
Per hour

| | | | | |
|---|---|---|---|---|
| Journeyworker | $ 30.71 | $ 31.71 | $ 31.71 | $ 32.71 |

**OVERTIME PAY**
See (B, H) 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.

1-669r

## Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

| | |
|---|---|
| ( AA ) | Time and one half of the hourly rate after 7 and one half hours per day |
| ( A ) | Time and one half of the hourly rate after 7 hours per day |
| ( B ) | Time and one half of the hourly rate after 8 hours per day |
| ( B1 ) | Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours |
| ( B2 ) | Time and one half of the hourly rate after 40 hours per week |
| ( B3 ) | Time and one half of the hourly rate after 40 straight hours per week |
| ( C ) | Double the hourly rate after 7 hours per day |
| ( C1 ) | Double the hourly rate after 7 and one half hours per day |
| ( D ) | Double the hourly rate after 8 hours per day |
| ( D1 ) | Double the hourly rate after 9 hours per day |
| ( E ) | Time and one half of the hourly rate on Saturday |
| ( E1 ) | Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours |
| ( E2 ) | Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather |
| ( E3 ) | Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week |
| ( E4 ) | Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather |
| ( E5 ) | Double time after 8 hours on Saturdays |
| ( F ) | Time and one half of the hourly rate on Saturday and Sunday |
| ( G ) | Time and one half of the hourly rate on Saturday and Holidays |
| ( H ) | Time and one half of the hourly rate on Saturday, Sunday, and Holidays |
| ( I ) | Time and one half of the hourly rate on Sunday |
| ( J ) | Time and one half of the hourly rate on Sunday and Holidays |
| ( K ) | Time and one half of the hourly rate on Holidays |
| ( L ) | Double the hourly rate on Saturday |
| ( M ) | Double the hourly rate on Saturday and Sunday |
| ( N ) | Double the hourly rate on Saturday and Holidays |
| ( O ) | Double the hourly rate on Saturday, Sunday, and Holidays |
| ( P ) | Double the hourly rate on Sunday |
| ( Q ) | Double the hourly rate on Sunday and Holidays |
| ( R ) | Double the hourly rate on Holidays |

| | |
|---|---|
| ( S ) | Two and one half times the hourly rate for Holidays |
| ( S1 ) | Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours. |
| ( T ) | Triple the hourly rate for Holidays |
| ( U ) | Four times the hourly rate for Holidays |
| ( V ) | Including benefits at SAME PREMIUM as shown for overtime |
| ( W ) | Time and one half for benefits on all overtime hours. |
| ( X ) | Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.) |

## Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

| | |
|---|---|
| ( 1 ) | None |
| ( 2 ) | Labor Day |
| ( 3 ) | Memorial Day and Labor Day |
| ( 4 ) | Memorial Day and July 4th |
| ( 5 ) | Memorial Day, July 4th, and Labor Day |
| ( 6 ) | New Year's, Thanksgiving, and Christmas |
| ( 7 ) | Lincoln's Birthday, Washington's Birthday, and Veterans Day |
| ( 8 ) | Good Friday |
| ( 9 ) | Lincoln's Birthday |
| ( 10 ) | Washington's Birthday |
| ( 11 ) | Columbus Day |
| ( 12 ) | Election Day |
| ( 13 ) | Presidential Election Day |
| ( 14 ) | 1/2 Day on Presidential Election Day |
| ( 15 ) | Veterans Day |
| ( 16 ) | Day after Thanksgiving |
| ( 17 ) | July 4th |
| ( 18 ) | 1/2 Day before Christmas |
| ( 19 ) | 1/2 Day before New Years |
| ( 20 ) | Thanksgiving |
| ( 21 ) | New Year's Day |
| ( 22 ) | Christmas |
| ( 23 ) | Day before Christmas |
| ( 24 ) | Day before New Year's |
| ( 25 ) | Presidents' Day |
| ( 26 ) | Martin Luther King, Jr. Day |
| ( 27 ) | Memorial Day |
| ( 28 ) | Easter Sunday |

( 29 ) Juneteenth

# *NAME OF BIDDER*

**BID SUBMITTED BY:** _____

**PROPOSAL FOR:**

**NEW SANITARY SEWER LATERAL CONSTRUCTION WORK**

**Sheriff's Maintenance Garage Sewer Lateral**
**11494 Walden Ave, Alden, NY 14004**

TO: **William E. Geary,** Commissioner of Public Works
Erie County Department of Public Works
Rath Building, 95 Franklin Street, Suite 1400, Buffalo, NY 14202

Commissioner Geary:

Pursuant to and in compliance with your advertisement for Bids, the undersigned offers to furnish all materials and all plant, labor, supplies, equipment, transportation and other facilities necessary or proper for, or incidental to the construction work, as required by and in strict accord with the contract documents dated 11/10/2026 entitled: *"New Sanitary Sewer Lateral, Sheriff's Maintenance Garage, 11580 Walden Ave"* including all Addenda for the following sum of:

BASE BID (including allowances):

_____

/100 DOLLARS ($ )

_____

Completion: We agree to complete this work within _____ calendar days from the Notice to Proceed.

**CAUTION: Be advised that Erie County Local Law No. 3-2018 will be enforced. All bidders submitting bids with a value in excess of $250,000 must adhere to the provisions detailed within this Proposal and Section 10 of the General Conditions. For consideration, bidders must (1) check the appropriate box and (2) enclose the corresponding paperwork.**

**CAUTION: ERIE COUNTY EXECUTIVE ORDER #18: The project contemplated by these Bid Specifications may be subject to Erie County Executive Order #18 ("EO #18") which is included along with its Rules and Regulations for reference in Appendix "D" to the General Conditions of this Bid. All bids with a value that meets or exceeds $250,000 must include a verified attestation of intent to comply and statement of work force. Such attestation and statement is attached hereto. Any bids received which do not include such attestation or include an incomplete attestation will be deemed non-compliant and will not be considered for award. Should it be determined that the project is subject to EO #18, Contractor must provide county with a fully executed and verified Local and Disadvantaged Worker Compliance Certification prior to final execution of an award agreement.**

**CAUTION: All compliance reporting required for Erie County Local Law No. 3-2018 and Executive Order #18 shall now be completed via LCPtracker. The County will be available to assist with any reasonable training requests and support, as necessary.**

**NOTE: Lump-Sum Allowances are to include an Overhead and Profit (O&P) Margin. Unit-Price Allowances are NOT to include an O&P Margin. O&P for unit prices are to be included in the unit price. See Specification 012100 – Allowances for more information.**

**NOTE: As of April 6, 2021 the County of Erie is requiring a new experience questionnaire form. Please reference Section 5 of the Information to Bidders included within the project manual for detailed information.**

## SUMMARY OF WORKFORCE, MINORITY/WOMEN BUSINESS, & DISABLED VETERANS BUSINESS COMMITMENT

| Requirement | Applicable when Contract value meets or exceeds: | Reference |
|---|---|---|
| Erie County Executive Order No.18 | $250,000 | General Conditions Section 8.08 |
| New York State Certified Apprenticeship Training Program | $250,000 | General Conditions Section 10 |
| Minority/ Women Business Enterprise & Disabled Veterans Business | $100,000 | General Conditions Section 8.06 |
| General Minority and Women Workforce Goals | All Contracts | General Conditions Section 8.05 |
| Equal Pay Certification | All Contracts | General Conditions Sections 8.04 & 8.07 |

***Refer to Supplemental General Conditions for any modifications to the above**

## ALLOWANCES

There are no allowances specified for this project.

## SUBSTITUTIONS

If awarded a contract based on the above proposal, we will use materials and equipment specified with the following exceptions:

| ITEMS | MANUFACTURER'S NAME AND PRODUCT DESCRIPTION |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

It is understood that if any of the above proposed substitutions are not accepted by the Owner, we will furnish the product named in the specifications. Substitutions are not permitted after the award of contract.

ADDENDA:

The foregoing proposal covers the following Addenda:

(Here list, by number, each addendum issued prior to bidding.)

NON-COLLUSIVE BIDDING CERTIFICATE.

1. By submission of this bid, the bidder and each person signing on behalf of the 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 or its knowledge and belief:

    a. The prices in this bid have been arrived at independently with no 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; and
    b. 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
    c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition; and
    d. If the bidder is a corporation, this certificate is and shall be deemed to have been authorized by the board of directors of the bidder, and such authorization is and shall be deemed to include the signing and submission of the bid and the inclusion therein of this certificate of non-collusion as the act and deed of the corporation.

2. Pursuant to 103-d, General Municipal Law, a bid shall not be considered for award nor shall any award be made where the above Non-Collusive Certificate, Paragraphs 1, (A), (B), (C), and (D) have not been complied with, unless explained, justified and legally excused in accordance with said law.

This proposal and/or contract shall be governed by New York State Law.

The undersigned agrees together into a contract for the above stated compensation, under the terms and conditions outlined, plus any other conditions mutually agreed upon.

NAME OF FIRM: Federal Tax ID No.:

AUTHORIZED SIGNATURE:

PRINTED OR TYPEWRITTEN
NAME OF SIGNATORY:

TITLE:

ADDRESS:

PHONE No.: FAX No.:

EMAIL ADDRESS:

DATE:

SEAL IF BIDDER
IS A CORPORATION

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS**
**OFFICE OF THE COMMISSIONER**

To facilitate correct drawing and execution of contract, Bidders shall supply full information concerning legal status as follows:

NAME: _____

CORPORATION CO-PARTNERSHIP AN INDIVIDUAL TRADE
(Strike out classification not applicable.)

ADDRESS OF PRINCIPAL OFFICE:

Street: _____

City: _____

State: _____

LOCAL BRANCH OFFICE ADDRESS:

_____

INCORPORATED UNDER THE LAWS OF THE STATE OF: _____

If Foreign Corporation, state if authorized to do business in the State of New York: (YES) (NO)

If Co-Partnership, Names of Partners and Addresses are:

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

If doing business under Trade Name, Assumed Name or Firm Style:

Name of Owner: _____

Certificate Filed: _____ _____

(Place) (Date)

# NEW YORK STATE CERTIFIED APPRENTICESHIP TRAINING PROGRAM CERTIFICATION

**Pursuant to Erie County Local Law 3-2018 the following MUST be submitted along with supporting documentation** unless the Contracting Agency has otherwise determined under Section 2f of the Erie County Rules and Regulations that the New York State Certified Apprenticeship Training Program does not apply.

TO BE FILLED OUT BY BIDDER: please check that which applies on 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 by the Bidder As Prime Contractor or by the Subcontractor(s) to the Bidder as Prime Contractor. Such Plan shall include at a minimum:

Please check all items i through vi to acknowledge compliance:

- [ ] 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 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;
- [ ] v. A minimum of ten percent (10%) 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 be consist of persons participating in a NYSCATP; and
- [ ] vi. In all cases, such Certified Apprenticeship Training Program must be specific to the type and scope of work which is being performed and must have a graduation rate of at least thirty percent (30%) as determined by the New York State Department of Labor.

[ ] Enclosed is a detailed explanatory written statement as to the inapplicability of Apprenticeship participation due to: the lack of career opportunities in NYSCATP Approved by New York State Department of Labor Commissioner; OR the magnitude of the construction contract which would make use of apprentices impracticable.

| _____ | _____ | _____ |
|---|---|---|
| *SIGNATURE* | *COMPANY NAME* | *DATE* |

CONTRACTOR'S OWN WORKFORCE

(This form must be submitted with the Contractor's bid proposal)

Pursuant to Section 3.18 – Contractor's Own Workforce, of the General Conditions, the Contractor submitting a bid proposal acknowledges that they will perform a minimum of 25% of the work with their own workforce as follows:

| Task | Value of Work |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| Total Value of Workforce | |
| Percentage of Total Bid | % |

_____ _____ _____

*SIGNATURE* *COMPANY NAME* *DATE*

**Erie County Equal Pay Certification**

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together "Equal Pay Law"). We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Equal Pay Law. We certify that we have not been the subject of an adverse finding under the Equal Pay Law within the previous five years and, in the alternative, if we were the subject of an adverse finding under the Equal Pay Law within the previous five years, we have annexed a detailed description of the finding(s). In addition, we have annexed a detailed description of any currently pending claims under the Equal Pay Law in which we are involved.

_____
Signature

**Verification**

**A) OWNER/PARTNERSHIP**

STATE OF _____ )
COUNTY OF _____ ) SS:

_____, being duly sworn, states he or she is the owner of (or a partner in) _____, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

Sworn to before me this _____Day of _____, 20__

_____
Notary

**B) CORPORATE**

STATE OF _____ )
COUNTY OF _____ ) SS:

_____, being duly sworn, states that he or she is the
Name of Corporate Officer
_____, of_____,
Title of Corporate Officer Name of Corporation
the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.
Sworn to before me this _____Day of _____, 20__

_____
Notary

# ERIE COUNTY EXECUTIVE ORDER #18
# ATTESTATION AND
# STATEMENT OF WORKFORCE

We hereby attest that we have read and understand Erie County Executive Order #18 ("EO #18"). We acknowledge that the project we are bidding on may be subject to the provisions thereof. We further attest that, should we be identified as the successful bidder and should the appropriate individual or entity determine that this project is subject to EO #18, we will be in compliance with such Order, or we will have been granted a partial waiver by the Erie County Office of Equal Employment Opportunity prior to starting work on the project.

We further acknowledge that in order for Erie County to determine if the project we are bidding on is subject to EO #18, they need to analyze the workforce that we intend to use on such project. We therefore now do attest that it is our current intention to use _____#___ construction workers, which number includes any subcontracted construction workers, on this project should it be awarded to us. For purposes of this attestation we understand that construction worker shall mean a laborer, workman, or mechanic who is 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.

_____
Signature

**Verification**

STATE OF NEW YORK )
COUNTY OF ERIE ) SS:

A)
_____, being duly sworn, states he or she is the owner of (or partner in) _____, and is making the foregoing Attestation and Statement of Workforce and that such representations made are true to his or her own knowledge.

B)
_____, being duly sworn, states that he or she is the (Name of Corporate Officer) _____, of (Name of Corporation or Enterprise)_____, that he or she has read the Attestation and Statement of Workforce and that such representations made are true to his or her knowledge, and are made at the direction of the Board of Directors of the Corporation.

Sworn to before me this _____ _____
Day of _____. 20_____ Notary Public

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS**
**OFFICE OF THE COMMISSIONER**

## ACKNOWLEDGMENT OF DRUG AND ALCOHOL TESTING COMPLIANCE

_____hereby acknowledges that a drug
(PRINT OR TYPE COMPANY NAME)
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)

_____
(Contact Person/Telephone)

_____
(Company's Official's Name)

_____
(Signature)

_____
(Date)

Subscribed to before me on

_____, day of _____ 20___

_____
Notary Public

Due to the safety-sensitive nature of the work which your Commercial Driver Licensed (CDL) employees may perform on this project, you are required to implement a drug and alcohol testing program which follows Federal Department of Transportation rules (CFR, Title 49, Parts 40 and 382). Further, as a condition of your contract, you must also submit proof of your compliance via this form to the Erie County Department of Public Works, office of the Commissioner.

This form must be signed and returned to the Commissioner of Public Works, 14th Floor, Rath Building, 95 Franklin Street, Buffalo, NY, no later than three (3) working days after the bid opening.

# NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
# FOR-PROFIT CONSTRUCTION (CCA-2)

You have selected the For-Profit Construction questionnaire, commonly known as the "CCA-2," which may be printed and completed in this format or, **for your convenience**, **may be completed online using the New York State VendRep System.**

## COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor's business and operations. An owner or official must certify the questionnaire and the signature must be notarized.

## NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at ITServiceDesk@osc.state.ny.us or call 866-370-4672.

## DEFINITIONS

All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," found at http://www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

## RESPONSES

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

**NYS VENDOR ID: 000000000**

# NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

| **BUSINESS ENTITY INFORMATION** | | |
|---|---|---|
| Legal Business Name | EIN<br>____ | |
| Address of the Principal Place of Business (street, city, state, zip code) | New York State Vendor Identification Number | |
| | Telephone<br>ext. | Fax |
| | Website | |
| Authorized Contact for this Questionnaire | | |
| Name | Telephone<br>ext. | Fax |
| Title | Email | |

Additional Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed and the status (active or inactive).

| Type | Name | EIN | State or County where filed | Status |
|---|---|---|---|---|
| | | | | |
| | | | | |

| **I. BUSINESS CHARACTERISTICS** | | |
|---|---|---|
| 1.0 Business Entity Type – Check appropriate box and provide additional information: | | |
| a) ☐ Corporation (including PC) | Date of Incorporation | |
| b) ☐ Limited Liability Company (LLC or PLLC) | Date Organized | |
| c) ☐ Limited Liability Partnership | Date of Registration | |
| d) ☐ Limited Partnership | Date Established | |
| e) ☐ General Partnership | Date Established | County (if formed in NYS) |
| f) ☐ Sole Proprietor | How many years in business? | |
| g) ☐ Other | Date Established | |
| If Other, explain: | | |
| 1.1 Was the Business Entity formed in New York State? | | ☐ Yes ☐ No |
| If "No," indicate jurisdiction where the Business Entity was formed: | | |
| ☐ United States | State | |
| ☐ Other | Country | |

# NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

| **I. BUSINESS CHARACTERISTICS** | |
|---|---|
| 1.2 Is the Legal Business Entity publicly traded? | ☐ Yes ☐ No |
| If "Yes," provide the CIK code or Ticker Symbol: | |
| 1.3 Is the Business Entity currently registered to do business in New York State?<br>*Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership* | ☐ Yes ☐ No<br>☐ Not Required |
| If "No," explain why the Business Entity is not required to be registered to do business in New York State: | |
| 1.4 Is the responding Business Entity a Joint Venture? Note: If the submitting Business Entity is a Joint Venture, also submit a separate questionnaire for each Business Entity comprising the Joint Venture. | ☐ Yes ☐ No |
| 1.5 If the Business Entity's Principal Place of Business is not in New York State, does the Business Entity maintain an office in New York State?<br>*(Select "N/A" if Principal Place of Business is in New York State.)* | ☐ Yes ☐ No<br>☐ N/A |
| If "Yes," provide the address and telephone number for one office located in New York State. | |
| 1.6 Is the Business Entity a New York State certified Minority-Owned Business Enterprise, or Women-Owned Business Enterprise, or New York State Small Business, or federally certified Disadvantaged Business Enterprise? | ☐ Yes ☐ No |
| If "Yes," check all that apply:<br>☐ New York State certified Minority-Owned Business Enterprise (MBE)<br>☐ New York State certified Women-Owned Business Enterprise (WBE)<br>☐ New York State Small Business<br>☐ Federally certified Disadvantaged Business Enterprise (DBE) | |
| 1.7 Identify each person or business entity that is, or has been within the past five (5) years, Principal Owner of 5.0% or more of the firm's shares; a Business Entity Official; or one of the five largest shareholders, if applicable. *(Attach additional pages if necessary.)*<br>Joint Ventures: Provide information for all firms involved. | |

| Name *(For each person, include middle initial)* | Title | Percentage of ownership (Enter 0%, if not applicable) | Employment status with the firm |
|---|---|---|---|
| | | | ☐ Current ☐ Former |
| | | | ☐ Current ☐ Former |
| | | | ☐ Current ☐ Former |
| | | | ☐ Current ☐ Former |

# NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

| **II. AFFILIATE and JOINT VENTURE RELATIONSHIPS** | | |
|---|---|---|
| 2.0 Are there any other construction-related firms in which, now or in the past five years, the submitting Business Entity or any of the individuals or business entities listed in question 1.7 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm? *(Attach additional pages if necessary.)* | | ☐ Yes ☐ No |
| Firm/Company Name | Firm/Company EIN (If available) | Firm/Company's Primary Business Activity |
| | | |
| Firm/Company Address | | |
| Explain relationship with the firm and indicate percent of ownership, if applicable (enter N/A, if not applicable): | | |
| Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this firm? | | ☐ Yes ☐ No |
| Individual's Name *(Include middle initial)* | Position/Title with Firm/Company | |
| 2.1 Does the Business Entity have any construction-related affiliates not identified in the response to question 2.0 above? *(Attach additional pages if necessary.)* | | ☐ Yes ☐ No |
| Affiliate Name | Affiliate EIN (If available) | Affiliate's Primary Business Activity |
| Affiliate Address | | |
| Explain relationship with the affiliate and indicate percent of ownership, if applicable *(enter N/A, if not applicable)*: | | |
| Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this affiliate? | | ☐ Yes ☐ No |
| Individual's Name *(Include middle initial)* | Position/Title with Firm/Company | |
| 2.2 Has the Business Entity participated in any construction-related Joint Ventures within the past three (3) years? *(Attach additional pages if necessary.)* | | ☐ Yes ☐ No |
| Joint Venture Name | Joint Venture EIN (If available) | Identify parties to the Joint Venture |

# NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
# FOR-PROFIT CONSTRUCTION (CCA-2)

| **III. CONTRACT HISTORY** | |
|---|---|
| 3.0 Has the Business Entity completed any construction contracts? | ☐ Yes ☐ No |
| *If "Yes," list the ten most recent construction contracts the Business Entity has completed using Attachment A – Completed Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc.*<br>*If less than ten, include most recent subcontracts on projects up to that number.* | |
| 3.1 Does the Business Entity currently have uncompleted construction contracts? | ☐ Yes ☐ No |
| *If "Yes," list all current uncompleted construction contracts by using Attachment B – Uncompleted Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc.*<br>*Note: Ongoing projects must be included.* | |

| **IV. INTEGRITY – CONTRACT BIDDING**<br>***Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*** | |
|---|---|
| 4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement? | ☐ Yes ☐ No |
| 4.1 Been subject to a denial or revocation of a government prequalification? | ☐ Yes ☐ No |
| 4.2 Had any bid rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? | ☐ Yes ☐ No |
| 4.3 Had a proposed subcontract rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? | ☐ Yes ☐ No |
| 4.4 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract? | ☐ Yes ☐ No |
| 4.5 Agreed to a voluntary exclusion from bidding/contracting with a government entity? | ☐ Yes ☐ No |
| 4.6 Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity? | ☐ Yes ☐ No |
| *For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.* | |

| **V. INTEGRITY – CONTRACT AWARD**<br>***Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*** | |
|---|---|
| 5.0 Defaulted on or been suspended, cancelled or terminated for cause on any contract? | ☐ Yes ☐ No |
| 5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution (except any disputed work proceeding) in connection with any government contract? | ☐ Yes ☐ No |
| 5.2 Entered into a formal monitoring agreement, consent decree or stipulation settlement as specified by, or agreed to with, any government entity? | ☐ Yes ☐ No |
| 5.3 Had its surety called upon to complete any contract whether government or private sector? | ☐ Yes ☐ No |
| 5.4 Forfeited all or part of a standby letter of credit in connection with any government contract? | ☐ Yes ☐ No |

# NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
# FOR-PROFIT CONSTRUCTION (CCA-2)

## V. INTEGRITY – CONTRACT AWARD

***Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:***

*For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity/owners involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

## VI. CERTIFICATIONS/LICENSES

***Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:***

| | | |
|---|---|---|
| 6.0 | Had a revocation or suspension of any business or professional permit and/or license? | ☐ Yes ☐ No |
| 6.1 | Had a denial, decertification, revocation or forfeiture of New York State certification of Minority-Owned Business Enterprise, Women-Owned Business Enterprise or a federal certification of Disadvantaged Business Enterprise status, for other than a change of ownership? | ☐ Yes ☐ No |

*For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

## VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

***Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:***

| | | |
|---|---|---|
| 7.0 | Been the subject of a criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law? | ☐ Yes ☐ No |
| 7.1 | Been the subject of: | |
| | (i.) An indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime; or | ☐ Yes ☐ No |
| | (ii.) Any criminal investigation, felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent Minority-Owned Business Enterprise, Women-Owned Business Enterprise, or a Disadvantaged Business Enterprise? | ☐ Yes ☐ No |
| 7.2 | Received any OSHA citation, which resulted in a final determination classified as serious or willful? | ☐ Yes ☐ No |
| 7.3 | Had a government entity find a willful prevailing wage or supplemental payment violation? | ☐ Yes ☐ No |
| 7.4 | Had a New York State Labor Law violation deemed willful? | ☐ Yes ☐ No |
| 7.5 | Entered into a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local environmental laws? | ☐ Yes ☐ No |

# NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
# FOR-PROFIT CONSTRUCTION (CCA-2)

## VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

***Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:***

| | | |
|---|---|---|
| 7.6 | Other than previously disclosed, been the subject of any citations, notices or violation orders; a pending administrative hearing, proceeding or determination of a violation of:<br>• Federal, state or local health laws, rules or regulations;<br>• Federal, state or local environmental laws, rules or regulations;<br>• Unemployment insurance or workers compensation coverage or claim requirements;<br>• Any labor law or regulation, which was deemed willful;<br>• Employee Retirement Income Security Act (ERISA);<br>• Federal, state or local human rights laws;<br>• Federal, state or local security laws? | ☐ Yes ☐ No |

*For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

*Note: Information regarding a determination or finding made in error, which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required.*

## VIII. LEADERSHIP INTEGRITY

***If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.***

***Within the past five (5) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with any government entity been:***

| | | |
|---|---|---|
| 8.0 | Sanctioned relative to any business or professional permit and/or license? | ☐ Yes ☐ No ☐ N/A |
| 8.1 | Suspended, debarred or disqualified from any government contracting process? | ☐ Yes ☐ No ☐ N/A |
| 8.2 | The subject of a criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law? | ☐ Yes ☐ No ☐ N/A |
| 8.3 | Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:<br>(i.) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or<br>(ii.) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny | ☐ Yes ☐ No ☐ N/A |

*For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

# NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

## IX. FINANCIAL AND ORGANIZATIONAL CAPACITY

| | |
|---|---|
| 9.0 Within the past five (5) years, has the Business Entity or any affiliate received any formal unsatisfactory performance assessment(s) from any government entity on any contract? | ☐ Yes ☐ No |
| *If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.* | |
| *9.1* Within the past five (5) years, has the Business Entity or any affiliate had any liquidated damages assessed over $25,000? | ☐ Yes ☐ No |
| *If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.* | |
| 9.2 Within the past five (5) years, has the Business Entity or any affiliate had any liens, claims or judgments over $25,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 90 days? (*Note: Including but not limited to tax warrants or liens. Do not include UCC filings.)* | ☐ Yes ☐ No |
| *If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the Lien holder or Claimants' name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.* | |
| 9.3 In the last seven (7) years, has the Business Entity or any affiliate initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending? | ☐ Yes ☐ No |
| *If "Yes," provide the Business Entity involved, the relationship to the submitting Business Entity, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.* | |

| | |
|---|---|
| 9.4 What is the Business Entity's Bonding Capacity? | |
| a. Single Project | b. Aggregate (All Projects) |
| 9.5 List Business Entity's Gross Sales for the previous three (3) Fiscal Years: | |

| | | |
|---|---|---|
| 1st Year (Indicate year )<br>Gross Sales | 2nd Year (Indicate year )<br>Gross Sales | 3rd Year (Indicate year )<br>Gross Sales |
| 9.6 List Business Entity's Average Backlog for the previous three (3) fiscal years:<br>(Estimated total value of uncompleted work on outstanding contracts) | | |
| 1st Year (Indicate year )<br>Amount | 2nd Year (Indicate year )<br>Amount | 3rd Year (Indicate year )<br>Amount |
| 9.7 Attach Business Entity's most recent annual financial statement and accompanying notes or complete Attachment C – Financial Information, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls.<br>*(This information must be attached.)* | | |

**NYS VENDOR ID: 000000000**

# NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

| **X. FREEDOM OF INFORMATION LAW (FOIL)** | |
|---|---|
| 10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).<br>*Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.* | ☐ Yes ☐ No |
| *If "Yes," indicate the question number(s) and explain the basis for the claim.* | |

# NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

## Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

**The undersigned certifies that he/she:**

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Sworn to before me this _____ day of _____, 20___;

_____ Notary Public

**NEW YORK STATE**

# VENDOR RESPONSIBILITY QUESTIONNAIRE

## ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

**Vendor Name:** **NYS Vendor ID:**

| | | | | | |
|---|---|---|---|---|---|
| **Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:** | | | | | |
| **1.** | Agency/Owner | | Award Date | Amount | Date Completed |
| | Contact Person | Telephone No. | Designer Architect and /or Design Engineer | | |
| | Contract No. / Prime or Sub | Joint Venture (JV) Name, if applicable | | | EIN of JV, if applicable |
| **2.** | Agency/Owner | | Award Date | Amount | Date Completed |
| | Contact Person | Telephone No. | Designer Architect and /or Design Engineer | | |
| | Contract No. / Prime or Sub | Joint Venture (JV) Name, if applicable | | | EIN of JV, if applicable |
| **3.** | Agency/Owner | | Award Date | Amount | Date Completed |
| | Contact Person | Telephone No. | Designer Architect and /or Design Engineer | | |
| | Contract No. / Prime or Sub | Joint Venture (JV) Name, if applicable | | | EIN of JV, if applicable |
| **4.** | Agency/Owner | | Award Date | Amount | Date Completed |
| | Contact Person | Telephone No. | Designer Architect and /or Design Engineer | | |
| | Contract No. / Prime or Sub | Joint Venture (JV) Name, if applicable | | | EIN of JV, if applicable |
| **5.** | Agency/Owner | | Award Date | Amount | Date Completed |
| | Contact Person | Telephone No. | Designer Architect and /or Design Engineer | | |
| | Contract No. / Prime or Sub | Joint Venture (JV) Name, if applicable | | | EIN of JV, if applicable |

**NEW YORK STATE**

# VENDOR RESPONSIBILITY QUESTIONNAIRE

## ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

**Vendor Name:** **NYS Vendor ID:**

| **Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:** | | | | | | |
|---|---|---|---|---|---|---|
| **6.** | Agency/Owner | | | Award Date | Amount | Date Completed |
| | Contact Person | | Telephone No. | Designer Architect and /or Design Engineer | | |
| | Contract No. | Prime or Sub | Joint Venture (JV) Name, if applicable | | | EIN of JV, if applicable |
| **7.** | Agency/Owner | | | Award Date | Amount | Date Completed |
| | Contact Person | | Telephone No. | Designer Architect and /or Design Engineer | | |
| | Contract No. | Prime or Sub | Joint Venture (JV) Name, if applicable | | | EIN of JV, if applicable |
| **8.** | Agency/Owner | | | Award Date | Amount | Date Completed |
| | Contact Person | | Telephone No. | Designer Architect and /or Design Engineer | | |
| | Contract No. | Prime or Sub | Joint Venture (JV) Name, if applicable | | | EIN of JV, if applicable |
| **9.** | Agency/Owner | | | Award Date | Amount | Date Completed |
| | Contact Person | | Telephone No. | Designer Architect and /or Design Engineer | | |
| | Contract No. | Prime or Sub | Joint Venture (JV) Name, if applicable | | | EIN of JV, if applicable |
| **10.** | Agency/Owner | | | Award Date | Amount | Date Completed |
| | Contact Person | | Telephone No. | Designer Architect and /or Design Engineer | | |
| | Contract No. | Prime or Sub | Joint Venture (JV) Name, if applicable | | | EIN of JV, if applicable |

**NEW YORK STATE**

# VENDOR RESPONSIBILITY QUESTIONNAIRE

## ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

**Vendor Name:** **NYS Vendor ID:**

**Question 3.1: List all current uncompleted construction contracts:**

| | | | | | |
|---|---|---|---|---|---|
| **1.** | Agency/Owner | | | Award Date | Completion Date |
| | Contact Person | | Telephone No. | Designer Architect and /or Design Engineer | |
| | Contract No. | Prime or Sub | Joint Venture (JV) Name, if applicable | | EIN of JV, if applicable |
| | | | Total Contract Amount | Amount Sublet to others | Uncompleted Amount |
| **2.** | Agency/Owner | | | Award Date | Completion Date |
| | Contact Person | | Telephone No. | Designer Architect and /or Design Engineer | |
| | Contract No. | Prime or Sub | Joint Venture (JV) Name, if applicable | | EIN of JV, if applicable |
| | | | Total Contract Amount | Amount Sublet to others | Uncompleted Amount |
| **3.** | Agency/Owner | | | Award Date | Completion Date |
| | Contact Person | | Telephone No. | Designer Architect and /or Design Engineer | |
| | Contract No. | Prime or Sub | Joint Venture (JV) Name, if applicable | | EIN of JV, if applicable |
| | | | Total Contract Amount | Amount Sublet to others | Uncompleted Amount |
| **4.** | Agency/Owner | | | Award Date | Completion Date |
| | Contact Person | | Telephone No. | Designer Architect and /or Design Engineer | |
| | Contract No. | Prime or Sub | Joint Venture (JV) Name, if applicable | | EIN of JV, if applicable |
| | | | Total Contract Amount | Amount Sublet to others | Uncompleted Amount |

**NEW YORK STATE**

# VENDOR RESPONSIBILITY QUESTIONNAIRE

## ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

**Vendor Name:** **NYS Vendor ID:**

**Question 3.1: List all current uncompleted construction contracts:**

| | | | | | |
|---|---|---|---|---|---|
| **5.** | Agency/Owner | | | Award Date | Completion Date |
| | Contact Person | | Telephone No. | Designer Architect and /or Design Engineer | |
| | Contract No. | Prime or Sub | Joint Venture (JV) Name, if applicable | | EIN of JV, if applicable |
| | | | Total Contract Amount | Amount Sublet to others | Uncompleted Amount |
| **6.** | Agency/Owner | | | Award Date | Completion Date |
| | Contact Person | | Telephone No. | Designer Architect and /or Design Engineer | |
| | Contract No. | Prime or Sub | Joint Venture (JV) Name, if applicable | | EIN of JV, if applicable |
| | | | Total Contract Amount | Amount Sublet to others | Uncompleted Amount |
| **7.** | Agency/Owner | | | Award Date | Completion Date |
| | Contact Person | | Telephone No. | Designer Architect and /or Design Engineer | |
| | Contract No. | Prime or Sub | Joint Venture (JV) Name, if applicable | | EIN of JV, if applicable |
| | | | Total Contract Amount | Amount Sublet to others | Uncompleted Amount |
| **8.** | Agency/Owner | | | Award Date | Completion Date |
| | Contact Person | | Telephone No. | Designer Architect and /or Design Engineer | |
| | Contract No. | Prime or Sub | Joint Venture (JV) Name, if applicable | | EIN of JV, if applicable |
| | | | Total Contract Amount | Amount Sublet to others | Uncompleted Amount |

**NEW YORK STATE**

# VENDOR RESPONSIBILITY QUESTIONNAIRE

## ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

**Vendor Name:** **NYS Vendor ID:**

**Question 3.1: List all current uncompleted construction contracts:**

| | | | | | |
|---|---|---|---|---|---|
| **9.** | Agency/Owner | | | Award Date | Completion Date |
| | Contact Person | | Telephone No. | Designer Architect and /or Design Engineer | |
| | Contract No. | Prime or Sub | Joint Venture (JV) Name, if applicable | | EIN of JV, if applicable |
| | | | Total Contract Amount | Amount Sublet to others | Uncompleted Amount |
| **10.** | Agency/Owner | | | Award Date | Completion Date |
| | Contact Person | | Telephone No. | Designer Architect and /or Design Engineer | |
| | Contract No. | Prime or Sub | Joint Venture (JV) Name, if applicable | | EIN of JV, if applicable |
| | | | Total Contract Amount | Amount Sublet to others | Uncompleted Amount |

| | |
|---|---|
| **Grand Total All Uncompleted Contracts** | **$0.00** |

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE**
**ATTACHMENT C - FINANCIAL INFORMATION**

**NYS Vendor ID:** _____

**As of Date:** _____

## ASSETS

Current Assets

| | | | |
|---|---|---|---|
| 1. Cash | | | $ - |
| 2. Accounts receivable - less allowance for doubtful accounts | $ - | | |
| Retainers included in accounts receivable | $ - | | |
| Claims included in accounts receivable not yet approved or in litigation | $ - | | |
| Total Accounts Receivable | | | $ - |
| 3. Notes receivable - due within one year | | | $ - |
| 4. Inventory - materials | | | $ - |
| 5. Contract costs in excess of billings on uncompleted contracts | | | $ - |
| 6. Accrued income receivable | | | |
| Interest | $ - | | |
| Other (list) _____ | $ - | | |
| _____ | $ - | | |
| Total Accrued Income Receivable | | | $ - |
| 7. Deposits | | | |
| Bid and Plan _____ | $ - | | |
| Other (list) _____ | $ - | | |
| _____ | $ - | | |
| Total Deposits | | | $ - |
| 8. Prepaid Expenses | | | |
| Income Taxes | $ - | | |
| Insurance | $ - | | |
| Other (list) _____ | $ - | | |
| _____ | $ - | | |
| Total Prepaid Expenses | | | $ - |
| 9. Other Current Assets | | | |
| Other (list) _____ | $ - | | |
| _____ | $ - | | |
| Total Other Current Assets | | | $ - |
| 10. Total Current Assets | | | $ - |
| 11. Investments | | | |
| Listed securities-present market value | $ - | | |
| Unlisted securities-present value | $ - | | |
| Total Investments | | | $ - |

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE**
**ATTACHMENT C - FINANCIAL INFORMATION**

**NYS Vendor ID:** _____

| | | | |
|---|---|---|---|
| 12. Fixed Assets | | | |
| Land | $ - | | |
| Building and improvements | $ - | | |
| Leasehold improvements | $ - | | |
| Machinery and equipment | $ - | | |
| Automotive equipment | $ - | | |
| Office furniture and fixtures | $ - | | |
| Other (list) _____ | $ - | | |
| _____ | $ - | | |
| Total | | $ - | |
| Less: Accumulated depreciation | | $ - | |
| Total Fixed Assets - Net | | | $ - |
| 13. Other Assets | | | |
| Loans receivable | | | |
| Officers | $ - | | |
| Employees | $ - | | |
| Shareholders | $ - | | |
| Cash surrender value of officers' life insurance | $ - | | |
| Organization expense – net of amortization | $ - | | |
| Notes receivable - due after one year | $ - | | |
| Other (list) _____ | $ - | | |
| _____ | $ - | | |
| Total Other Assets | | | $ - |
| 14. TOTAL ASSETS | | | $ - |

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE**
**ATTACHMENT C - FINANCIAL INFORMATION**

**NYS Vendor ID:** _____

## LIABILITIES

Current Liabilities

| | | |
|---|---|---|
| 15. Accounts payable | | $ - |
| 16 a. Loans from shareholders - due within one year | | $ - |
| 16 b. Other Loans - due within one year | | $ - |
| 17. Notes payable - due within one year | | $ - |
| 18. Mortgage payable - due within one year | | $ - |
| 19. Other payables - due within one year | | |
| Other (list) _____ | $ - | |
| _____ | $ - | |
| Total Other Payables - due within one year | | $ - |
| 20. Billings in excess of costs and estimated earnings | | $ - |
| 21. Accrued expenses payable | | |
| Salaries and wages | $ - | |
| Payroll taxes | $ - | |
| Employees' benefits | $ - | |
| Insurance | $ - | |
| Other | $ - | |
| Total Accrued Expenses Payable | | $ - |
| 22. Dividends payable | | $ - |
| 23. Income taxes payable | | |
| State | $ - | |
| Federal | $ - | |
| Other | $ - | |
| Total Income Taxes Payable | | $ - |
| 24. Total current liabilities | | $ - |
| 25. Deferred income taxes payable | | |
| State | $ - | |
| Federal | $ - | |
| Other | $ - | |
| Total Deferred Income Taxes | | $ - |
| 26. Long Term Liabilities | | |
| Loans from shareholders - due after one year | $ - | |
| Other Loans - due within one year | | |
| Principle | $ - | |
| Interest | $ - | |
| Notes payable - due after one year | $ - | |
| Mortgage - due after one year | $ - | |
| Other payables - due after one year | $ - | |
| Other (list) _____ | $ - | |
| _____ | $ - | |
| Total Long Term Liabilities | | $ - |

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE**
**ATTACHMENT C - FINANCIAL INFORMATION**

**NYS Vendor ID:** _____

| | | | |
|---|---|---|---|
| 27. Other Liabilities | | | |
| Other (list) _____ | $ - | | |
| _____ | $ - | | |
| Total Other Liabilities | | $ - | |
| 28. TOTAL LIABILITIES | | | $ - |

## NET WORTH

| | | | |
|---|---|---|---|
| 29. Net Worth (if proprietorship or partnership) | | | $ - |
| 30. Stockholders' Equity | | | |
| Common stock issued and outstanding | $ - | | |
| Preferred stock issued and outstanding | $ - | | |
| Retained earnings | $ - | | |
| Total | $ - | | |
| Less: Treasury stock | $ - | | |
| 31. TOTAL STOCKHOLDERS' EQUITY | | | $ - |
| 32. TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY | | | $ - |

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EXECUTIVE ORDER NO.18 – FIRST SOURCE HIRING POLICY FOR COUNTY CONSTRUCTION PROJECTS

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# GENERAL CONDITIONS OF THE CONTRACT

## SECTION 1 - DEFINITIONS

1.01 CONTRACT DOCUMENTS - The Contract comprises all the documents listed in the Table of Contents of the Project Manual, including all additions, deletions and modifications incorporated therein before the execution of the Contract:

A. Legal and Procedural Documents

B. General Conditions of the Contract

C. Supplementary General Conditions

D. Application for Payment

E. Detailed Specifications

F. Drawings

1.02 ARCHITECT / ENGINEER is the Architect, Architect / Engineer or Engineer named in the Contract Documents, or the representative duly authorized in writing to act for such Architect, Architect / Engineer or Engineer.

1.03 OWNER is the County of Erie. With respect to approval of the Contract Award, Change Orders and Final Payment, as well as the appropriation of funds therefore, the County Legislature shall be the Owner's representative. For Contract execution, the County Executive shall be the Owner's representative. In legal matters, the County Attorney shall be the County's representative. In all other matters, the County's representative shall be the Commissioner of Public Works, or in his absence, his duly authorized representative.

1.04 CONTRACTOR is the Contractor named in the Contract Documents.

1.05 SUBCONTRACTOR is any person, firm or corporation who has a direct contract with the Contractor and who acts for or in behalf of the Contractor in executing any part of the Contract, but does not include one who merely furnishes material or equipment.

1.06 PROPOSAL: The offer of a Bidder to perform the work described by the Contract Documents when made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.

1.07 PROPOSAL GUARANTY: The Bid Bond, which shall accompany each Proposal submitted by the Bidder, is a guarantee that the Bidder will enter into a contract with the Owner for the construction of the work if the contract is awarded to him.

1.08 PERFORMANCE LABOR AND MATERIAL PAYMENT BOND: The Owner’s standard bond document and the only approved form of security to be submitted by the contractor and his surety as a guarantee to faithfully execute the work in accordance with the terms of the contract and to pay all amounts owed by him to all laborers, tradesmen and suppliers in connection with the work covered by his contract.

1.09 SURETY is the person, firm or corporation that executes the Contractor's Performance Bond.

1.10 PROJECT MANUAL shall mean the Legal and Procedural Documents, General Conditions of the Contract, together with the modifications thereof, and the Detailed Specifications, with all addenda thereto.

1.11 DRAWINGS are those enumerated in the contract documents.

1.12 WRITTEN NOTICE shall be considered as served when delivered in person or sent by registered or certified mail to the individual, firm or corporation or to the last business address of such known to him who serves the notice.

A. Notice to Owner - All required notices to the Owner shall be delivered to the Erie County Department of Public Works – Office of the Commissioner, 14th Floor Rath Building, 95 Franklin Street, Buffalo, NY 14202.

B. Change of Address - Each party shall advise the other parties to the Contract promptly as to any change in his business address until completion of the Contract.

1.13 ACT OF GOD means an earthquake, flood, tornado or other cataclysmic phenomenon of nature. Rain, wind, flood or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor for damaged to the work resulting there from.

## SECTION 2 - DRAWINGS, SPECIFICATIONS AND RELATED DATA

2.01 INTENT OF DRAWINGS AND SPECIFICATIONS - The intent of the Drawings and Specifications is that the Contractor furnish all labor and materials, equipment and transportation necessary for the proper execution of the work unless specifically noted otherwise. The Contractor shall do all the work shown on the Drawings and described in the Specifications and all incidental work considered necessary to complete the work included in the contract in a substantial and acceptable manner, and to fully complete the work or improvement, ready for use, occupancy and operation by the Owner.

2.02 CONFLICT - If there is conflicting variance between the Drawings and the Specifications, the provisions of the Specifications shall control. In case of conflict between the General Conditions of the Contract or any modifications thereof and the Detailed Specification Requirements, the Detailed Specification Requirements shall control.

2.03 DISCREPANCIES IN DRAWINGS - Any discrepancies found between the Drawings and Specifications and site conditions or any errors or omissions in the Drawings or Specifications shall be immediately reported to the Architect / Engineer , who shall promptly correct such error or omission in writing. Any work done by the Contractor after his discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.

2.04 DRAWINGS AND SPECIFICATIONS - The complete requirements of the work to be performed under the Contract shall be set forth in Drawings and Specifications to be supplied through the Architect / Engineer or by the Architect / Engineer as consultant to the Owner.

2.05 ADDITIONAL INSTRUCTIONS - Further instructions may be issued by the Architect / Engineer during the progress of the work by means of Drawings or otherwise to make more clear or specific the Drawings and Specifications or as may be necessary to explain or illustrate changes in the work to be done.

2.06 COPIES OF DRAWINGS AND SPECIFICATIONS FURNISHED - Except as provided for otherwise, all required copies of Drawings and Specifications necessary for the execution of the work shall be furnished to the Contractor without charge.

2.07 DRAWINGS AND SPECIFICATIONS AT JOB SITE - One complete set of all Drawings and Specifications shall be maintained at the job site and shall be available to the Architect / Engineer at all times.

2.08 OWNERSHIP OF DRAWINGS AND SPECIFICATIONS - Except as otherwise provided in the Owner's Contract with the Architect / Engineer, all original or duplicated Drawings and Specifications and other data prepared by the Architect / Engineer shall remain the property of the Owner and/or Architect / Engineer, and they shall not be reused on other work, but shall be returned upon completion of the work.

2.09 DIMENSIONS - Figured dimensions on the plans will be used in preference to scaling the Drawings. Where the work of the Contractor is affected by finish dimensions, these shall be determined by the Contractor at the site, and he shall assume the responsibility therefore.

2.10 MODELS - All models prepared for this work shall become the property of the Owner at the completion of the work.

2.11 SAMPLES - All samples called for in the Specifications or required by the Architect / Engineer shall be furnished by the Contractor and shall be submitted to the Architect / Engineer for his approval. Samples shall be furnished so as not to delay fabrication, allowing the Architect / Engineer reasonable time for the consideration of the samples submitted.

A. Samples of Tests - Contractor shall furnish such samples of material as may be required for examination and test. All materials and workmanship shall be in accordance with approved samples. All samples of materials for tests shall be taken according to methods provided in the Specifications.

2.12 SHOP DRAWINGS – A schedule of shop drawings, setting data, and other manufacturer's data shall be submitted by the Contractor for approval of the Architect/Engineer. This schedule shall be coordinated with the project construction schedule and shall be submitted within 30 days after award of contracts.

A. The shop drawings schedule should list the following information:

1. Description of items for which shop drawings and data shall be submitted.

2. Approximate date for first submittal.

3. Approximate number of calendar days required for fabrication and delivery after final approval.

4. Number of copies each item for preliminary and final submittals.

B. The Contractor shall be responsible for the accuracy, completeness, and suitability of the information furnished or shop drawings prepared by the subcontractors and vendors. The Contractor shall check and approve all shop drawings before they are submitted to the Architect/Engineer. Such approval shall be understood to indicate the Contractor's assurances that the items proposed by the drawings and data sheets are in accordance with the contract. Shop drawings shall include setting drawings, schedules, catalogs, brochures, manufacturer's data and other information required to evaluate and install.

C. Shop drawings may be disapproved by the Architect/Engineer for the following reasons:

1. Drawing has not been approved by the Contractor.

2. Drawings have been prepared without due regard for information and requirements called for or logically implied by the Contract Documents.

3. The information is not sufficiently complete or accurate to verify that that the work represented is in accordance with the Contract Documents.

D. Shop drawings and submitted data shall be graded by the Architect/Engineer as follows:

1. Reviewed

   a. There shall be no correction marks on drawings.

   b. The work may be fabricated.

2. Make Noted Corrections

   a. Corrections shall be of a minor nature.

   b. The work may be fabricated at the Contractor's option, except where otherwise noted.

   c. Corrected copies shall be submitted within a reasonable time for final approval.

   d. Not Approved

3. Rejected

   a. Drawings are not acceptable.

4. Revise and Re-submit

   a. Drawings are basically correct, but due to the nature and/or extent of the corrections and/or revisions required, work shall not be fabricated.

5. Submit Item Specified

   a. Contractor shall submit item as specified in the specifications.

6. The Architect / Engineer shall, within fourteen (14) days of the submittal of any shop drawings, return one copy to the contractor marked with all corrections and changes.

E. The Architect/Engineer's approval of shop drawings is subject to the following conditions:

1. Approval does not authorize changes to contract requirements unless so stated in a separate letter or change order.

2. The Contractor shall verify all dimensions.

3. Checking and approval of shop drawings shall be only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Contractor shall be responsible for the dimensions to be confirmed and correlated at the jobsite; for all quantities, for information that pertains solely to the fabrication processes or to techniques or construction, and for coordination of the work of all trades.

F. Shop drawings should generally provide the following information:

1. Job Title and Shop Drawing Number.

2. Date of Drawing and Revisions.

3. Certification that drawing has been checked by Contractor and is in compliance with the Contract Documents.

4. Details of Fabrication, Assembly and Erection.

5. Materials Used.

6. Required Dimensions.

7. Details of connections of related work.

8. Designation of the other subcontractor, trade or Contractor who provides related work shown on drawings. If not shown, this information should be provided by the Contractor before the first submittal is transmitted to the Architect / Engineer.

9. Information relating to the capacities, controls and other specification data for items or equipment.

10. Schedule, where pertinent, information on finishes or protective coating, including color samples as required.

G. Distribution Procedure:

1. In general, all shop drawings and submittals shall be received by the Architect / Engineer under a covering transmittal memorandum from the Contractor.

2. Unless otherwise indicated, initial and subsequent submissions, except final submissions shall consist of one (1) reproducible transparency and two (2) prints. The two (2) prints will be retained by the Architect /Engineer and the reproducible transparency will be returned to the Contractor.

3. Submission of catalogs, brochures and other data, where reproducible transparencies are not feasible, shall consist of a minimum of four (4) copies, two (2) of which shall be retained and two (2) returned to the Contractor. Final submittal shall include extra copies as maybe be required by the Contractor.

4. The Contractor shall make all necessary corrections to conform to the corrections and changes requested by the Architect / Engineer.

5. When shop drawings are “approved “and so stamped, the Contractor shall then submit an additional three (3) copies to the Architect/ Engineer which will be retained.

6. The Contractor shall make a minimum distribution of “approved” copies as follows:

7. One or more copies to the fabricator and /or manufacturer’s representative.

8. One copy in the contractor’s office.

9. One copy to file and keep in good condition at the site.

2.13 QUALITY OF EQUIPMENT AND MATERIALS - In order to establish standard of quality, the Architect / Engineer may, in the Detailed Specifications, refer to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable for performance, capacity and design.

A. The Contractor shall furnish the complete list of proposed desired substitutions at the time of bidding, in the space provided on the Proposal Form, together with such engineering and catalog data as the Architect / Engineer may require.

B. Substitutions

1. Requests for substitutions will be considered under the following time limitations and situations:

    a. Not less than ten (10) calendar days before bids are due.
    b. Work or equipment specified becomes unavailable through unforeseen events such as strikes, loss of manufacturers' plant through fire, flood or bankruptcy.

2. Requested substitutions will be reviewed and adjudged. Failure of the Owner to raise objection shall not constitute a waiver of any of the requirements of the Contract Documents.

3. Request for substitutions shall include complete data with drawings and samples as required, including the following:

    a. Quality Comparison – Proposed substitution versus the specified product.
    b. Changes required in other work because of the substitution.
    c. Effect on the construction schedule.
    d. Cost Data – Resulting from the proposed substitution versus the specified product. The Contractor shall certify that the cost data presented is complete and includes all related costs under this Contract.

4. When proposing a substitution, the Contractor represents that:

    a. They have investigated the proposed substitution and have determined that it is equal to or better than the product specified.
    b. They will guarantee the substitution in the same manner as the product specified.
    c. They will coordinate and make other changes as required in the work as a result of the substitution.
    d. They waive all claims for additional costs as a result of the substitution, with the exception of those identified above under "cost data".

5. The Owner will be sole judge of the acceptability of the proposed substitution.

6. The Owner will have authority to approve or reject substitutions or to change the specified standards of quality. However, neither this authority to act under this provision nor any decision made in good faith, either to exercise or not to exercise this authority, shall give rise to any duty or responsibility of the Owner to the Contractor, any Subcontractor, any Sub-Subcontractor, any of their agents or employees, or any other persons performing the work or offering to perform the work.

C. The Contractor shall abide by the Architect / Engineer's judgment when proposed substitute materials or items of equipment are judged to be unacceptable and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted in writing by the Contractor and not by sub-contractors, individual trades or material suppliers. The Architect / Engineer will approve or disapprove proposed substitutions in writing. No substitute materials or equipment shall be used unless approved in writing.

2.14 EQUIPMENT APPROVAL DATA - The Contractor shall furnish one copy of complete catalog data for every manufactured item of equipment and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gage or thickness, brand name, catalog number and general type.

A. This submission shall be compiled by the Contractor and approved by the Architect / Engineer before any of the equipment is ordered.

B. Each data sheet or catalog in the submission shall be indexed according to specification section and paragraph for easy reference.

C. After written approval, this submission shall become a part of the Contract, and may not be deviated from except upon written approval of the Architect / Engineer and Owner.

D. Catalog data for equipment approved by the Architect / Engineer does not in any case supersede the Architect / Engineer's Contract Documents. The approval of the Architect / Engineer shall not relieve the Contractor from responsibility for deviations from Drawings or Specifications, unless he has in writing called the Architect / Engineer's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in the items submitted. The Contractor shall check the work described by the catalog data with the Architect / Engineer's Contract Documents for deviations and errors.

E. It shall be the responsibility of the Contractor to insure that items to be furnished fit the space available. He shall make necessary field measurements to ascertain space requirements, including those for connections, and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the Drawings and Specifications.

F. Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the Contractor to install the equipment to operate properly, and in harmony with the intent of the Drawings and Specifications, and to make all changes in the work required by the different arrangement of connections without extra cost to the Owner.

2.15 SURVEYS - Unless otherwise specified, the Owner shall establish all base lines for the location of the principal component parts of the work together with a suitable number of bench marks adjacent to the work. Based upon the information provided by the Owner, the Contractor shall develop and make all detail surveys necessary for construction, including slope stakes, batterboards, stakes for pile locations and other working points, lines and elevations. The Contractor shall have the responsibility to carefully preserve bench marks, reference points and stakes, and, in the case of destruction thereof by the Contractor or resulting from his negligence, the Contractor shall be charged with the expense and damage resulting there from and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.

2.16 RECORD DOCUMENT SUBMITTALS

A. Record Drawings: Prior to acceptance by the Owner of all work covered by the contract each contractor shall furnish to the Architect/ Engineer project record documents as required under Division 1.

B. Operation and Maintenance Manuals: Prior to acceptance by the Owner of all work covered by the contract each contractor shall furnish to the Architect/ Engineer operation and maintenance manuals as required under Division 1.

## SECTION 3 - RELATIONS AMONG OWNER, CONTRACTOR AND ARCHITECT / ENGINEER

3.01 ARCHITECT / ENGINEER 'S RESPONSIBILITY AND AUTHORITY - All work shall be done under the general administration of the Architect / Engineer. The Architect / Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate or progress of work, interpretation of Drawings and Specifications and all questions, other than legal questions, as to the acceptable fulfillment of the Contract on the part of the Contractor.

3.02 ARCHITECT / ENGINEER'S DECISIONS - All decisions of the Architect / Engineer concerning the intent of the drawings and specifications shall be final. No changes may be made in the drawings or specifications involving more or less quantities of materials, changes in the quality of materials or workmanship, or changes in design or in the amount of labor or machine time involved, regardless of whether or not a change in contract price is sought, until a request in writing has been submitted to the Owner for his approval and such approval has been granted.

3.03 SUSPENSION OF WORK - The Owner's representative and/or the Architect / Engineer shall have the authority to suspend the work, wholly or in part, for such periods as he may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable for prosecution of the work, or failure on the part of the Contractor to carry out the provisions of the Contract or to supply materials meeting the requirements of the Specifications. The Contractor shall not suspend operation without the Owner's representative and/or the Architect / Engineer's permission.

3.04 INSPECTION OF WORK - All materials and each part or detail of the work shall be subject at all times to inspection by the Owner's representative and/or the Architect / Engineer, and the Contractor will be held strictly to the true intent of the Specifications in regard to quality of materials, workmanship, and the diligent execution of the Contract. Such inspection may include mill, plant, or shop inspection, and any material furnished under these Specifications is subject to such inspection. The Owner's representative and/or the Architect / Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

3.05 EXAMINATION OF COMPLETE WORK - If the Architect / Engineer requests it, the Contractor at any time before acceptance of the work shall remove or uncover such portions of the finished work as maybe directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed shall be paid for as Extra Work, but should the work so exposed or examined prove unacceptable, the uncovering, removing and replacing shall be at the Contractor's expense.

3.06 CONTRACTOR'S SUPERINTENDENCE - The Contractor shall designate a qualified superintendent, acceptable to the Owner's representative and the Architect / Engineer, who shall be maintained on the project and give efficient supervision to the work until its completion. The superintendent shall have full authority to act in behalf of the Contractor, and all directions given to the superintendent shall be considered given to the Contractor. In general, the Architect / Engineer's instructions shall be confirmed in writing and always upon written request from the Contractor. The Contractor's superintendent or other authorized managerial level representative shall be required to attend all scheduled job meetings.

1. Delays caused by the contractor due to lack of attendance at a scheduled job meeting and/or lack of coordination will be at the contractor's expense. This would be inclusive of all costs related to the delayed work caused by a given prime contractor and/or its subcontractors affecting any contractor (prime or sub) on the Project.

3.07 LANDS BY OWNER - The Owner shall provide the lands shown on the Drawings upon which the work under the Contract is to be performed and to be used for rights-of-way for access. Any unreasonable delay in furnishing these lands by the Owner shall be deemed proper cause for adjustment in the Contract Amount and/or in the time of completion.

3.08 LANDS BY CONTRACTOR - Any additional land and access thereto, not shown on the Drawings, that may be required for temporary construction facilities or for storage of materials shall be provided by the Contractor with no liability to the Owner. The Contractor shall confine his apparatus and storage of materials and operation of his workmen to those areas described in the Drawings and Specifications and such additional areas which he may provide as approved by the Owner's representative and the Architect / Engineer.

3.09 PRIVATE PROPERTY - The Contractor shall not enter upon private property for any purpose without obtaining permission, and he shall be responsible for the preservation of all public property, trees, monuments, etc. along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.

3.10 ASSIGNMENT OF CONTRACT - The Contractor shall be bound by Section 109 of the General Municipal Law relating to the assignment of Public Contracts. The following extracts are directed to the attention of bidders:

A. "Prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract."

B. "If any contractor, to whom any contract is let, granted or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, shall without the previous written consent specified in subdivision one of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract, to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case maybe, and such officer, board or agency shall be relieved and discharged from any and all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignees, transferees or sub lessees shall forfeit and lose all moneys, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent or affect any assignment by any such contractor for the benefit of his creditors made pursuant to the laws of this state."

3.11 REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES - At the termination of this Contract, before acceptance of the work by the Architect / Engineer , the Contractor shall remove all of his equipment, tools and supplies from the property of the Owner. Should the Contractor fail to remove such equipment, tools and supplies, the Owner shall have the right to remove them.

3.12 SUSPENSION OF WORK BY OWNER - The work or any portion thereof may be suspended at any time by the Owner provided that he give the Contractor five (5) days' written notice of suspension, which shall set forth the date on which work is to be resumed.

3.13 OWNER'S RIGHT TO CORRECT DEFICIENCIES - Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) day's written notice to the Contractor and receipt of written approval from the Architect / Engineer, the Owner may, without prejudice to any other remedy he may have, correct such deficiencies.

3.14 OWNER'S RIGHT TO TERMINATE CONTRACT AND COMPLETE THE WORK - The Owner shall have the right to terminate the employment of the Contractor after giving ten (10) days' written notice of termination to the Contractor in the event of any default by the Contractor and upon receiving written notice from the Architect / Engineer certifying cause for such action. In the event of such termination, the Owner may take possession of the work and of all materials, tools and equipment thereon and may finish the work by whatever method and means he may select. It shall be considered a default by the Contractor whenever he shall:

A. Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors.

B. Disregard or violate important provisions of the Contract Documents or Architect / Engineer's Instructions, or fail to prosecute the work according to the agreed progress schedule, including extensions thereof.

C. Fail to provide a qualified superintendent, competent workmen or sub-contractors, or proper materials, or fail to make prompt payment therefore.

3.15 CONTRACTOR'S RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT - The Contractor may suspend work or terminate Contract upon ten (10) days' written notice to the Owner and the Architect / Engineer, if an order of any court, or other public authority causes the work to be stopped or suspended for a period of ninety (90) days through no act or fault of the Contractor or his employees.

3.16 RIGHTS OF VARIOUS INTERESTS - Wherever work being done by the Owner's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Architect / Engineer to secure the completion of the various portions of the work in general harmony.

3.17 SEPARATE CONTRACTS - The Owner may let other contracts in connection with the work of the Contractor. The Contractor shall cooperate with other Contractors with regard to storage of materials and execution of their work. It shall be the Contractor's responsibility to inspect all work by other Contractors affecting their work and to report to the Architect / Engineer any irregularities which will not permit them to complete their work in a satisfactory manner. Their failure to notify the Architect / Engineer of such irregularities shall indicate the work of other Contractors has been satisfactorily completed to receive their work. The Contractor shall not be responsible for defects of which he could not have known, which develop in the work of others after the work is completed. It shall be the responsibility of the Contractor to measure the completed work in place and report to the Architect / Engineer immediately any difference between completed work by others and the Drawings.

It is the responsibility of each Prime Contractor under separate contracts associated with the same project to coordinate the activities of their respective subcontractors and the work between other prime contracts that affects their scope of work in a cooperative manner to prevent delays and/ or additional costs to the extent practical. It will be the responsibility of the Architect/ Engineer in conjunction with the Owner to evaluate delays and/or additional costs should they arise. Owner reserves the right to withhold payment per Section 7.05 as deemed necessary.

3.18 CONTRACTORS OWN WORKFORCE – The Contractor shall perform with their own workforce contract work amounting to not less that 25 percent of the original total contract price, except those 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 their own workforce.

A. "Their own workforce" shall be construed to include only worker's employed and paid directly by the Contractor and equipment owned or rented by the Contractor, 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 work items which require special skills and comprise work which is not relevant to the general type of construction contained in this contract:

## NONE

CONTRACTOR'S OWN WORKFORCE
(This form must be submitted with the Contractor's bid proposal)

Pursuant to Section 3.18 – Contractor's Own Workforce, of the General Conditions, the Contractor submitting a bid proposal acknowledges that they will perform a minimum of 25% of the work with their own workforce as follows:

| Task | Value of Work |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| Total Value of Workforce | |
| Percentage of Total Bid | % |

3.19 SUBCONTRACTS - Within 48 hours (not counting Saturdays, Sundays or holidays) after the time of bidding, the Contractor shall submit in writing to the Owner for approval by the Architect / Engineer the names of the sub-contractors proposed for the work. After such approval, sub-contractors may not be changed except at the request of, or with the approval of the Architect / Engineer. The Contractor is responsible to the Owner for the acts and omissions of his sub-contractors, and of their direct and indirect employees, to the same extent as he is responsible for the acts and omissions of his employees. The Contract Documents shall not be construed as creating any contractual relation between any sub-contractor and the Owner. The Contractor shall bind every sub-contractor by the terms of the Contract Documents.

A. For convenience of reference and to facilitate the letting of Contracts and sub-contracts, the Specifications are separated into titled sections. Such separations shall not, however, operate to make the Architect / Engineer an arbiter to establish limits to the contracts between Contractor and sub-contractors.

3.20 WORK DURING AN EMERGENCY - The Contractor shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases he shall notify the Architect / Engineer of the emergency as soon as practicable, but he shall not wait for instructions before proceeding to properly protect both life and property.

3.21 ORAL AGREEMENTS - No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

## SECTION 4 - MATERIALS AND WORKMANSHIP

4.01 MATERIALS FURNISHED BY THE CONTRACTOR - All materials sold to the Owner and/or used in the work shall meet the requirements of the respective Specifications, and no material shall be used until it has been approved by the Architect / Engineer. All materials not otherwise specifically indicated shall be furnished by the Contractor.

4.02 MATERIALS FURNISHED BY THE OWNER - Materials specifically indicated shall be furnished by the Owner. The fact that the Owner is to furnish material is conclusive evidence of its acceptability for the purpose intended, and the Contractor may continue to use it until otherwise directed. If the Contractor discovers any defect in material furnished by the Owner, he shall notify the Architect / Engineer. Unless otherwise noted or specifically stated, materials furnished by the Owner, which are not of local occurrence, are considered to be f.o.b. the nearest railroad station. The Contractor shall be prepared to unload and properly protect all such material from damage or loss. The Contractor shall be responsible for material loss or damage after receipt of material at the point of delivery.

4.03 STORAGE OF MATERIALS - Materials shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials shall be located so as to facilitate prompt inspection. Request for payment of offsite storage shall be in accordance with Section 7.02.c.

4.04 CHARACTER OF WORKMEN - The Contractor shall at all times be responsible for the conduct and discipline of his employees and/or any sub-contractor or persons employed by sub-contractors. All workmen must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any foreman or workman employed by the Contractor or sub-contractor who, in the opinion of the Architect / Engineer, does not perform his work in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the Architect / Engineer, be discharged immediately and shall not be employed again in any portion of the work without the approval of the Architect / Engineer.

4.05 REJECTED WORK AND MATERIALS - All materials which do not conform to the requirements of the Contract Documents, are not equal to samples approved by the Architect / Engineer, or are in any way unsatisfactory or unsuited to the purposes for which they are intended, shall be rejected. Any defective work whether the result of poor workmanship, use of defective materials, damaged through carelessness or any other cause shall be removed within ten (10) days after written notice is given by the Architect / Engineer, and the work shall be re-executed by the Contractor. The fact that the Architect / Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

A. Should the Contractor fail to remove rejected work or materials within ten (10) days after written notice to do so, the Owner may remove them and may store the materials.

B. Correction of Faulty Work after Final Payment shall be in accordance with Paragraph 7.18.

4.06 MANUFACTURER'S DIRECTIONS - Manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer unless herein specified to the contrary.

4.07 CUTTING AND PATCHING - The Contractor shall do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as required by the Drawings and Specifications to complete the structure. He shall restore all such cut or patched work as directed by the Architect / Engineer. Cutting of existing structure that shall endanger the work, adjacent property, workmen or the public, shall not be done unless approved by the Architect / Engineer and under his direction.

4.08 CLEANING UP - The Contractor shall remove from the Owner's property, and from all public and private property, all temporary structures, rubbish and waste materials resulting from his operation or caused by his employees, and shall remove all surplus materials leaving the site smooth, clean and true to line and grade. If all materials described above related to a contractor’s scope of work are not removed in a timely manner, the contractor will be issued a written notice of unsatisfactory demobilization / cleanup which shall be addressed within 24 hours. If satisfactory corrective action is not completed within 24 hours the County shall have the situation remedied as deemed necessary by the County and the contractor shall be responsible for the costs through a withhold of retention and/or invoice to the contractor equaling the cost to clean up the construction site.

4.09 GUARANTY PERIOD - The Contractor shall warrant all materials and equipment furnished and all work performed by him for a period of two (2) years, or for such longer period as may be specified in the Detailed Specifications, from the date of written acceptance of the work or "Notice of Substantial Completion". (Note: The warranty period, in regard to any facilities or portions thereof which are essentially completed and have been accepted for use and occupancy by the Owner shall commence with the date of the "Notice of Substantial Completion".)

A. Correction of Faulty Work after Final Payment shall be as provided in Paragraph 7.18, except that where a period longer than two years is specified in the Detailed Specifications, such longer period shall apply.

B. As a condition precedent to final payment, the Contractor shall execute a guaranty in the form provided by the Architect / Engineer warranting the work under his contract free from defects of materials and workmanship and agreeing to replace at his expense any materials or equipment found defective within the two years after final acceptance by the Owner, and to replace any other work found unsatisfactory because of settlement or displacement within such longer period as may be specified in the Detailed Specifications, and to do such replacing or corrective work at such times and in such manner as not to interfere with the Owner's use of the premises.

## SECTION 5 - INSURANCE, BONDS, SAFETY, ETC.

5.01 INSURANCES REQUIRED - Insurance shall be procured by the successful bidder before commencing work, no later than seven (7) days after notice of an award and maintained without interruption for the duration of the contract, in the kinds and amounts specified below.

| | Each Occurrence | Aggregate |
|---|---|---|
| A. Commercial General Liability<br>Premises and Operations | $1,000,000 | $2,000,000 |
| ▪ Products and Completed Operations | $2,000,000 | |
| ▪ Independent Contractors | Not Excluded or Limited | |
| ▪ Contractual | Not Excluded or Limited | |
| ▪ Broad Form Property Damage | Not Excluded or Limited | |
| ▪ X,C,U | Not Excluded or Limited | |
| B. Automobile Liability, including<br>▪ Owner<br>▪ Hired<br>▪ Non-Owned | $1,000,000 CSL | |
| C. Excess Umbrella Liability | | $5,000,000 |
| D. Worker's Compensation | Statutory (IC-1, Section IX) | |
| E. New York Disability | Statutory (IC-1, Section IX) | |

F. Builders' Risk-All Risk. The policy is required. The Prime Contractors shall procure and maintain Insurance against loss by fire, extended coverage, vandalism and malicious mischief upon all work in place and all materials and equipment stored on and off the building site. This insurance shall be in an amount equal to the full insurable value at all times and shall be for the benefit of the Owner and each Prime Contractor, as their interest might appear. The Policy must carry the County of Erie as the named insured.

5.02 CERTIFICATES OF INSURANCE

A. Shall be made to the "County of Erie"
95 Franklin Street, Buffalo, New York, 14202.

B. Coverage must comply with all requirements of "Instructions for County of Erie Standard Insurance Certificate" page IC-1 of this Project Manual.

C. Executed by an insurance company and/or agency or broker which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

D. All policies in which the County of Erie is named as an additional insured shall provide that:

E. "The insurance company or companies issuing the policies shall have no recourse against the County of Erie for payment of any premiums or for assessments under any form of policy."

F. "The insurance shall apply separately to each insured (except with respect to the limit of liability)."

G. During the term of this Agreement, the Contractor agrees to maintain insurance coverage consistent with the insurance requirements attached hereto. Contractor agrees to name the "County of Erie" as an additional insured on all such insurance policies, and to provide to the County Attorney certificate(s) of insurance evidencing such insurance coverage prior to the commencement of any work on the Project. All insurance certificates shall be subject to approval by the office of the County Attorney.

5.03 PERFORMANCE, LABOR AND MATERIAL PAYMENT BOND - The Contractor shall furnish, as required elsewhere in the General Conditions. A Performance, Labor and Material Payment Bond in a sum equal to the Contract amount, including change order values. The form of such bond shall be the Owner's Standard Performance, Labor and Material Payment Bond which is exhibited elsewhere in the Project Manual. The bond shall be written with a Surety Company licensed or otherwise authorized to do business in the State of New York.

The Performance Bond shall be submitted by the successor bidder no later than 7 days after notice of an award.

5.04 PATENTS AND ROYALTIES - If any design, device, material or process covered by letters, patent or copyright is used by the Contractor, he shall provide for such use by legal agreement with the Owner of the patent or a duly authorized licensee of such owner, and shall save harmless the Owner from any and all loss or expense on account thereof, including its use by the Owner.

5.05 PERMITS - All permits and licenses necessary for the prosecution of the work shall be secured by the Contractor as required and/or as directed by the Architect/ Engineer as described within the Project Documents.

The Contractor shall apply for and obtain a Building Permit from the Department of Public Works prior to the start of the work. The Contractor shall also submit proof of NYS Worker's Compensation and NYS Disability Benefit's Insurance on forms as prescribed by NYS. No work shall be started until the County has issued a valid Building Permit to the Contractor. Building in violation of a valid Building Permit is cause for the County to issue a Stop Work Order. The Contractor will not be required to submit stamped drawings as part of the application process. Building Permit Forms are included in Appendix B.

5.06 LAWS TO BE OBSERVED - The Contractor shall give all notices and comply with all Federal, State and Local Laws, Ordinances and Regulations in any manner affecting the conduct of the work, and all such order and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Owner against any claim or liability arising from or based on, the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

5.07 PROTECTION OF PROJECT AND PUBLIC - The Contractor shall provide adequate signs, barricades, flashing and/or red lights and take all necessary precautions for the safety of the public and the protection of the work against loss or damage. All barricades and obstructions shall be protected at night by signal lights which shall be kept burning or flashing from sunset to sunrise. Barricades shall be of substantial construction and shall be so painted or coated as to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades or detours exist. The Contractor shall inform himself as to conditions likely to be applicable to the site and shall, in any case, provide such watchmen, guards, watchdogs or other services as appear necessary to protect the work and workmen from damage or injury from vandalism, malicious mischief or other hazard.

5.08 TRAFFIC SAFETY AND CONVENIENCE - The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and to minimize inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Architect/Engineer. No road or street shall be closed to the public except with the permission of the Architect/Engineer and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to firefighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches and irrigation ditches, which shall not be obstructed except as approved by the Architect/Engineer under conditions assuring satisfactory detour and/or by-pass facilities.

5.09 CROSSING UTILITIES - When new construction crosses highways, railroads, streets or utilities under the jurisdiction of State, County, City or other public agency, public utility or private entity, the Contractor shall secure written permission from the proper authority before executing such new construction. A copy of this written permission must be filed with the Owner before any work is done. The Contractor will be required to furnish a release from the proper authority before final acceptance of the work.

5.10 SANITARY PROVISIONS - The Contractor shall provide and maintain such sanitary accommodations for the use of his employees and those of his subcontractors as may be necessary to comply with the requirements and regulations of the local and State departments of health and as directed by the Architect/Engineer.

## SECTION 6 - PROGRESS AND COMPLETION OF WORK

6.01 NOTICE TO PROCEED - Following authorization of the Contract by the Owner, written Notice to Proceed with the work shall be given to the Contractor. The Contractor shall begin and shall prosecute the work regularly and uninterruptedly thereafter (unless otherwise directed in writing by the Owner) with such labor force as to secure the completion of the work within the time stated in the Proposal.

6.02 LAYING OUT WORK

A. The Contractor shall, immediately upon entering the project site for the purpose of beginning work, locate all general reference points and take such action as is necessary to prevent their destruction. He shall lay out his own work and be responsible for all lines, elevations and measurements of structures, grading, paving, utilities and other work executed by him under the Contract. He must exercise proper precaution to verify figures shown on drawings before laying out work and will be held responsible for any error resulting from his failure to exercise such precaution.

B. The Contractor shall be responsible for correlation of all work.

6.03 METHODS OF MATERIALS

A. If alternate methods or materials from those specified are accepted and approved by the Owner, the Contractor shall be responsible for the equivalent operation and performance, and the proper installation in the space designated of the substituted material or system.

B. When job conditions require reasonable changes in indicated locations and arrangements, such changes shall be made without extra cost to the Owner.

6.04 CONTRACT TIME - The Contractor shall complete, in an acceptable manner, all of the work contracted for in the time stated in the Agreement, commencing with the date of Notice to Proceed.

6.05 PROGRESS SCHEDULE

A. The Contractor shall prepare a progress schedule to indicate the proposed progress of work. The progress schedule shall be in the form of a bar graph or other approved method.

B. The progress schedule shall be submitted to the Owner for application of work sequencing approval within fourteen (14) days of Notice to Proceed.

6.06 CHANGES IN THE WORK - The Owner may, as the need arises, order changes in the work through additions, deletions, or modifications without invalidating the Contract. Compensation and time of completion affected by the change shall be adjusted at the time of ordering such change, and shall be specified in a written Change Order approved by the Owner on recommendation by the Architect / Engineer.

6.07 EXTRA WORK - New and unforeseen items of work found to be necessary and which cannot be covered by any item or combination of items for which there is a Contract price shall be classed as Extra Work. The Contractor shall do such Extra Work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated upon written Change Order by the Owner on recommendation by the Architect / Engineer. Materials to be incorporated into the project shall be sold to the Owner separately and apart from the furnishing of work, labor and other items required for the construction of the project in the same manner and with the same effect as if specified in the Bid Documents. In the absence of such written order, no claim for Extra Work shall be considered. Extra Work shall be performed in accordance with these Specifications where applicable and work not covered by the Specifications or special provisions shall be done in accordance with the best practice as approved by the Architect / Engineer. Extra Work required in an emergency to protect life and property shall be performed by the Contractor as required.

6.08 EXTENSION OF CONTRACT TIME - A delay beyond the Contractor's control occasioned by an Act of God, or act or omission on the part of the Owner by strikes, lockouts, fire, etc. may entitle the Contractor to an extension of time in which to complete the work as determined by the Architect / Engineer, provided, however, that the Contractor shall immediately give written notice to the Architect / Engineer of the cause of such delay. If an extension of time is granted, the approved Progress Schedule shall be updated and a change order issued covering the extension of time. The Contractor's signature on the change order shall signify the Contractor's acceptance of the updated Progress Schedule.

6.09 USE OF COMPLETED PORTIONS - The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the completion of uncompleted work or causes refinishing of completed work, the Contractor shall be entitled to such extra compensation, or extension of time or both, as the Owner and Contractor may agree.

6.10 EXISTING UTILITIES - The operation of existing active utilities,including gas, water, sewer, electric and telephone lines, shall not be disturbed except as required to connect new utilities thereto.

6.11 SITE CONDITIONS - The Contractor shall maintain the site so as to avoid unhealthful, hazardous and noisome conditions. He shall maintain excavations free of the accumulation of excess water.

6.12 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 Department of Public Works – Office of the Commissioner 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.

## SECTION 7 - MEASUREMENT AND PAYMENT

7.01 DETAILED BREAKDOWN OF CONTRACT AMOUNT - Except in cases where unit prices form the basis for payment under the Contract, the Contractor shall within ten (10) days of receipt of Notice to Proceed submit a complete breakdown of the Contract Amount showing the value assigned to the materials sold to the Owner for, and separately, the labor and other costs assigned to each part of the work, including any allowances as part of the base bid. Upon approval of the breakdown of the Contract Amount by the Architect / Engineer, it shall be used as the basis for all Requests for Payment.

Allowances and any future approved change orders shall be shown on the request for payment worksheets as separate line items. Request for payment worksheet can be found in specification Section 011500 – Application For Payment.

7.02 REQUESTS FOR PAYMENT

A. The Contractor may submit periodically, but not more than once a month, a Request for Payment for work done. The Contractor shall furnish the Architect / Engineer all reasonable facilities required for obtaining the necessary information relative to the progress and execution of the work. Each Request for Payment shall be computed on all items listed in the Detailed Breakdown of Contract Amount, less 5% to be retained until substantial completion and acceptance of the work and less previous payments. See Specification Section 011500 'Application for Payment' for additional information

B. Upon the issuance of a letter of substantial completion by the Owner, the Contractor shall prepare a detailed listing of all items of work or corrections yet to be performed on the project with monetary value assigned to each. He shall forward said list to the Architect/Engineer and the Owner, who may modify such list at their discretion. The Owner reserves the sole right to reduce the retention previously withheld to any amount equal to two times the value of the outstanding work items and corrections yet to be performed with monetary values assigned to each as determined by the Owner, and an amount necessary to satisfy any claims, liens, or judgments against the Contractor which have not been suitably discharged. As the remaining items of work are satisfactorily completed or corrected, the Owner shall promptly pay, upon receipt of a requisition, for these items less amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. Where unit prices are specified, the Request for Payment shall be based on the quantities expended.

C. For purposes of monitoring the payment progress, the Contractor shall submit a detailed breakdown on a proper County form indicating items of work and separately listing labor and material cost for each item.

D. The Owner will make payments for stored materials at off-site locations provided said materials are suitably stored (a) in public warehouses, or (b) at the contractor's place of business or other location approved by the Owner, in which case the materials shall be segregated and have affixed to them in prominent locations placards stating "this material is the property of the County of Erie". All materials to be considered for payment shall be stored within a 100 mile radius of the County of Erie. The materials shall be completely covered by insurance. The required insurance shall be an all-risk policy, in an amount equal to the full insurable value at all times and shall be for the benefit of the County of Erie (named insured). In addition to the necessary insurance, a notarized affidavit shall be provided at the time of request for payment, indicating the location of the stored material. The Owner shall have the right of access to inspect the material at any time during normal working hours. All other appropriate insurance requirements and procedures as stipulated in Section 5 of the Erie County General Conditions shall apply.

7.03 ARCHITECT / ENGINEER'S ACTION ON A REQUEST FOR PAYMENT - Within ten (10) days of submission of any Request for Payment by the Contractor, the Architect / Engineer shall:

A. Approve the Request for Payment as submitted; or

B. Approve such other amount as he shall decide is due the Contractor, informing the Contractor in writing for his reasons for approving the amended amount; or

C. Withhold the Request for Payment, informing the Contractor in writing of his reasons for withholding it.

7.04 OWNER'S ACTION ON AN APPROVED REQUEST FOR PAYMENT - Within forty-five days (45) from the date of approval of a Request for Payment by the Architect / Engineer, the Owner shall:

A. Pay the Request for Payment as approved, or

B. Pay such other amount in accordance with Paragraph 7.05 as he shall decide is due the Contractor, informing the Contractor and the Architect / Engineer in writing of his reasons for paying the amended amount; or

C. Withhold payment in accordance with paragraph 7.05, informing the Contractor and the Architect / Engineer of his reasons for withholding payment.

7.05 OWNER'S RIGHT TO WITHHOLD PAYMENT OF AN APPROVED REQUEST FOR PAYMENT - The Owner may withhold payment in whole or in part on an approved Request for Payment to the extent necessary to protect himself from loss on account of any of the following causes discovered subsequent to approval of a Request for Payment by the Architect / Engineer :

A. Defective work.

B. Evidence indicating the probable filing of claims by other parties against the Contractor.

C. Failure of the Contractor to make payments to sub-contractors, material suppliers and suppliers of labor.

D. Damage to another contractor.

E. Lack of progress of work for by a contractor that affects the progress of work of other contractors under a separate contract related to the same project. The County reserves the right to withhold payment until work has progressed to a satisfactory manner and/or to compensate other contractors under separate contracts related to any project delays. This would include but not be limited to; labor, materials and equipment associated with any necessary rework, compensation for extended completion of work duration, extended schedule of work, mobilization/ remobilization of other prime contractors.

The above does not include unforeseen work and/or unforeseen conditions that add time and/or costs to the project that is unavoidable by contractors.

7.06 RESPONSIBILITY OF THE CONTRACTOR - Unless specifically noted otherwise, the Contractor shall furnish and pay for all materials and services and perform all the work described by the Contract Documents, or shall have all materials and services furnished and all the work, performed at his expense. It shall also be the Contractor's responsibility to pay for:

A. Replacement of survey benchmarks, reference points and stakes provided by the Owner under Paragraph 2.15.

B. Lands by Contractor provided in accordance with Paragraph 3.08.

C. Insurance obtained in accordance with Paragraph 5.01.

D. Fire Insurance obtained in accordance with Paragraph 5.01.

E. Performance Labor and Material Payment Bond obtained in accordance with Paragraph 5.04.

F. Royalties required under Paragraph 5.05.

G. Permits and Licenses required of the Contractor and all subcontractors.

H. All applicable taxes and fees, including sales and compensating use taxes except sales and compensating use taxes of the State of New York and of cities and counties of the State, on all materials sold to the Owner under this Contract.

7.07 PAYMENT FOR UNCORRECTED WORK - Should the Architect / Engineer direct the Contractor not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the Owner for the uncorrected work.

7.08 PAYMENT FOR REJECTED WORK AND MATERIALS - The removal of work and materials rejected under Paragraph 4.05 and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor, and he shall pay the cost of the replacement of work of other contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.

A. Removal of rejected work or materials and storage of materials by the Owner in accordance with Paragraph 4.05 shall be paid by the Contractor within thirty (30) days after written notice to pay is given by the Owner. If the Contractor does not pay the expenses of such removal and after ten (10) days' written notice being given by the Owner of his intent to sell the materials, the Owner may sell the materials at auction or at private sale and shall pay to the Contractor the net proceeds there from after deducting all the costs and expenses that should have been borne by the Contractor.

7.09 PAYMENT FOR EXTRA OR OMITTED WORK - The Contractor after receiving instructions to submit a proposal for Extra Work or for the Omission of Work shall within ten (10) days, except in an emergency endangering life and/or property, furnish the Architect / Engineer with a Change Order Proposal for transmittal to the Owner. The Contractor shall also submit to the Architect / Engineer an itemized sheet or sheets showing the labor, and separately, the materials to be sold to the Owner involved in the Change Order, together with (1) a maximum mark-up for overhead and profit of 15% on the sum of the aforementioned where the work is to be performed solely by the Contractor, or (2) a maximum mark-up for overhead and profit of 10% by a sub-contractor where the work is to be performed by the sub-contractor with a 5% maximum mark-up by the contractor on the total sub-contractor cost proposal. The Architect / Engineer shall promptly review the change order proposal and forward it to the Owner, together with his recommendations. The addition to or deduction form the contract amount shall be a sum for the materials sold to the Owner and a separate sum for labor and other costs, based on the Contractor's proposal, approved by the Architect / Engineer and accepted by the Owner.

The County is due a credit or a reduction in the total contract amount for omitted work that was originally included in the scope of work; whether it was included in the base bid or by an increase contract amendment (change order). The work previously agreed upon that is not performed by the contractor will result in a decrease contract amendment (credit change order) at a negotiated price between the design consultant (if applicable), The County and contractor.

If the decrease contract amendment is in relation to a previously approved change order, the Overhead and Profit percentages as described above will still apply to the portion of said change order that is being credited. If the credit change order is related to work removed from the original base scope of work associated with the Project at the direction of the Owner, a reasonable Overhead and Profit (O&P) percentage is to be included as part of the change order. It is understood that the Contractor submits bid proposal price at their discretion and therefore the O&P percentage will be proposed by the Contractor and negotiated or approved by the Owner and/or Architect/ Engineer.

7.10 PAYMENT FOR WORK SUSPENDED BY THE OWNER - If the work or any part thereof shall be suspended by the Owner, the Contractor will then be entitled to payment for the cost of all work done on the portions so abandoned, but such payment shall not exceed the value of such portion of the work as established under Paragraph 7.01.

7.11 PAYMENT FOR WORK BY THE OWNER - The cost of the work performed by the Owner in removing construction equipment, tools and supplies in accordance with Paragraph 3.11 and in correcting deficiencies in accordance with Paragraph 3.13 shall be paid by the Contractor.

7.12 PAYMENT FOR WORK BY THE OWNER FOLLOWING HIS TERMINATION OF THE CONTRACT - Upon termination of the Contract by the Owner in accordance with Paragraph 3.14, no further payments shall be due the Contractor until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work, including all overhead cost, the excess shall be paid to the Contractor. If the cost of completing the work shall exceed the unpaid balance, the Contractor shall pay be difference to the Owner. The cost incurred by the Owner, as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Owner, and approved by the Architect / Engineer.

7.13 PAYMENT FOR WORK TERMINATED- Upon suspension of the work or termination of the Contract by the Owner, the Contractor shall recover payment from the Owner for the work performed as negotiated with the owner. See Section 7.09 above for additional information.

7.14 PAYMENT FOR SAMPLES AND TESTING OF MATERIALS - Samples furnished in accordance with Paragraph 2.11 shall be furnished by the Contractor at his expense.

A. Testing of samples and materials furnished in accordance with Paragraph 2.11 shall be arranged and paid for by the Owner unless otherwise specified in the detailed specifications.

7.15 RELEASE OF LIENS - The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid.

7.16 ACCEPTANCE AND FINAL PAYMENT - When the Contractor shall have completed the work in accordance with the terms of the Contract Documents, the Architect / Engineer shall certify his acceptance to the Owner and his approval of the Contractor's final Request for Payment, which shall be the Contract Amount plus all approved additions less all approved deductions and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work, following which the Owner shall accept the work and release the Contractor except as to the conditions of the Performance Bond, any legal rights of the Owner, required guarantees, and Correction of Faulty Work after Final Payment, and shall authorize payment of the Contractor's final Request for Payment. The Contractor must allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Architect / Engineer to assemble and check the necessary data.

7.17 TERMINATION OF CONTRACTOR'S RESPONSIBILITY - The Contract will be considered complete when all work has been finished, the final inspection made by the Architect / Engineer, and the project accepted in writing by the Owner. The Contractor's responsibility shall then cease, except as set forth in his Performance Bond, as required by the Guaranty Period in accordance with Paragraph 4.09, and as provided in Paragraph 7.18.

7.18 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT - The approval of the final Request for Payment by the Architect / Engineer and the making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Owner shall promptly give notice of faulty materials or workmanship and the Contractor shall promptly replace any such defects discovered within two years from the date of written acceptance of the work, or within such longer period as may be incorporated in the Detailed Specification Requirements. The Architect / Engineer shall decide all questions arising under this paragraph.

## SECTION 8 - WAGES AND LABOR CONDITIONS

8.01 WORKING HOURS - No laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by this contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.

8.02 WAGE RATES AND SUPPLEMENTS - Each laborer, workman or mechanic, employed by the Contractor, subcontractor or other person about or upon such public work, shall be paid not less than the prevailing rates of wages and shall be provided supplements not less than the prevailing supplements, as determined by the Industrial Commissioner of the State of New York (see "Information for Bidders").

8.03 DISCRIMINATION

A. In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no Contractor, subcontractor nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color 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;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color or national origin;

C. There may be deducted from the amount payable to the Contractor by the County of Erie under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

D. This contract may be cancelled or terminated by the County of Erie and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and

E. The aforesaid provisions of this section covering every contract for or on behalf of the County of Erie for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

F. General Regulation No. 1 as issued by the State Commission Against Discrimination states: "It is hereby agreed by and between the parties hereto that every contractor and subcontractor engaged in the public work described in this contract shall post and maintain at each of his establishments and at all places at which the public work described hereunder is being conducted, the Notice of the State Commission Against Discrimination indicating the substantive provision of the Law Against Discrimination, where complaints may be filed, and other pertinent information. Such Notice shall be posted in easily accessible and well lighted places customarily frequented by employees and applicants for employment."

G. Provision of the State Law Against Discrimination also prohibits discrimination in employment because of age.

8.04 EQUAL EMPLOYMENT OPPORTUNITY

In the performance of work under Erie County Contracts or any subcontract, no Contractor, subcontractor, nor any person acting on behalf of such Contractor, or subcontractor, in their employment practices, shall by reason of race, color, national origin, sex, age, religion, marital status, or disability discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates. Reference Title VI of the Civil Rights Act of 1964 (42 USC 200d).

Executive Order 11245, 30 Federal Regulation 12319 (1965) (Equal Opportunity Clause)

During the performance of Erie County contracts, the Contractor agrees:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, age, religion, marital status, or disability. The Contractor will take affirmative action to ensure the applicants are employed and employees are treated during employment, without regard to their race, color, national origin, sex, age, religion, marital status, or disability. 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.

B. The Contractor agrees to appoint an Equal Employment Opportunity (EEO) officer whose function will be to assure that said Contractor participates fully and effectively in the County of Erie Affirmative Action Program in compliance with the requirements of the County of Erie Contract.

C. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the EEO officer setting forth the provisions of this non-discrimination clause.

D. 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 consideration for employment without regard to race, color, national origin, sex, age, religion, marital status, or disability.

E. 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 by the organization EEO officer, advising the labor union or workers' representative of the Contractor's commitment under Executive Order No. 11246 on September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

F. The Contractor will file, by the fifteenth day of each month with the EEO office and the Contracting Agency, a monthly manpower utilization report of his work force on the Erie County project for the preceding month, broken down by racial groups, craft status, and job classification and including (a) the number of minority workers he has secured and (b) the type of On-the-Job Training he has provided on the Erie County project, the classification of said minority participants (apprentices, journeymen, and trainees), the specific crafts in which they have received training, and the number of hours they have worked.

G. The Monthly Manpower Utilization Report shall be attached to every Request for Payment Application. Payment Requests will not be reviewed unless the manpower utilization report is attached.

H. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and all relevant rules, regulations, and orders of an Erie County Contract and the Erie County Affirmative Action Program.

I. In the event of the Contractor's non-compliance with the nondiscrimination clauses of an Erie County Contract or with any such rules, regulations, or orders that contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Erie County contracts in accordance with the procedures authorized in Executive Order No. 11246 or as otherwise provided by law.

J. The Contractor will include the provisions of paragraphs a. through i. in every subcontract or purchase order unless specifically exempted by the rules, regulations, or orders, of an Erie County contractual agreement, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Contracting Agency may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with any subcontractor or vendor as a result of such direction by the Contracting Agency, the Contractor may request the County of Erie to enter into such litigations to protect the interests of the County of Erie.

8.05 MONITORING

A. The EEO Office has the responsibility of administering the Monitoring Program for the County of Erie and its Affirmative Action Program. During the monitoring of an organization, the EEO Office shall receive the full cooperation of the Contracting Agency in dealing with organizations needing remedial actions.

B. The objective of the County of Erie's Monitoring Program is a systematic review, by the EEO Office, of the Contractor's performance in meeting the goals of minority utilization at each level of his work force. There will be two basic results from the County of Erie's monitoring process:

C. Acceptable achievement or progress, according to the program for construction contracts on County of Erie projects, toward the County of Erie's goal of 13.2% minority manpower utilization, and in addition, the County of Erie's goal for the utilization of women in the area of construction shall be in accordance with the U.S. Department of Labor's goal of 6.9%.

   1. Insufficient progress toward goals according to the program; if an organization is found to be unwilling to correct deficiencies after a recommended non-compliance investigation, the County of Erie may:

      a. Summon the Contractor to a hearing

      b. Withhold progress payments in part or in full

      c. Cancel the Contract

      d. Bar the award of future contracts until the Contractor can demonstrate that he will comply

D. The County of Erie's Monitoring Program will consist of both Off-Site and On-site monitoring.

E. Off-Site monitoring program shall consist of Monthly Employment Utilization reports submitted via LCPtracker. Due to the regular turnover of the work force of a construction Contractor and because of Federal Compliance reporting requirements, all Contractors and subcontractors must submit these monthly reports to the Erie County EEO Office and the Contracting Agency. These reports will state an employee's EEO identification trade, classification, hours worked, and the percentage of completion for each County of Erie project for each reporting month.

F. On-Site monitoring, for the purpose of verifying these monthly reports, will be dependent on but not limited to:

   1. The compliance status of each Contractor for each County of Erie construction project.

   2. Length of the contract, subcontract, or grant and its percentage of completion.

   3. Size of the labor force of the organization.

   4. Degree of employment opportunity the County of Erie contract, subcontract, or grant will offer to minority workers.

   5. Past record of affirmative action achievement of the organization.

   6. Past record of affirmative action compliance performance under the EEO Office.

G. The EEO Office will have an ongoing Master File, dealing with each Contractor or subcontractor for each County of Erie construction project participated in for reference of the past performance of each Contractor.

H. In the event any deficiencies are found during an Off-Site or On-Site analysis, organization officials shall receive a summary of these deficiencies and the audits made for each reporting month. Any violations found will be fully explained and discussed with the Contractor or subcontractor. During discussions with the EEO Office and the Contracting Agency, alternative solutions to particular problems will be explored. At this time, attempts will be made to obtain the Contractor's agreement to take action by specified dates and a duplicate copy of the agreement will be sent to the Contractor or subcontractor.

8.06 COUNTY OF ERIE MINORITY AND WOMEN'S BUSINESS ENTERPRISE COMMITMENT
Minority/Women's Business & Service-Disabled Veteran Owned Business Utilization Commitment:

A. Erie County's Minority and Women's Business Utilization Local Law. No. 6, 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.

1. 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.

2. 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.

3. For the purpose of these regulations, the term "Service-Disabled Veteran Owned Business" (SDVOB) refers to a business that is a certified service-disabled veteran-owned business under the New York State Service-Disabled Veteran-Owned Business Act.

4. 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.

5. The County of Erie has determined that a goal of six percent (6%) of the total contract value represents a fair share of SDVOB utilization, 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.

6. This local law requires that positive efforts be made by recipients of Erie County construction contracts to utilize service-disabled veteran owned business as well as 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.

7. All prime contractors awarded Erie County contracts estimated to exceed $100,000 are to take positive steps "to afford fair opportunities to SDVOB, MBE's and WBE's". Positive steps shall include but not be limited to:

   a. Utilizing a source list of bona fide service-disabled veteran owned business, minority and women's business enterprises.

   b. Solicitations of bids from SDVOB's, MBE's and WBE's particularly of those located in Erie, Niagara, Cattaraugus and Chautauqua Counties.

   c. Giving service-disabled, minority and women firms' sufficient time to submit proposals in response to solicitations.

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

e. Each contractor bidding on a County of Erie Contract is to contact SDVOB's, 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's business enterprises and the dollar amount of each contract on the Minority Business Utilization Report.

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

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

   a. Assumes actual and 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.

10. Where an SDVOB, 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.

11. Where the SDVOB, 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.

12. The qualifications set forth in subsections, above of this Action shall be certified by the Erie County Equal Employment Opportunity Office.

13. All bidders shall submit a properly executed SDVOB/Minority/Women Business Enterprise Utilization Report Part A with their bid proposal at the time of bid.

14. In the event of a joint venture participating in this SDVOB and/or MBE/WBE Program, the Joint Venture Disclosure Affidavit must be submitted with the Minority/Women Business Enterprise Utilization - Prime Contractor Affidavit. 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.

15. SDVOB's, MBE's and WBE's must be certified before their participation may be credited toward the respective 6%, 10% and 2% goal. Where the proposed MBE and/or WBE are 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.

16. Should a bidder conclude that they would be unable to satisfy the SDVOB and/ or the MBE/WBE goal, the bidder shall submit a properly executed applicable Waiver Request Form with their bid proposal. Waivers shall be granted only where the availability of SDVOB's, MBE's and/or WBE's in the market area of the project is less than the respective 6%, 10% and 2% goals.

17. Sufficient information must be provided on the SDVOB, 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 on the advice of the EEO Office.

18. A waiver approval limits the contractor's obligation to solicit SDVOB's, 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.

19. Conditional approval of the waiver request makes it necessary for the contractor to continue soliciting SDVOB's, MBE's and/or WBE's for contracting purposes, after he has been declared the low bidder.

20. A MBE/WBE Utilization Waiver Request will be rejected if the contractor:

    a. Fails to provide information on the SDVOB, Minority and/or Women's Business Enterprise Utilization Report at the time of the Bid opening.

    b. Provides fraudulent information on the SDVOB or MBE/WBE reports.

    c. Fails to make an honest good faith effort to recruit a contractor with SDVOB or MBE's/WBE's.

    or

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

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

22. The successful low bidder shall submit to the Erie County SDVOB/MBE/WBE Office within 15 business days of the bid opening, a schedule for service-disabled veteran owned business and minority/women's business enterprise participation as applicable, listing the 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 business enterprise.

23. 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 SDVOB/MBE/WBE business enterprise. The prime contractor shall not substitute or delete the listed service-disabled veteran owned business minority and/or women's business enterprise without the written consent of Erie County.

24. In the event that the SDVOB/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 SDVOB, 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 SDVOB/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.

25. The contractor shall provide to the Erie County EEO 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 acceptable documentation is received.

26. Upon completion of the work, the contractor shall provide a properly executed SDVOB/Minority/Women Business Enterprise Utilization Report – Part A-Part D, certifying the total dollar amounts expended to the MBE's & WBE's subcontracted with. This report and all cancelled checks necessary to verify certification are to be submitted to the Erie County EEO Office, prior to final payment request.

27. In the event a contractor fails to comply with these provisions, Erie County may:

    a. Summon the contractor to a hearing.

    b. Withhold progress payments in part or in full.

    c. Cancel the contract.

    d. Bar award of future contracts until the contractor can demonstrate that he will comply.

28. 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.

29. 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 Service-Disabled Veteran Owned Business enterprises in accordance with the goals set forth in the fide Service-Disabled Veteran Owned Business Utilization Local Law, No. 3, 2023.

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

31. The Prime Contractor and all Service-Disabled Veteran Owned Business, 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.

## 8.07 COUNTY OF ERIE EXECUTIVE ORDER #13 "PAY EQUITY CERTIFICATION ON COUNTY CONTRACTS"

A. During the term of this Contract, the agency shall comply with Executive Order 13 (2014), and the Agency shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the agency, its offices and facilities, for the purpose of verifying information supplies in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency's compliance with Erie County Executive Order No. 13 (2014). Violation of the provisions of Executive Order 13 (2014) which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

    1. Refer to Appendix C for the Erie County Executive Order #13 and Equal Pay Certification Form.

2. The Equal Pay Certification Form shall be submitted with the bid proposal.

8.08 COUNTY OF ERIE EXECUTIVE ORDER #18 "FIRST SOURCE HIRING POLICY FOR COUNTY CONSTRUCTION PROJECTS"

A. During the term of this Contract, Erie County Executive Order No. 18 (2017) may apply. Violation of the provisions of Executive Order 13 (2014) which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

1. Refer to Appendix D of the General Conditions for the Erie County Executive Order #18, Rules and Regulations, Erie County Local and Disadvantaged Worker Compliance Certification, County of Erie Executive Order #18 Monitoring and Reports, and First Source Policy Targeted Zip Codes.

    a. First Source Policy Targeted Zip Codes are provided for information only and subject to change.

    b. Be advised that the Contractor will be required to provide monthly reports demonstrating good faith effort to meet the required work force goals using LCPtracker web-based software.

2. The Erie County Executive Order #18 Attestation and Statement of Workforce shall be submitted with the bid proposal.

B. Requirements of Executive Order No.18 are as shown in Appendix D of the General Conditions and are summarized below. It should be noted that Executive Order No. 18 does not apply to work hours performed by individuals residing outside of New York State per the language of the Executive Order.

a. 100% of the workforce must be from New York State's 8 Western Counties.
b. 70% of the workforce must be from County of Erie.
c. 30% of the workforce must be from the identified zip codes included in Appendix D and/or one of the following qualifying disadvantaged status as described below
    i. Area Medium Income
    ii. Released from prison in last 10 years
    iii. Participated in Temporary Assistance for Needy Families Program
    iv. Participated in Supplemental Nutritional Assistance Program
    v. Was unemployed for a least 12 consecutive months.

## SECTION 9 – ACCOUNTABILITY

9.01 The Contractor shall be fully accountable for his 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.

9.02 It shall be the contractor's responsibility for providing and maintaining daily sign-in books for all persons on the project site including; employees, visitors or otherwise at all times during the duration of the project until the project has been completed. Copies of the sign in books are to be provided to the Owner if requested.

9.03 The Electrical Contractor (or General Contractor when there is no associated Electrical Contract associated with a given Project) will be responsible to replace all existing smoke detectors within the construction work area with heat detectors, when applicable, at the direction of the Owner.

9.04 It is the Contractor's responsibility to perform all work in accordance with the Occupational Safety and Health Administration (OSHA) rules and requirements. All contractors are to ensure that all employees assigned to the Project as defined within the Project Documents, have been OSHA 10 certified. Proof of certification to be uploaded to the LCPtracker software system.

9.05 Contractor to ensure that at least one (1) approved fire extinguisher device is on the contraction site at all times. Additional fire extinguishers to be provided at the locations, as applicable, as follows:

- At each stairway on all floor levels where combustible materials have accumulated.
- In every storage and construction shed.
- Additional portable fire extinguishers shall be provided where special hazards exist, such as the storage and use of flammable and combustible liquids

## SECTION 10 - THE ERIE COUNTY WORKFORCE DEVELOPMENT AND DIVERSIFICATION NEW YORK STATE CERTIFIED WORKER TRAINING PROGRAM

10.01 County of Erie Local Law No. 3-2018

**COUNTY OF ERIE**
LOCAL LAW INTRO NO. 3 - 2018

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;

   v. A minimum of ten percent (10%) 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 be consist of persons participating in a New York State Certified Worker Training Program.

vi. In all cases, such Certified Apprenticeship Training Program must be specific to the type and scope of work which is being performed and must have a graduation rate of at least thirty percent (30%) as determined by the New York State Department of Labor.

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.

Section 6. Equal Employment Monitoring.

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 with the following condition:

Apprenticeship agreements currently in place as of the effective date of this Local Law which are still in probationary status or apprenticeship agreements which were in probationary status during the period preceding the specific trade's program length as set forth in the New York State Prevailing Wage Schedule, shall be exempt from the 30% apprenticeship graduation requirement specified in Section 3 (A) (vi) for the period measured from the date the apprenticeship program is registered with the New York State Department of Labor plus the specific trade's program length plus two years.

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.

SPONSORS: PATRICK BURKE
APRIL N.M. BASKIN
JOHN BRUSSO

10.02 Rules and Regulations Adopted by the Erie County Commissioner of Public Works Regarding Local Law No. 3-2018

## RULES AND REGULATIONS ADOPTED BY THE ERIE COUNTY COMMISSIONER OF PUBLIC WORKS REGARDING: COUNTY OF ERIE LOCAL LAW NO. 3-2018

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. 3-2018, "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 3-2018

“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 the Bid amount is 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 gals 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.

COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER

BID DATE: _____

TODAY'S DATE: _____

**ERIE COUNTY MINORITY/WOMEN BUSINESS ENTERPRISE & SERVICE-DISABLED VETERAN-OWNED BUSINESS UTILIZATION REPORT- PART A**

COMPANY: _____

AUTHORIZED REPRESENTATIVE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

PROJECT NAME: _____

PROJECT NUMBER: _____

I. List actions taken to identify, solicit, and contact Minority Business Enterprise (MBE), Women Business Enterprise (WBE) & Service-Disabled Veteran-Owned Business (SDVOB) to bid on subcontracts for this project.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

II. List all bona-fide Minority/Women Business Enterprise & Service-Disabled Veteran-Owned Businesses, 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.

| MBE/WMB/SDVOB OWNED FIRMS | SUPPLY/ SERVICE | AMOUNT OF PROPOSAL | PRIOR CERTIFICATION | CONTRACT EXECUTED | REASON IF CONTRACT NOT AWARDED |
|---|---|---|---|---|---|
| NAME: _____<br>ADDRESS: _____<br>CITY, STATE: _____<br>TELEPHONE: _____<br>IRS #: _____ | | | | YES<br>NO | |

| MBE/WMB/SDVOB OWNED FIRMS | SUPPLY/ SERVICE | AMOUNT OF PROPOSAL | PRIOR CERTIFICATION | CONTRACT EXECUTED | REASON IF CONTRACT NOT AWARDED |
|---|---|---|---|---|---|

NAME: _____ YES

ADDRESS: _____

CITY, STATE: _____

TELEPHONE: _____ NO

IRS #: _____

| MBE/WMB/SDVOB OWNED FIRMS | SUPPLY/ SERVICE | AMOUNT OF PROPOSAL | PRIOR CERTIFICATION | CONTRACT EXECUTED | REASON IF CONTRACT NOT AWARDED |
|---|---|---|---|---|---|

NAME: _____ YES

ADDRESS: _____

CITY, STATE: _____

TELEPHONE: _____ NO

IRS #: _____

| MBE/WMB/SDVOB OWNED FIRMS | SUPPLY/ SERVICE | AMOUNT OF PROPOSAL | PRIOR CERTIFICATION | CONTRACT EXECUTED | REASON IF CONTRACT NOT AWARDED |
|---|---|---|---|---|---|

NAME: _____ YES

ADDRESS: _____

CITY, STATE: _____

TELEPHONE: _____ NO

IRS #: _____

| MBE/WMB/SDVOB OWNED FIRMS | SUPPLY/ SERVICE | AMOUNT OF PROPOSAL | PRIOR CERTIFICATION | CONTRACT EXECUTED | REASON IF CONTRACT NOT AWARDED |
|---|---|---|---|---|---|

NAME: _____ YES

ADDRESS: _____

CITY, STATE: _____

TELEPHONE: _____ NO

IRS #: _____

III. Assistance offered by contractor to MBE's/WBE's/SDVOB's as to bonding, union requirements obtaining work capital, etc.

1._____

2._____

3._____

4._____

5._____

6._____

IV. Total Dollar Amount to be subcontracted to:

Minority Business Enterprise(s). $_____

Women Business Enterprise(s). (if applicable) $_____

Service-Disabled Veteran-Owned Business(s). $_____

V. Total Amount of Bid $_____

VI. MBE Percent (%) of project bid: (EC goal is 10%) _____ %

WBE Percent (%) of project bid: (EC goal is 2%) _____ %

SDVOB Percent (%) of project bid: (EC goal is 6%) _____ %

VII. YOU MUST ATTACH COPIES OF RELEVANT CORRESPONDENCE AND DOCUMENTS, INCLUDING RETURN RECEIPTS UPON LOW BIDDER STATUS TO EEO.

_____ _____
SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE

VIII. CONTRACTOR'S DESIGNATED EQUAL OPPORTUNITY OFFICER (EEO)

_____ _____
NAME DATE

**COUNTY OF ERIE MINORITY/WOMEN BUSINESS ENTERPRISE**
**& SERVICE-DISABLED VETERAN-OWNED BUSINESS UTILIZATION REPORT PART – B**

Certificate of Expenditures at 30% Completion of Project

Contractor: _____ Contractor Name: _____

I. List all bona-fide minority/women business enterprises & Service-Disabled Veteran-Owned Business, subcontractors, suppliers, professional personnel, or joint venture firms, with whom you have entered into a binding agreement in accordance with the MWBE/SDVOB Business Utilization Goal set forth by the County of Erie. Include (minority trucking) firms that will be utilized and include an estimated dollar amount. The information must be submitted to the County of Erie when the project is 30% complete.

| MBE/WBE/SDVOB OWNED FIRMS (SEE REVERSE SIDE IF MORE SPACE IS NEEDED) | TYPE OF WORK | DATE CONTRACT EXECUTED | TOTAL EXPENDED TO DATE | ESTIMATED AMOUNT REMAINING |
|---|---|---|---|---|

NAME: _____

ADDRESS: _____

CITY, STATE: _____

TELEPHONE: _____

IRS #: _____

| MBE/WBE/SDVOB OWNED FIRMS (SEE REVERSE SIDE IF MORE SPACE IS NEEDED) | TYPE OF WORK | DATE CONTRACT EXECUTED | TOTAL EXPENDED TO DATE | ESTIMATED AMOUNT REMAINING |
|---|---|---|---|---|

NAME: _____

ADDRESS: _____

CITY, STATE: _____

TELEPHONE: _____

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 Subcontracted To:

Minority Business Enterprise(s). $_____

Women Business Enterprise(s). (if applicable) $_____

Service-Disabled Veteran-Owned Business(s). $_____

III. Total Amount Expended To Date: $_____

IV. Total Amount of Bid: $_____

V. MBE Percent (%) of project bid: _____%

WBE Percent (%) of project bid: _____%

SDVOB Percent (%) of project bid: _____%

I, _____

As an official representative of _____

do hereby certify that the information listed above is correct and complete.

_____ _____

NAME DATE

_____

TITLE

**MINORITY/WOMEN BUSINESS ENTERPRISE & SERVICE-DISABLED VETERAN-OWNED BUSINESS 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: _____ Contractor Name: _____

| MBE / WBE | PART B CONTRACT AMOUNT OR ESTIMATE | TOTAL EXPENDED TO DATE | ESTIMATED AMOUNT REMAINING |
|---|---|---|---|
| MBE's | | | |
| WBE's | | | |
| SDVOB's | | | |

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 DATE

_____

TITLE

**MINORITY BUSINESS ENTERPRISE UTILIZATION REPORT-PART D**
**FINAL CERTIFICATION OF EXPENDITURE TO MBE's/WBE's/SDVOB's**

(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.

Contractor: _____ Contractor Name: _____

| MBE | **TOTAL AMOUNT EXPENDED** |
|---|---|
| | |
| | |
| | |
| WBE | **TOTAL AMOUNT EXPENDED** |
| | |
| | |
| | |
| SDVOB | **TOTAL AMOUNT EXPENDED** |
| | |
| | |
| | |

TOTAL OF ALL MBE SUBCONTRACTS $_____

TOTAL OF ALL WOMEN SUBCONTRACTS (if applicable) $_____

TOTAL OF ALL SDVOB SUBCONTRACTS $_____

FINAL MBE PERCENTAGE _____%

FINAL WBE PERCENTAGE (if applicable) _____%

FINAL SDVOB PERCENTAGE _____%

I, _____

As an official representative of _____

do hereby certify that the information listed above is correct and complete.

_____ _____

NAME DATE

_____

TITLE

*Sworn to before me

This _____ day of _____, 2023”

_____

Notary Public / Commissioner of Deeds

County of Erie
Division of Equal Employment Opportunity
Andrew McLaren
Director

# M/WBE WAIVER PACKET

## Instructions for Prime Contractors:

The utilization of certified M/WBEs for non-commercially useful functions may not be counted towards utilization of certified M/WBEs in the Utilization Plan.
M/WBE firms must be certified by Erie County's Division of Equal Employment Opportunity ("DEEO") or by New York State ("NYS") in order to be counted towards satisfaction of M/WBE participation goals.

See the Bid Packet at or consult the DEEO for further guidance.

**Erie County Division of Equal Employment Opportunity**
**Minority- & Women- Owned Business Enterprise (M/WBE) Utilization Waiver**
**Attachment A**

## Section 1: M/WBE Utilization Waiver Request: Letter of Explanation

The purpose of this letter is to provide the Project Manager and the Division of Equal Employment Opportunity ("DEEO") a summary of the steps taken by the Prime Contractor to obtain Minority-owned Business Enterprise ("MBE") and Women-owned Business Enterprise ("WBE") subcontractors and request a partial or full waiver from the M/WBE Participation Goals.

A summary of the steps taken, include:

(1) Break out all subcontract opportunities;
(2) Search the DEEO M/WBE Directory in those areas (a list of County certified M/WBEs can be found here: https://www3.erie.gov/eeo/). Additionally, search New York States ("NYS") M/WBE Directory (a list of NYS certified M/WBEs can be found here: https://ny.newnycotnracts.com/?TN)
(3) Solicit bids from M/WBE firms:
Document at least two (2) contacts using two (2) different methods of contact; Contact more than one (1) M/WBE in each area – the number depends on how large the contract is); and
(4) Document solicitations using the Solicitation Log (Attachment B). Keep copies of the DEEO and NYS M/WBE Directory search results, or any faxes, emails and quotes from Erie County and NYS certified M/WBEs.

The letter shall include:

(1) A short description of the scope of work involved in the contract;
(2) A short description of the subcontracting opportunities available. If there are limited subcontracting opportunities, explain the reason for the limited opportunities. For example, explaining that your company always self-performs the work is not a valid reason for granting a waiver.
(3) Results of the DEEO M/WBE Directory search.
For example: were firms available; how many; were they qualified?
(4) General results of solicitations.
For example: what happened? If a non-M/WBE bid lower than a M/WBE, did you negotiate?
    a. Include specific information about the solicitation results in areas where M/WBEs weren't obtained you want the waiver reviewer to know about
(5) Formally mention, in the letter, your request for a partial or full waiver.

**Erie County Division of Equal Employment Opportunity**
**Minority- & Women- Owned Business Enterprise (M/WBE) Utilization Waiver Checklist**

The following checklist is for the Project Manager to use when reviewing the M/WBE Utilization Waiver Request. Once the Project Manager is satisfied, they should forward the Waiver Request forms, along with this signed checked list, to the Director or Erie County's Division of Equal Employment Opportunity ("DEEO") for final review and approval/denial.

M/WBE Waiver Request Form

There are two types of requests: Full Waiver from meeting the M/WBE Goals or a Partial Waiver from meeting the full M/WBE Goals. The Waiver Request Form contains examples of Good Faith Effort documentation. However, the following checklist contains items that are required before submission to the DEEO.

☐ Letter of Explanation for Waiver Request

☐ Copies of advertisements for M/WBE Participation, if applicable

☐ Screenshots of search results (by business type) from the DEEO's and the NYS M/WBE Directory

☐ A completed Solicitation Log (See Attachment A). The log shall be broken out into separate areas for each task that is solicited (e.g. electrician, plumbing, drywall, painting, etc.). The log shall show: (1) each M/WBE firm was contacted at least twice, by two (2) different methods (e.g. phone, e-mail, fax, etc.), and (3) with whom the Requesting Firm spoke with at the potential M/WBE firm.

The following items are optional, depending on the type of request:

☐ Quotes from M/WBEs and non-M/WBEs to show the lowest responsible bidder

☐ Documentation of any negotiations Prime Contractor has/had with M/WBEs

☐ Any other documentation to show GFE, such as: e-mail correspondence, sign in sheet from any pre-bid meetings, etc.

**Acknowledgement and Signature**

☐ By checking this box and signing below, you affirm that all of the information requested is included in this package, and that all information is honest, true, and accurate to the best of your knowledge.

| _____ | _____ | _____ |
|---|---|---|
| Prime Contractor – Print Name | Prime Contractor Signature | Date |

# Erie County Division of Equal Employment Opportunity
## Solicitation Log (Examples Included)
## Attachment A

| Company Name | MBE or WBE | Work Type | Location | Contact 1 - Date | Contact 1 - Type | Result | Contact 2 - Date | Contact 2 - Type | Result | Overall Result/Reason Chosen or Not/Comments |
|---|---|---|---|---|---|---|---|---|---|---|
| ABC | MBE | Doors and Windows | Rochester | 12-Apr | Fax | Went thru, No response | 14-Apr | Phone | Left VM | No response |
| XYZ | MBE | Doors and Windows | Syracuse | 12-Apr | Fax | Went thru, May bid | 21-Apr | Phone | Spoke with Kathy. | Declined to bid. |
| 123 | WBE | Doors and Windows | Albany | 12-Apr | Fax | Went thru, No response | 14-Apr | Phone | Spoke with Bob. | Don't offer the items. |
| Tough guy | MWBE | masonry | Liverpool | 12-Apr | Email | Undeliverable | 12-Apr | Fax | Went thru, No response | No response |
| Quality | WBE | masonry | Plattsburgh | 12-Apr | Fax | Went thru, will respond | 16-Apr | Phone | Left VM | Received quote, too high |
| GENERAL CON | NA | masonry | Plattsburgh | 12-Apr | Email | Responded low bidder | X | X | X | See quote comparison |

**Erie County Division of Equal Employment Opportunity**
**Minority- & Women- Owned Business Enterprise (M/WBE) Utilization Plan & Waiver Request**

| **SECTION 3: SUPPORTING DOCUMENTATION** |
|---|
| To be considered, the Request for Waiver Form must be accompanied by the documentation requested in items 1 – 9, as listed below. Copies of the following information and all relevant supporting documentation must be submitted along with the request. Please contact the DEEO for assistance. |
| 1. A letter of explanation setting forth your basis for requesting a partial or total waiver and detailing the good faith efforts that were made.<br><br>2. Copies of advertisements in any general circulation, trade association, and minority- and women-oriented publications in which you solicited MWBEs for the purposes of complying with your participation goals, with the dates of publication.<br><br>3. Screenshots of search results (by business description or commodity code) from Erie County's Equal Employment Opportunity MWBE Directory of all certified MWBEs that were solicited for purposes of complying with your MWBE participation goals.<br><br>4. Copies of faxes, letters, or e-mails sent to MWBE firms to solicit participation and their responses.<br><br>5. A log of solicitation results, consisting of the list of MWBE firms solicited for the contract and the outcome of the solicitations. The log should be broken out into separate areas for each task that is solicited (e.g., trucking, materials, electricians) and clearly provide a rationale for firms included on the completed Utilization Plan as well as for those not chosen. The log should show: that each MWBE firm was contacted twice by two different methods (e.g., fax and phone); who was spoken to; what was said; and the final outcome of the solicitation.<br><br>6. A description of any contract documents, plans, or specifications made available to MWBEs for purposes of soliciting their bids and the date and manner in which these documents were made available. Specifically, include information on the scope of work in the contract and a breakout of tasks or equipment, such as a schedule of values for a construction contract or a proposal or excerpt from a professional services agreement.<br><br>7. Documentation of any negotiations between you, the Contractor, and the MWBEs undertaken for purposes of complying with your MWBE participation goals.<br><br>8. Any other information you deem relevant which may help us in evaluating your request for a waiver. Examples may include sign-in sheets from any pre-bid meetings where MWBE firms were invited, attendance at MWBE forums, etc.<br><br>9. The Project Manager and/or the DEEO reserve the right to request additional information and/or documentation.<br><br>**Note:** Unless a Total Waiver has been granted, Firms will be required to submit all reports and documents pursuant to the provisions set forth in the procurement and/or contract, as deemed appropriate by Erie County, to determine MWBE compliance. In cases where Erie County accepts a full or partial waiver of MWBE participation goals, the waiver request approval will be added to your file. |

| **SIGNATURE** | |
|---|---|
| **Prime Contractor Acknowledgement:** ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all M/WBE subcontractors will perform a commercially useful function.<br><br>**Prime Contractor/Contractor's Authorized Representative's Name** (Please Type)**:**<br><br>**Prime Contractor/Contractor's Authorized Representative's Signature:** | **Date:** |

**Erie County Division of Equal Employment Opportunity**
**Minority- & Women- Owned Business Enterprise (M/WBE) Utilization Plan & Waiver Request**

| **SECTION 4: DIVISION OF EQUAL EMPLOYMENT OPPORTUNITY INFORMATION (FOR THE DEEO USE ONLY)** | | |
|---|---|---|
| **DEEO Director:** | **Email:** | **Phone #:** |
| **Signature DEEO Director:** | | **Date:** |
| **DEEO Director Acknowledgement:** ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief. | | |
| **Complete if applicable:** | | |
| **DEEO Director/Authorized Rep.:** | **Title:** | |
| **Email:** | **Phone #:** | |
| **Signature of DEEO Representative:** | | **Date:** |
| **DEEO Representative Acknowledgment:** ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief. | | |
| **Comments:** | | |

# APPENDIX "B"

## COUNTY OF ERIE – DEPARTMENT OF PUBLIC WORKS BUILDING PERMIT APPLICATION AND INSURANCE REQUIREMENTS

Exhibit 1B – Building Permit Application

Exhibit 2B – Contractor Insurance Requirements

MARK C. POLONCARZ
COUNTY EXECUTIVE

WILLIAM E. GEARY
COMMISSIONER OF PUBLIC WORKS

# Building Permit Application

| ECDPW Building Permit No. |
|---|

## Part I: General Information

### 1. Project Location and Information

| |
|---|
| Project Name: |
| Name and Address: |
| Building Name: |

### 2. Architect/Engineer (Prime)

| |
|---|
| Name: |
| Address: |
| City, State, Zip: Phone Number: |

### 3. Contractor

| |
|---|
| Name: |
| Address: |
| City, State, Zip: Phone Number: |

### 4. Type of Construction or Improvement

| | | |
|---|---|---|
| ☐New Building: Proposed use is | | |
| ☐Conversion: | Current use is | Proposed use is |

| | | | |
|---|---|---|---|
| ☐Addition | ☐Alteration | ☐Repair/Replacement | ☐Relocation |
| ☐Demolition | ☐Sign | ☐Fence | ☐Equipment |
| ☐Other (Describe) | | | |

**NOTE: AN INCOMPETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE**

**5. Use and Occupancy Classification**

| | | | |
|---|---|---|---|
| ☐ Assembly Group **A** | ☐ Business Group **B** | ☐ Education Group **E** | ☐ Factory Group **F** |
| ☐ High-Hazard Group **H** | ☐ Institutional Group **I** | ☐ Mercantile Group **M** | ☐ Residential Group **R** |
| ☐ Storage Group **S** | ☐ Utility Group **U** | | |

If Assembly, Factory, High-Hazard, Institutional, Residential or Storage indicate Group subcategory type (e.g. Assembly A4) and Describe:

**6. Special Inspections Required (3Rd Party) ☐ N/A**

| | | | |
|---|---|---|---|
| ☐ Electrical | ☐ Mechanical | ☐ Plumbing | ☐ Geotechnical |
| ☐ Foundations | ☐ Compaction | ☐ Steel | ☐ Equipment |
| ☐ Asbestos | ☐ Hazardous Materials | ☐ Medical Specialties | ☐ Other: |
| ☐ Chapter 17 – Structural Tests and Special Inspections | | | |

**7.** Dimensions of **EXISTING** Buildings**:**

| Description: | Width: | Length: | Height: | No. of Stories: |
|---|---|---|---|---|
| | | | | |

**8.** Dimensions of **NEW** Buildings:

| Description: | Width: | Length: | Height: | No. of Stories: |
|---|---|---|---|---|
| | | | | |

**9.** Lot Dimensions:

| Description: | Width: | Length: | Height: | No. of Stories: |
|---|---|---|---|---|
| | | | | |

**NOTE: AN INCOMPETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE**

**10. Description of Project: (If need additional space please attach sheets to application). For any mixed occupancy, specify in detail the nature and extent of each use.**

| |
|---|
| |
| |
| |
| |
| |
| |

**11. Estimated Project Cost**

| |
|---|
| Cost of the work to be performed, **excluding** land costs: |

**CONTINUE TO PART TWO:** ***DO NOT WRITE BELOW THIS LINE – OFFICIAL USE ONLY***

| Date Received: | Received by: | Forwarded to (for review): |
|---|---|---|
| **Additional Approvals needed:** | | |
| ☐Historic Preservation | ☐Environmental Impact Statement | ☐Engineering: |
| ☐Attorney: | ☐Other (explain): | ☐None |

## Part II: Not Used

## Part III: Project Location and Details

1. This application must be accompanied by two complete sets of plans and specifications. Depicting the scope of the work to be performed.

2. Location of the proposed structure or addition showing the number of stories and all exterior dimensions.

3. The distance of the proposal from all lot lines and any structure including neighboring structures.

4. The depth of the proposed foundation or footers.

5. The maximum percentage of the lot to be covered by building(s).

6. The Water Supply is: ☐Municipal Water ☐Existing Well ☐New Well

7. Site is: ☐Within Flood Plain ☐**Not** within Flood Plain
   ☐Designated as a Wetland ☐**Not** Designated as a Wetland

**NOTE: AN INCOMPETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE**

8. A drawing showing the existing conditions surrounding the project area. The drawing must include but not limited to adjacent: locations, exiting requirements, fire separations and functional areas, etc. Indicate with sufficient clarity and detail the nature and extent of the work proposed and its context. Failure to do so will interrupt the approval process until all the pertinent information is received.

9. Architectural and/or Engineered drawings are required. Drawings need to be prepared by a New York registered Architect or Licensed Professional Engineer. When the project floor area exceeds fifteen hundred (1,500) square feet and/or the project costs twenty thousand ($20,000) dollars or more.

## Part IV: Notices (Read before signing):

1. Work conducted pursuant to a building permit must be visually inspected by the Code Enforcement Official and must conform to the New York State Uniform Fire Prevention and Building Code, and all applicable local, County of Erie, state and federal: laws, codes, rules and regulations.

2. In the event that there are changes to the scope of work that has been approved on the building permit, the Erie County Department of Public Works, Office of the Commissioner **must be notified immediately** of the same.

3. Prior to the start of Demolition activities the potential for exposure to asbestos and any other hazardous materials must be identified. Accordingly, an abatement plan that complies with New York State Department of Labor rules must be implemented.

4. It is the owner's responsibility to contact the Erie County Department of Public Works, Office of the Commissioner at (716) 858-8301 (Monday through Friday from 8am to 4pm) at least **72** hours before the owner and/or contractor wishes to have an inspection conducted. Inspections will be performed by appointment only. More than one inspection may be necessary. This is especially true for "internal work" which will eventually be covered from visual inspection by additional work (i.e. electrical work later to be covered by a wall).

## Part V: Inspections (Read before signing):

1. **PROVISIONS SHALL BE MADE FOR INSPECTION OF THE FOLLOWING ELEMENTS OF THE CONSTRUCTION PROCESS, WHERE APPLICABLE:**
    a. Work site prior to the issuance of a permit
    b. Fire rated construction
    c. Footing and foundations
    d. Fire rated penetrations
    e. Preparation for concrete slab
    f. Solid fuel burning heating appliances, chimneys, flues or gas vents
    g. Framing
    h. Energy code compliance

i. Rough-in of all building systems, including but not limited to: Electrical, Plumbing, Gas or Fuel Piping, Security, HVAC, Temperature Controls, etc.

j. A final inspection after all work authorized by the building permit has been completed

2. DO NOT PROCEED TO THE NEXT STEP OF CONSTRUCTION IF SUCH "INTERNAL WORK" HAS NOT BEEN INSPECTED. Otherwise, work may need to be removed at the contractor's expense to conduct the interior inspection. Close coordination with the Erie County Department of Public Works, Office of the Commissioner will greatly reduce this possibility.

3. All permitted electrical work to be performed will be inspected by a certified independent third party having the prior approval of the Department of Public Works. Such inspections shall be paid for by the Contractor.

4. Owner herby agrees to allow the Erie County Department of Public Works, Office of the Commissioner to inspect the sufficiency of the work being done pursuant to this permit, provided however, that such inspection(s) is (are) limited to the work being conducted pursuant to this permit and any other non work related violations which are readily discernible from such inspection(s).

5. New York State law requires contractors to maintain Worker's compensation and Disability Insurance for their employees. The contractor, as part of their Building Permit Application, shall submit copies of their NYS Workmen's Compensation and NYS Worker's Disability Insurance Certificates on the prescribed New York State forms. The County also requires Certificates of Insurance as limited on the attached Schedule for Contractors performing work on County property whether contracted by the County or third party. Please use the attached Standard Insurance Certificate with the "County of Erie, 95 Franklin St, Buffalo, NY 14202" listed as Certificate Holder.

6. All drawings and specifications submitted with a Building Permit Application for a Building Permit shall bear the seal and signature of a NYS Registered Design Professional per the requirements of NYS law. Building Permit Applications submitted without the seal and signature of a registered NYS Design Professional will be returned as incomplete.

7. If a Certificate of Occupancy is required, the structure shall not be occupied until said certificate has been issued.

8. Work undertaken pursuant to this permit is conditioned upon and subject to any State and Federal regulations relating to Asbestos Material and any other Hazardous Material.

9. This permit does not include any privilege of encroachment in, over, under, or upon any city street or right-of-way.

10. The building permit card must be displayed so as to be visible from the street nearest to the site of the work being conducted.

I,_____, the above named applicant, hereby attest that I am the contractor for the above referenced project and affirm under the penalty of perjury that all statements made by me on this application are true.

(Contractor Signature) Date:

**Please Return Completed Application to:**

**Erie County**
**Department of Public Works**
**95 Franklin Street, Room 1400**
**Buffalo, NY 14202**

**DO NOT WRITE BELOW THIS LINE – OFFICIAL USE ONLY**

| | | |
|---|---|---|
| ☐ Application Approved | Date: | Permit Number: |
| ☐ Permit issued by: | | Date: |
| **CERTIFICATE OF OCCUPANCY OR COMPLIANCE MUST BE OBTAINED BEFORE OCCUPANCY USE.** | | |
| ☐ Certificate of Occupancy or Use by: | | Date: |
| ☐ Application Denied by: | | Date: |

**NOTE: AN INCOMPETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE**

## INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

I Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.

II CERTIFICATES OF INSURANCE

A Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"

B. Coverage must comply with all specifications of the contract.

C Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

III Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.

IV Minimum coverage with limits are as follows:

| Vendor Classification | A Construction and Maintenance | B Purchase or Lease of Merchandise or Equipment | C Professional Services | D Property Leased To Others Or Use Of Facilities Or Grounds | E Concession-aires Services | F Livery Services | G All Purposes Public Entity Contracts |
|---|---|---|---|---|---|---|---|
| Commercial Gen Liab. | $1,000,000 per occ. | $1,000,000 CSL | $1,000,000 CSL | $1,000,000 | $1,000,000 CSL | $1,000,000 | $1,000,000 CSL |
| General Aggregate | $2,000,000 | $2,000,000 | $2,000,000 | $2,000,000 | $2,000,000 | $2,000,000 | $2,000,000 |
| Products Completed Operations Liability | $2,000,000 | $2,000,000 | $2,000,000 | $2,000,000 | $2,000,000 | $2,000,000 | $2,000,000 |
| Blanket Broad Form Contractual Liability | INCLUDE | | | | | | |
| Contractual Liability | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| Broad Form P.D. | INCLUDE | | | | | | |
| X.C.U. (explosion, collapse, Underground) | INCLUDE | | | | | | |
| | | | | | | | |
| Liquor Law | | | | INCLUDE | INCLUDE | | |
| | | | | | | | |
| Auto Liab. | $1,000,000 CSL | | $1,000,000 CSL | $1,000,000 CSL | $1,000,000 CSL | $1,000,000 CSL | $1,000,000 CSL |
| Owned | INCLUDE | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| Hired | INCLUDE | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| Non-Owned | INCLUDE | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| | | | | | | | |
| Excess/Umbrella Liab. | $5,000,000 | $1,000,000 | $1,000,000 | $1,000,000 | $1,000,000 | $5,000,000 | $1,000,000 |
| | | | | | | | |
| Worker's Compensation | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY |
| & Employer's Liability | | | | | | | |
| Disability Benefits | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY |
| | | | | | | | |
| Professional Liability | | | $5,000,000 | | | | |
| | | | | | | | |
| Erie County, To Be Named Add'l Insd. | Gen. Liab., Auto Liab., & Excess | Broad Form Vendors May Be Required | Gen. Liab , Auto Liab., & Excess | Gen. Liab., Auto Liab., & Excess | Gen. Liab., Auto Liab., & Excess | Gen Liab., Auto Liab., & Excess | Gen. Liab., Auto Liab., & Excess |

V. Construction contracts require excess Umbrella Liability limits of $5,000,000.

VI Coverage must be provided on a primary-non contributory bases.

VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.

VIII In the event the concessionaire is required to have a N.Y.S license to dispense alcoholic beverages an endorsement for liquor liability is required.

IX. Waiver of Subrogation: Required on all lines unless noted

X Transportation of people in buses, vans or station wagons requires $5,000,000 excess liability.

XI. Workers Compensation: State Workers' Compensation / Disability Benefits Law
Use Applicable Certificates Below:

Workers Compensation Forms

| | |
|---|---|
| CE-200 | Exemption |
| C105.2 | Commercial Insurer |
| SI-12 | Self Insurer |
| GSI-105.2 | Group Self Insured |
| U-26.3 | New York State Insurance Fund |

DBL (Disability Benefits Law) Forms

| | |
|---|---|
| CE-200 | Exemption |
| DB-120.1 | Insurers |
| DB-155 | Self Insured |
| | |
| | |

XII. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.

Edition Date: 3/29/2012



**NOTE: AN INCOMPETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE**

## County of Erie Standard Insurance Certificate

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME | |
|---|---|---|
| | PHONE (A/C No, Ext) | FAX A/C No: |
| | EMAIL ADDRESS | |
| | PRODUCER CUSTOMER ID #: | |
| | **INSURER(S) AFFORDING COVERAGE** | **NAIC #** |
| INSURED | INSURER A: | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO T E INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY T E POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | **GENERAL LIABILITY** | | | | | | EACH OCCURRENCE | $ |
| | ☐ COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | ☐☐ CLAIMS-MADE ☐ OCCUR | | | | | | MED EXP (Any one person) | $ |
| | ☐ | | | | | | PERSONAL & ADV INJURY | $ |
| | ☐ | | | | | | GENERAL AGGREGATE | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS COMP/OP AGG | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | | $ |
| | **AUTOMOBILE LIABILITY** | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | ☐ HIRED AUTOS | | | | | | | $ |
| | ☐ NON-OWNED AUTOS | | | | | | | $ |
| | ☐ | | | | | | | |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DEDUCTIBLE | | | | | | | $ |
| | ☐ RETENTION $ | | | | | | | $ |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N | | | | | | ☐ WC STATU TORY LIMITS- ☐ OTH ER- | $ |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** | N/A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L.DISEASE - POLICY LIMIT | $ |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD** 101, Additional Remarks Schedule, if more space is required)

| **CERTIFICATE HOLDER** | **CANCELLATION** |
|---|---|
| County of Erie<br>95 Franklin St<br>Buffalo NY, 14202 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE |

X. FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate: DPW OFFICE OF THE COMMISSIONER

Purchase Order or Contact Number: _____

Vendor Insurance Classification: _____

(Rev 3/11)

**NOTE: AN INCOMPETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE**

# INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.

II. CERTIFICATES OF INSURANCE

A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"

B. Coverage must comply with all specifications of the contract.

C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.

IV. Minimum coverage with limits are as follows:

| Vendor Classification | A Construction and Maintenance | B Purchase or Lease of Merchandise or Equipment | C Professional Services | D Property Leased To Others Or Use Of Facilities Or Grounds | E Concession-aires Services | F Livery Services | G All Purposes Public Entity Contracts |
|---|---|---|---|---|---|---|---|
| Commercial Gen. Liab. | $1,000,000 per occ. | $1,000,000 CSL | $1,000,000 CSL | $1,000,000 | $1,000,000 CSL | $1,000,000 | $1,000,000 CSL |
| General Aggregate | $2,000,000 | $2,000,000 | $2,000,000 | $2,000,000 | $2,000,000 | $2,000,000 | $2,000,000 |
| Products Completed Operations Liability | $2,000,000 | $2,000,000 | $2,000,000 | $2,000,000 | $2,000,000 | $2,000,000 | $2,000,000 |
| Blanket Broad Form Contractual Liability | INCLUDE | | | | | | |
| Contractual Liability | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| Broad Form P.D. | INCLUDE | | | | | | |
| X.C.U. (explosion, collapse, Underground) | INCLUDE | | | | | | |
| | | | | | | | |
| Liquor Law | | | | INCLUDE | INCLUDE | | |
| | | | | | | | |
| Auto Liab. | $1,000,000 CSL | | $1,000,000 CSL | $1,000,000 CSL | $1,000,000 CSL | $1,000,000 CSL | $1,000,000 CSL |
| Owned | INCLUDE | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| Hired | INCLUDE | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| Non-Owned | INCLUDE | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| | | | | | | | |
| Excess/Umbrella Liab. | $5,000,000 | $1,000,000 | $1,000,000 | $1,000,000 | $1,000,000 | $5,000,000 | $1,000,000 |
| | | | | | | | |
| Worker's Compensation | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY |
| & Employer's Liability | | | | | | | |
| Disability Benefits | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY |
| | | | | | | | |
| Professional Liability | | | $5,000,000 | | | | |
| | | | | | | | |
| Erie County, To Be Named Add'l Insd. | Gen. Liab., Auto Liab., & Excess | Broad Form Vendors May Be Required | Gen. Liab., Auto Liab., & Excess | Gen. Liab., Auto Liab., & Excess | Gen. Liab., Auto Liab., & Excess | Gen. Liab., Auto Liab., & Excess | Gen. Liab., Auto Liab., & Excess |

V. Construction contracts require excess Umbrella Liability limits of $5,000,000.

VI Coverage must be provided on a primary-non contributory bases.

VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.

VIII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.

IX. Waiver of Subrogation: Required on all lines unless noted

X Transportation of people in buses, vans or station wagons requires $5,000,000 excess liability.

XI. Workers Compensation: State Workers' Compensation / Disability Benefits Law
Use Applicable Certificates Below:

Workers Compensation Forms

| | |
|---|---|
| CE-200 | Exemption |
| C105.2 | Commercial Insurer |
| SI-12 | Self Insurer |
| GSI-105.2 | Group Self Insured |
| U-26.3 | New York State Insurance Fund |

DBL (Disability Benefits Law) Forms

| | |
|---|---|
| CE-200 | Exemption |
| DB-120.1 | Insurers |
| DB-155 | Self Insured |
| | |
| | |

XII. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.

# County of Erie Standard Insurance Certificate

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME |
|---|---|
| | PHONE (A/C No. Ext) / FAX A/C No: |
| | EMAIL ADDRESS |
| | PRODUCER CUSTOMER ID #: |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| | INSURER A: | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO T E INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY T E POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | **GENERAL LIABILITY** | | | | | | EACH OCCURRENCE | $ |
| | ☐ COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS COMP/OP AGG | $ |
| | | | | | | | | $ |
| | **AUTOMOBILE LIABILITY** | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | ☐ HIRED AUTOS | | | | | | | $ |
| | ☐ NON-OWNED AUTOS | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DEDUCTIBLE | | | | | | | $ |
| | ☐ RETENTION $ | | | | | | | $ |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N | | | | | | ☐ WC STATU TORY LIMITS- ☐ OTH ER- | $ |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** | N/A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L.DISEASE - POLICY LIMIT | $ |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

**CERTIFICATE HOLDER**

County of Erie
95 Franklin St
Buffalo NY, 14202

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

X. FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate: Department of Public Works

Purchase Order or Contact Number:

Vendor Insurance Classification: A-Construction and Maintenance

(Rev 3/11)

# INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.

II. CERTIFICATES OF INSURANCE

A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"

B. Coverage must comply with all specifications of the contract.

C. Must be executed by an insurance company, agency or broker, which is licensed by the NYS Department of Financial Services.
If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.

IV. Minimum coverage with limits are as follows:

| Vendor Classification | A Construction and Maintenance | B Purchase or Lease of Merchandise or Equipment | C Professional Services | D Property Leased To Others Or Use Of Facilities or Grounds | E Concessionaires Services | F Livery Services | G All Purposes Public Entity Contracts |
|---|---|---|---|---|---|---|---|
| Commercial Gen. Liab. | $1,000,000 per occ. | $1,000,000 CSL | $1,000,000 CSL | $1,000,000 | $1,000,000 CSL | $1,000,000 | $1,000,000 CSL |
| General Aggregate | $2,000,000 | $2,000,000 | $2,000,000 | $2,000,000 | $2,000,000 | $2,000,000 | $2,000,000 |
| Products Completed Operations Liability | $2,000,000 | $2,000,000 | $2,000,000 | $2,000,000 | $2,000,000 | $2,000,000 | $2,000,000 |
| Blanket Broad Form Contractual Liability | INCLUDE | | | | | | |
| Contractual Liability | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| Broad Form P.D. | INCLUDE | | | | | | |
| X.C.U. (explosion, collapse, Underground) | INCLUDE | | | | | | |
| Liquor Law | | | | INCLUDE | INCLUDE | | |
| Auto Liab. | $1,000,000 CSL | | $1,000,000 CSL | $1,000,000 CSL | $1,000,000 CSL | $1,000,000 CSL | $1,000,000 CSL |
| Owned | INCLUDE | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| Hired | INCLUDE | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| Non-Owned | INCLUDE | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| Excess/Umbrella Liab. | $5,000,000 | $1,000,000 | $1,000,000 | $1,000,000 | $1,000,000 | $5,000,000 | $1,000,000 |
| Worker's Compensation | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY |
| & Employer's Liability | | | | | | | |
| Disability Benefits | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY |
| Professional Liability | | | $5,000,000 | | | | |
| Cyber Liability | $1,000,000 | N/A | $5,000,000 | N/A | N/A | N/A | $1,000,000 |
| Erie County, To Be Named Add'l Insd. | Gen. Liab., Auto Liab., & Excess | Broad Form Vendors May Be Required | Gen. Liab., Auto Liab., & Excess | Gen. Liab., Auto Liab., & Excess | Gen. Liab., Auto Liab., & Excess | Gen. Liab., Auto Liab., & Excess | Gen. Liab., Auto Liab., & Excess |

V. Construction contracts require excess Umbrella Liability limits of $5,000,000.

VI. Coverage must be provided on a primary noncontributory basis.

VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required

VIII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.

IX. Waiver of Subrogation: Required on all lines unless noted

X Transportation of people in buses, vans or station wagons requires $5,000,000 excess liability.

XI. Workers Compensation: State Workers' Compensation / Disability Benefits Law.

USE APPLICABLE CERTIFICATES BELOW:

Workers Compensation Forms

| | |
|---|---|
| CE-200 | Exemption |
| C105.2 | Commercial Insurer |
| SI-12 | Self-Insurer |
| GSI-105.2 | Group Self Insured |
| U-26.3 | New York State Insurance Fund |

DBL (Disability Benefits Law) Forms

| | |
|---|---|
| CE-200 | Exemption |
| DB-120.1 | Insurers |
| DB-155 | Self-Insured |
| | |
| | |

XII. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.

XIII Cyber Liability coverage must be provided in instances where vendors/contractors have access to the County's IT network and/or any personal and confidential information.

XIV Pollution/Environmental Liability coverage required for projects involving the remediation, handling, transporting and/or disposal of hazardous waste Including but not limited to asbestos, lead and any other substance determined to be a Pollutant or Contaminant by the (DEC).

XV Endorsement CG2038 (Additional Insured) or equivalent should be used in construction contracts where there is no direct contract between the Contractor performing services and ECC/Erie County.

**APPENDIX "C"**

**COUNTY OF ERIE – EXECUTIVE ORDER NO.13 – PAY EQUITY CERTIFICATION ON COUNTY CONTRACTS**

## Pay Equity Certification on County Contracts

During the term of this Contract, the Awardee shall comply with Executive Order 13 (2014), and the Awardee shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Awardee, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Awardee's compliance with Erie County Executive Order No. 13 (2014). Violation of the provisions of Executive Order 13 (2014), which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

# Executive Order #013

### Pay Equity Certification on County Contracts

**WHEREAS,** federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964 and Federal Executive Order 11246 of September 24, 1965 (Equal Employment Opportunity) (together "Federal Equal Pay Law"), requires that men and women in the same workplace be given equal pay for equal work; and

**WHEREAS,** Section 194 of New York State Labor Law ("NYS Equal Pay Law") prohibits compensating men and women differently for the same work; and

**WHEREAS,** on average, a full-time working woman in New York State earns just 85 cents for every dollar that a man earns and the pay gap is even greater for African-American and Latina women; and

**WHEREAS,** females make up nearly fifty-two percent of Erie County's population; and

**WHEREAS**, women make up nearly half of the U.S. labor force and are a growing number of breadwinners in their families; and

**WHEREAS,** this pay differential shortchanges women and their families by thousands of dollars a year, and potentially hundreds of thousands of dollars over a lifetime, presenting a lifelong threat to those families' economic security and reducing their earnings through Social Security and other post retirement plans; and

**WHEREAS,** poverty is recognized as a leading cause of or contributing factor to many social problems, including but not limited to substance abuse, domestic violence, child abuse, improper nutrition, obesity, improper health care and criminal conduct; and

**WHEREAS,** the impact of pay differentials is exacerbated as workers age, causing underpaid workers to disproportionally rely upon various forms of public support in their retirement years; and

**WHEREAS,** pay inequity can significantly impact the County, necessitating the provision of various public subsidies for low income residents and leading to the lack of receipt of income by women residents which would be spent in our local economy; and

**WHEREAS,** through the enforcement of current state and federal laws that ban unequal pay for equal work, Erie County can help ameliorate the many negative consequences of pay inequality, thereby improving the lives of those who might otherwise be underpaid, strengthening families and protecting children, and

reducing the demand for public services, all positively impacting county, state and federal budgets.

**NOW, THEREFORE, I MARK C. POLONCARZ,** Erie County Executive, by virtue of the authority vested in me by the Erie County Charter § 302, do hereby order as follows:

1. It is ordered that on and after January 1, 2015, all Erie County offices, departments and administrative units, including but not limited to the Division of Purchase, fully implement a requirement in all bids, requests for proposals and other contract solicitations that the contractor submit an Erie County Equal Pay Certification which certifies the contractor's compliance with Federal Equal Pay Law and New York State Equal Pay Law (together, the "Equal Pay Laws"). Such certification shall be required prior to execution of the contract; and it is,

2. Further ordered that such certification shall include a representation by the contractor that it has not been the subject of an adverse finding under the Equal Pay Laws within the previous five years and shall include disclosure of any currently pending claims against the contractor; and it is,

3. Further ordered that violation of any provision of the Equal Pay Laws during the effective period of such a contract or the filing of a false or misleading Erie County Equal Pay Certificate may constitute grounds for immediate termination of such a contract; and it is,

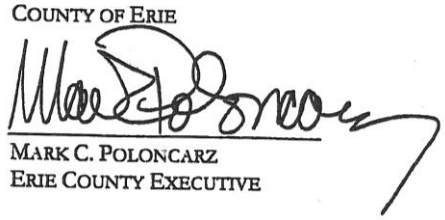
4. Further ordered that violation of any provision of the Equal Pay Laws during the effective period of such a contract or the filing of a false or misleading Erie County Equal Pay Certificate may constitute grounds for determining a bidder or responder is not qualified to participate in future County contracts; and it is,

5. Further ordered that the Law Department prepare an Erie County Equal Pay Certification for use by Erie County offices, departments and administrative units and assure compliance with this Executive Order in the contract approval process; and it is,

6. Further ordered that the County Division of Equal Employment Opportunity ("EEO") establish a procedure for compliance monitoring and periodic auditing of certification records; and it is,

**GIVEN,** under my hand and the Privy Seal of the County of Erie in the City of Buffalo this 28th day of October, in the year two thousand fourteen.

COUNTY OF ERIE

BY: 

MARK C. POLONCARZ
ERIE COUNTY EXECUTIVE

# APPENDIX "D"

# COUNTY OF ERIE – EXECUTIVE ORDER NO. 18 – FIRST SOURCE HIRING POLICY FOR COUNTY CONSTRUCTION PROJECTS

Exhibit 1 - Executive Order # 18 Policy

Exhibit 2 - Executive Order # 18 Rules and Regulations

Exhibit 3 – Executive Order # 18 Monitoring and Reporting Requirements

Exhibit 4 – List of First Source Zip Codes

**Executive Order #018**
**Erie County Construction Project Bid Documents Shall Include**
**Local and Disadvantaged Worker Requirements**

**Whereas,** Erie County annually appropriates over $25,000,000 in tax dollars for expenditures related to public works construction projects;

**Whereas,** Erie County awards contracts to private firms to provide the construction services associated with budgeted projects;

**Whereas,** while unemployment in Erie County as a whole is comparable to other metropolitan regions in the United States, the unemployment rate within certain zip codes located in Erie County is as high as 21.7% and the poverty rate as high as 44.7%;

**Whereas**, there are 182,200 working age individuals in the region who are either unemployed or underemployed and seeking work;

**Whereas,** low-income or otherwise disadvantaged individuals residing in Erie County experience higher rates of unemployment compared to other individuals;

**Whereas,** the purpose of this order is to foster construction employment opportunities for qualified local residents, underemployed individuals or otherwise disadvantaged workers on those construction projects located within the geographic boundaries of Erie County which are bid by the County of Erie ("Erie County construction project(s)").

**Now, Therefore, I, Mark C. Poloncarz,** Erie County Executive, by virtue of the authority vested in me by Erie County's Charter Sections 301 and 302, do hereby order as follows:

1. It is ordered that on and after April 30, 2018, all bids for Erie County construction projects initiating out of the Erie County Department of Environment and Planning Division of Sewerage Management and on and after October 1, 2017, all other bids for Erie County construction projects wherever so initiated, and all associated contracts involving an expenditure of $250,000 or greater which utilize not less than three workers to complete the project shall require that:

   a) Entirely 100% of work hours performed by residents of New York State on an Erie County construction project will be worked by residents of the Local Labor Area (Erie County, Niagara County, Chautauqua County, Cattaraugus County, Allegany County, Wyoming County, Genesee County, Orleans County).

   b) At least 70% of total work hours performed by residents of New York State on an Erie County construction project will be worked by residents of the County of Erie.

   c) For the remainder of the calendar year subsequent to the effective date of this Order as specified above in Section 1, and for the entirety of the calendar year that follows, at least 20% of total work hours performed by residents of New York State, which percentage may be wholly or partly included within the hourly requirement contained in sub-section (b) above, used on an Erie County construction project will be worked by residents of Erie County who reside in zip codes with a poverty rate of 20% or higher, and/or, in any ratio, disadvantaged workers who

reside in Erie County. A disadvantaged worker is a resident who has a household income below 50% of the Area Median Income ("AMI"); or has been released from prison within the last 10 years; or participates in the Temporary Assistance for Needy Families program; or participates in the Supplemental Nutrition Assistance Program; or has been unemployed for at least 12 consecutive months.

d) On the first day of the second full calendar year from such effective date and continuing thereafter, the applicable percentage of total work hours performed referenced in this subsection above will move upward from 20% to 30%. The applicable zip codes as referenced above will be determined annually by the ErieCounty Division of Equal Employment Opportunity and will be provided to potential contractors in all request for bids documents; and

2. It is further ordered that work hours performed by individuals residing outside of New York State will not be included in the requirements set forth above; and

3. It is further ordered that where an Erie County construction project is funded in whole or in part with Federal Highway Administration monies, those projects are exempt from the requirements specified above to avoid conflict with federal law or regulation; and

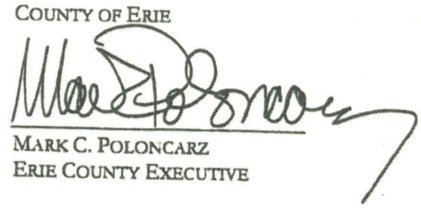
4. It is further ordered that failure to adhere to the requirements herein, as further delineated in all formal construction contracts and any rules and regulations promulgated pursuant to Section 5 below, will constitute grounds for immediate termination of the underlying contract and will further result in the Contractor being deemed a non-responsible bidder for a period of twelve months. Once grounds for immediate termination are established, actual contract termination will be at the discretion of Erie County; and

5. It is further ordered that the Erie County Department of Law must promulgate, and update annually where necessary, separate formal rules and regulations with respect to implementation of the requirements contained herein as applied respectively and distinctly to Erie County construction projects initiating out of the Erie County Department of Environment and Planning Division of Sewerage Management and to Erie County construction projects wherever else so initiated. The Erie County Department of Law must also assure compliance with this Executive Order within the contract approval process; and

6. It is further ordered that the Erie County Division of Equal Employment Opportunity establish a procedure for compliance monitoring and periodic auditing of construction contractor hiring rates.

**Given,** under my hand and the Privy Seal of the County of Erie in the City of Buffalo this twenty seventh day of September, in the year two thousand seventeen.

COUNTY OF ERIE

BY: 

MARK C. POLONCARZ
ERIE COUNTY EXECUTIVE

**RULES AND REGULATIONS IMPLEMENTING**
**ERIE COUNTY EXECUTIVE MARK C. POLONCARZ ORDER #18**

## PURPOSE

The Erie County Attorney's Office promulgates these Rules and Regulations pursuant to Section 5 of Erie County Executive Mark C. Poloncarz Order #18 dated September 27, 2017 ("EO #18"). These Rules and Regulations are intended to articulate guidelines for implementing the provisions of EO #18 as they relate to those Erie County construction projects.

## DEFINITIONS

1. **ERIE COUNTY CONSTRUCTION PROJECT** shall mean construction projects bid by Erie County and located within the geographic boundaries of Erie County which involve an expenditure of $250,000 or more and which utilize not less than three construction workers to complete the project.

2. **CONSTRUCTION SUBCONTRACT** shall mean any subcontract entered into by a contractor working on an Erie County Construction Project which, by its terms, engages such subcontractor to provide work hours on an Erie County Construction Project.

3. **CONTRACTOR OR SUBCONTRACTOR** shall mean a contractor or subcontractor that directly employs construction workers who provide work hours on an Erie County Construction Project.

4. **CONSTRUCTION WORKER** shall mean a laborer, workman or mechanic who resides in the local labor area (Erie County, Niagara County, Chautauqua County, Cattaraugus County, Allegany County, Wyoming County, Genesee County, Orleans County) and is 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.

## APPLICATION

All Erie County Construction Projects ("Project" or "Projects") as defined above are subject to the provisions of EO #18. The Commissioner or his/her Designee or the Division Head or his/her Designee of the Erie County Department or Division who solicits a bid for an Erie County Construction project ("the Commissioner") must, with the aid of the County Attorney when necessary, determine on a case by case basis the applicability of EO #18 to a given project. In order for a project to be subject to EO #18, the Commissioner must make the following findings:

1. **Location**: The Commissioner must find that work on a project will take place solely within the geographic boundaries of Erie County.

2. **Monetary Threshold**: The Commissioner must find that the cost of a project meets or exceeds $250,000. In determining whether a project meets the expenditure threshold of $250,000, the Commissioner shall calculate the total cost of the project based on the successful bidder's final bid submission. A project previously exempt because it did not meet the monetary threshold of $250,000 may become subject to EO #18 because an amendment, modification, renewal, or extension increases the total cost of the project. In that case, the Commissioner will have the authority to unilaterally amend the project contract(s) to include the standard EO #18 contract language and certification specifically delineated below.

3. **Work Force Threshold**: The Commissioner must find that no less than three construction workers will be utilized by contractor and/or subcontractor for the completion of the project. In determining whether a project utilizes at least three construction workers to complete the Project, the Commissioner shall rely on the statement of work force contained within the attestation required by the mandatory request for bid language specifically delineated below. A project previously exempt because it did not meet the work force threshold may become subject to EO #18 because of an increase in work force during the course of work on the project. In that case, the Commissioner shall have the authority to unilaterally amend the project contract(s) to include the standard EO #18 contract language and certification specifically delineated below.

**REQUEST FOR BID LANGUAGE**

The Commissioner shall include the following language in all construction project Requests for Bids.

**ERIE COUNTY EXECUTIVE ORDER #18:** The project contemplated by this Request for Bids may be subject to Erie County Executive Order #18 which is attached hereto along with its Rules and Regulations for reference as Exhibit _____. The Erie County Department or Division letting the contract will advise the successful bidder if it must comply with Executive Order #18 at the time of award. All bids must include a verified attestation of intent to comply and statement of work force. Such attestation and statement is attached hereto as Exhibit _____. Any bids received which do not include such attestation or include an incomplete attestation will be deemed non-compliant and will not be considered for award. Be advised that the Contractor will be required to provide monthly reports demonstrating good faith efforts to meet the work force requirements using LCPtracker software.

**CONTRACT LANGUAGE**

The Commissioner shall include the following language in all award contracts for construction projects determined to be subject to EO #18.

**ERIE COUNTY EXECUTIVE ORDER #18:** The Commissioner or Division Director of the Erie County Department or Division letting the contract has determined that the project

contemplated herein is subject to the provisions of Erie County Executive Order #18 which is attached hereto for reference as Exhibit _____. Prior to the final execution of this Agreement, Contractor shall furnish to the County a fully executed and verified Local and Disadvantaged Worker Compliance Certification. A fillable Certification is attached hereto as Exhibit _____. Contractor will be required to provide monthly reports demonstrating good faith efforts to meet the work force requirements using LCPtracker software. Contractor shall make such records as deemed necessary available upon request to the Erie County Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Contractor, for the purpose of verifying information supplied in the Local and Disadvantaged Worker Compliance Certification and for any other purpose reasonably related to confirming Contractor compliance with Erie County Executive Order #18. Notwithstanding any other termination provisions contained herein, violations of the provisions of Executive Order #18 will constitute grounds for immediate termination of the underlying contract and shall further result in the Contractor being deemed a non-responsible bidder for a period of twelve months. Once grounds for immediate termination are established, actual contract termination will be at the discretion of Erie County.

**WAIVER PROCESS**

When a Commissioner determines that a project is subject to the provisions of EO #18, he/she shall notify the successful bidder of such determination at the time of award. The successful bidder shall then have the opportunity to submit a partial waiver request to the Erie County Division of Equal Employment Opportunity for consideration. Waiver requests shall be made in writing and directed to the Erie County Division of Equal Employment Opportunity at 95 Franklin Street, Room 625, Buffalo, NY 14202 "Attention Director". In order to prevent undue project delays, any such request shall be made as soon as the successful bidder is aware that it cannot meet the full requirements of EO #18. Should a partial waiver be requested such request shall state which EO #18 requirement(s) cannot be met and shall further indicate how the successful bidder intends to partially comply. All waiver requests shall contain a narrative of the efforts employed by the successful bidder in attempting to comply with EO #18 by recruiting construction workers to work on the subject project and the reasons why such efforts were only partially successful. At a minimum, these efforts must include and the narrative must state the following:

1) Where a successful bidder has, through collective bargaining agreements or other legally binding agreements, any exclusive hiring arrangements with local unions such successful bidder must attempt to meet the mandates of EO #18 by following the hiring process outlined in their respective exclusivity agreements. The narrative provided in connection with any waiver request will describe the process followed and the results of those efforts. Where a successful bidder has no exclusive hiring agreements in place or where a successful bidder is unable to comply with EO #18 after following their exclusive hire process, such successful bidder must proceed to follow steps 2 through 4 below.

2) Posting the job opening(s) for construction worker(s) on or with each of the following:

A) The New York State Department of Labor Database used by the Buffalo and Erie County Workforce System (www.jobzone.ny.gov)

B) The People United for Sustainable Housing located at 271 Grant Street, Buffalo, NY 14213

C) At least one private staffing firm to aid Contractor in locating qualified candidates

D) Any other staffing organization or web site if so directed by the Erie County Commissioner of Public Works

3) All job opening(s) posted pursuant to Section one above must be posted for a period of at least ten (10) consecutive calendar days. Proof of publication must be included in all waiver requests.

4) The narrative provided with a waiver request shall state the number of candidates found via the job postings that would aid Contractor in meeting the requirements of EO #18, the number of those candidates that were subsequently interviewed for the opening(s), and if such candidates were not hired, the narrative shall include the reason(s) why the candidates were found to be unsuitable for the position(s).

5) A copy of the waiver request shall be sent to the Project Manager/Point of Contact in the Erie County Department of Public Works located at 95 Franklin Street, 14th Floor, Buffalo, NY 14202

If the Erie County Division of Equal Employment Opportunity determines that a successful bidder has demonstrated a good faith effort to comply in whole with the provisions of EO #18, and yet for reasons delineated in its request still cannot do so, a partial waiver shall be granted to the successful bidder.

**SPECIALIZED WORK EXEMPTION**

Certain Erie County Construction Projects require the use of workers who possess specialized skills, training, or formal certification/licensing in order to complete the contemplated work. When a Commissioner or Director of an Erie County Department or Division believes that there are an insufficient number of construction workers that meet EO#18 requirements and possess the unique qualifications necessary to complete such specialized work, he/she may request a specialized work exemption from the Erie County Division of Equal Employment Opportunity. Where granted, a specialized work exemption removes the mandates of EO #18 in whole or in part for a given project.

A request for a specialized work exemption shall be made in writing by the commissioner or director bidding the subject project. The request shall be directed to the Erie County Division of Equal Employment Opportunity at 95 Franklin Street, Room 625, Buffalo, NY 14202 "Attention Director" and must include a narrative describing what the specialized work involves, what portion of the project such specialized work is needed for, the particular skills, training, or formal

certification/licensing needed to perform the work, and the steps taken to determine if workers meeting EO #18 requirements have the necessary expertise. Upon receipt of a specialized work exemption request, the Equal Employment Opportunity Director shall form an ad hoc committee, and select its members, in order to review the request and either grant or deny the specialized work exemption.

The specialized work exemption committee shall consist of four members to include the commissioner or director of the department or division biding the project, the involved project manager, and one respective representative from the Erie County Department of Law and the Erie County Division of Equal Employment Opportunity. The committee shall convene as soon as practicable to consider the specialized work exemption request. In making a determination, the committee shall consider all information presented to it and shall solicit further information from any source available in order to aid in its deliberations. A determination as to whether or not to grant the specialized work exemption shall be made within a reasonable time so as not to frustrate the bidding process for the contemplated project. The committee's determination shall be memorialized in writing and shall include its specific findings and the information upon which such findings were made.

Where the committee finds that a specialized work exemption is warranted, a notice to bidders shall be included in the project bid specifications which shall clearly indicate what portion of the project is exempt from the provisions of EO #18 and shall further indicate that the remaining work, if any, may still be subject to EO #18. Where there is work remaining outside of the granted exemption, the attestation of work force must be completed to include that portion of work which falls outside of the exemption.

**COMPLIANCE**

The Director of the Erie County Division of Equal Employment Opportunity shall ensure that all contractors and subcontractors working on a Project as defined herein are in compliance with EO #18 or are in compliance with the provisions of any duly granted partial waiver or have been granted a full waiver.

**PENALTY FOR NONCOMPLIANCE**

Any failure to adhere to Erie County Executive Order #18 or the Rules and Regulations contained herein shall cause Contractor to be deemed noncompliant. Such noncompliance shall constitute grounds for immediate termination of the underlying contract and shall further result in the Contractor being deemed a non-responsible bidder for a period of twelve months. Once grounds for immediate termination are established, actual contract termination will be at the discretion of Erie County.

## County of Erie Executive Order No. 18
## Monitoring and Reports

All EMPLOYER/EMPLOYEE information reviewed or gathered, including Social Security Numbers, as a result of ERIE COUNTY'S Division of Equal Employment Opportunity (DEEO) monitoring and enforcement activities will be held confidential in accordance with all County, State and Federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.

A. The Division of Equal Employment Opportunity (DEEO) shall monitor all Projects as authorized by Executive Order No. 18. The DEEO will require the following:
   1. CONTRACTOR and Subcontractor whose projects are subject to ERIE COUNTY Executive Order No. 18 are to utilize their Certified Payroll Records when reporting their workforce compliance. That of the total work hours performed by residents of New York State on an Erie County construction project 100% are worked by residents of the Local Labor Area and 70% are worked by residents of the County of Erie.
   2. Monthly LCPTracker Reports to determine if the CONTRACTOR and/or Subcontractor's workforce is in compliance with the submitted Agreement and that Monthly Compliance Reports identify residents of Erie County who reside in zip codes with a poverty rate of 30% or higher, and/or, in any ratio, disadvantaged workers who reside in Erie County. (***A disadvantaged worker is*** *(1).* ***a resident who has a household income below 50% of the Area Median Income (AMI); or*** *(2)* ***has been released from prison within the last 10 years, or*** *(3)* ***participates in the Temporary Assistance for Needy Families Program; or*** *(4)* ***participates in the Supplemental Nutrition Assistance Program; or*** *(5)* ***has been unemployed for at least 12 consecutive months.***)
   3. Receive *LCPTracker* Reports; inspect certified payroll, personnel records and any other records or information necessary to ensure the required workforce utilization is in compliance with the EC Executive Order No. 18.
   4. Conduct desk reviews of Monthly Compliance Reports.
   5. Monitor and complete statistical reports that identify the overall project, contractor, and subcontractors' hiring or hours worked percentages in accordance with meeting Executive Order No. 18 stated requirements.
   6. Provide formal notification of non-compliance with the required workforce percentages or any alleged breach of Executive Oder No. 18 to all contracting agencies, and stakeholders.

B. PENALTIES

Willful breach of the Executive Order No. 18 by the CONTRACTOR, failure to submit the Contract Compliance Reports via LCPTracker, deliberate submission of falsified data, or failure to reach specific hiring or hours worked requirements may result in:

1. Erie County immediate termination of the underlying contract.
2. The CONTRACTOR being deemed a non-responsible bidder for a period of twelve months.

**EO #18 - EXHIBIT # 4**

**First Source Policy Targeted Zip Codes – Erie County Zip Codes with 20% Poverty Rate or Higher:**

| Zip Code | Area |
|---|---|
| 14201 | Buffalo – Peace Bridge to Chippewa |
| 14203 | Buffalo – Downtown and the Outer Harbor |
| 14204 | Buffalo – Fruit Belt to the Old First Ward |
| 14206 | Cheektowaga |
| 14207 | Buffalo |
| 14208 | Buffalo |
| 14209 | Buffalo |
| 14210 | Buffalo |
| 14211 | Buffalo, Cheektowaga and Sloan – Kensington and Bailey |
| 14212 | Buffalo and Cheektowaga – Central Terminal and Broadway |
| 14213 | Buffalo – Peace Bridge to Buffalo State |
| 14214 | Buffalo – Delaware Park to UB (East Side) |
| 14215 | Buffalo and Cheektowaga – Intersection of Bailey Ave. and Route 33 |
| 14218 | City of Lackawanna |
| 14061 | Farnham |
| 14169 | Wales Center |
| | |

# APPENDIX "E"

## COUNTY OF ERIE – CONTRACT REFERENCE DOCUMENTS

Exhibit 1 – Example Agreement

Exhibit 2 – Example Performance and Labor Bond

**COUNTY OF ERIE**
**DEPARTMENT OF PUBLIC WORKS**
**OFFICE OF THE COMMISSIONER**

DPW PROJECT # **YEAR-LOCATION-#**
VENDOR #

# AGREEMENT

This Agreement made as of the _____ day of _____, 2020 by and between the County of Erie, a municipal corporation of the State of New York, having its principal place of business at The Edward A. Rath, County Office Building, 95 Franklin Street, Buffalo New York 14202, hereinafter called "County" and **AWARDEE (VENDOR)** having its principal office at **VENDOR ADDRESS, CITY, STATE, ZIP** hereinafter called the "Contractor".

All notices or other communications including service under this contract shall be deemed to have been properly given when sent, first class, postage prepaid, return receipt requested to the addresses set forth below:

**For the County:**
Erie County Department of Public Works
95 Franklin Street, Suite 1400
Buffalo, New York 14202

**For the Contractor:**
**VENDOR NAME**
**VENDOR ADDRESS**
**CITY, STATE ZIP**

WITNESSETH That whereas the County intends to do **DISCIPLINE** construction work in connection with the **PROJECT NAME**, located at **PROJECT ADDRESS** hereinafter called the "Project" in accordance with the Contract Documents prepared by **AE DESIGN FIRM**, having its principal offices at **AE ADDRESS**.

NOW, THEREFORE, The County and the Contractor for the consideration hereinafter set forth, agree as follows:

The Contractor agrees to furnish all necessary labor, materials, equipment, tools and services necessary to perform and complete in a workman - like manner all work required for the construction of the PROJECT, in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract, including the following Addenda:

**Addendum # 1 DATE**
**Addendum # 2 DATE**

**COMPLETION TIME:** Work shall commence immediately upon receipt of written Notice to Proceed and shall progress pursuant to the provisions set forth in the agreement. The Contractor hereby agrees substantially complete with the work of this agreement **within 000 calendar days** from the date of issuance of the Notice to Proceed.

**SUB-CONTRACTORS:** The Contractor agrees to bind every sub-Contractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relation between any sub-Contractor and the County.

**AGREEMENT AMOUNT:** The County agrees to pay and the Contractor agrees to accept, in full payment for the performance of this Agreement, the total amount of: **AMOUNT LONG WRITTEN Dollars ($00.00).** And be funded from **SAP Account(s) X.00000.**

a. Progress Payments will be made in accordance with the General Conditions of the Contract.

**CONTRACT DOCUMENTS:** the Contract is comprised of the documents listed in paragraph 1.01 of the General Conditions of the Contract. In the event that any provision of one Contract Document, conflicts with the provision of another Contract Document, the provision in that Contract Document first listed below shall govern, except as otherwise specifically stated:

a. Agreement (This Instrument)
b. Addenda to Contract Documents
c. Legal and Procedural documents other than Bonds
    1. Proposal which is attached hereto as "Appendix A".
    2. Information for Bidders
    3. Advertisements
    4. Form of Affidavit for Final Payment
    5. Form of Guarantee
d. Detailed Specifications Requirements
e. Drawings
f. General Conditions of the Contract (Sections 1 through 9, inclusive)
g. Supplementary General Conditions
h. Bonds
    1. Performance, Labor and Material Payment Bond
    2. Proposal Guaranty

**AUTHORITY AND RESPONSIBILTY OF THE ARCHITECT - ENGINEERS:** All work shall be done under the general administration of the Architect - Engineer. The Architect - Engineer shall decide any and all questions which may arise as to quality and acceptability of materials furnished, work performed, rate of progress of the work, interpretation of drawings and specifications, and all questions as to the acceptable fulfillment of the contract on the part of the Contractor.

**SUCCESSORS AND ASSIGNS:** This agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the County and the Contractor respectively and his partners, successors, assigns and legal representatives. Neither the County nor the Contractor shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.

**INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County of Erie, its agents, officers and employees, from any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising out of, directly or indirectly, or relating in any way to the performance or failure to perform under this Agreement by the Contractor or third parties under the direction or control of the Contractor, including but not limited to personal injuries. The Contractor shall defend the County, at its sole expense, against 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.

**EXECUTIVE ORDER No. 13 (2014):** The Contractor shall comply with Erie County Executive Order 13 (2014) and agrees to complete the Certificate collectively attached hereto **as Appendix "C**" and made a part hereof. The Contractor shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Contractor, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Contractors' compliance with Erie County Executive Order 13 (2014). Notwithstanding the termination provisions contained herein, violation of the provisions of Executive Order 13 (2014) , may constitute grounds for the immediate termination of this Agreement and may constitute grounds for determining that the Contractor is not qualified to participate in future County contracts.

**EXECUTIVE ORDER No. 18 (2017):** The Commissioner or Division Director of the Erie County Department or Division letting the contract has determined that the project contemplated herein is subject to the provisions of Erie County Executive Order #18. Prior to the final execution of this Agreement, Contractor shall furnish to the County a fully executed and verified *Local and Disadvantaged Worker Compliance Certification*. A fillable Certification is included in **Appendix "D"**. Contractor shall make such records as deemed necessary available upon request to the Erie County Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Contractor, for the purpose of verifying information supplied in the Local and Disadvantaged Worker Compliance Certification and for any other purpose reasonably related to confirming Contractor compliance with Erie County Executive Order #18. Notwithstanding any other termination provisions contained herein, violations of the provisions of Executive Order #18 will constitute grounds for immediate termination of the underlying contract and shall further result in the Contractor being deemed a non-responsible bidder for a period of twelve months. Once grounds for immediate termination are established, actual contract termination will be at the discretion of Erie County.

**EXECUTORY:** This Contract is executory only to the extent of funds appropriated and made available to the County, therefore, and no liability shall be incurred by the County beyond such available funds.

a. The Contractor agrees not to submit a Request for Payment until the Contractor receives an executed copy of this Agreement from the County.

**COUNTY'S RIGHT TO TERMINATE:**

a. The County, upon ten (10) days' notice to the Contractor, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Contractor shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the values established under the approved Schedule of Values. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Contractor shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner of Public Works, and the Contractor shall direct any approved sub-contractor to do the same. In the event of a dispute as to the value of the Work rendered by the Contractor prior to the date of termination, it is understood and agreed that the Commissioner shall determine the value of such Work rendered by the Contractor. The Contractor shall accept such reasonable and good faith determination as final.

b. In the event the County determines that there has been a material breach by the Contractor of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Contractor of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Contractor. Without limiting the foregoing, upon written notice to the Contractor, repeated breaches by the Contractor of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

**SPECIAL PROVISIONS:** The County and the Contractor mutually agree that this Agreement shall be subject to the following Special Provision:

**The Contractor agrees that he will hold all of the Alternate and/or Unit Prices appearing in the PROJECT PROPOSAL, "Appendix A", for the duration of the Agreement with Owner. All materials and workmanship shall be in strict accordance with specifications and drawings. The Owner, reserves the right to either accept or reject any or all of the Alternate and/or Unit Prices in the PROJECT PROPOSAL, "Appendix A". The total amount of the contract as heretofore states, shall be accordingly increased or decreased, as the case may be.**

**INSURANCE:** During the term of this Agreement, the Contractor agrees to maintain insurance coverage consistent with the insurance requirements attached hereto and incorporated herein as **Schedule B.** Contractor agrees to name the "County of Erie" as an additional insured on all such insurance policies, and to provide to the County Attorney certificate(s) of insurance evidencing such insurance coverage prior to the commencement of any work on the Project. All insurance certificates shall be subject to approval by the office of the County Attorney.

**CONFIDENTIALITY:** The County agrees to assist the Contractor with the scope of work described in the Contractor's Contract by providing applicable drawing files that may include but not be limited to; drawings, specifications, approved submittals and any other reasonable information necessary to perform the Contractor's scope of work. Any and all information provided to the Contractor by The County or the Design Consultant, shall be defined as "Confidential Information".

Contractor hereby agrees to maintain any Confidential Information received or learned in preparation of the underlying scope of work, (a) in confidence to the same extent the Contractor maintains its own proprietary industrial information of similar kind and value (but at a minimum the Consultant shall use commercially reasonable efforts); (b) the Contractor agrees not to disclose such Confidential Information to any Third Party without prior consent of the County; and (c) not use such Confidential Information for any purpose except those permitted by this Agreement.

**RESOLUTION:** This Agreement is made and executed pursuant to resolutions of **the Erie County Legislature adopted on the 00 day of MONTH, YEAR being Communication Number 00E-00**, copy(ies) of which are annexed hereto.

**COUNTY OF ERIE**
**DEPARTMENT OF PUBLIC WORKS**
**OFFICE OF THE COMMISSIONER**

This Agreement document, together with the Contract Documents listed on page A2 of the Agreement constitutes the sole and complete agreement and understanding between the Parties.

County of Erie

_____
Mark Poloncarz/Lisa Chimera
County Executive/Deputy County Executive
Dated: _____

95 Franklin Street
BUSINESS ADDRESS

Buffalo NY 14202
CITY STATE ZIP

**VENDOR NAME**

_____
Print Name:
Title:
Date:

**VENDOR ADDRESS**
BUSINESS ADDRESS

**CITY STATE ZIP**
CITY STATE ZIP

**APPROVED AS TO CONTENT**
***Electronically Signed***

.
COMMISSIONER 0F PUBLIC WORKS
COUNTY OF ERIE, STATE OF NEW YORK

**APPROVED AS TO FORM**
***Electronically Signed***

Document No._____
ASSISTANT ERIE COUNTY ATTORNEY
COUNTY OF ERIE, STATE OF NEW YORK

**CORPORATE ACKNOWLEDGEMENT**

State of New York )
County of )

On the ____day of _____, 2020, before me personally came_____, to me known who, being by me duly sworn, did depose and say that he reside(s) in _____ _____; that he is the_____of_____, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he signed his name thereto by like authority.

_____
Notary Public

Re: PROJECT I.D.

**COUNTY OF ERIE**
**DEPARTMENT OF PUBLIC WORKS**
**OFFICE OF THE COMMISSIONER**

# PERFORMANCE AND LABOR AND MATERIAL PAYMENT BOND

PROJECT No. _____

KNOW ALL MEN BY THESE PRESENTS, That we, _____

of_____(hereinafter called Principal) and the

_____a corporation of the State of _____

having its principal office in the City of _____and authorized to do business in the State of New York (hereinafter called Surety) and held and firmly bound unto the County of Erie, State of New York (hereinafter called 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_____20____ entered into a contract with the Obligee for $_____which contract and documents included therein by reference made a part hereof (hereinafter called Contract), covering the following project, _____

NOW, THEREFORE, the condition of this 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 hereinafter 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 Workmen's Compensation or Employer's Liability Statute.

5. That no suit, action or proceedings, 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 proceedings 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_____

_____ (seal)
(Principal)

_____ (seal)
(Principal)

By

_____ (seal)
President, Vice President, Secretary-Treasurer
(Surety)

# SUPPLEMENTARY GENERAL CONDITIONS

The following supplements modify the "GENERAL CONDITIONS OF THE CONTRACT". Where a portion of the General Conditions is modified or deleted by these Supplementary General Conditions, the unaltered portions of the General Conditions shall remain in effect.

## Item -1: SECTION 3 – RELATIONS AMONG OWNERS, CONTRACTOR AND ARCHITECT/ ENGINEER

**3.14 Delete and replace with the following:** "3.14 OWNER'S RIGHT TO TERMINATE CONTRACT AND COMPLETE THE WORK

A. The County, upon ten (10) days notice to the Contractor, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Contractor shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the values established under the approved Schedule of Values. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Contractor shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner of Public Works, and the Contractor shall direct any approved sub contractor to do the same.

In the event of a dispute as to the value of the Work rendered by the Contractor prior to the date of termination, it is understood and agreed that the Commissioner shall determine the value of such work rendered by the contractor. The Contractor shall accept such reasonable and good faith determination as final.

B. In the event the County determines that there has been a material breach by the Contractor of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Contractor of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Contractor. Without limiting the foregoing, upon written notice to the Contractor, repeated breaches by the Contractor of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure."

SHERIFF'S MAINTENANCE GARAGE
SEWER LATERAL
ALDEN, NY

# SECTION 01 1000 - SUMMARY

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. Section includes:

1. Project information
2. Work covered by Contract Documents
3. Access to site
4. Owner's occupancy and use requirements
5. Work restrictions
6. Specification and drawing conventions

### 1.3 PROJECT INFORMATION

A. Project Identification: Proposed sanitary sewer lateral installation

1. Project Location: 11580 Walden Ave, Alden, NY 14004

B. Owner: Erie County

1. Owner's Representative: Reed Braman, Erie County
Director of Energy Development & Management
95 Franklin Street
Buffalo, NY 14202

C. Engineer: Victor O'Brien, P.E, C&S Engineers, Inc.
141 Elm Street, Suite 100
Buffalo, NY 14203

### 1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of the Project is defined by the Contract Documents and consists of the following:

In general, the project includes all labor, material, tools, equipment, supervision, permit fees, and handling and disposal costs to install PVC sanitary sewer and abandon the existing sanitary sewer

lateral shown on the drawings and project specifications. More specifically, the project will include but shall not be limited to the following:

- Installation of approximately 930 linear feet of PVC sanitary sewer as associated cleanouts as shown in the drawings and specifications;
- Removal and/or abandonment of the exiting sanitary sewer lateral within the work area;
- Miscellaneous site demolition;
- Protection of existing utilities to remain;
- Removal and replacement of asphalt pavement and concrete sidewalks;
- Site restoration.

## 1.5 ACCESS TO SITE

A. General: Contractor shall access the site through Walden Avenue for construction operations during the construction period. Contractor shall phase his work such that the active access road, that runs through the project site, shall remain open for vehicle and truck use. Contractor shall submit a phasing plan meeting these criteria for approval by the owner prior to beginning work.

B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits: Confine construction operations to work areas indicated.
2. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

## 1.6 OWNER'S OCCUPANCY AND USE REQUIREMENTS

A. Owner Occupancy: Owner may enter the site during entire construction period provided such activity does not interfere with completion of the work. Cooperate with Owner during construction operations to minimize conflicts and facilitate temporary Owner occupancy/usage. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
2. Notify the Owner not less than 72 hours in advance of activities that will affect Owner's operations.

B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to visit completed work areas provided such activity does not interfere with completion of the work.

## 1.7 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. Additional hours may be worked to meet project completion deadlines subject to City of Lackawanna and DOL requirements.

1. Weekend Hours: Weekend work shall be allowed upon approval of the Town of Alden and DOL.

C. Existing Utility Interruptions: Verify with the applicable utility companies that all utility lines indicated to be removed have been abandoned.

D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Construction Manager not less than 5 days in advance of proposed disruptive operations.
2. Obtain Construction Manager's written permission before proceeding with disruptive operations.

## 1.8 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 1 General Requirements: Requirements of Sections in Division 1 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Drawing and specifications are intended to be complementary. Coordinate Drawing content with Specification content. Notify Construction Manager of any discrepancies noted.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 Work shall be in accordance with the best standards of industry practice and in compliance with applicable codes, rules and regulations of entities having jurisdiction.

END OF SECTION 01 1000

# SECTION 011500 - APPLICATION FOR PAYMENT

## PART 1 – GENERAL

### 1.1 RELATED DOCUMENTS

A. The Contractor for this work shall be held to have read: all of the Bidding Requirements, all of the County of Erie General Conditions, the Supplementary General Conditions, Information for Bidders, Division 1 and Contract Proposal Forms before submitting a tender for the proposed work, and in the execution of the work, he will be bound by all of the conditions and requirements therein.

B. Drawings and general provisions of the Contract, Division 01 Specification Sections, apply to this Section. All work shall comply with the New York State Uniform Fire Prevention and Building Code, latest edition.

### 1.2 GENERAL REQUIREMENTS

A. The Contractor shall submit an Application for Payment in accordance with the requirements stated in the General Conditions of the Contract Specifications and as specified in the Project Manual.

B. Prime Contractor to submit a list of emergency contacts of on-site personnel to contact in the event of an emergency prior to commencing work.

C. All documents required summarized herein are to be submitted to the Owner and the Architect/ Engineer via email or postal mail. The County will not approve pencil copies verbally. See Section 1.3 Review Procedure below for pencil copy procedure.

D. During Construction, Monthly Applications for Payment can be approved at a construction progress meeting as scheduled and documented in the Meeting Minutes or by written approval via email or other means as determined by the Owner.

### 1.3 REVIEW PROCEDURE

A. The Contractor shall submit a Schedule of Values in the 'Request For Payment Worksheet' format included within this specification to the Owner and the Architect/ Engineer for review and approval prior to submitting any pencil copy for approval or formal billing for any work.

a) All items already listed in the template provided shall be included as line items accordingly.

b) ALL subcontractors with their associated scope of work broken down by line item (row) shall be included as shown in the template provided in the attached. This includes all work that the prime contractor anticipates to be subcontracted to complete the project scope.

i. In the event a subcontractor has yet to be identified by the prime contractor, the anticipated scope of work for a subcontractor(s) shall be provided and broken down by line (row) item as shown to the best of the prime contractor's knowledge. The eventual subcontractor(s) used to complete a given scope of work can be listed on

future payment applications once a subcontractor is identified by the prime contractor.

ii. Work cannot be billed for until the subcontractor (if applicable) is identified for that specific scope/ portion of work related to the project on the Schedule of Values.

B. The Contractor, Architect/Engineer, Construction Inspector, and Construction Manager (when applicable) must review and approve all Preliminary Requests for Payment (Pencil Copies) prior to submission of the Monthly Application for Payment.

a. Pencil copy Requests for Payment attempting to forecast work yet to be completed (billing projections) will not be reviewed

b. The Contractor shall submit the pencil copy to the Owner and the Architect/ Engineer, billing for the work completed within the month prior, by the 15th of each month. At the contractors discretion and as authorized by the Owner, the Contractor may request to have the pencil copy submission date(s) and/or billing period for prior work completed modified.

C. After the Pencil Copies are approved, the Contractor shall forward the formal Monthly Application for Payment with all the required documents to the Architect/Engineer.

D. The Architect/Engineer must review the Applications for Payment to ensure that they are mathematically accurate and that all the required documents are included.

E. If any of the required documentation is missing or inaccurate, the Owner reserves the right to reject the Application for Payment return to the Contractor. Such action will be recorded in the minutes of the Project Meeting and/or notified by the Owner by email. The Owner is under no obligation to provide a list of missing items but may do so as a courtesy.

a. Rejected Applications for Payment must be corrected and re-submitted to the Architect/Engineer for approval.

F. If the required documentation is complete and accurate the Monthly Application for Payment will be approved and submitted processing once signed by all parties; The Owner, Contractor, Architect/Engineer, Construction Inspector, and Construction Manager (when applicable).

G. The Department of Public Works, Office of the Commissioner will receive and log-in the approved Monthly Application for Payment when received.

## 1.4 REQUIRED DOCUMENTS

A. The Contractor's Monthly Application for Payment **must include** one (1) set of originals comprised of the following:

1. Invoice: Printed on the Prime Contractor's own Letterhead.

2. Certificate for Payment: Signature sheet for payment certification and approval.

3. Request for Payment Worksheets: Labor and material costs itemized by Specification Division of Work and/or separated by scope of work of subcontractors.

4. Contractor's & Sub-Contractor's Payment Certification (CPC-1 form): To be completed separately by Prime Contractor and ALL associated Sub-Contractors. This includes Sub-

Contractors to the Prime Contractor as well as any associated Sub-Contractors to Sub-Contractors associates with the project.

a. Note that Sub-Contractor(s) and named on the Prime Contractor's CPC form must also complete this form separately. Sub-Contractors to Sub-Contractors to the Prime Contractor also need to complete a separate form.

5. MBE/WBE/SDVOB Utilization Forms: Part B - at 30% completion, Part C - at 75% completion to be completed by Prime Contractor.

   a. MBE/WBE/SDVOB Utilization Forms as required are included within the General Conditions – Appendix A

6. Certified Payroll Records, from each Prime Contractor and from each Sub-Contractor associated with the project: Certified Payroll Records are to be submitted electronically via LCP Tracker per the General Conditions included as part of this project manual.

   a. All contractors, including any associated subcontractor performing work on the project, are to submit certified "Non-performing weeks" if no work was performed. This is for all weeks for each (sub)contractor applicable to their respective scope of work from the when work commences to when the work is completed.

   b. When each respective (sub) contractor scope of work is complete, the certified payroll for the last week on the project is to be marked "Final" in LCPtracker.

7. Certificate of Insurance for Stored Materials (when applicable): To be completed by Prime Contractor only when billing for stored materials not yet delivered to the jobsite, per sections 4.03, 5.02, and 7.02 of the General Conditions.

B. The Contractor's **FINAL** Application for Payment including **retention only must include** one (1) set of originals comprised of the following:

1. Invoice: Printed on the Prime Contractor's own Letterhead.

2. Certificate for Payment: Signature sheet for payment certification and approval.

3. Request for Payment Worksheets: Labor and material costs itemized by Division of Work and/or separated by scope of work of subcontractors.

4. Final Waiver of Lien and Claim (FW-1 form): Affix with Notary Stamp. To be completed by Prime Contractor and ALL associated Sub-Contractors.

5. Form of Guarantee (F.G.-1 form): To be completed by Prime Contractor only.

6. Form of Affidavit For Final Payment (F.A.-1 form): To be completed by Prime Contractor only.

7. Public Improvement Contractor Certification (PICC-2 form): To be completed by Prime Contractor.

8. Public Improvement Contractor Certification (PICC-1 form): To be completed separately by all Sub-Contractors (if applicable).

9. MBE/WBE/SDVOB Utilization Form Part D - at 100% completion: To be completed by Prime Contractor only.

10. Executive Order 18 Workers Compliance Certification (EO18-1 form) (if applicable): To be completed by Prime Contractor only.

11. Apprenticeship Utilization Certification (AU-1 form) (if applicable): To be completed by Prime Contractor only.

**ALL SIGNATURES ON ALL FORMS NOTED ABOVE MUST BE ORIGINAL SIGNATURES**

## 1.5 DISTRIBUTION

A. In addition to including MWBE/SDVOB forms with the payment application, the Prime Contractor must mail separately, one (1) copy of the MBE/WBE/SDVOB Utilization forms Part B, Part C, and Part D forms at 30% completion, 75% completion, and 100% completion respectively to the Erie County Division of Equal Employment Opportunity, 95 Franklin St., Buffalo, New York, 14202.

B. If deemed applicable to the underlying project, the Prime Contractor and all subcontractors shall provide monthly reports demonstrating good faith efforts to meet the requirements outlined in Executive Order #18 dated September 27, 2017 and Local Law 3-2018 via LCPtracker.

## 1.6 STANDARD FORMS

**A. THE ERIE COUNTY DEPARTMENT OF PUBLIC WORKS' STANDARD FORMS MUST BE USED IN ALL APPLICATIONS FOR PAYMENT. AIA (AMERICAN INSTITUTE OF ARCHITECTS) FORMS OR ANY OTHER FORMS WILL NOT BE ACCEPTED IN LIEU OF THE ABOVE. THE STANDARD FORMS ARE ANNEXED HERETO FOR CONTRACTOR'S REFERENCE AND USE.**

**CONTRACTOR'S MONTHLY APPLICATION FOR PAYMENT CHECKLIST**

PROJECT NAME: _____ PAYMENT NO.: _____

DPW PROJECT NO.: _____ CONTRACTOR NAME: _____ DATE: _____

| *Prime/Sub-Contractor Name | Invoice | Certificate For Payment | Request for Payment Worksheet | Contractor's Payment Certification (CPC-1) | M/WBE& SDVOB Utilization Part B-30% | M/WBE& SDVOB Utilization Part C-75% | Certified Payroll Records | Certification for Stored Materials | *Subs Included in this Pay App. | Comments |
|---|---|---|---|---|---|---|---|---|---|---|
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*Prime Contractor shall list all sub-contractors included in their scope of work and shall make a check mark (Subs included column) for those sub-contractors covered under this payment application. Refer to Section 011500 - Application for Payment for additional payment information, requirements and procedures for Reduction in Retention and Final Payment.

**SAMPLE INVOICE**
**(ON YOUR OWN LETTERHEAD)**

**X.Y.Z. CO., INC.**
499 Elm Avenue
P.O. BOX 9-C
Buffalo, NY 14000
Telephone: (716) 666-8888

Date: _____

Payment No.: _____

To: COUNTY OF ERIE
DEPARTMENT OF PUBLIC WORKS – OFFICE OF THE COMMISSIONER
14TH FLOOR
95 FRANKLIN STREET, ROOM 1408
BUFFALO, NY 14202

Re: PROJECT NAME: _____

DPW PROJECT NO.: 2021-XXX-01

BILLING PERIOD: From 1/1/2021 to: 1/31/2021

| | | | |
|---|---|---|---|
| ORIGINAL CONTRACT AMOUNT: | | $ | 0.00 |
| CHANGE ORDER: | NO.: _____ | $ | 0.00 |
| | NO.: _____ | $ | 0.00 |
| | NO.: _____ | $ | 0.00 |
| CONTRACT SUM TO DATE: | | $ | 0.00 |

| | | |
|---|---|---|
| Total Complete to Date: | $ | 0.00 |
| Less 5% Retainage: | $ | 0.00 |
| Total Earned Less 5% Retainage: | $ | 0.00 |
| Less Previous Payments | $ | 0.00 |
| Current Amount Due: | $ | 0.00 |

VENDOR NO: xxxxxx

CE/PO NUMBER: CE40000XXXXX

CONTRACT DOC NO: XX-XXX-PW

SAP WBS NO: X.XXXXX.X

# CERTIFICATE FOR PAYMENT

**PROJECT NAME:**

**CONTRACTOR NAME:**

**DPW PROJECT NO.:** **PAYMENT NO.:**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Undersigned certifies to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

**AMOUNT CERTIFIED ..... $_____**

| | | | |
|---|---|---|---|
| Contractor Company Name | Contractor Representative's Name | Signature | Date |

| | | | |
|---|---|---|---|
| Architect/Engineer Firm Name | Architect/Engineer Representative's Name | Signature | Date |

Erie County DPW

| | | | |
|---|---|---|---|
| Construction Inspector (Owner) | Construction Inspector (Owner) Name | Signature | Date |

Erie County DPW

| | | | |
|---|---|---|---|
| Project Manager (Owner) | Project Manager (Owner) Name | Signature | Date |

This Certificate is not negotiable. The **AMOUNT CERTIFIED** is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# REQUEST FOR PAYMENT - WORKSHEETS

**PROJECT NAME:** _____ **SHEET#:** _____ **OF** _____

**CONTRACTOR NAME:** _____ **DPW PROJECT NO.:** _____ **PAYMENT NO.:** _____

**TYPE OF CONSTRUCTION WORK:** _____ **BILLING PERIOD: FROM** _____ **TO** _____ **DATE:** _____

| ITEM NO. | ITEM | ITEM PRICE | | PERCENT COMPLETE | | AMOUNT COMPLETE TO DATE | | AMOUNT PREVIOUSLY BILLED | | AMOUNT THIS BILLING | | AMOUNT UNBILLED | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | L | M | L | M | L | M | L | M | L | M | L | M |
| **PREVIOUS SUBTOTAL(If Applicable)** | | | | | | | | | | | | | |
| PRIME CONTRACTOR – XYZ COMPANY | | | | | | | | | | | | | |
| 1 | Mobilization | | | | | | | | | | | | |
| 2 | Bonds and Insurances | | | | | | | | | | | | |
| 3 | Supervision | | | | | | | | | | | | |
| 4 | Temporary Facilities/ Conditions | | | | | | | | | | | | |
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| SUBCONTRACTOR(S) as applicable – XYZ COMPANY (All subs are to be listed with their respective scopes of work) | | | | | | | | | | | | | |
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| X | Building/ Project Cleaning | | | | | | | | | | | | |
| X | Clsoeout Docs/ Record Drawings | | | | | | | | | | | | |
| X | Oper. & Maint. Manuals | | | | | | | | | | | | |
| **SHEET SUBTOTAL** | | | | | | | | | | | | | |

# REQUEST FOR PAYMENT - WORKSHEETS

**PROJECT NAME:** _____ **SHEET#:** _____ **OF** _____

**CONTRACTOR NAME:** _____ **DPW PROJECT NO.:** _____ **PAYMENT NO.:** _____

**TYPE OF CONSTRUCTION WORK:** _____ **BILLING PERIOD: FROM** _____ **TO** _____ **DATE:** _____

| ITEM NO. | ITEM | ITEM PRICE | | PERCENT COMPLETE | | AMOUNT COMPLETE TO DATE | | AMOUNT PREVIOUSLY BILLED | | AMOUNT THIS BILLING | | AMOUNT UNBILLED | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | L | M | L | M | L | M | L | M | L | M | L | M |
| PREVIOUS SUBTOTAL(If Applicable) | | | | | | | | | | | | | |
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| NO. | ALLOWANCES (IF Applicable) | | | | | | | | | | | | |
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| CONTRACT TOTALS | | | | | | | | | | | | | |
| CONTRACT GRAND TOTAL | | | | | | | | | | | | | |
| NO. | APPLIED CHANGE ORDERS | | | | | | | | | | | | |
| | Change Order X-0X | | | | | | | | | | | | |
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| ADJUSTED TOTALS | | | | | | | | | | | | | |
| ADJUSTED GRAND TOTAL | | | | | | | | | | | | | |

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS**
**OFFICE OF THE COMMISSIONER**

# CONTRACTOR'S & SUB-CONTRACTOR'S PAYMENT CERTIFICATION TO THE COMPTROLLER OF THE COUNTY OF ERIE, NEW YORK

BILLING PERIOD (to match invoice): From: _____ to: _____

Pursuant to the _____ work for
(type of work or contract)
_____ shown on the attached payment request,
(name of project)

I CERTIFY
(1) That the following constitute all the sub-contractors employed by me on this work during the period covered by this request (any sub-contractor named below must also submit this form separately. If none, so state). If there are more contractors than lines shown below, please provide an attached list with the signed/ notarized form:

| NAME | ADDRESS |
|---|---|
| | |
| | |
| | |
| | |
| | |

(2) That the following constitute all claims by sub-contractors & suppliers for material, labor and/or supplies used by me on this work, which are due and payable and have not been paid (If none, so state):

| NAME | ADDRESS | AMOUNT |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

(3) That the following constitute all laborers employed by me on this work who are unpaid and the amount due each (If none, so state):

| NAME | ADDRESS | AMOUNT |
|---|---|---|
| | | |
| | | |
| | | |

(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

# FINAL WAIVER OF LIEN AND CLAIM

**To: County of Erie**

*(Owner)*

**From:**

*(Name of Contractor Company)*

*(Address of Contractor Company)*

**Project:**

The undersigned Contractor, Subcontractor or Supplier Company (hereinafter "Contractor"), for and in consideration of the sum of $ _____being payment for any and all work performed, services rendered and / or materials furnished with respect to the aforementioned Project, under all contracts, orders and instructions, including extras, written, and for other goods and valuable consideration paid by Owner, the receipt and sufficiency of which is hereby acknowledged, hereby covenants and warrants:

1. Contractor does hereby waive, release and relinquish any and all claims, demands and rights of lien to the extent of the amount shown hereon and previously paid for all work, labor, materials, machinery or other goods, equipment or services done, performed or furnished for the construction located at the project described above.
2. Contractor warrants that it has not been delayed in the performance of its works to date and that it has incurred no extra costs in connection herewith. The undersigned specifically waives, relinquishes and releases any and all claims incurred or alleged in connection with its work to date except only those claims, if any, previously denominated as claims and warrants and represents that any and all valid labor and / or materials and equipment bills, now due and payable, on the project herein above described on behalf of the undersigned have been paid in full to date of this waiver, or will be paid from these funds.
3. Contractor hereby agrees to indemnify and defend the Owner and to hold them free and harmless from any and all loses, claims, damages and expenses, including attorney's fees, arising directly or indirectly from any inaccuracy recited in the facts herein, from any failure to the Contractor to pay in full all sums due its laborers, subcontractors, material men and suppliers on the project, or from any liens against the project moneys filed by any such laborer, subcontractor, material men or suppliers.

**Total Contract to Date: $**

**Due on Total Contract (after above payment): $**

**Contractor**

**Print Name:**

**Signature:**

**Title:**

**Notary Public**

**Sworn to before me on this _____ Day of**

_____

**Signature:**

(Affix Notary Stamp)

## OFFICE OF THE COMPTROLLER

## PUBLIC IMPROVEMENT CONTRACT CERTIFICATION

Name of Project:_____

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.)

| Name | Amount |
|---|---|
| | |
| | |
| | |

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 the project have been paid the prevailing wage 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.

| Name | Amount |
|---|---|
| | |
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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 subcontractor is certified upon information and belief.

_____
Signature

_____
Print Name

_____
Title

ACKNOWLEDGEMENT:

STATE OF NEW YORK
COUNTY OF _____ :SS: _____

On this _____ day of _____

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 Sect. 2309 (c); Real Property Law, Sect. 311, 312.)

COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER

OFFICE OF THE COMPTROLLER

# PUBLIC IMPROVEMENT CONTRACT CERTIFICATION

Subcontractor Certification

Name of Project:_____

1. I am an officer of _____

   a subcontractor on 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_____ before me personally came

_____to me known and known to me to be the person described in and who executed the foregoing instruction 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 Sect. 23099c); Real Property Law, Sect. 311, 312.)

COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER

# FORM OF GUARANTEE

DATE OF SUBSTANTIAL COMPLETION: _____

BUILDING: _____

OWNER: COUNTY OF ERIE

Gentlemen:

The undersigned guarantees the _____ work
(type of work)

for the _____ under its contract
(name of project)

dated _____ with the COUNTY OF ERIE and change orders thereto, be in accordance with drawings and specifications prepared

by: _____
(Name of Architect or Engineer)

including approved modifications to said drawings and specifications, and to be free from imperfect workmanship and/or materials.

Furthermore, the undersigned agrees to repair at its own expense, for a period of two (2) years from the date of substantial completion,
all of the _____ work covered
(type of work)

under said contract and change orders, that may prove defective.

Furthermore, the undersigned also agrees to pay the cost of repairing all damages to other work resulting from the defects in its own work and to pay the cost of replacing other work which the undersigned may disturb in making good defects in its own work.

It is also understood that COUNTY OF ERIE and/or Architect/Engineer shall give notice of observed defects with reasonable promptness, and all questions arising under this guarantee shall be decided by the COUNTY OF ERIE.

All corrections to defective work are to be done promptly and at the convenience of the Owner. Access to the work is to be scheduled by the Owner during normal working hours.

_____
Contractor

By: _____

Witness: _____ Date: _____

Note: This form shall be executed in duplicate with original signatures.

# FORM OF AFFIDAVIT

## FOR FINAL PAYMENT

STATE OF NEW YORK

COUNTY OF ERIE

_____being duly sworn, deposes and

says that (s)he is the contractor for _____ in the
(kind of work)

construction of _____
(Name of Project)

for COUNTY OF ERIE, the Owner; and says that (s)he is the

_____
(President or Vice President) (Secretary or Treasurer)

of _____ the contracting corporation.
(Name of Firm)

Deponent states that all bills and claims against the undersigned and his sub-contractors for labor, materials and equipment employed in the performance of this contract have been paid in full except the bill and claims listed below or on the schedule attached hereto.

(IF NONE, SO STATE)

_____
(Name of Contractor)

"SEAL" By _____

Sworn to before me this

_____ day of _____, 20_____

_____
Notary Public or Commissioner of Deeds

NOTE: This form shall be executed in duplicate with original signatures.

# APPRENTICESHIP UTILIZATION CERTIFICATION FOR FINAL PAYMENT

STATE OF NEW YORK

COUNTY OF ERIE

_____ being duly sworn, deposes and says that he is the Contractor for the work associated with _____

_____ for the COUNTY OF ERIE, the Owner; and says that he is the _____

_____, the contracting company.

Deponent certifies that in accordance with Erie County Local Law 3-2018, _____% is the final percentage of persons participating in an apprenticeship program that the undersigned employed in the performance of this Contract.

Deponent further states that he has read the above statement and knows the content thereof, and that the same is true of his own knowledge.

_____
(Name of Contractor)

"CORPORATE
SEAL"

By_____

Sworn to before me this

_____day of_____, 20____.

_____
Notary Public or Commissioner of Deeds

# ERIE COUNTY LOCAL AND DISADVANTAGED WORKER COMPLIANCE CERTIFICATION

In order to comply with Erie County Executive Order #18 dated September 27, 2017 we hereby make the following certification for the _____project:
(name of project)

_____ 1) We hereby certify that, including any and all subcontracted work hours used on the project, we are in full compliance with Erie County Executive Order #18.

OR,

_____2) We hereby certify that on _____ ____, _____ we submitted a partial waiver request to the Erie County Office of Equal Employment Opportunity. Such request for partial waiver was granted on _____, ___ _____. The conditions granted to us under this partial waiver allow for
_____
_____
_____
We further certify that we are in compliance with all conditions granted to us under this partial waiver.

We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order #18 will constitute grounds for the immediate termination of this Agreement and will further result in the Contractor being deemed a non-responsible bidder for a period of twelve months. Once grounds for immediate termination are established, actual contract termination will be at the discretion of Erie County.

_____
Company

_____
Signature

**Verification**

STATE OF NEW YORK )
COUNTY OF ERIE ) SS:

A)
_____, being duly sworn, states he or she is the owner of (or partner in)
_____, and is making the foregoing Attestation and Statement of Workforce and that such representations made are true to his or her own knowledge.

B)
_____, being duly sworn, states that he or she is the (Name of Corporate Officer) _____, of (Name of Corporation or Enterprise)_____, that he or she has read the Attestation and Statement of Workforce and that such representations made are true to his or her knowledge, and are made at the direction of the Board of Directors of the Corporation.

Sworn to before me this _____
Day of _____. 20_____

_____
Notary Public

**EXECUTIVE ORDER NO. 18**
**ERIE COUNTY LOCAL AND DISADVANTAGED**
**WORKER COMPLIANCE CERTIFICATION – WAIVER REQUEST**

COMPANY: _____

PROJECT NAME: _____

PROJECT NUMBER: _____

ADDRESS / PHONE: _____

**Waiver Request Requirements are as follows**:

1. Contractor has made a good faith effort to meet the requirements of Executive Order No. 18.

2. This waiver request form is to be accompanied with a detailed description of reasons to grant the waiver request on company letterhead per the requirements included in the Rules and Regulations "Waiver Process".

3. In the event Contractor is seeking a waiver due to **workforce** challenges, Contractor must provide proof of the following:

   a. Job postings per the Rules and Regulations and a description of candidate responses; and/or
   b. A copy of the company's collective bargaining or other legally binding agreement(s) (i.e. union signatory agreements or exclusivity agreements, etc.) and a description of how Contractor attempted to meet E.O. 18 requirements via this hiring process.

4. In the event Contractor is seeking a wavier due to **specialized work**, Contractor must provide a description of the specialized work, the particular skills and/or licenses required to complete such work and the reasons why a waiver is needed.

5. If a partial waiver is granted, Contractor is required to be in full compliance with the adjusted requirements.

A waiver provided for Executive Order No. 18, is hereby requested on the grounds that we have met the job posting requirements of the waiver process and are seeking a reduction of the following workforce requirements:

| Percentage Required | Percentage Requested |
|---|---|
| Local Labor (100%): | _____ |
| Erie County (70%): | _____ |
| Disadvantaged (30%): | _____ |

-OR-

A waiver provided for Executive Order No. 18, is hereby requested due to the nature of specialized work and the revised dollar amounts of the contract are proposed to be as follows:

Original Awarded Contract Value: $_____

Proposed Decrease in Contract Value subject to EO 18 requirements: $_____
(if requesting partial waiver)

Revised Contract Value subject to subject to EO 18 requirements: $_____

_____ _____
SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE

**FOR ERIE COUNTY APPROVAL:**

_____ _____
Office of Equal Employment Opportunity Erie County Department Representative

# SECTION 012100 - ALLOWANCES
## -------NOT USED-------

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to the Contractor. If necessary, additional requirements will be issued by Change Order.

B. Types of allowances include the following:
1. Unit-cost allowances.
2. Lump-sum allowances

C. Related Requirements:

1. Section 012200 "Unit Prices" for procedures for using unit prices.

### 1.3 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.

B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by Architect from the designated supplier as approved through the submittal process.

### 1.4 ACTION SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

## 1.5 INFORMATIONAL SUBMITTALS

A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance. These tickets should be signed by the Construction Inspector assigned to the project.

1. The above only applies to allowance draws that do not have a unit price associated with the scope of work and are authorized by the Owner.

B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance. These tickets should be signed by the Construction Inspector assigned to the project.

1. The above only applies to allowance draws that do not have a unit price associated with the scope of work and are authorized by the Owner.

C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

## 1.6 ALLOWANCE COORDINATION

A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

B. See Sections 1.7 and 1.8 within this specification below for permitted markups to Lump-Sum and Unit-Price Allowances, respectively.

C. At Project closeout, a credit for unused amounts remaining in all allowances will be processed by a Change Order to the Owner
1. The credit to the Owner shall be inclusive of a reasonable overhead and profit margin for Lump-Sum Allowances. Unit Price allowances do not need to include an overhead and profit margin as Unit-Price allowances do not include this markup as part of the Base Bid Proposal.

D. Under no circumstances, is the Contractor permitted to exceed the value of the allowance without prior authorization from the Owner. Charges in excess of the allowance threshold may result in incurred costs to the Owner with no requirement by the Owner for reimbursement for the costs in excess of the allowance.
1. If allowances draws exceed the amount of the allowance and are authorized by the Owner, the amount of authorized work that exceeds the value of the allowance, will be treated as a Change Order, as defined in the General Conditions under 'Payment for Extra or Omitted Work' included within the Project Manual

E. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

F. All charges against an allowance are subject to the Owner and/ or Architect/ Engineer's review and authorization prior to payment of any allowance.

G. All work authorized by the Owner to be billed to an Allowance, shall have the associated certified payroll submitted within LCPtracker software. See General Conditions for additional information.

## 1.7 LUMP-SUM ALLOWANCES

A. Lump-Sum Allowances shall be inclusive of all applicable costs associated with executing the work as authorized by the Owner including but not limited to; installation, insurance, equipment, labor, material, delivery to Project site, startup and turn over to the Owner.

1. See the 'Information To Bidders' Section included within the Project Manual for all items required at the time of the Bid Opening.

B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials of an allowance shall be included as part of the Contract Sum and not part of the allowance.

C. No items within the base bid scope of work will be paid for through the allowance.

D. If no unit price is specified, changes to the base bid scope of work will be handled per following:
1. All work authorized through a lump sum allowance associated with a given prime contract shall be prepared and billed accordingly as specified in Section 7.09 included within the General Conditions included in the Project Manual.
2. Work shall not commence prior to written authorization by the Owner.

E. Unused Materials: Turn over any unused or left-over materials purchased under an allowance to the Owner, after installation has been completed and accepted. The contractor may only bill the Owner for unused or left-over materials that were previously authorized to be drawn off the allowance.
1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

## 1.8 UNIT-PRICE ALLOWANCES

A. Unit prices as included in the bid proposal form will be used to charge to an allowance as applicable and as directed by the Owner.
1. Unit Price Allowances DO NOT include an overhead and profit margin to the overall allowances. Unit Prices are to be inclusive of the overhead and profit margin as determined by the contractor within the unit price item.

B. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include freight and delivery to Project site.

C. Allowances will be paid by the unit price provided as part of base bid as shown on the Proposal Form included within the bid submitted by the contractor. No additional markup is permitted on unit prices.

D. Work shall not commence prior to written authorization by the Owner.

**PART 2 - PRODUCTS (Not Applicable)**

**PART 3 - EXECUTION**

**3.1 EXAMINATION**

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

**3.2 PREPARATION**

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

**3.3 SCHEDULE OF ALLOWANCES**

A. There are no allowances specified for this project.

**END OF SECTION**

# SECTION 017700 – CLOSEOUT PROCEDURES

## PART I – GENERAL

### 1.1 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.

B. Related Section:

1. Division 1 Section "Project Record Documents: for submitting Record Drawings, Record Specifications, and Record Product Data.
2. Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
3. All Divisions for "Demonstration and Training" for requirements for instructing Owner's personnel.
4. All Divisions for specific closeout and special cleaning requirements for the Work in those Sections.

### 1.2 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Advise Owner of pending insurance changeover requirements.
3. Submit specific warranties, workmanship bonds. Maintenance service agreements, final certifications, and similar documents.
4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. Prepare and submit Project Record Documents, operation and maintenance manual, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
7. Make final changeover
8. Complete startup testing of systems.
9. Submit test/adjust/balance records.

10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
11. Advise Owner of changeover in hear and other utilities.
12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
13. Complete final cleaning requirements, including touchup painting.
14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issues.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

## 1.3 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report and warranty.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

## 1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding form lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Submit list of incomplete items in the following format:
   a. One electronic copy in Portable Data File (PDF) format provided to the Owner and Architect/ Engineer.

## 1.5 WARRANTIES

A. Submittal Time: Submit written warranties per General Conditions of the Contract, specifically Section 4.09, on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind two sets of warranties and bonds in heavy-duty, 3-ring, vinyl-covered, lose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8 ½ - 11 inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES", Project name, and name of contractor.
4. Provide one CD or USB flash drive to contain all scanned warranties and bonds. Assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

# PART 2 – PRODUCTS

## 2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Use cleaning products that meet Green Seal GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

## PART 3 – EXECUTION

### 3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with General Conditions of the Contract, specifically Section 4.08, all local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

   a. Clean Project sire, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
   b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
   c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
   d. Remove tools, construction equipment, machinery, and surplus material from Project site.
   e. Remove snow and ice to provide safe access to building.
   f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
   g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
   h. Sweep concrete floors broom clean in unoccupied spaces.
   i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
   j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
   k. Remove labels that are not permanent.
   l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

1. Do not paint over "URL" and other required labels and identification, including mechanical and electrical nameplates

m. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
n. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.

q. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
r. Leave Project clean and ready for occupancy.

C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.

**END OF SECTION**

# SECTION 017823 – OPERATIONS AND MAINTENANCE DATA

## PART I – GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawing and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and Maintenance manuals for systems, subsystems, and equipment.
2. Maintenance manuals for the care and maintenance of products, materials, and finishes.

B. Related Sections include the following:

1. Division 1 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
2. Division 1 Section "Closeout Procedures" for submitting operation and maintenance manuals.
3. All Divisions Sections for specific operation and maintenance manual requirements for products in those Sections.

### 1.3 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction

B. Subsystem: a portion of a system with characteristics similar to a system.

### 1.4 SUBMITTALS

A. Final Submittal: Submit each manual in electronic portable data file (pdf) format at least 15 days before final inspection to Architect/ Engineer of Record. Architect/ Engineer will return copy with comments within 15 days after final inspection.

1. Correct or modify each manual to comply with comments provided by Architect/ Engineer. Submit one (1) hard copy and one (1) electronic copy in Portable Data File (pdf) format of the corrected Operation & Maintenance Manual within 15 days of receipt of Architect's comments for submission to the Owner.

**1.5 COORDINATION**

A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

**PART 2 – PRODUCTS**

**2.1 MANUAL, GENERAL**

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following material, in the order listed:

1. Title Page
2. Table of Contents
3. Manual Contents

B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:

1. Subject matter included in manual
2. Name and address of Project
3. Name and address of Owner
4. Date of submittal
5. Name, address, and telephone number of Contractor
6. Name and address of Architect
7. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the column, and cross-referenced to Specification Section number in Project Manual.

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive Table of Contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystem, equipment, and components of one system into a single binder.

1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2- by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENACE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch, 20-lb/sq.ft. white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text

a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

## 2.2 OPERATION AND MAINTENACE MANUALS

A. Content: In addition to requirements in this Section, include operation and maintenance data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions
2. Performance and design criteria if Contractor is delegated design responsibility
3. Operating standards
4. Operating procedures
5. Wiring diagrams
6. Control diagrams
7. Piped system diagrams
8. Precautions against improper use
9. License requirements including inspection and renewal dates
10. Warranty information

B. Descriptions: Include the following:

1. Product name and model number
2. Manufacturer's name
3. Equipment identification with serial number of each component

4. Equipment function
5. Operating characteristics
6. Limiting conditions
7. Performance curves
8. Engineering data and tests
9. Complete nomenclature and number of replacement parts

C. Operating Procedures: Include the following, as applicable:

1. Start-up procedures
2. Equipment or system break-in procedures
3. Routine and normal operating instructions
4. Regulation and control procedures
5. Instructions on stopping
6. Normal shutdown instructions
7. Seasonal and weekend operating instructions
8. Required sequences for electric or electronic systems
9. Special operating instructions and procedures

D. Systems and Equipment Controls: Describe the sequence of operations, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

F. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:

1. Standard printed maintenance instructions and bulletins
2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly
3. Identification and nomenclature of parts and components
4. List of items recommended to be stocked as spare parts

G. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions
2. Troubleshooting guide
3. Precautions against improper maintenance
4. Disassembly; component removal, repair, and replacement; and reassembly instructions
5. Aligning, adjusting, and checking instructions
6. Demonstration and training videotape, if available

H. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies
2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance

I. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

J. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

K. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

L. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include instructions and procedures for each type of emergency, and responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

1. Include the following, as applicable:

a. Instructions on stopping
b. Shutdown instructions for each type of emergency
c. Operating instructions for conditions outside normal operating limits
d. Required sequences for electric or electronic systems
e. Special operating instructions and procedures

## 2.3 PRODUCT MAINTENANCE MANUAL

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:

1. Product name and model number
2. Manufacturer's name
3. Color, pattern, and texture
4. Material and chemical composition
5. Reordering information for specially manufactured products

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures
2. Types of cleaning agents to be used and methods of cleaning
3. List of cleaning agents and methods of cleaning detrimental to product
4. Schedule for routine cleaning and maintenance
5. Repair instructions

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

## PART 3 – EXECUTION

### 3.1 MANUAL PREPARATION

A. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

C. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a

tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

D. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.

1. Do not use original Project Record Documents as part of operation and maintenance manuals.

E. Comply with Division 1 Section "Closeout Procedures" for the schedule for submitting operation and maintenance documentation.

**END OF SECTION**

# SECTION 017839 – PROJECT RECORD DOCUMENTS

## PART I – GENERAL

### 1.1 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings
2. Record Specifications
3. Record Product Date

B. Related Sections:

1. Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
2. All Divisions for specific requirements for project record documents of the Work in those Sections.

### 1.2 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit record drawings as follows:

a. Initial Submittal: Submit one set of marked-up (red-lined) record prints in electronic portable data file (PDF) format inclusive of all addendum, sketches, work change directives, change orders and field revisions to Architect for review. Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
b. Final Submittal: Submit one set of marked-up (red-lined) record prints in electronic portable data file (PDF) format and one set hard paper copy incorporating Architect's comments to Architect and Owner. Provide each drawing, whether or not changes were applicable to any given specific drawing/ sheet.

B. Record Specifications: Submit one hard paper copy and electronic portable data file (PDF) format of the Project's Specifications, including addenda and contract modifications to the Owner and Architect.

**PART 2 – PRODUCTS**

## 2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings.
   1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record date, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

      a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
      b. Record data as soon as possible after obtaining it.
      c. Record and check the markup before enclosing concealed installations.

   2. Mark the Contract Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in production of marked-up record prints.
   3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same locations.
   4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion and in accordance with Section 1.2 of this specification, review marked-up record prints with Architect and/or Construction Manager. When authorized, prepare a full set of corrected red-lines, as follows:

   1. Copies: One (1) electronic copy provided on a CD or USB flash drive in portable data file (PDF) format.
   2. Format: Same digital data software program, version, and operating system as the original Contract Drawings.
   3. Format: Annotated PDF electronic file with comment function enabled.
   4. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
   5. Refer instances of uncertainty to Architect for resolution.
   6. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.

C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Format: Annotated PDF electronic file with comment function enabled.
3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. Identification: As follows:
   a. Project Name
   b. Date
   c. Designation "PROJECT RECORD DRAWINGS"
   d. Name of Architect
   e. Name of Contractor

## 2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from the indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. Note related Change Orders and record Drawings where applicable.

B. Format: submit record Specifications as PDF electronic file.

## 2.3 RECORD PRODUCT DATE

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, and record Drawings where applicable.

B. Format: Submit record Product Data as paper copy within the Operation and Maintenance Manual and one electronic copy in portable data file (pdf) format. .

## 2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Format; Submit record submittals as paper copy.

## PART 3-EXECUTION

## 3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and modifications to project record documents as they occur; do not wait until the end of Project.
B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for contraction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's and Construction Manager's reference during normal working hours.

**END OF SECTION**

# SECTION 31 1000 - SITE CLEARING

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. This Section includes the following:
   1. Protecting existing trees and vegetation to remain.
   2. Removing trees and other vegetation.
   3. Clearing and grubbing.
   4. Topsoil stripping.
   5. Removing above-grade site improvements.
   6. Disconnecting, capping or sealing, and abandoning site utilities in place.
   7. Disconnecting, capping or sealing, and removing site utilities.
   8. Relocating underground utilities and coordination with applicable utility companies.

B. Related Sections include the following:
   1. Division 31 Section "Earthwork" for soil materials, excavating, backfilling, and site grading.

### 1.3 DEFINITIONS

A. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 1½ inches in diameter; and free of weeds, roots, and other deleterious materials.

### 1.4 MATERIALS OWNERSHIP

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

### 1.5 SUBMITTALS

A. Photographs or videotape, sufficiently detailed, of existing conditions of trees and plantings, adjoining construction, and site improvements that might be misconstrued as damage caused by site clearing.

B. Record drawings according to Division 01 Section "Contract Closeout."
   1. Identify and accurately locate capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.6 QUALITY ASSURANCE

A. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings."

1.7 PROJECT CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
   1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
   2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

B. Notify utility locator service for area where Project is located before site clearing.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction.

B. Provide erosion-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

C. Locate and clearly flag trees and vegetation to remain or to be relocated.

D. Protect existing site improvements to remain from damage during construction.
   1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 CLEARING AND GRUBBING

A. Remove obstructions, trees, shrubs, grass, root balls, and other vegetation to permit installation of new construction. Removal includes digging out stumps and obstructions and grubbing roots.
   1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
   2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
   3. Completely remove stumps, roots, obstructions, and debris extending to a depth of 18 inches below exposed subgrade.
   4. Use only hand methods for grubbing within drip line of remaining trees.

## 3.3 TOPSOIL STRIPPING

A. Remove sod and grass before stripping topsoil.

B. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.
   1. Strip surface soil of unsuitable topsoil, including trash, debris, weeds, roots, and other waste materials.

C. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust
   1. Limit height of topsoil stockpiles to 72 inches.
   2. Do not stockpile topsoil within drip line of remaining trees.
   3. Stockpile surplus topsoil and allow for respreading deeper topsoil.

## 3.4 SITE IMPROVEMENTS

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

B. Abandon utilities as indicated on the drawings. Fill all abandoned pipes with flowable fill (CLSM).

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

   1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut length of existing pavement to remain before removing existing pavement. Saw-cut concrete pavement at nearest control joint(s). Saw-cut faces vertically.

## 3.5 DISPOSAL

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

END OF SECTION 31 1000

# SECTION 31 2000 - EARTHWORK

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. Section Includes:

1. Excavating and backfilling trenches for utilities and pits for buried utility structures.
2. Subbase course for paving repairs.
3. Dewatering.

B. Related Sections:

1. Division 31 Section "Site Clearing" for site stripping, grubbing, and removing topsoil.

### 1.3 DEFINITIONS

A. Backfill: Soil material or controlled low-strength material used to fill an excavation.

B. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.

C. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

D. Peagravel: Screened gravel for the annular space between the carrier pipe and the casing pipe.

E. Drainage Course: Aggregate layer that also minimizes upward capillary flow of pore water.

F. Excavation: Removal of material encountered above subgrade elevations.

1. Authorized Additional Excavation: Excavation below subgrade elevations as directed by Construction Manager. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
2. Bulk Excavation: Excavation more than 10 feet in width and more than 30 feet in length.
3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated dimensions without direction by Construction manager.

Unauthorized excavation, as well as remedial work directed by Construction Manager, shall be without additional compensation.

G. Fill: Soil materials used to raise existing grades.

H. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material that exceed 1 cu. yd. for bulk excavation or 1 cu. yd. for footing, trench, and pit excavation that cannot be removed/dislodged with a track type dozer rated at not less than 285 hp flywheel power and equipped with a single shank hydraulic ripper exerting a force of at least 45,000 lbs (e.g. Caterpillar D-8N). For trench excavations rock shall be defined as material that cannot be removed/dislodged using a track type hydraulic excavator equipped with a 42" wide short tip radius rock bucket rated at no less than 120 hp flywheel power with a bucket curling force of at least 18,000 pounds (e.g. Caterpillar 215D-LC). Payment for rock excavation and removal will governed by the provisions of the contract specifications for additional work.

I. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

J. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.

K. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.

L. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

M. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 1.5 inches (50 mm) in diameter; and free of weeds, roots, and other deleterious materials. On-site topsoil to be screened to 1" maximum, prior to reuse.

## 1.4 SUBMITTALS

A. Product Data: For each type of the following manufactured products required:

1. Geotextiles.
2. Controlled low-strength material, including design mixture.
3. Warning tapes.

B. Qualification Data: For qualified testing agency.

C. Material Test Reports: For each borrow soil material proposed for fill and backfill as follows:

1. Laboratory Sieve analysis according to ASTM C-136 with USCS classification for all aggregates, on-site or borrow materials proposed for fill of backfill.

2. Laboratory compaction curve according to ASTM D-1557 (AASHTO T-180) for each aggregate, on-site or borrow soil material proposed for fill and backfill.

D. Predemolition Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by earth moving operations. Submit before earth moving begins.

## 1.5 QUALITY ASSURANCE

A. Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E 329 to conduct soil materials and rock-definition testing, as documented according to ASTM D 3740 and ASTM E 548.

## 1.6 PROJECT CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.

B. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Architect and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Architect not less than two days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Architect's written permission.
3. Contact utility-locator service for area where Project is located before excavating.
4. Protect existing utilities indicated to remain.

C. Do not commence earth-moving operations until temporary erosion- and sedimentation-control measures are in place.

D. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

B. Satisfactory Soils:
   1. Fill and Backfill: ASTM D 2487 soil classification groups GW, GP, GM, SW, SP, and SM, or a combination of these group symbols; R.O.B. gravel or run of crushed stone: NYSDOT Section 304 Type 2 (stone or gravel only) free of rock or gravel larger than 2" in any dimension, debris, waste, frozen material, vegetation, or other deleterious matter.

   2. General Fill: Outside of building and not under walls and pavement: excavated material.

C. Unsatisfactory Soils: ASTM D 2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT, or a combination of these group symbols.
   1. Unsatisfactory Soils: ASTM D 2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT, or a combination of these group symbols

D. Select structural or engineered fill: subbase materials.

E. Subbase: Graded crushed stone complying with NYSDOT Section 304, Type 2. Recycled concrete or slag will not be accepted. Reclaimed asphalt millings will NOT be allowed.

F. Select Backfill: Subbase materials.

G. Bedding: Clean graded crushed stone or gravel conforming to NYSDOT Specification 703-02, Size 1.

H. Peagravel: NYSDOT Type 1A Screened Gravel for the annular space between the carrier and the casing pipe. Screened gravel shall conform to the requirements of NYSDOT Item No. 703.0203. Recycled concrete, slag, and flowable fill will not be accepted. Reclaimed asphalt millings will NOT be allowed.

I. Topsoil: Topsoil shall be native topsoil from site that has been screened to remove all material that is larger than 1" in largest dimension. If there is insufficient quantity of topsoil, contractor shall provide all extra material needed from off-site sources. Off-site topsoil is the naturally-occurring surface layer of soil, free from admixtures of refuse, subsoil, stumps, roots, brush, stones, clay lumps or similar objects larger than 1½" in greatest dimension or material toxic to plant growth. Acidity/alkalinity range: pH 5.5-7.6. Organic content: not less than 4% nor more than 20%. Particle size: Not less than 20% nor more than 80% passing the No. 200 sieve. Material brought on-site or reused is to be tested if ordered by the engineer or site construction manager. Failure of any parameter listed above may be grounds for rejection of material.

Planting soil shall be free from stone, stumps, roots and other woody material over 1" in diameter, brush and seed from noxious weeds.

2.2 GEOTEXTILES

A. Separation Geotextile: Woven geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters; with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:

1. Survivability: Class 2; AASHTO M 288.
2. Grab Tensile Strength: 200 lbf; ASTM D 4632.
3. Tear Strength: 75 lbf; ASTM D 4533.
4. Puncture Strength: 700 lbf; ASTM D 4833.
5. Apparent Opening Size: No. 40 sieve, maximum; ASTM D 4751.
6. Permittivity: 0.05 per second, minimum; ASTM D 4491.
7. UV Stability: 70 percent after 500 hours' exposure; ASTM D 4355.

B. Mirafi 500X or approved equal.

C. Drainage Geotextile: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:

1. Survivability: Class 2; AASHTO M 288.
1. Grab Tensile Strength: 90 lbf; ASTM D4632.
2. Tear Strength: 40 lbf ASTM D4533.
3. Puncture Strength: 90 lbf; ASTM D4833.
4. Apparent Opening Size: No. 50 sieve, maximum; ASTM D 4751.
5. Permittivity: 2.0 per second, minimum; ASTM D 4491.
6. UV Stability: 70 percent after 500 hours' exposure; ASTM D 4355

2.3 CONTROLLED LOW-STRENGTH MATERIAL (FLOWABLE FILL)

A. Controlled Low-Strength Material: Self-compacting, low-density, flowable concrete material produced from the following:

1. Portland Cement: ASTM C150/C150M, Type I, Type II, or Type III.
2. Fly Ash: ASTM C618, Class C or F.
3. Aggregate: Gradation 100% passing the No. 10 sieve and a maximum of 20% passing the No. 200 sieve.
4. Foaming Agent: ASTM C 869.
5. Water: ASTM C 94/C 94M.
6. Air-Entraining Admixture: ASTM C 260.

2.4 ACCESSORIES

B. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:

1. Red: Electric.
2. Yellow: Gas, oil, steam, and dangerous materials.
3. Orange: Telephone and other communications.
4. Blue: Water systems.
5. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.

B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

D. Provide barricades, warning signs, and warning lights around open excavations as necessary to prevent injury to persons.

E. The contractor is solely responsible for determining the potential for injury to persons and damage to property.
1. Where such potential is present, take appropriate protective measures.
2. Protect persons from injury and protect existing and new improvements from damage caused directly or indirectly by construction operations.

F. Provide temporary guards to protect trees and vegetation to remain. Place guards so as to prevent all forms of vehicular traffic or parking within drip lines.
1. Do not allow vehicular or foot traffic within drip lines.
2. Do not stockpile construction materials, soil, or aggregates within drip lines.
3. Water trees and other vegetation to remain within limits of the area of construction activities as required to maintain their health during course of construction operations.

G. Raising Grades:
1. Minor fills less than six inches: Place specified topsoil without compacting, and finish grade by hand.

H. Promptly repair and damaged trees to prevent death or loss of vigor.

## 3.2 DEWATERING

A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
   1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
   2. Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

C. Do not allow water to flow in an uncontrolled fashion across the project site or to erode slopes or to undermine foundations. Do not allow water to be diverted onto adjacent properties. Arrange excavation operations so as to provide continual and effective drainage of excavations.

D. Provide and maintain temporary diversion ditches, dikes, and grading as necessary; do not use trench excavations for this purpose. When required by surface or subsurface water conditions, provide sumps, wellpoints, French drains, pumps, and other control measures necessary to keep excavations free of water. When existence of ground water near or above final excavation level is indicated or suspected, provide control measures prior to excavating to water level and maintain water level continuously below working level.

E. Subgrade failure resulting from construction traffic over wet/saturated subgrades due to inadequate or missing dewatering measures shall be repaired at the contractor's expense.

## 3.3 EXPLOSIVES

A. Explosives: Do not use explosives.

## 3.4 EXCAVATION, GENERAL

A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.

   1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
   2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:

      a. 6 inches beneath bottom of concrete slabs-on-grade.
      b. 6 inches beneath pipe in trenches and 24 inches wider than pipe.

## 3.5 SUBGRADE INSPECTION

A. Notify Construction Manager when excavations have reached required subgrade.

B. If Construction Manager determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material only as directed by the Construction Manager.

C. As directed by the Construction Manager, proof-roll subgrade with a pneumatic-tired roller to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.

1. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Construction Manager, and replace with compacted backfill or fill as directed.

D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.

E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Construction Manager, without additional compensation.

## 3.6 EXCAVATION FOR WALK AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated cross sections, elevations, and grades.

## 3.7 EXCAVATION UTILITY TRENCHES

A. Excavate trenches to indicated gradients, lines, depths, and elevations regardless of the character of surface and subsurface conditions encountered.
1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.

B. Excavate trenches to uniform widths to provide a working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.
1. Clearance: 12 inches on each side of pipe or conduit.
2. Clearance: As indicated.

C. Trench Bottoms: Excavate trenches 6 inches deeper than bottom of pipe elevation to allow for bedding course. Hand excavate for bell of pipe. Remove projecting stones and sharp objects along trench subgrade.
1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

## 3.8 STORAGE OF SOIL MATERIALS

A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust. Refer to Section 2.2 of the Excavation Work Plans (EWPs) in the appendices of the SMPs for both Phase I and Phase II Business Parks for stockpile methods and requirements.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

## 3.9 BACKFILL

A. Place and compact backfill in excavations promptly, but not before completing the following:

1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
2. Surveying locations of underground utilities for Record Documents.
3. Testing and inspecting underground utilities.
4. Removing concrete formwork.
5. Removing trash and debris.
6. Removing temporary shoring and bracing, and sheeting.
7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

B. Place backfill on subgrades free of mud, frost, snow, or ice.

## 3.10 UTILITY TRENCH BACKFILL

A. Place backfill on subgrades free of mud, frost, snow, or ice.

B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

C. Place and compact initial backfill of designated material, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the pipe or conduit.

1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.

D. Coordinate backfilling with utilities testing.

E. Fill voids with approved backfill materials while shoring and bracing, and as sheeting is removed.

F. Place and compact final backfill of satisfactory soil material to final subgrade elevation.

G. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

## 3.11 SOIL MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.

1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

## 3.12 COMPACTION OF SOIL BACKFILLS AND FILLS

A. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.

C. Compact soil to not less than the following percentages according to ASTM D-1557.

1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill material at 95 percent.

2. Under walkways, scarify and recompact top 12 inches below subgrade and compact each layer of backfill or fill material at 95 percent.

3. Under lawn or unpaved areas, scarify and recompact top 12 inches below subgrade and compact each layer of backfill or fill material at 90 percent.

## 3.13 GRADING

A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between adjacent existing grades and new grades.
2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding.

## 3.14 SUBBASE AND BASE COURSES

A. Install separation fabric on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.

B. Under pavements, place subbase course on separation fabric according to fabric manufacturer's written instructions and as follows:
   1. Compact subbase and base courses at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D-1557.
   2. Shape subbase and base to required crown elevations and cross-slope grades.
   3. When thickness of compacted subbase or base course is 6 inches or less, place materials in a single layer.
   4. When thickness of compacted subbase or base course exceeds 6 inches, place materials in equal layers, with no layer more than 6 inches thick or less than 3 inches (76 mm) thick when compacted.
   5.

## 3.15 PLACING TOPSOIL

A. Topsoil is to be screened before placement.

B. A uniform layer of 6" topsoil (or as indicated on plans) is to be placed in all areas to be seeded except where playing field top dressing is to be placed. Remove stones, clay lumps and other objects larger than 1" in greatest dimension.

C. Fine grade to within 1" of finished contours. Do not compact topsoil.

## 3.16 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.

B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.

C. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:

   1. Pavements and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. or less of paved area or building slab, but in no case fewer than three tests.

   2. Trench Backfill: At each compacted initial and final backfill layer, at least one test for each 150 feet or less of trench length, but no fewer than two tests per lift per trench.

D. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

E. Maximum density at Optimum Moisture Content: Determine in accordance with ASTM D-1557.
   1. For each subgrade, fill, and backfill material, perform one moisture-density relationship test for each 1500 cubic yards, or fraction thereof, of material used.

## 3.17 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

   1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

   1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

## 3.18 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 31 2000

# SECTION 312319 - DEWATERING

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes:

1. Construction dewatering.

B. Related Requirements:

1. Section 02595 "Sanitary Sewers" by ECDSM

C. Where requirements conflict between this section and related sections above, the more stringent shall apply.

### 1.2 ACTION SUBMITTALS

A. Shop Drawings: For dewatering system, prepared by or under the supervision of a qualified professional engineer.

1. Include plans, elevations, sections, and details.
2. Show arrangement, locations, and details of wells and well points; locations of risers, headers, filters, pumps, power units, and discharge lines; and means of discharge, control of sediment, and disposal of water.
3. Include layouts of piezometers and flow-measuring devices for monitoring performance of dewatering system.
4. Include written plan for dewatering operations, including sequence of well and well-point placement coordinated with excavation shoring and bracings and control procedures to be adopted if dewatering problems arise.

B. Delegated Design Submittals: For dewatering system, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

### 1.3 INFORMATIONAL SUBMITTALS

A. Field Quality-Control Submittals:

1. Field quality-control reports.

B. Delegated design engineer qualifications.

C. Existing Conditions: Using photographs, show existing conditions of adjacent construction and site improvements that might be misconstrued as damage caused by dewatering operations. Submit before Work begins.

D. Record Drawings: Identify locations and depths of capped wells and well points and other abandoned-in-place dewatering equipment.

## 1.4 QUALITY ASSURANCE

A. Qualifications:

1. Installer: An experienced installer that has specialized in design of dewatering systems and dewatering work.
2. Delegated Design Engineer: A professional engineer who is legally qualified to practice in the state of New York where the Project is located and who is experienced in providing engineering services of the type indicated.
3. Land Surveyor: A professional land surveyor who is legally qualified to practice in the state where Project is located.

## 1.5 FIELD CONDITIONS

A. Project-Site Information: A soil boring report has been prepared for this Project and is available for information only. Owner is not responsible for interpretations or conclusions drawn from this data.

1. Make additional test borings and conduct other exploratory operations necessary for dewatering in accordance with the performance requirements.
2. The soil boring report is included elsewhere in Project Manual.

B. Survey Work: Engage a qualified land surveyor or professional engineer to survey adjacent existing buildings, structures, and site improvements; establish exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.

# PART 2 - PRODUCTS

## 2.1 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design dewatering system.

B. Dewatering Performance: Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of groundwater and permit excavation and construction to proceed on dry, stable subgrades.

1. Design dewatering system, including comprehensive engineering analysis by a qualified professional engineer.
2. Continuously monitor and maintain dewatering operations to ensure erosion control, stability of excavations and constructed slopes, prevention of flooding in excavation, and prevention of damage to subgrades and permanent structures.
3. Prevent surface water from entering excavations by grading, dikes, or other means.

4. Accomplish dewatering without damaging existing buildings, structures, and site improvements adjacent to excavation.
5. Remove dewatering system when no longer required for construction.

C. Regulatory Requirements: Comply with governing EPA notification regulations before beginning dewatering. Comply with water- and debris-disposal regulations of authorities having jurisdiction.

## PART 3 - EXECUTION

### 3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by dewatering operations.

1. Prevent surface water and subsurface or groundwater from entering excavations, from ponding on prepared subgrades, and from flooding site or surrounding area.
2. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.

B. Install dewatering system to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

C. Provide temporary grading to facilitate dewatering and control of surface water.

D. Protect and maintain temporary erosion and sedimentation controls, which are specified in Section 015000 "Temporary Facilities and Controls," and Section 311000 "Site Clearing," during dewatering operations.

### 3.2 INSTALLATION

A. Install dewatering system utilizing wells, well points, or similar methods complete with pump equipment, standby power and pumps, filter material gradation, valves, appurtenances, water disposal, and surface-water controls.

1. Space well points or wells at intervals required to provide sufficient dewatering.
2. Use filters or other means to prevent pumping of fine sands or silts from the subsurface.

B. Place dewatering system into operation to lower water to specified levels before excavating below groundwater level.

C. Provide sumps, sedimentation tanks, and other flow-control devices as required by authorities having jurisdiction.

D. Provide standby equipment on-site, installed and available for immediate operation, to maintain dewatering on continuous basis if any part of system becomes inadequate or fails.

## 3.3 OPERATION

A. Operate system continuously until drains, sewers, and structures have been constructed and fill materials have been placed or until dewatering is no longer required.

B. Operate system to lower and control groundwater to permit excavation, construction of structures, and placement of fill materials on dry subgrades. Drain water-bearing strata above and below bottom of foundations, drains, sewers, and other excavations.

1. Do not permit open-sump pumping that leads to loss of fines, soil piping, subgrade softening, and slope instability.
2. Reduce hydrostatic head in water-bearing strata below subgrade elevations of foundations, drains, sewers, and other excavations.
3. Maintain piezometric water level a minimum of 24 inches (600 mm) below bottom of excavation.

C. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water and sediment in a manner that avoids inconvenience to others.

D. Remove dewatering system from Project site on completion of dewatering. Plug or fill well holes with sand or cut off and cap wells a minimum of 36 inches (900 mm) below overlying construction.

## 3.4 FIELD QUALITY CONTROL

A. Survey-Work Benchmarks: Resurvey benchmarks regularly during dewatering and maintain an accurate log of surveyed elevations for comparison with original elevations. Promptly notify Architect if changes in elevations occur or if cracks, sags, or other damage is evident in adjacent construction.

B. Provide continual observation to ensure that subsurface soils are not being removed by the dewatering operation.

C. Prepare reports of observations.

## 3.5 PROTECTION

A. Protect and maintain dewatering system during dewatering operations.

B. Promptly repair damages to adjacent facilities caused by dewatering.

END OF SECTION 312319

# SECTION 315000 - EXCAVATION SUPPORT AND PROTECTION

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. Section includes temporary excavation support and protection systems.

B. Related Requirements:

1. Section 02595 "Sanitary Sewers" by ECDSM

C. Where requirements conflict between this section and related sections above, the more stringent shall apply.

### 1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Review soil boring report.
2. Review existing utilities and subsurface conditions.
3. Review coordination for interruption, shutoff, capping, and continuation of utility services.
4. Review proposed excavations.
5. Review proposed equipment.
6. Review monitoring of excavation support and protection system.
7. Review coordination with waterproofing.
8. Review abandonment or removal of excavation support and protection system.

### 1.4 ACTION SUBMITTALS

1. Include construction details, material descriptions, performance properties, and dimensions of individual components and profiles, and calculations for excavation support and protection system.

A. Delegated-Design Submittal: For excavation support and protection systems, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

## 1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For the following:

1. Land surveyor.
2. Professional Engineer: Experience with providing delegated-design engineering services of the type indicated, including documentation that engineer is licensed in the state in which Project is located.

B. Contractor Calculations: For excavation support and protection system. Include analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

C. Existing Conditions: Using photographs, show existing conditions of adjacent construction and site improvements that might be misconstrued as damage caused by inadequate performance of excavation support and protection systems. Submit before Work begins.

## 1.6 CLOSEOUT SUBMITTALS

A. Record Drawings: Identify locations and depths of capped utilities, abandoned-in-place support and protection systems, and other subsurface structural, electrical, or mechanical conditions.

## 1.7 FIELD CONDITIONS

A. Interruption of Existing Utilities: Do not interrupt any utility-serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility according to requirements indicated:

1. Notify Owner no fewer than two days in advance of proposed interruption of utility.
2. Do not proceed with interruption of utility without Owner's written permission.

B. Survey Work: Engage a qualified land surveyor or professional engineer to survey adjacent existing buildings, structures, and site improvements; establish exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks, and record existing elevations.

# PART 2 - PRODUCTS

## 2.1 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a licensed professional engineer to design excavation support and protection systems to resist all lateral loading and surcharge, including but not limited to, retained soil, groundwater pressure, adjacent building loads, adjacent traffic loads, construction traffic loads, material stockpile loads, and seismic loads, based on the following:

1. Compliance with OSHA Standards and interpretations, 29 CFR 1926, Subpart P.
2. Compliance with AASHTO Standard Specification for Highway Bridges or AASHTO LRFD Bridge Design Specification, Customary U.S. Units.

3. Compliance with requirements of authorities having jurisdiction.
4. Compliance with utility company requirements.
5. Compliance with railroad requirements.

## 2.2 MATERIALS

A. Provide materials that are either new or in serviceable condition.

B. Structural Steel: ASTM A36/A36M, ASTM A690/A690M, or ASTM A992/A992M.

C. Steel Sheet Piling: ASTM A328/A328M, ASTM A572/A572M, or ASTM A690/A690M; with continuous interlocks.

D. Cast-in-Place Concrete: ACI 301, of compressive strength required for application.

E. Reinforcing Bars: ASTM A615/A615M, Grade 60 (Grade 420), deformed.

F. Tiebacks: Steel bars, ASTM A722/A722M.

G. Tiebacks: Steel strand, ASTM A416/A416M.

# PART 3 - EXECUTION

## 3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards that could develop during excavation support and protection system operations.

1. Shore, support, and protect utilities encountered.

## 3.2 INSTALLATION - GENERAL

A. Locate excavation support and protection systems clear of permanent construction, so that construction and finishing of other work is not impeded.

B. Install excavation support and protection systems to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

C. Install excavation support and protection systems without damaging existing buildings, structures, and site improvements adjacent to excavation.

## 3.3 MAINTENANCE

A. Monitor and maintain excavation support and protection system.

B. Prevent surface water from entering excavations by grading, dikes, or other means.

C. Continuously monitor vibrations, settlements, and movements to ensure stability of excavations and constructed slopes and to ensure that damage to permanent structures is prevented.

## 3.4 FIELD QUALITY CONTROL

A. Survey-Work Benchmarks: Resurvey benchmarks regularly during installation of excavation support and protection systems, excavation progress, and for as long as excavation remains open.

1. Maintain an accurate log of surveyed elevations and positions for comparison with original elevations and positions.
2. Promptly notify Architect if changes in elevations or positions occur or if cracks, sags, or other damage is evident in adjacent construction.

B. Promptly correct detected bulges, breakage, or other evidence of movement to ensure that excavation support and protection system remains stable.

C. Promptly repair damages to adjacent facilities caused by installation or faulty performance of excavation support and protection systems.

## 3.5 REMOVAL AND REPAIRS

A. Remove excavation support and protection systems when construction has progressed sufficiently to support excavation and earth and hydrostatic pressures.

1. Remove in stages to avoid disturbing underlying soils and rock or damaging structures, pavements, facilities, and utilities.
2. Remove excavation support and protection systems to a minimum depth of 18 inches below overlying construction, and abandon remainder.
3. Fill voids immediately with approved backfill compacted to density specified in Section 312000 "Earthwork."
4. Repair or replace, as approved by Engineer, adjacent work damaged or displaced by removing excavation support and protection systems.

END OF SECTION 315000

# SECTION 321216 - ASPHALT PAVING

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes:

1. Hot-mix asphalt patching.
2. Hot-mix asphalt paving.

B. Related Requirements:

1. Section 312000 "Earthwork" for subgrade preparation, fill material, unbound-aggregate subbase and base courses, and aggregate pavement shoulders.

### 1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

### 1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include technical data and tested physical and performance properties.

1. Job-Mix Designs: For each job mix proposed for the Work submit material product data and HMA design.

### 1.4 INFORMATIONAL SUBMITTALS

A. Manufacturer's Certificate:

1. Certify HMA Products meet or exceed New York State Department of Transportation (NYSDOT) 2019 Standard Specifications (9/1/19 version):
   a. Section 401: Plant Production.
   b. Section 402: Hot Mix Asphalt (HMA) Pavements.
   c. Section 407: Tack Coat

### 1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by authorities having jurisdiction or the DOT of state in which Project is located.

B. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of NYSDOT for asphalt paving work.

1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

## PART 2 - PRODUCTS

### 2.1 AGGREGATES

A. Aggregate for Base, Binder, and Top Course Mix: In accordance with NYSDOT Sept 1, 2019 Standard Specifications: Section 401-2.02 (Aggregates).

B. Mineral Filler: Finely ground particles of limestone, hydrated lime, or other mineral dust, free of foreign matter and in accordance with NYSDOT Sept 1, 2019 Standard Specifications: Section 703-08 (Mineral Filler).

### 2.2 ASPHALT MATERIALS

A. Asphalt Binder: AASHTO MP1, PG 64-22. Refer to Part 2.4B of this Section.

B. Tack Coat: Emulsified asphalt in accordance with NYSDOT Sept 1, 2019 Standard Specifications Section 407-2, Materials (Tack Coat).

### 2.3 AUXILIARY MATERIALS

A. Recycled Materials for Hot-Mix Asphalt Mixes: Reclaimed asphalt pavement; reclaimed, unbound-aggregate base material; and recycled tires, asphalt shingles, or glass from sources and gradations that have performed satisfactorily in previous installations, equal to performance of required hot-mix asphalt paving produced from all new materials.

B. Herbicide: Commercial chemical for weed control, registered by the EPA, and not classified as "restricted use" for locations and conditions of application. Provide in granular, liquid, or wettable powder form.

### 2.4 MIXES

A. Hot-Mix Asphalt: Dense, hot-laid, hot-mix asphalt plant mixes meeting NYSDOT Sept 1, 2019 Standard Specifications, Section 402-2 (Materials – HMA Pavements) for each pavement course and complying with the following requirements:

1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
2. Hot Mix Asphalt (HMA) Mixes to be placed at thickness noted on the plans.

3. SuperPave Base HMA: NYSDOT Item 402.377911. 37.5 mm Nominal Maximum Aggregate Size, with F3 (low volume road) coarse aggregate friction requirement.

4. SuperPave Binder HMA: NYSDOT Item 402.257911. 25.0 mm Nominal Maximum Aggregate Size, with F3 (low volume road) coarse aggregate friction requirement.

5. SuperPave Top HMA: NYSDOT Item 402.127311. 12.5 mm Nominal Maximum Aggregate Size, with F3 (low volume road) coarse aggregate friction requirement.

## PART 3 - EXECUTION

### 3.1 SAW CUTTING

A. 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 owner's representative shall be used for cutting asphalt surface course and asphalt overlay. 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 owner's representative, to pry loose the existing pavement from that pavement which is to remain. A pavement breaker, under the supervision of the owner's representative, 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.

### 3.2 PATCHING

A. Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches (300 mm) into perimeter of adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new subgrade.

B. Placing Patch Material: Fill excavated pavement areas with hot-mix asphalt base mix for full thickness of patch and, while still hot, compact flush with adjacent surface.

### 3.3 TACK COAT

A. Apply tack coat in accordance with NYSDOT Sept 1, 2019 Standard Specifications: Section 407-3.02 (Application of Bituminous Material).

1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

## 3.4 SURFACE PREPARATION

A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.

B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.

C. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.

## 3.5 PLACING HOT-MIX ASPHALT

A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand in areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.

1. Spread mix at a minimum temperature of 250 deg F (121 deg C).
2. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.

B. Place paving in consecutive strips not less than 10 feet (3 m) wide unless infill edge strips of a lesser width are required.

C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

## 3.6 JOINTS

A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.

1. Clean contact surfaces and apply tack coat to joints.
2. Offset longitudinal joints, in successive courses, a minimum of 6 inches (150 mm).
3. Offset transverse joints, in successive courses, a minimum of 24 inches (600 mm).
4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Construct these joints using either "bulkhead" or "papered" method according to AI MS-22, for both "Ending a Lane" and "Resumption of Paving Operations."

## 3.7 COMPACTION

A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.

1. Complete compaction before mix temperature cools to 185 deg F (85 deg C).

B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.

C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:

1. Average Density: 92 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 90 percent or greater than 96 percent.

D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.

E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.

F. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

G. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

## 3.8 INSTALLATION TOLERANCES

A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:

1. Base Course: Plus or minus 1/2 inch (13 mm).
2. Surface Course: Plus 1/4 inch (6 mm), no minus.

B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot (3-m) straightedge applied transversely or longitudinally to paved areas:

1. Base Course: 1/4 inch (6 mm).
2. Surface Course: 1/8 inch (3 mm).
3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch (6 mm).

3.9 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

B. Replace and compact hot-mix asphalt where core tests were taken.

C. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

END OF SECTION 321216

# SECTION 321313 - CONCRETE PAVING

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes:

1. Exterior sidewalks
2. Concrete slabs-on-grade

### 1.2 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Other Action Submittals:

1. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

### 1.3 QUALITY ASSURANCE

A. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

B. ACI Publications: Comply with ACI 301 (ACI 301M) unless otherwise indicated.

## PART 2 - PRODUCTS

### 2.1 STEEL REINFORCEMENT

A. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, fabricated from as-drawn steel wire into flat sheets.

B. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420); deformed.

C. Dowel Bars: ASTM A 615/A 615M, Grade 60 (Grade 420) plain-steel bars. Cut bars true to length with ends square and free of burrs.

D. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports

according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete specified.

## 2.2 CONCRETE MATERIALS

A. Cementitious Material: Use the following cementitious materials, of same type, brand, and source throughout Project:

1. Portland Cement: ASTM C 150, white portland cement Type I/II. Supplement with the following:

a. Fly Ash: ASTM C 618, Class C or Class F.
b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.

B. Normal-Weight Aggregates: ASTM C 33, Class 4S, uniformly graded. Provide aggregates from a single source.

C. Water: Potable and complying with ASTM C 94/C 94M.

D. Air-Entraining Admixture: ASTM C 260.

E. Chemical Admixtures: Admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.

## 2.3 CURING MATERIALS

A. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.

## 2.4 RELATED MATERIALS

A. Joint Fillers: ASTM D 1751, asphalt-saturated cellulosic fiber in preformed strips.

## 2.5 CONCRETE MIXTURES

A. Prepare design mixtures, proportioned according to ACI 301 (ACI 301M), with the following properties:

1. Compressive Strength (28 Days): 4500 psi (31 MPa).
2. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.45.
3. Slump Limit: 4 inches (100 mm), plus or minus 1 inch (25 mm).
4. Air Content: 6 percent plus or minus 1.5 percent.

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

## 2.6 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M and ASTM C 1116/C 1116M. Furnish batch certificates for each batch discharged and used in the Work.

# PART 3 - EXECUTION

## 3.1 EXAMINATION AND PREPARATION

A. Proof-roll prepared subbase surface below concrete paving to identify soft pockets and areas of excess yielding.

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

## 3.2 EDGE FORMS AND SCREED CONSTRUCTION

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

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

## 3.3 JOINTS

A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.

B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.

C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.

D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness.

E. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 1/4-inch (6-mm) radius. Repeat tooling of edges after applying surface finishes. Eliminate edging-tool marks on concrete surfaces.

## 3.4 CONCRETE PLACEMENT

A. Moisten subbase to provide a uniform dampened condition at time concrete is placed.

B. Comply with ACI 301 (ACI 301M) requirements for measuring, mixing, transporting, placing, and consolidating concrete.

C. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.

D. Screed paving surface with a straightedge and strike off.

E. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

## 3.5 FLOAT FINISHING

A. General: Do not add water to concrete surfaces during finishing operations.

B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
   1. Medium-to-Coarse-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/16 to 1/8 inch (1.6 to 3 mm) deep with a stiff-bristled broom, perpendicular to line of traffic.

## 3.6 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

B. Comply with ACI 306.1 for cold-weather protection.

C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.

D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.

E. Curing Methods: Cure concrete by curing compound.

## 3.7 PAVING TOLERANCES

A. Comply with tolerances in ACI 117 and as follows:

1. Elevation: 3/4 inch (19 mm).
2. Thickness: Plus 3/8 inch (10 mm), minus 1/4 inch (6 mm).
3. Surface: Gap below 10-foot- (3-m-) long, unleveled straightedge not to exceed 1/2 inch (13 mm).
4. Joint Spacing: 3 inches (75 mm).
5. Contraction Joint Depth: Plus 1/4 inch (6 mm), no minus.
6. Joint Width: Plus 1/8 inch (3 mm), no minus.

## 3.8 REPAIRS AND PROTECTION

A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Architect.

B. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.

C. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 321313

# SECTION 329200 - TURF AND GRASSES

## PART 1 GENERAL

### 1.1 RELATED DOCUMENTS

A. The BIDDING REQUIREMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT and applicable parts of DIVISION 1 - GENERAL REQUIREMENTS, as listed in the Table of Contents, shall be included in and made a part of this Section.

### 1.2 WORK INCLUDED

A. Provide all materials and equipment, and do all work required to complete turfgrass seeding including furnishing and placing topsoil, as indicated on the Drawings and as specified.

### 1.3 RELATED WORK

A. Examine Contract Documents for requirements that affect work of this Section. Other Specification Sections that directly relate to work of this Section include, but are not limited to:

1. Section 312000, EARTHWORK; Establishment of subgrade elevation.

### 1.4 REFERENCES

A. Comply with applicable requirements of the following standards. Where these standards conflict with other specified requirements, the most restrictive requirements shall govern.

1. American Society for Testing and Materials (ASTM):

C 136 Sieve Analysis of Fine and Coarse Aggregates

D 422 Particle-Size Analysis of Soils

E 11 Wire-Cloth Sieves for Testing Purposes

### 1.5 SUBMITTALS

A. Samples: The following samples shall be submitted:

| Material | Quantity (lb.) |
|---|---|
| Fertilizer | 10 |
| Lime | 10 |
| Compost | 10 |
| Seed, each mix | 1 |
| Loam borrow | 10 |

B. Manufacturer's Product Data: Manufacturer's product data shall be submitted for the following materials: Aluminum sulfate and Fertilizer

C. Certificates: Labels from the manufacturer's container certifying that the product meets the specified requirements shall be submitted for the following materials: Commercial fertilizer, Ground limestone, Seed mix

1.6 INSPECTION AND TESTING

A. Work will be subject to inspection at all times by the Engineer. The Contractor shall engage an independent testing laboratory to analyze and test materials used in the construction of the work. Where directed by the Engineer the testing laboratory will make material analyses and will report to the Engineer whether materials conform to the requirements of this specification.

1. Cost of tests and material analyses made by the testing laboratory will be borne by the Contractor.

2. Testing equipment will be provided by and tests performed by the testing laboratory. Upon request by the Architect, the Contractor shall provide such auxiliary personnel and services needed to accomplish the testing work and to repair damage caused thereby to the permanent work.

3. Gradation of granular materials shall be determined in accordance with ASTM C 136. Sieves for determining material gradation shall be as described in ASTM E 11.

B. Testing, analyses, and inspection required by the Contractor for his own information or guidance shall be at his own expense.

C. The Contractor shall engage an independent testing agency to perform the following tests and analyses:

| Material | Tests and Analysis Required |
|---|---|
| Topsoil | Mechanical analysis of soil and determination of pH and organic matter content, and nutrient content. Recommendations shall be made by the testing agency as to the type and quantity of soil additives required to bring nutrient content and pH to satisfactory levels for seeding. |
| Compost | Determination of moisture absorption capacity, organic matter content, and pH. |

1. Materials shall not be used in construction until test results have been reviewed by the Engineer.

2. All costs associated with testing shall be at the expense of the Contractor.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver fertilizer in sealed waterproof bags, printed with manufacturer's name, weight, and guaranteed analysis. Deliver seed in original, unopened containers showing certified analysis, net weight, date of test, and name/address of manufacturer.

## PART 2 PRODUCTS

### 2.1 TURFGRASS SEEDING

A. Turfgrass Seeding: Fresh, clean, dry, new-crop seed complying with USDA Rules and Regulation under the Federal Seed Act and NYS Department of Agriculture and Markets standards.

B. Turfgrass Species: Seed mix shall have not less than 85 percent germination, not less than 95 percent pure seed, and not more than 0.5 percent weed seed (with 0.0 percent noxious weed seed):

1. Permanent Lawn Seed Mix: Proportioned by weight as follows:
   a. 50 percent Kentucky bluegrass (Poa pratensis) - blend of two varieties, including TurfBlue HGT fast est. or approved equal.
   b. 30 percent creeping red fescue (Festuca rubra).
   c. 10 percent perennial ryegrass (Lolium perenne).
   d. 10 percent annual ryegrass (Lolium multiflorum) - SOS 220 fast germinating or approved equal.

### 2.2 TOPSOIL

A. Stockpiled topsoil shall be screened to remove all objects larger than 1 inch and treated with weed killer in accordance with manufacture's printed instructions prior to mixing and spreading operations

B. Topsoil shall be a sandy loam or loam soil as defined by the USDA Soil Conservation Service, Soil Classification System, and shall have the following mechanical analysis:

| Textural Class | % of Total Weight | Average % |
|---|---|---|
| Sand (0.05-2.0 mm dia. range) | 45 to 75 | 60 |
| Silt (0.002-0.05 mm dia. range) | 15 to 35 | 25 |
| Clay (less than 0.002 mm dia. range) | 5 to 25 | 15 |

1. 95% of topsoil shall pass a 2.0 mm sieve.

2. Topsoil shall be free of stones 1 in. in longest dimension, earth clods, plant parts, and debris.

3. Organic matter content shall be 4 to 12% of total dry weight.

C. Topsoil shall have a pH value range of 6.0 to 6.5.

1. If planting soil mixture does not fall within the required pH range, limestone or aluminum sulfate shall be added to bring the pH within the specified limit.

2.3 COMPOST

A. Compost shall be organic "AllGro" compost manufactured by AllGro, The Compost Company, Hampton, NH, or approved equal.

1. Compost shall contain 3 - 6% organic matter and diverse beneficial microbial populations that can be readily incorporated with the topsoil.

2.4 LIMESTONE

A. Lime shall be an approved agricultural limestone containing no less than 50% of total carbonates, and 25% total magnesium with a neutralizing value of at least 100%. The material shall be ground to such a fineness that 40% will pass through a No. 100 U.S. Standard Sieve, and 98% will pass through a No. 20 U.S. Standard Sieve. The lime shall be uniform in composition, dry and free flowing, and shall be delivered to the site in the original unopened containers, each bearing the manufacturer's guaranteed analysis. Any lime which becomes caked or otherwise damaged making it unsuitable for use, will be rejected.

2.5 WATER

A. Water shall be suitable for irrigation and free from ingredients harmful to seeded areas.

2.6 ALUMINUM SULFATE

A. Aluminum sulfate shall be unadulterated and shall be delivered in containers with the name of the material and manufacturer, and net weight of contents.

2.7 COMMERCIAL FERTILIZER

A. Starter fertilizer shall be HD Scotts Starter Fertilizer or approved equal.

B. Fertilizer shall conform to the following:

1. When applied as a topsoil amendment, fertilizer shall have an analysis that will deliver appropriate amounts of nitrogen, phosphorus, and potassium as required to remedy deficiencies revealed by testing the topsoil.

2. When used as a top dressing for the maintenance of seeded areas fertilizer shall conform to the following:

| Constituent | % Present by Weight |
|---|---|
| Nitrogen (N) | 10 |
| Phosphorous (P | 8 |
| Potassium (K) | 4 |

a. 50% of nitrogen shall be derived from natural organic source of ureaform.

b. Available phosphorus shall be derived from superphosphate, bone meal, or tankage.

c. Potassium shall be derived from muriate of potash containing 60% potash.

C. Fertilizer shall be delivered in manufacturer's standard container printed with manufacturer's name, material weight, and guaranteed analysis.

D. Fertilizers with N-P-K analysis other than that stated above may be used provided that the application rate per square foot of nitrogen, phosphorus, and potassium is equal to that specified.

2.8 SUPERPHOSPHATE

A. Superphosphate shall be composed of finely ground phosphate rock as commonly used for agricultural purposes, and containing not less than 20% available phosphoric acid. The superphosphate shall be delivered to the site in the original unopened containers, each bearing the manufacturer's guaranteed analysis. Any superphosphate which becomes caked or otherwise damaged making it unsuitable for use, will be rejected.

2.9 FILTER FABRIC

A. Filter fabric shall be a non-woven polypropylene fabric made specifically for use in subsurface drainage structures equal to Mirafi 140N, manufactured by Mirafi, Inc., Charlotte, NC 28224, or approved equal.

2.10 WEED CONTROL

A. Weed control for stockpiled topsoil shall be a non-selective weed killer for control of grassy and broadleaf weeds; weed control shall have short residual, allowing seeding operations to occur within 7 days of application.

PART 3 EXECUTION

3.1 PREPARATION OF SUBGRADE

A. Subgrade shall be examined to ensure that rough grading and all other subsurface work in lawn areas and other areas to be seeded is done prior to start of seeding.

B. Existing subgrade shall be loosened or scarified to a minimum depth of 3 in. prior to spreading topsoil. Subgrade shall be brought to true and uniform grade, and shall be cleared of stones greater than 3 in., sticks, and other extraneous material.

3.2 SPREADING OF TOPSOIL

A. Topsoil shall not be spread until it is possible to follow immediately or within 24 hours with seeding operations. If topsoil is spread prior to this time it shall be cultivated to loosen soil prior to seeding.

B. Topsoil shall not be placed when subgrade or topsoil material are frozen, excessively wet, or excessively dry.

C. Topsoil shall be spread in a uniform layer, to a thickness which will compact to the depth required to bring final lawn and grass surfaces to required elevation. Unless otherwise indicated minimum depth of topsoil shall be 6 in.

D. Surfaces shall be graded and smoothed, eliminating all sharp breaks by rounding, scraping off bumps and ridges, and filling in holes and cuts.

## 3.3 APPLICATION OF FERTILIZER AND CONDITIONERS

A. Fertilizer and conditioners shall be applied at the following rates:

1. Compost - as required by test results of topsoil.

2. Limestone - as required by test results of topsoil.

3. Fertilizer - as required by test results of topsoil.

B. Mixing with topsoil:

1. Fertilizer and conditioners shall be spread over the entire lawn areas at the application rates indicated above.

2. Materials shall be uniformly and thoroughly mixed into the top 4 in. of topsoil by discing, rototilling, or other approved method.

## 3.4 FINISH GRADING

A. Final surface of topsoil immediately before seeding shall be within $\pm$ 1/2 in. of required elevation, with no ruts, mounds, ridges, or other faults, and no pockets or low spots in which water can collect. Stones, roots, and other debris greater than 1 in. in any dimension, which are visible at the surface, shall be removed and the resulting holes filled with topsoil, leaving a uniform planar surface.

B. Finish grade surface with a drag or rake. Round out all breaks in grade, smooth down all lumps and ridges, fill in all holes and crevices. Rolling with a light roller is acceptable, if the surface is scarified afterward.

C. In the event of settlement, the Contractor shall readjust the work to required finished grade.

## 3.7 MAINTENANCE

A. Except as otherwise specified below, maintenance shall include all operations required to produce an established lawn, including but not limited to:

Fertilizing

Mowing
Replanting
Overseeding
Watering
Weeding

B. Provide & maintain plastic fencing and/or rope barricades at perimeters of seeded areas immediately after seeding.

C. Maintenance of seeded areas shall begin upon completion of seeding and shall continue until final acceptance, or until mowing as specified below is completed, or until average height of grass is 1-1/2 in., whichever occurs later.

1. Watering

   a. Week No. 1: Provide all watering necessary to keep seed bed moist at all times. Perform watering daily or as necessary to maintain moist soil to a depth of 4 in.

   b. Week No. 2 and Subsequent Weeks: Water as necessary to maintain adequate moisture in the upper 4 in. of soil to promote seed germination and root establishment.

2. Mowing

   a. Mowing shall not be attempted until the grass is firmly rooted and securely in place. Not more than 40% of the grass leaf shall be removed during the first or subsequent mowings.

   b. All clippings shall be removed.

D. First mowing shall be done when average height of grass is 2-1/2 in., with mower set to cut at a height of 1-1/ 2 in. Subsequent mowings shall be made at not over two week intervals, with the height of cut set at 1-1/2 in. With prior permission of the Owner, mowings during periods of slow growth or dormancy may be spaced at greater intervals.

F. Weeds and growth other than varieties of grass named in grass seed formula shall be removed. Removal may be accomplished by use of suitable herbicides or by physical removal, in which case top growth and roots shall both be removed, and bare spots exceeding specified limits shall be reseeded.

G. If lawn or grass is established in the fall and maintenance is required to continue into spring months, lawn and grass shall receive an application of lime and fertilizer in the spring. Lime and fertilizer shall be spread in a uniform layer over the entire lawn surface, at the following rates.

| Material | Application Rate |
|---|---|
| Lime | 100 lb./1000 sq. ft. |
| Fertilizer | 20 lb./1000 sq. ft. |

H. Remove any fencing and rope barricades only after second cutting of lawns.

END OF SECTION

# SECTION 330510 – ABANDONMENT OF PIPES

## PART 1 - GENERAL

### 1.1 SCOPE OF WORK

A. The Contractor shall furnish all labor, materials, tools, equipment and other incidentals required in the abandonment of pipes at the locations shown on the Drawings and as specified herein.

B. All required permits shall be obtained at the expense of the Contractor and the terms of said permits shall be adhered to as if they were a part of the Specifications. The Contractor's operation shall be in full compliance with governing regulations.

C. Any fees for inspection by State Highway, County Highway, Railroads, and/or Utility Companies personnel shall be paid for by the Contractor.

D. The Contractor's method of construction shall consider all sheeting, shoring and ventilation required by OSHA for safe working environment.

E. All demolition debris shall be hauled away by the Contractor and disposed of in a manner and place in accordance with the New York State Department of Environmental Conservation Rules and Regulations.

### 1.2 SUBMITTALS

A. A written description of the method of construction shall be submitted to the Engineer for approval prior to proceeding. A copy of this information must also be submitted to the governing right-of-way agency having jurisdiction for review and approval.

B. The Contractor shall advise of the source location, and shall submit material certificates of compliance from the supplier with reference standards for each aggregate material specified in this section for approval by the Engineer.

C. The Contractor shall submit copies of loading slips for all select material backfill delivered to the project shall be submitted to the Engineer. Loading slips shall clearly indicate volume, type of material, New York State Department of Transportation Item No., Contractor and date.

## PART 2 – PRODUCTS

### 2.1 MATERIALS

A. For Pipes to be Abandoned

1. A hydraulic slurry which shall consist of a mixture of water, Portland Cement, (ASTM C-150-NYSDOT, Type I) and fly ash (Class F) meeting the requirements of Section 703-01 of the New York State Department of Transportation Specifications (January 1985 edition). The slurry mix shall have a consistency and uniformity compatible with the method of placements.

OR

2. A dry course aggregate meeting the requirements of Section 703 of the New York State Department of Transportation (January 1985 edition). The maximum aggregate size shall not exceed a Type 1A gradation.

PART 3 - EXECUTION

3.1 PIPELINES

A. The abandoned sewer pipes shall be completely filled with a fine/coarse aggregate or hydraulic slurry. The Contractor shall utilize either the "air blown method" which utilizes a dry aggregate or the "hydraulic slurry method" which consists of a water, Portland Cement, (ASTM C-150-NYSDOT, TYPE I) and fly ash (Class F) aggregate mixture pumped into the pipe. The ends of the pipe sections shall be bulkheaded utilizing bricks and mortar, sand bags, mechanical plugs or approved equal.

END OF SECTION 330510

# SECTION 333100 – SANITARY SEWERS

## PART 1 - GENERAL

### 1.1 SCOPE OF WORK

A. Furnish all labor, materials, equipment and incidentals required, and install in the locations shown on the Drawings, all sanitary sewer piping and fittings as specified herein.

### 1.2 RELATED WORK

A. Section 31 1000 - Site Clearing
B. Section 31 2319 - Dewatering
C. Section 31 2000 - Earthwork
D. Section 31 5000 - Excavation, Support, and Protection
E. Section 32 1216 - Asphalt Paving
F. Section 32 1313 - Concrete Paving
G. Section 32 9200 - Turf and Grasses

### 1.3 SUBMITTALS

A. The Contractor shall submit a complete set of shop drawings as specified in the General Contract Conditions. A shop drawing will be required for all fabricated and/or manufactured material items required by the specifications for this project.

## PART 2 – PRODUCTS

### 2.1 POLYVINYL CHLORIDE (PVC) GRAVITY PIPE

A. Pipe
1. For pipe diameters 4" thru 15", the polyvinyl chloride (PVC) pipe shall be a single wall pipe conduit as manufactured in accordance with the latest ASTM Specification D-3033 "Type PSP Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings" or ASTM Specification D-3034 "Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings". For pipe diameters 18" thru 27", the PVC pipe manufacturer shall satisfy the requirements, of the latest ASTM Specification F-679, Type I. All pipe shall be SDR-35 or thicker single wall and the PVC Compound shall meet the requirements of the latest ASTM Specification D-1784. Pipe in compliance with these standards shall be clearly marked with pipe size (nominal), cell classification, SDR number, PVC Sewer Pipe and ASTM Designation.

B. Joints
1. The joint shall provide a permanent seal against exfiltration or infiltration. The joining technique will be with elastomeric gasket.
2. Elastomeric Gasket Joints – The critical sealing dimensions of the bell, spigot and gasket shall be in accordance with the manufacturer's standard dimensions and tolerances. The elastomeric compound shall comply in all respect with the physical requirements specified in ASTM F-477-76. The gasket shall provide an adequate compressive force against the sealing surfaces of the bell and spigot so as to affect a positive seal under all combinations

of the joint tolerances. The gasket shall be the only element depended upon to make the joint flexible and watertight. The gasket material shall be oil and gasoline resistant.

C. Fittings
1. All PVC wyes, tees and elbows shall be manufactured in classes suitable for the class of pipe with which they will be used.

PART 3 – EXECUTION

3.1 LAYING PIPE

A. Pipe
1. All sanitary sewer pipe shall be bedded as detailed on the Construction Plans and all work shall be in accordance with the various details shown on the Plans.
2. All pipe shall be cleaned before placing, bulkheaded when pipe laying is stopped, and otherwise constructed to secure first class work, free from defects and debris.
3. All sanitary sewers shall be laid true to line and grade with bells upgrade. In laying pipe, the subgrade of the trench shall be carefully formed so that the pipe will rest at the correct line and grade. Line and grade for pipe installation shall be maintained by the use of a laser beam projection system. The laser system shall include ability to set and adjust the grade based on a dial indication. Any proposed alternate system to maintain line and grade shall be submitted to the Engineer and approval obtained prior to use.
4. Pipe used for this project shall be subjected to factory testing at the Owner's option and Contractor's expense. Testing shall be in job lots for a maximum of 6% of pipe quantity or a minimum of 5% of pipe quantity or 2 pieces of each size in each class. Factory tests shall be hydrostatic or air tests up to 24" and hydrostatic tests for over 24", including all other material tests as specified by ASTM.

B. Wye Branches
1. The wye branches shall have approved caps or plugs factory installed on the six (6) inch branches for testing purpose. The wye branches shall be bedded and supported as detailed on the Plans.

C. Tee Branches
1. Tee branches shall only be allowed on PVC AWWA C-900 pipe. Tee branches shall have approved caps or plugs factory installed on the six (6) inch branches for testing purposes. The tee branches shall be bedded and supported as detailed on the Plans.

D. Riser Pipe
1. All riser pipes shall be constructed according to the details shown on the Plans or as ordered by the Engineer in the field.
2. Riser pipes installed in areas where house laterals are not required, or not installed yet, shall have the last length of pipe sealed with a cap or plug. Such caps or plugs shall be wired in place so as to withstand pressures during testing. Compacted No. 1 stone bedding shall be provided to support as shown on the Plans.

E. House Laterals
1. House laterals shall be 6 inch diameter, at depths of cover varying from up to 8 feet, or as shown on the Plans, at locations to be determined by the Engineer in the field. The type and class of pipe, along with bedding details are shown on the Plans.

F. Markers
   1. A two inch by 4 inch wood marker extending from the tee branch, wye branch, riser or lateral to a point one foot below the ground surface, at each shall be provided.

G. Records
   1. The location of wye branches, tee branches and riser pipes along with laterals shall be measured from the last downstream manhole and in addition, shall be located on a sketch by the use of at least two ties to existing structures, preferably the corners of the house. Such records shall identify the house and laterals by house number; the records shall be kept by the Contractor with three copies delivered to the Engineer within one day after installation. Each record of a wye branch, tee branch, riser pipe or house lateral shall be on a separate skeet. This information shall be transferred to the as-built tracings by the Contractor.

## 3.2 TRENCH SHORING/SHIELD

A. Unless otherwise specified on the plans, the Contractor will be required to provide and utilize a trench shield and/or sheeting box on all excavations which exceed 4'-0" in depth.

## 3.3 AIR TESTS, INSPECTION AND INFILTRATION OR EXFILTRATION REQUIREMENTS

A. Requirements
   1. After backfilling and prior to the final acceptance of the project, the Contractor will be required to perform the following four tests on all sewers to be built under this project.
      a. Air Tests
      b. Inspection (Lamping & Internal)
      c. Infiltration or Exfiltration
      d. Deflection Test (15" dia. and smaller)

   2. No more than 1,000 linear feet of installed sewer shall be allowed to remain untested.
   3. In view of the fact that house laterals and riser pipes often contribute considerable infiltration, such laterals and risers are to be installed and capped, tied and blocked as the work progresses, and prior to the air testing of the lines.
   4. The Contractor's testing procedures shall be completed in accordance with OSHA Standards for confined space entry. The Contractor will be required to provide and operate all equipment necessary for full compliance. Equipment such as gas detectors, safety harnesses, ventilating blowers, respirators etc., shall be provided by the Contractor.

B. Air Tests (Required for All Diameters up to and including 36")
   1. The procedures for air testing shall be as specified herein and as ordered by the Engineer. The minimum allowable time for the test pressure to decrease from 3.5 psi to 3.0 psi shall be not less than as called for in the following table:

Minimum Acceptance Times for Length Shown (min:sec)

| Pipe Diameter | Up to 100' | 100 – 200' | 200 - 300' | 300 - 500' |
|---|---|---|---|---|
| 6" | 2:50 | 2:50 | 2:50 | 2:51 |
| 8" | 3:47 | 3:47 | 3:48 | 5:04 |
| 10" | 4:43 | 4:43 | 5:56 | 7:54 |
| 12" | 5:40 | 5:42 | 8:33 | 11:24 |
| 14" | 6:36 | 7:50 | 11:45 | 15:40 |
| 15" | 7:05 | 8:54 | 13:21 | 17:48 |

| Pipe Diameter | Up to 100' | 100 – 200' | 200 - 300' | 300 - 500' |
|---|---|---|---|---|
| 16" | 7:33 | 10:20 | 15:18 | 20:41 |
| 18" | 8:30 | 12:49 | 19:14 | 25:38 |
| 20" | 9:27 | 15:54 | 23:52 | 31:49 |
| 21" | 9:55 | 17:27 | 26:11 | 34:54 |
| 24" | 11:24 | 22:48 | 34:11 | 45:35 |
| 27" | 14:25 | 28:51 | 43:16 | 57:42 |
| 30" | 17:48 | 35:37 | 53:25 | 71:13 |
| 33" | 21:33 | 43:56 | 64:38 | 86:10 |
| 36" | 25:39 | 51:17 | 76:55 | 102:34 |

2. Pipe lines in sizes up to 36 inches in diameter can be air tested from manhole to manhole for distances not to exceed 500 feet.
3. In wet trenches where pumping to lower the water table is impractical, approved perforated pipe (with approved cap) shall be placed at each manhole to extend from a point 6 inches below the lowest invert to the top of the ground. Ground water elevations will be measured at each manhole in order to calculate the groundwater pressure acting on the pipe exterior. The initial air test pressure shall be increased as necessary to overcome the calculated groundwater pressure.
4. The testing procedure outlined shall be strictly adhered to during construction.
5. All testing equipment shall be supplied by the Contractor at his expense. For the Contractor's information, some of the major equipment required for air tests is the following:
    a. Stop watch graduated in tenths of a second
    b. Compressor of 50 to 100 psi capacity
    c. Bulkheads for pipe
    d. Approximately 100 feet of 3/8" diameter air hose
    e. Pressure gauge – 0 to 5 psi graduated in $1/16^{th}$ of a pound Increments
    f. Three 3/8 inch diameter check valves.

C. Visual Inspection
1. All sewers under 36" in diameter shall be lamped manhole to manhole prior to final acceptance. The lamp shall have an output of between 250 to 500 candlepower. Lamping shall be performed after the sewer has been flushed and the inside surface wet to allow for light refraction. If fifty percent (50%) of the lamp cannot be seen from the other manhole, the Contractor will be required to televise that section at his expense.

2. All pipes 36" in diameter and larger shall be visually inspected by the Engineer prior to installation. All equipment required for the internal inspection shall be furnished by the Contractor. After installation is totally completed, the Contractor shall complete an internal television inspection of the pipe conduit. The television inspection shall be completed with the Engineer present and the full inspection shall be recorded on a VHS tape. A copy of said tape shall be provided to the Engineer. Some items of inspection are as follows:
    a. Pipe free from obstructions and debris
    b. Pipe free from cracks
    c. Pipe joints properly sealed
    d. Pipe invert is smooth and free of sags or high points
    e. Hookups, diversions and connections properly made
    f. Concrete pipe walls free from structural defects
    g. Pipes and joints free from visible signs of leakage
    h. Specified coatings properly installed

3. Pipe sections and joints not meeting all of the above requirements shall be replaced or repaired as directed by the Engineer at the Contractor's expense.

D. Infiltration Tests (Applicable Only if Ground Water is Above Pipe)
1. Infiltration tests for all sewers to be constructed under this project shall not exceed 100 gallons per inch diameter pipe mile of sewer, per 24 hours. Each individual run of sewer (from one manhole to the next manhole) shall comply with the allowable rate of infiltration. All equipment for the test shall be furnished by the Contract.
2. The allowable rate of infiltration given in gallons per mile is not to be constructed as a commitment on the part of the Owner to accept an entire line, where overall infiltration is less than the allowable, while one or more runs contribute excessive infiltration.
3. The infiltration test is intended to measure the water tightness of a sewer, as related to the infiltration of ground water, and, therefore, is only applicable if the water table level is two (2) feet above the top of the pipe.
    a. Approved perforated pipe (with an approved cap) shall be placed at each manhole to extend from a point 6 inches below the lowest invert to the top of the ground. Ground water elevations will be measured at each manhole so that the ground water level can be correlated with the infiltration measurements.
    b. Before conducting the tests, the water table should be allowed to stabilize at its normal level such that water completely surrounds the pipe during the test period. The test is usually conducted between adjacent manholes with the upstream end of the sewer bulkhead in a suitable manner to isolate the test section. All service laterals, stubs and fittings should be properly plugged or capped at the connections to the test pipe section to prevent the entrance of ground water at these locations.
    c. A V-notch weir or other suitable measuring device should be installed in the inlet pipe to the downstream manhole. Infiltrating water is then allowed to build up and level off behind the weir until steady-uniform flow is obtained. When steady flow occurs over the weir, leakage is determined by direct reading consecutively for five (5) days from graduations on the weir and converting the flow quantity to gallons per unit length of pipe per unit of time.
    d. An important factor in applying the test criteria is to properly correlate the variable water head over the length of sewer being tested to the high groundwater level. The downstream end of the test section will always be subjected to a greater external water pressure than the upstream end. To compensate for this variable external pressure,

the test pressure should be that pressure corresponding to the average head of water over the test section. A minimum of 2 feet of water over the pipe is required at the upper manhole before the infiltration test will be allowed.

4. After the advent of the first wet weather season, and prior to the acceptance of the project, the Owner will require that sections showing excessive infiltration be tested again and defective pipes, manholes, and connections be replaced or repaired at the Contractor's expense.
5. When a sewer run between two consecutive manholes or chambers is found to contribute infiltration at a rate above the allowable, inspection by television or other cameras shall be made by the Contractor and at the Contractor's expense during wet weather, so that the defective section of sewer can be located and repaired. Each individual run of sewer (from one manhole to the next manhole) shall complete with the allowable rate of infiltration of 100 gallons per inch diameter per mile of sewer per 24 hours.

E. Exfiltration Tests
1. The exfiltration test for all diameter sewers shall be as described below. Although actual infiltration will normally be less than that indicated by the water exfiltration test, the test does provide a positive means of subjecting the completed sewer system to an actual pressure test. Since sanitary sewer are not designed or expected to operate as a pressure system, care must be exercised in conducting the test and correlating the results with the allowable exfiltration limit. All equipment required for the tests shall be furnished by the Contractor.
    a. The test is usually conducted between adjacent manholes. Prior to the test, all service laterals, stubs and fittings within the test section should be plugged or capped and adequately braced or blocked to withstand the water pressure resulting from the test.
    b. If manholes are to be included in the test, the inlet pipe to each manhole should be bulkheaded and the test section filed with water through the upstream manhole. To allow air to escape from the sewer, the flow should be at a steady rate until the water level in the upstream manhole provides an average pressure of 5 psi (11.6' head) at the center point of the test section. If necessary, provisions should be made to bleed off entrapped air during the filling of the test section.
    c. Once the test section is filled, the water should be allowed to stand for an adequate period of time to allow for water absorption by the pipe and manhole. After water absorption has stabilized, the water level in the upstream manhole is brought up to the proper test level and this level established by measuring down from the manhole cover or other convenient datum point. After 6 hours, the water elevation should be measured from the same reference point and the loss of water during the test period calculated, or the water can be restored to the level existing at the beginning of the test, and the amount added used to determine the leakage.
    d. To exclude both manholes from the test, it is necessary to bulkhead the outlet pipe for the upstream manhole. Provision must be made in the bulkhead for filling the pipe and expelling trapped air.
    e. The eater level at the upstream manhole shall be computed and varies above the top of the pipe. Since the sewer is installed on a grade, the test section downstream will be subjected to a greater pressure. Therefore, the test pressure head at the upstream manhole should be adjusted such that the maximum pressure on the pipe being tested is not greater than 10 psi.

2. When a sewer run between two consecutive manholes or chambers is found to contribute infiltration at a rate above the allowable, inspection by television or other cameras shall be made by the Contractor and at the Contractor's expense during wet weather, so that the defective section of sewer can be located and repaired. Each individual run of sewer(from one manhole to the next manhole) shall comply with the allowable rate of infiltration of 100 gallons per inch diameter per mile of sewer per 24 hours.

F. Deflection Test
1. All PVC sewers constructed under this project shall be internally checked, no earlier than 30 calendar days after the trenches are backfilled, with a five percent (5%) deflection "go-no-go-pig" to determine if the pipes are deflecting. Any section of pipe unable to pass the "pig test" shall be removed and replaced at the Contractor's expense.

## 3.4 SEPARATION OF WATER MAINS AND SEWERS

A. General
1. Included in the bid prices shall be all costs required to comply with the New York State Department of Environmental Conservation Standard 38.3 for all sewer and water main crossings shown or noted on the Drawings, including any costs for complying with this code for laterals.

B. Horizontal Separation
1. Sewers shall be laid at least 10 feet horizontally from any existing or proposed water main. In cases where it is not practical to maintain a 10 foot separation, the appropriate reviewing agency many allow deviation on a case by case basis, if supported by data from the Engineer. Such deviation may allow installation of the sewer closer to a watermain if,

    a. It is laid in a separate trench, or if
    b. It is laid in the same trench with the water main located at one side of a bench of undisturbed earth, and if
    c. In either case the elevation of the top (crown) of the sewer is at least 18" below the bottom (invert) of the water main.

C. Vertical Separation
1. Sewers crossing watermains shall be laid to provide minimum vertical distance of 18" between the outside of the watermain and the outside of the sewer. This shall be the case where the watermain is either above or below the sewer. The crossing shall be arranged so that the sewer joints will be equidistant and as far as possible from the watermain joints. Where a watermain crosses under a sewer, adequate structural support shall be provided for the sewer to prevent damage to the watermain.

D. Unavailable Separation
1. When it is impossible to obtain proper horizontal and vertical separation as stipulated above, the sewer shall be either encased in concrete or constructed using acceptable water pipe, ductile iron or PVC C-900, and pressure tested to assure water tightness. This shall apply to mainline sewers, as well as 6" laterals.
2. The sewer design outlined in the contract documents will, in most instances, result in horizontal and vertical separations from water mains that are in excess of those stipulated in State Standard 38.3. However, conditions encountered in the field may make it necessary for the Engineer to order such changes, procedures, action and construction as may be

necessary to attain compliance with State Standard 38.3. To this end, alignment and depth of the proposed sewer.

END OF SECTION 333100

# SECTION 340133 - MAINTENANCE AND PROTECTION OF TRAFFIC

## PART 1 GENERAL

### 1.1 SUMMARY

Maintenance and Protection of Traffic shall consist of all work necessary to provide for the safe and efficient movement of traffic through or around work zones, and to protect workers, area vehicle operators, and pedestrians from damage to person and property which may result, directly or indirectly, from any construction operations. Maintenance and Protection of Traffic shall be completed under the direction of a trained, competent person, as shown in the contract documents and the MUTCD.

Maintenance and Protection of Traffic is required at all work zones where vehicle operators and pedestrians are within 75 ft of the work area. This includes but is not limited to construction areas within the county and local highway rights-of-way.

The duration of this work shall be from the date any work is started on the contract site, including mobilization of equipment, signs, and offices, until the date of contract final acceptance. Temporary materials and components that are furnished by the Contractor shall remain the property of the Contractor.

### 1.2 REFERENCES

A. New York State Department of Transportation (NYSDOT):
1. Standard Specifications, September 1, 2026 – Section 619 (Work Zone Traffic Control). 2. Standard Sheets, 619-10, 619-11, 619-20, and 619-60.

B. The 2026 Federal Manual of Uniform Traffic Control Devices (MUTCD) and the New York State Supplement.

### 1.3 SUBMITTALS

A. Shop Drawings: Indicate layout, of Work Zone Setups along roadways, security entrances, and parking lot intersections. Show coordination with Plant traffic and construction traffic for construction areas.

### 1.4 QUALITY ASSURANCE

A. Perform Work in accordance with NYSDOT Sept. 1, 2026 Standard Specifications, Section 619.

B. Use traffic control delineation devices meet the material requirements of NYSDOT Section 619.

C. The Contractor shall designate a work zone traffic control competent person who has the primary responsibility and sufficient authority for implementing the work zone traffic control plan and other safety and mobility aspects as necessary. The Contractor's work zone traffic control competent person shall be appropriately experienced and adequately trained in traffic control operations by recognized training programs, including the American Traffic Safety Services Association (ATSSA), the National Safety Council, unions, or construction industry associations, or by an individual instructor from such a program in accordance with the level of decisions that the individual will be required to make, reflecting current industry practices

## PART 2 PRODUCTS

### 2.1 MATERIALS

A. Furnish materials in accordance with NYSDOT, Section 619 of the Sept. 1, 2026 NYSDOT Standard Specifications. This includes construction barricades (Type II and Type III), temporary concrete barrier, road cones, warning lights, and construction barrels (drums).

## PART 3 EXECUTION

### 3.1 BASIC WORK ZONE TRAFFIC CONTROL

Work shall consist of controlling vehicle, bicycle, and pedestrian traffic over a reasonably smooth traveled way which shall be marked by signs, delineators, channelizing devices, pavement markings, and other devices as shown in the contract documents or as directed by the Owners Representative. Work after sunset and before sunrise shall include additional requirements for nighttime operations including, but not limited to, a written plan for nighttime operations, additional worker and equipment protection, additional channelizing devices and contract site patrol. The Contractor shall conduct its operations to ensure the safety and convenience of travelers as well as the safety of all workers on the contract.

Travelers include, but may not be limited to motorists (cars, heavy trucks, tractor trailers), and pedestrians. Work shall be scheduled to keep the time and distance that existing pavement is removed or substantially disturbed to a minimum and consistent with the physical requirements of the contract. Unless otherwise indicated in the contract documents, the distance over which traffic is maintained on an unpaved surface shall not exceed 1/2 mile at any one time. During

seasonal shutdown periods, no part of the roadway shall be closed to traffic unless provided for in the contract documents.

Basic work zone traffic control shall include the following:

- Maintaining the surface condition of the traveled way so that it is free of debris and dust, maintaining positive drainage.
- Maintaining the traveled way to facilitate safe, efficient travel and permit snow and ice control by others during winter months and during any period that work is suspended.
- Maintain existing road signs, markers, and temporary construction fencing.
- Installing, moving, and maintaining construction signs.
- Providing Flaggers as needed when necessary to provide adequate traffic control.
- Providing and installing pavement patching materials as needed to keep the pavement maintained for traffic.
- Installing road plates as necessary when excavations next to traffic need to be left open at the end of a workday.

## 3.2 MAINTAINING TRAVELED WAY

The Contractor shall generally maintain a traveled way suitable for moving traffic, in accordance with the contract documents and ensure construction equipment, vehicles, and materials are safely stored during non-working hours so as not to constitute a hazard to vehicles and pedestrians. Construction operations shall be conducted to ensure a minimum of delay to traffic. Stopping traffic for more than 5 minutes shall not be permitted unless specifically authorized in the contract documents or in writing by the Owner's Representative. All operations shall be carried out in a manner that provides workers with safe access to the worksite and protects workers from moving traffic. The work zone traffic control competent person shall routinely inspect all work zone traffic control equipment and devices.

## 3.3 PAVEMENT EDGE DROP-OFF PROTECTION

A drop-off is an abrupt difference in surface elevation of more than 2 inches at approximately 1V:3H or steeper.

The Contractor shall provide pavement edge drop-off protection in accordance with Drums (Barrels) spaced at 40 ft, or other approved channelizing devices. Channelizing devices used to mark drop-offs shall be placed, as practicable, to not reduce the available travel lane width, at the elevation of the open travel lane in order to provide maximum target value and visibility for motorists. A drop-off of greater than 24 inches within 10 feet from the edge of the traveled way that is 100 feet or less in length will be allowed with channelizing devices consisting of drums,

extra tall cones or oversized vertical panels only at a maximum spacing of 20 feet for short durations not to exceed one work shift. Unless otherwise noted in the contract documents, the Contractor shall begin work to eliminate unprotected drop-offs created by contract work within 7 calendar days of the completion of the work creating the drop-off. Work shall continue in a timely manner until such time as the unprotected drop-off condition is eliminated.

## 3.4 WORK ZONE ACCOMODATIONS FOR PEDESTRIANS

A. Pedestrians shall not be led into direct conflicts with work site vehicles, equipment, or operations.

B. Pedestrians should not be led into direct conflicts with mainline traffic moving around the work site.

C. Pedestrians shall be provided with an accessible path that is clearly delineated for both pedestrians and nearby traffic.

## 3.5 PLACEMENT OF TYPE III CONSTRUCTION BARRICADES

Type III construction barricades shall be installed at all locations where a segment of the roadway or sidewalk is closed to traffic. Type III construction barricades shall be maintained upright, in proper alignment and orientation. If ballast is used to maintain alignment and position of the barricade, it shall consist of dry sand contained in a closed waterproof bag, and shall be placed at ground level. Barricade rails shall be oriented such that the stripes slope downward toward the side on which traffic is to pass. If traffic may pass to either side, adjacent barricades shall be arranged such that the stripes slope downward toward each side starting at the center. Where no passage is intended or permitted, the stripes shall slope downward toward the center of the barricade or barricades.

At night, each Type III construction barricade used to close a roadway, a segment of a roadway or a sidewalk shall be equipped with one flashing warning light.

END OF SECTION 340133