



**COUNTY OF ERIE
DIVISION OF PURCHASE
MEMORANDUM**

To: All Using Departments

From: Jamie Kucewicz, Buyer

Date: May 25, 2021

Subject: SEWER MANHOLE REHABILITATION

Bid No.: 219087-002

Effective Dates: Extended through July 22, 2022

Vendor #: 165275

Vendor: NATIONAL WATER MAIN CLEANING COMPANY
25 Marshall Street
Canton, MA 02021

Contact: Dennis Sullivan

Telephone: 781-828-0863

Pricing: per attached document



COUNTY OF ERIE
MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE
VALLIE M. FERRARACCIO
DIRECTOR

May 6, 2021

National Water Main Cleaning Company
25 Marshall Street
Canton, MA 02021
Attn: James W. Fleming

Re: Bid #219087-002 – "Sewer Manhole Rehabilitation"

Dear Mr. Fleming:

The County of Erie wishes to extend this agreement for additional work under the same prices, terms and conditions as the original agreement. This extension will be effective through July 22, 2022.

Extension is provided for per paragraph 26, Page 5 of 6 of the "Instructions to Bidders". This offer is for your immediate consideration and acceptance. Please indicate below whether you agree to extend or do not wish to extend. Please respond within seven days upon receipt of this request.

After approval and execution by the County, a fully signed copy will be returned to you for your files.

XX Yes, I agree to extend _____ No, I do not wish to extend

Company Name: National Water Main Cleaning Co.

Representative (Please print) Dennis P. Sullivan Title: Executive Vice President

Signature: [Signature] Date: May 24, 2021

Sincerely,

[Signature]
James D. Kucewicz
Buyer

[Signature]
Vallie M. Ferraraccio
Director of Purchase
5/24/2021
DATE



County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

STANDARD AGREEMENT

This AGREEMENT, made as of the 30th DAY OF MAY, 2019

by and between NATIONAL WATER MAIN CLEANING CO.

of 25 MARSHALL STREET, CANTON, MA 02021

herein after referred to as the Contractor, and the County of Erie, a municipal corporation of the State of New York, hereinafter referred to as the County:

WHEREAS, in accordance with public open competitive bidding, sealed proposals were received and publicly opened by the County of Erie, Division of Purchase

on MAY 10, 2019 at 11:00AM

for: SEWER MANHOLE REHABILITATION

WHEREAS, the bid of the Contractor submitted in accordance therewith, the sum of \$81,200.00, was the lowest responsible bid submitted; and

WHEREAS, a contract is hereby awarded to the Contractor by the County, in accordance with the provisions therein contained; and

WHEREAS, the Notice to Bidders and Specifications make provisions for entering into a proper and suitable contract in connection therewith;

NOW, therefore, the Contractor does hereby for its heirs, executors, administrators and successors agree with the County of Erie that, the Contractor shall for the consideration mentioned, and in the manner set forth in Accepted Invitation to Bid No. 219087-002, Specifications and Provisions of Law annexed hereto and forming a part of this contract, furnish the equipment and materials and perform the work and services described in the Accepted Bid for the above sum.

_____ Paid monthly upon presentation of invoices.


_____ Upon delivery, completion and approval of the
work, as per specifications.

Please refer to the Invitation to Bid (Page 1) and the Instructions to Bidders which are part of this agreement.

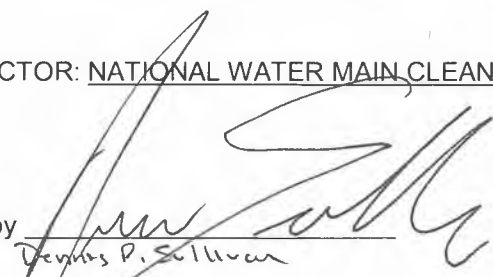
IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals the day and year first
above written.

COUNTY OF ERIE

CONTRACTOR: NATIONAL WATER MAIN CLEANING CO.

by 
Director of Purchase

Date 7/18/2019

by 
Dennis P. Sullivan

Title Executive Vice President

Date June 18, 2019

APPROVED AS TO FORM

Electronically Approved

Assistant County Attorney
County of Erie, New York

Date _____

CERTIFICATE OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of **National Water Main Cleaning Co.**
(name of corporation)

held on **October 31, 2018** Directors were present or waived notice, it was voted that **Dennis P. Sullivan**
(date)

Executive Vice President of this company be and hereby is authorized to execute contracts and bonds
(name and title)

in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution
of any contract or bond of obligation in this company's name on its behalf of such **Executive Vice President**
(OFFICER)
under seal of the company shall be valid and binding upon this company.

A TRUE COPY,

ATTEST:



Place of Business:

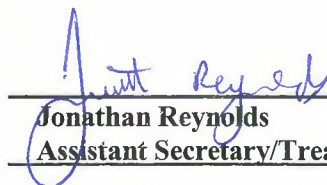
25 Marshall Street

Canton, MA 02021

I, Jonathan Reynolds hereby certify that I am the **Assistant Secretary/Treasurer** of **National Water Main Cleaning Co.**
(Title) (Name
of Corporation)

that **Dennis P. Sullivan** is the duly elected **Executive Vice President** of said
(Name of Officer) (Title)
company, and the above vote has not been amended or rescinded and remains in full force and effect as of the
date of this contract.

Signature:


Jonathan Reynolds
Assistant Secretary/Treasurer

Name/Title:

Date:

June 18, 2019

(Corporate Seal)



COUNTY OF ERIE
MARK POLONCARZ
COUNTY EXECUTIVE
DIVISION OF PURCHASE
INVITATION TO BID

Bids, as stated below, will be received and publicly opened by the Division of Purchase in accordance with the attached specifications. FAX bids are unacceptable. Bids must be submitted in a sealed envelope to:

County of Erie
Division of Purchase
Attention: James D. Kucewicz, Buyer, 716-858-6336
95 Franklin Street, Room 1254
Buffalo, New York 14202-3967

NOTE: Lower left hand corner of envelope **MUST** indicate the following:

BID NUMBER: 219087-002

OPENING DATE: Friday, May 10, 2019 TIME: 11:00 AM

FOR: ECSD No. 2 & 3, Contract 81 – Sewer Manhole Rehabilitation

NAME OF BIDDER:

If you are submitting other Invitations to Bid, each bid must be enclosed in a separate envelope.

Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

- X EXHIBIT "A" - Assignment of Public Contracts
- X EXHIBIT "B" - Purchases by Other Local Governments or Special Districts
- X EXHIBIT "C" - Construction/Reconstruction Contracts
- X EXHIBIT "D" - 5% Bid Bond (Formal Bid)
- X EXHIBIT "F" - Standard Agreement
- X EXHIBIT "G" - Non-Collusive Bidding Certification
- X EXHIBIT "PW" – New York State Prevailing Wage
- X EXHIBIT "H" - MBE/ WBE Commitment 10% MBE 2% WBE
- X EXHIBIT "IC" - Insurance Classification "A"
- X EXHIBIT "P" & EXHIBIT "PBI" - Performance Bond 100%
- X EXHIBIT "J" - Confined Space Certification
- X EXHIBIT "K" - Erie County Equal Pay Certification
- X EXHIBIT "L" - Certificate of Experience
- X EXHIBIT "M" - General Contract Conditions
- X EXHIBIT "N" - Specific Contract Conditions
- X EXHIBIT "O" - Technical Specifications (Div. 1, 2, Appendix)

County of Erie
DIVISION OF PURCHASE
NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;

(2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this 7 day of May, 20 19

TERMS Net 30 DELIVERY DATE AT DESTINATION TBD

FIRM NAME National Water Main Cleaning Co.

ADDRESS 25 Marshall Street

Canton, MA

ZIP 02021

AUTHORIZED SIGNATURE 

TYPED NAME OF AUTHORIZED SIGNATURE Dennis P. Sullivan

TITLE Executive Vice President TELEPHONE NO. 781-828-0863

(Rev. 1/2000)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

Ship to: County of Erie
Attention:
Address:

[illegible]

81200.⁰⁰

76200

National Water Main Cleaning Co.

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

ADDITIONAL SPECIFICATIONS FOR THIS PROJECT

All Bidders shall Print Invitation to Bid Document pages 1-31, Complete all applicable Forms and Submit all pages of Bid Document, see Instruction to Bidders.

THIS IS A NEW YORK STATE PREVAILING WAGE PROJECT SEE EXHIBIT PW FOR PRC #.

MBE/WBE UTILIZATION COMMITMENT IS REQUIRED, FOLLOW LINK TO MBE AND WBE RESOURCE LISTS
<http://www2.erie.gov/eeo/index.php?q=mbewbe-resources>

THE SCOPE OF WORK, DESCRIPTION OF BID ITEMS, WORK LOCATIONS, GENERAL REQUIREMENTS, SPECIFIC CONTRACT CONDITIONS, SUBMITTALS, QUALIFICATIONS, WARRANTY, INSTALLATIONS, SUBSTITUTIONS, ETC., INFORMATION CAN BE FOUND ON EXHIBITS M, N AND O.

SUBSTANTIAL COMPLETION OF THE CONTRACT IS 60 DAYS FROM THE NOTICE TO PROCEED.

THIS PROJECT WILL BE SUBJECT TO FUNDING AVAILABILITY AND THE COUNTY RESERVES THE RIGHT TO DELETE THE ALTERANATE BID ITEM NO. 4 FROM THE CONTRACT.

ALL CONTINGENCY FUNDS MUST BE APPROVED IN ADVANCE IN WRITING BY THE COUNTY ENGINEER.

A PRE-BID MEETING WILL BE HELD ON THURSDAY, APRIL 25, 2019, AT 9:00 AM AT SOUTHTOWNS WRRF, 3690 LAKESHORE RD, HAMBURG, NY 14219, FOLLOWED BY A SITE VISIT TO THE EIGHTEENMILE CREEK BANK MANHOLE, WHICH HAS UNIQUE ACCESS AND CONDITIONS IN THIS CONTRACT AS A BID ALTERNATE, MEET AT THE TAYLOR RD PARK, 6765 TAYLOR RD, HAMBURG, NY 14075.

FOR QUESTIONS CONTACT:
NADINE WETZEL, P.E. AT 716-858-6145. OR NADINE.WETZEL@ERIE.GOV

County of Erie
DIVISION OF PURCHASE
INSTRUCTIONS TO BIDDERS (FORMAL)

1. BID SHALL BE SUBMITTED ON THESE COUNTY OF ERIE BID FORMS or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.
2. LATE PROPOSALS. Any bids received in the Erie County Division of Purchase after the date and time prescribed will not be considered for contract award.
3. EMERGENCY CLOSINGS. In the event the closing of certain County facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Division of Purchase control, only bids received in the Division of Purchase prior to the date and time or postmarked as of the date prescribed will be considered for contract award.
4. ANY CHANGE IN WORDING OR INTERLINEATION BY A BIDDER OF THE INQUIRY AS PUBLISHED BY THE COUNTY OF ERIE shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.
5. THE COUNTY RESERVES THE RIGHT TO REJECT any and all bids, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids. The County does not obligate itself to accept the lowest or any other proposal.
6. AWARD TO THE LOWEST RESPONSIBLE BIDDER. For the purpose of determining which bidder is the lowest qualified responsible bidder, it shall be the lowest three bidders' responsibility, within FIVE DAYS of being so notified by the Division of Purchase, to present information and documentation to the Division of Purchase, to satisfy the County that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.
7. CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.
8. This EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid:

IT IS UNDERSTOOD BY THE PARTIES THAT THIS AGREEMENT SHALL BE EXECUTORY ONLY TO THE EXTENT OF THE MONIES AVAILABLE TO THE COUNTY OF ERIE AND APPROPRIATED THEREFOR, AND NO LIABILITY ON ACCOUNT THEREOF SHALL BE INCURRED BY THE COUNTY BEYOND THE MONIES AVAILABLE AND APPROPRIATED FOR THE PURPOSE THEREOF.
9. FAILURE TO MEET DELIVERY SCHEDULE as per accepted bid may result in legal action by the County of Erie to recover damages.
10. PRICES SHALL BE QUOTED F.O.B. DESTINATION AND DELIVERED INSIDE. "Tailgate delivery" will not be accepted unless specified by the County.
11. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE COUNTY. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the bid. There will be no additional charges for delivery.
12. NO TAXES ARE TO BE BILLED TO THE COUNTY. Bids shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The County of Erie Purchase Order is an exemption certificate. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net bid.
13. THE SUCCESSFUL BIDDER shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision of regulatory body which may apply to its performance under this contract.

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

County of Erie

DIVISION OF PURCHASE

14. GRATUITIES, ILLEGAL OR IMPROPER SCHEMES. The County may terminate this agreement if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any County official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of this agreement. The County may also terminate this agreement if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of this agreement. In the event that it is determined that said improper or illegal acts occurred, the County shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.

15. INSURANCE shall be procured by the Successful Bidder before commencing work, no later than 14 days after notice of award and maintained without interruption for the duration of the Contract, in the kinds and amounts specified in Exhibit IC, unless otherwise stipulated in these Bid Specifications. IF THE INSURANCE IS NOT PROVIDED IN ACCEPTABLE FORM WITHIN THIS PERIOD OF TIME, THEN THE DIRECTOR OF PURCHASE MAY DECLARE THE VENDOR NONRESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOW RESPONSIBLE BIDDER.

CERTIFICATES OF INSURANCE shall be furnished by the successful bidder on Erie County Standard Insurance Certificate, Exhibit IC.

16. ANY CASH DISCOUNT which is part of bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The County policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the County will take the discount when payment is made. The County will not pay any interest charges, nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net.

17. CHANGES IN THE WORK. The County may, as the need arises, through the Director of Purchase, order changes in the work through additions, deletions, or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the contractor and County through the Director of Purchase.

18. BID OFFERING MATERIAL OTHER THAN THAT OF SPECIFIED MANUFACTURER OR TRADE NAME will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a bidder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used equally well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications on file or approved equal.

19. IF MATERIAL OR SERVICES OTHER THAN THOSE SPECIFIED IN THIS BID DOCUMENT ARE OFFERED, the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information in duplicate:

- (a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Division of Purchase, sufficient detail is not presented as a part of the sealed bid to permit definitive evaluation of any substitute item, the bid will not be considered.
- (b) Descriptive literature of item offered, for evaluation.
- (c) List of installations in Erie County of the item offered.
- (d) List of other installations.

20. ANY ADDITIONAL INFORMATION for which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.

21. WORKMANSHIP MUST MEET WITH THE APPROVAL OF THE DEPARTMENT HEAD(S) INVOLVED, AND SHALL BE FIRST CLASS in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what stage of completion, may be rejected and shall be made good by the contractor at his own expense.

County of Erie

DIVISION OF PURCHASE

23. THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded, may withdraw his bid by serving written notice of his intention to do so upon the Division of Purchase. Upon withdrawal of the bid pursuant to this paragraph, the Division of Purchase will forthwith return the bidder's security deposit.

24. PRICES CHARGED TO THE COUNTY OF ERIE are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.

25. PRICE IS FIRM. The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.

26. EXTENSION OF PRICE PROTECTION. Any contract entered into pursuant to this bid to supply the County's requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful bidder and the County. All extensions shall be submitted in writing and shall have prior approval by the County of Erie, Director of Purchase.

27. IN EXECUTING THIS BID, THE BIDDER AFFIRMS that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.

28. ACCOUNTABILITY. The undersigned shall be fully accountable for his or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, or its officers, will 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 his performance.

29. TERMINATION OF CONTRACT:

a. This agreement may be terminated by either party upon seven (7) days written notice, should the party fail substantially to perform in accordance with its terms, through no fault of the party initiating the termination.

b. At its option, the County may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the County.

c. In the event of termination for any reason other than the fault of the Contractor, or the nonavailability of funds as

provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.

30. THE SUCCESSFUL BIDDER TO WHOM THE BID IS AWARDED SHALL INDEMNIFY AND HOLD HARMLESS the County of Erie and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.

31. STATUS AS AN INDEPENDENT CONTRACTOR: The successful Bidder to whom the bid is awarded and the County agree that the Bidder and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Bidder covenants and agrees that neither the Bidder nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

32. GOVERNED BY NEW YORK LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

(Rev. 1/09)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

County of Erie

DIVISION OF PURCHASE

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME National Water Main Cleaning Co.

ADDRESS OF PRINCIPAL OFFICE STREET 1806 Newark Turnpike

CITY Kearny

AREA CODE 973 PHONE 483-3200 STATE NJ ZIP 07032

Check one: CORPORATION xx PARTNERSHIP _____ INDIVIDUAL _____

INCORPORATED UNDER THE LAWS OF THE STATE OF New Jersey

If foreign corporation, state if authorized to do business in the State of New York:

YES xx NO _____

TRADE NAMES: National Water Main Cleaning Co

ADDRESS OF LOCAL OFFICE STREET 25 Marshall Street

CITY Canton

AREA CODE 781 PHONE 828-0863 STATE MA ZIP 02021

NAMES AND ADDRESSES OF PARTNERS:

See Attached



NATIONAL WATER MAIN CLEANING CO.

Specializing in today's needs for environmental protection.

1806 Newark Turnpike • Kearny, NJ 07032 • Phone: 973-483-3200 • Fax: 973-483-5065 • E-Mail: office@nwmcc.com
25 Marshall Street • Canton, MA 02021 • Phone: 781-828-0863 • Fax: 781-828-4397 • E-Mail: boston@nwmcc.com

List of Company Executives:

President:

Salvatore F. Perri
1806 Harrison Avenue
Kearny, NJ 07032

Executive Vice President:

James O. Iounsbury
1806 Harrison Avenue
Kearny, NJ 07032

Executive Vice President:

Dennis P. Sullivan
25 Marshall Street
Canton, MA 02021

Vice President:

Joseph Perone
1806 Harrison Avenue
Kearny, NJ 07032

Vice President:

Hercules Anastasiadis
25 Marshall Street
Canton, MA 02021

Secretary/Treasurer:

Raymond R. Lindsley
1806 Harrison Avenue
Kearny, NJ 07032

Assistant Secretary/Treasurer:

Jonathan Reynolds
25 Marshall Street
Canton, MA 02021



County of Erie

MARK POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

ASSIGNMENT OF PUBLIC CONTRACTS

GENERAL MUNICIPAL LAW - Section 109:

1. A clause shall be inserted in all specifications of contracts hereafter made or awarded by an officer, board or agency of a political subdivision, or any district therein, 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.

2. 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, without the previous written consent specified in subdivision one (1) 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 may be, and such officer, board or agency shall be relieved and discharged from 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 assignee, transferee or sublessee shall forfeit and lose all monies, 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 the State.

NO ASSIGNMENT OF ANY AGREEMENT pursuant to this bid shall be made without specific prior approval, in writing, by the Erie County Director of Purchase.

(Rev. 12/01/93)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395



COUNTY OF ERIE

MARK POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

PURCHASES BY OTHER LOCAL GOVERNMENTS OR SPECIAL DISTRICTS

The Erie County Legislature has adopted the following resolution for the purpose of allowing the following-named local governmental or school districts to make purchases through the County bidding procedures.

Under the following conditions, the Director of Purchase may make purchasing services available to the following 88 participants:

1. When in the opinion of the Director of Purchase it will not create any burden or hardship upon the County and the anticipated prices will not be adversely affected thereby, the Director is authorized when he deems appropriate and as may be requested by the participants to provide in any particular County bid specification that the participants in Erie County shall have the right to make purchases based upon the bids received by the County.
2. The County Purchase Director, within the limits of his time and manpower, shall disseminate relevant contract information to the participants.
3. The participants in County contracts will issue purchase orders directly to vendors within the specified contract period referencing the County contract involved and be liable for any payments due on such purchase orders.

Bidders shall take notice that as a condition of the award of a County contract pursuant to these specifications, the successful bidder agrees to accept the award of a similar contract with any of the participants in Erie County if called upon to do so. The County, however, will not be responsible for any debts incurred by participants pursuant to this or any other agreement.

Necessary deviations from the County's specifications in the award of a participant's contract, particularly as such deviations may relate to quantities or delivery point, shall be a matter to be resolved between the successful bidder and participants. All inquiries regarding prospective contracts shall be directed to the attention of:

AKRON CENTRAL SCHOOL DISTRICT, District Clerk, 47 Bloomingdale Ave., Akron, NY 14001
AKRON VILLAGE OF, Clerk-Treasurer, 21 Main St., Akron, NY 14001
ALDEN CENTRAL SCHOOL DISTRICT, District Clerk, 13190 Park St., Alden, NY 14004
ALDEN TOWN OF, Town Clerk, Town Hall, 11901 Broadway, Alden, NY 14004
ALDEN VILLAGE OF, Village Clerk, 13336 Broadway, Alden, NY 14004
AMHERST CENTRAL SCHOOL DISTRICT, Business Manager, 4301 Main St., Amherst, NY 14226
AMHERST TOWN OF, Highway Superintendent, Town Hall, 5583 Main St., Williamsville, NY 14221
AMHERST TOWN OF, Town Supervisor, Town Hall, 5583 Main St., Williamsville, NY 14221
ANGOLA VILLAGE OF, Clerk-Treasurer, 41 Commercial St., Angola, NY 14006
AURORA TOWN OF, Town Clerk, Town Hall, 5 S. Grove St., E. Aurora, NY 14052
BLASDELL VILLAGE OF, Clerk-Treasurer, 121 Miriam St., Blasdell, NY 14219
BOCES, ERIE #1, Clifford N Crooks Svc. Ctr., 355 Harlem Rd. West Seneca NY 14224-1892
BOCES, ERIE CATTARAUGUS #2, Assistant Superintendent, 3340 Baker Rd., Orchard Park, NY 14127
BOSTON TOWN OF, Town Clerk, Town Hall, 8500 Boston State Rd., Boston, NY 14025
BRANT TOWN OF, Town Clerk, Town Hall, Brant North Collins Rd., Brant, NY 14027
BUFFALO BOARD OF EDUCATION, Purchasing Agent, 408 City Hall, Buffalo, NY 14202
BUFFALO CITY OF, Division of Purchasing, 1901 City Hall, Buffalo, NY 14202
BUFFALO SEWER AUTHORITY, General Manager, 1038 City Hall, Buffalo, NY 14202-3378
CHEEKTOWAGA CENTRAL SCHOOL DISTRICT, 3600 Union Rd., Cheektowaga, NY 14225
CHEEKTOWAGA-MARYVALE UNION FREE SCHOOL DIST., DIST., CLERK, 1050 MARYVALE DR., CHEEKTOWAGA, NY 14225-2386
CHEEKTOWAGA-SLOAN UNION FREE SCHOOL DISTRICT, District Clerk, 166 Halstead Ave., Sloan, NY 14212-2295
CHEEKTOWAGA TOWN OF, Town Hall, Broadway & Union Rds., Cheektowaga, NY 14227
CLARENCE CENTRAL SCHOOL DISTRICT, Business Administrator, 9625 Main St., Clarence, NY 14031-2083
CLARENCE TOWN OF, Town Clerk, 1 Town Place, Clarence, NY 14031

CLEVELAND HILL FIRE DISTRICT NO. 6, Secretary, 440 Cleveland Dr., Cheektowaga, NY 14225
 CLEVELAND HILL U.F.S.D. @ CHEEKTOWAGA, Business Manager, Mapleview Dr., Cheektowaga, NY 14225
 COLDEN TOWN OF, Deputy Town Clerk, Town Hall, S-8812 State Rd., Colden, NY 14033
 COLLINS TOWN OF, Supervisor, Town Hall, P.O. Box 420, Collins, NY 14035
 CONCORD TOWN OF, Town Clerk, Town Hall, Springville, NY 14141-0187
 DEPEW UNION FREE SCHOOL DISTRICT, District Clerk, 591 Terrace Blvd., Depew, NY 14043
 DEPEW VILLAGE OF, Village Clerk, Municipal Building, 85 Manitou St., Depew, NY 14043
 EAST AURORA VILLAGE OF, Village Clerk, Village Hall, 571 Main St., East Aurora, NY 14052
 EDEN TOWN OF, Town Clerk, 2795 East Church St., Eden, NY 14057
 EGGERTSVILLE FIRE DISTRICT, Secretary/Treasurer, 1880 Eggert Rd., Eggertsville, NY 14226-2233
 ELLWOOD FIRE DISTRICT #1, Secretary, Town of Tonawanda, 1000 Englewood Ave., Kenmore, NY 14223
 ELMA TOWN OF, Town Clerk, Town Hall, 1600 Bowen Rd., Elma, NY 14059
 ERIE COUNTY WATER AUTHORITY, Central Processing, 3030 Union Rd., Buffalo, NY 14227
 EVANS TOWN OF, Town Clerk, 42 N. Main St., Angola, NY 14006
 FARNHAM VILLAGE OF, Village Clerk-Treasurer, 526 Commercial St., Farnham, NY 14061
 FORKS FIRE DISTRICT #3, Commissioner, Town Cheektowaga, 3330 Broadway, Cheektowaga, NY 14227
 GOWANDA VILLAGE OF, Clerk/Treasurer, 27 East Main St., Gowanda, NY 14070
 GRAND ISLAND CENTRAL SCHOOL DISTRICT, District Clerk, 1100 Ransom Rd, Grand Island, NY 14072
 GRAND ISLAND TOWN OF, Town Clerk, 2255 Baseline Rd., Grand Island, NY 14072
 HAMBURG TOWN OF, Town Clerk, S-6100 S. Park Ave., Hamburg, NY 14075
 HAMBURG VILLAGE OF, Village Clerk/Treasurer, 100 Main St., Hamburg, NY 14075
 HOLLAND FIRE DISTRICT #1, Town of Holland, Holland, NY 14080
 HOLLAND TOWN OF, Town Clerk, 47 Pearl St., Holland, NY 14080
 HOPEVALE UNION FREE SCHOOL DISTRICT, District Clerk, 3780 Howard Rd., Hamburg, NY 14075
 IROQUOIS CENTRAL SCHOOL DISTRICT, Griddle Rd., Elma, NY 14059
 KENILWORTH FIRE DISTRICT #2, Commissioner, Tn. Tonawanda, 84 Hawthorne Ave., Buffalo, NY 14223
 KENMORE-TN OF TONAWANDA UNION FREE SCHOOL DISTRICT, district Clerk, 1500 Colvin Blvd., Buffalo, NY 14223
 KENMORE VILLAGE OF, Village Clerk-Treasurer, Municipal Building, Kenmore, NY 14217
 LACKAWANNA CITY OF, City Clerk, Lackawanna City Hall, 714 Ridge Rd., Lackawanna, NY 14218
 LAKE VIEW FIRE DISTRICT, Fire Commissioner, P.O. Box 145, Lake View, NY 14085
 LANCASTER TOWN OF, Town Clerk, 21 Central Avenue, Lancaster, NY 14086
 LANCASTER VILLAGE OF, Clerk-Treasurer, Municipal Building, 5423 Broadway, Lancaster, NY 14086
 MARILLA TOWN OF, Marilla Town Hall, 1740 Two Rod Rd., Marilla, NY 14102
 NEWSTEAD TOWN OF, Town Clerk, Town Hall, P.O. Box 227, Akron, NY 14001
 NIAGARA FRONTIER TRANSPORTATION AUTHORITY, 181 Ellicott St., Buffalo, NY 14205
 NORTH COLLINS TOWN OF, Town Clerk 2015 Spruce St., North Collins, NY 14111
 NORTH COLLINS VILLAGE OF, Village Clerk, 10543 Main St., North Collins, NY 14111
 ORCHARD PARK CENTRAL SCHOOL DIST, Asst. Supt. Bus. & Support Svcs, 3330 Baker Rd, Orchard Park, NY 14127
 ORCHARD PARK TOWN OF, Town Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127
 ORCHARD PARK VILLAGE OF, Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127
 SARDINIA TOWN OF, Town Clerk, Town Hall, Savage Rd., Sardina, NY 14134
 SHERIDAN PARK FIRE DISTRICT NO. 4, Secretary, 738 Sheridan Dr., Tonawanda, NY 14150
 SLOAN VILLAGE OF, Clerk Treasurer, 425 Reiman St., Sloan, NY 14212
 SNYDER VOL. FIRE DEPT., Fire Commissioner, 4531 Main Street, Snyder, NY 14226
 SOUTH LINE FIRE DISTRICT #10, Fire Commissioner, 1049 S. French Rd., S. Cheektowaga, NY 14227
 SOUTH WALES FIRE DISTRICT #1, Secretary/Treasurer, P.O.Box 94, South Wales, NY 14139
 SPRING BROOK FIRE DISTRICT #1, Secretary, P.O. Box 97, Spring Brook, NY 14140
 SPRINGVILLE VILLAGE OF, Clerk Treasurer, Village Office, 5 W. Main St., Springville, NY 14141
 SWEET HOME CENTRAL SCHOOL DISTRICT, Dir. Finance & Plant Svcs. 1901 Sweet Home Rd, Amherst, NY 14228
 TONAWANDA CITY OF, Mayor, 200 Niagara St., Tonawanda, NY 14150
 TONAWANDA CITY OF, Superintendent, 150 Fillmore Avenue, Tonawanda, NY 14150
 TONAWANDA CITY SCHOOL DISTRICT, DISTRICT CLERK, 202 BROAD ST., TONAWANDA, NY 14150-2098
 TONAWANDA TOWN OF, Town Clerk, Municipal Building, Kenmore, NY 14217
 U-CREST FIRE DISTRICT #4, Fire Commissioner, 255 Clover Place, Cheektowaga, NY 14225
 UNION FREE SCHOOL DISTRICT, Dist. Clerk, Tn. Tonawanda, 1500 Colvin Blvd., Kenmore, NY 14223
 WALDEN FIRE DISTRICT #2, 20 Pine Ridge Road, Fire Commissioner, Cheektowaga, NY 14211
 WALES TOWN OF, Town Clerk, Big Tree Rd., Wales Center, NY 14169
 WEST SENECA CENTRAL SCHOOL DIST, district Treasurer, 1397 Orchard Park Rd., W. Seneca B Y 14224-4098
 WEST SENECA FIRE DISTRICT #4, Fire Commissioner, 100 Lein Rd., West Seneca, NY 14224
 WEST SENECA FIRE DISTRICT #5, Fire Commissioner, 2801 Seneca St., West Seneca, NY 14224
 WEST SENECA TOWN OF, Town Clerk, 1250 Union Road, West Seneca, NY 14224
 WILLIAMSVILLE, CTRAL SCHOOL DIST., DIST., CLERK, 105 Casey Rd, PO Box 5000, E Amherst NY 14051
 WILLIAMSVILLE VILLAGE OF, 5565 Main St., P.O. Box 1557, Williamsville, NY 14231-1557
 WYOMING, COUNTY OF, Office of the Board of Supervisors, 143 N. Main St., Warsaw, NY 14569
 REV. 2-06



County of Erie
 MARK POLONCARZ
 COUNTY EXECUTIVE
 DIVISION OF PURCHASE
CONSTRUCTION/RECONSTRUCTION CONTRACTS

1. DISCRIMINATION. The successful bidder agrees:

(a) that 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, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

(b) that 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, sex or national origin;

(c) that there may be deducted from the amount payable to the contractor by the County of Erie under this contract a penalty of fifty 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) that this contract may be cancelled or terminated by the County of Erie and all monies 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.

(N.Y. State Labor Law Article 8 Section 220-e)

(f) Provisions of the State Law Against Discrimination also prohibit discrimination in employment because of age.

2. CONSTRUCTION, RECONSTRUCTION, OR REPAIR CONTRACTS FOR PUBLIC WORKS FACILITIES are subject to minimum wage rates, as established by the State of New York Department of Labor. The successful bidder on any contract for public works to which the provisions of the New York State Labor Law Article 8 apply agrees that:

(a) 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 the 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 cases of extraordinary emergency including fire, flood or danger to life or property.

(Section 220, subd. 2, N.Y. State Labor Law)

(b) Each laborer, workman or mechanic employed by the contractor, subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the contract shall be paid not less than the hourly minimum rate of wage and provided supplements not less than the prevailing supplements as designated by the New York State Industrial Commission.

(Section 220, subd. 3, N.Y. State Labor Law)

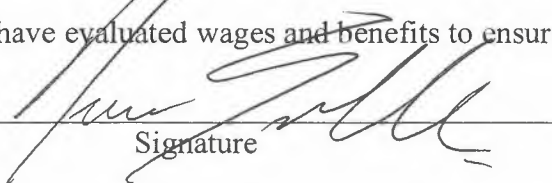
Wage and supplement rates are on file in the Division of Purchase.

3. AFFIRMATIVE ACTION PROGRAM AFFECTING CONSTRUCTION CONTRACTS. The Erie County Legislature has adopted a resolution directing that County Construction Contracts require the contractor to take affirmative action to secure equal opportunity for minority group workers and to comply with the Affirmative Action Program of the County of Erie. The Legislative resolution provides that a contract for the purchase of equipment involving installation work by building trade employees shall be considered a construction contract if the number of such employees on the job site shall at any time exceed ten (10). If the contractor intends to have more than ten (10) such employees on the job site at any one time, it shall be the contractor's obligation to make a written request to the Director of the Division of Purchase for a copy of the special conditions pertaining to affirmative action. The contractor shall not, at any time, place more than ten (10) such employees on the job site except in compliance with the said resolution and the said special conditions.

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"). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. 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 Federal Equal Pay Law.


Signature

Verification

STATE OF Massachusetts)
COUNTY OF Norfolk) SS:

A)

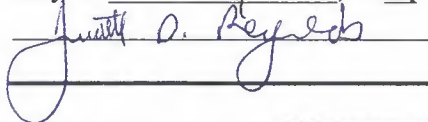
_____, being duly sworn, states he or she is the owner of (or a partner in) _____, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

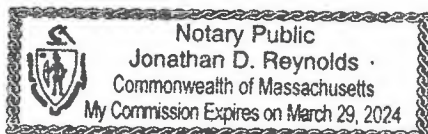
B)

Dennis P. Sullivan, being duly sworn, states that he or she is the Name of Corporate Officer Executive Vice President, of National Water Main Cleaning Co., 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 7

Day of May, 2019





NEW YORK STATE PREVAILING WAGE

*On contracts which are subject to New York Department of Labor Prevailing Wage laws and regulations, the contractor is required to submit certified payroll record every thirty (30) days after the issuance of your first payroll under this contract. Required forms are available at the New York Department of Labor's website <https://www.labor.state.ny.us/formsdocs/wp/pw12.pdf>.

This project's PRC# 2019003848.

In addition, if applicable, contractor is required to attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted and on each succeeding payroll where any new or additional employee is first listed.

Records are to be submitted as directed in your award letter.

Failure to submit the legally required records will result in delayed payments.

Division of Purchase
EEO Compliance Place Card

Date Sent 5 / 30 / 19

Buyer JK

Bid # 219087-002

Bid Title Sewer Manhole Rehabilitation

Comments:

EEO Sign-off Tom L Burnett Date 6 / 6 / 19

BID WILL NOT BE CONSIDERED IF THIS FORM IS NOT SUBMITTED WITH BID AS REQUIRED, REGARDLESS OF THE BID AMOUNT.

BID NO.: 219087-002
BID DATE: May 10, 2019

ERIE COUNTY MINORITY/ WOMEN BUSINESS ENTERPRISE UTILIZATION REPORT - PART A

COMPANY: National Water Main Cleaning Co.
AUTHORIZED REPRESENTATIVE: Dennis P. Sullivan
ADDRESS: 25 Marshall St. Canton, MA 02021
TELEPHONE NUMBER: (781) 828-0863
BID NAME: Sewer Manhole Rehabilitation

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

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

II. List all bona fide Minority/Women Business Enterprise subcontractors and suppliers solicited, contracted, or presently negotiating a contract in accordance with the minority business utilization goal set forth by the County of Erie. (Attach additional sheets if necessary.)

MBE/WBE OWNED FIRMS	SUPPLY/SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
Name: <u>US Traffic Control</u> Address: <u>100 Firetower Dr.</u> <u>Tonawanda, NY 14150</u> Telephone No. <u>716-695-9000</u> IRS # <u>46-0693942</u>	<u>Service</u>	<u>1624.⁰⁰</u>	<u>WBE</u>	YES _____ NO <u>X</u>	
Name: <u>Troguots Bar Corp.</u> Address: <u>155 Commerce Drive</u> <u>Jackwanua, NY 14218</u> Telephone No. <u>716-822-8205</u> IRS # <u>16-1570355</u>	<u>Supply</u>	<u>8120.⁰⁰</u>	<u>MBE</u>	YES _____ NO <u>X</u>	

MBE/WBE OWNED FIRMS	SUPPLY/SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
---------------------	----------------	-----------------------	------------------------	----------------------	---

Name: _____

YES _____

Address: _____

NO _____

Telephone No. _____

IRS # _____

Name: _____

YES _____

Address: _____

NO _____

Telephone No. _____

IRS # _____

Name: _____

YES _____

Address: _____

NO _____

Telephone No. _____

IRS # _____

III. Total Dollar Amount to be subcontracted to
Minority Business Enterprise(s).
Women Business Enterprise(s).

\$ 8120.⁰⁰
\$ 1624.⁰⁰

IV. Total Amount of Bid

\$ 81200.⁰⁰

V. MBE Percent (%) of project bid
WBE Percent (%) of project bid

% 10
% 2

VI. YOU MUST ATTACH COPIES OF RELEVANT CORRESPONDENCE
AND DOCUMENTS, INCLUDING RETURN RECEIPTS.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

May 8, 2019
DATE

(01/09)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/18/2019

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 have ADDITIONAL INSURED provisions or 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
Arthur J. Gallagher Risk Management Services, Inc.
2850 Golf Road
Rolling Meadows IL 60008

CONTACT NAME: Christina Zumrick, Client Service Manager
PHONE (A/C, No, Ext): 630.694.5458 FAX (A/C, No):
E-MAIL: Christina_zumrick@ag.com
ADDRESS: Christina_zumrick@ag.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Zurich American Insurance Company

16535

INSURER B: American Zurich Insurance Company

40142

INSURER C: American Guarantee and Liability Ins Co

26247

INSURER D:

INSURER E:

INSURER F:

INSURED CARCOR-04
National Water Main Cleaning Company
25 Marshall Street
Canton, MA 02021-2479

COVERAGES

CERTIFICATE NUMBER: 780458132

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRC: <input type="checkbox"/> JEC: <input type="checkbox"/> LOC: <input type="checkbox"/> OTHER: <input type="checkbox"/>	Y	Y	GLO 9377201-15	10/31/2018	10/31/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 S
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP 9377199-15	10/31/2018	10/31/2019	COMBINED SINGLE LIMIT (Per accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ S
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			AUC 5916947-13	10/31/2018	10/31/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 S
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 9377202-15	10/31/2018	10/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Erie and any Board, Bureau, Commission or Agency thereof are shown as an additional insured solely with respect to General Liability on primary non-contributory basis and Auto Liability coverages as evidenced herein as required by written contract with respect to work performed by the named insured. A Waiver of Subrogation in favor of additional insureds is included under the General Liability, Auto Liability and Worker Compensation coverages as evidenced herein as required by written contract.

Umbrella Liability Follow Form

ORIGINAL DOCUMENT
ON FILE

JUN 24 2019

IN LAW DEPARTMENT

CERTIFICATE HOLDER

CANCELLATION

County of Erie
95 Franklin St
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.

AUTHORIZED REPRESENTATIVE

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Workers'
Compensation
Board

CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a Legal Name & Address of Insured (use street address only)</p> <p>National Water Main Cleaning Company 25 Marshall Street Canton, MA 02021</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b Business Telephone Number of Insured 973-483-3200</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured 22-210176</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 22-1753261</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>County of Erie 95 Franklin Street Buffalo, NY 14202</p> <div data-bbox="470 670 768 872"><p>ORIGINAL DOCUMENT ON FILE</p><p>JUN 24 2019</p><p><i>M. Kendziora</i></p><p>IN LAW DEPARTMENT</p></div>	<p>3a Name of Insurance Carrier American Zurich Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a" WC 9377202-15</p> <p>3c. Policy effective period 10/31/2018 to 10/31/2019</p> <p>3d The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included (Only check box if all partners/officers included) all <input type="checkbox"/> excluded or certain partners/officers excluded</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2"

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Susan B. Kendziora
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: *Susan B. Kendziora* 06/18/2019
(Signature) (Date)

Title: Vice President-Enterprise Support Operations

Telephone Number of authorized representative or licensed agent of insurance carrier: 800-382-2150

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are **NOT** authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

**ZURICH**

Additional Insured – Owners, Lessees Or Contractors – Ongoing Operations – Scheduled

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 9377201-15	10/31/2018	10/31/2019	10/31/2018	24059000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name of Person or Organization:	Location and Description of Ongoing Operations:	Additional Premium:
ANY PERSON OR ORGANIZATION, BUT ONLY WHEN YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS AND WHERE THAT CONTRACT SPECIFICALLY REQUIRES THE ISO CG2010 10/2001 EDITION FORM OR THE EQUIVALENT OF SAME	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM	

- A. Section II – Who Is An Insured** is amended to include as an insured any person or organization shown in the Schedule of this endorsement, but only with respect to liability arising out of your ongoing operations performed for that insured at or from the corresponding location designated and described in the Schedule.

However, if you have entered into a construction contract with an additional insured person or organization shown in the Schedule of this endorsement, the insurance afforded to such additional insured only applies to the extent permitted by law.

- B.** With respect to the insurance afforded to any additional insured shown in the Schedule of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions of this policy remain unchanged.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability Coverage

The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

F. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

G. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

H. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

I. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

J. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

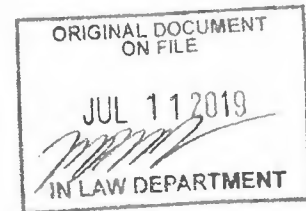
All other terms, conditions, provisions and exclusions of this policy remain the same.



COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE



PERFORMANCE BOND

BOND NO. 107106627

KNOW ALL MEN BY THESE PRESENTS, that we, National Water Main Cleaning Co.
of 25 Marshall Street, Canton, MA 02021 (hereinafter called PRINCIPAL) and the Travelers Casualty and Surety
Company of America a corporation of the State of Connecticut having its principal office in
the City of Hartford and authorized to do business in the State of New York (hereinafter
called SURETY) and held and firmly bound into the County of Erie New York
(hereinafter called OBLIGEE), in the amount of Eighty One thousand Two Hundred and 00/100-----
\$ 81,200.00----- 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 July 8, 2019
entered into a contract with the OBLIGEE for \$ 81,200.00-----
----- which contract and documents included therein by reference is by reference made a part
hereof (hereinafter called CONTRACT), covering the following project.
Sewer Manhole Rehabilitation
Bid No. 219087-002

(Describe 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 Worker's Compensation or Employer's Liability Statute.
5. That no suit, action or proceeding for loss or damage caused by a breach of any of the conditions of this bond shall be brought against the SURETY by the OBLIGEE after one (1) year from the day of final acceptance of the work by the Owner.
6. That no suit, action or proceeding for loss caused by the failure of the PRINCIPAL to pay all persons supplying labor and material in the prosecution of the work under said Contract shall be brought against the SURETY after six (6) months from the day on which final payment of the Contract is made.

Signed, sealed and dated this 8th day of July 2019

National Water Main Cleaning Co.

(PRINCIPAL)

By:

President, Vice President, Secretary-Treasurer,

Travelers Casualty and Surety Company of America (SEAL)

(SURETY)

By:

Oscar F. Rincon, Attorney-in-Fact

EXECUTED POWERS OF ATTORNEY TO BE SUBMITTED WITH PERFORMANCE BOND.

TRAVELERS

**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Oscar F. Rincon** of **Chicago/Naperville, Illinois**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd day of February, 2017**.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this

8th day of **July**, **2019**



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



STATE OF ILLINOIS
COUNTY OF KENDALL }

I, Gina M. Damato a Notary Public in and for said County, do hereby
certify that Oscar F. Rincon Attorney -in-Fact, of the:

TRAVELERS CASUALTY & SURETY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
FARMINGTON CASUALTY COMPANY
UNITED STATES FIDELITY AND GUARANTY COMPANY
ST. PAUL FIRE AND MARINE INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
ST. PAUL GUARDIAN INSURANCE COMPANY
ST. PAUL MERCURY INSURANCE COMPANY

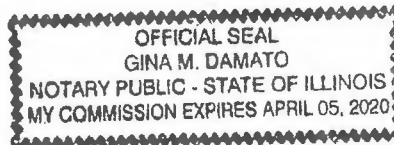
Who is personally known to me to be the same person, whose name is subscribed to the foregoing,
instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and
delivered said instrument for and on behalf of:

TRAVELERS CASUALTY & SURETY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
FARMINGTON CASUALTY COMPANY
UNITED STATES FIDELITY AND GUARANTY COMPANY
ST. PAUL FIRE AND MARINE INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
ST. PAUL GUARDIAN INSURANCE COMPANY
ST. PAUL MERCURY INSURANCE COMPANY

For the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Naperville in said
County, this 24 day of July A.D. 20 19


Notary Public



CONFINED SPACE PROGRAM CERTIFICATION

This is to certify that National Water Main has
(Company Name) Cleaning Co.

established a Confined Space Program which conforms to OSHA 29 CFR Part 1910, as it may be amended. Furthermore, it is understood that full implementation of the contractor's Confined Space Program is a requirement of this contract.

X


Dennis P. Sullivan

TABLE OF CONTENTS

<u>INVITATION TO BID</u>	<u>PAGE NO.</u>
Invitation to Bid	1
Bid form	2
Additional Specifications for this Project	3
Instructions to Bidders	4
Bidder Information	7
EXHIBIT "A" – Assignment of Public Contracts	8
EXHIBIT "B" – Purchases by Other Local Government or Special Districts	9
EXHIBIT "C" – Construction/Reconstruction Contracts	11
EXHIBIT "D" – Bid Bond (Formal Bid)	12
EXHIBIT "F" – Standard Agreement	13
EXHIBIT "G" – Non-Collusive Bidding Certification	15
EXHIBIT "PW" – NYS Prevailing Wage	16
EXHIBIT "H" – MBE/WBE Commitment	17
EXHIBIT "IC" – Insurance Classification "A"	23
EXHIBIT "P" & EXHIBIT "PBI" – Performance Bond "100%"	26
EXHIBIT "J" – Confined Space Certification	29
EXHIBIT "K" – Erie County Equal Pay Certification	30
EXHIBIT "L" – Certificate of Experience	31

GENERAL CONTRACT CONDITIONS EXHIBIT "M"

1.	Introduction	GCC – 1
2.	Contract and Contract Documents	GCC – 1
3.	Intent of Documents and Instructions	GCC – 1
4.	Definitions	GCC – 1
5.	Provisions Required by Law Deemed Inserted	GCC – 2
6.	Other Prohibited Interests	GCC – 2
7.	Notice and Service Thereof	GCC – 2
8.	Modifications	GCC – 3
9.	Quantities and Amounts of Work	GCC – 3
10.	Use of Completed Portions	GCC – 4

Drawings & Specifications

11.	Contract Drawings and Specifications	GCC – 4
12.	Checking Plans	GCC – 4
13.	Plans and Specifications Interpretations	GCC – 5
14.	Additional Instructions & Detail Drawings	GCC – 5
15.	Record Drawings	GCC – 5
16.	Reference to Standards	GCC – 6

Equipment, Materials and Workmanship

17.	Shop Drawings	GCC – 8
18.	All Work Subject to Control of Engineer	GCC – 11
19.	Materials and Workmanship	GCC – 11
20.	Sources of Material	GCC – 11
21.	Standard Products	GCC – 12
22.	Manufacturer Performance Affidavits	GCC – 12
23.	Substitutions	GCC – 13
24.	Contractor's Title to Materials	GCC – 14
25.	Certificates	GCC – 14
26.	Nameplates	GCC – 14
27.	Samples	GCC – 14
28.	Inspection	GCC – 15
29.	Tests	GCC – 15
30.	Operating Tests	GCC – 16
31.	General Arrangement	GCC – 17
32.	Spare Parts Data	GCC – 17
33.	Tools and Accessories	GCC – 17
34.	Operating & Maintenance Manual	GCC – 18
35.	Equipment Installation	GCC – 19
36.	Additional Engineering Services	GCC – 20

Site Conditions

37.	Site Investigation	GCC – 20
38.	Borings	GCC – 20
39.	Subsurface Conditions Found Different	GCC – 21
40.	Survey	GCC – 21
41.	Requests for Surveys for Lines & Grades	GCC – 22
42.	Preservation of Stakes, Monuments, Etc.	GCC – 22
43.	Datum of Plans	GCC – 22
44.	Progress Photographs	GCC – 23
45.	Area to be Occupied by Contractor	GCC – 24
46.	Protection of Property	GCC – 24
47.	Existing Structures and Utilities	GCC – 26
48.	Supervision-Competent Workers	GCC – 27
49.	Engineer's Observers	GCC – 28
50.	Storage and Handling of Materials	GCC – 29
51.	Protection of Work and Materials	GCC – 29
52.	Protection of Traffic	GCC – 29
53.	Traffic Control	GCC – 30
54.	Work Along Highways, Railroads, Waterways Airport, Etc.	GCC – 32
55.	Hours of Work	GCC – 32
56.	Inclement Weather	GCC – 32

57.	Dust Hazard	GCC – 32
58.	Accident Prevention	GCC – 33
59.	Temporary Light and Power	GCC – 33
60.	Temporary Water Service	GCC – 34
61.	Temporary Heating	GCC – 34
62.	Sanitary Regulations and Provisions	GCC – 34
63.	Field Offices	GCC – 34
64.	Project Sign	GCC – 37
65.	Cleanup	GCC – 39

Administrative Provisions

66.	Royalties and patents	GCC – 39
67.	Permits & Licenses	GCC – 39
68.	Laws, Taxes	GCC – 40
69.	Hours and Wages	GCC – 40
70.	Posting Minimum Wage Rates	GCC – 41
71.	Payroll Records	GCC – 41
72.	Apprentices	GCC – 42
73.	Computation of Wages on Eight Hour Day: Overtime Compensation	GCC – 42
74.	Wage Underpayments and Adjustments	GCC – 43
75.	Payment of Employees	GCC – 43
76.	Payment by Contractor	GCC – 43
77.	Notice to Proceed	GCC – 44
78.	Construction Schedule	GCC – 44
79.	Additional Submittals	GCC – 45
80.	Subcontracting	GCC – 45
81.	Coordination with Other Contractors	GCC – 46
82.	Changes in the Work	GCC – 47
83.	Claims for Extra Cost	GCC – 51
84.	Deductions for Uncorrected Work	GCC – 51
85.	Time of the Essence	GCC – 51
86.	Delays and Extension of Time	GCC – 51
87.	Correction of Work before Final Payment	GCC – 52
88.	Guarantee and maintenance	GCC – 52
89.	Surety Bonds	GCC – 53
90.	Additional or Substitute Bond	GCC – 53
91.	Liens	GCC – 53
92.	Assignment	GCC – 54
93.	Rights of Various Interest	GCC – 54
94.	No Waiver of Legal Rights	GCC – 54
95.	Compensation to be Paid to Contractor	GCC – 55
96.	Estimates and Payments	GCC – 55
97.	Owner's Right to Withhold Payments	GCC – 56
98.	Final Review and Time of Completion	GCC – 56

99.	Statement of Completion	GCC – 57
100.	Right of the Owner to Terminate	GCC – 58
101.	Contractor's Right to Stop Work or Terminate Contract	GCC – 59
102.	Removal of Equipment and supplies	GCC – 59
103.	Power of Contractor to Act in an Emergency	GCC – 59
104.	Contractor's and Subcontractor's Insurance	GCC – 59
105.	Owner's Liability Insurance	GCC – 66
106.	Indemnity, Defense of Actions or Suits	GCC – 66
107.	Mutual Responsibility of Contractors	GCC – 66
108.	Engineer's and Owner's Control Shall Not Limit Contractor's Responsibility or Risk	GCC – 67
109.	Work in the Vicinity of Water Bodies	GCC – 67
110.	Site Safety	GCC – 69
111.	Explosives and Blasting	GCC – 70
	Article 36 – Construction and Excavation	GCC – 70
112.	OSHA Requirements for Shoring of Trench Excavations	GCC – 75
113.	OSHA Requirements for Confined Space Entry	GCC – 77
114.	Field Quality Control	GCC – 77
115.	Cross Withholding Provisions	GCC – 78
116.	Construction Site Safety	GCC – 78

SPECIFIC CONTRACT CONDITIONS EXHIBIT “N”

Add to, modify, delete, or alter General Contract Conditions	SCC – 1
--	---------

DIVISION 1 EXHIBIT “O”

DESCRIPTION OF BID ITEMS

01010	Work Under this Contract	1 – 1
01020	Description of Bid Items	1 – 3

DIVISION 2 EXHIBIT “O”

SITE WORK

02378	Manhole Rehabilitation	2 – 1
02800	Restoration	2 – 14

APPENDIX EXHIBIT “O”

Summary of Work
Manhole Location Maps
Manhole Access Map

GENERAL

1. INTRODUCTIONS

The purpose of these General Contract Conditions is to set forth the general manner under which the Owner, Contractor and Engineer will execute the Contract. The provisions of the Specific Conditions of the Contract will modify the requirements of the General Conditions as hereinafter stated.

2. CONTRACT AND CONTRACT DOCUMENTS

The Plans, Specifications, Construction Terms and Conditions, and Addenda, hereinafter enumerated, shall form a part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The Table of Contents, Titles, Headings, Running Headlines, and Marginal notes contained herein and in said Documents are solely to facilitate references to various provisions of the Contract Documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer. Wherever the term “Contract Documents” is used, it shall mean and include the Notice to Bidders, Instructions to Bidders, Proposal, Contract, General and Specific Contract Conditions, Contract and Bid Bonds, Plans or Drawings, Specifications, Addenda, and any and all other writings necessary to complete the project.

3. INTENT OF DOCUMENTS AND INSTRUCTIONS

The Specifications, Drawings, and any Instructions as set forth herein are complementary, are intended to cooperate and provide for, and include everything necessary for, the proper and complete orderly execution and finishing of the work. Any work shown on the drawings concerning which there are no particular specification, or the omission from both drawings and specifications of express reference to any work which obviously was intended under the Contract, shall not excuse or relieve the Contractor or Subcontractor from furnishing the same. Work or materials described in words which have a well known technical or trade meaning, shall be interpreted by such customary and recognized standard of meaning.

It is understood that except as otherwise specifically stated in the Contract Documents, all Contractors shall provide and pay for all permits, materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature under his contract whatsoever necessary to execute, complete and deliver the work within the specified time.

The sum of the various bid items is intended to provide a complete contract, as proposed by the Plans and Specifications, tested and ready for use.

4. DEFINITIONS

A. The term “Subcontractor” includes only those having a direct contract with the Contractor, and it does not include one who furnished material worked to a special design

according to the Drawings or Specifications or one who merely furnished material not so worked.

B. The term "Extra Work" as used herein refers to and includes work required by the Owner, which, in the judgement of the Engineer, involves changes in, or additions to, that required by the Plans, Specifications and Addenda in their present form.

C. In the performance of the work, the Owner shall be represented by any person designated by the Owner to perform the duties of the "Engineer". The Engineer will provide general services during construction in checking and directing the work.

D. Whenever they refer to the work or its performance, "directed", "required", "permitted", "ordered", "designated", "prescribed", and words of like importance shall imply the direction, requirements, permission, order, designation or prescription of the Engineer and "reviewed", "acceptable designate", "satisfactory", "in the judgement of", and words of like importance to, shall mean reviewed by, or acceptable to, or satisfactory to, or in the judgement of the Engineer.

E. All time limits stated in the Contract Documents are of the essence to the Contract.

5. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clauses required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake, or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

6. OTHER PROHIBITED INTERESTS

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept, or review, or to take part in negotiating, making, accepting, or reviewing any architectural, engineering, observation, construction or material supply contract, or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract, or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract, or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

7. NOTICE AND SERVICE THEREOF

The service of any notice, letter or other communication, shall be deemed to have been made by one of the contracting parties on the other party to the Contract, when such letter,

notice, or other communication has been delivered to the legal office address of the addressee, by a duly authorized representative of the addressor in person, or when such notice, letter or other communication has been deposited in any regularly maintained mail box of the United States Postal Department, in a properly addressed, postpaid wrapper. The date of such service shall be considered to be the date of such personal delivery or mailing.

The address of the Contractor noted in his bid and/or the address of his field office on or near the site of the work hereunder shall be considered as his legal address for purposes as above set forth.

The address of the Owner noted in this Contract Document shall be considered as its legal address for the purpose as above set forth.

8. MODIFICATIONS

The Contractor in entering into this contract understands that the Owner reserves the right to modify the same with respect to the arrangement, character, alignment, grade or side of the work or appurtenances whenever in its opinion it shall deem it necessary or advisable so to do. The Contractor shall and will accept such modifications when ordered in writing by the Owner through the Engineer and the same shall not vitiate or void this Contract. Any such modifications so made shall not, however, subject the Contractor to increased expense without equitable compensation, which shall be determined by the Engineer. If such modifications result in a decrease in the cost of work involved, an equitable deduction from the Contract price to be determined by the Engineer shall be made. In any event, no modifications in the work shown on the Plans and described in the Specifications shall be made, unless the nature and extent thereof has first been certified by the Owner through the Engineer in writing and sent to the Contractor.

9. QUANTITIES AND AMOUNTS OF WORK

The work shown on the Plans is to be done by the Contractor for the lump sum and unit prices bid, which prices shall constitute full compensation for all work completed under the Contract, except for any additional work ordered by the Owner and issued to the Contractor in the form of a written order by the Owner through the Engineer.

The Owner reserves the right to delete such amounts or items of work from this Contract as may be necessary to finance the project from available funds.

The work included under each bid item is described in the Detailed Specifications for each Contract.

The quality of workmanship and materials entering into the work shall conform to the requirements of the pertinent provisions and sections of these Specifications.

Changes in the work, requiring more or less of any items of work, may be made upon a written change order. When changes result in the use of more or less of any specific item, additional payment or deduction will be made in accordance with the price bid for the specific

bid item. When changes result in the use of more or less of an item not specifically designated as a bid item, additional payment or deduction will be made in accordance with the price for that item as stipulated in the table of contingent items, as shown in the Form of Proposal.

10. USE OF COMPLETED PORTIONS

The Owner shall have the right to take possession of and use any completed or partially completed portion of the work, notwithstanding the time for completing the entire work or such portions which may not have expired, but 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 work, the Contractor shall be entitled to such extra compensation or extension of time, or both, as the Engineer may determine.

Upon Occupancy by the Owner, the following procedures will apply:

1. The Engineer, with the approval of the Owner, will notify the Contractor as to what portion, or portions of the work have been accepted into Occupancy.
2. The guarantee period applicable to that portion of the work accepted into Occupancy will start as of the date of Occupancy.
3. The retained percentage applicable to that portion of the work accepted into Occupancy will remain at 5% of the value of the accepted work, until such time the Engineer and Owner deems the total project substantially complete and the Contractor submits acceptable affidavits, certificates or waivers showing no right of lien exists in connection with this portion of the work, and acceptable evidence as to the satisfaction of all claims applicable to this portion of the work.

DRAWINGS AND SPECIFICATIONS

11. CONTRACT DRAWINGS AND SPECIFICATIONS

After the Contract has been executed, the Contractor will be furnished free of cost five (5) sets of the Contract Plans and Specifications. Additional copies of the Plans and Specifications, if available, will be furnished to the Contractor at the cost of reproduction.

The Contractor shall furnish each of his subcontractors, manufacturers and materialmen, such copies of the Contract Documents as may be required for his work.

12. CHECKING PLANS

All figures and dimensions on the Drawings shall be carefully checked by the Contractor, who shall note all discrepancies. The Contractor will be held responsible for any errors not discovered before the work has been executed. In case errors are found, these shall be immediately reported to the Engineer who will instruct the Contractor as to the method of correcting them. The Contractor shall not alter Specifications, Drawings, or figures, nor make

any alternations in or additions to the quantity, character or arrangements of the materials or work, whether same shall involve additional expense or not, unless same shall be agreed upon first, in writing, as provided for herein; this provision, however, shall not abridge in any way the Engineer's rights as to the interpretation of the Specifications, Plans and figures thereon. The Plans and Specifications are complementary and what is called for by either shall be as binding as if called for by both. In all cases figures dimensions shall take precedence over scaled dimensions, and the larger scale details shall take precedence over smaller scale drawings.

13. PLANS AND SPECIFICATIONS: INTERPRETATIONS

The Contractor shall keep at the site of the work, one (1) copy of the Plans and Specifications, signed and identified by the Engineer, and shall at all times give the Engineer and other representatives of the Owner access thereto.

Any thing shown on the Plans and not mentioned in the Specifications, or mentioned in the Specifications and not shown on the Plans, have the same effect as if shown or mentioned, respectively, in both. In case of any conflict or inconsistency between the Plans and Specifications, the Specifications shall govern. Any discrepancy between the Specifications and Drawings shall be submitted by the Contractor to the Engineer. The Engineer shall in all cases determine the amount of quantity of the several kinds of work and the quality of materials which are to be paid for under this Contract; he shall determine all questions in relation to the work and the construction thereof, and in all case decide every question which may arise relative to the performance of the work covered by this Contract on the part of the Contractor. Any doubt as to the meaning of these Specifications and Drawings, or any obscurity as to the wording of them, will be explained by the Engineer and all directions and explanations requisite or necessary to complete, explain or make definite any of the provisions of these Specifications and Drawings and give them due effect, will be given by the Engineer, in writing.

The Engineer will, within a reasonable time after presentation to him, make decisions, in writing, on all matters relating to the interpretation of the Contract Documents.

14. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The Contractor will be furnished additional instructions and detail drawings to carry out the work included in the Contract. The additional drawings and instructions, thus supplied to the Contractor, will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

15. RECORD DRAWINGS

A. The Contractor shall maintain on site one set of contract drawings for the purpose of documenting "record" conditions. Store record drawings separate from documents used for construction. Record information concurrent with construction progress and make available for periodic examination by the Engineer. Ensure that entries are complete and accurate, enabling future reference by the Owner.

B. It shall be the responsibility of the Contractor to legibly mark in red all field changes and conditions as they may occur. A complete file of record field sketches, diagrams and other changes as may become necessary during the progress of work, shall also be maintained and attached to the record drawings.

C. Examples of type of changes which could occur and information that is to be recorded:

1. Change in alignment, slopes, distances, and inverts of sewer pipes.
2. Final location of manholes including final rim and invert elevations.
3. Measured location and elevations of underground utilities and/or relocated utilities installed or encountered during the course of work.
4. Change in location, elevation, dimensions, modifications, additions to structures.
5. Changes in mechanical trades components (electrical, heating, ventilating, plumbing, instrumentation) and measured location of all utilities or trade components concealed from view with references to visible and accessible feature of the structure.
6. Final location and manufacturer information of all equipment.
7. Change in materials, such as pipe material and equipment.
8. Final wiring diagrams of all control panels, electrical panels and equipment panels including conduit sizes and wiring.
9. Final wiring diagrams of all instrumentation including conduit sizes and wiring.
10. Changes in all site improvements including topographical contours of finished grades and paved surfaces, final elevations and locations of all chambers and utilities visible in project area, paving limits, etc.
11. All other items deemed important to provide on record drawings.

D. At completion of the work, the marked up "record" drawings plus all record field sketches and diagrams shall be submitted to the Engineer for his review and use in establishing a basis for final payment.

E. Upon acceptance of the marked up record drawings by the Engineer, the Contractor shall be provided an electronic copy of the contract documents in AutoCAD format so that he may modify the file to correctly show the information of the marked up record drawings. An electronic file of the record drawing on CD and one set of prints shall be provided. Each sheet shall be signed and stamped by a Professional Engineer licensed to practice in New York State and certified as reflecting "record" conditions.

16. REFERENCED TO STANDARDS

A. Whenever reference is made to the furnishing of materials or testing thereof to conform to the standards of any technical society, organization, or body, it shall be construed to mean the latest standard, code, specification, adopted and published at the date of advertisement for bids, even though referenced has been made to an earlier standard.

B. Reference to a technical society, organization, or body may be made in the Specifications by abbreviations in accordance with the following list:

A.C.I.	for American Concrete Institute
A.G.A.	for American Gas Association
A.I.S.C.	for American Institute of Steel Construction
A.S.C.E.	for American Society of Civil Engineers
A.S.T.M.	for American Society of Testing Materials
A.S.M.E.	for American Society of Mechanical Engineers
A.W.S.C.	for American Welding Society Code
A.W.W.A.	for American Water Works Association
C.I.P.R.A.	for Cast Iron Pipe Research Association
Fed. Spec.	for Federal Specifications
A.A.S.H.O.	for the American Association of State Highway Officials
N.E.M.A.	for National Electrical Manufacturers Association
A.W.P.A.	for American Wood Preservers Association
N.B.S.	for National Bureau of Standards
C.R.S.I.	for Concrete Reinforcing Steel Institute
A.N.S.I.	for American National Standards Institute, Inc.
I.E.E.E.	for Institute of Electrical & Electronic Engineers
N.F.P.A.	for National Fire Protection Association
N.E.C.	for National Electrical Code
A.A.M.A.	for Architectural Aluminum Manufacturers Association
S.S.P.C.	for Steel Structures Painting Council
A.G.M.A.	for American Gear Manufacturers Association
A.M.C.A.	for Air Moving and Conditioning Association, Inc.
A.S.H.R.A.E.	for American Society of Heating, Refrigerating and Air Conditioning Engineers
E.T.L.	for Electrical Testing Laboratories, Inc.
J.I.C.	for Joint Industry Conference
S.M.A.C.C.N.A.	for Sheetmetal and Air Conditioning Contractors National Association
U.L.	for Underwriters' Laboratories, Inc.
U.S.A.S.I.	for United States of America Standard Institute
OSHA	Occupational Safety & Health Administration
FM	Factory Mutual Association

When no reference is made to a code, standard or specification, the Standard Specifications of the A.S.T.M. shall govern.

C. The Contractor shall, when required, furnish evidence satisfactory to the Engineer that materials and methods are in accordance with such standards where so specified.

17. SHOP DRAWINGS

A. The Contractor shall submit for review by the Engineer shop drawings for all fabricated work, manufactured items, equipment and material required to be furnished in the Contract and as required by the Specifications.

B. Transmit seven (7) copies of each required submittal. Sequentially number each submittal. Resubmittals are to have original number with an alphabetic suffix. Identify Project, Contractor, Subcontractor or Supplier, pertinent drawing sheet and detail number, and specification section number, as appropriate. Schedule the submittals to expedite the Project. Coordinate submission of related items.

C. Apply Contractor's stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction work, and coordination of information, is in accordance with the requirements of the Project and Contract Documents. Stamp shall show the following information:

1. Shop Submittal Number _____
2. Deviations: None _____ As Listed _____
3. Reference Specification Number _____
4. Reference Drawing Number _____
5. Space Requirements: As Designed _____ As Listed _____
6. Representation is made to the Owner and Engineer that the Contractor has determined and verified all field measurements and quantities, field construction criteria, materials, catalog numbers and similar data, that he has reviewed and coordinated the information in each shop drawing with the requirements of the work and Contract Documents, and hereby approves this submittal.
Contractor _____
Signature _____
Date _____

E. Shop drawing submittals shall include all descriptive data, performance characteristics, material specifications, spare parts list, drawings, piping diagrams, wiring schematics, and shall be complete and accurate to indicate item-by-item compliance with the Contract Documents. All catalog cuts, manufacturer's specifications, drawings, and verbal descriptions shall be clearly marked to allow identification of the specific products used. Catalog cuts showing information for more than one item on the page shall clearly indicate what items the Contractor will be supplying under this Contract by highlighting in an acceptable method to identify the item, dimensions, etc.

F. Equipment manufacturers supplying equipment for the project shall examine the Plans and Specifications pertaining to their particular equipment in order to be fully acquainted with the operating conditions to which the equipment will be subjected.

G. Shop drawings for each major component of a system or subsystem and its appurtenances shall be submitted under separate cover, but all shop drawings for equipment which is part of the same system or subsystem shall be submitted in the form of a package. If requested by the Engineer, the Contractor shall supplement his submittals(s) by such data, as required, to demonstrate that the sizes, capacities, characteristics and/or performances of each component of a system or subsystem, are consistent (compatible) with each other and with the provisions of the technical Specifications, for said system or subsystem.

H. Identify deviations from the Contract Documents and product or system limitations which may be detrimental to the successful performance of the completed work. If the submittal deviates from the requirements of the Specifications in any way, it shall be clearly marked in the submittal with the justifying reason stated for evaluation by the Engineer.

I. If the shop drawing contains any departures from the Contract requirements, request for review thereof shall be made in the Contractor's letter of transmittal. Where such departures require revisions to layouts or structural changes to the work as shown, the Contractor shall, at his own expense, prepare and submit revised layout and structural drawings for review. Such drawings shall be the same size as the Contract Drawings unless otherwise approved. Where a shop drawing is submitted as an "or equal" and the Engineer expends additional cost due to the review of the "or equal" submittal, the Contractor shall be responsible for such increased engineering costs needed to determine if the shop drawing meets the specifications. Such costs may include, but not limited to, research time by the Engineer, visitation to the product manufacturer, performance testing, demonstrations of the product at existing installations, etc. Contractor shall also furnish a listing of existing installations that the proposed substitution may be reviewed, along with contact people at the existing installation. Paragraph 22 of the General Contract Conditions, Substitutions, shall be applicable to any "or equal" substitution.

J. Drawings for electrical equipment shall show physical dimensions and installation details and shall include elementary and connection diagrams for each control assembly and the interconnection diagrams for all equipment. The drawings shall show clearly the coordination of control work, shall identify the components external to electrical equipment, and shall define the contact arrangement and control action of the primary and final control elements.

Where electrical control equipment having internal wiring is required, the detail shop wiring diagrams for such equipment will be required, and will, in general, not be reviewed. The submittal for each item of equipment shall include an elementary diagram of the input and output elements which require connections to external equipment, and a complete step by step description of the control action of the equipment being submitted.

K. Engineer's REVIEW of the Contractor's drawings shall be considered as a gratuitous service, given as assistance to the Contractor in interpreting the requirements of the Contract, and in no way shall it relieve the Contractor of any of his responsibilities under the Contract. The Engineer shall be held blameless and shall accrue no liability for any gratuitous assistance given to the Contractor in interpreting the requirements of the Contract. Any fabrication, erection, setting or other work done in advance of the receipt of shop drawings

returned by the Engineer and noted as "REVIEWED" or "REVIEWED AS NOTED," shall be entirely at the Contractor's risk. The Engineer's review will be confined to general arrangement and compliance with the Contract Drawings and Specifications only and will not be for the purpose of checking dimensions, weights, clearances, fitting, tolerances, interferences, coordination of trades, etc.

L. The review of shop drawings submitted by the Contractor shall not constitute a waiver of any of the requirements of this Contract, nor shall the Owner be compelled to accept any structures, equipment or apparatus unless it passes all the tests and requirements of these Specifications.

M. Contractor agrees that shop drawing submittals processed by the Engineer are not Change Orders; that the purpose of shop drawing submittals by the Contractor is to demonstrate to the Engineer that the Contractor understands the design concept, that he demonstrates his understanding by indicating which equipment and material he intends to furnish and install and by detailing the fabrication and installation methods he intends to use.

N. Contractor agrees that if deviations, discrepancies or conflicts between shop drawings and specifications are discovered either prior to or after shop drawing submittals is processed by the Engineer, the Design Drawings and Specifications shall control and shall be followed.

O. When a shop drawing submittal is satisfactory to the Engineer, the submittal will be stamped "REVIEWED" or "REVISED AS NOTED", be dated, and four (4) copies of the shop drawing will be returned to the Contractor by letter.

P. When a shop drawing is returned to the Contractor "REVISED AS NOTED", the Contractor shall acknowledge in writing to the Engineer that he will provide, as required, all items noted and further that these notations have been properly provided to suppliers, subcontractors, manufacturers associated with the product's shop drawing to assure compliance with the Engineer's review.

Q. When a shop drawing is deemed to be unsatisfactory to the Engineer, he will stamp thereon "REVISED AND RESUBMIT" and will return four (4) copies of the deficient shop drawing to the Contractor with the necessary corrections and changes indicated. The Contractor shall make such corrections and changes as indicated and resubmit seven (7) copies of the revised shop drawing for further review by the Engineer. The Contractor shall revise and resubmit the shop drawing as required by the Engineer, until review thereof is obtained.

R. Should a shop drawing be unacceptable to the Engineer, he will stamp thereon "NOT ACCEPTED" and will return four (4) copies of the deficient shop drawing to the Contractor. It will be the Contractor's responsibility to resubmit a shop drawing that is in compliance with the Contract Documents and that is acceptable to the Engineer.

EQUIPMENT, MATERIALS AND WORKMANSHIP

18. ALL WORK SUBJECT TO CONTROL OF ENGINEER

In the performance of the work, the Contractor shall abide by all orders, directions and requirements of the Engineer and shall perform all work to the satisfaction of the Engineer, and at such times and places, and in such manner and sequence as the Engineer, may require. The Engineer shall determine the amount, quality, acceptability and fitness of all parts of the work. Upon request, the Engineer shall confirm in writing any oral order, direction, requirement or determination.

19. MATERIALS AND WORKMANSHIP

A. The workmanship and materials of all items shall be of the best quality and shall be at all times subject to the observation, direction and general services of the Engineer or such others as he may appoint, who shall each and all have authority and be afforded facilities to visit all parts of the work and who may reject all workmanship and materials which do not conform to the Plans and Specifications, as interpreted by the Engineer. All such condemned work or material or both shall be removed, and those that are proper and acceptable shall immediately be substituted. Materials shall not be delivered so far in advance of their proposed use that they suffer damage.

B. In all cases where material and quality are not definitely specified, samples or specimens shall be submitted to the Engineer for review, except as otherwise specified.

C. The Contractor shall furnish for review, with such promptness as to cause no delay in his own work or in that of any other Contractor, all samples as required by the Specifications. The Engineer shall review such samples, with reasonable promptness, for conformance with the design and for compliance with the information given in the Contract Documents. The work shall be in accordance with reviewed samples.

Should any dispute arise as to the quality or fitness of workmanship, equipment, materials or articles, the decision shall rest with the Engineer, and shall be based upon the requirements of this Contract.

20. SOURCES OF MATERIAL

The Contractor shall, immediately after the award of the Contract, furnish the Engineer in writing the names and addresses of manufacturers or dealers from whom he intends securing his materials. Any material ordered or delivered at the site without approval is subject to rejection without further cause. No awards shall be made by the Contractors and no work under any item shall proceed until satisfactory review of the manufacturer or vendor has been given by the Engineer.

Such satisfactory review, when given, will be only on the basis of the manufacturer's experience and similar considerations specified herein, and will in no way imply that the

equipment submitted will be satisfactory unless full compliance with the Plans and Specifications is demonstrated by such submitted material, to the Engineer's satisfaction.

21. STANDARD PRODUCTS

All materials, equipment and accessories shall be new and unused and shall be essentially the standard product of a manufacturer regularly engaged in the production of such material or equipment. Such items proposed under these conditions must meet all the technical requirements as stated in the Specifications.

22. MANUFACTURER PERFORMANCE AFFIDAVITS

A. When specified in individual specification Sections, provide a Performance Affidavit for the product or equipment listed.

B. By these affidavits, each manufacturer must certify to the Contractor and the Owner, jointly, that he has examined the Contract Documents and that the equipment, apparatus, process or system he offers to furnish will meet in every way the performance requirements set forth in the Contract Documents. Equipment design, manufacturing and assembly specifications are an integral part of the performance requirements.

C. Shop drawings will not be reviewed prior to the receipt by the Engineer of an acceptable performance affidavit.

D. The performance affidavit must be signed by an officer (vice president or higher) of the basic corporation, partnership, or company manufacturing the equipment, and witnessed by a notary public.

E. The performance affidavit shall be in the following format:

Addressed to: (Contractor) and (Owner)
Reference: Contract Name
Text: (manufacturer's name) has examined the Contract Documents and verifies that the (product) meets in every way the performance requirements and design specifications set forth in Section (s) _____ of the Contract Documents.
Signature: Corporate officers shall be vice president or higher.
Notary: Signature (s) must be notarized.

23. SUBSTITUTIONS

Wherever in these Specifications any material or apparatus is designated by its trade name, brand or name of manufacturer, it shall be understood that such material or apparatus is specified as a standard of quality required.

Where such items are specified by dimensions, this shall not be interpreted to preclude the furnishing of such items other than the specified dimensions where the quality, use and serviceability of the material is adjudged the same or the equal of that specified.

If two or more brands, makes of materials, devices, or equipment are shown or specified, each should be regarded as the equal of the other.

Substitutions may be made, but any substitution offered by the Contractor as equivalent shall be subject to the written review of the Engineer, before being ordered. The Contractor shall be responsible for any additional engineering costs that may arise from the Engineer's review of the substitution.

Proposed substitutions shall be subject to the provisions hereinafter specified.

1. The Contractor shall submit for each proposed substitution complete descriptive literature and performance data together with samples of the materials where feasible. Requests for substitutions shall include full information concerning differences in cost, and any savings in cost resulting from such substitutions shall be passed onto the Owner.

2. In all cases the Engineer shall be the sole judge as to whether a proposed product is acceptable and the Contractor shall have the burden of proving the same, at his own cost and expense, to the satisfaction of the Engineer. The Contractor shall abide by the Engineer's decision when proposed substitute items are judged to be unacceptable and shall in such instances furnish the item specified or indicated. No substitute items shall be used in the work without written review of the Engineer. The Contractor shall have and make no claim for an extension of the time or for damages by reason of the time taken by the Engineer in considering a substitution proposed by the Contractor or by reason of the failure of the Engineer to review a substitution proposed by the Contractor.

3. Where the approval of a substitution requires revision or redesign of any part of the work covered by this Contract, all such revision and redesign, and all new drawings and details required therefore shall be subject to the review of the Engineer and shall be provided by the Contractor at his own cost and expense. Any changes in construction work arising out of such revisions and redesign shall be performed and paid for by the Contractor.

4. The substitute equipment will be subjected to a 90 day performance test. The test will begin at the acceptance of the equipment and/or beneficial occupancy of the facility. If the equipment should fail or not perform up to the design standards, the Owner can order its replacement at no additional cost to the Owner. Upon receipt of such a request, the Contractor will immediately replace said equipment with the brand name manufacturer listed in the

specifications. A guarantee attesting to his condition shall be attached to the shop drawing and signed by the Contractor.

24. CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work.

25. CERTIFICATES

All materials or equipment delivered to the site shall be accompanied by certificates, signed by an authorized officer of the manufacturing company, guaranteeing that the materials or equipment conform to specification requirements. Such certificates shall be immediately turned over to the Engineer. Materials or equipment delivered to the site without such certificates will be subject to rejection.

26. NAMEPLATES

Each unit of equipment shall have the manufacturer's name or trademark on a corrosion-resistant nameplate securely affixed in a conspicuous place. The manufacturer's name or trademark may be cast integrally with stamp, or otherwise permanently marked upon the item of equipment. Such other information as the manufacturer may consider necessary to complete identification shall be shown on the nameplate.

27. SAMPLES

Upon written demand of the Engineer, the Contractor shall submit to the Engineer for review, samples of materials he proposes to use. Samples shall be in duplicate, of sufficient size, number or amount to show the quality, type, range of color, finish, and texture of the material he intends to furnish under this Contract.

Each sample shall be labeled bearing the name and quality of the materials the Contractor's name, date and name of the project. A letter from the Contractor requesting review, shall accompany all such samples. Transportation charges to the Engineer must be prepaid on samples forwarded.

Samples shall be submitted in due time so as to permit proper consideration without delaying the Contractor's operation. All materials shall be furnished equal to the reviewed samples. The use of any material will be permitted only so long as its quality remains equal to the reviewed sample, and any material delivered to the site of the work, whether incorporated in the structure or not, which does not conform to the reviewed sample, will be rejected and shall be removed and replaced by acceptable materials at once at the Contractor's expense.

28. INSPECTION

The Engineer is the sole judge if it is necessary that any material or equipment be inspected at the place of manufacture.

General conditions of the Specifications provide for proper inspection and testing of materials. The selection of bureaus, laboratories, and/or agencies for such inspection and testing is subject to the approval of the Engineer. Satisfactory documentary evidence that material has passed the required inspection and testing must be furnished to the Engineer prior to its incorporation in the work, and rejected material must be promptly removed from the premises.

It must be distinctly understood that the inspection and acceptance of materials and work at the mills, shops, or at any place where material or work is in course of preparation, to facilitate the progress of the work, shall not preclude rejection at the site of the proposed work, if the material were found unsuitable.

29. TESTS

The Contractor shall furnish all tests as directed in the Specifications or Contract Documents, or whenever directed to do so by the Engineer. Such tests shall be performed at the Contractor's expense by a reliable testing laboratory approved by the Engineer prior to testing.

The Contractor's selected testing laboratory shall make all required tests on backfill compaction, the materials used in concrete, proportioning of concrete mixes, and tests on concrete as the work progresses. Four (4) copies of all test reports shall be supplied to the Engineer by the laboratory.

The Owner reserves the right to independently perform at its own expense, laboratory tests on random samples of material or performance test on equipment delivered to the site. If made, these tests will be conducted in accordance with the appropriate referenced standards or specification requirements. The entire shipment represented by a given sample, samples or pieces of equipment may be rejected on the basis of the failure of samples or pieces of equipment to meet specified test requirements. All rejected materials or equipment shall be removed from the site, whether stored or installed in the work, and the required replacements shall be made, all at no additional cost to the Owner.

Field tests of materials and equipment installed shall be made by the Contractor, at his own expense, when ordered by the Engineer. Field tests of materials on the job site will be made by the Engineer at his discretion. The Contractor shall furnish at his own expense, the materials required for field tests and reasonable labor to assist the Engineer in conducting the tests.

30. OPERATING TESTS

A. Perform field test of equipment as required in the technical specification sections.

B. Arrange for the equipment manufacturer to furnish the services of a qualified representative. The time period for the supervision and instruction from the manufacturer is stated in the technical specification sections. Where no specific duration of visit is listed, the length of time shall be such to allow the equipment representative ample time to follow the requirements outlined in the individual technical section covering the particular equipment item.

The contractor will be responsible for any additional time required for the manufacturer's representative to resolve equipment installation and/or operation problems due to a lack of coordination between the supplied equipment and the Contract Documents such as, but not limited to, dimensions, electrical problems, controls, or performance.

The manufacturer's representative shall certify installation, recommend or make adjustments and supervise field testing of equipment.

The manufacturer's representative shall provide certification of equipment compliance by submitting a written certification jointly to the Owner, Engineer, and the Contractor that the equipment supplied or manufactured by their organization has been installed and tested to their satisfaction, and that all final adjustments thereto have been made. Certification shall include date of final acceptance field test, as well as, a listing of all persons present during the tests.

C. Contractor shall furnish all labor, material and instruments to perform all preliminary field tests of equipment. Make all necessary changes, adjustments and replacements required to comply with the requirements of the Contract Documents. Preliminary field test shall demonstrate that the equipment is installed in the location and orientation specified in the equipment manual and as specified in the Specifications or Drawings and that the equipment is prepared for operation in strict accordance with the manufacturer's recommendations.

D. Perform final acceptance tests prior to the startup of the equipment or system. Provide services of the manufacturer's representative for the final acceptance test to certify that the equipment has been installed and tested to their satisfaction. Contractor to furnish all labor, equipment, instruments, materials, fuel, lubricants, energy, water, and all other incidentals necessary for the final acceptance tests. Final acceptance tests shall consist of the following checks as a minimum:

1. That the equipment is adjusted, aligned, balanced, lubricated and properly installed.
2. That the equipment meets the specified performance requirements in every detail and performs it's intended function without any unusual vibration, noise or other signs of possible malfunction.
3. Perform motor field tests to verify rotation, voltage, current, motor insulation resistance and other parameters as required.

4. Where equipment is capable of operation in more than one function, each operational mode or function shall be checked for proper performance.
5. All controls, both mechanical and electrical, shall be checked individually for proper connection and operation.
6. All equipment, systems, and controls shall be checked with both utility power source and with backup generation power source.
7. All instrumentation shall be checked for proper functionality.
8. All alarms are verified and properly transmitted through the telemetry system and/or SCADA system.

31. GENERAL ARRANGEMENT

The Contract Drawings indicate the extent and general arrangement of the work. If any departures from the Contract Drawings are deemed necessary by the Contractor to accommodate the materials and equipment he proposes to furnish, details of such departures and reasons therefore shall be submitted as soon as practicable to the Engineer for approval. No such departures shall be made except as provided for in Articles 23 and 83 of the General Contract Conditions.

32. SPARE PARTS DATA

Following review of the list of equipment, the Contractor shall furnish spare parts data for each different items of equipment listed. The data shall include a complete list of parts and supplies which may be subject to breakdown, with current unit prices and source of supply; a list of parts and supplies that are either normally furnished at no extra cost with the purchase of the equipment and a list of additional items recommended by the manufacturer to assure efficient operation for a period of 120 days at the particular installation. The foregoing shall not relieve the Contractor of any responsibilities under any guaranty specified herein. The above shall be submitted with the Operation and Maintenance Manual submission for the equipment.

33. TOOLS AND ACCESSORIES

The Contractor shall, unless otherwise stated, furnish with each type, kind or size of equipment, one complete set of suitably marked high-grade special tools and appliances which may be needed to adjust, operate, maintain or repair the equipment. Such special tools and appliances shall be furnished in approved painted steel cases properly labeled and equipped with good grade cylinder locks and duplicate keys. All locks to be keyed to Owner's existing equipment.

Each piece of equipment shall be provided with a substantial name plate, securely fastened in place and clearly inscribed with the manufacturer's name, year of manufacturer, and principal rating data.

34. OPERATING AND MAINTENANCE MANUALS

A. Contractor shall submit operation and maintenance manuals as required by the applicable technical sections of the Contract Documents. Submit four (4) hardcopies and one (1) electronic version of the manuals for use by the Owner. All manuals shall be bound into a series of identical heavy duty three-ring binders. Electronic files shall be .pdf format submitted on compact disk.

B. Each manual shall have a title page indicating the full name of the Project, the location, the Owner, Contract Designation under which the equipment or system was provided, and the name, address and telephone number of the local representative for each piece of equipment, as well as home office information. This sheet shall also contain any necessary identifying information required for repair service.

An index should follow the title sheet and contain each section or separate title contained in the Manual. Drawings are to be listed by title and drawing number. Pages should be consecutively numbered.

A copy of the guarantee from the product manufacturer is to be provided if standard manufacturer's guarantee is required. The guarantee section shall also contain information on applying for assistance under the guarantee. Guarantee shall be signed and in effect.

C. Information shall be organized by section, each section covering a specific equipment item. Section shall be listed in a Table of Contents at the front of each volume. Each section shall contain as a minimum:

1. Section Table of Contents.
2. Descriptive data including catalog cuts, technical bulletins, diagrams, drawings, charts, pump curves, wiring diagrams, and all other pertinent information describing the location, operation, maintenance, lubrication and other information necessary for the Owner to establish an effective operating and maintenance program.
3. Complete parts list that includes all component parts and parts diagrams for all equipment showing manufacturer's identification numbers for each part.
4. Copies of approved shop drawings, where required, to adequately describe interrelation of components within a system.
5. Complete electrical and control schematics with labeled terminations and all field changes.
6. List of special tools required for operation and maintenance.
7. List of spare parts supplied with the equipment, identified by manufacturer's part numbers.
8. Source of replacement parts and address and telephone number of the manufacturer's service representative.

D. At the end of each section, the Contractor shall include detailed maintenance and lubrication schedule for all equipment covered in the section. Schedule shall include the following, as a minimum, for each equipment item:

1. List and frequency of maintenance activities, other than lubrication.
2. Lubrication frequency and application points.
3. Lubricant type (weight of grade and recommended manufacturer) and method of application.

E. Completed manuals shall be submitted to the Engineer for review and acceptance. Incomplete or inadequate manuals will be returned to the Contractor for correction and resubmission. Manuals must be in acceptable form prior to full payment of the item or equipment.

35. EQUIPMENT INSTALLATION

The Contractor shall have on hand sufficient proper tools and machinery of ample capacity to facilitate the work and to handle all emergencies normally encountered in work of this character. Install all equipment strictly in accordance with the recommendations of the manufacturer.

Equipment shall be erected in a neat and workmanlike manner on the foundations at the locations and elevations shown on the Plans unless directed otherwise by the Engineer during installation. All equipment shall be correctly aligned, leveled and adjusted for satisfactory operation and shall be installed so that proper and necessary corrections can be made readily between the various units.

The Contractor shall furnish, install and protect all necessary guides, track rails, bearing plates, anchor and attachment bolts and all other appurtenances needed for the installation of the devices included in the equipment specified. Anchor bolts shall be made of ample size and strength for the purpose intended. Anchor bolts in submerged locations shall be of non-corrosive materials of the required strength.

The Contractor shall furnish all oils and greases for initial operation, and shall give to the Engineer a list of the lubricants used on each item of equipment. Insofar as possible, all lubricants shall be obtained from one manufacturer, approved by the Owner. Each item of equipment shall be tagged to show the date and the name and type of lubricant used.

36. ADDITIONAL ENGINEERING SERVICES

A. In the event that the Engineer is required to (1) provide additional engineering services as a result of substitution of materials or equipment by the Contractor, or changes by the Contractor in dimension, weight, power requirements, etc., of the equipment and accessories furnished; (2) examine and evaluate any changes proposed by the Contractor for the convenience of the Contractor; (3) provide additional engineering services as a result of Contractor's errors, omissions or failure to conform to the requirements of the Contract Documents; (4) provide additional engineering services including resident observation and inspections for any period the Contractor extends his work beyond the time of completion as stated in Article III(b) on page C-2 of the Specifications, due to the fault of the Contractor for not meeting his approved construction schedule, then the Engineer's expenses in connection with such additional services shall be paid by the Contractor to the Owner who shall reimburse the Engineer.

B. The "Engineer's Expenses" shall be computed based on the current rate schedules of the Engineer plus out-of-pocket expenditure as detailed in the agreement for engineering services between the Engineer and Owner.

SITE CONDITIONS

37. SITE INVESTIGATION

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

38. BORINGS

The Contractor shall perform such borings, soundings, test pit excavations seismic and geotechnical investigations as may be required to inform himself as to surface and subsurface water conditions, rock and other materials which may be encountered, prior to submitting a bid. The Contractor acknowledges that he assumes all risk contingent upon the nature of the subsurface conditions to be actually encountered by him in performing the work covered by the contract, even though such actual conditions may be of an unusual nature, differing materially from those ordinarily encountered or may result in the Contractor performing more or less work than he originally anticipated.

The logs of any available soundings, borings, rock cores, and other subsurface data, if secured in behalf of the Owner, are, for the convenience of the Contractor, included in the

Specifications. Such data (1) are made available in good faith solely for the purpose of supplementing the Contractor's own investigation, (2) have been utilized for general design purposes only and may not be indicative of all subsurface conditions that may be encountered, (3) may be inadequate for purpose of preparing a bid, (4) the data may not be accurate or complete, (5) the provided information may not be complete and that an independent soil and site investigation should be completed by the Contractor prior to bidding and (6) are in no event to be contractual considered a part of the Contract Documents. Examination of the soil samples may be made by making a request of the Engineer. The making available of these subsurface data to Bidders is not intended to relieve them from their responsibility to familiarize themselves with the subsurface conditions in accordance with the requirements of Article 5, Section A of the Instructions to Bidders. The boring logs, soil samples and other subsurface information will not be interpreted by the Owner or the Engineer, or the boring contractor. The Contractor's interpretation of such data will be solely according to his own judgement and he acknowledges that he is not to rely upon the same as accurately describing the subsurface conditions which may be found to exist. It is strongly recommended the contractor complete a pre-bid site inspection to verify subsurface conditions and the available information.

39. SUBSURFACE CONDITONS FOUND DIFFERENT

Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the Plans and indicated in the Specifications, he shall immediately give written notice to the Engineer of such conditions and, before they are disturbed, the Engineer shall promptly investigate the conditions and if he finds that a change in design and/or specifications is necessary and such change is implemented, any increase or decrease of cost resulting from such changes are to be adjusted in the manner provided herein for adjustments as to extra and/or additional work and changes.

The provisions of this Section are not to be construed as an indication that, where rock excavation is not a pay item but is included in the unit bid prices for pipe and structures, there would be additional payment for rock excavation because of subsoil conditions found to be different. Where the unit bid prices for pipe and structures include the cost of rock excavation, there will be no deduction in payments or additional payments to the Contractor for rock levels found to vary from the depths indicated or implied.

Excluded from consideration under this item is rubble, masonry, rock, etc. under 1 cubic yard in size which is excavated by conventional means.

40. SURVEY

All work under this contract shall be constructed in accordance with the lines and grades shown on the Plans or as given by the Engineer. The Engineer will establish bench marks, base lines, and other principal controlling points and set grade stakes every 100 feet of improvements and at manholes (once only). The Contractor shall check such lines and grades by such means as he may deem necessary and before using them shall call the Engineer's attention to any inaccuracies.

The Contractor shall furnish and maintain, at his own expense, stakes, batter boards, etc., and give assistance including qualified helpers, as shall may be required by the Engineer for setting and checking line and grade. The stakes shall be of hardwood, dry and 2 inch x 2 inch x 24 inch long with pointed end. The lath shall be hardwood ½ inch x 2 inch x 4 feet long with pointed end. Materials to be used by the Engineer shall be delivered to the site of the work, where stakeout is required.

The Contractor will be responsible to provide the Owner weekly progress reports reflecting as-built conditions (including manhole stations, off set and invert elevations) for the work completed. The field checks shall be performed by a Licensed Surveyor or a Professional Engineer and the reports shall contain his original signature and stamp. The reports shall be submitted to the project engineer prior to the start of the following week's construction.

The Contractor shall provide, for use by the Engineer and/or Owner's representative, for the duration of the project a surveying level with minimum accuracy of 0.1 distance in miles and a level rod of sufficient length to obtain invert elevations for each section of proposed sewer pipe laid. All equipment shall be subject to the Engineer's review. Prior to acceptance of said equipment by the Engineer, all equipment shall be calibrated and certified, by a qualified survey equipment firm, that said equipment is in first class condition. The Contractor shall also provide the use of one man to assist in obtaining all elevations when needed.

41. REQUEST FOR SURVEYS FOR LINES AND GRADES

The Contractor shall keep the Engineer informed, a reasonable time in advance, of the times and places at which he intends to work, in order that line and grades may be furnished and necessary measurements for record and payment may be made with the minimum of inconvenience to the Engineer or delay to the Contractor. It is the intention not to delay the work for giving lines and grades, but when necessary, working operations shall be suspended for such reasonable time as the Engineer may require for his purpose. All clearing and grubbing necessary for construction stake-out is the responsibility of the Contractor.

42. PRESERVATION OF STAKES, MONUMENTS, ETC.

The Contractor shall be held responsible for the preservation of all stakes, property lines, corners, control points, and, if in the opinion of the Engineer, any items mentioned above have been destroyed or disturbed, the cost to the Engineer of replacing them shall be charged against the Contractor at the Engineer's current rate for this type of work. Payment for the above work shall be made directly to the owner who shall reimburse the Engineer.

43. DATUM OF PLANS

All land, surface and water elevations refer to the datum specified on the Construction Drawings. Bench marks will be established by the Engineer.

44. PROJECT PHOTOGRAPHS

A. The Contractor shall engage and pay for the services of a professional photographer to make photographs prior to moving on site and bi-weekly thereafter at the locations and at such stages of construction as directed by the Engineer. Upon completion of the project, a minimum of four views shall be taken as directed by the Engineer to indicate the general extent of the developed site.

B. The Contractor is responsible to take a sufficient number of preconstruction photographs so as to resolve any disputes which may arise regarding the conditions prior to and subsequent to construction. Photographs shall be submitted to Engineer for approval prior to construction work. Should Engineer deem the number, type and quality of the photographs are insufficient to properly reflect existing conditions, the Contractor shall re-take photographs until Engineer's approval is received. If a dispute arises where no preconstruction photographs were taken, the disputed area shall be restored to the extent directed by the Engineer and to the complete satisfaction of the Engineer. The Engineer may, at his option, take additional preconstruction photographs which may be used to settle disputes, but he will not be required to make these photographs available to the Contractor. Preconstruction photographs taken by the Contractor will not be considered as part of the required number of construction photographs required.

C. During the project work, photographic documentation is required for all major work activities on a bi-weekly basis or at such intervals as necessary to provide complete documentation. The progress photographs shall be taken at times spaced, as appropriate, over each activity period to provide views representative of the entire project work. A minimum of six (6) exposures per session shall be taken.

The Contractor shall provide two (2) color prints of each photograph. Photographs shall be 8x10 inches in size, and should have the following information typed on the back:

- A. Title of Project, Project Number (Consecutive)
- B. Date
- C. Location (by description or station)
- D. Description of Photograph
- E. Contractor's Name
- F. Name and Address of Photographer

The prints and other information, as directed, shall be delivered to the Engineer as soon as they have been processed. Each photograph shall be numbered in sequence. Each photograph shall be cross referenced with a map showing the photograph number and directed arrow of the shot.

45. AREA TO BE OCCUPIED BY THE CONTRACTOR

The proposed work is located on the Owner's property, within highway right-of-ways, and/or within easements obtained by the Owner. The Contractor shall confine his work within these areas. Should the Contractor occupy land outside these boundaries, it shall be at his own risk and expense.

The required easements obtained for the Project are shown on the Plans. The Contractor shall be responsible for providing, at his expense, any special easement conditions that are contained in the easements as noted in these Contract Documents. Where, within the limits of the easement, trees are required to be cut, the Contractor shall offer the resulting firewood or timber to the property owner on whose land the trees have been felled and provide proof of such offer.

Should there be an easement that the Owner is in the process of obtaining; the Contract Documents will indicate as such. No work shall commence in these areas until the easement acquisition has been completed. No additional payment will be made to the Contractor for any delay in acquisition of the easement by the Owner. Delays will be considered as an extension to the date of completion if requested by the Contractor in writing.

46. PROTECTION OF PROPERTY

A. The Contractor shall be responsible for the preservation and protection of property adjacent to the work site against damage or injury as a result of his operations under this Contract.

If it is necessary to remove any structures due to the requirements of the work, the structures removed shall be replaced so that they are equal to the original condition. The Contractor shall assume full responsibility for any damage done and shall save the Owner harmless in all respects. Adequate insurance, approved by the Owner, shall be carried by the Contractor to cover his responsibility.

Public utilities shall be protected and service maintained. If it is necessary to move any utilities, arrangements will be made by the Contractor with the utility company for said work. Permanent support for all trench crossings of exiting utilities shall be provided and shall meet with the approval of the Owner or utility company concerned.

Any damage to gas mains, gas service, water mains, water services, cross drains, culverts, sewage disposal systems, electric, guard rails, etc., shall be repaired or replaced at the Contractor's expense.

The Contractor shall include in the unit and lump sum prices bid under this contract, the cost of relocating existing utilities (above and below ground) such as sewer and water pipe lines, power poles, gas lines, etc. In cases where the utility company is required by law to relocate their own services, the Contractor shall obtain and include in his bid proposal, the

utility company's cost for protection and/or relocation. It is recommended the Contractor review Division 1, Description of Bid Items, to determine the proper method to apply his costs.

B. The Contractor shall protect trees, shrubbery and other natural features or structures from being cut, trimmed or injured, unless ordered by the Engineer for clearing the site of the work. He shall prevent employees from tramping in shrubbery and vehicles from being driven through wooded lands. He shall protect trees adjacent to the work with plank walls, if necessary.

The Contractor shall provide and replant at his own expense, trees, lawns, shrubbery and other natural features destroyed or damaged. He shall conduct his operations within such limits as the Engineer directs.

C. It is the Contractor's responsibility to make himself aware of, and comply with, such safety regulations as may be required by jurisdictional agencies and shall at all times conduct his operations so as to avoid and eliminate any unsafe conditions created by his operations.

D. Where property owners express the desire to obtain timber or firewood resulting from the cutting of trees located within the limits of easements, the Contractor shall stockpile such timber or firewood, in areas designated by the property owners, adjacent to the work site. Timber, firewood and brush not claimed by property owners shall be removed by the Contractor and disposed of, off the site of the work, in the manner acceptable to the Engineer.

E. In the event of any claims for damage or alleged damage to private property as a result of work under this Contract, the contractor shall hold the owner harmless and shall be responsible for all costs in connection with the settlement of, or defense against, such claims. Prior to commencement of work in the vicinity of private property the Contractor at his own expense shall take such surveys as may be necessary to establish the existing condition of the property. Before final payment can be made, the Contractor shall furnish satisfactory evidence that all claims for damage have been legally settled or sufficient funds to cover such claims have been placed in escrow, or that an adequate bond to cover such claims has been obtained.

The Contractor agrees to comply with Industrial Code Rule 53 of the State of New York Department of Labor, relating to "Construction, Excavation and Demolition Operations at or near Underground Facilities."

F. Where, in the opinion of the engineer, relocation or replacement of utilities not shown on the drawings but encountered within the trench pay width is required for construction of the project, additional payment will be made as described below:

1. Additional payment will not be made for the relocation or replacement of sewer, water, gas, telephone, TV cable and power connections to buildings. Such service connections, though not shown on the Drawings, are an intrinsic part of the work along developed streets and their protection and relocation shall be included in the various unit bid prices.

2. Additional payment for relocation or replacement of utilities not shown on the Drawings and Documents shall only be made where, in the opinion of the Engineer, such relocation or replacement is not avoidable and is required for the construction of the project. Additional payment for relocation or replacement of utilities not shown on the Drawings and Documents will not be approved where, in the opinion of the Engineer, the proposed relocation or replacement is solely for the purpose of facilitating the Contractor's operations.

3. Limits for additional payment for relocation of utilities not shown on the Plans shall be the actual length located within the trench pay width plus two (2) feet either side, to allow for connections that have to be made outside the trench pay width.

4. Amount of additional payment for relocation or replacement of utilities not shown on the drawings shall be as follows:

a. Where work is done by a utility company, payment shall be for the actual reimbursement by the Contractor to the utility company for work within limits described in Section 3 above. No Contractor's overhead, profit, and/or other incidentals will be allowed to be added to the utility company's invoice for services.

b. Where work is done by the Contractor, payment shall be for excavation, pipe, concrete, reinforcement, steel sheet piling, at stipulate unit prices for Contingency Items, plus invoice cost of valves, pipe, cables, ducts and other appurtenances incorporated in the work for which there are no Contingent Items, and select material backfill and pavement replacement at unit bid prices, all within limits described in Section 3 above.

c. Except for the payments listed above, there will be no other additional payments for costs incurred for the relocation or replacement of utilities that are not shown on the Drawings, but, in the opinion of the Engineer, are required to be relocated or replaced. The cost of delays, the cost of pumping to lower ground water levels, and other similar expenses incurred are to be included in the bid prices in the proposal.

47. EXISTING STRUCTURES AND UTILITIES

A. The Contract Drawings show information regarding the location of existing utilities. This information is secured from existing records and field data, from reliable sources, but is not guaranteed to be entirely accurate or complete. The Contractor shall inform himself regarding the conditions. No extra payment will be allowed to the Contractor for variation in locations of structures or conditions not shown, except as outlined in Division 1, Description of Bid Items.

B. It will be necessary for the Contractor to locate all water services, gas services, water mains, gas mains, cross drains, culverts, sewers, sewer laterals, electric conduits, etc., as to depth and alignment in advance of laying. The Contractor shall excavate and uncover all underground utilities and structures to be crossed or paralleled by the proposed work a sufficient time in advance of construction to permit a change in line and grade of the proposed work if the

location of the existing utility or structure should interfere with the proposed work. Where, in the opinion of the Engineer, a change in the line and grade is not practicable, interfering utilities shall be relocated.

C. Where it is necessary to install the sewer pipe lines close to water lines or between other pipe lines for short distances, the Contractor shall shore, block and protect the other mains to the satisfaction of the utility agency or municipality having ownership or jurisdiction over said pipe lines.

D. Whenever existing utilities or other underground facilities are encountered which obstruct the line or grade of the proposed pipeline, thereafter the Contractor shall notify the Engineer, and he shall make such revisions to the construction plans as may be necessary and as ordered by the Engineer, to remedy the situation. An extension of time will be allowed in proportion to the delay incurred. The Contractor shall proceed in accordance with the revised written instructions of the Engineers. A reasonable interval of time shall be allowed the Engineers for preparing such revisions. NO additional payment will be made to the Contractor for any delay resulting from preparing such revisions.

E. Access to various municipal structures shall not be obstructed by the Contractor to prohibit use of hydrants, valves, manholes, fire alarms, etc. The Contractor is to make no connections to existing water mains, or operate valves on existing mains, or otherwise interfere with the operation of the existing water distribution system, without first giving twenty-four (24) hours notice to the Owner, and securing his approval of the proposed action.

If it becomes necessary to shut off the water service, consumers so affected shall be notified at least three (3) hours before by the Contractor, and in the case of industry, provide reasonable notice considering his requirements.

48. SUPERVISION-COMPETENT WORKERS

The Contractor shall give the work his personal attention. He shall keep on the work site at all times, from the start to the final acceptance of the work, a superintendent who, in the absence of the Contractor, shall have full authority from the Contractor to execute these orders without delay and to supply materials, equipment and labor. The on-site superintendent shall be fully aware of all health and safety regulations and OSHA Standards. The superintendent shall coordinate the activities of the Contractor's employees and subcontractor to ensure proper safety measures are being followed during the construction of improvements.

The superintendent shall not be changed except with the consent of the Engineer, unless the superintendent proves to be unsatisfactory to the Contractor. The superintendent shall represent the Contractor in his absence and all directions given to him verbally or otherwise, shall be as binding as if given to the Contractor. Important verbal directions will be confirmed in writing by the Engineer to the Contractor. Other verbal directions will be so confirmed on written request of the Contractor. The Contractor shall give efficient supervision to the work using his best skill and attention. The Engineer shall not be responsible for the acts or omissions of the superintendent or his assistants.

The Contractor shall employ only competent and efficient workmen and first class mechanics or artisans for every kind of work. Whenever, in the opinion of the Engineer, any man is unfit to perform his task, or does his work contrary to directions, or conducts himself improperly, the Contractor must remove him immediately from the project upon the Engineer's written request.

49. ENGINEER'S OBSERVERS

Duly authorized observers who shall perform their duties under the direction of the Engineer will be assigned to the work or each part thereof.

No Contractor shall refuse to allow representatives of the County Agencies, State Agencies, Federal Agencies, and other Agencies having jurisdiction over portions of the work, to gain access to the project and to make such inspections as are required.

A. All material and workmanship shall be subject to review, examination and testing by the Engineer, and other representatives of the Owner, at any and all such times during manufacture and/or construction, and at any and all places where such manufacture and/or construction are carried on.

B. The Contractor shall execute his work in the presence of an Observer and during the working hours of the day unless specifically directed otherwise, and shall afford every facility for observing and reviewing the materials and work at all times. The presence of the Observer shall in no way lessen the responsibility of the Contractor. In case any dispute arises between the Contractor and the Observer as to materials furnished or the manner of performing the work, the Observer shall have authority to reject materials or suspend the work until the question at issue can be referred to and decided by the Engineer. The Observer is not authorized to revoke, alter, enlarge, relax, or release any requirements of these Contract Documents, not to approve or accept any portion of the work, nor to issue instructions contrary to the Drawings and Specifications.

C. The Contractor shall keep a job diary listing the activities performed, the personnel on the job site and any other noteworthy items. Such diary shall be available for the review of the Owner or the Engineer.

D. If the Specifications, the Engineer's instructions, laws, ordinances, or any public authority requires any work to be specially tested or reviewed, the Contractor shall give the Engineer timely notice of its readiness for review; and if the review is by an authority other than the Engineer, of the date fixed for such review. If any work should be covered up without approval of consent of the Engineer, it shall, if required by the Engineer, be uncovered for examination and properly re-stored at the Contractor's expense.

E. At any time during the progress of the work, and up to the date of final acceptance, the Engineer shall have the right to reject any work which does not conform to the requirements of the Contract Documents, even though such work has been previously reviewed and paid for. Any omissions or failure on the part of the Engineer to reject any work or materials

at the time of review, shall not be construed as an acceptance of any defective work or materials. If any work or materials shall be condemned by the Engineer as defective, or improperly done, such work shall be removed and replaced or the defects otherwise remedied in a manner satisfactory to the Engineer, and consistent with the intent of the Contract, at the expense of the Contractor.

50. STORAGE AND HANDLING OF MATERIALS

A. The Contractor shall store his equipment and materials at the job site in a manner acceptable to the Owner or Engineer, and in conformity to applicable statutes, ordinances, regulations and rulings of proper public authority. He shall not store unnecessary materials or equipment on the job site. He shall enforce the instructions of the Owner and the Engineer respecting signs, advertisements, fire and smoking.

B. The Contractor shall store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors.

C. The Contractor shall place upon the work of any part thereof only such loads as are consistent with the safety of that portion of work.

D. Materials stored upon streets or roads shall be so placed as to cause minimum obstruction to traffic and to the public. Materials stored upon streets or roads are subject to the approval of the agency having jurisdiction of the highway. Materials shall not be placed within 10 feet of fire hydrants. Gutters and drainage inlets shall be kept unobstructed at all times. The Contractor shall not store materials or encroach upon private property without the written consent of the owners of such private property.

51. PROTECTION OF WORK AND MATERIALS

During the progress of the work, and up to the date of final acceptance, the Contractor shall bear all risk of loss and shall be solely responsible for the care and protection of all work and materials covered by this Contract.

All work and materials shall be protected against damage, injury or loss from any cause whatsoever and the Contractor shall make good any such damage or loss at his own expense before final payment is made.

52. PROTECTION OF TRAFFIC

A. The Contractor shall inconvenience traffic as little as possible and shall provide suitable barricades, red lights, "danger" or "caution" signs at all places where the work constitutes in any way a hazard to the public. All barricades and obstructions along public roads shall be illuminated at night and all lights for this purpose shall be kept burning from sunset to sunrise.

B. In addition, the Contractor shall provide and maintain such other warning signs and barricades in other areas as may be required for the safety of those employed in the work or visiting the site.

C. The Contractor shall provide watchmen at particularly dangerous locations such as railroads, heavily traveled roadways and similar locations, and where ordered by the Owner.

D. Access to private properties over driveways shall be maintained. Temporary structures erected by the Contractor to accomplish this shall be safe. The Contractor shall be liable for any damage ordinary resulting from the work.

E. Arrangements for traffic protection and control, detours, barricades, danger signs and warning lights shall be provided in accordance with local jurisdictional authorities' requirements and the Manual of Uniform Traffic Control Devices by New York State Department of Transportation.

53. TRAFFIC CONTROL

A. The Contractor shall maintain vehicular and pedestrian traffic and protect the public from damage to person and property, within the limits of the project, for the duration of the contract.

B. The Contractor is placed on notice that the maintenance and protection of traffic and protection of the public during construction is considered as important and as necessary of an item of work as is the actual construction itself. All work under this bid item shall be performed in accordance with the New York State Department of Transportation Standard Specification, latest revision. The Contractor shall protect the user from damage to person and property which may result directly or indirectly from a construction operation. The New York State Department of Transportation Specifications requirements of Section 107 "Legal Relations and Responsibility to Public" shall apply.

C. All existing roads, streets, sidewalks, and traffic ways shall be kept open for the passage of traffic and pedestrians during the construction period unless otherwise approved by the Owner, Engineer, or authority having jurisdiction over same.

D. When required to cross, obstruct or temporarily close an existing site road, street, sidewalk or traffic way, Contractor shall provide and maintain suitable detours or other approved temporary expedients for the accommodation of traffic. Closings shall be for the shortest time practical and passage will be restored immediately after the completion of backfill and temporary paving or bridging. Stopping traffic for more than five minutes shall not be permitted unless specifically authorized in writing from the authority having jurisdiction.

E. Contractor shall give 48 hour notice to the fire and police departments, and school districts of his proposed operations including shutdowns.

F. Contractor shall provide, install, move, remove and maintain all signs, signals, barricades, flares, lights and all other equipment, service and personnel required to regulate and protect all traffic, and warn of hazards. All such work shall conform to the requirements of the owner or authority having jurisdiction. Remove temporary equipment and facilities when no longer needed.

G. Traffic shall be maintained over a reasonably smooth traveled way which shall be so marked by signs, delineators and/or other methods so that any person unfamiliar with conditions is able to safely ride, drive or walk day or night with a minimum of discomfort and inconvenience over all or any portion of the street under construction where traffic is to maintained. All work shall conform to the New York State Manual of Uniform Traffic Control Devices.

H. Contractor will be responsible to prepare maintenance and protection of traffic plan with the applicable Erie County Highway Department, NYS DOT and the local Highway Department for approval. The maintenance and protection of traffic plan shall be prepared by an engineer licensed to practice in New York State.

I. Contractor shall provide the necessary traffic control equipment and flagmen for adequate traffic control where traffic is restricted to one (1) lane or where other conditions require or as required by permit conditions.

J. Contractor shall provide ingress and egress to and from intersecting streets, homes, businesses and commercial establishments including any temporary pavement. Contractor shall maintain existing bus stops, if any, so passengers are reasonably accommodated.

K. Contractor shall provide temporary markings in accordance with the New York State Manual of Uniform Traffic Control Devices, as required by the agency having jurisdiction, as shown on the plans and specifications and/or as ordered by the Engineer.

L. Contractor shall control dust and keep traveled way free from materials spilled from hauling equipment. Consult with governing authorities to establish thoroughfares which will be used for haul routes and access. Provide traffic control of haul routes to expedite traffic and to minimize interference with normal traffic.

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

N. The Engineer and Owner shall assume no responsibility for any of the work performed by the Contractor.

54. WORK ALONG HIGHWAYS, RAILROADS, WATERWAYS, AIRPORTS, ETC.

Work along and under roads, railroads, waterways, airports, etc., shall be made in accordance with the Plans and Specifications, and in compliance with permits for the work issued by the Agency of jurisdiction, (see Paragraph 67) which permits the Contractor shall secure and pay for. The cost of any temporary structures or facilities required by the agency having jurisdiction, shall be paid for by the Contractor. The cost of all additional insurance, etc., required by the permit shall be provided by the Contractor.

Any special backfill required and pavement replacement shall be paid under the appropriate bid items, unless otherwise indicated. All other work, materials and equipment shall be included in the construction prices, and no extra will be allowed for such construction. The Contractor shall determine the general requirements of permits of controlling agencies prior to submitted a bid.

The costs of flagging, protective personnel and engineering inspection provided by a railroad, airport, highway department, etc., shall be reimbursed by the Contractor. Costs arising from damage arising from the Contractor's work shall be reimbursed by the Contractor.

55. HOURS OF WORK

It is proposed that the work shall progress on the project every work day during the week, and continuously week by week, until the job is complete, except for holidays, and such days as weather or working conditions make work impractical in the opinion of the Engineer.

Night work after 6:00 p.m. and earlier than 7:00 a.m. shall not be performed without the consent of the Engineer. Failure to abide by the stated times will deem all completed work to be "unacceptable" and not eligible for payment.

56. INCLEMENT WEATHER

Work that would be subject to damage shall be stopped during inclement, stormy or freezing weather. Only such work as will not suffer injury to workmanship or materials will be permitted. The Contractor shall carefully protect his work against damage or injury from the weather, and when work is permitted to proceed during freezing weather, he shall provide and maintain approved facilities for heating the materials and for protecting the finished work.

If, in the opinion of the Engineer, any work or materials that are damaged or injured, by reason of failure on the part of the Contractor or any of his subcontractors to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

57. DUST HAZARD

If, in carrying out this Contract, a harmful dust hazard is created for which appliances or methods for the elimination of harmful dust to have been approved by the Board of Standards and Appeals, then the Contractor agrees to install, maintain and effectively operate such

appliances and methods during the life of this Contract; and in case of failure of compliance of the Contractor as provided by Section 222a of the Labor Law, its Contract shall be void.

When directed by the Engineer, the contractor shall sprinkle water where directed and in such quantities and at such frequencies as may be required to control such dust and prevent it from becoming a nuisance to the surrounding area at no additional cost to the Owner. All roads must be maintained dust free at all times. Daily cleaning will be required. Any damage caused by dust from the Contractor's operation shall be remedied at his expense.

The use of any petroleum products or the use of calcium chloride for dust control is strictly prohibited.

58. ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons (including employees) and property, and hazardous conditions shall be guarded against or eliminated.

The Contractor shall provide at the site, such equipment and medical facilities as are necessary to supply First-Aid Service to any of his personnel who may be injured in connection with the work. The Contractor shall promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or adjacent to the site, which caused death, personal injury or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Engineer and the Owner. If any claim is made by anyone against the contractor or a subcontractor on account of any accidents, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.

59. TEMPORARY LIGHT AND POWER

Unless stated otherwise in the Contract Documents, where there is more than one Contractor on a project involving structures or buildings, it shall be the obligation and responsibility of each Prime Contractor to provide and maintain temporary facilities for furnishing light and power necessary for operations under their own Contract, and to make all necessary arrangements therefore, including all required connections, ordering the meter, and paying all fees and inspection charges. Removal of temporary facilities shall be by each Prime Contractor. The installation and meters shall remain until completion of the Project.

If, in the opinion of the Engineer, the facilities provided are inadequate, the Prime Contractors will not be permitted to proceed with any portion of the work affected thereby.

All wiring for electrical light and power shall be installed and maintained in a first class manner, as ordered or approved, and at all points securely fastened in place. Unless otherwise permitted, circuits separate from lighting circuits shall be used for all power purposes. Temporary electric shall be in conformance with the National Electrical Code.

60. TEMPOARY WATER SERVICE

Unless stated otherwise in the Contract Documents, where there is more than one Contractor on a project, involving structures and buildings, it shall be the obligation and responsibility of each Prime Contractor to provide and maintain the temporary water service on the site of work suitable for all operations under their own Contract, and to make all necessary arrangements and payments therefore.

Removal of temporary facilities shall be the responsibility of each Prime Contractor. The installation and meters shall remain until need for same by each Contractor has ceased, or until completion of the Project.

The Prime Contractor for each Contract shall provide, at his own expense, the water supply necessary for drinking purposes.

61. TEMPORARY HEATING

Unless stated otherwise in the Contract Documents, where there is more than one Contractor on a project, each Prime Contractor shall provide temporary heat as required when work under their own contract is being carried on during cold weather and to prevent damage to the work. Hest shall be furnished when and as directed by the Engineer, by means of portable or fixed units. Each Prime Contractor shall provide and pay for all fuel used in the temporary facilities and shall provide proper smoke pipes or other means to prevent smoke or smudge from marking up walls, ceilings, or other parts of equipment.

62. SANITARY REGULATIONS AND PROVISIONS

When there is more than one Contractor on a project, each Prime Contractor shall provide ample washroom and toilet facilities and drinking water supply as required for their own needs, and shall prohibit and prevent the committing of nuisances on the site of the work, or on adjoining property.

Ample washroom and toilet facilities and a drinking water supply shall be furnished and maintained in strict conformity with State and County Health Laws.

63. FIELD OFFICES

Each Contractor shall erect, furnish and maintain a field office with a telephone at a location approved by the Engineer, during the entire period of construction. He, or an authorized agent, shall be present at his office at all times while his work is in progress. Readily accessible copies of the Contract Documents, project schedule, approved shop drawings, marked up red lined "Record" drawings, showing field changes, wage rates, required OSHA and Labor Law information, and all other pertinent information shall be kept at his field office.

The Contractor, or in the case of structures and buildings, the General Contractor shall provide a separate field office at the site for use by the Engineer and the Owner's representative.

The Contractor shall submit for approval a plan of the office facility within twenty days following the signing of the Contract. The Engineer's field office shall be on site, furnished, electrified and provision made for connection of water and sewage prior to the start of any major construction work. Subject to the Engineer's approval, the Contractor may provide office space in an existing building.

The field office shall be of substantial weatherproof construction with a usable floor space of not less than 10' x 30' (a standard office trailer) and provided with at least three windows for light. Air conditioning will be provided. Drinking water and a water cooler for drinking water shall be furnished. Two (2) separate washrooms with toilet facilities shall be provided in the office, equipped with a sewer connection or septic tank, a plumbing system and hot and cold running water. A separate self contained toilet facility will be allowed as an alternate if a public sewer is not available. An approved pressure type oil heater or other suitable heating equipment which will heat the office to a temperature of 72 degrees at 0 degrees F. outside temperature shall be furnished and installed. Electric wiring and fixtures and direct line telephone shall be furnished and installed as directed by the Engineer.

The field office is identified as a place of employment by the Clean Indoor Air Act (CIAA) where smoking is not permitted.

The office shall have the following furniture:

- 1 – Reference table (30" x 60")
- 1 – Suitable office desk with drawers and locks
- 1 – Drafting table (with lamp) and drafting stool
- 4 – Chairs
- 1 – Steel supply cabinet with not less than 16 square feet of shelf space
- 1 – Four-drawer steel file cabinet with lock
- 1 – Plan holding rack
- 1 – Coat rack
- 1 – Telephone with Recorder Answering Machine
- 2 – Waste baskets
- 1 – First aid cabinet (as required by OSHA)
- 2 – Fire extinguishers (as required by OSHA)
- 1 – Electric calculator
- 1 – Photo copying machine (dry type copies), paper, toner
- 1 – Fax Machine with dedicated separate phone service
- 1 – Cellular Telephone with service one month past the completion date, available adaptors, chargers, and a total of two batteries
- 1 – Cocoa door mat 18" x 24"

The Contractor shall provide the Engineer with a cellular telephone with both a wall and car charger for the duration of the Contract. The Contractor shall provide at his own expense, for the Engineer's cellular telephone use costs for the duration of the Contract. The Contractor shall also furnish for the duration of the Contract a digital camera with the following minimum features: 10 megapixels, 12x optical zoom, 8 GB memory card, rechargeable lithium battery,

USB cable and a case. The Contractor shall also furnish for the duration of the Contract a laptop computer free of miscellaneous files pictures etc., with the following minimum features:

- Intel Core 15 Processor
- Windows Operating System (Windows 7 Pro.)
- MS Office 2010
- 6 GB Ram
- 500 GB Hard Drive
- Power cord and rechargeable battery
- Optical mouse
- Optical Drive DVD±RW/CD-RW
- Internet Explorer
- Contractor to provide a Wireless Internet Card connection at his own expense compatible with the laptop for the duration of the contract.
- Inkjet Printer compatible with the laptop for the duration of the contract.
- Scanner compatible with the laptop for the duration of the contract.
- Dust Covers for all Electronic Pieces for the duration of the contract.
- Laptop case

The Contractor shall provide at his own expense, all heating, lighting, air conditioning, telephone, water, plumbing, and janitorial service for the duration of the Contract.

After the acceptance of the Contract, the building and equipment shall become the property of the Contractor. All records shall be delivered to the Owner at the completion of the job.

The Contractor shall provide and maintain a gravel, cinder or slag road to the office, and a parking area adequate for four cars adjacent to the office. Snow removal for the office parking and access road shall be included as maintenance. The Contractor shall restore, at his own expense, all areas disturbed by the field office to the satisfaction of the Engineer.

The field office shall be maintained until the final acceptance of the project.

A sign shall be furnished on the outside of the Field Office. The sign shall be 2' - 0" x 3' - 0" x ¾" thick marine plywood with white background and black letters.

The sign shall have the words FIELD OFFICE painted across the top, and shall also contain the following information:

Engineer's Name
Engineer's Mailing Address
Telephone Number (Both Main Office/Field Trailer)
Project Name

64. PROJECT SIGN

The Contractor or the General Contractor in the case of more than one Contract, shall provide and maintain at the site a project sign conforming to the following:

A. Sign shall be 8 feet wide and 4 feet high, constructed of construction grade dressed lumber framing and grade A-B exterior plywood panels. Framing shall be solidly built of 2" x 4" stock with 4" x 4" support posts. Plywood panels shall be installed on the framing and well nailed along all supports. The entire sign shall be painted with approved paint as follows:

- 1 coat primer
- 1 coat exterior enamel undercoater
- 2 coats exterior enamel

B. The field sign shall be painted white. Lettering shall be black. The sign shall show the items of the legend in letters varying from 2" to 6" high according to the approved text. A complete layout of the sign shall be submitted for approval. The text shall show all pertinent information as shown on the Project Sign Detail of these Specifications, Page GCC-38, as may be required by the Owner.

C. The sign shall be erected in a substantial manner with adequate bracing, at the location directed by the Engineer. The Contractor shall protect the sign from injury during the continuance of the work under the Contract and shall do all patching of lettering, painting and bracing thereof necessary to maintain same in first class condition and in proper positions. At the expiration of all work under the Contract, the project sign shall be removed by the Contractor. The Contractor shall restore, at his own expense, all areas disturbed by the project sign to the satisfaction of the Engineer.

2"
6"
2"
3"
2"
4"
2"
4"
2"
4"
2"
3"
2"
3"
2"
3"
2"

4'-O₂

ERIE COUNTY SEWER DISTRICT NO. __

_____ (PROJECT NAME)*_____

ENGINEERING BY: _____

CONSTRUCTION BY: _____

1'6"

4'-0" MIN.

4"x4" POST

GRADE

BLACK LETTERS
ON WHITE BACKGROUND

GCC - 38

65. CLEANUP

During construction of the work, the Contractor shall, at all times keep the site of the work and adjacent premises as free from material, debris and rubbish as is practical and shall remove the aforementioned from any portion of the site, if in the opinion of the Engineer such material, debris or rubbish constitutes a nuisance or is objectionable.

The Contractor shall remove from the site all of his surplus materials and temporary structures when no further need therefore develops.

“Off site disposal of construction and demolition debris shall be handled in accordance with all State and local regulations. In no case shall such debris be disposed of in water bodies, flood plains or wetlands.”

At the conclusion of the work and before final payment, all equipment, tools, temporary structures, and materials belonging to the Contractor shall be promptly taken away, and he shall remove and promptly dispose of all water, dirt, rubbish, or any other foreign substances.

ADMINISTRATIVE PROVISIONS

66. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees, and shall assume all responsibility for damage to the owner and Engineer and defend all suits at his own expense arising through infringements of patent rights, connected with any or all of the materials, appliances, articles or systems used in the performance of this work, and shall pay all royalties on apparatus or methods installed by him.

The Contractor shall hold and save the Owner and Engineer and their officers, agents, servants and employees, harmless from liability of any nature or kind, including cost and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

67. PERMITS AND LICENSES

Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor unless otherwise stated in the Contract Documents. Permits, licenses and easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Engineer in writing and any necessary changes shall be adjusted in the manner provided herein for adjustment as to the extra and/or additional work and changes.

In certain situations, the Owner may still be in negotiation with railroad, utilities companies, etc. In these cases, the Owner shall complete negotiations and pay the full amount necessary to procure said permits, licenses, etc. No additional payment will be made to the Contractor for any delay in acquisition of the permit, license, or easement by the Owner. Delays will be considered an extension of time if requested by the Contractor in writing.

If changes in the work or alignment or the Contractor's methods of construction require that additional permit(s) be obtained, the cost for such permits and any delays in construction associated therewith shall be borne by the Contractor.

68. LAWS, TAXES

A. The Contractor shall comply with all laws, ordinances, rules and regulations affecting the work, and shall give proper public authorities all requisite notice in connection with the work. The Contractor shall be solely responsible for any damage resulting from his neglect to obey all laws, regulations, rules and ordinances, and should he perform any work called for by the Specifications or Drawings, knowing it to be contrary to such laws, regulations, rules and ordinances, and without notifying the Engineer, in writing, and obtaining written consent to proceed, he shall bear all costs and damages arising therefrom.

B. The Contractor shall pay all taxes, applicable to the work and materials supplied under this Contract, it being understood that in no case shall any such tax be borne by the Owner.

69. HOURS AND WAGES

A. No laborer, workman, or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or 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 case of extra-ordinary emergency as described in Section 220(2) of the New York State Labor Law.

B. The wages and supplements to be paid to laborers, workman or mechanics performing work under this Contract shall be not less than the prevailing rate of wages and supplements as defined and determined by the New York State Labor Law. On projects involving both State and Federal agencies, the Contractor shall obtain the Federal Wage rates and apply the higher rate for the trade or occupation. The prevailing rate of wages for New York State are attached to these Specifications in Appendix "A". The Contractor is responsible for all modifications to the prevailing wage rates that may occur during the course of the Contract.

C. There shall be paid each laborer or mechanic of the Contractor or subcontractor engaged in work on the project under this Contract in trade or occupation listed below, not less than the hourly wage rate set opposite the same, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics.

D. Any laborer or mechanic employed to perform work on the project under this Contract, which work is not covered by any of the classifications, of the various State and Federal agencies, shall be paid not less than the minimum rate of wages specified herein for the classification which most nearly corresponds to the work to be performed by him and such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification. In the event any dispute on that question cannot be adjusted, the information, together with the recommendations of the Owner's Engineer or its other authorized representatives, shall be referred for determination to the Owner's governing body or other duly designated official whose decision on the question shall be conclusive on the parties to the Contract with the same effect as if the work performed by such laborer or mechanic had been classified and the minimum rate specified herein.

E. The foregoing specified wage rates are minimum rates only. The Owner will not consider any claims or additional compensation made by the Contractor because of payment by the Contractor of any wage rate in excess of the applicable rates contained in this Contract. All disputes in regard to the payment of wages in excess of those specified in this Contract shall be adjusted and resolved by the Contractor.

F. Except as may be otherwise required by law, all claims and disputes pertaining to the classification of labor employed on the project under this Contract shall be decided by the Owner's governing body or other duly designated officials, or the New York State Department of Labor.

70. POSTING MINIMUM WAGE RATES

The Contractor shall post at appropriate conspicuous points at the site of the project a schedule showing all determined minimum wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged. The wage rates shall be posted on a sign written in English with a bold heading stating "Prevailing Rate of Wages". The lettering of the heading shall be no smaller than 2" in height and 2" in width and the entire sign shall be weatherproof. On projects involving both State and Federal agencies the Contractor may be required to post both State and Federal Wage Rates, the higher of which shall apply in any classification.

71. PAYROLL RECORDS

The Contractor and all subcontractors will be required to furnish to the Engineer duplicate copies of all payrolls incurred as a result of work on the project. Payrolls are to be submitted on U.S. Department of Labor Payroll Form WH-347, signed by an officer of the company, no later than three days after the close of any payroll period and not in any case later than the Contractor's monthly payment estimate. Prime Contractors are required to submit certified payrolls from the issuance of the Notice to Proceed until contract close out. Negative reports shall be submitted for times when no actual work is being performed. Subcontractors are required to submit certified payrolls for only the time spent on the project.

Per the SPOTA Bill, the individual designated as the person responsible to collect certified payroll is the engineer in charge of the project. This person's name shall be posted in a conspicuous location at the project site.

The filing of certified payrolls is a condition of payment. A contractor that willfully fails to file certified payrolls shall be guilty of a Class "E" felony and subject to a civil penalty of up to \$1,000.00 per day.

Upon completion of the contract work, the prime Contractor shall be required to execute a Public Improvement Contract Certification for (PICC-2) certifying that the provisions of Section 220-a of the New York State Labor Law have been complied with and that all laborers, workman or mechanics employed by the Contractor on this project have been paid the applicable prevailing wage rates and supplements.

Upon completion of the contract work, all subcontractors to the prime Contractor shall be required to execute a Public Improvement Contract Certification form (PICC-1) certifying that the provisions of Section 220-a of the New York State Labor Law have been complied with and that all laborers, workman or mechanics employed by the subcontractor for work done on this project have been paid the applicable prevailing wage rates and supplements.

Final payment will not be issued until all forms have been properly executed by the prime contractor and subcontractors.

72. APPRENTICES

The minimum wage rates, if any, herein specified, for apprentices, shall apply only to persons working with the tools of the trade they are learning under the direct supervision of journeymen mechanics. Except as otherwise required by law, the number of apprentices in each trade or occupation employed by the Contractor or any subcontractor shall not exceed the number permitted by the applicable standards of the United States Department of Labor or in the absence of such standards, the number permitted under the usual practice prevailing between unions and the employer's associations of the respective trade of occupations.

73. COMPUTATION OF WAGES ON EIGHT HOUR DAY: OVERTIME COMPENSATION

The wages of each laborer and mechanic engaged in work on the project under this Contract shall be computed on a basic day rate of 8 hours per day, 8 hours of continuous employment, except for lunch periods, constituting a days work when a single shift is employed, and 7 ½ hours of continuous employment except for lunch period constituting a days work when 2 or more shifts are employed. Work in excess of 8 hours per day shall be permitted upon compensation when a single shift is employed, at a minimum of 1 ½ times the basic rate of pay (i.e., the rate actually payable to the laborer or mechanic, which may be higher but not lower than the minimum wage set forth in the foregoing schedule) for all hours worked in excess of 8 hours, on any one day and when two or more shifts are employed, at a minimum of 1 ½ times the basic rate of pay for all ours worked in excess of 7 ½ hours on any one day. In addition, all

laborers and mechanics shall receive compensation at a rate not less than 1 ½ times their basic rate of pay for all hours of work in excess of forty in one week when one shift is employed and all hours of work in excess of thirty-seven and one-half in one work week when two shifts are employed. The provisions of this article shall not limit agreements to the contrary, mandatory overtime compensation in excess of that stipulated herein and such extra compensation shall not constitute a claim for additional compensation under this Contract.

74. WAGE UNDERPAYMENTS AND ADJUSTMENTS

The Contractor agrees that in case of underpayment of wages to any worker on the project under this Contract by the Contractor or any subcontractor, the Owner shall withhold from the Contractor out of payments due, an amount sufficient to pay such workers the difference between the wages required to be paid under this Contract and the wages actually paid such worker for the total number of hours worked, and that the Owner may disburse such amount so withheld by it for and on account of the Contractor to the Employee to whom such amount is due. The Contractor further agrees that the amounts to be withheld pursuant to this paragraph may be in addition to the percentages to be retained by the Owner pursuant to other provisions of this Contract.

75. PAYMENT OF EMPLOYEES

The Contractor and all subcontractors shall comply with the Regulations of the Secretary of Labor made pursuant to the Anti-Kickback Act of June 30, 1940, 40 U.S.C. 276(c) and any amendments or modifications thereto. The Contractor and all subcontractors shall furnish the Owner with weekly statements of compliance. In case of subcontracts, the Contractor shall cause appropriate provision to be inserted in any subcontracts for the work which he may let to insure compliance with said Anti-Kickback Law by all subcontractors subject thereto, and the Contractor shall be responsible for the submission of all statements of compliance required of subcontractors by said Anti-Kickback Act except as the Secretary of Labor may specifically provide for reasonable limitations, variations, and exemptions from the requirements thereof.

The Contractor and each of his subcontractors shall pay each of his employees engaged in work on the project wages in full in cash and not less often than once every other week, less legally required deductions. Provided that when circumstances render payment in cash infeasible or impracticable, payment by check may be effected upon consideration that funds are made available in a local bank and checks may be cashed without charge, trade requirements, or inconvenience to the worker. In any event, records of such payment, deductions, and hours worked shall be provided each employee with each payment of wages.

76. PAYMENT BY CONTRACTORS

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered, (b) for all materials, and equipment which are delivered to and properly stored at the project site or in an approved warehouse to the extent of 90 percent thereof, not later than the 15th day following each payment to the Contractor and the balance of the cost thereof not later than the 15th day

following the completion of that part of the work in or on which such materials and equipment are incorporated or used, and (c) to each of his subcontractors, not later than the 7th day following each payment to the Contractor, the respective amounts all owed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest thereon.

77. NOTICE TO PROCEED

Work shall be started on the Contract within 5 days of the Notice to Proceed given by the Owner. If the Contractor starts work prior to the Notice to Proceed, such action shall be deemed a waiver of such notice. No work shall proceed without Owner's approval of the Contractor's required bonds, insurance and MBE/WBE program.

78. CONSTRUCTION SCHEDULE

Within 5 days after the date of the Notice to Proceed with this Contract, the Prime (General) Contractor on the project shall submit to the Engineer for review, six copies of his own proposed construction schedule showing in detail the proposed sequence of the work, the plan and means and methods of construction to be employed, and the estimated date of starting and completing each stage of the work in order to complete the Project within the contract time. If so required by the Engineer, the schedule shall be revised.

After review, sufficient additional copies of the reviewed schedule shall be submitted to the Engineer. The Engineer will transmit copies to each of the other Prime Contractors (should there be more than one Contract) for their use in preparing their construction schedules. They are to prepare their schedules and submit to the Engineer for acceptance. The General Contractor shall afford sufficient time in his schedule to allow the other prime contractors to coordinate and perform their work.

A. The Prime Contractor on each Contract shall adhere to the reviewed work schedule for his Contract. In the event a Contractor does not adhere to his work schedule and causes other Contractors to be damaged, the Contractor causing the delay shall save the Owner and Engineer harmless from all actions and charges of the other Contractors against the Owner or Engineer caused by said delay. The Engineer shall make such changes in the construction schedule as he may deem necessary.

B. Each Prime Contractor shall be responsible for the proper coordination of all work so as to maintain the schedules as accepted. Should any Contractor fail to adhere to any phase of the accepted schedule, he shall promptly adopt such additional means or methods of construction, including overtime, as may be required to make up lost time and complete each phase of his work in accordance with the schedule, all at no additional cost to the Owner.

C. Any additional engineering services required due to failure to complete the work according to schedule and within the time of completion allowed or required overtime to make up lost time, will be paid by the Contractor as stated in Paragraph 36 ADDITIONAL ENGINEERING SERVICES, on page GCC-20 of the General Contract Conditions.

D. Failure to progress the work in accordance with the schedule submitted and accepted by the Engineer, may at the discretion of the Engineer be construed as a failure to comply with the terms of the Contract and the owner may thereupon cancel the Contract in accordance with Paragraph 100 of the General Contract Conditions.

E. The construction schedule shall be reviewed monthly and updated if required.

79. ADDITIONAL SUBMITTALS

The Contractor shall also furnish on forms to be approved by the Owner: (a) a detailed estimate giving a complete breakdown of the Contract price, and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. As specified in paragraph 96 of the General Contract Conditions, the value employed in making up any of these schedules will be used only in determine the percent completion on the job site.

80. SUBCONTRACTING

A. The Contractor shall utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors; provided that if the Owner shall determine that the specialty work in question has been customarily performed by the Contractor's own organization and that such organization is presently competent to perform such work, the Contractor shall be permitted to do so. Provided further, that if the Owner shall determine that the performance of any specialty work by specialty subcontractors will result in materially increased cost or inordinate delays, the requirements of this paragraph shall not apply.

B. The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Engineer a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Engineer may require to make recommendations to the Owner. The Owner will then notify the Engineer of its decision, who shall make such decision known to the Contractor.

C. The Contractor shall not award more than 50% of the contract work to the subcontractors without prior written approval of the Owner.

D. Each Prime Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of person directly employed by him.

E. Each Prime Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Contract Conditions and other Contract Documents insofar as applicable to the work of subcontractors. The Prime Contractor has the same power with regard to terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract.

F. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the Owner.

G. Each Prime Contractor shall submit a list of all subcontractors and major suppliers to be used on this Contract prior to the start of work for approval of the Owner.

81. COORDINATION WITH OTHER CONTRACTORS

A. The Owner will provide for General Services During Construction and Resident Construction Observation on the project. Job meetings will be conducted and the Owner will be kept informed as to the progress of the project and to whether or not construction progress schedules are being met.

B. Where there is more than one Prime Contractor on a project involving structures or buildings, each Prime Contractor shall be responsible for the coordination of the entire project with the other Contractors. Cooperation will be required in the arrangement for the storage of materials and in detailed execution of the work. Each Prime Contractor, including his subcontractors, shall keep himself informed of the progress and the detail work of other Contractors and shall notify the Engineer immediately of lack of progress or defective workmanship on the part of other Contractors, where such defective workmanship will interfere with his own operations. Failure of each Prime Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

C. Each Prime Contractor shall cooperate with the Engineer and other Contractors to the fullest extent to present delays and increased costs in the overall project. He shall familiarize himself with the work of other whose work affects or ties in with his own, and he shall be fully responsible for the finished result of his own work.

Extra cost caused by defective or ill-timed work or by the neglect or refusal of a Contractor to provide or complete any portion of his work at the proper time and in the proper manner, shall be borne by the Contractor at fault and at no additional cost to the Owner.

D. To insure the proper execution of his subsequent work, the Contractor shall measure work already in place, and shall at once report to the Engineer any discrepancy between the executed work and the Drawings.

E. Each Contractor shall provide all openings, chases, etc., required to fit his own work and that of the other Contractors, as shown on the Contract Drawings, or reasonably implied thereby, as confirmed or modified by shop, setting or erection drawings approved by the Engineer. Where pipes or conduits pass through slabs or walls, the sleeves or opening forms shall be provided and placed by the installer of the pipes or conduits. Where hanger inserts and similar items are required, they shall be furnished and placed by the installer of the pipe or other equipment requiring the hangers.

Any cost caused by defective, ill-timed or mislocated work shall be borne by the Contractor responsible therefore. No Contractor shall endanger any work by cutting, digging or otherwise, and no Contractor shall alter the work of any other Contractor without the consent of the Engineer and the Contractor involved.

F. In disputes between Contractors, the decision of the Engineer shall be binding upon all parties.

82. CHANGES IN THE WORK

A. The Contractor shall do such additional work, other than that designated in the estimate of quantities, as may be ordered in writing by the Engineer, to complete fully the work as planned and contemplated.

B. The Engineer shall have authority to order minor changes in the work not involving an adjustment in the Contract sum or extension of the Contract time and not inconsistent with the intent of the Contract Documents. No change other than such minor changes shall be made unless in the form of a written order from the Engineer, countersigned by the Owner, and no claim for an addition to the contract sum shall be valid unless so ordered.

C. The Owner reserves the right at any time to contract for and perform other or additional work on or near the work covered by the contract.

D. The value of any change shall be determined by one or more of the following methods prior to the start of such additional work:

Method "A" By prices specifically named in the Proposal Section of the Specifications. Unit prices previously approved are acceptable for pricing changes of original bid items. However, when changes in quantities exceed 15 percent of the original bid quantity and the total dollar change of that bid item is over \$15,000, the unit price shall be reviewed by the owner to determine if a new unit price should be negotiated. Unit prices of new items shall be negotiated.

Method "B" By acceptance of agreed unit prices based on the estimated cost plus overhead and profit as applicable.

Method "C" By estimate of the actual cost of labor and materials plus overhead and profit, cost to be determined as the work progresses.

Method "D" By actual cost of labor and materials plus overhead and profit, cost to be determined as the work progresses.

Method "E" By estimate of the value as deductible from the reviewed detailed estimate.

Method "F" The invoiced cost for utility relocation work as furnished by the respective Utility Company and negotiated by the Owner.

Overhead shall be defined as an allowance to compensate for all costs, charges and expenses, direct or indirect, except for the actual cost of labor and material as defined following. Overhead shall be considered to include, but not be limited to all required project insurances, such as General/Personal Liability, Auto Liability, Excess Liability, Property Damage, etc., bond or bonds, field and office supervisors and assistants above the level of foreman, use of small tools and minor equipment, incidental job burdens, general office expense, preparation of cost claim estimates, back up documentation for the processing of change orders, etc. Overhead and profit cannot be applied to payroll taxes such as unemployment insurance, FICA, and workman's compensation. These costs must be added to the modification cost after overhead and profit is applied.

Actual cost of labor and material shall be defined as the amount paid for the following listed items, to the extent determined reasonable and necessary. The Contractor will be required to provide the necessary back-up documentation to substantiate claimed cost.

- Item 1 Cost of materials delivered to the job site for incorporation into the Contract work.
- Item 2 Wage paid to workmen and foremen and wage supplements paid to labor organizations in accordance with current labor agreements.
- Item 3 Premiums and taxes paid by the Contractor for worker's compensation insurance, unemployment insurance, FICA tax and other payroll taxes as required by law, not of actual and anticipated refunds and rebates.
- Item 4 Sales taxes paid as required by law.
- Item 5 Allowance for use of construction equipment (exclusive of hand tools and minor equipment), as accepted for use by the Engineer-in-charge. The rate of self-owned equipment used for periods of under one week will be based on the Rental Blue Book's published monthly rate divided by 22 days to establish a daily rate and divided again by eight hours to establish an hourly rate. Equipment used for periods of five days or more will be billed at a rate equal to 45 percent of the published monthly rate. In the alternative, the Engineer-in-charge may approve for reimbursement a rate representing the allocable costs of ownership. Self-owned equipment is defined to include equipment rented from controlled or affiliated companies. Rented equipment will be paid for at the actual cost. When, in the opinion of the Contractor, and as approved by the Engineer-in-charge, suitable equipment is not available on the site, the moving of said equipment to and from the site will be paid for at actual cost.
- Item 6 When the material furnished under Item (1) is used material, its value shall be pro-rated to the value of new material, but should be no more than its cost. When the salvage value of salvable material furnished under Item 1 exceed the cost of salvage, a suitable credit shall be given the Owner.

If the work is done directly by the Contractor, overhead in an amount of 10% may be added if method ("B"), ("C"), or ("D") is used and to the cost of the labor and materials plus overhead there may be added 10% for profit. The percentages for overhead and profit may vary according to the nature, extent and complexity of the work involved, but in no case shall exceed the percentages set forth in this paragraph. No percentages for overhead and profit will be allowed on payroll taxes or on the premium portion of overtime pay.

If the work is done by a subcontractor, subcontractor's overhead in the amount of 5% may be added to cost of labor and materials if method ("B"), ("C") or ("D") is used and to the cost of labor and materials plus overhead there may be added 10% for the subcontractor's profit. To this amount there may be added 10% for the Contractor's combined overhead and profit. No percentage for overhead and profit will be allowed on payroll taxes or on the premium portion of overtime pay.

The Owner shall determine by which of the foregoing methods the value of any changes shall be computed.

In computing the value of a change order which involves additions and deductions of work and the added work exceeds the omitted work, overhead and profit shall be computed on the amount by which the cost of additional labor and material exceeds the cost of the omitted labor and material, except no additional overhead and profit shall be allowed on value of work determined by Method "A" or Method "F".

In computing the value of a change order which involves deductions and additional of work and the omitted work exceed the added work, the Contractor will be allowed to retain the overhead and profit on the amount which the omitted work exceeds the added work, except that no overhead and profit shall be retained on value of work determined by Method "A".

The Contractor may retain overhead and profit on a change order which involves deductions only, except that no overhead and profit shall be considered on value of work determined by Method "A" or Method "F".

E. On Construction Projects which involve Federal and/or New York State grant assistance, the following additional guidance will apply to change orders:

1. For each change order not in excess of \$100,000 the Contractor shall submit sufficient cost and pricing data to the Owner to substantiate the necessity and reasonableness of costs and amount proposed, and the allowability and eligibility of costs proposed.

2. For each change order in excess of \$100,000, the Contractor shall submit to the Owner for review sufficient cost pricing data as described in the following paragraphs to substantiate the necessity and reasonableness of costs and amounts proposed, and the allowability and eligibility of costs proposed.

a. As a minimum, proposed change order costs shall be presented in a summary format acceptable to the Owner and shall be supported by a certification executed by the Contractor that proposed costs reflect complete, current and accurate cost and pricing data applicable to the date of the change order.

b. In addition to the specific elements of cost, the estimated amount of profit shall be set for the separately in the cost summary for fixed price change orders and a specific total dollar amount of profit will be set forth separately in the cost summary for cost reimbursement change orders.

c. More detailed cost data than that required by the summary format may be required by the Owner to substantiate the reasonableness of proposed change order costs when the Contractor is unable to certify that proposed change order costs are complete, current and accurate.

d. The Contractor's actual costs, direct and indirect, allowable for Federal participation shall be determined in accordance with the terms and conditions of the Contract, and the generally accepted cost principles contained in the Federal Guidelines established by the Comptroller General of the United States and the U.S. Department of Labor. Examples of costs which are not allowable under those cost principles include, but are not limited to, entertainment, interest on borrowed capital and bad debts.

e. For costs under cost reimbursement change orders, the Contractor shall have an accounting system in a manner consistent with his normal accounting procedures, which accounts for such costs in accordance with generally accepted accounting principles. This system shall provide for the identification, accumulation and segregation of allowable and unallowable change orders.

f. Change orders awarded on the basis of review of a costs element summary and a certification of complete, current and accurate cost and pricing data shall be subject to downward renegotiation or recoupment of funds where subsequent audit substantiates that such certification was not based on complete, current and accurate cost and pricing data and on costs allowable under the cost principles contained in the Federal Guidelines established by the Comptroller General of the United States and the U.S. Department of Labor at the time of change order execution.

3. Related work shall not be split into two amendments or change orders merely to keep it under \$100,000 and thereby avoid the requirement of paragraph E-2 of this Section.

83. CLAIMS FOR EXTRA COST

If the Contractor claims that any work involves extra work under the Contract, he shall give the Engineer written notice within twenty (20) days of this claim, and in any event before proceeding to execute the work; except in emergency endangering life or property, and the procedure shall then be as provided for changes in the work. No such claim shall be valid unless so made. The Contractor shall not execute the work pending the receipt of an executed change order approved by the Owner, Contractor and Engineer unless he is so instructed by the Owner. Late claims for additional cost will be rejected.

84. DEDUCTIONS FOR UNCORRECTED WORK

If, in the opinion of the Engineer, it is undesirable or inexpedient to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Engineer shall be equitable.

85. TIME OF THE ESSENCE

Inasmuch as the provisions of this Contract relating to the time for performance and completion of the work are for the purpose of enabling the Owner to proceed with the construction of a public improvement in accordance with a predetermined program, such provisions are of the essence of the Contract.

86. DELAYS AND EXTENSION OF TIME

A. If the Contractor shall be delayed in the completion of his work by reason of unforeseen causes beyond his control and without his fault or negligence, including, but not restricted to acts of God, or the public enemy, floods, epidemics, quarantine, restrictions, strikes, riots, civil commotions, freight embargoes, or priority regulations, the period hereinafter specified for completion of his work shall be extended by such time as shall be fixed by the Engineer. Additional engineering services required during this time extension will not be assessed to the Contractor as stated in Paragraph 36, ADDITIONAL ENGINEERING SERVICES, of the General Contract Conditions.

B. No extensions of time shall be deemed a waiver by the Owner of his right to terminate the Contract for abandonment or delay by the Contractor as herein provided or relieve the Contractor from full responsibility for performance of his obligation hereunder.

C. No such extension shall be made for delay occurring more than seven days before claim therefore is made in writing to the Engineer. In the case of a continuous cause of delay, only one claim is necessary.

D. This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

E. Under no circumstances shall there be any claims for damages or reimbursement for delay of completion of the work of any Prime Contractor against the Owner, the Engineer, or any other agent or employee of the Owner.

87. CORRECTION OF DEFECTIVE OR UNCOMPLETED WORK BEFORE FINAL PAYMENT

A. The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to conform to the Contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expenses to the Owner and shall bear the expense of making good all work that other Contractors destroyed or damaged by such removal or replacement. Acceptance of material and workmanship by the Inspectors shall not relieve the Contractor from his obligation to supply other materials and workmanship when so ordered by the Engineer.

B. If the Contractor does not remove such condemned work and materials within ten (10) days after written notice, the Owner may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days time therefore, the Owner may, upon ten days written notice, sell such materials at auction or a private sale and shall pay to the Contractor the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

C. Neither the final certificate, nor payment, nor any provision in the Plans and Specifications shall relieve the Contractor of responsibility for faulty materials or workmanship and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from date of final certificate. The Owner shall give notice of observed defects with reasonable promptness.

88. GUARANTEE AND MAINTENANCE, AND ONE-YEAR CORRECTION PERIOD

A. After acceptance of the work by the Owner and Engineer, 100 percent of the Contract price will be due and payable to the Contractor.

B. Contractor warrants and guarantees to Owner and Engineer that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to Contractor. All defective work, whether or not in place, may be rejected or corrected as provided in this Paragraph 88.

C. The Contractor shall, in accordance with Owner's written instructions, either correct defective work, or if it has been rejected by Owner, remove it from the site and replace it with non-defective work for a period of one (1) year from the date of issue of the Statement of Completion. If any unsatisfactory condition or damage develops within the one-year correction period or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents due to materials or workmanship which were defective, inferior, or not in accordance with the Contract, the Contractor shall within 7 days after receipt of Notification of such defects, take the necessary

action in accordance with Owner's written instructions either correct such defective work, or if it has been rejected by Owner, remove it from the site and replace it with non-defective work. The correction of any defects in equipment, materials and workmanship which may develop during the one-year correction period as described on the Form of Guarantee shall be at the expense of the Contractor. If the Contractor delays beyond twelve (12) days from the date of said notice, the Owner may proceed to have the work done and charge the same to the Contractor and his Surety on the Performance Bond.

D. If there is a material and/or equipment failure within the one-year correction period as described on the Form of Guarantee, aside from making the necessary repairs, the Contractor shall furnish the Owner with an additional performance bond guaranteeing said workmanship and material in the full amount of the repaired item (labor, material) for an additional one year period from the acceptance of said repair work by the Owner.

E. Final payment for the work shall be retainage withheld by the Owner less any charges for corrective work or damages for defective equipment, materials and workmanship or occasioned in correcting the same.

F. The Contractor shall sign and date a written Form of Guarantee to be provided by the Owner attesting that all work performed under the Contract shall be maintained for a period of one (1) year. Such date of the Form of Guarantee shall coincide with the issuance of the date of completion.

89. SURETY BONDS

The Contractor shall furnish and pay for surety bonds each in the amount at least equal to 100 percent of the Contract price as security for the faithful performance of the Contract and for the payment to all persons performing labor and furnishing materials in connection with the Contract. The surety shall be in such form or forms as the Owner may prescribe and with such sureties as he may approve.

90. ADDITIONAL OR SUBSTITUTE BOND

If at any time the Owner shall be or become dissatisfied with any surety or sureties providing the Performance Bond, or if for any other reason such bond shall, in the Owner's opinion, cease to be adequate security to the Owner, the Contractor shall within five (5) days after notice from the Owner, substitute an acceptable bond in such form and sum signed by such other sureties, as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor be made until the new sureties shall have qualified.

91. LIENS

Neither the final payment nor any part of the retained percentage shall be come due until the Contractor delivers to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and an affidavit which certifies so far as he has knowledge or

information that the releases and receipts include all the labor and materials for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Engineer, to indemnify the Owner against any lien. Upon request of the Owner, the Contractor shall at his own expense, by bonding it or otherwise, secure the prompt discharge of any lien or liens which may be filed against the property as a result of this Contract.

92. ASSIGNMENT

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due to him hereunder, without the prior written consent of the Owner.

93. RIGHTS OF VARIOUS INTERESTS

Whenever 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 Engineer, so as to secure the completion of the various portions of the work in general harmony.

94. NO WAIVER OR LEGAL RIGHTS

The Owner or the Engineer shall not be precluded or stopped by any measurement, estimate, or statement, made or given by them, or any agent or employee of the Owner, under any provisions or provisions of the Contract, at any time, either before or after the completion and acceptance of the project and payment thereof pursuant to any measurement, estimate, or statement, from showing the true and correct amount and character of the work performed and materials furnished by the Contractor, or from showing it any time, that any such measurement, estimate or statement is untrue or incorrectly made in any particular, or that the work or materials, or any part thereof do not conform in fact to the Specifications and Contract, and the work or materials, should the said measurements, estimates, statement or payment be found, or be known to be inconsistent with the terms of the Contract or otherwise improperly given, and the Owner shall not be precluded and stopped, notwithstanding any such measurements estimate, statement or payment in accordance therewith, from demanding and recovering from the Contractor and his surety such damages as it may sustain by reasons of his failure to comply with the terms of the Specifications and Contract, or an account of any overpayment or overpayments made on any estimate or statement. Neither the acceptance of the Engineer or any agent or employee of the Owner, nor any estimate or statement by the Engineer, for any payment of money, nor any payment, for, nor acceptance of the whole or any part of the work by the Owner, or the Engineer nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any portion of the Contract or of any power herein reserved by the Owner or any right to damages herein provided, nor shall any waiver or any breach of the Contract be held to be a waiver of any other or subsequent breach.

95. COMPENSATION TO BE PAID TO CONTRACTOR

The Contractor will be paid the bid unit and lump sum prices for the quantities of work which he performs, under the items of work included in the Contract. The sum total for these items shall constitute full payment for the job complete, tested and ready for use.

It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the County of Erie and appropriated therefore, and no liability on account thereof shall be incurred by the County beyond monies available and appropriated for the purpose thereof.

96. ESTIMATES AND PAYMENTS

A. In computing the amount of the estimates of work done, the unit prices bid will be used when the bid is on a unit price basis. On lump sum bids the Contractor shall, within three weeks after award of the Contract, prepare and submit to the Engineer for review, a breakdown of all lump sum bid prices contained in the Contract with the total prices apportioned into component parts of the various types and categories of material and labor involved in each lump sum item. After review by the Engineer, this breakdown will be used as a basis for preparing partial estimates and establishing progress payments.

B. When the project has been completed in accordance with the Plans and Specifications, and has been accepted, payment in full will be recommended by the Engineer provided the work is accepted on or before the specified completion or any authorized extension thereof. Failure to complete the work tasks in the manner specifically described by the specification will cause for an equitable reduction in the contract's unit and/or lump sum bid price as determined by the Engineer.

In making up the final estimate, the linear measurement made along the horizontal axis of the surface of the finished work will be considered the length of the work. All estimates including the final, will be made for actual quantities of work performed and materials in place as determined by the measurement of the Engineer, and this determination as to the quantities involved in any Contract shall be accepted as final, conclusive and binding upon the Contractor.

The final certificate of completion will constitute the acceptance of the work by the Engineer except as to the work thereafter found to be defective. The date of such certificate of completion shall be regarded as the date of acceptance of the work.

C. For computation of the quantities to be paid for under the various items of this Contract, it is agreed that the planimeter shall be considered an instrument of precision and quantities computed from areas obtained by its use shall be accepted by all parties hereto as accurate.

D. The acceptance by the Contractor of final payment shall be, and shall operate as a release to the Owner, of all claims and all liability to the Contractor for all things done or furnished in connection with this work, and for each act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to

release the Contractor or his sureties from any obligations under this Contract, the Performance Bond or the payment Bond.

E. When requesting a reduction of retainage, the Contractor will provide the Owner with a letter of consent from his surety company.

97. OWNER'S RIGHT TO WITHHOLD PAYMENTS

The Owner may withhold from the Contractor so much of any recommended payments due him as may in the judgement of the Owner be necessary:

(a) to assure the payment of just claims then due and unpaid of any persons supplying labor or materials for the work.

(b) to protect the Owner from loss due to defective work not remedied.

(c) to protect the Owner from loss due to injury to persons or damage to the work or property of other Contractors, subcontractors, or other caused by the act or neglect of the Contractor or any of his subcontractors. Owner shall have the right as agent for the Contractor to apply any such amounts so withheld in such manner as the Owner may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments for the account of the Contractor.

(d) a reasonable doubt that the Contract can be completed for the balance then unpaid.

(e) damage to another Contractor.

(f) to assure the payment of just claims by the Engineer for additional engineering services required for any work beyond the stated time of completion or approved time extension for this Contract.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

98. FINAL REVIEW AND TIME OF COMPLETION

A date for final review of the work by the Engineer and Owner shall be set by the Contractor in a written request therefore, which date shall be not less than ten (10) days after the date of such request. Prior to the final review, the various items of equipment and related work shall be placed in operation by the respective Contractors whose work is involved, to satisfactorily demonstrate that the various elements of work will operate in accordance with the intent of the Plans, Specifications and approved shop drawings.

After these tests, the respective Contractors shall certify in writing to the Engineer and Owner that they have observed such tests, and that they approve of the installation and operation. The duration of the tests shall be not less than 24 hours.

The work will be deemed complete as of the date so set by the Contractor, if, upon such review the Engineer determines that no further work remains to be done at the site. However, if such review, in the opinion of the Engineer, reveals items of work still to be performed, the Contractor shall promptly perform them and then request another review. If, under any subsequent review, the Engineer determines that the work is complete, the date of completion shall be deemed to be the actual date of such subsequent review, which shall be made not less than one (1) nor more than ten (10) days after the date of the request therefore.

In the event that certain portions of the work are required to be placed in use before completion of all work included under the Contract, the Contractor shall request a review of such portions of the work so required in the same manner as specified above for final review.

During such reviews, the work shall be clean and free from materials which would interfere with the review.

In no case will the final estimate be prepared until the Contractor has complied with all the requirements set forth and the Engineer has made his final review of the entire work and is satisfied that the work has been properly and satisfactorily constructed in accordance with the requirements of the Plans and Contract Documents.

99. STATEMENT OF COMPLETION AND FINAL AFFIDAVITS AND CERTIFICATES

Upon the completion of all work whatsoever required, the Engineer shall file a written Statement of Completion with the Owner, and with the Contractor, as to the entire amount of work performed and compensation earned by the Contractor, including extra work and compensation therefore. The Contractor shall guarantee (parts, labor, materials and equipment) his work for a period of one (1) year from the date of issue of the State of Completion. The Owner, Engineer and contractor shall all sign and date the Statement of Completion attesting that all work has been completed satisfactory and the final Contract amount is correct.

The Contractor will be required to complete and submit all necessary contract closeout certifications and affidavits as required by the Owner. Such documents as the Form of Affidavit, Form of Guarantee, Engineer's Certificate, Prime Contractor Certificate (PICC-2), Subcontractor Certifications (PICC-1), Final Change Order, MBE/WBE Utilization Report, Apprenticeship Utilization Certificate, Weekly Payroll Certifications, etc., must be completed and executed by the Contractor prior to contract close-out and the release of final payment and contract retention.

100. RIGHT OF THE OWNER TO TERMINATE

A. The Owner shall have the right to terminate this Contract if:

(1) A receiver or liquidator shall be appointed for the Contractor for any of his property, and shall not be dismissed within 20 days after such appointment; or

(2) The Contractor fails to perform this Contract in accordance with its terms, conditions and specifications; or

(3) The Contractor shall refuse or fail, after Notice from the Engineer, to supply enough properly skilled workmen or proper materials; or

(4) The Contractor shall refuse or fail to prosecute the work or any part thereof with such diligences as will insure its completion within the period specified (or any duly authorized extension thereof) or shall fail to complete the work within the said period, or in accordance with his approved construction schedule as submitted to the Owner and Engineer; or

(5) The Contractor shall fail to make prompt payment to persons supplying labor or materials for the work; or

(6) The Contractor shall fail or refuse to regard laws, ordinances, rules and regulations or the instructions of the Engineer.

Then, and in such event, the Owner, without prejudice to any other rights or remedy it may have, may, by seven (7) days notice to the Contractor, terminate the employment of the Contractor and his right to proceed, either as to the entire work or (at the option of the Owner) as to any portion thereof as to which delay shall have occurred, and may take possession of the work, and all materials and construction equipment on the site of the work, and may thereupon call upon the surety to complete the Contract or the Owner may, at its option, proceed to complete the work, and may thereupon call upon the surety to complete the Contract or the Owner may, at its option, proceed to complete the work, either by day work or contract, and any funds retained by the Owner and any sum realized from the material and equipment reverting to the Owner shall be applied to pay for the completion of the Project. In such case, the Contractor shall not be entitled to receive any further payment until the work is completed. Nor shall the Contractor be entitled to any damages on account thereof, nor shall such termination affect the right of the Owner to recover against the Contractor or his surety damages which may arise. If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work (including compensation for additional engineer, managerial, administrative and inspection services and any damages for delay) such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the Owner for such excess.

101. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work shall be stopped by order of the Court or any other public authority, for a period of three months without act or fault of the Contractor or of any of his agents, servants, employees or subcontractors, the contractor may upon 10 days notice to the Owner, discontinue his performance of the work and/or terminate the Contract, in which event the liability of the Owner to the Contractor shall be determined as provided in Paragraph 100 of the General Contract Conditions except that the Contractor shall not be obligated to pay to the Owner any excess of the expense of completing the work over the unpaid balance of the compensation to be paid the Contractor hereunder.

102. REMOVAL OF EQUIPMENT AND SUPPLIES

In the case of termination of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the Owner, shall promptly remove any part or all of his equipment and materials from the property of the Owner at the expense of the Contractor. Failure to remove such equipment and material shall cause the Owner the right to remove any part or all of such equipment and material at the expense of the Contractor.

103. POWER OF CONTRACTOR TO ACT IN AN EMERGENCY

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Engineer, as he sees fit. He shall notify the Engineer thereof immediately thereafter.

Where the Contractor has not taken action, but has notified the Engineer of an emergency threatening injury to persons or damage to the work of any adjoining property, upon authorization from the Engineer to prevent such threatening injury or damage he shall act as instructed or authorized by the Engineer. The amount of reimbursement claimed by the Contractor on account of any such action shall be determined in the manner provided in Paragraph 82 of the General Contract Conditions for the determination of compensation to be paid for extra work.

104. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

A. The Contractor shall procure and maintain at his own expense, and without expense to the Owner, until final acceptance by the Owner of the work covered by the Contract, insurance for liability for damages imposed by law, of the kinds and in the amount hereinafter provided, insurance companies authorized to do such business in the State in which the project is to be performed, covering all operations under the Contract, whether performed by him or by subcontractors. Before commencing the work, the Contractor shall furnish to the Owner, a certified copy of the original policy and such number as Owner may request of a Certificate or Certificates of Insurance in form satisfactory to the Owner, showing that he had complied with this paragraph which certificate or certificates shall provide that the policies shall not be changed or cancelled until written notice has been given to the Owner.

B. Insurance shall be procured by the successful bidder before commencing work, within 15 calendar days after notice of an award, and maintained without interruption for the duration of the Contract, and at all times the Contractor may be correcting, removing or replacing defective work in accordance with Paragraph 88 in the kinds and amounts specified below:

	<u>Each Occurrences</u>
1. Commercial General Liability	\$1,000,000
-General Aggregate	\$2,000,000
-Products Completed Operations	\$2,000,000
-Blanket Broad Form	
-Contractual Liability	
-Broad Form Property Damage	
-X.C.U. (Explosion, Collapse, Underground Hazard)	
2. Automobile Liability, including:	\$1,000,000
-Owned	
-Hired	
-Non-Owned	
3. Excess Umbrella Liability	\$5,000,000
Comprehensive General, Automobile Liability and Excess "Umbrella" Liability shall name the County of Erie as additional insured.	
4. Workers' Compensation	Statutory
5. New York Disability	Statutory
6. Builders' Risk-All Risk/Installation Floater. The Policy is required. The Prime Contractors shall procure and maintain insurance against loss by fire, lightning, extended coverages, theft, vandalism and malicious mischief, collapsed and water damage, 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 (contract amount) at all times and shall include the interests of Owner, Contractor, Subcontractors, each of whom is deemed to have an insurable interest and shall be listed as an insured. The Policy must carry the County of Erie as the named insured. The Owner shall be furnished with a certified copy of the policy prior to the commencement of work.	

The policies of insurance required under this Paragraph 104.B.6 shall provide that neither the Owner nor the Contractor, nor their insurers, shall have any right of subrogation against any of the other parties enumerated in Paragraph 104.B.7. It is the intention of the Owner and Contractor that the policies shall protect all of the enumerated parties and

be primary coverage for any and all losses covered by the insurance described in Paragraph 104.B.6.

7. Waiver of Rights. Owner and Contractor waive all rights against each other and the Subcontractors and their agents and employees and against Engineer and separate contractors (if any) and their subcontracts, agents and employees, for damages caused by fire or other perils to the extent covered by insurance provided under Paragraph 104.B.6, or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by Owner as trustee. Owner or Contractor, as appropriate, shall require similar waivers in writing by Engineer and from each separate contractor and each subcontractor; each such waiver will be in favor of all other parties enumerated in this Paragraph 104.B.7.
8. Owners Contractors Protective Liability Insurance. The Policy is required. The prime Contractors shall obtain insurance issued to and covering the liability for damages imposed by law upon the Contractor with respect to all work under this Contract performed for the Contractors by subcontractors and covering the liability for damages imposed by law upon the Owner with respect to all operations under this contract by the Contractor or by his subcontractors, including omissions and supervisory acts of the Owner and the Agents and employees of the insured. Such insurance shall name as an additional assured or assures the persons or corporation specified in this Contract and the Engineers and architect of the Owner, State and Federal government agencies, and/or the agents, inspectors and employees of this or any other municipal body or public utility which may have granted permits in connection with the work. An original policy made out to the Owner shall be provided.
9. Additional Insurance. The Contractor shall have in effect and maintain at his own expense such additional insurance policies as are required by the various public agencies, railroad companies, utility companies, etc. that have jurisdiction over or adjacent to the construction site. Flood insurance for facilities above ground with a value of \$50,000 or more shall also be provided in the amount equal to the full insurable value for facilities construction within the 100 year floodplain.
10. Refer to the Specific Contract Conditions of these Specifications for any special insurance requirements.

C. Certificates of Insurance:

1. Certificate Holder shall be "County of Erie, 95 Franklin Street, Buffalo, New York 14202."
2. Coverage must comply with all Specifications of the Contract.

3. Certificates shall be 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.
4. All policies in which the County of Erie is named as an additional insured shall provide that:

“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.”

“The insurance shall apply separately to each insured (except with respect to the limit of liability).”
5. All Certificate of Insurance shall be on the County of Erie Standard Insurance Certificate as shown on Page GCC-60 of the Specifications. Four (4) original copies of the Certificate of Insurance with original signatures shall be submitted to the County of Erie, Department of Environment and Planning, Division of Sewerage Management, 95 Franklin Street, Rm. 1034, Buffalo, New York 14202, within 15 calendar days after the notice of an award. Other Certificates of Insurance may be used with prior approval of the County of Erie Department of Law provided the Certificates contain the following language verbatim:
 - a. “Acknowledgement: Insurance companies providing these coverages acknowledge that the named insured is entering into a contract with the County of Erie, in which the named insured agrees to defend, hold harmless and indemnify the County, its officials, employees, volunteers and those other entities named as additionally insured (Ref. General Contract Conditions Item 106) against all claims resulting from work performed, material handled and services rendered. The contractual liability coverage evidenced above covers the liability assumed under the County-Contract Agreement.”
 - b. “Prior to non-renewal or cancellation of these policies, the Contractor and their Insurance Carrier shall provide advance written notice to the County of Erie Department of Law and the Erie County Division of Sewerage Management, before such change shall be effective.”

D. The following items are to be submitted to the Owner within 15 calendar days after notice of award:

1. Four (4) original Certificates of Insurance, signed and dated.
2. One (1) certified copy of the Builders Risk Policy (written cancellation clause).
3. One (1) certificate of Workers' Compensation
4. One (1) original policy of the Owners Contractors Protective Liability Insurance (written cancellation clause).
5. Four (4) original Performance Bonds.
6. Four (4) original Labor and Material Payment Bond.

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. Ex.)	FAX
	EMAIL ADDRESS	A/C No.	
INSURED	PRODUCER CUSTOMER ID #	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 THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUP				MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
					PRODUCTS COMPIOP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER				
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR			EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE			AGGREGATE \$
	DEDUCTIBLE				
	RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N			WC STATUTORY LIMITS: OTHER- \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> 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 95 Franklin St 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.
	AUTHORIZED REPRESENTATIVE

X. FOR COUNTY USE ONLY: Name of County Dept. Requesting Certificate Dept. Env. & Plan. - Div Sewerage Management
Purchase Order or Contact Number ESCD No. Contract
Vendor Insurance Classification "A"

(Rev 3/11)

000 - 04

Sewer Manhole Rehabilitation
Contract No. 81

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 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 & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
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.

In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is VIII 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.

105. OWNER'S LIABILITY INSURANCE

For the duration of this Contract, until final payment and at all times the Contractor may be correcting, removing or replacing defective work, the Contractor shall maintain insurance in the name of the Owner for the same limits of liability and containing the same specific endorsements which the Contractor places on the insurance required in Paragraph 104. This insurance shall conform to the requirements and restrictions imposed by Paragraph 104. Original and one certified copy of the policy shall be filed with the Owner, showing the County of Erie as additionally insured.

106. INDEMNITY, DEFENSE OF ACTIONS OR SUITS

The Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damage, losses and expenses including attorneys' fees that shall or may happen to the said work or to any part or parts thereof, or to any materials, building, equipment or other property that may be used or employed therein, or placed upon the ground, during the progress of the work, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, nor shall the Owner be in any manner answerable or responsible for any injury done or damages or compensation required to be paid under any present or further law, to any person or persons whatever, whether employees of the Contractor or otherwise, or for damage to any property, whether belonging to the owner or to others occurring during or resulting from the said work. The Contractor also agrees that he will properly guard against all such injuries, damages and compensation. The Contractor also agrees that he shall at all times indemnify and save harmless the Owner, its officers and agents against all such injuries, damages and compensation arising or resulting from causes other than its neglect.

The Contractor will, at his own expense, defend, indemnify and save harmless, and make good any damage and/or physical injuries that shall be in the course of the work and construction under this Contract be done or caused to any adjacent, abutting, or overhead property, which shall include, but shall not be limited to lands, foundations, walls, buildings (abutting, under or overhead) and structures of all kinds, lessees, operators or occupants of any buildings and/or structures.

107. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other Contractor, or any subcontractor shall suffer loss or damage on work, the contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner shall

notify the Contractor, who shall indemnify and save harmless the Owner against any such claims.

108. ENGINEER'S AND OWNER'S CONTROL SHALL NOT LIMIT CONTRACTOR'S RESPONSIBILITY OR RISK

The Contractor shall be solely, completely and continuously responsible, during the performance of this Contract, including such periods during which actual work may not be in process such as normal nonworking hours, holidays, Saturdays and Sundays, strikes, for the conditions of the job site, which responsibility shall include the means, methods, techniques, sequences, or procedures or construction and safety, directly or indirectly, of all persons and property involved in, related to or entering into or in the proximity of said job site whether or not such involvement, relation of entry is for performance of work or provision of services under this Contract and shall be held liable for any bodily injury, death or property damage arising, due to job site conditions, out of or contingent to the performance of all work under this Contract.

The Contractor shall take all necessary precautions to prevent the same. Neither the completion of the work nor the final payment therefore shall discharge the Contractor from his responsibility for any claims from injury to persons or property which may have arisen during the work.

The requirement herein included in Paragraph 18 of the General Contract Conditions that all work shall be subject to the control of the Engineer shall not be construed as requiring that the Engineer or Owner be responsible, in any way, for the adequacy or inadequacy of any action taken or not taken by the Contractor which affects or might affect the safety of any individual or property, either directly or indirectly, during the performance of this Contract and the Engineer shall be held blameless and shall accrue no liability for any bodily injury, death or property damage arising out of or contingent to the performance of all work under this Contract.

109. WORK IN THE VICINITY OF WATER BODIES

A. Standards of Performance

All work in the vicinity of water bodies shall meet the following minimum standards:

1. Work shall not obstruct the upstream and downstream movement of fish. Temporary culverts shall be as nearly as possible, flush with the stream bed.
2. Sufficient flow of water shall be maintained at all times to sustain aquatic life downstream.
3. Any temporary culvert or diversion channel shall provide a "V" or "dish-shaped" channel, to concentrate flow during periods of low water and facilitates the movement of fish.

4. Disturbance of the stream bed shall be kept to an absolute minimum and the stream bed shall be returned, as nearly as possible, to its original condition, or better. (Where possible, in modifying a stream bed, the centerline shall be 8" to 12" lower than the toe of the channel bank, to concentrate the flow water.)

5. Where work necessitates disturbing banks, they shall be returned to original condition, or as shown on the Drawings. All tree and brush removal shall be kept to a minimum.

6. Any dike or cofferdam required to facilitate construction shall be erected in such a manner that stream flow will not be sufficiently reduced to endanger fish life downstream and such dike or cofferdam shall be erected of materials that will not contribute substantially to the turbidity or siltation of the stream.

7. During the project, care shall be taken to prevent or reduce to a minimum any damage to the stream from pollution by debris, sediment, or other material or from the manipulation of equipment and/or materials in or near such streams. Water that has been used for washing or processing or that contains oils and sediments that will reduce the quality of water in the stream shall not be directly returned to the stream. Such waters will be diverted through a settling basin, or filter before going into the stream.

8. If water is taken from a stream for construction purposes and an impounding structure is necessary, such structure shall be erected in a manner causing the least possible disturbance to the stream.

B. Permits

1. The Owner has made application for necessary stream crossing permits required for this Contract. These permits will be issued to the Contractor who is awarded this Contract upon submission of satisfactory methods and timetable for construction of the stream crossings, and to insure compliance with the above standards.

2. For stream crossings not requiring permits, compliance with the above standards, to the extent applicable, will be required for stream crossings and work adjacent to water bodies in this Contract.

C. Restrictions on Construction

The following restrictions shall apply to all stream crossings:

1. Prior to any stream channel relocation, or other work that may affect the character or location of trout or other game fish waters, the Contractor will contact the Regional Supervisor of the New York State Department of Environmental Conservation to determine whether they wish to remove the fish or perform any other work. If any fish salvage or other protective measures are deemed necessary, the Contractor will cooperate with and coordinate his work with the Department of Environmental Conservation.

2. Prior to commencement of stream crossing operations, the Contractor shall submit construction drawings of each stream crossing to the Engineer for his approval. The drawings shall show the following information:

- a) Proposed methods of construction
- b) Details of sequences of construction
- c) Proposed methods for maintaining flows during construction operations
- d) Proposed methods for preventing damage to property in the event of sudden or heavy storms

3. The Contractor shall be responsible for the preservation of all stream banks within and adjacent to the limits of work.

4. Any stream bank disturbed by the Contractor's operations will be ripped or otherwise protected at the Contractor's expense as ordered by the Engineer.

5. When the top of excavation is within ten (10) feet of the top of any stream bank, the contractor shall provide protection for the stream bank at his own expense and as approved by the Engineer.

6. Additionally, for those streams classified C and D, which will be crossed by a sewer pipeline and/or the banks will be disturbed during the course of construction, the Applicant's project specifications shall contain the following information:

a. Prior to commencing work on the stream crossing and prior to commencing work on the banks of the stream, the construction Contractor shall contact the legal Regional Supervisor of Regulation and inform him of the impending work.

b. The construction Contractor will be advised by the local Regional Supervisor of Regulation of the procedures and conditions required to be following on making the stream crossing and/or working on the banks of the stream.

110. SITE SAFETY

The Contractor agrees to indemnify and hold harmless the Owner and Engineer and any of their officers, directors and employees from any and all claims, suits or judgments based upon damage to property or injury or death to persons arising out of, or connected with the work covered by the contract, regardless how it may be caused.

The Contractor shall provide site specific health and safety and contingency plans. The Contractor's personnel both supervision and workers shall be trained in the proper health/safety procedures. All safety equipment such as harnesses, protective clothing, respiratory, air monitoring, ventilating, etc for activities associated with construction/testing of the improvements shall be provided by the Contractor. The Contractor's methods and equipment shall be in full compliance with OSHA Standards.

The contract documents assign the prime contractor sole responsibility for job safety and required compliance to all Federal, State and Local safety requirements.

111. EXPOSIVES AND BLASTING

Explosives for blasting shall be stored, handled and used in accordance with the laws, ordinances, and regulations of the State of New York and all local regulations. Blasting shall be conducted so as not to endanger persons or property; and unless otherwise permitted, shall be covered or otherwise be satisfactorily confined. The Contractor shall be responsible for and shall make good any damage of whatever nature caused by blasting or accidental explosions.

The Contractor specifically agrees to comply with Sections 760 and 765 inclusive of the General Business Law of the State of New York, as follows:

ARTICLE 36 – CONSTRUCTION AND EXCAVATION

NEAR UNDERGROUND FACILITIES (NEW)

Sec.

- 760. Definitions
- 761. Notice requirements
- 762. Location of underground facilities
- 763. Duty of excavator
- 764. Penalties and liability
- 765. Separability

Section 760. Definitions

When used in this Article, the following terms, unless the context otherwise requires, shall have the following meanings:

1. “Person” means any individual, firm, corporation, association or partnership, cooperative association, joint venture, joint stock association, business trust, their lessees, trustees or receivers, governmental unit or public authority whether or not incorporated.
2. “Excavation” means an operation for the purposes of movement or removal of earth, rock or other materials in or on the ground by use of mechanized equipment or by blasting, and including auguring, backfilling, drilling, grading, plowing in, pulling in, trenching and tunneling; provided, however, that the movement of earth by tools manipulated only by human or animal power and the tilling of soil for agricultural purposes shall not be deemed excavation.
3. “Demolition” means the wrecking, razing, rending, moving or removing of any structure.

4. "Underground facilities" means pipelines, conduits, ducts, cables, wires, manholes, vaults or other such facilities or their attachments, which have been installed underground by an operator to provide his services or materials.

5. "Excavator" means a person who is engaged in a trade or business which includes, as a normal part thereof, the carrying out of excavation or demolition; provided, however, that an individual employed by an excavator, and having no supervisory authority, other than the routine direction of employees, over an excavation or demolition, shall not himself be deemed an excavator for the purposes of this Article.

6. "Operator" means a person who operates an underground facility or facilities to furnish any of the following services or materials; electricity, gases, steam, liquid petroleum products, telephone or telegraph communications, cable television, sewage removal, traffic control systems, or water.

7. "Damage" means an impact upon or removal of support from an underground facility consequent to excavation or demotion which, according to the operating practices of the operator, would necessitate repair of such facility.

8. "Notification system" means any organization among whose purposes is the dissemination to one or more operators of notification of construction activities in a specified area.

9. "Central registry" means the place where a written master list of operators of underground facilities is maintained by the local governing body of a town or city outside the City of New York or by a county within the City of New York for the purpose of providing to excavators a single source of identification of operators of underground facilities in such town, city or county.

Effective Date. L.1974, c.818, Section 6, provided that: "This Act (adding Sections 760 to 765 and repealing Section 322-2, and adding Sections 28-a and 28-b of the Labor Law) shall take effect immediately (June 7, 1974) provided, however, that the provisions of subdivision two of Section seven hundred sixty-one, and Sections seven hundred sixty-two, seven hundred sixty-three, and seven hundred sixty-four of the General Business Law, and Section twenty of the Labor Law as added by this Act, and Section five of this Act (repealing Section 322-a) shall take effect on April First Nineteen Hundred Seventy-Five."

Legislative Findings and Declarations. L.1974, C.818, Section, effective June 7, 1974, provided that: "The Legislature hereby finds and declares that there is a need to protect underground facilities from destruction or damage, in order to prevent death or injury to workers and the public, damage to private and public property or loss of essential services to the general public, which need has not been met adequately by existing law. The Legislature accordingly further finds it necessary to provide for appropriate notices to operators of underground facilities by persons proposing to excavate near such facilities or to demolish structures near to or containing such facilities; to provide for appropriate notices to operators when underground facilities are damaged; to provide for and encourage the establishment of "one call" notification

systems wherever feasible; to provide for certain other duties to safeguard life and property; and to prescribed penalties and remedies, including injunctive remedies, for violations of such duties."

Section 761. Notice requirements

1. The local governing bodies of each of the towns or cities outside the City of New York and the counties within the City of New York shall establish a central registry of operators having underground facilities within their respective geographical jurisdiction. Each operator of such underground facilities shall notify, in writing, such central registry when it has such underground facilities within the geographical jurisdiction of such central registry. The central registry shall compile and maintain a master list of such operators as required herein, and shall, on request, furnish excavators, with a copy of such master list. The local governing bodies may charge a fee not to exceed five dollars for each master list of operators furnished.

2. No excavator shall commence or engage in any excavation or demolition unless and until he has served timely notice as provided in this Article to operators who maintain underground facilities in the town or city outside the City of New York, or county within the City of New York in which the excavation or demolition is to take place. Such notice shall be served in accordance with the rules and regulations promulgated by the Board of Standards and Appeals pursuant to Section twenty-eight of the Labor Law.

Added L.1974, c.818, Section 4

Effective Date. Section, except for subd. 2 effective June 7, 1974, and subd. 2 effective April 1, 1975, see note under Section 760.

Rules and Regulations

The New York State Board of Standards and Appeals may promulgate a rule requiring municipalities to publish in the official newspaper a notice to excavators of the establishment of a central registry of operators of underground facilities along with the address and telephone number of such registry. 1975, Op. Atty. Gen. Mar. 13.

Section 762. Location of underground facilities

1. Upon receipt of the notification provided for by this Act and pursuant to the rules and regulations promulgated by the Board of Standards and Appeals pursuant to Section twenty-eight of the Labor Law, an operator shall advise the excavator of those of its underground facilities that will be affected by the proposed excavation or demolition.

2. The operator shall designate the location of its underground facilities in the manner and during the time period set forth in the rules and regulations promulgated by the Board of Standards and Appeals pursuant to Section twenty-eight of the Labor Law.

3. Prior to any excavation of demolition, the excavator shall verify the precise location of the underground facilities in a manner set forth in the rules and regulations promulgated by the Board of Standards and Appeals pursuant to Section twenty-eight of the Labor Law.

L.1974, c.818, Section 4.

Effective Date. Section effective April 1, 1975 see note under Section 760.

Section 763. Duty of excavator

1. An excavator engaged in excavation, or demolition shall provide support to and prevent damage to any underground facility or its protective coating in the means set forth in the rules and regulations promulgated by the Board of Standards and Appeals pursuant to Section twenty-eight of the Labor Law.

2. In the event of damage to an underground facility, the excavator shall immediately notify the operator of the facility and no backfilling shall be done by the excavator until repairs have been made by the operator. In the event of an electrical short or the escape of gas or hazardous fluids endangering life, the excavator shall immediately notify all persons who might be endangered and assist in their evacuation.

Added L.1974, c.818, Section 4.

Effective Date. Section effective April 1, 1975, see note under Section 760.

Section 764. Penalties and liabilities

1. Failure to comply with any provision of this Article shall subject an excavator or an operator to a civil penalty of up to five hundred dollars for the first violation and up to an additional five thousand dollars for each succeeding violation which occurs in connection with the entire self same excavation or demolition activity within a two month period.

2. The penalties provided for by this Article shall not apply to an excavator who damages an underground facility due to the failure of the operator to comply with any of the provisions of this article nor shall in such instance, the excavator be liable for repairs as prescribed in subdivision seven of this Article.

3. An action to recover a penalty under this Article may be brought in the Supreme Court in the judicial district in which the violation was alleged to have occurred which shall be commenced and prosecuted by the Attorney General. All monies recovered in any such action, together with the costs thereof, shall be paid into the State Treasury to the credit of the general fund.

4. An excavator or an operator who willfully and knowingly causes or participates in a violation of this Article is deemed guilty of a violation, and on conviction thereof is punishable

by a fine of not less than one hundred dollars not more than one thousand dollars for each such offense. These penalties are in addition to any civil liability.

5. Nothing in this Act shall impair, limit or reduce the statutory, common law or contractual duties or liability of any excavator excavating or demolishing in the vicinity of underground facilities.

6. Any excavator engaging in or proposing to engage in excavation or demolition in a negligent or unsafe manner, which has resulted in or is likely to result in damage to underground facilities in such a manner that life, property or the continuation of operator service is endangered, may be enjoined from such excavation or demolition or any aspect thereof upon application of the operator owning the facilities or the Attorney General made in Supreme Court having jurisdiction in the County wherein the excavation or demolition or proposed excavation or demolition is to take place. Three or more instances of damage by an excavator to underground facilities in the course of the entire self same excavation or demolition activity shall be prima facie grounds for enjoining the excavator from further performance of the excavation or demolition activity.

7. In the event that, as a result of a violation of any of the provisions of this Article by an excavator, it is necessary that an operator make any repair to or provide new support to an underground facility, the excavator shall be liable to the operator for reasonable costs to incurred.

Added L.1974, c.818, Section 4

Effective Date. Section effective April 1, 1975, see note under Section 760.

Section 765. Separability

If any provision of this Article or the application thereof to any person or circumstances is held invalid, the remainder of the Article and the application of such provision to other persons or circumstances shall not be affected thereby.

Added L.1974, c.818, Section 4.

Effective Date. Section effective June 7, 1974, see note under Section 760.

112. OSHA REQUIREMENTS FOR SHORING OF TRENCH EXCAVATIONS

The Contractor shall comply fully with OSHA 29 CFR Parts 1926, Subpart P, as it may be amended, and with the following Memoranda as issued by Louis L. Levine, Industrial Commissioner of the State of New York Department of Labor. In cases where the standards may overlap, the more stringent procedure will govern.

TO: Construction Employers in New York State
RE: Requirements for Shoring of Trench Excavations
DATE: December 8, 1971

"In the past few years, accidents involving the collapse of unshored sides of excavations such as trenches for water and sewer lines have caused serious injuries or death. The increasing frequency of this type of accident points up the need for increased emphasis to be placed on the problem by the construction industry.

Industrial Code Rule 2/3, which contains standards for the safety of construction and demolition employees, specifies detailed requirements for shoring and sheeting of trenches and similar excavations. This rule, which is promulgated by the Board of Standards and Appeals, requires shoring, sheeting or equivalent protection for an employee working in any excavation which has a bank or side more than five feet high above his footing (see Section 23.8).

The U.S. Department of Labor has also promulgated Safety and Health Regulations for Construction pursuant to the 1970 Occupational Safety and Health Act (OSHA). The standards were published in the Federal Register of April 17, 1981. Section 1518.652, General Trenching Requirements, requires that sides of trenches in unstable or soft material, four feet or more in depth shall be shored, sheeted, braced, sloped or otherwise supported by means of sufficient strength to protect employees working within them.

Under an Interim Agreement with the U.S. Department of Labor executed pursuant to Section 18(h) of OSHA, construction employers are required to comply with the most stringent rule or standard due to dual or concurrent State-Federal jurisdiction. In the case of trench shoring, the Federal rule is more stringent and must be followed. It is important to note also that under Section 17(e) of OSHA, a willful violation of any standard, rule or order promulgated pursuant to the Act causing death to any employee, shall, upon conviction, be punished by a fine or not more than \$10,000 or by imprisonment for not more than six months or by both.

It is the position of the Department of Labor that employers should be kept advised of both Federal and State laws and regulations dealing with occupational health and safety, in particular, during the life of the Interim Section 18(h) Agreement.

If a plan is submitted by the State to the U.S. Department of Labor to assume permanent and exclusive responsibility for construction safety standards and enforcement pursuant to Section 18(b) of OSHA, it is more than likely that the Board of Standards and Appeals will be required to amend Code Rule 23 requirements for trench shoring to be as effective as the Federal standards.

For further information on this subject, please contact my office or the Board of Standards and Appeals.

/s/ Louis L. Levine
Industrial Commissioner"

TO: Construction Employers in New York State
RE: Amended U.S. Department of Labor (OSHA)
Trench Shoring Standards
DATE: March 29, 1972

"On December 8, 1971, I issued a memorandum to New York State construction employers spelling out differences in State and Federal (OSHA) requirements for shoring of trench excavations under existing dual State-Federal jurisdiction.

As a result of a proceeding to amend the OSHA construction standard regarding trench shoring, published in the Federal Register on September 28, 1971, George C. Guenther, Assistant Secretary of Labor, received comments indicating that difficulties and hardships were imposed on the construction industry by the requirement to shore shallow trenches less than five feet in depth. After viewing the arguments and data, the Secretary of Labor issued an amended standard for trench shoring, which requires shoring to begin at a depth of five rather than four feet. The standard, as amended, was published in the Federal Register of February 17, 1972 (see Parts 1926.651 and 1926.652) and will be effective on March 17, 1972.

The Chairman of the Board of Standards and Appeals, Harry R. Mason, has advised me that the Board will substantially follow the amended Federal trench shoring standards in the amendment of Code Rule 23, the construction code, which is in the final stages of adoption. Existing Rule 23 requires trench shoring at a five foot depth. It is expected that the amended Rule 23 will be effective May 1, 1972, and will be available about April 1, 1972.

I bring these comments to your attention to assist you in becoming aware of the revisions in the Secretary's requirements. However, I wish to stress the point I made in my earlier memorandum: the increasing frequency of accidents resulting from the collapse of unshored sides of excavation underscores the need for increased emphasis, by the construction industry, on practices that eliminate circumstances leading to serious and fatal accidents.

If you desire any further information on this subject, please contact my office or the Board of Standards and Appeals.

/s/ Louis L. Levine
Industrial Commissioner"

113. OSHA REQUIREMENTS FOR CONFINED SPACE ENTRY

The Contractor specifically agrees to comply fully with the rules and regulations as stated in OSHA 29 CFR, Parts 1910, as it may be amended. The Contractor will establish and implement a Confined Space Program which will adhere fully with the requirements. The Contractor will be solely responsible for his established Confined Space Program and the coordination of such with his subcontractors. Where there is more than one Prime Contractor on a project, each Prime Contractor will be required to coordinate entry operations with the other Contractors when the employees of more than one contractor are working simultaneously within a Confined Space Area.

If the Owner should question a method utilized in the Contractor's Confined Space Program, the Contractor will be required to obtain a written response from OSHA which will determine if the procedure does or does not satisfy the requirements of OSHA 29 CFR Parts 1910. Failure by the Contractor to undertake the necessary steps to produce a written response from OSHA will delay the processing of the monthly payment estimate(s).

The Contractor shall complete the Confined Space Program Certification in the Proposal section when submitting their bid, certifying that the Contractor has established a Confined Space Program which conforms to OSHA 29 CFR Part 1910 and that full implementation of the Contractor's Confined Space Program is a requirement of this Contract.

114. FIELD QUALITY CONTROL

Where so designated in the Specifications for equipment items, the manufacturer or supplier will furnish the services of experienced and appropriate personnel to perform the following:

A. Field supervision during installation or inspection upon completion of installation. The manufacturer shall then file in quadruplicate with the Engineer, a certificate on the manufacturer's stationery stating that the equipment has been properly installed in accordance with the manufacturer's recommendations and that the trial operation has been satisfactory. The amount of time and the number of mandays shall be sufficient to accomplish the work as required dependent upon the type of equipment or system.

B. Equipment start-up and operating/maintenance instruction to the Chief Operator of the plant, in conjunction with plant start-up. The amount of time and the number of mandays shall be sufficient to accomplish the work as required dependent upon the type of equipment or system.

C. Follow-up assistance on maintenance and operation to assure that the Chief Operator of the plant or his designated party properly understands the required maintenance. This work is to be performed between 2 months and 6 months after the equipment or system has been accepted by the Owner and shall all be for 1 trip or 1 day minimum.

115. CROSS WITHHOLDING PROVISION

THE OWNER RESERVES THE RIGHT TO WITHHOLD MONEY FROM THE CONTRACTOR ON THIS CONTRACT FOR WORK NOT PERFORMED BY THE CONTRACTOR ON OTHER OUTSTANDING CONTRACTS WITH THE OWNER.

116. CONSTRUCTION SITE SAFETY

The Contractor is solely responsible for all site safety. The Contractor's equipment and methods of operation shall be in full compliance with OSHA Standards and satisfy all Federal, State and Local Health and Safety Regulations. The Contractor will be solely responsible for his safety program and the coordination of such with his employees and subcontractors.

SPECIFIC CONTRACT CONDITIONS

I. GENERAL

The following paragraphs in the Specific Contract Conditions add to, modify, delete or in other ways alter the provisions of the General Contract Conditions. All paragraphs in the Specific Contract Conditions numbered between 1 and 116 relate to the corresponding paragraph in General Contract Conditions.

11. CONTRACT DRAWINGS AND SPECIFICATIONS

Replace five (5) sets of the Contract Plans and Specifications with one (1) set of Specifications.

15. RECORD DRAWINGS

Delete this section from the contract requirements.

17. SHOP DRAWINGS

Item B: DELETE the entire first sentence and INSERT *"Transmit required submittal via e-mail to all parties identified in the Pre-Construction Meeting as recipients. Project Management Websites may be used to submit shop drawings as long as a PDF document of each submittal is available for download."*

Item O: REPLACE "...and four (4) copies of the shop drawing will be returned to the Contractor by letter." With *"...and the shop drawing will be returned to the Contractor via e-mail."*

Item Q: REPLACE "...and will return four (4) copies of the deficient shop drawing to the Contractor..." With *"...and will reply to the Contractor via e-mail..."* and DELETE "...seven (7) copies of..."

Item R: REPLACE "...and will return four (4) copies of the deficient shop drawing to the Contractor." With *"...and will reply to the Contractor via e-mail."*

44. PROJECT PHOTOGRAPHS

Item A: DELETE the entire paragraph and INSERT *"The Contractor shall take digital photographs prior to moving on site and when completed at each location."*

ITEM B: DELETE: 2nd, 3rd and the last 6th sentence and INSERT after the 1st sentence *"The Engineer recommends digital photographs at each location to resolve any disputes that may arise."*

Item C: DELETE the entire item and INSERT *"To resolve any conflicts the Contractor shall provide digital copies of the photographs taken with a minimum 3 megapixel camera. Included with digital photographs a photo log including the location, direction, the unique photograph number and date the photo was taken."*

63. FIELD OFFICE

Delete all paragraphs in section (field office not required).

64. PROJECT SIGN

Delete this section from the contract requirements.

88. GUARANTEE AND MAINTENANCE, AND ONE-YEAR CORRECTION PERIOD

Change one (1) year guarantee and correction period to two (2) years (24 months).

ADD 117. NEW YORK STATE EXCAVATOR LAW

Add Item 117 to the General Contract Conditions:

All excavation performed on or after May 4, 2019 shall be conducted by an excavator operator who has completed the training and education program provided by the One-Call Notification System or another authorized provider pursuant to New York State Senate Bill S.6756A. No excavator operator is permitted to perform any excavation on or after May 4, 2019 without receiving the proper training and education program.

II. SPECIAL EASEMENT CONDITIONS

Bidders are hereby advised to review any special easement conditions for this contract included in this Section. Costs associated with fulfilling these conditions shall be included in the Alternate Bid Item No. 4. No additional compensation will be considered.

A. The Town of Hamburg, 6100 South Park Ave, Hamburg, NY 14075 shall be added as Additional Insured under the same provisions as the County of Erie.

B. The County of Erie has been granted right-of-entry permission for access to the project work location as shown on the plan as the Project Access Map. The Contractor shall minimize disturbance to the Town of Hamburg and Muck Family properties used for ingress and egress to the project location. Disturbances to either property shall be minimized to light brush removal and ground or lawn disturbance. Any areas in need of restoration shall be restored to their preconstruction condition or better.

C. The successful will be required to sign an indemnification clause to hold the Town of Hamburg harmless in order to gain the Right-of-Entry needed to complete the project

SECTION 01010 – WORK UNDER THIS CONTRACT

PART I – GENERAL DESCRIPTION OF WORK

1.01 LOCATION OF WORK

A. The proposed Sanitary Manhole rehabilitation project, Contract No. 81 is located in Erie County Sewer District No's. 2 and 3. The work shall be performed within public highway rights-of-way, easements, or right of entries obtained by the County of Erie.

1.02 SCOPE OF WORK

A. This specification covers the work necessary to furnish all labor, materials, tools, equipment and incidentals required to install a complete lining or rehabilitation system for existing sanitary sewer structures, manholes of the diameters and depths required, as shown on the drawings and as specified herein. Manhole rehabilitation work includes, but is not limited to, the following:

1. Stopping leaks by repair and sealing of the concrete and/or masonry bench, channel, invert, pipe inlets, walls, joints, cone, chimney and frame of all structures to include removal of unsound materials including stairs, preparation, chemical grouting, structural lining, patching, plugging and sealing compounds.

2. Surface preparation, and installation of Structural Lining, Corrosion Protection Lining, High strength, corrosion resistant epoxy, High Build Corrosion Protection Lining, Corrosion Protection Mortar, High Build Corrosion Protection Mortar, hydrophobic polyurethane liquid grout, hydraulic cement water plug, Urethane based flexible sealant, Flexible Corrosion Protection Lining and/or Flexible Chimney Seal to include protection of surfaces not to be treated, touch-up, clean-up, and appurtenant work all in accordance with the requirements of the Contract Documents and this Specification.

B. Many of the manholes scheduled for rehabilitation have been previously coated or patched. Bidders are advised to acquaint themselves with the conditions of the existing manholes prior to submitting a bid. Bid prices shall include all cleaning and preparation work as recommended by the manufacturer.

PART II – PRODUCTS

2.01 Acceptable Manufacturers and Materials

A. The Sanitary Sewer Infrastructure Lining or Rehabilitation System as manufactured by Sauereisen will consist of, one or more systems for Stopping Leaks, Structural Lining, Rapid setting hydrophobic polyurethane liquid grout, Corrosion Protection Lining, High Build Corrosion Protection Lining, Rapid setting hydraulic cement water plug, Corrosion Protection Mortar, High Build Corrosion Protection Mortar, High strength, corrosion resistant epoxy, Urethane based flexible sealant, Flexible Corrosion Protection Lining or Flexible Chimney Seal where specified. All products are specified as the minimum standard of quality, and are manufactured or distributed by Sauereisen Company, Pittsburgh, PA (412-936-0303), or Engineer approved equal.

SECTION 01010 PART III – EXECUTION

3.01 GENERAL

A. The Contractor shall furnish all labor, equipment and materials and shall do all work as shown on the Plans, as specified, and as directed by the Engineer, tested in place and ready for use, in accordance with the obvious and expressed intent of the Contract to secure a complete installation. In general, the work to be performed under each Bid Item is described in the following sections.

B. The quality of workmanship and materials entering into the work shall conform to the requirements of the pertinent sections, clauses, paragraphs and sentences, both directly and indirectly applicable thereto, in these Specifications, whether or not direct reference to such occurs in the Bid Items.

C. The attention of the Contractor is called to the provisions of Paragraphs 59 and 63 inclusive in the General Contract Conditions regarding temporary light, power, water and heating, sanitary regulations and field offices.

D. All items hereinafter listed in the Descriptions of Bid Items are described in detail in other Sections of these Specifications.

SECTION 01020 – DESCRIPTION OF BID ITEMS

PART I – BID ITEM NO. 1 – MANHOLE CHIMNEY SEAL

1.01 SCOPE OF WORK

A. The work under this item includes the installation of an internal manhole sealing system to the manhole through the frame joint area and the area above the manhole cone, including all extensions to the chimney area, as per section 02378 part II para. 2.04 and part III para. 3.04.

B. The work covered by this item includes but is not limited to furnishing all labor, equipment, materials and supervision, and performing all work necessary to seal the manhole frame and adjustment ring as specified herein.

C. Contractor submittals, training, mobilization, demobilization, cleaning, and restoration, shall be included in the bid items for internal manhole seals.

1.02 MEASUREMENT AND PAYMENT

A. Measurement for payment will be the number of manhole chimney seals completely installed and approved by the Engineer of each seal applied. Regardless of whether a new or existing cover and frame is used.

B. Payment of the unit price stated in the Proposal for the number of manholes approved for payment shall constitute full payment for all work done under this Bid Item.

PART II - BID ITEM NO. 2 – MANHOLE REHABILITATION WORK

2.01 SCOPE OF WORK

A. Work covered by this item includes but is not limited to furnishing all labor, equipment, materials and supervision, and all work necessary to perform chemical grout injection sealing of the manhole and epoxy coating and sealing of the manhole as specified herein. Including all necessary repairs, general cleaning and preparation work required prior to applying the epoxy coating system shall also be included.

B. All manhole rehabilitation work shall conform in all respects to, Section 02378 of these Specifications

C. Contractor submittals, training, mobilization, demobilization, cleaning, and restoration, shall be included in this bid item.

SECTION 01020 – PART II

2.02 MEASUREMENT AND PAYMENT

A. Measurement for payment will be the vertical lineal feet (VLF) of manholes completed, tested and approved by the Engineer, measured from the top of the cast iron cover to the invert of the manhole channel.

B. Payment of the unit price stated in the Proposal for vertical lineal feet approved for payment shall constitute full payment for all work under this Bid Item.

PART III – BID ITEM NO. 3 – CONTINGENT ITEMS

3.01 SCOPE OF WORK

A. The Contractor shall furnish all labor, materials, tools and equipment required to perform unspecified additional work as determined in the field and authorized in writing by the Engineer. An allowance of \$5,000 has been established in this contract.

3.02 MEASUREMENT AND PAYMENT

A. Measurement for payment shall be the actual work performed and approved for payment by the Engineer.

B. Total payment for this item shall be based on the lump sum negotiated costs for the actual amount of unspecified work performed and approved for payment.

PART IV – ALTERNATE BID ITEM NO. 4 – EIGHTEENMILE CREEK BANK MANHOLE REHABILITATION WORK

4.01 SCOPE OF WORK

A. Work covered by this item includes but is not limited to furnishing all labor, equipment, materials and supervision, and all work necessary to perform manhole chimney seal, chemical grout injection sealing of the manhole and epoxy coating and sealing of the manhole as specified herein. Including all necessary repairs, general cleaning and preparation work required prior to applying the epoxy coating system shall also be included.

B. The Manhole Chimney Seal and Manhole Rehabilitation work for this Alternate Bid Item shall conform in all respects to Bid Item No. 1 and Bid Item No. 2 specifications respectively, except the Measurement and Payment.

C. Contractor submittals, training, mobilization, demobilization, cleaning, restoration and access to manhole, shall be included in this alternate bid item.

SECTION 01020 – PART IV

4.02 MEASUREMENT AND PAYMENT

A. Measurement for payment shall be the actual work performed and approved for payment by the Engineer.

B. Payment of the lump sum price stated in the Proposal for payment shall constitute full payment for all work under this alternate bid item.

PART V – INTENT OF SPECIFICATIONS

5.01 SCOPE OF WORK

A. It is the intent of these Specifications and the various Bid Items to obtain a complete installation, as shown on the Plans. The Contractor shall include in the unit and lump sum prices stated in the Proposal the cost to furnish, install and perform all work required for a complete installation, whether or not every item of work involved to secure such an installation is specifically mentioned.

SECTION 02378 – MANHOLE REHABILITATION
PART I – GENERAL

1.01 SCOPE OF WORK

A. Contractor shall furnish all labor, materials, equipment, and incidentals required for rehabilitation of manholes using materials and methods as specified.

B. Manhole rehabilitation will be accomplished using various materials and methods either singularly or in combination including the following:

1. High pressure cleaning;
2. Water plug grout injection to control infiltration, as necessary;
3. Removing or pointing loose bricks, as necessary;
4. Filling void spaces with mortar, as necessary;
5. Applying cementitious coating to uncoated brick manholes;
6. Applying protective epoxy coating to entire manhole depth;
7. Applying a flexible chemical sealant to manhole collar (chimney).

C. The extent and location of manholes to be rehabilitated is shown on the Drawings and Schedule as specified herein.

1.02 COORDINATION

A. Before proceeding with Work, the Contractor shall provide a schedule to and coordinate activities with the Engineer.

B. Coordinate traffic control as required to complete the work.

C. Coordinate all required interruption of flow through and into manholes with the Engineer prior to interruption.

1.03 QUALITY ASSURANCE

A. Applicator Qualifications:

1. Engage a single installer with specific experience in the application of the type of materials specified, who can submit evidence of being an acceptable installer to the manufacturer of the manhole rehabilitation products and who agrees to employ only tradesmen with specific skill and experience in this type of Work.

SECTION 02378 – PART I

2. Must be certified or licensed by the materials manufacturer, where applicable.

B. Service Criteria: The finished walls, floors, and other surfaces to receive the coatings shall be capable of withstanding, under constant exposure to raw sanitary sewage, extreme variations in temperature and humidity, high humidity, and potentially corrosive atmospheres, with no adverse effects. Products capable of only intermittent exposure resistance are not acceptable.

C. Source Quality Control: Provide each component of coating produced by a single manufacturer.

D. Reference Standards: Comply with applicable provisions and recommendations of the following except as otherwise shown or specified.

1. ACI 5151RA Guide for Use of Water Proofing Damp-proofing, Protective and Decorative Barrier Systems for Concrete.
2. ASTM C78-94 Standard Test Method for Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading).
3. ASTM C94-98 Standard Specification for Ready Mix Concrete.
4. ASTM C109-98 Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-inch Cube Specimen).
5. ASTM C234-91a Standard Test Method for Comparing Concretes on the Basis of Bond Developed with Reinforcement Steel.
6. ASTM C67-97 Standard Test Methods for Chemical Resistance of Mortars, Grouts, and Monolithic Surfacing and Polymer Concretes.
7. ASTM C293-94 Standard Test Method for Flexural Strength of Concrete (Using Simple Beam with Center Point Loading).
8. ASTM C321-94 Standard Test Method for Bond Strength of Chemical- Resistant Mortars
9. ASTM C495-91a Standard Test Method for Compressive Strength of Lightweight Insulating Concrete.
10. ASTM C496-96 Standard Test Method for Splitting Tensile Strength of Cylindrical Concrete Specimens.

SECTION 02378 – PART I

11. ASTM C579-96 Standard Test Method for Compressive Strength of Chemical-Resistant Mortars, Grouts Monolithic Surfacing and Polymer Concretes.
12. ASTM C586-93 Standard Test Method for Flexural Strength and Modulus of Elasticity of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes
13. ASTM C596-96 Standard Test Method for Drying Shrinkage of Mortar Containing Hydraulic Cement.
14. ASTM C666-97 Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing
15. ASTM C722-94 Standard Specification for Chemical-Resistant Resin Monolithic Surfacing
16. ASTM 811-96 Surface Preparation of Concrete for Application of Chemical Resistant Resin Monolithic Surfacing.
17. ASTM C827-95a Standard Test Method for Change in Height at Early Ages of Cylindrical Specimens from Cementitious Mixtures.
18. ASTM D638-97 Standard Test Method for Tensile Properties of Plastics.
19. ASTM D695-96 Standard Test Method for Compressive Properties of Rigid Plastics.
20. ASTM D790-97 Standard Test Method for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
21. NASSCO Specification Guidelines, Wastewater Collection Systems, Maintenance and Rehabilitation, Ninth Edition.
 - A. Statement of Application: Upon completion of the Work under this Section, submit a statement to the Engineer, signed by the Contractor, stating that the materials complied with the requirements of the Specifications and that the installation and materials complied with the manufacturer's printed recommendations, and were proper and adequate for the condition of installation and use.

SECTION 02378 – PART I

1.04 SUBMITTALS

A. Shop Drawings: Submit for approval the following:

1. Copies of manufacturer's technical data and installation instructions for products required.
2. Test Reports: Copies of test data from an independent testing laboratory for all the physical properties listed herein.

B. Certificates:

1. Applicator Qualifications:
 - a. Manufacturer certification that Applicator has been trained and approved in the handling, mixing and application of the products to be used.
 - b. Certification that the equipment to be used for applying the products has been manufactured or approved by the protective coating or flexible sealant manufacturer and Applicator personnel have been trained and certified for proper use of the equipment.
 - c. Name, qualifications, and recent references of Applicator indicating successful application of same protective coating or flexible sealant.
 - d. Proof of any necessary federal, state or local permits or licenses necessary for the project.
1. Material Safety Data Sheets (MSDS) for each product used.
2. Technical data sheet on each product used, including ASTM test results indicating the product conforms to and is suitable for its intended use per these specifications.
3. Design details for any additional ancillary systems and equipment to be used in site and surface preparation, application and testing.
4. Warranty: The manufacturer shall warrant that the products are produced in conformity with its standard specifications or formulations within recognized tolerances, free of adulteration or contamination and that the product will perform in accordance with representations in the manufacturer's literature and technical data sheets when properly applied in strict conformance with the printed instruction on container and prescribed in technical data instructions and when applied to a properly prepared surface.

SECTION 02378 – PART I

C. Confined Space Entry Plan: The Contractor shall submit to the Engineer a written statement that the Contractor has established a confined space entry plan that meets federal, state and local requirements for construction work and confined space entry.

1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Delivery of Materials:

1. Deliver materials in manufacturer's original, unopened, and undamaged packages.
2. Clearly identify manufacturer, brand name, contents, color stock number, and order number on each package.
3. Packages showing indications of damage that may affect condition of contents are not acceptable.

B. Storage of Materials:

1. Store in original packaging, under protective cover, and protect from damage.
2. Stack containers in accordance with manufacturer's recommendations.

C. Handling of Materials: Handle materials in such a manner as to prevent damage to products or finishes.

D. The Contractor shall be responsible for collecting samples for testing during repairs to confirm that materials were properly prepared and applied.

1.06 JOB CONDITIONS

A. The Contractor is responsible for coordination of all traffic control required by City, County, Town and State agencies.

B. All required interruptions of flow through manholes, manhole inverts or any other portion of the sanitary sewer system shall be coordinated with and approval received from the Engineer prior to interruption.

SECTION 02378 – PART II PRODUCTS

2.01 INFILTRATION CONTROL AND JOINT SEAL MIX

A. A rapid setting hydrophobic polyurethane liquid grout product specifically formulated for leak control, shall be used to stop water infiltration and shall be mixed and applied according to manufacturer's recommendation and shall have the following minimum requirements:

Property	ASTM	Result
Components		2 parts
Density (molded core)	ASTM D-1622	2.03 pcf
Tensile Strength, Perp.	ASTM D-1623	15.6 psi
Elongation, Perpendicular	ASTM D-1623	9.8%
Maximum Service Temp.	175 °F	
Shear Modulus, Perp.	ASTM C-273	117 psi
Shear Strength, Perp.	ASTM C-273	14.5 psi
Application Time		Varies
Product and Manufacture shall be Sauereisen Hydroactive Polyurethane Grout No. F-370, or Engineer approved equal.		

B. A rapid setting hydraulic cement water plug product specifically formulated for leak control, shall be used to stop water infiltration and shall be mixed and applied according to manufacturer's recommendation and shall have the following minimum requirements:

Property	ASTM	Result
Components		1 part
Density	ASTM C-905	121 pcf
Color		Gray
Compressive Strength	ASTM C-109	4,000 psi
Length Change	ASTM C-157	0%
Mix Ratio		3 powder : 1 water by volume or "as per manufacturer"
Application time @70°F		
Working Time		15 seconds
Initial Set		60-90 seconds
Final Set		1 hour
Product and Manufacture shall be Sauereisen Instaplug, No. F-180, or Engineer approved equal.		

SECTION 02378 – PART II

2.02 PATCHING AND CEMENTITIOUS COATING MIX

A. A fast setting cementitious material shall be used as a patching mix and coating to repair irregularities and voids in existing manhole surfaces. It must be VOC complaint to NYS Requirements; and is to be mixed and applied according to manufacturer's recommendations; and shall have the following minimum requirements:

<u>Property</u>	<u>Trowelable</u>	<u>Castable</u>	<u>Guniting</u>
Components	1 part	1 part	1 part
Compressive Strength (ASTM C-109)			
@ 24 hours	4,500 psi	1,900 psi	2,500 psi
@ 7 days	5,000 psi	7,000 psi	5,000 psi
@ 28 days	6,000 psi	7,000 psi	6,500 psi
Density	137 pcf	148 pcf	144 pcf
Mix Ratio (by weight)			
Powder to water	9:1	11:1	--
Application time @70°F			
Working Time	30 min	30 min	--
Initial Set	3 hrs	3 hrs	1 hr

B. Product and Manufacturer. Provide one of the following:

1. Trowelable: Sauereisen Underlayment No. F-120
2. Sprayable: Sauereisen Substrate Resurfacer No. F-121
3. Or Engineer approved equivalent.

SECTION 02378 – PART II

2.03 PROTECTIVE COATING MIX

A. A high strength, corrosion resistant epoxy shall be used to coat the inside of manhole walls and benches; shall be mixed and applied according to the manufacturer's recommendations; must be VOC complaint to NYS requirements; and shall have the following minimum requirements.

<u>Property</u>	<u>ASTM</u>	<u>Trowelable</u>	<u>Sprayable</u>
Components		3 parts	3 parts
Thickness		1/8 inch	125 mils
Bond Strength to Concrete	ASTM D-4541	Conc. Failure	Conc. Failure
Coef. of Thermal Expansion	ASTM C-531	$3.5 \times 10^{-5}/^{\circ}\text{F}$	$3.8 \times 10^{-5}/^{\circ}\text{F}$
Compressive Strength@28days	ASTM C-695	10,000 psi	10,000 psi
Density	ASTM C-905	113 pcf	114 pcf
Flexural Strength	ASTM C-580	4,900 psi	4,600 psi
Maximum Service Temp.		150 °F	150 °F
Modulus of Elasticity	ASTM C-580	2.75×10^5 psi	5.5×10^5 psi
Tensile Strength	ASTM C-307	2,000 psi	2,500 psi
Application time @70°F			
Working Time		40-50 min	30 min
Initial Set		17 hrs	17 hrs

B. Product and Manufacturer: Provide one of the following:

1. Trowelable: Sauereisen Sewergard No. 210 (minimum thickness 125 mils)
2. Sprayable: Sauereisen Sewergard No. 210RS (minimum thickness 125 mils)
3. Or Engineer approved equivalent

SECTION 02378 – PART II

2.04 FLEXIBLE CHEMICAL SEALING MATERIALS:

A. A urethane based flexible sealant shall be used to seal the chimney section from the frame to the cone section. The flexible utility sealant shall meet the following minimum requirements:

<u>Property</u>	<u>ASTM</u>	<u>Result</u>
Elongation at break	ASTM D-412	100%
Tensile Strength	ASTM D-412	1,150 psi
Adhesive Strength	ASTM D-903	175 lb. 1/in.
Tear Resistance	ASTM D-1004	155 lb. 1/in.
Water Absorption	ASTM D-570	0.05% by weight
Hydrostatic Pressure	ASTM C497	80 ft. water head (35psi)

B. A primer provided by the manufacturer of the flexible sealant shall be applied before the application of flexible sealant. The primer shall meet the following minimum requirements:

<u>Property</u>	<u>ASTM</u>	<u>Result</u>
Elongation at break	ASTM D-412	400%
Tensile Strength	ASTM D-412	3,200 psi
Adhesive Strength	ASTM D-903	400 lb. 1/in.
Tear Resistance	ASTM D-1004	210 lb. 1/in.
Water Absorption	ASTM D-570	0.03% by weight

C. Product and Manufacturer: Provide one of the following:

1. Sauereisen Manhole ChimneySeal No. F-88
(Components two part sealant, self-priming).
2. Flex-Seal Utility Sealant by Sealing Systems, Inc. two part
(Components two part primer, two part sealant)
3. Or Engineer approved equivalent.

2.05 WATER

A. Shall be clean and potable. Questionable water shall be tested by a testing laboratory in accordance with ASTM C-94. Potable water need not be tested. The Contractor is responsible for providing and paying for all water required to complete the work.

PART III - EXECUTION

3.01 JOB SETUP/INSPECTION

A. Traffic Control: Prior to performing work, the Contractor shall install all traffic control devices and maintain appropriate personnel to direct traffic as required to safely complete the work.

B. Atmosphere Evaluation: Prior to entering manholes, an evaluation of the atmosphere will be conducted to determine the presence of toxic, flammable vapors or possible lack of oxygen. The evaluation shall be in accordance with local, state, or federal safety regulations and Contractor's Confined Space Entry Plan and permit.

C. Contractor shall examine the substrate and conditions under which coating Work is to be performed and notify the Engineer in writing of conditions detrimental to the proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to the Engineer.

D. Commencement of Work of this Section shall indicate that the substrate and other conditions of installation are acceptable to the Contractor and will produce a finished product meeting the requirements of the Specifications. All defects resulting from such accepted conditions shall be corrected by the Contractor at his own expense.

3.02 PREPARATION

A. General:

1. Perform all preparation and cleaning procedures as specified herein and in strict accordance with the coating and flexible sealant manufacturers' instructions for each particular substrate and atmospheric condition.

2. Cleaning: All concrete and masonry surfaces must be thoroughly cleaned. Grease, laitance, loose bricks, mortar, unsound concrete, and other materials must be completely removed and any resulting voids repaired. Water blasting (1,200 psi minimum) utilizing proper nozzles shall be the primary method of cleaning; however, other methods such as wet or dry sandblasting, acid wash, concrete cleaners, degreasers or mechanical means may be required to properly clean the surface. Surfaces on which these other methods are used shall be thoroughly rinsed, scrubbed, and neutralized to remove cleaning agents and their reactant products.

3. Interior manhole surfaces shall be free of surface contaminants that may affect coating performance. Start of application operations will indicate acceptance of subsurface conditions and contractor's full responsibility for the completed Work.

4. The Contractor shall prevent any and all debris from entering the sewer system (before, during and after manhole rehabilitation).

SECTION 02378 – PART III

3.03 MATERIALS PREPARATION

A. General:

1. Mix and prepare patching, coating and sealing materials in strict accordance with the manufacturer's directions.
2. Do not mix patching, coating or sealing materials produced by different manufacturers.
3. Store materials not in actual use in tightly covered containers, in a cool, dry place, and away from fire hazards. Maintain containers used in storage, mixing, and application in a clean condition, free of foreign materials and residue.

3.04 SEQUENCE OF REHABILITATION

A. General:

1. The general sequence of manhole rehabilitation after completion of cleaning and preparation includes: control of infiltration; patching and restoration of the substrate; final coating of the manhole interior with a corrosion resistant epoxy coating; and application of a flexible sealant.
2. Apply infiltration control, patching and coating materials only after cleaning and preparation operations have been completed. Moisture content of surfaces, air temperature, and relative humidity must be within limits recommended by manufacturer.
3. Comply strictly with manufacturer's application procedures.

B. Infiltration Control and Joint Sealing:

1. Any joints, cracks, holes and other defects through which water is observed to be entering the manhole at the time of rehabilitation, or where there is evidence of past infiltration (i.e., staining, mineral deposits), must be sealed prior to the application of surface coatings. Infiltration control and joint sealing shall be done during high groundwater conditions.
2. Sealing Procedures: Each point of leakage within the manhole structure (i.e., the bench, walls, joints, corbel/cone and chimney), shall be treated to eliminate infiltration. The Contractor shall use either an acceptable chemical grout or a cementitious water plug material as specified in Part II para 2.01 of this Section. In all cases the treatment shall be performed in accordance with the manufacturer's procedures and recommendations to include requirements for installing grout ports, fashioning mechanical key ways and restoration of the surface plane upon completion as required to stop any infiltration.

SECTION 02378 – PART III

3. Prior to applying any surface coatings, work performed by the Contractor to eliminate infiltration shall be inspected by the Engineer.

C. Patching and Cementitious Coating:

1. Existing interior brick manhole surfaces shall be repaired and restored to accept the corrosion resistant coating applications and flexible sealants.
2. Irregularities such as spalling, cracks, voids and pits that could compromise the integrity of the final surface coating shall be eliminated using a fast setting cementitious coating mix as specified in Part II para 2.02 of this Section.
3. Care must be taken to restore the substrate surface to a condition acceptable to the application of the protective epoxy coating mix as specified in Part II para 2.03 of this Section. Where necessary to facilitate application of the protective epoxy coating mix, apply cementitious coating to entire manhole depth to make a smooth surface in accordance with the manufacturer's written instructions.
4. Application of materials shall conform to the manufacturer's requirements based on the size and depth of the area to be restored as well as the type of repair required.

D. Coat Manhole Depth with Protective Coating:

1. The Contractor shall clean manhole, stop infiltration, seal joints and patch voids, and apply a cementitious coating, if necessary, prior to the application of the protective coating.
2. Application procedures shall conform to the recommendations of the protective coating manufacturer, including material handling, mixing and environmental controls during application, safety, and spray equipment.
3. The application equipment shall be specifically designed to accurately ration and apply the specified protective coating materials and shall be regularly maintained and in proper working order.
4. The protective coating material must be applied by a Certified Applicator of the protective coating manufacturer.
5. Apply materials in the recommended quantities to produce a finished chemical resistant coating system with at least 1/8-inch (125 mil) thickness. The Contractor shall ensure a uniform thickness throughout all the coated areas. Special attention shall be paid to the cone section to ensure the minimal 1/8-inch (125 mil) thickness.

SECTION 02378 – PART III

6. The protective coating shall be applied to whole manhole depth including frame, chimney, cone, barrel, bench and invert.

E. Seal Manhole Collar (Chimney) with Flexible Chemical Sealant:

1. Application procedures shall conform to the recommendations of the flexible sealant manufacturer, including material handling, mixing, application of primer and environmental controls during application, safety, and equipment.

2. The flexible sealant shall be applied after the application of protective coating and sufficient time shall be allowed for the curing of protective coating as recommended by the manufacturer of protective coating, where applicable. The application of flexible sealant shall start 2 inches above the bottom of the manhole frame and end at 2 inches under the bottom of the manhole chimney.

3.05 GUARANTEE

A. Contractor shall guarantee workmanship, and effectiveness of the repair and materials for a period of 24 months after the written acceptance by the Engineer with start date indicated on the "Form of Guarantee"

3.06 ADJUSTMENT AND CLEANING

A. At the completion of the Work, the Contractor shall remove all materials and debris associated with the Work of this Section. Contractor is responsible for disposal of all excess materials and debris.

B. Clean all adjacent surfaces not designated to receive coating. Restore all other Work in a manner acceptable to the Engineer, in accordance with Specification Section 02800. The Contractor shall also clean roadway surfaces, as necessary, after each day at work locations.

C. All finished coatings shall be protected from damage until Final Acceptance of the Work. Coatings damaged in any manner shall be repaired or replaced at the direction of the Engineer, at no additional cost to the Owner.

D. Finishing: Apply a final top coat, if required by the Engineer, to match the texture of the approved sample.

SECTION 02800 – RESTORATION

PART I – GENERAL

1.01 SCOPE OF WORK

A. Related Documents

1. The general provisions of the contract, including general and special conditions, apply to the work specified in this Section.

B. Description of Work

1. Under the work of restoration the Contractor shall prepare the soil and apply topsoil on unpaved areas, including field areas furnish and apply grass seed, furnish and plant trees and shrubs, furnish and apply gravel on stipulated areas and maintain lawns and plantings for the specified periods, all as required and specified.

1.02 QUALITY GUARANTEE

A. Scheduling Seeding

1. Seeding shall be permitted only between April 15 and May 30 for spring seeding and August 15 and September 15 for fall seeding. No seeding shall be done during high winds or when the ground surface is too wet for proper working.

1.03 DELIVERY, STORAGE AND HANDLING

A. Deliver grass seed in original containers showing analysis of seed mixture, percentage of pure seed, year of production, net weight, date of packaging and location of packaging. Damaged packages are not acceptable.

B. Deliver fertilizer in waterproof containers or bags showing weight, chemical analysis and name of manufacturer. Federal regulations governing handling and storage of fertilizer must be followed.

SECTION 02800 – PART II – PRODUCTS

2.01 MATERIALS

A. Topsoil

1. Topsoil shall consist of friable, natural earth of loamy character, without admixture of subsoil, uniform in quality and free to refuse of any nature, hard clods, still clay sods, hard pan, pebbles larger than ¼ inch in diameter, coarse sand, noxious weeds, sticks, brush and other rubbish.

B. Grass Seed for Lawn Areas

1. Seed shall be fresh, clean, new crop seed composed to the following varieties mixed in the proportions by weight as shown, and testing the minimum percentage of purity and germination indicated:

<u>Name</u>	<u>By Weight</u>	<u>Proportion Purity</u>	<u>Germination</u>
Perennial Manhattan Ryegrass	40%	98%	90%
Kentucky Blue Grass	25%	85%	90%
Annual Ryegrass	20%	95%	90%
Red Fescue-Creeping	15%	95%	90%

2. Special seed mixes may be needed for shady areas or unusually dry areas. Follow recommendation of reputable seed supplier or nurseryman.

C. Grass Seed for Field Areas

1. Seed shall be fresh, clean, new crop seed composed to the following varieties mixed in the proportions by weight as shown, and testing the minimum percentage of purity and germination indicated:

<u>Name</u>	<u>By Weight</u>	<u>Proportion Purity</u>	<u>Germination</u>
Perennial Ryegrass Manhattan or Perofine (Lolium Perenne)	50%	98%	85%
Annual Ryegrass	50%	95%	90%

SECTION 02800 – PART II

D. Fertilizer

1. Fertilizer shall be mixed, of commercial quality, with a N-P-K ratio equal to 17-23-6 and 50% of the elements derived from organic sources.

E. Peatmoss

1. Peatmoss shall be horticultural grade Class A decomposed plant material; elastic and homogeneous; free of decomposed wood, sulfur, and iron; PH value of 5.9-7.0; 60% organic matter by weight; and a moisture content not exceed 15%.

PART III – EXECUTION

3.01 INSTALLATION

A. SOIL PREPARATION

1. Topsoil shall be placed on unpaved areas to the limits as shown on the Plans. Seeding, sodding, trees and shrubs shall be furnished, planted and maintained as shown, specified and ordered. Topsoil shall be placed to a minimum depth of 6 inches (as measured after rolling and compaction).

2. Additional topsoil shall be provided in tree and planting areas as required to provide a depth no less than the planting hole depth as herein specified.

3. All topsoil, after uniform grading, shall be thoroughly rolled to provide maximum compaction.

4. After placing the topsoil, the area shall be raked and all stones, rocks, and weeds removed. A suitable commercial fertilizer shall then be evenly applied over the area, at a rate recommended by the manufacturer, and thoroughly raked in.

B. SEEDING

1. After the topsoil has been spread and the final grades established in accordance with the Contract Specifications, the entire area shall be fine graded by discing or tilling to a depth of four inches. After discing or tilling, the area shall be dragged with a plant float so as to develop a smooth, even surface. Power equipment may be used, but in areas that are too small for power equipment to operate, the above operations shall be done with the use of hand tools.

2. Grass seed shall be sown in two operations and at right angles to each other at the rate of two pounds per thousand square feet in each operation.

SECTION 02800 – PART III

3. After the sowing of the seed, the area shall be lightly raked or dragged, and then rolled with a 200 pound roller.

4. After the raking and rolling operations are completed the entire seeding area shall be watered with a fine spray until a uniform moisture depth of 1 inch has been obtained.

5. Wooded and field areas shall be seeded with perennial rye grass at the rate of 100 lbs. per acre.

3.02 MAINTENANCE

A. MAINTENANCE OF SEEDED AREAS

1. Maintenance of seeded areas shall consist of watering, weeding, cutting and trimming the grass, and performing any other necessary work incidental to the establishment of a good stand of grass reasonably free of weed or other obnoxious grasses.

2. The maintenance period shall begin immediately upon the completion of the seeding operations and shall continue for a period of not less than forty-five days, or until the grass has been cut twice, and if necessary at the direction of the Engineer, until an acceptable stand of grass has been established.

B. GENERAL MAINTENANCE

1. The Contractor shall confine his operations to the immediate trench area and exercise reasonable and normal precautions in the work, particularly in the use of equipment, so as to prevent damage occurring as a result of the work. All damage will be replaced or repaired by the Contractor at his expense.

Summary of Work - Erie County Sewer Districts (ECSD) - Manhole Rehabilitation Contract 81

SOUTHERN REGION ECSD 2 - MANHOLE REHABILITATION									
#	ECSD	Mini System	Address and Location of Manhole, Evans, NY	Map #	Manhole Handle	Manhole Type	BID ITEM #1	BID ITEM #2	
							Chimney Seal	Mortar Repair & Epoxy Lining	Manhole Depth (ft)
1	2	11	6736 Prescott Drive	1	E7132	Brick Previous Coated	X	X	8.4
2	2	11	6780 Prescott Drive	1	E71AC	Brick Previous Coated	X	X	10.3
3	2	11	Prescott and Old Lakeshore Road	1	E711D	Brick Previous Coated	X	X	8.7
4	2	11	Highland Parkway and Gates	1	E7133	Brick Previous Coated	X	X	8.2
5	2	11	Hamilton and Old Lake Shore Road	1	E7126	Brick Previous Coated	X	X	8.5
6	2	11	6688 Hamilton Drive	1	E7138	Brick Previous Coated	X	X	8.0
7	2	11	6635 Putnam Drive	1	E710C	Brick Previous Coated	X	X	6.2
8	2	11	6619 Putnam Drive	1	E710B	Brick Previous Coated	X	X	8.3
9	2	11	Schulyer Drive at Lake Shore Road	1	E710E	Brick Previous Coated	X	X	7.7
10	2	11	Wellington Drive at Lake Shore Road	1	E7111	Brick Previous Coated	X	X	5.6
11	2	11	Behind 6848 Minuteman Trail	1	E7274	Concrete	X	X	9.6
12	2	11	6852 Chaffee Court	1	E7279	Concrete	X	X	9.6
Totals							12	12	99.1

CENTRAL REGION ECSD 3 - HAMBURG - MANHOLE REHABILITATION									
#	ECSD	Mini System	Address and Location of Manhole Hamburg, NY	Map #	Manhole Handle	Manhole Type	BID ITEM #1	BID ITEM #2	
							Chimney Seal	Mortar Repair & Epoxy Lining	Manhole Depth (ft)
13	3	31	5804 Apollo Drive	2	CDD06	Brick	X	X	8.0
14	3	31	5782 Apollo Drive	2	CDD05	Brick	X	X	8.0
15	3	31	5771 Diana Lane	2	CDD0C	Brick	X	X	7.8
16	3	31	5692 Apollo Drive	2	CDD00	Brick	X	X	7.5
17	3	31	5668/5672 Minerva Drive	2	CDD10	Brick	X	X	7.5
18	3	31	5687 Minerva Drive	2	CDD0F	Brick	X	X	6.5
19	3	31	5726 East Lane	2	CDD20	Brick & Concrete	X	X	7.0
Totals							7	7	52.3

* Bid Alternate Work

CENTRAL REGION ECSD 3 - HAMBURG - EIGHTEENMILE CREEK BANK MANHOLE REHABILITATION									
#	ECSD	Mini System	Address and Location of Manhole Hamburg, NY	Map #	Manhole Handle	Manhole Type	ALTERNATE BID ITEM #4 - Includes Chimney Seal, Mortar Repair & Epoxy Lining, and Access to Manhole		
							Chimney Seal	Mortar Repair & Epoxy Lining	Manhole Depth (ft)
20	3	23	6717 Taylor Road (see map in Appendix for access)	3	CD313	Concrete	X	X	14.5
Totals							1	1	14.5

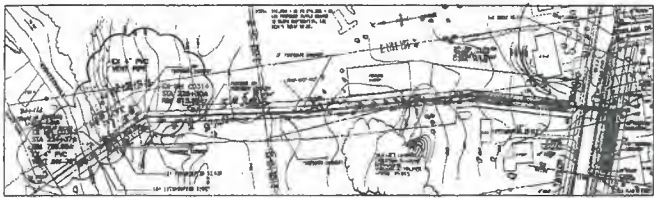
Manhole Rehabilitation
Contract No. 81
Erie County Sewer District 2
Minisystem 11, Town of Evans
Map 1



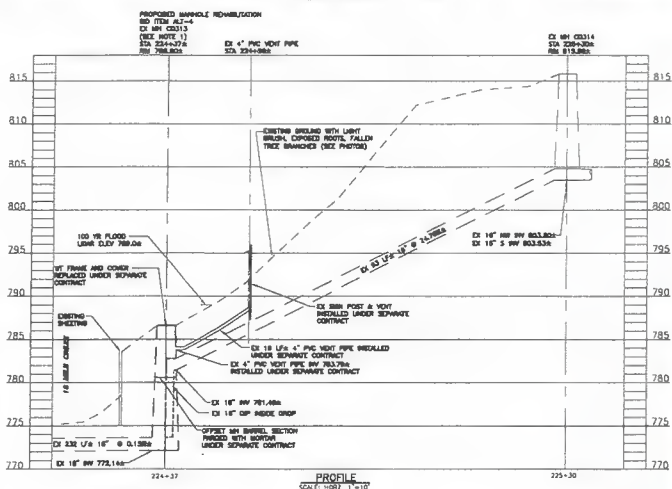
Date Printed: 3/11/19

Date Printed: 3/11/18

EIGHTEENMILE CREEK BANK MANHOLE REHABILITATION



PART OF RECORD PLAN BV-1 SHEET 13
SCALE: HORIZ 1"=80'



NOTES


3. PROPOSED IN REMEDIATION ACTION SHALL BE ITEM #1 - LUMP SUM PRICE INCLUDING: CHAIN SAW, WORTHY RENTAL (SPRAY LANCE FOR EXISTING CONCRETE), EXISTING CONCRETE REMOVAL, LUMBER BRACING, EXISTING EXTERIOR ACCESS AND EGRESS, RESTORATION, ALL LABOR, EQUIPMENT, MATERIALS AND SUPPLIES AND ALL WORK REQUIRED FOR A COMPLETE INSTALLATION.
4. THE CONTRACTOR SHALL LIST ESTIMATES AND PRELIMINARIES TO PREVENT CONFLICTS WITH THE PREVIOUSLY SCHEDULED WORK.
5. THE CONTRACTOR SHALL LIST DIFFERENCES TO BOTH THE TOWN OF WILMINGTON AND MAJOR FAMILY PROPERTIES, FOR PURPOSES OF INGRESS AND EGRESS TO COMPLETE THE PROPOSED PROJECT. RESTORATION OF ANY EXISTING DRIVEWAYS SHALL BE THE RESPONSIBILITY OF THE OWNER. EXISTING DRIVEWAYS BEING BUILT BY OTHER PROPERTY OWNERS. ACCESS SHALL BE PROVIDED TO THE PREVIOUSLY SCHEDULED WORK. THE WORK DESCRIBED IN THE CONTRACTOR PLAN SHEET NO. 3 SHALL BE

THE CONTRACTOR IS ADVISED A TRENCH SHIELD AND/OR SHIELDING DESIGNED IN ACCORDANCE WITH OSHA STANDARDS SHALL BE USED IN ALL OPEN TRENCH EXCAVATIONS.

PRINTED 4-4-2019

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NO	BY	DATE
1	2	3

REVISIONS	DESCRIPTION	
	ALTERATION OF THIS DOCUMENT EXCEPT AS PROVIDED BY SECTION 7209 IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW	

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PROJECT ACCESS MAP
SCALE 1" = 100'



PHOTO 1 FACING NORTH/
DOWNSTREAM TOWARD MH C0313



PHOTO 2 FACING SOUTH/
UPSTREAM TOWARD NH CO314



PROJECT LOCATION MAP
NO. SCALE

LOT 50 & 49, TOWNSHIP 9, RANGE 7

County Sewer District No. 3
Town of Hamburg


Town of Hamburg
Contract 81

ENMILE CREEK BANK MANHOLE REHABILITATION

SHEET NO
1
OF 1

REVISIONS			
NO	BY	DATE	DESCRIPTION
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ALTERATION OF THIS DOCUMENT EXCEPT AS PROVIDED BY SECTION 7209 IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW



ERIE COUNTY
DEPT. OF ENVIRONMENT AND PLANNING
DIVISION OF SEWERAGE MANAGEMENT
93 FRANKLIN ST BUFFALO, N.Y. 14202

ORIGIN BY	JYD/QFS
CHECKED BY	NRW
DATE	AUGUST 20
SCALE	AS NOTED
FILE NAME	

Erie County Sewer District No. 3
Town of Hamburg
Contract 81
EIGHTEENMILE CREEK BANK MANHOLE REHABILITATION

SHEET NO
1
OF 1

ERIE COUNTY DIVISION OF SEWERAGE MANAGEMENT
CONTRACT NO. 81

Sewer Manhole Rehabilitation Contract: ECSD NO. 2 & 3

PRE-BID MEETING MINUTES

APRIL 25, 2019 9:00 AM

SOUTHTOWNS WATER RESOURCE RECOVERY FACILITY
CONFERENCE ROOM

1) INTRODUCTION

- Sign In Sheet was circulated and is attached to these minutes
- The proposed Sanitary Manhole rehabilitation project, Contract No. 81 is located in Erie County Sewer District No's. 2 and 3. The work shall be performed within public highway rights-of-way, easements, or right of entries obtained by the County of Erie.

2) PROPOSAL REQUIREMENTS

- Sealed proposals will be received and publicly opened on **Friday, May 10, 2019 at 11:00 AM**, at 95 Franklin Street, Room 1254, Buffalo, NY, 14202
- Bid Documents can be downloaded via the On-Line Bid Retrieval link at <http://www2.erie.gov/purchasing/>
- All questions must be submitted in writing to Nadine Wetzel (nadine.wetzel@erie.gov) at 95 Franklin Street, Room 1032, Buffalo, NY 14202 before 4:00 PM on Monday May 6, 2019.
- The envelope containing the bid must be sealed, addressed to the Erie County Division of Purchase and must be clearly and correctly designated as "Sewer Manhole Rehabilitation Contract, ECSD Nos. 2 & 3, Contract 81". Any envelope containing more than one bid will be considered an improper bid and not opened. Any bids not delivered in person shall be mailed to the Erie County Director of Purchase, 95 Franklin Street, Room 1254, Buffalo, NY 14202, and received prior to 11:00 AM time set for the bid opening on May 10, 2019.
- Each Sealed Bid must be accompanied by a certified check payable to the Erie County Comptroller or by a bid bond having a surety thereon from a surety company acceptable to the County Attorney, as surety for execution of the contract.
- Bidders should carefully review the requirements with respect to conditions of employment to be observed, minimum wage rates to be paid under contract, and Affirmative Action requirements for Equal Employment Opportunity.
- Bidders should carefully review the Bid Items. The Contract includes an Alternate Bid Item.

ERIE COUNTY DIVISION OF SEWERAGE MANAGEMENT
CONTRACT NO. 81

Sewer Manhole Rehabilitation Contract: ECSD NO. 2 & 3

ADDENDUM No. 1

Items Included:

- | | |
|----------------------------|-----------|
| • Pre-Bid Meeting Minutes | Pages 2-4 |
| • Pre-Bid Sign In Sheet | Page 5 |
| • Other Questions Received | Page 6 |

3) GENERAL COMMENTS

- The Contract Documents consist of the Specification Book.
- Refer to the Table of Contents for all items included in the Specifications.
- Review and complete all Exhibits (A-O).
- The Contract Documents include 3 maps and 1 drawing.
- Base Bid includes 19 manholes total in 2 sewer districts. Refer to table for manhole types. Some of the manholes in District 2 are brick manholes that have been previously coated. Prospective bidders are encouraged to make a site visit to observe the condition of the existing manholes to get an accurate assessment prior to performing the work.
- Surface preparation work is critical and shall be completed in accordance with manufacturer's recommendations.
- Alternate bid is for a manhole located along the embankment for Eighteenmile Creek. Access is unique. Refer to drawing in the specification book for more information. Prospective bidders are encouraged to make a site visit to understand access conditions. Alternate bid is lump sum and includes all work to rehabilitate the manhole and access. For the alternate bid work, the Town of Hamburg should be listed as an additional insured, and the contractor will be required to sign an indemnification agreement prior to right of entry being granted. Some additional work on this manhole was bid separately and is anticipated to be completed prior to the notice to proceed for the manhole rehabilitation work.

4) CONFINED SPACE REQUIREMENTS (Exhibit J):

- Bidders must submit a completed Confined Space Program Certification with their proposal.

5) LABOR AND PROGRESS PAYMENTS

- This is a NYS prevailing wage job. PRC# 2019003848
- No work in excess of 8-hrs per day or 5 days per week without "Application for Dispensation of Hours" (Form PW-30)
- Weekly certified payroll reports for general and all subcontractors must be submitted on Form WH-347 (USDOL).
- Contractor must provide at all times a Superintendent or Foreman to make decisions and supervise his crew and any subcontractors.
- Progress payments are made once a month.

6) MINORITY and WOMEN BUSINESS ENTERPRISE UTILIZATION GOALS

- MBE utilization goal is 10% and WBE utilization goal is 2% for this project.
- Any questions concerning the EEO and/or MBE/WBE requirements should be directed to Jesse Burnette at 858-6169, who is the County's Minority Business Officer (MBO).

- Bidders are encouraged to use the MBE/WBE Resource link on the County's EEO website for listing of certified M/WBEs (<http://www2.erie.gov/eoo/>)

7) SPECIFIC COMMENTS

- Contractor will be responsible for all traffic control, bypass pumping, water acquisition, and any associated permits that may be required. The Contractor shall include in the lump sum or unit prices stated in the Proposal the cost to furnish, install and perform all work required for complete installation and restoration whether or not every item of work involved to service such an installation and restoration is specifically mentioned.

8) QUESTIONS

- **Question:** Do other municipalities have the option to piggyback off of this contract?

Response: *Yes, if the successful low bidder agrees to the honor the pricing and conditions of this contract for an additional municipality, it is between these two parties if they want to pursue this.*

Following the meeting, the meeting attendees visited the site of the alternate bid item work. It was discussed during the site visit how another project has been bid and awarded at this same work site. The scope of work for this other contract (primarily vent installation and installation of a new watertight manhole cover) is shown on the Drawing (Sheet No. 1 of 1) included in the Contract Documents and is anticipated to be completed prior to the proposed manhole rehabilitation work.

**ERIE COUNTY
DEPARTMENT OF ENVIRONMENT & PLANNING
DIVISION OF SEWERAGE MANAGEMENT
PRE-BID MEETING
ECSD Nos. 2 & 3 - CONTRACT 81**

CONTRACT: ECSD Nos. 2&3 CONTRACT 81 SEWER MANHOLE REHABILITATION PROJECT

LOCATION: ST Conference Room

DATE: April 25, 2019

TIME: 9:00 AM

ENGINEER : ECDEP/DSM

NAME / TITLE	COMPANY / ADDRESS	EMAIL ADDRESS	TELEPHONE / FAX
<i>NN</i> NADINE WETZEL, P.E. SANITARY ENGINEER	ERIE COUNTY / DSM 95 FRANKLIN ST, ROOM 1032B BUFFALO, NY 14202	<u>Nadine.Wetzel@erie.gov</u>	(716) 858-6145 FAX (716)858-6257
<i>DS</i> DANIEL SKOWRONSKI Asst. SANITARY ENGINEER	ERIE COUNTY / DSM 95 FRANKLIN ST, ROOM 1032 BUFFALO, NY 14202	<u>Daniel.Skowronski@erie.gov</u>	(716) 858-6472 FAX (716)858-8386
<i>Carl Mitello</i> Asst District Manager	<i>8443 Lake Shore Rd</i> <i>Argola N.Y. 14061</i>	<i>Carl.Mitello@erie.gov</i>	<i>716 549-3161</i> <i>716 549-6765</i>
<i>Carl Horn / Sch</i> <i>Dist. Mgr.</i>	<i>" "</i>	<i>Carl.horne@erie.gov</i>	<i>(716) 549-3161</i>
<i>Garry Pecak / ADC</i>	EC DSM	<i>garry.pecak@erie.gov</i>	<i>(716) 858-6267</i>
<i>JOHN GULLO</i>	UNITED SURVEY	<i>Jgullo@UNITEDSURVEYINC.com</i>	<i>716 583 1928</i>
<i>JOHN RACHAL</i>	National Water Main	<i>jrachal@nwmc-bos.com</i>	<i>716-480-3886</i>
<i>MICHAEL G. KERL</i>	UNITED SURVEY INC	<i>mkerl@UNITEDSURVEYINC.com</i>	<i>716-570-8794</i>
<i>Nick Thomashefski</i>	Rain For Rent	<i>nthomashefski@</i> <i>RainForRent.com</i>	<i>716-888-0544</i>

ADDITIONAL COMMENTS AND/OR QUESTIONS RECEIVED

- **Question:** I see that Sauereisen products were specified for this contract. Is there the possibility that other materials can be listed in the specifications?

Response: *The basis of design for this project is the Sauereisen products, and additional products will not be listed in the specifications. The Contract specifies "or Engineer approved equal," and the successful bidder may propose different materials or products in the shop drawing phase and they will be considered and reviewed by the Engineer at that time.*

- **Question:** Will the alternative bid manhole item require a road built to it or will easement equipment be able to be utilized to get to that manhole? Is there a distance called out for the length of road, or damage repair to be used to determine ground restoration work? Is there an engineer's estimate of probable cost for this work?

Response: *It is not anticipated that a road will need to be built to access the manhole. Access is through the town park and through an existing trail through the woods back to the job site. However, this is dependent on the type of equipment the contractor intends to mobilize to the jobsite. Prospective bidders are strongly encouraged to visit the project site to understand access conditions prior to submitting a bid. A site visit can be arranged by contacting Nadine Wetzel at 716-858-6145. Bidders are encouraged to limit disturbances related to ingress and egress to the project site. There is a scaled drawing (Sheet No. 1 of 1) included in the Contract Documents from which the bidders can estimate the length of their access path / restoration work required. An engineer's estimate will not be provided for this work.*

End of Addendum No. 1