



County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

STANDARD AGREEMENT

This AGREEMENT, made as of the 12th DAY OF JANUARY, 2023

by and between UNITED SURVEY, INC.,

of 25145 BROADWAY AVENUE, OAKWOOD VILLAGE, OH 44146

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 NOVEMBER 16, 2022 at 11:00AM

for: CURED-IN-PLACE PIPE LINING

WHEREAS, the bid of the Contractor submitted in accordance therewith, the sum of \$2,039,020.00, was the second lowest responsible bid submitted; and

WHEREAS, a contract is hereby awarded, on a secondary, on-call basis, 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. 222253-002, 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: UNITED SURVEY, INC.

by _____
Director of Purchase

by  _____

Date _____

Title PRESIDENT

Date 1/20/2023

APPROVED AS TO FORM

Assistant County Attorney
County of Erie, New York

Date _____



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: 222253-02

OPENING DATE: Wednesday November 16, 2022 TIME: 10:00 AM

FOR: ECSD No. 1,2,3,4,5,6 & 8 Contract No.95

Cured-in-Place Pipe Lining Term Construction Contract - 2022

NAME OF BIDDER: United Survey, Inc.

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" - \$10,000 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 \$500,000
- X EXHIBIT "J" - Confined Space Certification, OSHA 10 Compliance Certification
- X EXHIBIT "JT" - NYS Worker Training Program Certification
- X EXHIBIT "K" - Erie County Equal Pay Certification
- X EXHIBIT "V" - Vendor Federal Compliance Certification

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 14th day of November, 20 22

TERMS _____ DELIVERY DATE AT DESTINATION November 16, 2022

FIRM NAME United Survey, Inc.

ADDRESS 25145 Broadway Avenue, Oakwood Village, Ohio

ZIP 44146

AUTHORIZED SIGNATURE 

TYPED NAME OF AUTHORIZED SIGNATURE Joseph Tartabini, Jr.

TITLE President TELEPHONE NO. 440-439-7250

(Rev. 1/2000)

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

County of Erie
DIVISION OF PURCHASE
BID SPECIFICATIONS

BID NO #222253-02

Ship to: County of Erie
 Attention:
 Address:

Ship Via:
 Date Required at Destination:

ITEM NO.	QUAN-TITY	U/M	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
			The contract is located in Erie County, New York, in Erie County Sewer Districts No. 1, 2, 3, 4, 5, 6, & 8. The successful bidder		
			will provide Cured-in-Place Pipe Lining and all associated appurtenant services as further detailed in the Proposal section		
			for existing 8-inch through 24-inch diameter sanitary & storm sewers.		
			Assignments will be completed on a work order basis for a minimum of One Hundred Thousand Dollars (\$100,000) each.		
			The term construction contract will be in place for a period of two years.		
			The County reserves the right to award to more than one Contractor.		
			Bidders shall print, complete and submit: Invitation to Bid 1-33, the Proposal Section P-1 thru P-8 and The NYS Questionnaire		
			1-10 & Attachments: A 1-2, B 1-3, & C 1-4.		
			The contract is a Prevailing Wage Project See Exhibit PW		
			FOLLOW LINK TO MBE AND WBE RESOURCE LISTS:		
			http://www2.erie.gov/eeo/index.php?q=mbewbe-resources		
			A Pre-Bid Meeting will be held on Wednesday, November 2, 2022 at 10:00 AM at 95 Franklin Street Room 1004, Buffalo NY 14202.		
			For questions contact Erie County Div. of Sewerage Management		
			Nadine R. Wetzel, P.E., nadine.wetzel@erie.gov , 716-858-6145		

NOTE: Bid results cannot be given over the phone. All requests for bid results should be submitted in writing or faxed to:

ERIE COUNTY DIVISION OF PURCHASE
 Freedom of Information Officer
 95 Franklin Street, Rm. 1254
 Buffalo, NY 14202
 FAX #: 716/858-6465

TOTAL NET BID DELIVERED INSIDE \$2,039,020.00

NAME OF BIDDER United Survey, Inc.

(Rev. 9/95)
 ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

PROPOSAL

TO: ERIE COUNTY DEPARTMENT OF ENVIRONMENT
 AND PLANNING, ERIE COUNTY, NEW YORK
 (hereinafter called the Owner)

FOR: Erie County Sewer Districts No. 1, 2, 3, 4, 5, 6, & 8
 Contract No. 95
 Cured-in-Place Pipe Lining Term Construction Contract - 2022

Sir or Madam:

1. Pursuant to, and in accordance with the complete Contract Specifications herein relating thereto, the undersigned hereby offers to:

Furnish all materials, supplies, tools and labor required for the project, for the following unit and lump sum prices, which shall constitute the total bid for the project. In submitting this bid, the undersigned bidder understands and agrees that the bidder must furnish and provide for the respective item price bid all the necessary materials, labor, supplies, equipment, tools, transportation and all other items of whatever nature and to perform all the work necessary in accordance with the plans and specifications for said improvements.

The undersigned Bidder agrees to submit to all conditions reported, intended, or implied, both particularly and generally by the Contract at the prices herein stated for:

Bid Number: 222253-02

ECSD No. 1, 2,3 ,4, 5, 6 & 8 Contract No. 95 Cured- In-Place
Pipe Lining Term Construction Contract - 2022

(Bidder to fill in Contract Number and Title)

2. The undersigned Bidder also agrees as follows:

FIRST: To begin and complete Work Orders within the time requirements stipulated in Section 01010 of the Specifications.

SECOND: In the event that the Contractor shall fail to complete the work within the time stated in this Contract, as the same may be modified by extensions of time granted by the Owner, the Contractor and his sureties shall at the owner's option, be liable for, and pay to the Owner, additional engineering fees and actual damages or the sum specified in the Contract as fixed, agreed liquidated damages for each calendar day for such delay until the work is completed and accepted, PROVIDED that the Owner may extend the Contract time by written order due to unforeseen conditions which may arise.

3. The undersigned hereby designates as his office to which such notice of acceptance may be mailed, or delivered:

United Survey, Inc.

25145 Broadway Avenue

Oakwood Village, OH 44146

The undersigned further agrees to comply with all requirements as set forth in the Form of Contract, as well as the general contract conditions.

4. By executing this Proposal, the undersigned agrees to comply with all clauses required by this Proposal and contained herein.

By: 
Contractor's Signature

United Survey, Inc.

Business Name

Name: Joseph Tartabini, Jr.

Typed or Printed Name

Date: November 15, 2022

Title: President

Bid Item No. 1 – Cured-in-Place Pipe Lining

For furnishing all labor, materials, tools, equipment, supervision and incidentals required to line existing 8-inch, 10-inch, 12-inch, 15-inch, 18-inch, 21-inch, and 24-inch diameter sanitary and storm sewers as detailed on Work Orders and including all work as described in Section 01020, and in detailed in Sections 02510 and 02520, the following unit prices per linear foot of:

Item	Size Dia.	Unit	Quantity	Unit Price LF Written	Unit Price LF Figures	Total Price Figures
1A	8-inch	LF	30,000	Thirty Five Dollars and Fifty Cents	\$ 35.50	\$ 1,065,000.00
1B	10-inch	LF	6,000	Thirty Seven Dollars and Zero Cents	\$ 37.00	\$ 222,000.00
1C	12-inch	LF	3,000	Forty Dollars and Zero Cents	\$ 40.00	\$ 120,000.00
1D	15-inch	LF	2,000	Forty Eight Dollars and Zero Cents	\$ 48.00	\$ 96,000.00
1E	18-inch	LF	1,600	Sixty Dollars and Zero Cents	\$ 60.00	\$ 96,000.00
1F	21-inch	LF	1,200	Eighty Dollars and Zero Cents	\$ 80.00	\$ 96,000.00
1G	24-inch	LF	1,200	Ninety Dollars and Zero Cents	\$ 90.00	\$ 108,000.00
				*Total for Bid Item No. 1 (Written) One Million Eight Hundred Three Thousand Dollars and Zero Cents		
					Dollars \$	1,803,000.00

Note: Sewers found to be odd sizes will be rounded up to the first larger size greater to determine unit price. For example 16-inch diameter pipe will be paid for under 1E 18-inch diameter.

Bid Item No. 2 – Reinstate Lateral Connection

For furnishing all labor, tools, materials, equipment, supervision and incidentals required to reinstate laterals after installing cure-in-place liner as described in Section 01020, and in detailed in Sections 02510 and 02520, the following unit price per lateral of:

Item	Unit	Quantity	Unit Price EA Written	Unit Price EA Figures	Total Price Figures
2 - Reinstate Lateral	EA	400	Fifty Dollars and Zero Cents	\$ 50.00	\$ 20,000.00

Bid Item No. 3 – Sealing and Grouting

For furnishing all labor, tools, materials, equipment, supervision and incidentals required to grout and seal any active areas, including lateral connections, mainline pipe joints, manhole termination seal and manhole benchwork, as described in Section 01020, and in detailed in Sections 02700 & 02525, the following unit price per lateral of:

Item	Description	Unit	Quantity	Unit Price EA Written	Unit Price EA Figures	Total Price Figures
3A	Lateral Grouting Mainline Pipe	EA	25	Five Hundred Dollars and Zero Cents	\$ 500.00	\$ 12,500.00
3B	Joint Grouting Lateral Connection	EA	10	Three Hundred Dollars and Zero Cents	\$ 300.00	\$ 3,000.00
3C	Liner Manhole Termination	EA	10	Three Thousand Five Hundred Dollars and Zero Cents	\$ 3,500.00	\$ 35,000.00
3D	Seals Manhole Benchwork	EA	10	Two Hundred Fifty Dollars and Zero Cents	\$ 250.00	\$ 2,500.00
3E	Modifications	EA	10	One Thousand Two Hundred Fifty Dollars and Zero Cents	\$ 1,250.00	\$ 12,500.00

*Total for Bid Item No. 3 (Written) **Sixty Five Thousand Five Hundred Dollars and Zero Cents**

Dollars \$ **65,500.00**

Bid Item No. 4 – Cured-in-Place Spot Repair (Short Liner)

For furnishing all labor, tools, materials, equipment, supervision and incidentals required to install a Cured-in-Place spot repair up to 10 LF on existing sanitary or storm sewer including all work as described in Section 01020 and as detailed in Section 02525, the following unit price per each of:

Item	Size Dia.	Unit	Quantity	Unit Price EA Written	Unit Price EA Figures	Total Price Figures
4A	8-inch	EA	6	Two Thousand Two Hundred Dollars and Zero Cents	\$ 2,200.00	\$ 13,200.00
4B	10-inch	EA	4	Two Thousand Four Hundred Dollars and Zero Cents	\$ 2,400.00	\$ 9,600.00
4C	12-inch	EA	3	Three Thousand Two Hundred Dollars and Zero Cents	\$ 3,200.00	\$ 9,600.00
4D	15-inch	EA	2	Four Thousand Dollars and Zero Cents	\$ 4,000.00	\$ 8,000.00
4E	18-inch	EA	1	Four Thousand Five Hundred Dollars and Zero Cents	\$ 4,500.00	\$ 4,500.00
4F	21-inch	EA	1	Six Thousand Dollars and Zero Cents	\$ 6,000.00	\$ 6,000.00
4G	24-inch	EA	1	Six Thousand Five Hundred Dollars and Zero Cents	\$ 6,500.00	\$ 6,500.00

*Total for Bid Item No. 4 (Written) **Fifty Seven Thousand Four Hundred Dollars and Zero Cents**

Dollars \$ **57,400.00**

Bid Item No. 5 – Clean and Televising Existing Sewer

For furnishing all labor, tools, materials, equipment, supervision and incidentals required to fully clean and televise existing gravity sanitary and storm sewer as detailed on Work Orders and including all work as described in Section 01020, and Section 02510 and 02520. The unit price per linear foot:

Item	Size Dia.	Unit	Quantity	Unit Price LF Written	Unit Price LF Figures	Total Price Figures
5A	8 to 12-inch	LF	1,200	Three Dollars and Eighty Cents	\$ 3.80	\$ 4,560.00
5B	over 12 to 24-inch	LF	1,200	Four Dollars and Zero Cents	\$ 4.00	\$ 4,800.00
*Total for Bid Item No. 5 (Written)				Nine Thousand Three Hundred Sixty Dollars and Zero Cents		
					Dollars \$ 9,360.00	

Note: This Bid Item is not an addition to the Bid Item No. 1 for sewers issued to be lined. This Bid Item is for work requested on sewers not to be lined or as a means for payment for sewers determined to not be suitable for lining upon initial investigation by Contractor and subsequently removed from the lining list.

Bid Item No. 6 – Open Cut Spot Repair of Existing Sewer

For furnishing all labor, tools, materials, equipment, supervision and incidentals required to replace existing sanitary or storm pipe sewer as detailed on Work Orders and including all work as described in Section 01020, and in detailed in Section 02380, the following unit prices per linear foot of:

Item	Description	Unit	Quantity	Unit Price EA/LF Written	Unit Price EA/LF Figures	Total Price Figures
6A	Mobilization and Incidentals	EA	10	Two Hundred Fifty Dollars and Zero Cents	\$ 250.00	\$ 2,500.00
6B	8"-12" Dia. Sewer Repair (0' to 8' depth)	LF	30	Three Hundred Dollars and Zero Cents	\$ 300.00	\$ 9,000.00
6C	8"-12" Dia. Sewer Repair (8.01' to 12' depth)	LF	30	Three Hundred Fifty Dollars and Zero Cents	\$ 350.00	\$ 10,500.00
6D	8"-12" Dia. Sewer Repair (12.01' to 16' depth)	LF	20	Four Hundred Twenty Dollars and Zero Cents	\$ 420.00	\$ 8,400.00
6E	8"-12" Dia. Sewer Repair (16.01' to 20' depth)	LF	20	Eight Hundred Dollars and Zero Cents	\$ 800.00	\$ 16,000.00
6F	15"-24" Dia. Sewer Repair (0' to 8' depth)	LF	10	Three Hundred Fifty Dollars and Zero Cents	\$ 350.00	\$ 3,500.00
6G	15"-24" Dia. Sewer Repair (8.01' to 12' depth)	LF	10	Four Hundred Dollars and Zero Cents	\$ 400.00	\$ 4,000.00
6H	15"-24" Dia. Sewer Repair (12.01' to 16' depth)	LF	10	Five Hundred Dollars and Zero Cents	\$ 500.00	\$ 5,000.00
6I	15"-24" Dia. Sewer Repair (16.01' to 20' depth)	LF	10	Eight Hundred Fifty Dollars and Zero Cents	\$ 850.00	\$ 8,500.00
6J	Lateral Replacement Outside of Trench	LF	20	One Hundred Dollars and Zero Cents	\$ 100.00	\$ 2,000.00

*Total for Bid Item No. 6 (Written) **Sixty Nine Thousand Four Hundred Dollars and Zero Cents**

Dollars \$ **69,400.00**

Bid Item No. 7 – Surface Restoration

For furnishing all labor, tools, materials, equipment, supervision and incidentals required for surface restoration after completing open cut spot repair, as described in Section 01020, and in detailed in Section 02380, the following unit prices:

Item	Description	Unit	Quantity	Unit Price SF/LF Written	Unit Price SF/LF Figures	Total Price Figures
	Pavement					
7A	Top Course	SF	300	Six Dollars and Zero Cents	\$ 6.00	\$ 1,800.00
	Pavement					
7B	Binder Course	SF	300	Nine Dollars and Zero Cents	\$ 9.00	\$ 2,700.00
	Concrete Base					
7C	Restoration	SF	30	Thirty Six Dollars and Zero Cents	\$ 36.00	\$ 1,080.00
	Concrete Sidewalk/ Driveway Restoration	SF	60	Thirteen Dollars and Zero Cents	\$ 13.00	\$ 780.00
	Asphalt Driveway Restoration	SF	60	Fourteen Dollars and Zero Cents	\$ 14.00	\$ 840.00
	Reset Existing Brick/Stone	SF	30	Ten Dollars and Zero Cents	\$ 10.00	\$ 300.00
7G	Turf Restoration	SF	300	Three Dollars and Twenty Cents	\$ 3.20	\$ 960.00
	Concrete/ Stone Curbing Restoration	LF	10	Forty Five Dollars and Zero Cents	\$ 45.00	\$ 450.00
7I	Concrete Gutter Restoration	LF	10	Forty Five Dollars and Zero Cents	\$ 45.00	\$ 450.00

*Total for Bid Item No. 7 (Written) **Nine Thousand Three Hundred Sixty Dollars and Zero Cents**

Dollars \$ **9,360.00**

Bid Item No. 8 – Contingent Items

The following stipulated allowance shall be included in each and every bid and is to be utilized in paying for unspecified additional work:

For furnishing all labor, tools, materials, equipment, supervision and incidentals required to perform unspecified additional work, as described in Section 01020, the following allowance has been established:

*Total for Bid Item No. 8 (Written) Five Thousand Dollars
Dollars \$ 5,000.00

TOTAL AMOUNT OF BID/BASIS OF AWARD

Sum of totals for Bid Item Nos. 1, 2, 3, 4, 5, 6, 7, 8 inclusive (Written)

Two Million Thirty Nine Thousand Twenty Dollars and Zero Cents Dollars \$ **2,039,020.00**

Note: In case of a discrepancy between the unit or lump sum prices written in words and in figures, the unit or lump sum prices written in words shall govern. In case of a discrepancy between unit prices bid and extended totals, the unit prices will govern.



COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

TO: ALL BIDDERS

FROM: James D. Kucewicz, Buyer
Erie County Division of Purchase

DATE: November 7, 2022

SUBJECT: ADDENDUM NO. 1 Erie County Bid #222253-002
Cured-In-Place Pipe Lining

The attention of all bidders is directed to the changes on the attached sheets for the above bid:

All bidders must incorporate Addendum No. 1 including all attachments when submitting bids for this contract.

VERIFICATION OF RECEIPT OF ADDENDUM

PLEASE SIGN BELOW AND FAX BACK TO 716-858-6465

Dina R. Lehigh
SIGNATURE

UNITED SURVEY, INC.
COMPANY NAME

**Erie County Division of Sewerage Management
Erie County Sewer District No. 1, 2, 3, 4, 5, 6, 8
Cured-in-Place Pipe Lining Term Construction Contract - 2022
Contract No. 95**

ADDENDUM No. 1

Items Included:

- Pre-Bid Meeting Minutes 5 pages
- Pre-Bid Meeting Handout – EEO Quick Reference Guide 2 pages
- Additional Comments and/or Questions Received 1 pages
- Sample Work Order 4 pages

**Erie County Division of Sewerage Management
Erie County Sewer District No. 1, 2, 3, 4, 5, 6, 8
Cured-in-Place Pipe Lining Term Construction Contract - 2022
Contract No. 95**

PRE-BID MEETING MINUTES

November 2, 2022 @ 10:00 AM
95 Franklin Street, Room 1004, Buffalo NY 14202

1. Introduction

- Nadine Wetzell opened the meeting by introducing the project. The minutes of this meeting will be made part of the Contract Documents.

2. Proposal Requirements

- Sealed proposals will be received and publicly opened on **Wednesday, November 16, 2022 at 10:00 AM at 95 Franklin Street, Room 1254**, Buffalo, NY, 14202 (Rath Building, Division of Purchase).
- All questions must be submitted in writing to James Kucewicz (james.kucewicz@erie.gov) **before 4:00 PM on November 9, 2022.**
- Refer to page 2 of the bid package – it gives instructions on what needs to be printed, completed, and submitted in the sealed proposal. The entire contract book does NOT need to be submitted.

3. Scope of Work/General Comments

- The work includes cured-in-place pipe (CIPP) lining and associated/appurtenant services for existing sanitary and storm sewers (8" to 24" diameter).
- The contract will be in effect for a term of two (2) years (2023-2025).
- Quantities provided in the Proposal section are only for the purpose of determining a low bidder. Actual quantities assigned will vary.
- Work will be conducted on an assigned Work Order basis. Work Orders will be issued at the discretion of the Owner based on the criteria covered in Specification Section 01010, 1.03. The work order duration and minimum dollar amount based on bid unit prices were discussed. Each Work Order will include maps and list with a description of the location, size, and estimated length of sewers to be lined.
- Erie County reserves the right to award to more than one bidder.
- The Contract Documents consist of the Specification Book. Refer to the Table of Contents for all items included in the Specifications. Bidders shall review and complete all Exhibits.
- Bidders shall prepare their bids based on their own assumptions about mobilization of materials and equipment. There will be no correction or adjustments to account for different locations within the County. The service area for this work is Erie County Sewer Districts No. 1, 2, 3, 4, 5, 6 and 8. A map of the service area is available at: <https://www3.erie.gov/dsm/featured/district-map>

- All work will be located within existing highway right of ways or easements. The majority of the work will be accessible from roads but easement and backlot work may be issued.

4. Safety & Confined Space Program

- Erie County Division of Sewerage Management requires all contractors to adhere to their company's confined space and health and safety plans while working on County property or facilities.
- Bidders must submit a completed Confined Space Program Certification with their proposal.
- Bidders must submit certifications of OSHA 10 Safety Training.
- Bidders are recommended to review the results of the Trenchless Technology Center's January 2020 study on emissions from steam-cured CIPP.

5. Labor and Progress Payments

- These are NYS prevailing wage jobs. Refer to Exhibit "PW". The project PRC# is **2022011089**.
- 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 their crew and any subcontractors.
- Progress payments are made once a month.

6. Local Law No. 2, The Erie County Lowest Responsible Bidder Law

- All bidders shall complete and submit the Responsibility Questionnaire – New York Vendor Responsibility Questionnaire For-Profit Construction (CCA-2).
- The is a ten-page document and is included in the Proposal section. The questionnaire must be signed by a principal of the bidder.
- Bidders who have performed work with NYS may have previously filled out this form before.
- Failure to submit the Responsibility Questionnaire with the bid documents shall render the bid non-responsive and the bid shall not be considered.
- A print-out from the website can be provided in lieu of a handwritten copy, however, bidders are cautioned to review the print-out before submitting to be sure the form is legible and complete.

7. Workforce Requirements and Goals (refer to handout enclosed):

The following workforce goals & requirements are anticipated to apply to Contract No. 95:

- Minority and Women's Business Enterprise Utilization Goals: This contract will be subject to 10% MBE and 2% WBE subcontractor participation, unless the contractor is issued a waiver by the County EEO office. M/WBE utilization plan must be submitted to, and approved by, the County EEO office before a Notice to Proceed can be issued. 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/eo/>)

- New York State Certified Worker Training "Apprenticeship" Program
 - Bidders shall attach their current certification of the Worker Training Program by the Department of Labor that will be utilized on this contract, a written plan that demonstrates how apprentices will be utilized, and a written affirmation of the Bidder's commitment towards the 10% goal for workforce utilization.
 - Contractor will be required to submit an Apprenticeship Utilization Certification upon completion of work.
- Minority and Women Workforce Goals: AIB-1 through AIB-4 explains goals of 13.2% minority manpower and 6.9% women in construction. Jessica Poleon from the Erie County EEO Office stated that the workforce goals are based on hours on certified payrolls (workers onsite, not office staff).
- Executive Order #18- Local and Disadvantaged Worker Requirements
 - **This project in its entirety has been granted a specialized work exemption from the requirements of Executive Order #18.** The successful bidder will not need to meet the requirements of Executive Order #18 for this project. **Thus, Executive Order #18 requirements have not been included in the Instruction to Bidders or Contract Documents.**
- LCP Tracker: Compliance with the workforce goals and requirements is monitored through the LCP Tracker Program, a web-based system for electronic payroll submittals.
 - Training on this program is available for any Contractor that requires training. Contact the County EEO Office for information.
 - Each Contractor and Subcontractor will be given a Log On identification and password to access the LCPtracker system. Use of the LCPtracker will be a requirement and 'flow down' to every lower-tier subcontractor and vendor required to provide labor compliance documentation for this project.
 - County of Erie holds the licensing agreement with LCPtracker and the use of their system will be free and be offered at no expense to our contractors and subcontractors.
 - Use of the system will involve data entry of weekly payroll information including: employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. LCPtracker's software can interface with many payroll and accounting software programs that are capable of generating an excel file for upload.

8. Specific Comments

- It shall be the Contractor's responsibility to locate all live service connections within the sewer to be lined and re-instate/re-connect these connections. If the Contractor fails to reconnect any live service connections, the cost of damages resulting from this failure shall be borne entirely by the Contractor. Services will **not** be marked out by County personnel.

- A sample work order will be included in Addendum No.1. This sample work order is not finalized and is not guaranteed to be issued under this contract. It is intended to be a representation of the typical information provided in a work order and a general approximation of the scope and content of a typical work order intended to be issued under this contract.
- Bidders are advised to review Spec Section 2510, 3.02, The Contractor shall be responsible to secure their own arrangements for waste hauling and disposal.
- See Specification Section 02510, 3.03 H., 3 (page 2-38), for video file naming and identification. Videos must be submitted in this format to be accepted by the Owner, and this will be enforced.

9. NYS Department of Labor Comments

Matthew Stern of the NYS Department of Labor was present at the meeting and provided additional comments and clarifications. Mr. Stern advised that the proper classifications to be used on this project are: Operating Engineers Heavy Highway Class A and Laborer Heavy Highway/Sewer. A meeting attendee questioned what the correct classification would be for a worker who primarily performs laborer duties but also operates valves or observes gauges on the boiler truck, or operates valves at the discharge end of the lining setup, for example. Workers who operate boiler trucks, flusher trucks, and CCTV camera trucks are considered operators. If incorrect classifications are submitted on certified payroll, they will get flagged by the LCPTracker software and correction will be required before payments are made by the Owner.

10. Questions

Question: What is the plan for lateral grouting or lateral connection liners?

Answer: Grouting or lateral connection liners will not be required for every lateral connection. This work will only be as directed and approved for payment by the Engineer under the respective Bid Items.

Question: Who will perform the spot repairs? About how many open cut spot repairs are anticipated prior to lining?

Answer: Erie County pre-televises and evaluates the majority of sewers before they are issued on the lining list, so it is not anticipated that a large percentage of the sewers issued will require repair. If the Contractor recommends open cut excavation spot repair prior to lining, Erie County will review and pre-video and make a determination if the repair will be made by Erie County (or assigned to an Erie County subcontractor), removed from the lining work order (and thus Bid Item No. 5 - Clean and Televises Existing Sewer will be compensated for televising work performed on this line), or work will be assigned to the Contractor under Bid Item No. 6 - Open Cut Spot Repair or Existing Sewer.

Question: If resin costs escalate, will there be adjustments made to bid pricing to compensate for this? Or do the bid prices hold for the entire term?

Answer: There is no mechanism in the contract for price escalations on materials. The bid prices will be held for the entire contract term.

Meeting concluded at 10:40 AM.

Respectfully submitted,



Nadine Wetzel, P.E.
Sanitary Engineer

Encl.

County of Erie Construction Project Goals for Contractors – Quick Reference Guide

Cc: S. Canestrari/D.Hojnacki/W.Strzeszynski/C.Baldwin/M.Pinto
G. Pecak/A. Coughlin/File 0.3.3.95

County of Erie Construction Project Goals for Contractors Quick Reference Guide

This quick reference guide will provide you with the County of Erie's [and New York State's] goals/requirements related to using Minority-Owned and Women-Owned Business Enterprises ("MBE;" "WBE"); Apprentices, local laborers, etc. We encourage you to use this guide for quick reference; however, the laws referenced herein are available on the County website (www.erie.gov).

If you have any questions or concerns, please reach out to the County Department that put out the bid; the Project Manager assigned to the construction project, or the Division of Equal Employment Opportunity.

For All County Construction Contracts:

- Minority and Women Workforce Requirement
County of Erie Affirmative Action Plan for Equal Employment Opportunity
 - Minority Workforce Goal: 10.6%-13.2% of total hours worked by all employees
 - Women Workforce Goal: 6.9% of total hours worked by all employees

For All County Construction Projects Greater Than \$100,000:

- Local Law No. 6 (1987) provides the MBE and WBE goals:
 - Award, at least, ten (10%) percent of total dollar value of the contract to MBE(s)
 - Award, at least, two (2%) percent of total dollar value of the contract to WBE(s)
- With the bid, the Contractor shall submit a list of all the MBEs/WBEs (1) from whom the contractor has solicited bids; (2) with whom the contractor has signed a contractual agreement; or (3) presently negotiating an agreement.
- Within 15 business days of bid opening, Contractors must provide letters of intent signed by the Contractor and the MBEs/WBEs in which the Contractor seeks to subcontract to complete work.
- Contractor to provide Utilization Reports throughout the project:
 - Part A is required at the beginning of the Project
 - Part B is required when 30% of the Project is complete.
 - Part C is required when 75% of the Project is complete.
 - Part D, or final utilization report, is required when the Project is complete.

For All County Construction Projects Greater Than \$250,000:

- Local Law No. 3 (2018) requires a "minimum of ten (10%)" of total construction workers to be "persons participating in a NYS Certified Worker Training ("Apprenticeship") Program."
- The Program must (1) be "specific to the type and scope of work which is being performed," and (2) have a "graduation rate of at least thirty (30%) percent."
- Contractors are required to "work toward a minority workforce goal of 30% minority and female participation combined in project personnel." (Trades people, trainees, journeymen, apprentices, and supervisory staff).

County of Erie's Division of Equal Employment Opportunity

- Erie County Executive Order #18
 - Requires Contractor use "no less than three [(3)] construction workers."
 - "Work hours performed by individuals residing outside of [NYS] will not be included in the requirements."
 - 100% of the hours performed by NYS residents shall be worked by residents of the Local Labor Area (Erie, Niagara, Chautauqua, Cattaraugus, Alleghany, Wyoming, Genesee, and Orleans).
 - "70% of total work hours performed by residents of [NYS]" must be worked by residents of Erie County.
 - 30% of "total work hours performed by residents of [NYS]" will be worked by residents of Erie County who reside in zip codes with a poverty rate of 20% or higher and/or, in any ratio, disadvantaged workers who reside in Erie County."
 - Disadvantaged Worker is/has:
 - "a resident who has a household income below 50% of the Area Median Income; or"
 - "been released from prison within the last [ten (10)] years; or"
 - "participates in the [TANF] program; or"
 - "participates in the [SNAP]; or"
 - "been unemployed for at least [twelve (12)] consecutive months."

New York State Contract Goals/Requirements (N.Y. Executive Law, Article 15-A)

New York State's Minority and Women's Workforce goals, and the M/WBE Utilization goals will replace the County's goals on all State funded construction projects.

Contracts greater than \$250,000 are still subject to the County's Apprenticeship and Executive Order No. 18 requirements

- Minority and Women Workforce Requirement
 - Minority Workforce Goal: 7.7% of total hours worked by all employees
 - Women Workforce Goal: 6.9% of total hours worked by all employees

For All State Construction Projects Greater Than \$100,000:

- Award, at least, thirty (30%) percent of total dollar value of the contract to M/WBE(s)
 - 15%/15% to MBE/WBE ratio is preferred, but not required. You can make up the 30% in any allocation between MBEs and WBEs.
- Contractor to provide Utilization Reports throughout the project:
 - Part A is required at the beginning of the Project
 - Part B is required when 30% of the Project is complete.
 - Part C is required when 75% of the Project is complete.
 - Part D, or final utilization report, is required when the Project is complete.

**Erie County Division of Sewerage Management
Erie County Sewer District No. 1, 2, 3, 4, 5, 6, 8
Cured-in-Place Pipe Lining Term Construction Contract - 2022
Contract No. 95**

Additional Comments and/or Questions Received

1. **Question:** How does one find or see the plan holders list for this project?
Answer: Planholder lists will not be distributed prior to bid opening.
2. **Question:** Could you confirm for me that the pre-bid meeting on November 2 is not mandatory to qualify bidders?
Answer: Attendance at the pre-bid meeting is NOT mandatory.
3. **Question:** Is the Mainline CIPP lining UV only? (with steam only used for laterals?)
Answer: There are specifications for both flexible resin impregnated polyester fiber felt liners and ultraviolet light cured fiberglass liners included in the Specifications. Either product is acceptable.
4. **Question:** I noticed bid item 3C for lateral connection liners. I assume this is a token item to be used or not used when needed. However, can the pricing be segregated into differing mainline diameters? For example, Lateral Connection Liners in 8-10" dia mains, the 12-15" dia mains then 18-24" dia mains
Answer: This bid item will only be used where directed and approved for payment by the Engineer. Refer to Section 01020, Part III, 3.01 B. (page 1-6), bid price shall be based on furnishing lateral connection liners for 8-inch and 10-inch diameter mainlines. Lateral connection liners for larger diameters is not anticipated under this contract.
5. **Revision:** In Section 02520, Part III, 3.05H.a., (page 2-62) – the reference ASTM F2019, Section 7.1.3.1 shall be removed and replaced with ASTM F2019, 7.1.2.1.
6. **Question:** I would like to formally request for the Plan Holders List / Pre-bid sign in sheet for this project.
Answer: See answer to Question 1 on this page.

End of Addendum No. 1

CONTRACT NO. 95
ADDENDUM NO. 1

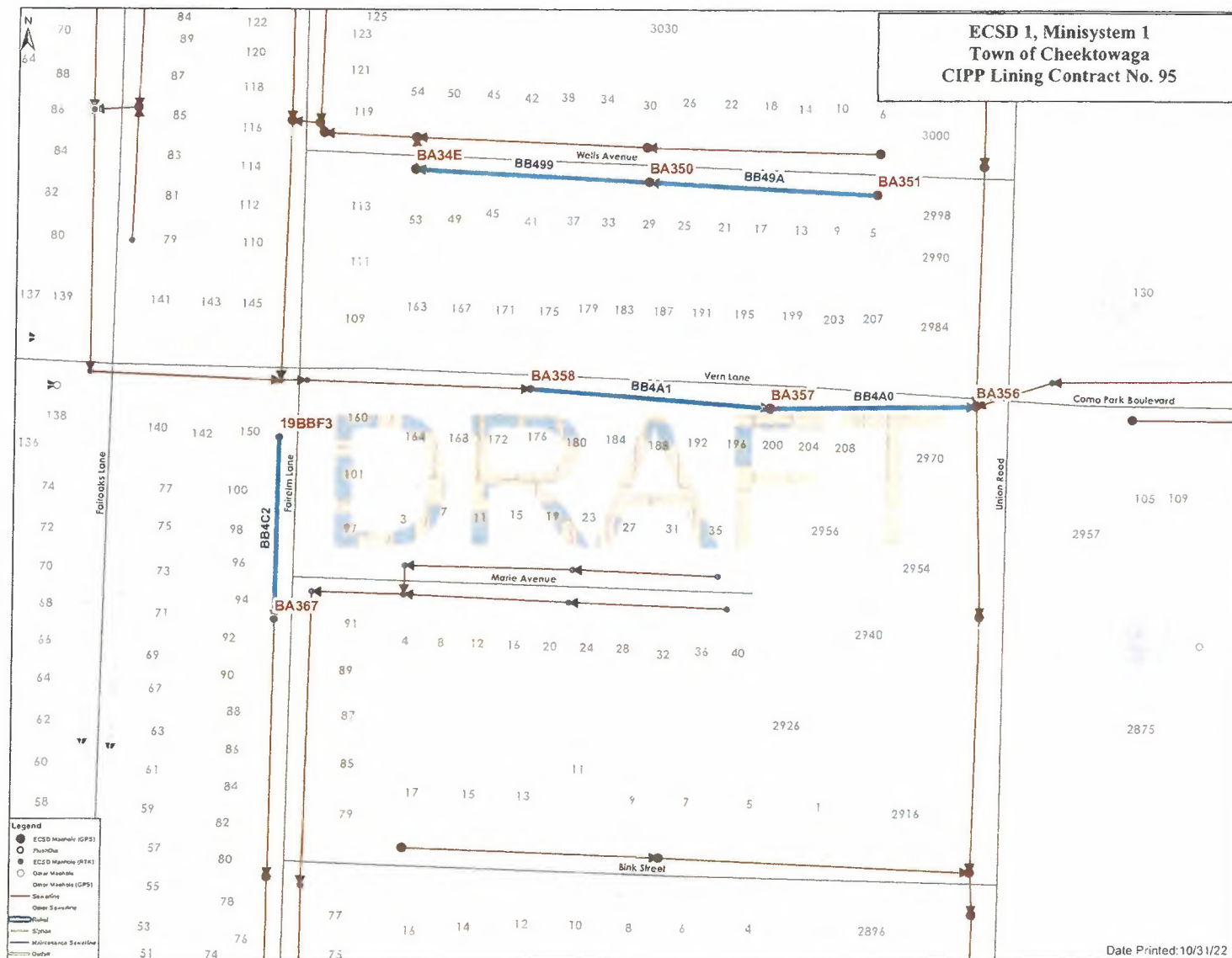
Erie County Division of Sewerage Management
2023 Cured in Place Pipe (CIPP) Lining 8" to 24"
Contract 95 - SAMPLE WORK ORDER (NOT FINALIZED OR GUARANTEED TO BE ISSUED)

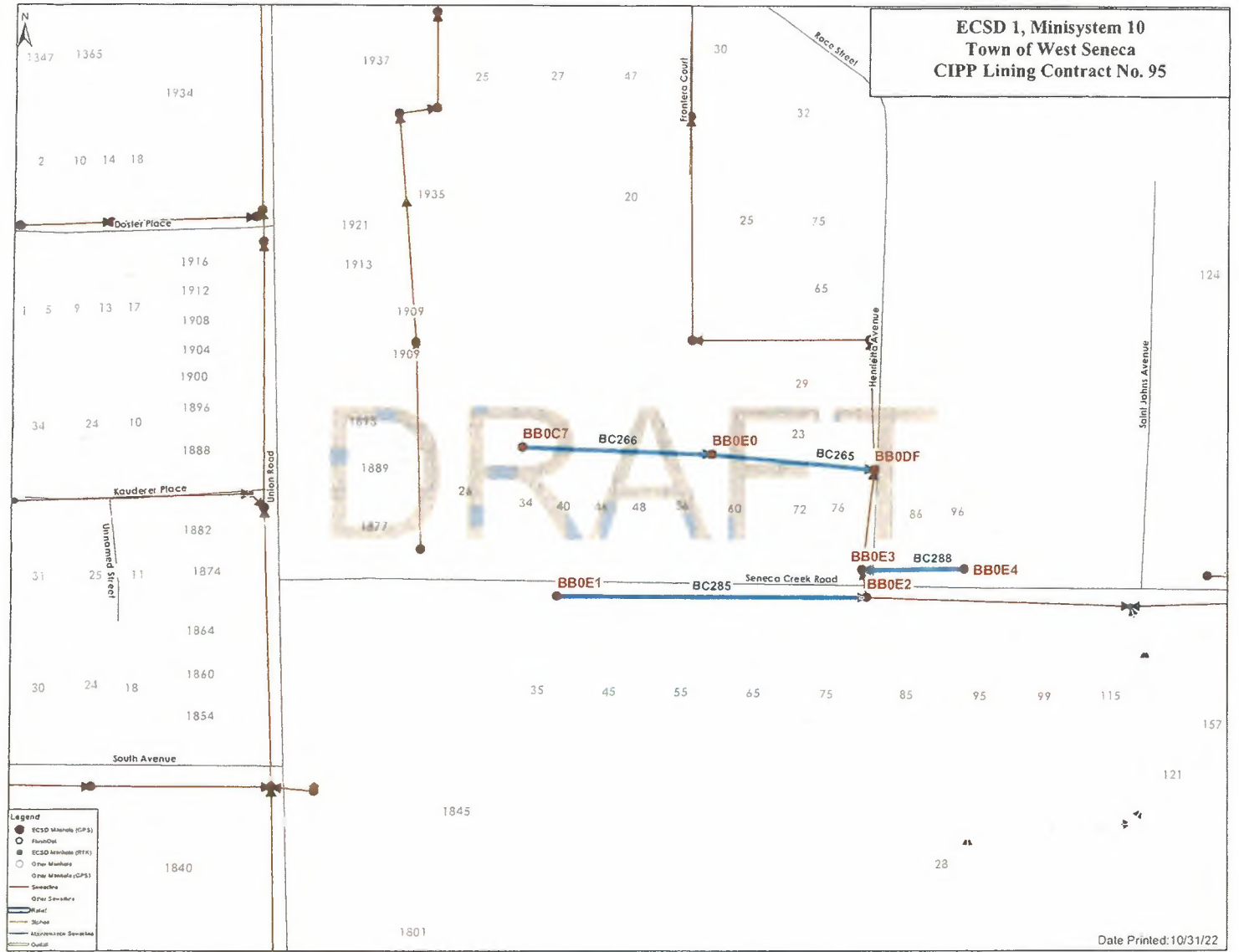
Sewer District	Mini-system	Street	Municipality	Sewerline Handle	Upstream Manhole	Downstream Manhole	Pipe Type	Pipe Size	# of Connections	Estimated Depth (ft)	Estimated Footage (RTK in red)
1	1	Vern Lane	Cheektowaga (T)	884A0	BA356	BA357	VTP	15	8	13-14	320
1	1	Vern Lane	Cheektowaga (T)	884A1	BA357	BA358	VTP	15	12	13	333
1	1	Fairview Lane	Cheektowaga (T)	884C2	1988F3	BA367	VTP	8	8	5	251
1	1	Wells Ave	Cheektowaga (T)	88499	BA350	BA34E	VTP	8	6	5	323
1	1	Wells Ave	Cheektowaga (T)	8849A	BA351	BA350	VTP	8	6	5	317
1	10	Seneca Creek Road	West Seneca (T)	8C2B5	8B0E1	8B0E2	VTP	8	5	8-14	431
1	10	Seneca Creek Road	West Seneca (T)	8C2B8	8B0E4	8B0E3	VTP	8	2	6-14	143
1	10	Seneca Creek Road	West Seneca (T)	8C266	8B0C7	8B0E0	VTP	8	5	4	163
1	10	Seneca Creek Road	West Seneca (T)	8C265	8B0E0	8B0D9	VTP	8	3	4-8	227
1	5	Le Havre Dr	Cheektowaga (T)	88CA8	8AC99	8AC9C	ACP	8	1	9	55
1	5	Le Havre Dr	Cheektowaga (T)	88CAA	8AC9C	8ABA7	ACP	8	4	8	234
1	5	Barbados Dr	Cheektowaga (T)	88CB9	8ABA0	8ABA4	ACP	8	7	4-8	384
1	5	Barbados Dr	Cheektowaga (T)	88CB6	8ABA7	8ABA7	ACP	8	5	8	444
1	5	Barbados Dr	Cheektowaga (T)	88CB5	8ABA8	8ABA8	ACP	8	5	5-8	379
1	5	Barbados Dr	Cheektowaga (T)	88CB4	8ABA8	8AB6F	ACP	8	5	7-8	372
1	5	Barbados Dr	Cheektowaga (T)	88D9E	8ACA1	8ACA4	VTP	8	5	4-7	301
1	5	Barbados Dr	Cheektowaga (T)	88E26	8ACE5	8ACA4	VTP	8	7	7-8	401
1	5	Barbados Dr	Cheektowaga (T)	88D90	8ACA4	8ACA3	VTP	8	0	7	57
1	5	Barbados Dr	Cheektowaga (T)	88E24	8ACE4	8ACE3	VTP	8	6	Field Verify	397
1	5	Barbados Dr	Cheektowaga (T)	88D9C	8ACA3	8ACA2	VTP	8	3	7-8	297
1	5	Barbados Dr	Cheektowaga (T)	88E27	8ACE5	8ACE7	VTP	8	3	7-8	350
1	5	Barbados Dr	Cheektowaga (T)	88E25	8ACE4	8ACE6	VTP	8	4	7-8	353
1	5	Martiniou Dr	Cheektowaga (T)	88E2D	8ACA6	8AC8F	VTP	8	4	6-7	378
1	5	Martiniou Dr	Cheektowaga (T)	88E2E	8AC8F	8ACEE	ACP	8	6	Field Verify	374
1	5	Martiniou Dr	Cheektowaga (T)	88E2F	8ACEE	8ACE8	VTP	8	5	7	376
1	5	Martiniou Dr	Cheektowaga (T)	88E2A	8ACA5	8AC8E	VTP	8	7	6-9	393
1	5	Martiniou Dr	Cheektowaga (T)	88E2B	8AC8E	8ACED	VTP	8	5	6-8	361
1	5	Martiniou Dr	Cheektowaga (T)	88E2C	8ACED	8ACEA	VTP	8	4	7-8	365
1	5	Denise Dr	Cheektowaga (T)	88DC9	8AC93	8AC0C	VTP	8	5	7-8	329
1	5	Denise Dr	Cheektowaga (T)	88DC8	8AC0C	8AB0F	VTP	8	6	7-8	307
1	5	Denise Dr	Cheektowaga (T)	88DC7	8AB0F	8AB0E	VTP	8	1	8	53
1	5	Denise Dr	Cheektowaga (T)	88DC6	8AC0A	8AC09	VTP	8	5	8	338
1	5	Denise Dr	Cheektowaga (T)	88DC5	8AC09	8AB0E	VTP	8	4	8	313
1	5	Denise Dr	Cheektowaga (T)	88DC4	8AB0E	8ABE1	VTP	8	5	7-8	266
1	5	Denise Dr	Cheektowaga (T)	88DC3	8ABE0	8ABE1	VTP	8	5	6-7	279
1	5	Denise Dr	Cheektowaga (T)	88DC2	8ABE1	8ABE2	VTP	8	4	6-6	279
1	5	Denise Dr	Cheektowaga (T)	88DC1	8ABE2	8ABE3	VTP	8	4	Field Verify	271
1	5	Denise Dr	Cheektowaga (T)	88DC0	8AB0A	8B039	VTP	8	0	5-6	51
1	5	Denise Dr	Cheektowaga (T)	88DC0	8B039	8B038	VTP	8	4	6-7	306
1	5	Denise Dr	Cheektowaga (T)	88DC8	8B03E	8ABFF	VTP	8	3	7	296
1	5	Denise Dr	Cheektowaga (T)	88DCA	8ABFF	8B415	VTP	8	2	7	213
1	5	Janine Ct	Cheektowaga (T)	88DD0	8AC07	8AC08	VTP	8	2	6	55
1	5	Janine Ct	Cheektowaga (T)	88DD0	8AC09	8AC08	VTP	8	1	6	45
1	5	Janine Ct	Cheektowaga (T)	88DD0	8AC0A	8AC09	VTP	8	5	6	308
1	5	Janine Ct	Cheektowaga (T)	88DD0	8AC0A	8B038	VTP	8	4	6	259
1	5	Janine Ct	Cheektowaga (T)	88DD1	8AC07	8AC04	VTP	8	4	Field Verify	280
1	5	Janine Ct	Cheektowaga (T)	88DD2	8AC04	8AC02	VTP	8	3	6	198
1	5	Janine Ct	Cheektowaga (T)	88DD0	8AC06	8AC05	VTP	8	4	8	199
1	5	Janine Ct	Cheektowaga (T)	88DD7	8AC05	8AC03	VTP	8	3	8	201
1	5	Janine Ct	Cheektowaga (T)	88DD6	8AC03	8AC02	VTP	8	0	8	57
1	5	Janine Ct	Cheektowaga (T)	88DD3	8AC02	8AC01	VTP	8	1	8	62
1	5	Janine Ct	Cheektowaga (T)	88DD4	8AC01	8AC00	VTP	8	2	8	77
1	5	Janine Ct	Cheektowaga (T)	88DD5	8AC00	8ABFF	VTP	8	2	6-7	176
1	5	North Seine Dr	Cheektowaga (T)	88D9F	8AB86	8ABCA	VTP	8	6	8	333
1	5	North Seine Dr	Cheektowaga (T)	88DA0	8ABCA	8ABCA	VTP	8	3	8-10	152
1	5	North Seine Dr	Cheektowaga (T)	88DA1	8AB86	8AB86	VTP	8	3	10	142
1	5	North Seine Dr	Cheektowaga (T)	88D0C	8AC93	8AC90	VTP	8	6	7	343
1	5	North Seine Dr	Cheektowaga (T)	88D0B	8AC90	8ABF6	VTP	8	5	7	344
1	5	North Seine Dr	Cheektowaga (T)	88D0A	8ABF6	8ABF8	VTP	8	5	7	343
1	5	North Seine Dr	Cheektowaga (T)	88D8D	8ABF8	8ABE9	VTP	8	0	7-8	64
1	5	North Seine Dr	Cheektowaga (T)	88D8A	8ABE9	8ABEA	VTP	8	0	8	223
1	5	North Seine Dr	Cheektowaga (T)	88D86	8ABEA	8ABE8	VTP	8	0	8	56
1	5	North Seine Dr	Cheektowaga (T)	88D88	8ABE8	8ABF9	VTP	8	3	8-10	304
1	5	North Seine Dr	Cheektowaga (T)	88D89	8ABF9	8ABF6	VTP	8	7	10	353
1	5	North Seine Dr	Cheektowaga (T)	88DA2	8ABF6	8ABF7	VTP	8	0	10	53
1	5	North Seine Dr	Cheektowaga (T)	88D3C	8ACCE	8ACE8	VTP	8	2	7	113
1	5	North Seine Dr	Cheektowaga (T)	88D30	8ACE8	8ACEA	VTP	8	1	7	54
1	5	North Seine Dr	Cheektowaga (T)	88D3E	8ACEA	8ACE7	VTP	8	4	7	238
1	5	North Seine Dr	Cheektowaga (T)	88D3F	8ACE7	8ACE6	VTP	8	1	7	52
1	5	North Seine Dr	Cheektowaga (T)	88D40	8AC16	8AC8F	VTP	8	2	7-8	139
1	5	North Seine Dr	Cheektowaga (T)	88D41	8AC8F	8AC90	VTP	8	6	8-9	302
1	5	North Seine Dr	Cheektowaga (T)	88D42	8AC90	8B038	VTP	8	5	8	124
1	5	North Seine Dr	Cheektowaga (T)	88D43	8B038	8ABFC	VTP	8	5	9	314
1	5	North Seine Dr	Cheektowaga (T)	88D44	8ABFC	8ABF8	VTP	8	5	9	314
1	5	North Seine Dr	Cheektowaga (T)	88D45	8ABF8	8ABFA	VTP	8	5	9	350
1	5	North Seine Dr	Cheektowaga (T)	88D46	8ABFA	8ABF8	VTP	8	6	9	350
1	5	North Seine Dr	Cheektowaga (T)	88D47	8ABF8	8ABF7	VTP	8	7	9-10	359

- Notes:
- "Number of Connections" shown are approximate. Contractor to field verify.
 - The following roads are Erie County roadways and require an Erie County DPW Highway permit: Seneca Creek Road

CIPP Totals	19,716
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CIPP Totals	19,716
8"	19,073
10"	0
12"	0
15"	643





N

ECSD 1, Minisystem 5
Town of Cheektowaga
CIPP Lining Contract No. 95



- Legend**
- ECSD Manhole (GPS)
 - Manhole
 - ECSD Manhole (RTI)
 - Other Manhole
 - Other Manhole (CP)
 - 20" Proposed Lining
 - Other Structure
 - Sewer
 - Access Road Section
 - Other

Date Printed: 10/31/22



COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

TO: ALL BIDDERS

FROM: James D. Kucewicz, Buyer
Erie County Division of Purchase

DATE: November 10, 2022

SUBJECT: ADDENDUM NO. 2 Erie County Bid #222253-002
Cured-In-Place Pipe Lining

The attention of all bidders is directed to the changes on the attached sheets for the above bid:

All bidders must incorporate Addendum No. 2 including all attachments when submitting bids for this contract.

VERIFICATION OF RECEIPT OF ADDENDUM

PLEASE SIGN BELOW AND FAX BACK TO 716-858-6465

Lina R. Lehigh
SIGNATURE

UNITED SURVEY, INC.
COMPANY NAME

ADDENDUM NO. 2

**Erie County Division of Sewerage Management
Erie County Sewer District Nos. 1, 2, 3, 4, 5, 6, 8
Cured-in-Place Pipe Lining Term Construction Contract - 2022
Contract No. 95**

Additional Comments and/or Questions Received

1. **Question:** May we please obtain a copy of the unit price breakdown of bidders last time the CIPP term contract was bid.

Answer: Bid tabs must be requested formally via a FOIL request to the Division of Sewerage Management. The previous CIPP term contract is Contract 75 (Bid No. 217039-002).

2. **Question:** The Pre-Bid Meeting Minutes Pg. 4 Section 9 states "*A meeting attendee questioned what the correct classification would be for a worker who primarily performs laborer duties but also operates valves or observes gauges on the boiler truck, or operates valves at the discharge end of the lining setup, for example. Workers who operate boiler trucks, flusher trucks, and CCTV camera trucks are considered operators.*" Is the worker who operates valves at the discharge end of the lining setup considered an operator or laborer?

Answer: This question is outside of the jurisdiction of the Erie County and will need to be directed to the NYSDOL.

3. **Question:** Can the [low] bidder can pay operator only for hours an employee actually spends operating equipment and laborer rate if that employee stops operating and switches to laboring in the same shift?

Answer: This question is outside of the jurisdiction of the Erie County DSM and will need to be directed to the NYSDOL.

4. **Question:** We are a lining company do we need to fill out all bid items for a bid to be accepted? We only perform certain scopes in this bid tab.

Answer: The intent is to have open cut excavation bid items included in the contract in case repairs are recommended or required to facilitate sewer lining under this contract. The lining contractor may subcontract this work. Calculation of the low bidder will be based on summation of all bid items. If any of the bid items are left blank, the bid will be considered incomplete.

5. **Question:** Would you be willing to change the bid tab to reflect what kind of curing method you use? Example UV, Steam or Hot water? The different systems would help to put the right product for the application on a particular project.

Answer: There will not be changes to the bid items to reflect different curing methods. The bid items are based on the final installed product of cured in place pipe lining to meet the specified ASTM Standards. More than one acceptable material is included in the specifications, and the contractor may select different cure methods to accomplish installation of these materials. It is up to the bidder to determine what methods they will provide and how they base their bid.

6. **Question:** I just wanted to follow up about the pre-bid sign in sheet for the project... it has not been posted yet.

Answer: At the pre-bid meeting, it was incorrectly stated that the pre-bid meeting attendee list would be included in Addendum No.1. Per the requirements of the Erie County Division of Purchase, the pre-bid meeting attendee list will not be provided via addendum.

End of Addendum No. 2

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.

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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)

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County of Erie

DIVISION OF PURCHASE

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

FIRM NAME United Survey, Inc.

ADDRESS OF PRINCIPAL OFFICE STREET 25145 Broadway Avenue

CITY Oakwood Village

AREA CODE 440 PHONE 439-7250 STATE Ohio ZIP 44146

Check one: CORPORATION X PARTNERSHIP _____ INDIVIDUAL _____

INCORPORATED UNDER THE LAWS OF THE STATE OF Ohio

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

YES X NO _____

TRADE NAMES: N/A

ADDRESS OF LOCAL OFFICE STREET 28 Ransier Drive

CITY West Seneca

AREA CODE 716 PHONE 570-8794 STATE New York ZIP 14224

NAMES AND ADDRESSES OF PARTNERS:

N/A



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 MUNICIPAL HOUSING AUTHORITY, 300 Perry St., Buffalo, NY 14204-2299
 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 DISTRICT, District 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, 105 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 COMMUNITY COLLEGE, South Campus Business Office, 4041 Southwestern Blvd., Orchard Park, NY 14127-2199
 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, Girdle 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, Lakeview & Burke Roads, 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
 MONROE ONE BOCES, Educational Services, 41 O'Connor Rd., Fairport, NY 14450
 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 DISTRICT, 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., Sardinia, 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
 SUNY ERIE COMMUNITY COLLEGE, 6205 Main St., Williamsville, NY 14221
 SWEET HOME CENTRAL SCHOOL DISTRICT, Director 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, 100 Hinds St., Tonawanda, NY 14150-1815
 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, Fire Commissioner, 20 Pine Ridge Road, Cheektowaga, NY 14211
 WALES TOWN OF, Town Clerk, Big Tree Rd., Wales Center, NY 14169
 WEST SENECA CENTRAL SCHOOL DISTRICT, District Treasurer, 1397 Orchard Park Rd., West Seneca, NY 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 CENTRAL SCHOOL DISTRICT, District Clerk, 105 Casey Rd, PO Box 5000, East Amherst NY 14051
 WILLIAMSVILLE VILLAGE OF, 5565 Main St., Williamsville, NY 14231-1557
 WYOMING, COUNTY OF, Office of the Board of Supervisors, 143 N Main St., Warsaw, NY 14569



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

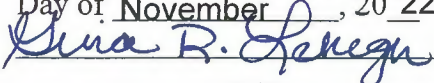
Verification

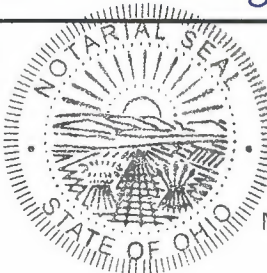
STATE OF Ohio)
COUNTY OF Cuyahoga) SS:

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) Joseph Tartabini, Jr., being duly sworn, states that he or she is the Name of Corporate Officer President, of United Survey, Inc., 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 15th
Day of November, 20 22





GINA R. LEHIGH
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Cuyahoga County
My Comm. Exp. 8/28/2023

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# 2022011089.

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 1/12/2023

Buyer Jamie K

Bid # 222253-000

Bid Title Cured-in-Place Pipe Lining Term Cons.

Comments:

EEO Sign-off  Date 3/9/23

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

BID NO.: 222253-02
BID DATE: November 16, 2022

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

COMPANY: United Survey, Inc.

AUTHORIZED REPRESENTATIVE: Joseph Tartabini, Jr.

ADDRESS: 25145 Broadway Avenue, Oakwood Village, OH 44146

TELEPHONE NUMBER: (440) 439-7250

BID NAME: ECSD No. 1, 2, 3, 4, 5, 6 & 8 Contract No. 95 Cured- In-Place Pipe Lining Term Construction Contract 2022

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. Reviewed Erie County MBE/WBE listing
2. Contacted Pavilion Drainage (MBE) for quote on felt liner material
3. Contacted U.S. Traffic Control (WBE) for pricing on traffic control needs (flagging, sign rental, traffic plans etc.)
- 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: Pavilion Drainage Supply	Supply felt liner	\$213,570.00		YES _____	Will award if we are low bidder
Address: P.O. Box 219	MBE			NO <u>X</u>	
Pavilion, NY 14215					
Telephone No. 585-584-3261					
IRS # _____					

Name: US Traffic Control, Inc.	Provide traffic control services	\$42,000.00		YES _____	Will aware if we are low bidder
Address: 100 Fire Tower Drive	WBE			NO <u>X</u>	
Tonawanda, NY 14150					
Telephone No. 716-695-9000					
IRS # _____					

MBE/WBE OWNED FIRMS

SUPPLY/SERVICE PROPOSAL	AMOUNT OF CERTIFICATION	PRIOR 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).

\$ 213,570.00

\$ 42,000.00

IV. Total Amount of Bid

\$ 2,039,020.00

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

11/15/2022

DATE

(01/09)

MBE/WBE UTILIZATION REPORT - PART B

FINAL CERTIFICATION OF EXPENDITURES TO MBEs/WBEs

(To be completed by the prime vendor and submitted to the
Erie County Division of E.E.O. when contract is complete)

Erie County reserves the right to require documentation, including,
but not limited to, cancelled checks to verify these amounts.

VENDOR: _____ BID NO. _____

MBE

TOTAL AMOUNT EXPENDED

WBE

TOTAL OF ALL MBE SUBCONTRACTS

\$ _____

TOTAL OF ALL WOMEN SUBCONTRACTS

\$ _____

AMOUNT OF CONTRACT (PRIME)

\$ _____

FINAL MBE PERCENTAGE

\$ _____

FINAL WBE PERCENTAGE

\$ _____

I _____, as an official representative of _____, do hereby
certify that the information listed above is correct and complete.

SIGNATURE

TITLE

DATE

MAIL TO: Erie County Division of E.E.O.
95 Franklin Street
6th Floor
Buffalo, NY 14202

(01/09)

WAIVER RECOMMENDATION

NO WAIVER REQUESTED
United Survey intends to meet
the required goals of
10% MBE and 2% WBE

COMPANY: United Survey, Inc.

ADDRESS: 25145 Broadway Avenue, Oakwood Village, OH 44146

TELEPHONE NUMBER: (440) 439-7250 BID NO.: 222253-02

1. Vendor has made a good faith effort to subcontract on this bid for which minority/women's business enterprises bids could be solicited; and

2. The total percentage of the bid which could be subcontracted for which minority business enterprises bids could be solicited is less than 10% for MBEs and/or 2% WBEs.

A waiver as provided for by Erie County Local Law, is hereby requested on the grounds that there are no/insufficient (circle the appropriate term) minority/women's business enterprises in the market area of this bid.


- | | |
|----------|-----------|
| 1. _____ | 6. _____ |
| 2. _____ | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

(Use additional sheets if necessary.)

If a partial waiver is granted, the Vendor will make a good faith effort to meet the reduced goal.

11/15/2022

DATE



SIGNATURE OF AUTHORIZED
COMPANY REPRESENTATIVE

Granted in Whole: _____

Granted in Part: _____

Comments:

DIRECTOR OF E.E.O.

DATE

(01/09)

NEW YORK STATE CERTIFIED APPRENTICESHIP
TRAINING PROGRAM CERTIFICATION

Pursuant to Erie County Local Law 3-2018 the following MUST be submitted along with supporting documentation unless the Contracting Agency has otherwise determined under Section 2f of the Erie County Rules and Regulations that the New York State Certified Apprenticeship Training Program does not apply.

TO BE FILLED OUT BY BIDDER: please check that which applies on sign below.

- ☒ Enclosed is a copy of the certification of approval of the New York State Certified Apprenticeship Training Program (NYSCATP) by the New York State Department of Labor which, as Bidder, will use in connection with the construction contract. Also Enclosed is a written plan demonstrating how apprentices will be utilized by the Bidder As Prime Contractor or by the Subcontractor(s) to the Bidder as Prime Contractor. Such Plan shall include at a minimum:
- i. An organized written plan in place that embodies the terms and conditions of employment, training and supervision of one or more apprentices;
 - ii. A schedule of wages to be paid to the apprentices consistent with the skills required and approved by the New York State Department of Labor;
 - iii. Equal employment and affirmative action plans;
 - iv. Workforce development and diversification goals to ensure that the contractor will diligently work toward a minority workforce goal of 30% minority and female participation combined in project personnel including trades people, trainees, journeymen, apprentices and supervisory staff;
 - v. A minimum of ten percent (10%) of the total construction workers. Trades people, trainees, journeymen, and apprentices employed at any given time on a particular project by any and all contractors or subcontractors must be consist of persons participating in a NYSCATP; and
 - vi. In all cases, such Certified Apprenticeship Training Program must be specific to the type and scope of work which is being performed and must have a graduation rate of at least thirty percent (30%) as determined by the New York State Department of Labor.
- ☐ Enclosed is a detailed explanatory written statement as to the inapplicability of Apprenticeship participation due to: the lack of career opportunities in NYSCATP Approved by New York State Department of Labor Commissioner; OR the magnitude of the construction contract which would make use of apprentices impracticable.


SIGNATURE

United Survey, Inc.
COMPANY NAME

November 15, 2022
DATE



Demonstration that 10% of the Workforce of the Prime Contractor shall consist of persons participating in the NYSCATP

United Survey, Inc. is a proud member of the New York Merit Apprenticeship Alliance, Inc. We are able to utilize this program to ensure that we as a prime contractor and or subcontractor are able to reach the 10% goal of apprentice workers participating in the NYSCATP. The Merit Apprenticeship Alliance provides us with a pool of skilled apprentices that will allow United Survey, Inc. to successfully complete our projects and meet all apprenticeship goals.



Signatory Contractor
UNITED SURVEY, INC
25145 Broadway Ave
Cuyahoga, OH 44146
Sponsor Code 51979

June 27, 2016

NYSDOL Apprenticeship Training Program Codes:

Skilled Craft Laborer: 18514, Approved Oct. 16, 2007, recertified March 26, 2014
Operating Engineer (Heavy Equipment): 18318, Approved Nov. 2, 2011,
Carpenter: 12037, Approved Nov. 2, 2011

To Whom It May Concern:

Please be advised that the above noted contractor was accepted as a signatory employer to the Empire State Merit Apprenticeship Alliance, Inc. NYS registered Skilled Construction Craft Laborer, Carpenter and Operating Engineer (heavy equipment) apprenticeship programs (ATP codes referenced above), **effective 6/27/2016**.

The Empire State Merit Apprenticeship Alliance, Inc. apprenticeship standards were reviewed, approved and registered in accordance with NYS Labor Law Article 23 and the NYS Department of Labor regulations, effective October 16, 2007 and November 2, 2011 respectively.

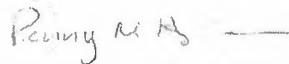
The Alliance holds all signatories to the standards of the Program Registration Agreements and requires that each signatory contractor execute a NYSDOL (Form 701) Ancillary Group Sponsor Agreement, in full compliance with NYS Labor Law, art. 23, Section 811.1, Part 601.

Alliance signatory contractors further commit that they will:

- Support the diversified training and work experience as defined in Appendix A, On the Job Training Outline, required of the apprenticeship so as to result in normal advancement of the apprentice.
- Employ craft workers at the trade so as to ensure safe and quality training at all times in full compliance with the apprentice journeymen standard ratios.
- Provide competent supervision of worksite training whereas the apprentice(s) shall be under the supervision of the journey worker(s) at all times.
- Employ the apprentice in a manner that will not conflict with our approved apprenticeship standards

The Alliance is truly committed to our mission to provide Industry leading, registered apprenticeship training programs in full compliance with state and federal regulations. Please direct any inquiries regarding the status of signatory employers to Penelope M. Hazer, President, Empire State Merit Apprenticeship Alliance, Inc. via email to: pmhazer@MeritApprenticeshipAlliance.org.

Authorized by:



Penelope M. Hazer, President

PMHazer@MeritAlliance.org
Phone: 315.440.8989

SBowman@MeritAlliance.org
Phone: 315.480.7696

109 Twin Oaks Drive, Syracuse,
13206 www.MeritAlliance.org

Provisions for Agreements

1. The Sponsor agrees that apprentices shall be hired without any direct or indirect limitation, specification or discrimination as to race, color, religion, national origin, sex, disability, marital status, age, arrest record, or veteran status.
2. If the Sponsor grants advance credit or standing for previously acquired experience or training, the Sponsor agrees to apply the same evaluation method uniformly for all apprentices.
3. The Sponsor agrees to post, in a conspicuous place, a copy of the Regulation (600. 12) dealing with the Equal Employment Opportunity complaint procedure, and to bring its provisions to the attention of all apprentices.
4. The Sponsor agrees to follow and comply with the approved Work Progress, the Equal Employment Opportunity in Apprenticeship Training Part 600 Regulations, and the Regulations Governing the Registration of Apprenticeship Programs and Agreements, Part 601.
5. The Sponsor agrees to provide competent supervision of worksite training and adequate facilities to train apprentices.
6. The Sponsor agrees to instruct apprentices in safe and healthful work practices and agrees to ensure that training is provided in facilities and other environments that are in compliance with the safety and health standards promulgated by the Secretary of Labor under Public Law 91-596, and the Public Employees Safety and Health Act of the New York State Labor Law Article 2; Section 27-A.
7. The Sponsor agrees to evaluate the progress of all apprentices at least every six months, including job performance.
8. The Sponsor agrees to pay all apprentices a progressively increasing scale of wages as indicated on the front side of this form.
9. The Sponsor agrees to pay no less than the minimum journeyworker rate to each apprentice who completes the apprentice program and becomes eligible to receive a state Certificate of Completion.
10. The Sponsor recognizes that prevailing wage rates for Public Work projects are set by designated government agencies and the wages listed in this program do not supersede or replace the wage rates set by those agencies.
11. The Sponsor agrees that the Department of Labor may recognize successful completions of apprenticeships by awarding State Certifications of Completion and agrees to accept presentation of the certificate as documentation of journeyworker status.
12. The Sponsor agrees to maintain records for each apprentice including but not limited to: job assignments, promotion, demotion, lay-offs, terminations, rates of pay, progress in training as outlined on the Work Processes, any other records pertinent to a determination of compliance with Article 23 of the Labor Law and in compliance with Apprenticeship Regulations, Part 600 and 601.
13. The Sponsor agrees to promptly record, maintain and submit to the Department of Labor all records concerning apprenticeship as may be required by the Department of Labor.
14. The Sponsor agrees that all program modifications, revisions or reports will be submitted to the Department of Labor within 30 calendar days of such program change or the report request.
15. The Sponsor agrees to promptly notify the Department of Labor of all apprentices who have successfully completed an apprenticeship program.
16. The Sponsor agrees not to subvert the program by hiring workers as helpers, shophands, or other titles and assigning to them work generally performed by apprentices.
17. The Sponsor recognizes that, if it is without an apprentice for a period of twelve months, that the program will be deemed deregistered unless it has been granted Inactive Status or is a program operated by a NYS agency.
18. The Sponsor agrees to comply with, and hold all signatories to, the standards in this Apprenticeship Training Program Registration Agreement.
19. The Sponsor agrees to ensure that each of their apprentices will maintain a record that documents task rotation and the skills acquired through the program in a format that is approved by the Department of Labor. The apprentice's Blue Book is considered an acceptable format.



Department
of Labor

New York State Department of Labor

Apprentice Training Program Registration Agreement

Revision ☒

Nature of Change: Address Change Effective 12/1/2019

State Use Only

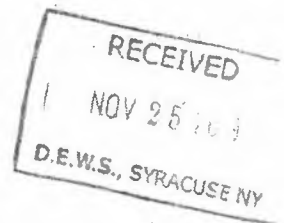
AT Sponsor No. 51979

ATP Code 18-514

Effective Date
of AT Program 10/16/2007

1. Name of Sponsor: Empire State Merit Apprenticeship Alliance, Inc.
2. Mailing Address: 6320 Fly Rd., Suite 210A East Syracuse New York 13057 Onondaga
(number & street) (city) (state) (zip code) (county)
3. Actual Address: Same
(number & street) (city) (state) (zip code) (county)
4. Telephone No.: 315-440-8989 Ext. _____ Fax No.: _____
5. E-mail Address: pmhazer@meritalliance.org
6. Trade/Occupation: Skilled Construction Craft Laborer
7. No. Employees: 4 No. Apprentices: 22 No. Journeyworkers: 1,529 8. Ratio: 1:1; 1:3
9. DOT Code: 869.463-580 10. Length of Program: 24 months
11. Apprentice Probationary Period: 6 months 12. Work process: Standard ☒ or Revised ☐
13. Minimum Journeyworker Rate: \$ 20.00 per hour 14. Effective Date of Wages: 12/31/2018
15. Apprentice wage progression for each period – in months (M) or hours (H)

1	2	3	4	5	6	7	8	9	10
M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>
H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>
1000	1000	1000	1000						
\$13.00*	\$13.00*	\$14.00*	\$15.00	*\$15 in NYC					



16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.

17. [Signature] 11-21-2019 18 -NA-
Signature of Official Sponsor Representative Date Signature of Union Representative Date

Print Name and Title

Print Name, Title, and Union Name

19. [Signature]
Signature New York State Department of Labor

12/16/2019
Date

NYS Department of Labor
Apprentice Training



Apprentice Training Program Registration Agreement

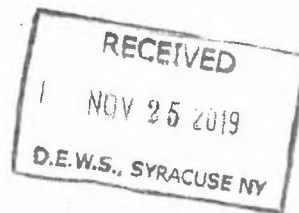
Revision ☒

Nature of Change: Address Change Effective 12/1/2019

State Use Only	
AT Sponsor No.	51979
ATP Code	12-037
Effective Date of AT Program	11/02/2001

- Name of Sponsor: Empire State Merit Apprenticeship Alliance, Inc.
- Mailing Address: 6320 Fly Rd., Suite 210A East Syracuse New York 13057 Onondaga
(number & street) (city) (state) (zip code) (county)
- Actual Address: Same
(number & street) (city) (state) (zip code) (county)
- Telephone No.: 315-440-8989 Ext. _____ Fax No.: _____
- E-mail Address: pmhazer@meritalliance.org
- Trade/Occupation: Carpenter
- No. Employees: 4 No. Apprentices: 6 No. Journeyworkers: 402 8. Ratio: 1:1; 1:4
- DOT Code: 860.381-022 10. Length of Program: 48 months
- Apprentice Probationary Period: 12 months 12. Work process: Standard ☒ or Revised ☐
- Minimum Journeyworker Rate: \$ 20.00 per hour 14. Effective Date of Wages: 12/31/2018
- Apprentice wage progression for each period – in months (M) or hours (H)

1	2	3	4	5	6	7	8	9	10
M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>
H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>
2000	2600	2000	2000						
\$14.00	\$16.00	\$18.00	\$18.00	\$15 in NYC					



16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.

17. [Signature] 11-21-2019 18. -NA-
Signature of Official Sponsor Representative Date Signature of Union Representative Date

Print Name and Title

Print Name, Title, and Union Name

19. [Signature]
Signature New York State Department of Labor

12/16/2019
Date

NYS Department of Labor
Apprentice Training



Department
of Labor

New York State Department of Labor

Apprentice Training Program Registration Agreement

Revision ☒

Nature of Change: Address Change Effective 12/1/2019

State Use Only

AT Sponsor No. 51979

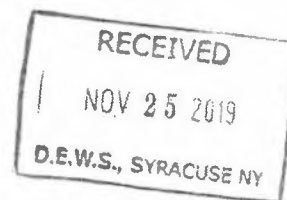
ATP Code 18-318

Effective Date
of AT Program 11/02/2011

1. Name of Sponsor: Empire State Merit Apprenticeship Alliance, Inc.
2. Mailing Address: 6320 Fly Rd., Suite 210A East Syracuse New York 13057 Onondaga
(number & street) (city) (state) (zip code) (county)
3. Actual Address: Same
(number & street) (city) (state) (zip code) (county)
4. Telephone No.: 315-440-8989 Ext. _____ Fax No.: _____
5. E-mail Address: pmhazer@meritalliance.org
6. Trade/Occupation: Operating Engineer (Heavy Equipment)
7. No. Employees: 4 No. Apprentices: 6 No. Journeyworkers: 794 8. Ratio: 1:1:1.5
9. DOT Code: 859.683-010 10. Length of Program: 27 months
11. Apprentice Probationary Period: 7 months 12. Work process: Standard ☒ or Revised ☐
13. Minimum Journeyworker Rate: \$ 20.00 per hour 14. Effective Date of Wages: 12/31/2018

15. Apprentice wage progression for each period – in months (M) or hours (H)

1	2	3	4	5	6	7	8	9	10
M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>
H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>
1500	1500	1500							
\$14.00*	\$16.00	\$18.00	*\$15 in NYC						



16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.

17. [Signature] 11-21-2019 18. -NA-
Signature of Official Sponsor Representative Date Signature of Union Representative Date

Print Name and Title

Print Name, Title, and Union Name

19. [Signature]
Signature New York State Department of Labor

12/16/2019
Date

NYS Department of Labor
Apprentice Training

AT 10 (4-16)

DEC 05 2019

Central Office



**Department
of Labor**

New York State Department of Labor

Apprentice Training Program Registration Agreement

Revision ☒

Nature of Change: Address Change Effective 12/1/2019

State Use Only

AT Sponsor No. 51979

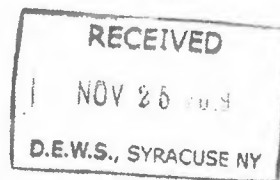
ATP Code 11-038

Effective Date
of AT Program 10/12/2017

1. Name of Sponsor: Empire State Merit Apprenticeship Alliance, Inc.
2. Mailing Address: 6320 Fly Rd., Suite 210A East Syracuse New York 13057 Onondaga
(number & street) (city) (state) (zip code) (county)
3. Actual Address: Same
(number & street) (city) (state) (zip code) (county)
4. Telephone No.: 315-440-8989 Ext. _____ Fax No.: _____
5. E-mail Address: pmhazer@meritalliance.org
6. Trade/Occupation: Cement Finisher/Cement Mason
7. No. Employees: 4 No. Apprentices: 3 No. Journeyworkers: 93 8. Ratio: 1:1: 1:4
9. DOT Code: 844.364-010 10. Length of Program: 27 months
11. Apprentice Probationary Period: 6.75 months 12. Work process: Standard ☒ or Revised ☐
13. Minimum Journeyworker Rate: \$ 20.00 per hour 14. Effective Date of Wages: 12/31/2018

15. Apprentice wage progression for each period – in months (M) or hours (H)

1	2	3	4	5	6	7	8	9	10
M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>
H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>
1000	1000	2000	500						
\$13.00*	\$14.00*	\$15.00	\$16.00	\$15 in NYC					



16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.

17. pmhazer 11/21/2018 - NA -
Signature of Official Sponsor Representative Date Signature of Union Representative Date

Print Name and Title Print Name, Title, and Union Name

19. [Signature] 12/16/2019
Signature New York State Department of Labor Date

NYS Department of Labor
Apprentice Training

DEC 05 2019

Central Office

Approved Contingent
Upon Passing Probation



Department
of Labor

New York State Department of Labor

Apprentice Training Program Registration Agreement

Revision ☒

Nature of Change: Address Change Effective 12/1/2019

State Use Only

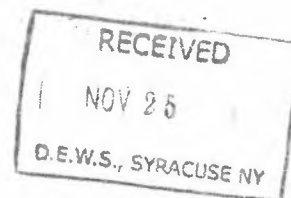
AT Sponsor No. 51979

ATP Code 15-221

Effective Date
of AT Program 10/03/2017

1. Name of Sponsor: Empire State Merit Apprenticeship Alliance, Inc.
2. Mailing Address: 6320 Fly Rd., Suite 210A East Syracuse New York 13057 Onondaga
(number & street) (city) (state) (zip code) (county)
3. Actual Address: Same
(number & street) (city) (state) (zip code) (county)
4. Telephone No.: 315-440-8989 Ext. _____ Fax No.: _____
5. E-mail Address: pmhazer@meritalliance.org
6. Trade/Occupation: Iron Worker (outside)
7. No. Employees: 4 No. Apprentices: 2 No. Journeyworkers: 48 8. Ratio: 1:1; 1:4
9. DOT Code: 801.361-014 10. Length of Program: 36 months
11. Apprentice Probationary Period: 9 months 12. Work process: Standard ☒ or Revised ☐
13. Minimum Journeyworker Rate: \$ 20.00 per hour 14. Effective Date of Wages: 12/31/2018
15. Apprentice wage progression for each period – in months (M) or hours (H)

1	2	3	4	5	6	7	8	9	10
M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>
H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>
1000	1000	2000	2000						
\$13.00*	\$14.00*	\$15.00	\$16.00	*\$15 in NYC					



16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.
17. [Signature] 11/21/2019 NA
Signature of Official Sponsor Representative Date Signature of Union Representative Date
- [Signature] NA
Print Name and Title Print Name, Title, and Union Name
19. [Signature] 12/16/2019
Signature New York State Department of Labor Date

NYS Department of Labor
Apprentice Training

DEC 05 2019

Central Office

Approved Contingent
Upon Passing Probation



APPROVED BY: Joseph Tartabini, Jr.
EFFECTIVE DATE: JANUARY 1, 2017
Purpose:

To state the commitment of the system to Equal Employment Opportunity.

Policy:

1. United Survey, Inc. is an equal opportunity employer. No person is unlawfully excluded from consideration for employment because of race, color, religious creed, national origin, ancestry, sex, age, veteran status, marital status or physical challenges.
2. The policy applies not only to recruitment and hiring practices, but also includes affirmative action in the area of placement, promotion, transfer, rate of pay and termination.
3. Executive, management and supervisory levels have the responsibility to further the implementation of this policy and ensure conformance by subordinates.
4. Any United Survey, Inc. employee who engages in discrimination will be subject to suspension or termination.
5. Any supervisory or managerial employee who knows of such behavior and fails to take immediate and appropriate corrective action will also be subject to disciplinary action.
6. Any individual who is the target of discrimination is encouraged to discuss the matter with the Department Director.
7. Any individual who feels such a discussion would be or has been futile, unsatisfactory or counterproductive should contact the Human Resources Department.
8. Human Resource staff, Gina Lehigh will be designated to investigate the claim. Please contact her at (440) 439-7250, or in person at 25145 Broadway Avenue, Oakwood Village, OH 44146
9. The accused individual may be suspended pending the outcome of the investigation.
10. Retaliation against claimants will not be tolerated.

United Survey, Inc. is proud to be an equal opportunity employer. We are committed to providing equal employment opportunities to you and all other persons without regard to race, creed, color, religion, national origin, sex, marital status, citizenship status, age, veteran status or disability.

Furthermore, we will not tolerate any form of discrimination or harassment of our employees by co-workers, supervisors, customers, or vendors. This commitment extends to our policies on recruiting, advertising, hiring, placement, promotion, training, transfer, wages, benefits, termination and all other privileges, terms and conditions of employment.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/18/2023

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, LLC 3737 Embassy Pkwy Suite 260 Akron OH 44333	CONTACT NAME: Ines Kicanovich PHONE (A/C No. Ext): 216-654-9393 FAX (A/C No.): 216-566-9977 E-MAIL ADDRESS: Ines.Kicanovich@AJG.com
INSURED United Survey, Inc. 25145 Broadway Avenue Cleveland OH 44146	INSURER(S) AFFORDING COVERAGE INSURER A: LM Insurance Corporation INSURER B: Liberty Insurance Corporation INSURER C: Liberty Mutual Fire Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2004814471

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	ADOL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	TB2Z51294308	4/1/2022	4/1/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & AOV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		AS5Z51294308	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coli Ded \$1,000/\$1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$ \$10,000 <input type="checkbox"/> CLAIMS-MADE	Y		TH7Z51294308	4/1/2022	4/1/2023	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000 \$
C	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 <input type="checkbox"/> N/A		WC2Z51294308	4/1/2022	4/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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)
RE: Bid No.: 222253-002 Cured-In-Place Pipe Lining.

County of Erie is included as an Additional Insured on the General Liability, Automobile and Umbrella policies as required by contract. Coverage is Primary and Non-Contributory and Waiver of Subrogation applies.

CERTIFICATE HOLDER**CANCELLATION**

County of Erie
95 Franklin St
Buffalo NY 14202
USA

APPROVED
JAN 27 2023

AARON RUBIN
ERIE COUNTY DEPARTMENT OF LAW

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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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
: All persons or organizations with whom you have entered into a written contract or agreement, prior to an 'occurrence' or offense, to provide additional insured status. : Description:	All locations as required by a written contract or agreement entered into prior to an 'occurrence' or offense.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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 location 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.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All persons or organizations with whom you have entered into a written contract or agreement, prior to an 'occurrence' or offense, to provide additional insured status. : Description:	All locations as required by a written contract or agreement entered into prior to an 'occurrence' or offense
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Index of modified items:

- Item 1. Reasonable Force**
- Item 2. Non-Owned Watercraft Extension**
- Item 3. Damage To Premises Rented To You – Expanded Coverage**
- Item 4. Bodily Injury To Co-Employees**
- Item 5. Health Care Professionals As Insureds**
- Item 6. Knowledge Of Occurrence Or Offense**
- Item 7. Notice Of Occurrence Or Offense**
- Item 8. Unintentional Failure To Disclose**
- Item 9. Bodily Injury Redefined**
- Item 10. Supplementary Payments – Increased Limits**
- Item 11. Property In Your Care, Custody Or Control**
- Item 12. Mobile Equipment Redefined**
- Item 13. Newly Formed Or Acquired Entities**
- Item 14. Waiver Of Right Of Recovery By Written Contract Or Agreement**

Item 1. Reasonable Force

Exclusion a. of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

a. 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.

Item 2. Non-Owned Watercraft Extension

Paragraph (2) of Exclusion g. of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 55 feet long; and
- (b) Not being used to carry persons or property for a charge;

Item 3. Damage To Premises Rented To You – Expanded Coverage

A. The final paragraph of 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

The Aggregate Limit is the most we will pay for the sum of all damages under this **Item 11**.

D. Other Insurance

This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this Policy.

Item 12. Mobile Equipment Redefined

The definition of "mobile equipment" in **Section V – Definitions** is amended to include self-propelled vehicles with permanently attached equipment less than 1000 pounds gross vehicle weight that are primarily designed for:

- (1) Snow removal;
- (2) Road maintenance, but not construction or resurfacing; or
- (3) Street cleaning.

Item 13. Newly Formed Or Acquired Entities

A. Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until:
 - (1) The 180th day after you acquire or form the organization;
 - (2) Separate coverage is purchased for the organization; or
 - (3) The end of the policy periodwhichever is earlier;
 - b. **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. **Section I – Coverage B – Personal And Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

B. The insurance afforded to any organization as a Named Insured under this **Item 13**. does not apply if a Broad Form Named Insured endorsement attached to this Policy applies to that organization.

Item 14. Waiver Of Right Of Recovery By Written Contract Or Agreement

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of **Section IV – Commercial General Liability Conditions**:

We waive any right of recovery because of payments we make under this Policy for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" that we may have against any person or organization with whom you have agreed in a written contract or agreement to waive your rights of recovery but only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed subsequent to the execution of the written contract or agreement.

Policy Number: AS5-Z51-294308
Issued by: LM Insurance Corporation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

TBD

Regarding Designated Contract or Project:

TBD - *contract or project where required by contract*

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

Policy Number AS5-Z51-294308
Issued by LM Insurance Corporation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- I. Newly Acquired or Formed Organizations
- II. Employees as Insureds
- III. Lessor - Additional Insured and Loss Payee
- IV. Supplementary Payments - Increased Limits
- V. Fellow Employee Coverage
- VI. Personal Property of Others
- VII. Additional Transportation Expense and Cost to Recover Stolen Auto
- VIII. Airbag Coverage
- IX. Tapes, Records and Discs Coverage
- X. Physical Damage Deductible - Single Deductible
- XI. Physical Damage Deductible - Glass
- XII. Physical Damage Deductible - Vehicle Tracking System
- XIII. Duties in Event of Accident, Claim, Suit or Loss
- XIV. Unintentional Failure to Disclose Hazards
- XV. Worldwide Liability Coverage - Hired and Nonowned Autos
- XVI. Hired Auto Physical Damage
- XVII. Auto Medical Payments Coverage Increased Limits
- XVIII. Drive Other Car Coverage - Broadened Coverage for Designated Individuals
- XIX. Rental Reimbursement Coverage
- XX. Notice of Cancellation or Nonrenewal
- XXI. Loan/Lease Payoff Coverage
- XXII. Limited Mexico Coverage
- XXIII. Waiver of Subrogation

I. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Throughout this policy, the words "you" and "your" also refer to any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership of more than 50 percent interest, provided:

- A. There is no similar insurance available to that organization;
- B. Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:
 - 1. The 90th day after you acquire or form the organization; or
 - 2. The end of the policy period,whichever is earlier; and
- C. The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

- e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of \$1,500 for each covered "auto".

XXII. LIMITED MEXICO COVERAGE

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT THE LAWS OF THE UNITED STATES OF AMERICA**. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

A. Coverage

1. Paragraph **B.7. of SECTION IV - BUSINESS AUTO CONDITIONS** is amended by the addition of the following:

The coverage territory is extended to include Mexico but only if all of the following criteria are met:

- a. The "accidents" or "loss" occurs within 25 miles of the United States border; and
 - b. While on a trip into Mexico for 10 days or less.
2. For coverage provided by this section of the endorsement, Paragraph **B.5. Other Insurance** in **SECTION IV - BUSINESS AUTO CONDITIONS** is replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

B. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.
2. To any "insured" who is not a resident of the United States.

XXIII. WAIVER OF SUBROGATION

Paragraph **A.5. in SECTION IV - BUSINESS AUTO CONDITIONS** does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
1/18/2023

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.

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
3737 Embassy Pkwy
Suite 260
Akron OH 44333

CONTACT
NAME: Ines Kicanovich
PHONE (A/C, No, Ext): 216-654-9393 FAX (A/C, No): 216-566-9977
E-MAIL ADDRESS: Ines_Kicanovich@AJG.com
PRODUCER CUSTOMER ID: UNITSUR-02

INSURED
United Survey, Inc.
25145 Broadway Avenue
Cleveland, OH 44146

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Liberty Mutual Fire Insurance Company	23035
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 17101764

REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/>	PROPERTY	TB2Z51294308	4/1/2022	4/1/2023	BUILDING	\$
		CAUSES OF LOSS				PERSONAL PROPERTY	\$
		BASIC				BUSINESS INCOME	\$
		BROAD				EXTRA EXPENSE	\$
		<input checked="" type="checkbox"/> SPECIAL				RENTAL VALUE	\$
		EARTHQUAKE				<input checked="" type="checkbox"/> BLANKET BUILDING	\$ 5,248,100
		WIND				<input checked="" type="checkbox"/> BLANKET PERS PROP	\$ 1,774,340
		FLOOD				BLANKET BLDG & PP	\$
							\$
							\$
	<input type="checkbox"/>	INLAND MARINE	TYPE OF POLICY				\$
		CAUSES OF LOSS					\$
		NAMED PERILS	POLICY NUMBER				\$
							\$
	<input type="checkbox"/>	CRIME					\$
		TYPE OF POLICY					\$
							\$
							\$
	<input type="checkbox"/>	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
							\$
A	<input type="checkbox"/>	Installation Floater	YM2Z51294308	4/1/2022	4/1/2023	<input checked="" type="checkbox"/> Jobsite Limit	\$ 500,000
						<input checked="" type="checkbox"/> Deductible	\$ 2,500

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Bid No.: 222253-002 Cured-In-Place Pipe Lining.

CERTIFICATE HOLDER

County of Erie
Erie County Office Building
95 Franklin Street
Buffalo NY 14202
USA

APPROVED
JAN 27 2023
AARON RUBIN
ERIE COUNTY DEPARTMENT OF LAW

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 24 (2016/03)

The ACORD name and logo are registered marks of ACORD

THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

***** 340894532
UNITED SURVEY INC
25145 BROADWAY AVE
CLEVELAND OH 44146



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER UNITED SURVEY INC 25145 BROADWAY AVE CLEVELAND OH 44146		CERTIFICATE HOLDER COUNTY OF ERIE 95 FRANKLIN STREET BUFFALO NY 14202		<div style="border: 1px solid black; padding: 5px; text-align: center;"> APPROVED JAN 27 2023 AARON RUBIN ERIE COUNTY DEPARTMENT OF LAW </div>
POLICY NUMBER B2257 753-0	CERTIFICATE NUMBER 488528	POLICY PERIOD 02/11/2022 TO 02/11/2023	DATE 3/22/2022	

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2257 753-0, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 721605088



Workers'
Compensation
Board

CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
UNITED SURVEY INC
25145 BROADWAY
OAKWOOD VILLAGE, OH 44146

1b. Business Telephone Number of Insured
(440) 439-7250

Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)

1c. Federal Employer Identification Number of Insured or Social Security Number

340894532

2. Name and Address of Entity Requesting Proof of Coverage
(Entity Being Listed as the Certificate Holder)

ERIE COUNTY
95 FRANKLIN STREET
BUFFALO, NY 14202



3a. Name of Insurance Carrier

New York State Insurance Fund (NYSIF)

3b. Policy Number of Entity Listed in Box "1a"

DBL 6048 81 - 4

3c. Policy effective period

03/11/2022

to

03/11/2023

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits
☐ B. Disability benefits only
☐ C. Paid family leave benefits only

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 3/22/2022

By

Kristin Markwica

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332

Name and Title Kristin Markwica, Head of Disability Insurance Unit

IMPORTANT: If Box 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____

By _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____

Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Worker's Compensation Board within 10 days IF a policy is cancelled 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 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 Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and 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 the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. 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 disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits, and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

PERFORMANCE BOND

BOND NO. 873201

KNOW ALL MEN BY THESE PRESENTS, that we, United Survey, Inc.
o25145 Broadway Ave., Cleveland, OH 44146 (hereinafter called PRINCIPAL) and the Evergreen National
Indemnity Company a corporation of the State of Ohio having its principal office in
the City of Independence 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 Five Hundred Thousand & no/100s
\$ 500,000.00 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 January 12, ~~19~~2023
entered into a contract with the OBLIGEE for \$ 2,039,020.00
which contract and documents included therein by reference is by reference made a part
hereof (hereinafter called CONTRACT), covering the following project.
Cured-in-Place Pipe Lining, Bid No. 222253-002

(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 hereafter be made, notice of which modifications to the SURETY being hereby waived:

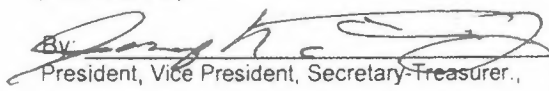
then this obligation shall be void, otherwise to remain in full force and effect.

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


1. That all persons who have supplied labor and material as aforesaid shall have a direct right of action hereunder against the PRINCIPAL and the SURETY, subject, however, to the prior right of the OBLIGEE to recover hereunder on account of any loss or damage caused to it by the failure of the PRINCIPAL to perform the Contract as aforesaid.
2. The SURETY for value received hereby stipulates and agrees, if requested to do so by the OBLIGEE, to fully perform and complete the work and furnish the materials mentioned and described in said Contract pursuant to terms, conditions and covenants thereof, if for any cause said PRINCIPAL fails or neglects to so fully perform said work; the said SURETY further agrees to commence said work of completion twenty (20) days after notice thereof from the OBLIGEE.
3. That the OBLIGEE shall notify the SURETY by registered letter addressed and mailed to its Home Office, of any breach of said Contract within sixty (60) days after such breach shall have come to the knowledge of the OBLIGEE.
(Owner)
4. That the SURETY shall not be liable hereunder for any damage or compensation recoverable under any Worker's Compensation or Employer's Liability Statute.
5. That no suit, action or proceeding for loss or damage caused by a breach of any of the conditions of this bond shall be brought against the SURETY by the OBLIGEE after one (1) year from the day of final acceptance of the work by the Owner.
6. That no suit, action or proceeding for loss caused by the failure of the PRINCIPAL to pay all persons supplying labor and material in the prosecution of the work under said Contract shall be brought against the SURETY after six (6) months from the day on which final payment of the Contract is made.

Signed, sealed and dated this 19th day of January 20 23

United Survey, Inc.
(PRINCIPAL)

By: 
President, Vice President, Secretary-Treasurer.

Evergreen National Indemnity Company (SEAL)
(SURETY)

By: 
Julie K Bowers, Attorney in Fact

EXECUTED POWERS OF ATTORNEY TO BE SUBMITTED WITH PERFORMANCE BOND.

INDIVIDUAL ACKNOWLEDGEMENT

State of _____
County of _____ ss:
On this _____ day of _____, _____, before me personally appeared

known to me to be the person _____ described in and who executed the foregoing instrument, and _____
duly acknowledged to me that _____ executed the same.

Notary Public

My commission expires _____

LIMITED LIABILITY COMPANY / PARTNERSHIP ACKNOWLEDGEMENT

State of _____
County of _____ ss:
On this _____ day of _____, _____, before me personally appeared

described in and which executed the foregoing instrument, and _____ thereupon acknowledged to me that
_____ executed the same as and for the act and deed of said firm.

Notary Public

My commission expires _____

CORPORATE ACKNOWLEDGEMENT

State of OHIO
County of CUYAHOGA ss:
On this 19th day of JANUARY, 2023, before me personally appeared

JOSEPH TARTABINI, JR.

to me known, who being by me duly sworn, did depose and say: that HE resides at 1474 BROOK VALLEY COURT
BROADVIEW HEIGHTS; that HE is PRESIDENT of the corporation described in
and which executed the foregoing instrument; that HE knows the seal of said corporation; that the seal
affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of directors of said
corporation and that HE signed HIS name thereto by like order.



Gina R. Lehigh
NOTARY PUBLIC
STATE OF OHIO

Recorded in
Cuyahoga County
My Comm. Exp. 8/28/2023

Notary Public
My commission expires AUGUST 28, 2023

SURETY ACKNOWLEDGEMENT

State of Ohio
County of Cuyahoga ss:

On this 19th day of January, 2023, before me personally appeared Julie K Bowers to me known, who being by me duly
sworn, did depose and say: that she resides in the Township of Freedom; that she is Attorney in Fact of the above signed
surety, the corporation described in and which executed the within instrument; that she knows the corporate seal of said
corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the
Board of directors of said corporation; and that she signed her name thereto by like order.



Lillian Pezzano
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
05-13-2023

Lillian Pezzano, Notary Public
My commission expires 5/13/2023

EVERGREEN NATIONAL INDEMNITY COMPANY

Independence, Ohio

POWER OF ATTORNEY

Bond No. 873201

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

Julie K Bowers, Denise M Borowy, Hilarie Frankenberry, Karen M Loconti-Diaz, Kathleen P Price, Patricia A Temple

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed FIVE MILLION AND 00/100 DOLLARS (\$5,000,000.00)

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of April, 2022.

EVERGREEN NATIONAL INDEMNITY COMPANY



By:

Matthew T. Tucker, President

By:

David A. Canzone, CFO

Notary Public)
State of Ohio)

SS:

On this 1st day of April, 2022, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



Julie K Bowers
Notary Public
in and For the State of Ohio
My Commission Expires
August 13, 2024

Julie K. Bowers, Notary Public
My Commission Expires August 13, 2024

State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Independence, Ohio, this 19th day of January, 2023.



Wan C. Collier, Secretary

State of New York
DEPARTMENT OF FINANCIAL SERVICES

WHEREAS IT APPEARS THAT

Evergreen National Indemnity Company

Home Office Address Mayfield Heights, Ohio

Organized under the Laws of Ohio

has complied with the necessary requirements of or pursuant to law, it is hereby

licensed to do within this State the business of

fire, miscellaneous property, water damage, burglary and theft, glass, boiler and machinery, collision, personal injury liability, property damage liability, workers' compensation and employers' liability, fidelity and surety, motor vehicle and aircraft physical damage, marine and inland marine, marine protection and indemnity and service contract reimbursement insurance, as specified in paragraph(s) 4, 5, 6, 7, 8, 9, 12, 13, 14, 15, 16, 19, 20, 21 and 28 of Section 1113(a) of the New York Insurance Law and also such workers' compensation insurance as may be incident to coverages contemplated under paragraphs 20 and 21 of Section 1113(a), including insurances described in the Longshoremen's and Harbor Workers' Compensation Act (Public Law No. 803, 69 Cong. as amended; 33 USC Section 901 et seq. as amended) to the extent permitted by certified copy of its charter document on file in this Department until July 1, 2023.



**In Witness Whereof, I have hereunto set
my hand and affixed the official seal of this
Department at the City of Albany, New York, this
1st day of July, 2022**

Adrienne A. Harris
Superintendent

By 

Colleen M. Draper
Special Deputy Superintendent



Evergreen National Indemnity Company

Certificate

2021

The following financial information was obtained from the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance

Statement of Income

Direct Written Premium	36,555,235
Reinsurance Assumed	2,129,535
Reinsurance Ceded	(21,153,515)
Net Written Premium	17,531,255
Change in Unearned	403,595
Net Earned Premium	17,934,850
Losses & LAE Incurred	3,656,478
Net Commission Expense	8,130,506
Other Expenses	3,847,382
Underwriting Gain/ (Loss)	2,300,484
Net Investment Income	1,978,236
Net Realized Capital Gains (Loss)	(320,360)
Other Income/ (Expense)	14,437
Income Before FIT	3,972,797
Federal Income Tax	652,375
Net Income	3,320,422

Balance Sheet

<u>Assets</u>	
Invested Assets	75,433,689
Uncollected premium and agents' balances	1,188,421
Reinsurance Recoverable	227,141
Other Assets	445,841
Total Assets	77,295,092

<u>Liabilities & Surplus</u>	
Unearned Premium Reserve	7,382,137
Loss & LAE Reserves	6,293,417
Ceded Reinsurance Payable	2,475,339
Amounts retained for others	14,608,469
Other Liabilities	3,596,587
Total Liabilities	34,355,949
Surplus	42,939,143
Total Liabilities & Surplus	77,295,092

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2021.


David A. Canzone, Treasurer

CONFINED SPACE PROGRAM CERTIFICATION

This is to certify that United Survey, Inc. has
(Company Name)

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.

OSHA 10 COMPLIANCE CERTIFICATION
(Chapter 282 of Law of 2007, codified as Labor Law 220-h)

Contractor certifies that every worker employed in the performance of this contract has completed the OSHA 10 Safety Training Course. The Contractor will submit a copy of Proof of Completion of the OSHA 10 Safety Training Course for all workers, Contractors and Subcontractors, with the first certified payroll submitted and on succeeding certified payrolls when any new employee is on the contract. Proof of Completion may include a copy of a bona fide course completion card; a training roster, attendance record, or other documentation from the certified trainer; and/or other valid proof. A certification by the Contractor attesting that all employees have completed such course is not sufficient proof that the course has been completed.

Furthermore, it is understood that completion of the OSHA 10 Safety Training Course by all workers, contractors and subcontractors employed in the performance of this Contract is a requirement of this contract.

By:  United Survey, Inc.
Contractor's Signature Business Name

Name: Joseph Tartabini, Jr. Date: November 15, 2022
Typed or Printed Name

Title: President

NEW YORK STATE CERTIFIED APPRENTICESHIP
TRAINING PROGRAM CERTIFICATION

Pursuant to Erie County Local Law 3-2018 the following MUST be submitted along with supporting documentation unless the Contracting Agency has otherwise determined under Section 2f of the Erie County Rules and Regulations that the New York State Certified Apprenticeship Training Program does not apply.

TO BE FILLED OUT BY BIDDER: please check that which applies on sign below.

- ☒ Enclosed is a copy of the certification of approval of the New York State Certified Apprenticeship Training Program (NYSCATP) by the New York State Department of Labor which, as Bidder, will use in connection with the construction contract. Also Enclosed is a written plan demonstrating how apprentices will be utilized by the Bidder As Prime Contractor or by the Subcontractor(s) to the Bidder as Prime Contractor. Such Plan shall include at a minimum:
- i. An organized written plan in place that embodies the terms and conditions of employment, training and supervision of one or more apprentices;
 - ii. A schedule of wages to be paid to the apprentices consistent with the skills required and approved by the New York State Department of Labor;
 - iii. Equal employment and affirmative action plans;
 - iv. Workforce development and diversification goals to ensure that the contractor will diligently work toward a minority workforce goal of 30% minority and female participation combined in project personnel including trades people, trainees, journeymen, apprentices and supervisory staff;
 - v. A minimum of ten percent (10%) of the total construction workers. Trades people, trainees, journeymen, and apprentices employed at any given time on a particular project by any and all contractors or subcontractors must be consist of persons participating in a NYSCATP; and
 - vi. In all cases, such Certified Apprenticeship Training Program must be specific to the type and scope of work which is being performed and must have a graduation rate of at least thirty percent (30%) as determined by the New York State Department of Labor.
- ☐ Enclosed is a detailed explanatory written statement as to the inapplicability of Apprenticeship participation due to: the lack of career opportunities in NYSCATP Approved by New York State Department of Labor Commissioner; OR the magnitude of the construction contract which would make use of apprentices impracticable.



SIGNATURE

United Survey, Inc.

COMPANY NAME

November 15, 2022

DATE



Demonstration that 10% of the Workforce of the Prime Contractor shall consist of persons participating in the NYSCATP

United Survey, Inc. is a proud member of the New York Merit Apprenticeship Alliance, Inc. We are able to utilize this program to ensure that we as a prime contractor and or subcontractor are able to reach the 10% goal of apprentice workers participating in the NYSCATP. The Merit Apprenticeship Alliance provides us with a pool of skilled apprentices that will allow United Survey, Inc. to successfully complete our projects and meet all apprenticeship goals.



Signatory Contractor
UNITED SURVEY, INC
25145 Broadway Ave
Cuyahoga, OH 44146
Sponsor Code 51979

June 27, 2016

NYSDOL Apprentice Training Program Codes:

Skilled Craft Laborer: 18514, Approved Oct. 16, 2007, recertified March 26, 2014
Operating Engineer (Heavy Equipment): 18318, Approved Nov. 2, 2011,
Carpenter: 12037, Approved Nov. 2, 2011

To Whom It May Concern:

Please be advised that the above noted contractor was accepted as a signatory employer to the Empire State Merit Apprenticeship Alliance, Inc. NYS registered Skilled Construction Craft Laborer, Carpenter and Operating Engineer (heavy equipment) apprenticeship programs (ATP codes referenced above), **effective 6/27/2016**.

The Empire State Merit Apprenticeship Alliance, Inc. apprenticeship standards were reviewed, approved and registered in accordance with NYS Labor Law Article 23 and the NYS Department of Labor regulations, effective October 16, 2007 and November 2, 2011 respectively.

The Alliance holds all signatories to the standards of the Program Registration Agreements and requires that each signatory contractor execute a NYSDOL (Form 701) *Ancillary Group Sponsor Agreement*, in full compliance with NYS Labor Law, art. 23, Section 811.1, Part 601.

Alliance signatory contractors further commit that they will:

- Support the diversified training and work experience as defined in Appendix A, On the Job Training Outline, required of the apprenticeship so as to result in normal advancement of the apprentice.
- Employ craft workers at the trade so as to ensure safe and quality training at all times in full compliance with the apprentice journeymen standard ratios.
- Provide competent supervision of worksite training whereas the apprentice(s) shall be under the supervision of the journey worker(s) at all times.
- Employ the apprentice in a manner that will not conflict with our approved apprenticeship standards

The Alliance is truly committed to our mission to provide Industry leading, registered apprenticeship training programs in full compliance with state and federal regulations. Please direct any inquiries regarding the status of signatory employers to Penelope M. Hazer, President, Empire State Merit Apprenticeship Alliance, Inc. via email to: pmhazer@MeritApprenticeshipAlliance.org.

Authorized by: _____

Penelope M. Hazer

Penelope M. Hazer, President

PMHazer@MeritAlliance.org
Phone: 315.440.8989

SBowman@MeritAlliance.org
Phone: 315.480.7696

109 Twin Oaks Drive, Syracuse,
13206 www.MeritAlliance.org

Provisions for Agreements

1. The Sponsor agrees that apprentices shall be hired without any direct or indirect limitation, specification or discrimination as to race, color, religion, national origin, sex, disability, marital status, age, arrest record, or veteran status.
2. If the Sponsor grants advance credit or standing for previously acquired experience or training, the Sponsor agrees to apply the same evaluation method uniformly for all apprentices.
3. The Sponsor agrees to post, in a conspicuous place, a copy of the Regulation (600. 12) dealing with the Equal Employment Opportunity complaint procedure, and to bring its provisions to the attention of all apprentices.
4. The Sponsor agrees to follow and comply with the approved Work Progress, the Equal Employment Opportunity in Apprenticeship Training Part 600 Regulations, and the Regulations Governing the Registration of Apprenticeship Programs and Agreements, Part 601.
5. The Sponsor agrees to provide competent supervision of worksite training and adequate facilities to train apprentices.
6. The Sponsor agrees to instruct apprentices in safe and healthful work practices and agrees to ensure that training is provided in facilities and other environments that are in compliance with the safety and health standards promulgated by the Secretary of Labor under Public Law 91-596, and the Public Employees Safety and Health Act of the New York State Labor Law Article 2; Section 27-A.
7. The Sponsor agrees to evaluate the progress of all apprentices at least every six months, including job performance.
8. The Sponsor agrees to pay all apprentices a progressively increasing scale of wages as indicated on the front side of this form.
9. The Sponsor agrees to pay no less than the minimum journeyworker rate to each apprentice who completes the apprentice program and becomes eligible to receive a state Certificate of Completion.
10. The Sponsor recognizes that prevailing wage rates for Public Work projects are set by designated government agencies and the wages listed in this program do not supersede or replace the wage rates set by those agencies.
11. The Sponsor agrees that the Department of Labor may recognize successful completions of apprenticeships by awarding State Certifications of Completion and agrees to accept presentation of the certificate as documentation of journeyworker status.
12. The Sponsor agrees to maintain records for each apprentice including but not limited to: job assignments, promotion, demotion, lay-offs, terminations, rates of pay, progress in training as outlined on the Work Processes, any other records pertinent to a determination of compliance with Article 23 of the Labor Law and in compliance with Apprenticeship Regulations, Part 600 and 601.
13. The Sponsor agrees to promptly record, maintain and submit to the Department of Labor all records concerning apprenticeship as may be required by the Department of Labor.
14. The Sponsor agrees that all program modifications, revisions or reports will be submitted to the Department of Labor within 30 calendar days of such program change or the report request.
15. The Sponsor agrees to promptly notify the Department of Labor of all apprentices who have successfully completed an apprenticeship program.
16. The Sponsor agrees not to subvert the program by hiring workers as helpers, shophands, or other titles and assigning to them work generally performed by apprentices.
17. The Sponsor recognizes that, if it is without an apprentice for a period of twelve months, that the program will be deemed deregistered unless it has been granted Inactive Status or is a program operated by a NYS agency.
18. The Sponsor agrees to comply with, and hold all signatories to, the standards in this Apprenticeship Training Program Registration Agreement.
19. The Sponsor agrees to ensure that each of their apprentices will maintain a record that documents task rotation and the skills acquired through the program in a format that is approved by the Department of Labor. The apprentice's Blue Book is considered an acceptable format.



Apprentice Training Program Registration Agreement

Revision ☒

Nature of Change: Address Change Effective 12/1/2019

State Use Only

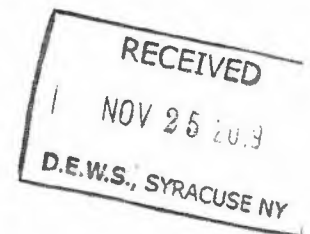
AT Sponsor No. 51979

ATP Code 18-514

Effective Date
of AT Program 10/16/2007

1. Name of Sponsor: Empire State Merit Apprenticeship Alliance, Inc.
2. Mailing Address: 6320 Fly Rd., Suite 210A East Syracuse New York 13057 Onondaga
(number & street) (city) (state) (zip code) (county)
3. Actual Address: Same
(number & street) (city) (state) (zip code) (county)
4. Telephone No.: 315-440-8989 Ext. _____ Fax No.: _____
5. E-mail Address: pmhazer@meritalliance.org
6. Trade/Occupation: Skilled Construction Craft Laborer
7. No. Employees: 4 No. Apprentices: 22 No. Journeyworkers: 1,529 8. Ratio: 1:1; 1:3
9. DOT Code: 869.463-580 10. Length of Program: 24 months
11. Apprentice Probationary Period: 6 months 12. Work process: Standard ☒ or Revised ☐
13. Minimum Journeyworker Rate: \$ 20.00 per hour 14. Effective Date of Wages: 12/31/2018
15. Apprentice wage progression for each period – in months (M) or hours (H)

1	2	3	4	5	6	7	8	9	10
M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>
H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>
1000	1000	1000	1000						
\$13.00*	\$13.00*	\$14.00*	\$15.00	*\$15 in NYC					



16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.

17. [Signature] 11-21-2019 18. NA
Signature of Official Sponsor Representative Date Signature of Union Representative Date

Print Name and Title

Print Name, Title, and Union Name

19. [Signature]
Signature New York State Department of Labor

12/16/2019
Date

NYS Department of Labor
Apprentice Training

Apprentice Training Program Registration Agreement

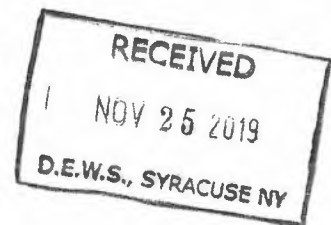
Revision ☒

Nature of Change: **Address Change Effective 12/1/2019**


State Use Only	
AT Sponsor No.	51979
ATP Code	12-037
Effective Date of AT Program	11/02/2001

1. Name of Sponsor: Empire State Merit Apprenticeship Alliance, Inc.
2. Mailing Address: 6320 Fly Rd., Suite 210A East Syracuse New York 13057 Onondaga
(number & street) (city) (state) (zip code) (county)
3. Actual Address: Same
(number & street) (city) (state) (zip code) (county)
4. Telephone No.: 315-440-8989 Ext. _____ Fax No.: _____
5. E-mail Address: pmhazer@meritalliance.org
6. Trade/Occupation: Carpenter
7. No. Employees: 4 No. Apprentices: 6 No. Journeyworkers: 402 8. Ratio: 1:1; 1:4
9. DOT Code: 860.381-022 10. Length of Program: 48 months
11. Apprentice Probationary Period: 12 months 12. Work process: Standard ☒ or Revised ☐
13. Minimum Journeyworker Rate: \$ 20.00 per hour 14. Effective Date of Wages: 12/31/2018
15. Apprentice wage progression for each period – in months (M) or hours (H)

1	2	3	4	5	6	7	8	9	10
M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>
H <input checked="" type="checkbox"/> 2000	H <input checked="" type="checkbox"/> 2000	H <input checked="" type="checkbox"/> 2000	H <input checked="" type="checkbox"/> 2000	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>
\$14.00*	\$16.00	\$18.00	\$18.00	*\$15 in NYC					



16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.

17.  18. 11-21-2019 -NA-
Signature of Official Sponsor Representative Date Signature of Union Representative Date

Print Name and Title

Print Name, Title, and Union Name

19. _____
Signature New York State Department of Labor

Date _____

NYS Department of Labor
Apprentice Training

AT 10 (4-16)

DEC 05 2019

Central Office



Apprentice Training Program Registration Agreement

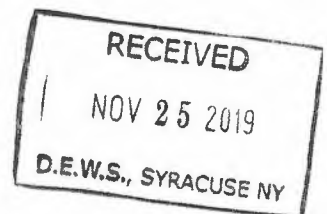
Revision ☒

Nature of Change: Address Change Effective 12/1/2019

State Use Only	
AT Sponsor No.	51979
ATP Code	18-318
Effective Date of AT Program	11/02/2011

- Name of Sponsor: Empire State Merit Apprenticeship Alliance, Inc.
- Mailing Address: 6320 Fly Rd., Suite 210A East Syracuse New York 13057 Onondaga
(number & street) (city) (state) (zip code) (county)
- Actual Address: Same
(number & street) (city) (state) (zip code) (county)
- Telephone No.: 315-440-8989 Ext. _____ Fax No.: _____
- E-mail Address: pmhazer@meritalliance.org
- Trade/Occupation: Operating Engineer (Heavy Equipment)
- No. Employees: 4 No. Apprentices: 6 No. Journeyworkers: 794 8. Ratio: 1:1; 1:5
- DOT Code: 859.683-010 10. Length of Program: 27 months
- Apprentice Probationary Period: 7 months 12. Work process: Standard ☒ or Revised ☐
- Minimum Journeyworker Rate: \$ 20.00 per hour 14. Effective Date of Wages: 12/31/2018
- Apprentice wage progression for each period – in months (M) or hours (H)

1	2	3	4	5	6	7	8	9	10
M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>
H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>
1500	1500	1500							
\$14.00*	\$16.00	\$18.00	*\$15 in NYC						



16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.

- Signature of Official Sponsor Representative: [Signature] Date: 11-21-2019
- Signature of Union Representative: -NA- Date: _____
- Print Name and Title: _____
- Print Name, Title, and Union Name: _____
- Signature New York State Department of Labor: [Signature] Date: 12/16/2019

NYS Department of Labor
Apprentice Training



Apprentice Training Program Registration Agreement

Revision ☒

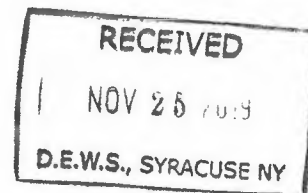
Nature of Change: Address Change Effective 12/1/2019

State Use Only	
AT Sponsor No.	51979
ATP Code	11-038
Effective Date of AT Program	10/12/2017

- Name of Sponsor: Empire State Merit Apprenticeship Alliance, Inc.
- Mailing Address: 6320 Fly Rd., Suite 210A East Syracuse New York 13057 Onondaga
(number & street) (city) (state) (zip code) (county)
- Actual Address: Same
(number & street) (city) (state) (zip code) (county)
- Telephone No.: 315-440-8989 Ext. _____ Fax No.: _____
- E-mail Address: pmhazer@meritalliance.org
- Trade/Occupation: Cement Finisher/Cement Mason
- No. Employees: 4 No. Apprentices: 3 No. Journeyworkers: 93 8. Ratio: 1:1; 1:4
- DOT Code: 844.364-010 10. Length of Program: 27 months
- Apprentice Probationary Period: 6.75 months 12. Work process: Standard ☒ or Revised ☐
- Minimum Journeyworker Rate: \$ 20.00 per hour 14. Effective Date of Wages: 12/31/2018

15. Apprentice wage progression for each period – in months (M) or hours (H)

1	2	3	4	5	6	7	8	9	10
M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>
H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>
1000	1000	2000	500						
\$13.00*	\$14.00*	\$15.00	\$16.00	*\$15 in NYC					



16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.

17. [Signature] 11/21/2018 - NA -
Signature of Official Sponsor Representative Date Signature of Union Representative Date

Print Name and Title Print Name, Title, and Union Name

19. [Signature] 12/16/2019
Signature New York State Department of Labor Date
NYS Department of Labor
Apprentice Training

DEC 05 2019

Approved Contingent
Upon Passing Probation



Apprentice Training Program Registration Agreement

Revision ☒

Nature of Change: Address Change Effective 12/1/2019

State Use Only

AT Sponsor No. 51979

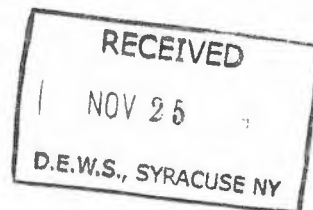
ATP Code 15-221

Effective Date
of AT Program 10/03/2017

1. Name of Sponsor: Empire State Merit Apprenticeship Alliance, Inc.
2. Mailing Address: 6320 Fly Rd., Suite 210A East Syracuse New York 13057 Onondaga
(number & street) (city) (state) (zip code) (county)
3. Actual Address: Same
(number & street) (city) (state) (zip code) (county)
4. Telephone No.: 315-440-8989 Ext. _____ Fax No.: _____
5. E-mail Address: pmhazer@meritalliance.org
6. Trade/Occupation: Iron Worker (outside)
7. No. Employees: 4 No. Apprentices: 2 No. Journeyworkers: 48 8. Ratio: 1:1; 1:4
9. DOT Code: 801.361-014 10. Length of Program: 36 months
11. Apprentice Probationary Period: 9 months 12. Work process: Standard ☐ or Revised ☐
13. Minimum Journeyworker Rate: \$ 20.00 per hour 14. Effective Date of Wages: 12/31/2018

15. Apprentice wage progression for each period – in months (M) or hours (H)

1	2	3	4	5	6	7	8	9	10
M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>
H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>
1000	1000	2000	2000						
\$13.00*	\$14.00*	\$15.00	\$16.00	*\$15 in NYC					



16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.

17. [Signature] 11/21/2019 18. -NA-
Signature of Official Sponsor Representative Date Signature of Union Representative Date

Print Name and Title

Print Name, Title, and Union Name

19. [Signature]
Signature New York State Department of Labor

12/16/2019
Date

NYS Department of Labor
Apprentice Training

Approved Contingent
Upon Passing Probation



APPROVED BY: Joseph Tartabini, Jr.
EFFECTIVE DATE: JANUARY 1, 2017
Purpose:

To state the commitment of the system to Equal Employment Opportunity.

Policy:

1. United Survey, Inc. is an equal opportunity employer. No person is unlawfully excluded from consideration for employment because of race, color, religious creed, national origin, ancestry, sex, age, veteran status, marital status or physical challenges.
2. The policy applies not only to recruitment and hiring practices, but also includes affirmative action in the area of placement, promotion, transfer, rate of pay and termination.
3. Executive, management and supervisory levels have the responsibility to further the implementation of this policy and ensure conformance by subordinates.
4. Any United Survey, Inc. employee who engages in discrimination will be subject to suspension or termination.
5. Any supervisory or managerial employee who knows of such behavior and fails to take immediate and appropriate corrective action will also be subject to disciplinary action.
6. Any individual who is the target of discrimination is encouraged to discuss the matter with the Department Director.
7. Any individual who feels such a discussion would be or has been futile, unsatisfactory or counterproductive should contact the Human Resources Department.
8. Human Resource staff, Gina Lehigh will be designated to investigate the claim. Please contact her at (440) 439-7250, or in person at 25145 Broadway Avenue, Oakwood Village, OH 44146
9. The accused individual may be suspended pending the outcome of the investigation.
10. Retaliation against claimants will not be tolerated.

United Survey, Inc. is proud to be an equal opportunity employer. We are committed to providing equal employment opportunities to you and all other persons without regard to race, creed, color, religion, national origin, sex, marital status, citizenship status, age, veteran status or disability.

Furthermore, we will not tolerate any form of discrimination or harassment of our employees by co-workers, supervisors, customers, or vendors. This commitment extends to our policies on recruiting, advertising, hiring, placement, promotion, training, transfer, wages, benefits, termination and all other privileges, terms and conditions of employment.

Certification Regarding Debarment And Suspension

- 1) As required by Federal Executive Order 12549, and prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Contractor certifies that it, and its principals:
- (a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, including any violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) above; and
 - (d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the Contractor is unable to certify to any of the statements in this paragraph, the Contractor shall attach an explanation to this certification.

Date: November 15, 2022


Signature

President

Title

United Survey, Inc.

Business Name

Certification Regarding Drug-Free Workplace Requirements Grantees Other Than Individuals

This certification is required by regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988, 41 U.S.C. § 701 et seq. See 48 C.F.R. Subpart 23.5.

The Contractor certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and,
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

Date: November 15, 2022


Signature

President

Title

United Survey, Inc.

Business Name

Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date: November 15, 2022


Signature

President

Title

United Survey, Inc.

Business Name

NOTE: If Disclosure Forms are required, please contact: Mr. Will Sexton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington, D.C. 20201-0001

WAIVER OF IMMUNITY CERTIFICATION

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

(CORPORATE SEAL)
(If bid is by a Corporation)

By:


Contractor's Signature

United Survey, Inc.

Business Name

Name:

Joseph Tartabini, Jr.

Date:

November 15, 2022

Typed or Printed Name

Title:

President

UNIFORM CERTIFICATE OF ACKNOWLEDGEMENT

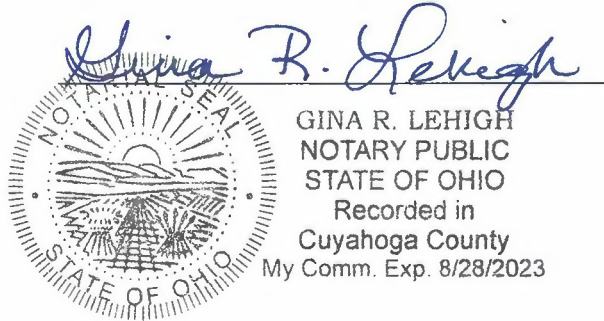
STATE OF ~~NEW YORK~~) Ohio

: ss

COUNTY OF Cuyahoga

2022

On the 15th day of November, in the year 2022, before me, the undersigned, personally appeared Joseph Tartabini, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/~~she/they~~ execute the same in his/~~her/their~~ capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



PRIME CONTRACTOR AFFIDAVIT

- According to the best of my knowledge, I certify that all the following statements are true and accurate and are made under penalty of perjury. I agree to comply with Executive order 11246, New York State Article 15-A of the Executive Law, and Erie County Local Law Nos. 1 & 5 to achieve Minority and Women Business Enterprise goals assigned to this contract.
- I understand that only Erie County/City of Buffalo certified MBE & WBE owned and operated business enterprises will be credited towards fulfillment of the MBE & WBE utilization goals on this construction project.
- I will make every good faith effort to meet the MBE/WBE utilization goals in which contained in the contract.
- I affirm that I have no direct or indirect control over any MBE/WBE which I propose to use in fulfillment of the MBE/WBE utilization goals of this contract.
- I understand that I will not meet the MBE/WBE goal through arrangements with minority/female individuals of firms, which are not certified as participating minority business enterprises or women business enterprises.
- I understand and acknowledge that I will not perform any services and functions to such an extent that the MBE/WBE owner/operator does not manage and control its company
- I will only utilize MBE & WBE subcontractors and/or suppliers who are certified with Erie County/City of Buffalo.
- I understand that I am responsible for ensuring that MBE & WBE firms are utilized in order to further utilization goals. I understand that failure to utilize MBE & WBE firms are represented herein, will constitute a material breach of contract.
- The MBE/WBE firm will perform all the work and/or supply all the material covered under the prime contractor and subcontractor agreement. If change occurs, it is the prime contractor's responsibility to notify Erie County-EEO Office within 2 weeks.
- I understand that I will not withhold any payments that I agree on with MBE & WBE upon completion of the project.
- I understand that any misrepresentation of fact in this affidavit may lead to criminal prosecution under State and Federal law.
- The percentage (%) of MBE utilization goals for this contract is 10%
- The percentage (%) of WBE utilization goals for this contract is 2%.

November 15, 2022 United Survey, Inc.

Date

Name of Company

25145 Broadway Avenue, Oakwood Village, OH 44146

Address

440-439-7250

Telephone No.

Authorized Signature

Sworn to me this 15th day of November 20 22

Gina R. Lehigh

(Signature of Notary)

P - 6



GINA R. LEHIGH
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Cuyahoga County
My Comm. Exp. 8/28/2023

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ADDITIONAL INSTRUCTION TO BIDDERS

ADDITIONAL INSTRUCTION TO BIDDERS

COUNTY OF ERIE E.E.O AFFIRMATIVE ACTION PLAN

EQUAL EMPLOYMENT OPPORTUNITY

In the performance of work under Erie County Contracts or any subcontract, no Contractor, subcontractor, nor any person acting on behalf of such Contractor, or subcontractor, in their employment practices, shall by reason of race, color, national origin, sex, age, religion, marital status, or disability discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates. Reference Title VI of the Civil Rights Act of 1964 (43 USC 200d).

Executive Order 11246, 30 Federal Regulation 12319 (1965) (Equal Opportunity Clause)

During the performance of Erie County contracts, the Contractor agrees:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, age, relation, marital status, or disability. The Contractor will take affirmative action to ensure the applicants are employed and employees are treated during employment, without regard to their race, color, national origin, sex, age, religion, marital status or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Contractor agrees to appoint an Equal Employment Opportunity (EEO) officer whose function will be to assure that said Contractor participates fully and effectively in the County or Erie Affirmative Action Program in compliance with the requirements of the County of Erie Contract.

C. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the EEO officer setting forth the provisions of this non-discrimination clause.

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

E. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the organization EEO officer, advising the labor union or workers' representative of the Contractor's commitment under Executive Order No. 11246 on September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

F. The Contractor will file, by the fifteenth day of each month with the EEO Office and the Contracting Agency, a monthly manpower utilization report of his work force on the Erie County project for the preceding month, broken down by racial groups, craft status, and job classification and including (a) the number of minority workers he has secured and (b) the type of On-the-Job Training he has provided on the Erie County project, the classification of said minority participants (apprentices, journeymen, and trainees), the specific crafts in which they have received training, and the number of hours they have worked.

G. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and all relevant rules, regulations, and orders of an Erie County Contract and the Erie County Affirmative Action Program.

H. In the event the Contractor's non-compliance with the nondiscrimination clauses of an Erie County Contract or with any such rules, regulations, or orders that contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Erie County contracts in accordance with the procedures authorized in Executive Order No. 11246 or as otherwise provided by law.

I. The Contractor will include the provisions of paragraphs A through I in every subcontract or purchase order unless specifically exempted by the rules, regulations, or orders, of an Erie County contractual agreement, so that such provisions will be binding upon each subcontractor or vendor.

The Contractor will take such action with respect to any subcontractor or purchase order as the Contracting Agency may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event that Contractor becomes involved in, or is threatened with litigation with any subcontractor or vendor as a result of such direction by the Contracting Agency, the Contractor may request the County of Erie to enter into such litigations to protect the interests of the County of Erie.

MONITORING:

The EEO Office has the responsibility of administering the Monitoring Program for the County of Erie and its Affirmative Action Program. During the monitoring of an organization, the EEO Office shall receive the full cooperation of the Contracting Agency in dealing with organizations needing remedial actions.

The objective of the County of Erie's Monitoring Program is a systematic review, by the EEO Office, of the Contractor's performance in meeting the goals of minority utilization at each level of his work force. There will be two basic results from the County of Erie's monitoring process:

1. Acceptable achievement or progress, according to this program for construction contracts on County of Erie projects, toward the County of Erie's goal of 13.2 minority manpower utilization, and in addition, the County of Erie's goal for the utilization of women in the area of construction shall be in accordance with the U.S. Department of Labor's goals and timetable, with the contract remaining intact.

U.S. Department of Labor – Office of Federal Contract Compliance
GOALS FOR WOMEN IN THE AREA OF CONSTRUCTION:
Goals and Timetables

From April 1, 1978 until March 31, 1979 3.1%

From April 1, 1979 until March 31, 1980 5.1%

From April 1, 1980 6.9%

2. Insufficient progress toward goals according to the program; if an organization is found to be unwilling to correct deficiencies after a recommended non-compliance investigation, the County of Erie may:

- A. Summon the Contractor to a hearing.
- B. Withhold progress payments in part or in full.
- C. Cancel the Contract.
- D. Bar the award of future contracts until the Contractor can demonstrate that he will comply.

The County of Erie's Monitoring Program will consist of both Off-Site and On-Site monitoring.

Off-Site monitoring program shall consist of Monthly Employment Utilization reports, submitted via LCPTracker. Due to the regular turnover of the work force of a construction Contractor and because of Federal Compliance reporting requirements, all Contractors and subcontractors must submit these monthly reports to the Erie County EEO Office and the Contracting Agency. These reports will state an employee's EEO identification trade, classification, hours worked, and the percentage of completion for each County of Erie project for each reporting month.

On-Site monitoring, for the purpose of verifying these monthly reports, will be dependent on but not limited to:

- 1. The compliance status of each Contractor for each County of Erie construction project.
- 2. Length of the contract, subcontract, or grant and its percentage of completion.
- 3. Size of the labor force of the organization.
- 4. Degree of employment opportunity the County of Erie contract, subcontract, or grant will offer to minority workers.
- 5. Past record of affirmative action achievement of the organization.

6. Past record of affirmative action compliance performance under the EEO Office.

The EEO Office will have an ongoing Master File, dealing with each Contractor or subcontractor for each County of Erie construction project participated in for reference of the past performance of each Contractor.

In the event any deficiencies are found during an Off-Site or On-Site analysis, organization officials shall receive a summary of these deficiencies and the audits made for each reporting month. Any violations found will be fully explained and discussed with the Contractor or subcontractor. During discussions with the EEO Office and the Contracting Agency, alternative solutions to particular problems will be explored. At this time, attempts will be made to obtain the Contractor's agreements to take action by specified dates and a duplicate copy of the agreement will be sent to the Contractor or subcontractor.

COUNTY OF ERIE
LOCAL LAW INTRO NO. 3 - 2018

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

BE IT ENACTED BY THE ERIE COUNTY LEGISLATURE AS FOLLOWS:

Section 1. Legislative Intent.

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

- A. New York Labor Law Section 816-b specifically authorizes this Local Law.
- B. There has been a long and productive history of partnership between labor and management in the training of workers in New York State.
- C. New York State Certified Worker Training Programs are valuable educational and training tools for the local workforce by reducing reliance on out-of-area labor for construction projects.
- D. New York State Certified Worker Training Programs provide opportunities to residents in this area through training and education for skilled jobs.
- E. These skilled jobs allow us to reinvest our taxpayer dollars spent on local construction projects so that local workers and local tax dollars remain within the local community.
- F. It would be valuable to encourage labor and business/industry to participate in New York State Certified Worker Training Programs to meet the increased need for trade persons while providing residents the means to earn a better living and fostering the local and regional economies.
- G. It is valuable for local government to encourage broad participation in such New York State Certified Worker Training Programs by the residents of Erie County and to foster the equal opportunity of men and women of all races and backgrounds to participate in order to enhance workforce development and diversification, and to prevent exclusionary practices which have historically excluded women and minorities.
- H. The New York State Department of Labor sets objective standards and provides oversight for New York State Certified Worker Training Programs. These Programs are important because they require on-the-job training and classroom training, and provide objective industry standards. In effect these programs lead to a standardized, cost effective and skilled local workforce.
- I. Nothing in this Local Law should be read to abrogate the duty of Erie County with respect to its MBE/WBE requirements.

Section 2. Short Title.

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

Section 3. Definitions.

- A. "New York State Certified Worker Training Program" shall mean: a state registered and regulated apprenticeship program through the New York State Department of Labor that has been approved by the New York State Commissioner of Labor in accordance with Article 23 of the New York Labor Law, that includes the following standards:
- i. An organized, written plan in place that embodies the terms and conditions of employment, and the training and supervision of one or more workers;
 - ii. A schedule of wages to be paid to the worker consistent with the skills required and approved by the New York State Department of Labor;
 - iii. Equal opportunity and affirmative action plans;
 - iv. Workforce development and diversification goals to ensure that the contractor will diligently work toward a minority workforce goal of 30% minority and female participation combined in project personnel including trades people, trainees, journeymen, apprentices and supervisory staff;
 - v. A minimum of ten percent (10%) of the total construction workers. Trades people, trainees, journeymen, and apprentices employed at any given time on a particular project by any and all contractors or subcontractors must be consist of persons participating in a New York State Certified Worker Training Program.
 - vi. In all cases, such Certified Apprenticeship Training Program must be specific to the type and scope of work which is being performed and must have a graduation rate of at least thirty percent (30%) as determined by the New York State Department of Labor.
- B. "Commissioner" shall mean the Commissioner of the Erie County Department of Public Works.
- C. "Construction contract" shall mean projects with a value in excess of \$250,000 where Erie County is a direct or indirect party to the contract which includes more than an incidental amount of construction type activity intended to benefit the public, including all work which is necessary, incidental or connected with the execution of the contract which is performed by construction workers. A public entity need not be party to the construction contract. A construction contract includes: projects that Erie County funds directly, projects that Erie County funds indirectly by providing funds to a separate entity to perform the construction type activity; privately financed construction projects specifically built with the intent of leasing them to any Department of Erie County government; and construction projects built under Erie County's direction and later paid for with Erie County funds.

- D. "Construction subcontract" shall mean any subcontract between a contractor who has a construction contract as defined in Section 3, subdivision C above.
- E. "Contractor" or "subcontractor" shall mean a contractor or subcontractor that directly employs construction workers, as defined below, under a construction contract or construction subcontract, as defined herein, for which a New York State Certified Worker Training Program is required.
- F. "Construction worker" shall mean an individual directly involved in the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition or otherwise providing for any building, facility, roads, highways, bridges, or physical structure of any kind, but does not include professional services employees or those construction workers for which a New York State Certified Worker Training Program does not exist.

Section 4. Requirements.

- A. Any contractor, prior to entering into a construction contract as set forth in section 3 (C) above, or any subcontractor entering into a construction subcontract with a contractor who has a construction contract with the County of Erie is required to have in place and provide written proof of same at the time of bid a New York State Certified Worker Training Program, either internally to the contractor or subcontractor and/or through an organization servicing several contractors or subcontractors, appropriate for the type and scope of work to be performed.
- B. Any contractor or subcontractor, as defined herein, shall strive to meet the minimum workforce development and diversification goals set forth in section 3(A) (iv) above. Such contractors and/or subcontractors shall provide the Commissioner or designated compliance officer with the following:
 - i. A monthly workforce census and such other employment and/or payroll records necessary to verify an attempt to achieve the workforce development and diversification goals set forth in Section 3(A)(iv) above.
 - ii. Access to and cooperation with the project compliance officer to review records on-site and/or at worksite premises to validate attempts to achieve the workforce development and diversification goals set forth in Section 3(A)(iv) above.
 - iii. With bid submission, a statement committing to providing apprenticeship training opportunities to workers, as well as details of workforce diversification recruiting program directed at attracting candidates to fill positions to meet the minimum workforce development and diversification goals set forth in Section 3(A)(iv) above.

Section 5. Rules & Regulations.

As of the date this Local Law becomes effective, the Commissioner of the Erie County Department of Public Works shall promulgate such rules and regulations that are lawful, necessary and appropriate to implement, enforce or otherwise carry out the purposes of this

Local Law, provided that the Legislature, by simple majority, has not voted to disapprove such rule or regulation within sixty (60) days from the Commissioner's written notice to the Legislature that such rule or regulation has been promulgated.

Section 6. Equal Employment Monitoring.

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

The Monitor shall monitor and review every facet of construction to report what percentage of the goals that are established for minority and female participation are met or exceeded. The Monitor shall report to the Equal Employment Opportunity Office on the compliance of each contractor and subcontractor with the workforce development and diversification goals.

The Monitor shall file monthly reports with the Equal Employment Opportunity Office regarding the actual workforce development and diversification goals, including reporting all instances of non-compliance; make appropriate recommendations to the Equal Employment Opportunity Office when non-compliance is evident with supportive documentation; develop a database of the workforce of each contractor and subcontractor to provide a visual format of each contractor's workforce, both monthly and year-to-date cumulative totals on each construction contract.

Section 7. Compliance.

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

Section 8. Penalties.

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

Section 9. Severability.

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

section or part of this Local Law or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such judgment or order shall be rendered.

Section 10. Applicability.

This Local Law shall apply to construction contracts advertised for bids on or after the effective date with the following condition:

Apprenticeship agreements currently in place as of the effective date of this Local Law which are still in probationary status or apprenticeship agreements which were in probationary status during the period preceding the specific trade's program length as set forth in the New York State Prevailing Wage Schedule, shall be exempt from the 30% apprenticeship graduation requirement specified in Section 3 (A) (vi) for the period measured from the date the apprenticeship program is registered with the New York State Department of Labor plus the specific trade's program length plus two years.

Section 11. Effective Dates.

This Local Law shall take effect 30 days after the filing with the Secretary of State, in accordance with Section 27 of the New York State Municipal Home Rule Law.

SPONSORS: PATRICK BURKE

APRIL N.M. BASKIN

JOHN BRUSSO

**RULES AND REGULATIONS ADOPTED BY THE
ERIE COUNTY COMMISSIONER OF THE DEPARTMENT OF PUBLIC WORKS
REGARDING:
COUNTY OF ERIE
LOCAL LAW NO. 3-2018**

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

Pursuant to Section 5 of Erie County Local Law No. 3-2018, "the Commissioner of the Erie County Department of Public Works shall promulgate such rules and regulations that are lawful, necessary and appropriate to implement, enforce or otherwise carry out the purposes of this Local Law..." Such rules and regulations are as follows:

1. Definitions.

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

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

"Commissioner" – Erie County Commissioner of Public Works

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

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

"Local Law" – Erie County Local Law 3-2018

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

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

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

"Project" – the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition or otherwise of any building, facility, roads, highways, bridges,

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

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

"Subcontractor" – A subcontractor to a Prime Contractor.

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

2. Rules and Regulations.

- A. Each Contracting Agency shall include in its bid specifications provisions for the implementation of the Local Law and these Rules. Bids shall demonstrate a Bidder's ability to comply with the Local Law and these Rules and in the event that Bidder is a successful Prime Contractor on a Construction Contract.
- B. Bidder shall submit as part of the Bid a copy of the certification of approval of the NYSCATP by the New York State Department of Labor which will be used by the Bidder in connection with the Construction Contract. Such NYSCATP shall be a NYSCATP registered by the NYS Commissioner of Labor which will be utilized by the Bidder on the Construction Contract by the Bidder as a Prime Contractor or by the Bidder's Subcontractor(s).
- C. As part of its' Bid, Bidder shall provide a written plan demonstrating how apprentices will be utilized by the Bidder as Prime Contractor or by Subcontractor(s) to the Bidder as Prime Contractor. Such plan shall include at a minimum, but not be limited to the following:
 - i. An organized, written plan in place that embodies the terms and conditions of employment, training and supervision of one or more apprentices;
 - ii. A schedule of wages to be paid to the apprentices consistent with the skills required and approved by the New York State Department of Labor;
 - iii. Equal employment opportunity and affirmative action plans.
 - iv. Demonstration that ten percent (10%) of the Workforce of the Prime Contractor (inclusive of the workforce utilized by any Subcontractor(s) to the Bidder) shall consist of persons participating in New York State Certified Apprentice Training Programs.
- D. In the alternative Bidder may provide a statement as to the inapplicability of apprenticeship participation on the Prime Contract and the related subcontracts due to the lack of career opportunities in NYSCATP approved by New York State Department of Labor Commissioner or that the magnitude of the Construction Contract would make use of apprentices impracticable. In the event that Bidder provides a statement that there

is a lack of such career opportunities or the use of apprentices on the Construction Contract is impracticable, said Bidder may not be deemed non-responsive by virtue of the submission of such a statement, as determined by the Monitoring Agency. Applicability of this section will be viewed within the total Workforce of each Prime Contract and not as a function of each subcontract of the Construction Contract as a whole.

- E. As part of its' Bid, Bidder shall provide affirmation of its commitment toward acceptable achievement or progress towards the County of Erie workforce development and diversification goal in all construction contracts of thirty percent (30%) minority and female participation combined in project personnel including trades people, trainees, journeymen, apprentices and supervisory staff.
- F. Contracting Agency may determine prior to the advertisement of bids for the Project or prior to the award of Bids that the nature of the Construction Contract does not provide an adequate opportunity for the use of NYSCATP for such reasons including, but not limited to, that:
 - i. 75% or more of the value of the Construction Contract involves material, equipment and/or supplies; or
 - ii. There is a lack of NYSCATP approved by the Department of Labor for at least 75% of the work hours anticipated to be spent on construction-type activity involved in the Construction Contract; or
 - iii. The Construction Contract is in response to an emergency condition; or
 - iv. The Project is estimated to cost less than \$250,000 or the Bid amount is less than \$250,000; or
 - v. None of the bids received were from Bidders who had an NYSTACP
- G. All Bids shall be reviewed by the Monitoring Agency within 10 business days of delivery of the Bids by the Contracting Agency to the Monitoring Agency. A Contracting Agency shall not reject any Bid as being non-responsive to the requirements of the Local Law and these Rules, unless the Monitoring Agency, within 10 business days of receipt of Bids from the Contracting Agency, provides the Contracting Agency with a written report recommending non-responsiveness of the Bidder and the reasons therefore. Determination of a Bidder's compliance with the Local Law and these Rules shall be the responsibility of the Monitoring Agency.
- H. The Contracting Agency is permitted to require within the Bid specifications for a Project, a reasonable fee for the Prime Contractor to hire an independent monitor to review and report on the diversification goals of the Local Law

3. Effect

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

APPRENTICESHIP UTILIZATION
CERTIFICATION FOR FINAL PAYMENT

STATE OF NEW YORK

COUNTY OF ERIE

_____ being duly sworn, deposes and says that he is the Contractor for the work associated with _____

_____ for the COUNTY OF ERIE, the Owner; and says that he is the _____

_____, the contracting company.

Deponent certifies that in accordance with Erie County Local Law 3-2018, _____% is the final percentage of persons participating in an apprenticeship program that the undersigned employed in the performance of this Contract.

Deponent further states that he has read the above statement and knows the content thereof, and that the same is true of his own knowledge.

(Name of Contractor)

“CORPORATE
SEAL”

By _____

Sworn to before me this

_____ day of _____, 2021.

Notary Public or Commissioner of Deeds

NOTE: This form shall be executed in triplicate.

COUNTY OF ERIE
LOCAL LAW NO. 2
2021

A LOCAL LAW updating and reforming Erie County's Requirements for Lowest Responsible Bidding on County Construction Projects and Repealing and Replacing Local Law 1-2009 in its entirety.

BE IT ENACTED BY THE ERIE COUNTY LEGISLATURE AS FOLLOWS:

Section 1. Legislative Intent.

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

- A. New York General Municipal Law Section 103 requires that all contracts entered into by the County of Erie for public work involving an expenditure of more than thirty-five thousand dollars (\$35,000) shall be awarded to the lowest responsible bidder.
- B. Taxpayers have a strong interest in an effective screening process to ensure that appropriate contractors be awarded public works contracts. A thorough evaluation process ensures that the taxpayers get a proper return on their investment and that qualified contractors are awarded bids.
- C. General Municipal Law§ 103(15)(a) recognizes the need for this process and provides that municipalities, such as the County of Erie, may establish guidelines governing the qualifications of bidders seeking to bid or enter into such contracts.
- D. By enacting this Local Law, the County of Erie seeks to establish such guidelines in order to assure the prudent and economical use of public moneys for the benefit of all the inhabitants of the County.

Section 2. Short Title.

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

Section 3. Applicability.

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

Section 4. Definitions.

- A. "The County of Erie" or "County" as used herein shall include the political subdivision known as the County of Erie as well as those County Departments responsible for letting public works contracts.
- B. "Bidder" or "bidders" as used herein shall include individuals, companies, partnerships or other entities that respond to requests for bids issued by the County of Erie.

C. "Construction Projects" as used herein shall mean projects with a value in excess of \$35,000 where the County of Erie is a direct or indirect party to the contract which includes more than an incidental amount of construction type activity intended to benefit the public, including all work which is necessary, incidental or connected with the execution of the contract which is performed by construction workers. A public entity need not be party to the construction contract. A construction contract includes: projects that the County of Erie funds directly, projects that the County of Erie funds indirectly by providing funds to a separate entity to perform the construction type activity; privately financed construction projects specifically built with the intent of leasing them to any Department of the County of Erie government; and construction projects built under the County of Erie's direction and later paid for with County of Erie funds.

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

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

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

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

Section 5. Requirements.

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

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

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

Section 6. Procedure.

- A. Bids for construction projects to which this Local Law applies shall be advertised in accordance with the requirements of the General Municipal Law and other applicable State and Local Laws. Such advertisement shall set forth the request for bids and shall set forth the deadline for submission and the time and place of the public opening of the bids.
- B. The Commissioner, or his or her designee, shall distribute to all bidders a copy of this Local Law and the Responsibility Questionnaire referenced above. Distribution of the aforementioned documents shall be deemed effectuated when delivered in the same manner as the request for bids and any associated documents. The submission of a bid shall establish that the bidder received all necessary documents, including but not limited to, the Responsibility Questionnaire.
- C. Only Bids accompanied by the Responsibility Questionnaire and all other necessary documentation will be considered by the Commissioner and or his or her designee.
- D. All bids received shall be publicly opened and read at the time and place so specified in the advertisement for bids and the identity of all bidders shall be publicly disclosed at the time and place so specified. The apparent lowest bidder shall be announced at that time.
- E. Commencing on the date of the bid opening and lasting for ten (10) calendar days thereafter, there shall be a public comment period during which members of the public may submit information relative to any such bidder to the Commissioner. The Commissioner shall acknowledge receipt of such information, and provide a written response prior to the final determination of bidder responsibility.
- F. After review of the bid documents, the information collected pursuant to this and other Local Laws, New York State Law, applicable rules and regulations, consideration of the information provided in the Responsibility Questionnaire and of the financial ability, legal capacity, integrity, past performance of the bidder and compliance with applicable laws and regulations, the Commissioner shall determine if the apparent lowest bidder is responsible.
- H. If the amount of the lowest responsible bidder appears disproportionately low when compared with estimates undertaken by or on behalf of the County of Erie, and/or compared to other bids submitted (10% or greater disparity), the County reserves the right to inquire further of the apparent lowest bidder to determine whether the bid contains mathematical errors, omissions and/or erroneous assumptions, and whether the apparent lowest bidder has the capability to perform and complete the contract for the bid amount.
- I. If the apparent lowest bidder is deemed responsible by the Commissioner, such low bidder will be notified, as soon as is practicable.
- J. At least five (5) business days prior to the award of the contract to the low bidder, the Commissioner shall post on the Erie County Website a listing of the three apparent lowest bidders for the work.

Section 7. Non-Responsibility Determination.

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

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

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

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

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

Section 8. Ongoing Responsibility.

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

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

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

Section 9. Sanctions.

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

Section 10. Emergency.

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

Section 11. Severability.

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

Section 12. Effective Date.

This Local Law shall take effect 30 days after the filing with the Secretary of State, in accordance with Section 27 of the New York State Municipal Home Rule Law.

Sponsors:

Timothy Meyers
April N.M. Baskin
Howard Johnson

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 existing 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 inconvenient 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 i5 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 3/4" 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

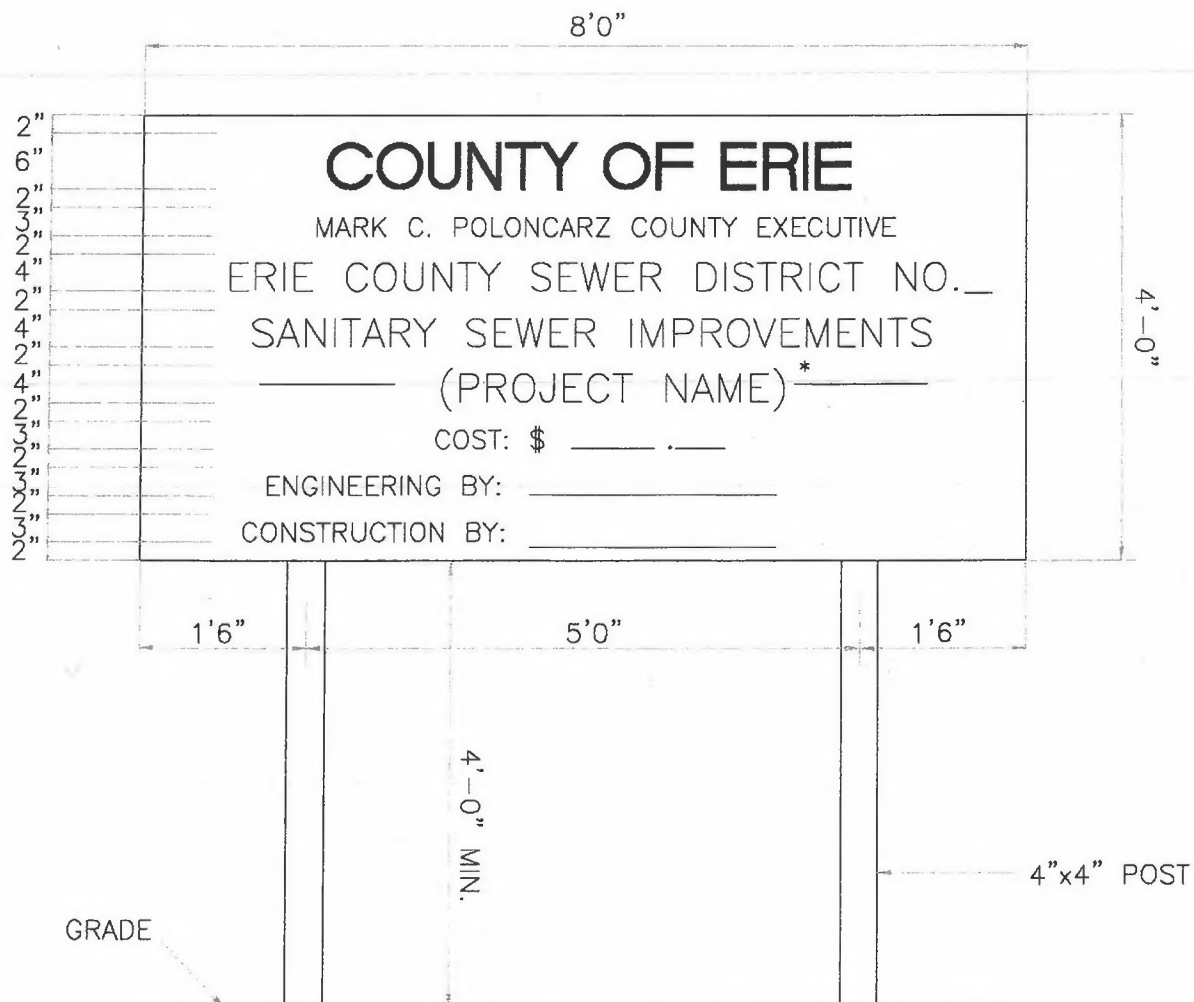
The Contractor or the General Contractor in the case of more than one Contract, shall provide and maintain at the site a project sign conforming to the following:

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.



* PROJECT NAME TO BE NOTED BY COUNTY

BLACK LETTERS
ON WHITE BACKGROUND

PROJECT SIGN

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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.

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.

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.

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 al 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.

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 of 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, of 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 demolition 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 or 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

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).

II. SPECIAL EASEMENT CONIDITIONS

Bidders are hereby advised that special easement conditions may apply for individual Work Orders. Costs associated with fulfilling these conditions may be compensated under the contingency item as applicable.

DIVISION 1

SECTION 01010 – WORK UNDER THIS CONTRACT

PART I – GENERAL DESCRIPTION OF WORK

1.01 LOCATION OF WORK

A. The contract is located in Erie County, New York within Erie County Sewer District Nos. 1, 2, 3, 4, 5, 6, and 8. All work shall be performed within existing easements and public highway right-of ways.

1.02 SCOPE OF WORK

A. The work includes cured-in-place pipe lining and associated/appurtenant services for existing 8-inch, 10-inch, 12-inch, 15-inch, 18-inch, 21-inch, 24-inch diameter sanitary and storm sewers; spot repairs that may be required at unknown locations to remove or repair obstructions to allow the cured-in-place pipe lining; re-establishment of all active lateral connections; bypass pumping of existing sewer flows; maintenance and protection of traffic; all access to existing manholes to perform the work including manholes located in roadways, roadway shoulders, sidewalks, driveways, lawns, and backlot locations as required, all necessary restoration and all other related work as indicated in the Contract Documents and Specifications.

B. Quantities provided in the Proposal section are anticipated quantities for the purpose of determining a low bidder. Actual quantities assigned can vary. Work will be conducted on an assigned Work Order basis over the term of this Contract as described in the following section.

1.03 WORK ORDERS

A. Individual work orders will be issued for a minimum anticipated cost of work of one hundred thousand dollars (\$100,000) based on bid unit prices. Each Work Order will include a description of the location, size, and estimated length of sewers to be lined.

B. The entire Work Order shall be completed within 120 days of the notice to proceed date stated in the Work Order. If the completion date of the Work Order extends beyond the time of this Contract, the terms of this Contract shall be extended to the completion of the Work Order.

C. Work Orders will be assigned to a Contractor and issued at the discretion of the Owner based on the following:

1. Individual Erie County Sewer District needs, priorities, and available funding.
2. Contractor availability/workload. A Contractor's failure to make progress or completed outstanding work orders may prevent additional work orders from being issued.
3. Contractor performance.
4. Contractor compliance with Local Laws, Contract Requirements, and adherence to Health and Safety Plans.

SECTION 01010

1.04 SITE SAFETY

A. The Contractor shall operate in strict accordance with all applicable OSHA standards and regulations, and the Contractor's site-specific health and safety plan. The Contractor is responsible for on-site safety and all the equipment/supervision necessary for full compliance. The Contractor's particular attention is drawn to those safety requirements involving entry into a confined space. Prior to entering manholes to perform sewer rehabilitation work, the Contractor shall evaluate the atmosphere in and near the sewer to determine the presence of toxic or flammable vapors and shall ventilate the rehabilitation work area as necessary to render it safe.

PART II – PRODUCTS – NOT USED

PART III – EXECUTION

3.01 GENERAL

A. The Contractor shall furnish all labor, tools, materials, equipment, supervision and incidentals and shall do all work as issued on the Work Orders and as described in the Contract Documents, 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 County may provide previous CCTV inspection reports or as-built drawings, if available, as supplements to Work Orders. These will be for informational use only and will not be a substitute for the Contractor's proper investigation of existing site conditions.

D. The work shall include collecting pre-construction photos and/or videos of the jobsite for each work order. A copy of the pre-construction photos shall be provided to the Engineer via exchanges of a memory card, hard drive, USB drive, or via a file-sharing website.

E. The Contractor will be required to provide written homeowner notifications to impacted property owners at minimum 48 hours in advance of the work / prior to mobilization to the jobsite.

F. 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 NOS. 1A THROUGH 1G – 8-INCH TO 24-INCH DIAMETER CURED-IN-PLACE PIPE LINING

BID ITEM NO. 1A –	CURED IN PLACE PIPE LINING – 8-INCH DIAMETER
BID ITEM NO. 1B –	CURED IN PLACE PIPE LINING – 10-INCH DIAMETER
BID ITEM NO. 1C –	CURED IN PLACE PIPE LINING – 12-INCH DIAMETER
BID ITEM NO. 1D –	CURED IN PLACE PIPE LINING – 15-INCH DIAMETER
BID ITEM NO. 1E –	CURED IN PLACE PIPE LINING – 18-INCH DIAMETER
BID ITEM NO. 1F –	CURED IN PLACE PIPE LINING – 21-INCH DIAMETER
BID ITEM NO. 1G –	CURED IN PLACE PIPE LINING – 24-INCH DIAMETER

1.01 SCOPE OF WORK

A. The Contractor shall furnish all labor, tools, materials, equipment, supervision and incidentals required to rehabilitate existing 8-inch, 10-inch, 12-inch, 15-inch, 18-inch, 21-inch, and 24-inch diameter gravity sanitary sewer lines, manhole to manhole (total length), using cured-in-place pipe (CIPP) lining methods at the locations noted in authorized written Work Orders.

- B. The Work under this Item includes, but is not limited to, the following:
1. Reviewing existing data provided by Owner to determine the Contractor's ability to complete CIPP lining on the proposed section.
 2. Protection of existing utilities.
 3. Protection of traffic.
 4. Required permits and fees.
 5. Mobilization/demobilization to/from locations specified in the Work Orders.
 6. All access to existing manholes and sewerlines as required to perform the work.
 7. Bulkheading and plugging of sewers, bypass piping, and bypass pumping systems.
 8. Initial cleaning of sanitary sewers, including removal and proper disposal of sediment, root intrusions, and debris.
 9. Internal video inspection of cleaned sanitary sewers, including preparation of video logs and recording location of all sanitary sewer lateral connections, pipe defects, and blockages prior to lining work.
 10. Review of video and video logs and preparation of a report by Contractor to identify and document any necessary spot repairs or other defects that would inhibit proper lining of a sewer line section. Submit all video along with a report detailing any defect findings and recommendations to repair corresponding defects in writing for County review and approval prior to proceeding with lining work.

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11. Perform any remaining cleaning or preparation required including sediment removal, removal of root intrusions, protruding lateral cutting, or removal of mineral deposit buildup.
12. Furnishing, installing, curing, and testing new pipe liners.
13. Air testing of liners, where requested by the Engineer.
14. Final video inspection of lined sanitary sewers after reinstatement of lateral connections.
15. All necessary cleaning and flushing of new cured-in-place pipe.
16. Furnishing of water for flushing, liner curing, and other operations and proper disposal of used water upon completion of work.
17. All other work items included in the Contract Documents necessary to complete the project as a whole and which is not specifically included under the other Items of the Contract shall be included under this Item.

Reinstating of active sanitary sewer lateral connections shall be measured and paid under Item 2 of this Contract. Grouting of lateral connections or mainline pipe joints, where directed and approved by the Engineer, shall be measured and paid under Bid Item No. 3 of this Contract.

Sewer lines determined by the Engineer, after review of Contractor's initial video and recommendations, to require too many repairs or to otherwise not be suitable for lining will be removed from the lining list prior to Contractor ordering materials, and work completed will be paid for under Bid Item No. 5.

1.02 MEASUREMENT AND PAYMENT – BID ITEM NOS. 1A THROUGH 1G

A. Measurement for payment shall be the linear footage of the alignment of finished work measured at grade from the center of manhole to center of manhole over the rehabilitated pipe, as directed and approved by the Engineer for payment.

B. Payment will be calculated as the product of the Scheduled Payment Item and the quantity of work completed (as approved by the Engineer) and shall constitute full payment for all work completed under this Item.

C. Payment shall be made incrementally with the following percentages applied to the amount calculated in paragraph 1.02.B at the approved completion of the corresponding tasks as follows:

- a. 25% - initial field investigation, sewerline cleaning, and submittal of pre-lining video, report, recommendations, and written confirmation that the pipe segment is suitable for CIPP lining.
- b. 50% - completion of liner installation and reinstatement of lateral connections.
- c. 15% - submittal of post-lining video.
- d. 10% - submittal of acceptable liner sample material testing results.

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PART II – BID ITEM NO. 2 – REINSTATE LATERAL CONNECTIONS TO NEW CURED-IN-PLACE PIPE LINER

2.01 SCOPE OF WORK

A. The Contractor shall furnish all labor, tools, materials, equipment, supervision and incidentals required to reinstate active sanitary sewer lateral connections to the new cured-in-place pipe liner.

B. The Work under this Item includes, but is not limited to, the following:

1. Mobilization/demobilization.
2. Protection of existing utilities.
3. Protection of traffic.
4. Required permits and fees.
5. Bulkheading and plugging of sewers, bypass piping, and bypass pumping systems not necessary under other Items.
6. Cleaning as necessary for proper reinstatement of active lateral connections.
7. Establishing a smooth edge for sanitary sewer lateral reconnections with wire wheeled brushes or other approved method.
8. All other associated/appurtenant services required to complete the work under this Item.

2.02 MEASUREMENT AND PAYMENT – BID ITEM NO. 2

A. Measurement for payment shall be the actual number of active sanitary sewer lateral connections successfully reinstated in the locations where a new cured-in-place liner has been installed, as directed by the Engineer and approved by the Engineer for payment.

B. Payment will be calculated as the product of the Scheduled Payment Item and the quantity of work completed (as approved by the Engineer) and shall constitute full payment for all work completed under this Item.

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PART III – BID ITEM NO. 3A THROUGH 3E – SEALING AND GROUTING

BID ITEM NO. 3A –	LATERAL GROUTING
BID ITEM NO. 3B –	MAINLINE PIPE JOINT GROUTING
BID ITEM NO. 3C –	LATERAL CONNECTION LINER
BID ITEM NO. 3D –	MANHOLE TERMINATION SEALING
BID ITEM NO. 3E –	MANHOLE BENCHMARK MODIFICATIONS

3.01 SCOPE OF WORK

A. The Contractor shall furnish all labor, tools, materials, equipment, supervision and incidentals required to perform various grouting and sealing tasks including: Lateral Grouting, Mainline Pipe Joint Grouting, Lateral Connection Liner, Manhole Termination Sealing, and Manhole Benchmark as specifically directed in authorized written Work Orders or as otherwise approved in writing by the Engineer.

B. The Work under these Sub- Items includes, but is not limited to, the following:

1. Mobilization/demobilization.
2. Protection of existing utilities.
3. Protection of traffic.
4. Required permits and fees.
5. Bulkheading and plugging of sewers, bypass piping, and bypass pumping systems not necessary under other Items.
6. Cleaning as necessary for proper installation.
7. Furnishing all required materials (grout, lateral connection liners (bid price shall be based on furnishing liners for 8-inch or 10-inch diameter mainlines), hydraulic grout, or non-shrink hydraulic cement, as applicable) for a complete installation.
8. All other associated/appurtenant services or incidentals necessary to complete the work under this Item.

C. For Bid Item No. 3B: The work shall include all means, methods, and equipment necessary to test and seal the mainline pipe joint.

D. For Bid Item No. 3C: The work shall include all means, methods, and equipment necessary to test and seal the joints between the new cured-in-place pipe liner and the active lateral connection to a minimum distance of 2'-0" up the sanitary sewer lateral. The cost of this bid item shall include all work associated with investigating, designing, forming, and furnishing custom transition liners to conform to pipe diameter transitions at the lateral to main connection. (i.e, typically 6-inch to 4-inch lateral pipe transition).

E. For Bid Item Nos. 3A, 3B, and 3C: The work shall include video inspection of completed work.

F. For Bid Item Nos. 3D and 3E: The work shall include all work referenced in Section 02510 Part 3.05 B No. 8

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3.02 MEASUREMENT AND PAYMENT – BID ITEM NO. 3

A. For Bid Item Nos. 3A and 3B: Measurement for payment shall be the actual number of lateral connections or mainline pipe joints successfully grouted in place (defined as those passing final testing to insure the sealing of the joint), as directed by the Engineer and approved by the Engineer for payment. Payment of the unit price stated in the Proposal for the actual number of lateral connections or mainline pipe joints successfully grouted in place and approved for payment shall constitute full payment for all work done under this Bid Item.

B. For Bid Item Nos. 3C: Measurement for payment shall be the actual number of lateral connection liners installed, as directed by the Engineer, and approved by the Engineer for payment. Payment of the unit price stated in the Proposal for the actual number of lateral connection liners and approved for payment shall constitute full payment for all work done under this Bid Item.

C. For Bid Item Nos. 3D: Measurement for payment shall be the actual number of pipe to manhole connections sealed in the locations where a new cured-in-place liner has been installed, as directed by the Engineer and approved by the Engineer for payment. Payment of the unit price stated in the Proposal for the actual number of pipe to manhole connections sealed and approved for payment shall constitute full payment for all work done under this Bid Item.

D. For Bid Item No. 3E: Measurement for payment shall be the actual number of manhole benches modified and/or built up with grout to match the CIPP liner elevations, as directed by the Engineer and approved by the Engineer for payment. Payment of the unit price stated in the Proposal for the actual number of pipe to manhole connections sealed and approved for payment shall constitute full payment for all work done under this Bid Item.

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PART IV – BID ITEMS NO. 4A THROUGH 4G – CURED-IN-PLACE SPOT REPAIR (SHORT LINER)

BID ITEM NO. 4A –	CURED IN PLACE SPOT REPAIR (SHORT LINER) – 8-INCH DIAMETER
BID ITEM NO. 4B –	CURED IN PLACE SPOT REPAIR (SHORT LINER) – 10-INCH DIAMETER
BID ITEM NO. 4C –	CURED IN PLACE SPOT REPAIR (SHORT LINER) – 12-INCH DIAMETER
BID ITEM NO. 4D –	CURED IN PLACE SPOT REPAIR (SHORT LINER) – 15-INCH DIAMETER
BID ITEM NO. 4E –	CURED IN PLACE SPOT REPAIR (SHORT LINER) – 18-INCH DIAMETER
BID ITEM NO. 4F –	CURED IN PLACE SPOT REPAIR (SHORT LINER) – 21-INCH DIAMETER
BID ITEM NO. 4G –	CURED IN PLACE SPOT REPAIR (SHORT LINER) – 24-INCH DIAMETER

4.01 SCOPE OF WORK

A. The Contractor shall furnish all labor, tools, materials, equipment, supervision and incidentals required install Cured-in-Place short liners up to 10-feet in length to repair unknown deficiencies in a sanitary or storm pipe at unknown locations discovered during inspection by the Contractor and determined necessary to allow the Cured-in-Place Pipe Lining under Bid Item No. 1. Each short liner installation shall be approved in writing by the Owner/Engineer prior to commencement of work.

B. The Work under this Item includes, but is not limited to, the following:

1. Mobilization/demobilization.
2. Protection of existing utilities.
3. Protection of traffic.
4. Required permits and fees
5. Bulkheading and plugging of sewers, bypass piping, and bypass pumping systems not necessary under other Items.
6. Cleaning as necessary for proper installation.
7. Furnishing, installing, and curing of the Short Liner.
8. Video inspection of the completed work.
9. All other associated/appurtenant services required to complete the work under this Item.

4.02 MEASUREMENT AND PAYMENT – BID ITEM NO. 4A THROUGH 4G

A. Measurement for payment shall be the actual number of short liners installed, as directed by the Engineer and approved by the Engineer for payment.

B. Payment will be calculated as the product of the Scheduled Payment Item and the quantity of work completed (as approved by the Engineer) and shall constitute full payment for all work completed under this Item.

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PART V – BID ITEM NOS. 5A & 5B – CLEAN AND TELEVISION EXISTING SEWER

BID ITEM NO. 5A – CLEAN AND TELEVISION EXISTING SEWER (8-INCH TO 12-INCH DIAMETER)
BID ITEM NO. 5B – CLEAN AND TELEVISION EXISTING SEWER (OVER 12-INCH TO 24-INCH DIAMETER)

5.01 SCOPE OF WORK

A. The Contractor shall furnish all labor, tools, materials, equipment, supervision and incidentals required to clean existing 8-inch thru 24-inch gravity sanitary or storm sewer lines to remove dirt, grease, rocks, sand, tree roots and other deleterious materials and obstructions from the sewer in preparation of and to facilitate television inspection; internal video inspection of cleaned sanitary sewers; preparation of condition assessment report to be provided along with video. The unit price per linear foot as stated in the proposal under Bid Item No. 5 shall include but not be limited to the following:

1. Mobilization/demobilization to/from locations specified in the Work Orders.
2. All access to existing manholes and sewerlines as required to perform the work
2. Protection of existing utilities.
3. Protection of traffic.
4. Required permits and fees.
5. Bulkheading and plugging of sewers, bypass piping, and bypass pumping systems.
6. Cleaning of sanitary sewers, including removal and proper disposal of sediment, root intrusions, and debris.
7. Internal video inspection of cleaned sanitary sewers, including preparation of video logs and recording location of all sanitary sewer lateral connections, pipe defects, and blockages.
8. Review of video and video logs and preparation of a report by Contractor to identify and document any necessary spot repairs, protruding lateral connections, or any other defects that would inhibit proper lining of a sewer line section.
9. Submit all video along with a report detailing any defect findings and recommendations to repair corresponding defects.
10. All other associated/appurtenant services required to complete the work under this Item.

5.02 MEASUREMENT AND PAYMENT – BID ITEM NO. 5A & 5B

A. Measurement for payment shall be the actual linear footage from the center of manhole to center of manhole along the centerline of pipe section as ordered by the Engineer and approved by the Engineer for payment. In cases where video inspection of an entire section is not possible due to collapse or obstruction that cannot be removed by flushing or root cutting, measurement for payment shall be the actual linear footage televised as determined from submitted video and approved by the Engineer for payment.

SECTION 01020

B. Payment will be calculated as the product of the Scheduled Payment Item and the quantity of work completed (as approved by the Engineer) and shall constitute full payment for all work completed under this Item.

PART VI – BID ITEM NOS. 6A THROUGH 6J – OPEN CUT SEWER SPOT REPAIR (VARIOUS DEPTHS)

BID ITEM NO. 6A –	MOBILIZATION AND INCIDENTALS
BID ITEM NO. 6B –	8-12" SEWER REPAIR (0-8') DEPTH
BID ITEM NO. 6C –	8-12" SEWER REPAIR (8.01-12') DEPTH
BID ITEM NO. 6D –	8-12" SEWER REPAIR (12.01-16') DEPTH
BID ITEM NO. 6E –	8-12" SEWER REPAIR (16.01-20') DEPTH
BID ITEM NO. 6F –	15-24" SEWER REPAIR (0-8') DEPTH
BID ITEM NO. 6G –	15-24" SEWER REPAIR (8.01-12') DEPTH
BID ITEM NO. 6H –	15-24" SEWER REPAIR (12.01-16') DEPTH
BID ITEM NO. 6I –	15-24" SEWER REPAIR (16.01-20') DEPTH
BID ITEM NO. 6J –	LATERAL REPLACEMENT OUTSIDE TRENCH

6.01 SCOPE OF WORK

A. The Contractor shall furnish all labor, tools, materials (excluding PVC pipe, pipe fittings, Fernco's, couplings), equipment, supervision and incidentals required to excavate and replace 8-inch thru 24-inch diameter gravity sanitary sewer pipe at unknown locations discovered during inspection by the Contractor and determined necessary to allow the cured in place pipe lining under Bid Item No. 1, each excavation for obstruction removal shall be approved in writing by the Engineer prior to the commencement of work.

B. The Work under this Item includes, but is not limited to, the following:

1. Mobilization/demobilization.
2. Protection of existing utilities.
3. Required permits and fees.
4. Bulkheading and plugging of sewers, bypass piping, and bypass pumping systems.
5. Saw cutting, excavation at all depths, temporary sheeting/shoring, dewatering of pipe trench, etc.
6. Removal and disposal of existing piping.
7. Pipe materials (PVC mainline pipe, PVC lateral pipe, pipe fittings, Fernco's, couplings, etc.) shall be compensated at invoiced cost plus appropriate markups as allowed per the GCC's.
8. Install new PVC sanitary sewer piping at all depths, including necessary pipe coupling systems to connect to existing sewer pipes.
9. Reconnection of affected sewer laterals, including new wye connections and riser pipes as needed within the spot repair.

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10. Furnish and install pipe bedding, select fill under paved areas, backfilling and compaction.
11. Internal video inspection, where required.
12. All necessary cleaning, flushing, and testing of repair.
13. All other associated/appurtenant services required to complete the work under this Item.

C. Payment for final surface restoration including, but not limited to, curbing, pavement, concrete, grading, and/or seeding is not included in this bid item. This restoration shall be covered and paid under Item No. 8 of this Contract.

6.02 MEASUREMENT AND PAYMENT – BID ITEM NO. 6A

A. Measurement for payment shall be one per open cut spot repair, regardless of the final length of the spot repair.

B. Payment will be calculated as the product of the Scheduled Payment Item and the quantity of work completed (as approved by the Engineer) and shall constitute full payment for all work completed under this Item.

6.03 MEASUREMENT AND PAYMENT – BID ITEM NOS. 6B THROUGH 6J

A. The applicable bid item shall be determined based on the depth measured as the distance from the pipe invert to the existing surface. Measurement for payment shall be the number of linear feet of pipe replaced and placed into service, as directed by the Engineer and approved by the Engineer for payment. Minimum measurement shall be ten (10) linear feet per open cut repair.

B. Payment will be calculated as the product of the Scheduled Payment Item and the quantity of work completed (as approved by the Engineer) and shall constitute full payment for all work completed under this Item.

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PART VII – BID ITEM NOS. 7A THROUGH 7I – SURFACE RESTORATION AFTER OPEN CUT SEWER SPOT REPAIR

BID ITEM NO. 7A –	PAVEMENT TOP COURSE
BID ITEM NO. 7B –	PAVEMENT BINDER COURSE
BID ITEM NO. 7C –	CONCRETE BASE RESTORATION
BID ITEM NO. 7D –	CONCRETE WALK/DRIVE REST.
BID ITEM NO. 7E –	ASPHALT DRIVE RESTORATION
BID ITEM NO. 7F –	RESET EXISTING BRICK/STONE
BID ITEM NO. 7G –	TURF RESTORATION
BID ITEM NO. 7H –	CONCRETE/ STONE CURB REST.
BID ITEM NO. 7I –	CONCRETE GUTTER RESTORATION

7.01 SCOPE OF WORK

A. The Contractor shall furnish all labor, tools, materials, equipment, supervision and incidentals required to restore pavement, concrete and unpaved disturbed areas to pre-construction conditions.

B. The Work under this Item includes, but is not limited to, the following:

1. Mobilization/demobilization.
2. Protection of existing utilities.
3. Protection of traffic.
4. Required permits and fees.
5. Removal and disposal of debris.
6. Surface grading, raking, compaction.
7. Road cutbacks, milling, paving, etc. as required.
8. Replacement of concrete drives, sidewalks, curbing.
9. All other associated/appurtenant services required to complete the work under this Item.

7.02 MEASUREMENT AND PAYMENT – BID ITEM NOS. 7A THROUGH 7G

A. Measurement for payment shall be the actual square feet of restoration completed as measured and agreed to by Contractor and Owner's Inspector and as governed by pay limits specified in contract documents and details.

B. Payment will be calculated as the product of the Scheduled Payment Item and the quantity of work completed (as approved by the Engineer) and shall constitute full payment for all work completed under this Item.

7.03 MEASUREMENT AND PAYMENT – BID ITEM NOS. 7H & 7I

A. Measurement for payment shall be the number of linear feet of curbing or gutter restoration completed.

B. Payment will be calculated as the product of the Scheduled Payment Item and the quantity of work completed (as approved by the Engineer) and shall constitute full payment for all work completed under this Item.

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PART VIII – BID ITEM NO. 8 – CONTINGENT ITEMS

8.01 SCOPE OF WORK

A. The Contractor shall furnish all labor, tools, materials, equipment, supervision and incidentals required to perform unspecified additional work as determined and authorized by Owner. An allowance of \$5,000 per Work Order has been established in this contract for Contingent Items.

8.02 MEASUREMENT AND PAYMENT – BID ITEM NO. 8

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

B. Total payment for this item shall be based on the preapproved negotiated costs for the type and actual amount of unspecified work performed and approved by Owner for payment.

DIVISION 2

SECTION 02380 – SPOT REPAIR OF SANITARY SEWERS

PART I – GENERAL

1.01 SCOPE OF WORK

A. Furnish all labor, materials, equipment and incidentals required, and install in the locations and to the extent shown in various Work Orders, all sanitary sewer piping, fittings, piping appurtenances, restoration, and other associated services as specified herein.

1.02 SUBMITTALS

A. The Contractor shall submit a complete set of shop drawings as specified in the General Contract Conditions (Item GCC-17). A shop drawing will be required for all fabricated and/or manufactured material items required by the specifications for this project.

PART II – PRODUCTS

2.01 POLYVINYL CHLORIDE (PVC) GRAVITY PIPE

A. Pipe

1. For pipe diameters 4" thru 15", the polyvinyl chloride (PVC) pipe shall be a single wall pipe conduit as manufactured in accordance with the latest American Society for Testing and Materials (ASTM) Specification D-3033 "Type PSP Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings" or ASTM Specification D-3034 "Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings". For pipe diameters 18" thru 27", the PVC pipe manufacturer shall satisfy the requirements, of the latest ASTM Specification F-679, Type I. All pipe shall be SDR-35 or thicker single wall and the PVC Compound shall meet the requirements of the latest ASTM Specification D-1784. Pipe in compliance with these standards shall be clearly marked with pipe size (nominal), cell classification, SDR number, PVC Sewer Pipe and ASTM Designation.

B. Pipe Joints

1. The joint shall provide a permanent seal against exfiltration or infiltration. The joining technique will be with elastomeric gasket.

2. Elastomeric Gasket Joints – The critical sealing dimensions of the bell, spigot and gasket shall be in accordance with the manufacturer's standard dimensions and tolerances. The elastomeric compound shall comply in all respect with the physical requirements specified in the latest ASTM F0477. The gasket shall provide an adequate compressive force against the sealing surfaces of the bell and spigot so as to affect a positive seal under all combinations of the joint tolerances. The gasket shall be the only element depended upon to make the joint flexible and watertight. The gasket material shall be oil and gasoline resistant.

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C. Pipe Fittings

1. All PVC wyes, tees and elbows shall be manufactured in classes suitable for the class of pipe with which they will be used.

D. Pipe Coupling System

1. Where new PVC piping will be connecting to existing sewers, the gaskets, clamps, shear rings, and/or other components of the coupling system shall meet the material requirements of ASTM C-1173 “Standard Specification for Flexible Transition Couplings for Underground Piping Systems”. The coupling system shall be specifically manufactured to connect the new PVC piping to the particular existing pipe material, such as Fernco, Inc. 5000 Series Strong Back (RC) Couplings, or approved equal.

2.02 DEWATERING EQUIPMENT

The Contractor shall provide all pumping equipment, pipe, stone, fabric, machinery and other necessary items required to operate and maintain the dewatering system throughout the construction of the project.

2.03 FILL AND ASSOCIATED MATERIALS

A. Earth Fill

1. Earth fill shall be fine loose material from the excavations, free from trash, frozen lumps, organic substances, rocks over 4 inches in diameter or other materials which cannot be properly compacted. Physical properties shall be such that it can be readily spread and compacted.

B. Select Granular Backfill

1. For pipe fill

a. Select granular backfill (select fill) shall be run of crusher stone or run of crusher gravel meeting the requirements of the New York State Department of Transportation Specifications, latest edition, material designation 304-2.02, Type 4.

C. Pipe Bedding Materials

1. Crushed stone for bedding pipe shall meet all the requirements of New York State Department of Transportation Specifications, latest edition, material designation 703-0201. Pipe bedding materials shall consist of clean, durable, sharp angled fragments of rock of uniform quality. Crushed stone for bedding pipe shall be obtained from sources conforming to

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the requirements of the New York State Department of Transportation as to sampling, testing methods, quarry reports and any other required procedures.

D. Geotextile Fabric

1. The geotextile fabric shall be of the type appropriate for the intended use as shown on the plans or as order by the Engineer. The geotextile fabric shall be a woven or non-woven type, as specified, manufactured by Mirafi, Amoco, or equal. The Contractor's shop submittal for this item shall contain an original certification from the manufacturer, which indicates the model number of the geotextile fabric and their proposed recommendation for the fabric's use in this situation.

2.04 TEMPORARY SHEETING, SHORING AND BRACING MATERIALS

A. Wood sheeting, shoring and bracing shall be of such quality and size that it will not split. Sheeting and bracing shall be Southern Pine, a structural grade, of 1800 psi stress class, and furnished in accordance with the standard rules and grading, dressing and inspection of joints, planks, beams and stringers of the Southern Pine Association. Douglas fir or other timber of equivalent grade may be substituted. Materials may be either new or used in good condition. Where close or right sheeting is required, wood sheeting shall be tongued and grooved.

B. Steel sheeting shall be manufactured from steel conforming to ASTM Designation A-328, latest revision, and bracing buildings ASTM Designation A-36, latest edition. The sizes and types required may be indicated on the Plans, or if not so shown, steel sheeting shall have a minimum thickness of 3/8 inch in web, unless approved otherwise by the Engineer, and flange shall be as detailed by the Contractor. All necessary welding or supporting members shall be done in accordance with requirements of the American Welding Society Code.

2.05 PAVING AND SURFACING MATERIALS

A. Bituminous Macadam Pavement and Driveways

1. Unless otherwise specified herein, all bituminous macadam materials and work shall conform to the applicable requirements of the New York State Department of Transportation Standard Specifications, latest edition, for binder, top course, and temporary pavements.

B. Crushed Stone Road, Driveways and Parking Areas

1. Road materials shall be approved, well-graded crushed gravel or well-graded crusher run stone, conforming to the requirements of the New York State Department of Transportation Specifications, latest edition, Section 304-2.02 (Type 2) for the bottom course and Section 302-2.03 (Option C) for the top course.

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2. Finish topping material for roads, driveways and parking areas shall be No. 1A or No. 1 crushed gravel or stone (New York State Department of Transportation Specifications, latest edition, material designations 703-0201 or 703-0202) as directed and approved by the Engineer.

C. Concrete Sidewalks

1. Sidewalks shall be constructed of 4000 psi at 28 days with maximum water-cement ratio of 0.45. The minimum cement content shall be as follows:

<u>Coarse Aggregate No.</u>	<u>Lb. Per Cu. Yd.</u>
467 (1 ½ inch maximum)	517
57 (1 inch maximum)	564
67 (¾ inch maximum)	564

2. The foundation course material shall conform to the requirements of the New York State Department of Transportation Specifications, latest edition, Section 302-1.03 (Option C).

D. Concrete Road and Driveways

1. Roads and driveways shall be constructed of 4000 psi at 28 days with maximum water-cement ratio of 0.45. The minimum cement content shall be as follows:

<u>Coarse Aggregate No.</u>	<u>Lb. Per Cu. Yd.</u>
467 (1 ½ inch maximum)	517
57 (1 inch maximum)	564
67 (¾ inch maximum)	564

2. Reinforcement shall be welded wire fabric weighing not less than 65 lbs. per 100 square feet with wires equally spaced in each direction.

3. The foundation course material shall conform to the requirements of New York State Department of Transportation Specifications, latest edition, Section 302-2.03 (Option C).

2.06 MISCELLANEOUS RESTORATION MATERIALS

A. Topsoil

1. Topsoil shall consist of friable, natural earth of loamy character, without admixture of subsoil, uniform in quality and free of refuse of any nature, hard clods, still

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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%

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%.

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F. Gravel

1. Gravel shall be washed bank gravel or river gravel ranging in size from approximately ½ inch up to and including 1 ¼ inch.

G. Hydroseed Mix

Seed shall be fresh, clean, new crop seed composed to the following varieties mixed in the proportions by weight as shown, and tested to the minimum percentage of purity and germination indicated.

<u>Name</u>	<u>By Weight</u>	<u>Proportion</u>	
		<u>Purity</u>	<u>Germination</u>
Perennial Manhatten			
Ryegrass	65%	98%	90%
Kentucky Blue Grass	25%	85%	90%
Red Fescue			

PART III – EXECUTION

3.01 EXCAVATION

A. General Requirements

1. The Contractor shall scrape and stockpile top soil from the work area prior to the start of excavation. The stockpile material shall be properly staked with hay bales or fabric to control erosion/loss of soil. All topsoil shall be respread in the construction area during final restoration.

2. Excavation shall be made to such widths as will give suitable room for construction of the structures, for forms, sheeting, bracing and supporting, pumping and draining; and the bottom of the excavations shall be rendered firm and dry and in all respects acceptable to the Engineer.

3. Excavation and dewatering shall be accomplished by methods which preserve the undisturbed state of subgrade soils. Subgrade soils which become soft, loose, “quick”, or otherwise unsatisfactory for support of structures as a result of inadequate excavation, dewatering or other construction methods shall be removed and replaced by concrete or granular fill as required by the Engineer at the Contractor’s expense.

4. Utility protection shall be in conformance with all rules and regulations and in no case shall be less than the requirements of the applicable utility company. The Contractor shall contact Dig Safely New York at 1-800-962-7962 prior to any excavation. No excavation shall occur prior to utility stakeouts being completed. The Contractor shall be

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responsible for obtaining any permits required for utility protection. The Contractor shall also be responsible for scheduling all work by the utility owners in accordance with his/her own work schedule. All damages to utilities as a result of the Contractor's operations shall be corrected at the Contractor's expense. The Contractor shall also refer to General Contract Conditions (GCC, Item 46) "PROTECTION OF PROPERTY".

B. Excavation

1. Excavation shall be carried to the depth and dimensions necessary for the proper installation of all work as noted on the details included as part of this Specification. Unless specifically directed by the Engineer, excavation shall not be made below the elevations necessary to remove existing piping, place new pipe bedding material, and install new pipe, fittings, coupling systems, and other appurtenances. Where any unauthorized excavation is made below the grades indicated, the excavations shall be restored to the proper elevation with compacted, well graded granular foundation material approved by the Engineer. If deemed necessary, concrete instead of granular fill shall be used to correct unauthorized excavations.

2. Per the direction of the Engineer, the Contractor may be required to undercut the excavation to establish a sound base for the pipe and pipe bedding material. In such instances, the contractor will excavate an additional 24 inches (minimum) below the invert of the pipe or as ordered by the Engineer. The Contractor shall then proceed to install the geotextile fabric along the trench bottom. The fabric should be placed loosely with no wrinkles or folds. Successive sheets of fabric should be overlapping the downstream sheet. Once the fabric is in place, the Contractor shall then backfill the undercut area using the structural base granular fill material to the bottom elevation of the pipe bedding material.

C. Trench Excavation

1. The Contractor shall excavate trenches to the depth necessary for proper placing of pipe. The trench width at the crown of the pipe shall be kept to a minimum, allowing only the space necessary for proper pipe laying.

2. The trench width will depend upon the depth, nature of material excavated, and method by which excavation is accomplished. In any case, sufficient clearance around the pipe shall be provided to properly lay the pipe, make the joint or install the coupling system, install the necessary fittings and other appurtenances, and to place and compact the backfill. The width of trench shall be in accordance with the details included as part of this specification.

3. Above the crown of the pipe, the trench shall be kept as narrow as practical, with sides as nearly vertical as consistent with good workmanship and safety. The trench dimensions and procedure of trench excavation shall be subject to the acceptance of the Engineer.

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4. The trench shall be opened a minimum distance ahead of pipe laying as accepted by the Engineer.

5. The trench shall be braced, sheeted and dewatered, as required, to provide safe, firm and dry conditions.

6. The Contractor shall exercise care to avoid damage to existing structures, utilities, and pipes in the performance of the work. In locations where the excavation is carried beneath or adjacent to existing structures, utilities, or pipes, the Contractor shall furnish and install sheeting and bracing as necessary to support such structures, utilities or pipes in their original position, and shall be responsible for any damage caused to such utilities by this work.

7. On all excavations greater than 4'-0" in depth, the Contractor shall utilize a trench sheeting box or standard sheeting, shoring and bracing. The Contractor shall secure the services of a Professional Engineer licensed in the State of New York who shall observe his/her construction operation and design the proper method of sheeting, shoring, and bracing to be utilized during construction.

8. On all excavations less than 4'-0" in depth, the Contractor shall secure the services of a Professional Engineer licensed in the State of New York who shall analyze the existing conditions with the contractor's method of construction and advise him/her of the proper method to support his/her trenching operation.

9. All sheeting/shoring shall be installed in accordance to code requirements. Sheeting shall be right and continuous, and driven vertically in place ahead of the excavation by means of steam, vibratory or pneumatic hammers. Any material which stops and driving of sheet piling shall be removed by the Contractor.

10. The sheeting shall extend at least 2 feet above the surface of the ground. If, in the opinion of the Engineer, an excavation will constitute a safety hazard, the sheeting shall extend at least 4 feet above the surface of the ground.

11. As soon as sheeting is placed, if there is a space between the sheeting and the side of the trench, the space shall be backfilled with suitable material thoroughly compacted in place.

12. In general, the sheeting and bracing shall be removed as the excavation is refilled in such a manner as to avoid the caving in of the bank or disturbance of adjacent areas or structures. The voids left by the withdrawal of the sheeting shall be carefully filled by ramming or otherwise, as directed. Permission of the Engineer shall be obtained before the removal of any shoring, sheeting or bracing.

13. Such permission by the Engineer shall not relieve the Contractor from the responsibility for injury to structures, or to other property or persons, from failure to leave such sheeting and bracing in place.

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14. In those instances where excavation is necessary in pavement, concrete, or other similar surfaces, a saw cut, replacement of pavement past the limits of the excavation, and other procedures shall be performed in accordance with the details included as part this specification.

15. In no instances will blasting be allowed in this Contract.

3.02 DEWATERING

A. The Contractor shall conduct a thorough on-site investigation to become familiar with the ground water conditions at the site. Further, the contractor shall refer to the information contained in the subsurface investigation report. Based on the Contractor's findings employ the proper procedures needed for the dewatering of the excavations and/or project site.

B. The Contractor shall investigate and become familiar with all Local, State and Federal Regulations which govern in this matter. The Contractor shall apply for and obtain the necessary discharge permits for the dewatering system at the Contractor's own expense. Determining permit requirements shall be the responsibility of the Contractor.

C. The Contractor shall examine adjacent structures and utilities, both existing and under construction, for possible settlement, movement or other adverse effects resulting from dewatering methods or water removal. Take necessary precautionary steps to protect such structures and utilities.

D. The Contractor shall assume total responsibility for site, surface and subsurface drainage. Maintain such drainage as specified herein during the life of the contract.

E. The Contractor shall supply all supervision, labor, material, equipment, including standby equipment, necessary to maintain a dry excavation as may be needed to construct the project.

F. The Contractor shall maintain groundwater in or below the bearing strata at a safe level at all times by methods which prevent loss of fines, which preserves the undisturbed state of subgrade soils and which sufficiently lowers the groundwater level in permeable strata at or below excavation and fill levels such that blowing or unstable conditions do not develop in the bottom or sides of excavation or fill areas.

G. The Contractor shall protect all adjacent structures, existing and under construction, from settlement, floatation, damage or other adverse effects resulting from water removal or dewatering methods.

H. The Contractor shall install all drains, ditching, sluiceways, pumping and bailing equipment, wicking, sumps, wells, well points, cutoff trenches, curtains, sheeting and all other equipment and structures necessary to create and maintain a dry excavation and a groundwater level at a minimum of 2 feet below excavation subgrades.

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1. Observation wells or piezometers shall be provided and installed, as required, to effectively and efficiently monitor drawdown to required levels.

I. The Contractor shall direct all discharged water removed from the site to a sedimentation pond with an outfall to natural water courses, storm drains or channels.

1. Large quantities of water shall not be discharged as overland flows. Overland flow is not permitted onto private property.

2. No unpolluted water shall be discharged to sanitary sewers.

3. Wastewater shall be disposed of in a manner satisfactory to the local Public Health Officer.

J. The dewatering operations shall cease when all pipe installations and other excavating areas have been properly backfilled and compacted, and are safe from damage, floatation, settlement and displacement.

K. If well points or wells are used, they shall be adequately spaced to provide the necessary dewatering and shall be sandpacked and/or utilize other means to prevent pumping of fine sands or silts from the subsurface. A continual check by the Contractor shall be maintained to ensure that subsurface soil is not being removed by the dewatering operation.

L. Construction of temporary facilities to dispose of water shall be incidental to the construction and shall be performed at no additional cost to the Owner.

M. Permanent piping systems shall not be incorporated in the dewatering system.

N. The Contractor shall operate and maintain dewatering and removal operations on a 24-hour basis for the time required to complete that portion of the work which requires dewatering prior to its construction and which requires protection from floatation or displacement of such work until proper backfilling and compaction is completed.

O. After groundwater levels have returned to elevations appropriate for conditions and time of year, without causing damage to the work, the Contractor shall remove all dewatering equipment and related equipment from the site and restore site to original conditions or rehabilitate site to meet requirements of Contract Documents.

3.03 BYPASS PUMPING

All bypass pumping necessary to maintain sanitary sewer service for the area shall be in accordance Section 02510, paragraph 3.01. Sanitary sewer service shall be maintained at all times during the work.

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3.04 LAYING PIPE

A. Removal of existing pipe

1. The length of existing piping to be removed and replaced shall be as directed and approved by the Engineer.
2. All existing piping (including wyes, portions of laterals, and other appurtenances) removed by the Contractor becomes the property of the Contractor. The Contractor shall be responsible for disposal of the existing piping in accordance with all applicable local, State, and Federal regulations.
3. Where existing piping is removed, a saw or other appropriate equipment shall be used to provide a straight and clean edge for the new piping and coupling systems to connect to.

B. New Pipe Installation

1. All sanitary sewer pipe shall be constructed in accordance with these Specifications.
2. All sanitary sewer pipe shall be bedded as noted on the details included as part of this Specification.
3. All pipe shall be cleaned before placing, bulkheaded when pipe laying is stopped, and otherwise constructed to secure first class work, free from defects and debris.

C. Wye Branches

The wye branches shall have approved caps or plugs factory installed on the six (6) inch branches for testing purpose. The wye branches shall be bedded and supported as noted on the details included as part of this Specification.

D. Riser Pipe

1. All riser pipes shall be constructed according to the details included as part of this Specification or as ordered by the Engineer in the field.

E. House Laterals

House laterals shall be 6 inch diameter. A coupling system shall utilized to interface between existing house lateral piping (at whatever size) and the new installations.

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F. Markers

A two inch by 4 inch wood marker extending from the tee branch, wye branch, riser or lateral to a point one foot below the ground surface, at each shall be provided.

G. Coupling Systems

1. Where new PVC pipe is being installed to replace existing, an approved coupling system shall be used that is specifically designed for the pipe sizes and materials to be encountered in the installation. The installations shall be in accordance with manufacturer's recommendations.

H. Records

The location of wye branches and riser pipes along with laterals shall be measured from the last downstream manhole and in addition, shall be located on a sketch by the use of at least two ties to existing structures, preferably the corners of the house. Such records shall identify the house and laterals by house number; the records shall be kept by the Contractor with three copies delivered to the Engineer within one day after installation. Each record of a wye branch, tee branch, riser pipe or house lateral shall be on a separate sheet. This information shall be transferred to the as-built tracings by the Contractor.

3.05 TRENCH SHORING/SHIELD

A. Unless otherwise specified on the plans, the Contractor will be required to provide and utilize a trench shield, sheeting box and/or temporary sheeting/shoring on all excavations which exceed 4'-0" in depth.

3.06 BACKFILLING

A. Requirements

1. All trenches and excavation shall be backfilled to the original surface of the ground or to such other grades as directed.

2. The method and degree of compacting backfill will be governed by the type of material and the extent to which any subsequent settlement can be permitted.

B. Placement of Fill Material

1. In all backfilling of trenches loose lumber, braces, rubbish and refuse shall be removed from the areas to be backfilled.

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2. Backfilling shall be done with sound material free from waste, objectionable organic matter, rubbish, boggy or other unsuitable materials. No frozen material shall be used for backfilling.

3. Backfilling shall begin as soon as practicable after pipelines have been installed and inspected. Material for bedding and backfill shall be as noted in this Specification (including details provided). The material shall be firmly compacted below and to points 12 inches above the crowns of conduits and pipelines. Temporary blocking shall not be allowed.

4. Backfill, in areas that are not required to be paved, shall be placed in uniform horizontal layers and shall be tamped, flooded or otherwise consolidated as the work progresses. Lumps of earth shall be broken up and if there are any stones or lumps which cannot be readily broken up, they shall be distributed throughout the mass so that all interstices are solidly filled with fine materials. No stone fragments, over 4 inches in any dimension, shall be placed in the backfill nearer than 2 feet from the pipe or conduit at any point, or from any concrete wall.

5. Backfilling over conduits and pipelines in areas that are required to be paved (in roadways, paved shoulders, aprons, driveways, sidewalks, parking areas, etc.) shall be placed carefully and tamped or compacted with suitable tools. This material shall be placed in layers approximately 6 inches thick, each layer being thoroughly tamped and compacted in place.

In lieu of 6 inch lifts or layers and compacting as described above, the Engineer may approve the use of vibratory compactor-drivers mounted on rubber tire backhoes, to compact backfill. To prevent damage from down pressure and vibration, such equipment shall not be used nearer than 3 feet to existing utilities or to the pipe or conduit that is being installed. The cost of replacement of any utilities or work damaged due to the use of vibratory compactor-drivers, shall be paid for by the Contractor. Depending on the impulse force of such vibratory compactors, the Engineer may allow lift thicknesses of 2 to 3 feet. Where, from visual observation, the Engineer concludes that the required compaction may not have been attained, the Engineer may order that the work be stopped and a density test be performed. The cost of delays caused by such interruption of work and the cost of density tests shall be paid for by the Contractor at no additional cost to the Owner.

6. Compaction Requirements for Backfill

a. Over Conduit and Pipelines in Areas that are Required to be Paved

Backfill in areas that are required to be paved, such as roadways, paved shoulders, aprons, paved gutters, driveways, sidewalks, parking areas and other paved surfaces, shall be compacted to 95 percent of standard proctor maximum density.

SECTION 02380 – PART III

3.07 COMPACTION OF MATERIALS

A. It shall be the Contractor's responsibility to properly place and compact all materials and to correct any deficiencies resulting from insufficient or improper compaction of such materials. The Contractor shall determine the type, size and weight of compactor best suited to the work at hand, select and control the lift (layer) thickness, exert proper control over the moisture content of the material, and other details necessary to obtain satisfactory results.

B. Compaction Equipment

1. The selection of compaction equipment is the Contractor's responsibility, but shall be subject to the approval of the Engineer. Generally, the following shall apply for the type of material to be compacted.

2. Sheepsfoot rollers shall be used to compact clay and glacial till soils. The proper ballasted weight shall be determined such that the feet penetrate to their full length on a loose lift to be placed, and with further passes, compact the layers are required.

3. Pneumatic or vibratory rollers shall be used to compact sands and gravel. Pneumatic rollers shall have operating weights between 2,000 and 3,000 pounds per tire.

4. Smooth steel wheel, pneumatic tired or vibratory rollers shall be used to compact slag, coarse gravel or crushed stone. Smooth steel wheel rollers shall have a minimum weight of 10 tons. Where possible, rock fill shall be compacted using a self-propelled vibratory steel drum roller weighing at least 10 tons.

5. In all cases, loads shall be adjusted to give the most suitable results for the material being compacted. For heavier, or more efficient types of approved compaction equipment, the minimum number of passes required on all portions of each successive layer shall be determined by the Engineer after appropriate field tests to evaluate the efficiency of the equipment have been made. However, layer thickness shall not, under any circumstances, exceed those specified.

6. In confined areas, and adjacent to utilities, compaction shall be made using hand guided mechanical vibratory plate tampers or rollers similar to units manufactured by Kelly Jay Jackson, Ingersoll Rand, or equal.

3.08 TESTING

A. Requirements

1. After backfilling and prior to the final acceptance of the project, the pipe repair installation will be required to be visually inspected via CCTV in accordance with the requirements of Section .

SECTION 02380 – PART III

2. If requested by the Engineer, sewers shall be visually inspected via lamping manhole to manhole and a deflection test performed prior to final acceptance. The lamp shall have an output of between 250 to 500 candlepower. Lamping shall be performed after the sewer has been flushed and the inside surface wet to allow for light refraction.

3.09 SITE GRADING

A. Grading in preparation for final restoration shall be performed at all locations disturbed as part of the Contractors operations to allow for final grade to match existing. During the course of grading, the subgrade shall be maintained in such condition that it will be well drained at all times. When directed, temporary drains and drainage ditches shall be installed to intercept or divert surface water which may affect the Contractor's performance of (or the condition of) the work.

B. If at the time of grading it is not possible to place any material in its proper section of the permanent structure, it shall be stockpiled in approved areas for later use. No extra payment will be made for the stockpiling or double handling of excavated material.

C. The right is reserved to make minor adjustments or revisions in lines or grades if found necessary as the work progresses.

D. All loose or protruding rocks shall be barred loose or otherwise removed to line or finished grade of slope. All cut and fill slopes shall be uniformly dressed to the slope or as directed by the Engineer.

E. Rough grading shall be stopped six inches below final grade and leveled off, and topsoil shall be placed and finished to final grade.

F. The Contractor shall replace all surface material, and restore paving, curbing, sidewalks, gutters, fences and all other items which were disturbed by the construction so that they shall be equal to the original condition.

3.10 PAVEMENT AND CONCRETE RESTORATION

A. Sub-grade Preparation

1. After backfilling and grading is completed, the sub-grade shall be shaped and compacted to an even, firm foundation. All unsuitable sub-grade materials, including soft materials, boulders, vegetation and loose stones shall be removed and replaced with well compacted foundation material.

SECTION 02380 – PART III

B. Installation of Bituminous Macadam Pavement and Driveways – Existing

1. Where existing bituminous pavements or driveways are necessarily required to be cut, the width of pavement required to be removed is shown on the details included as part of this Specification. If the Contractor should remove pavement beyond the limits shown, he/she shall replace same at his/her own expense. In all cases, the pavement will be required to be cut back one foot onto undisturbed earth on each side of the excavation.

2. All work affecting paved roads, streets or highways shall be done in a manner satisfactory to the authority having jurisdiction over the particular pavement.

3. The paving materials, quantities, and methods of placing shall be in accordance with the Specifications of the New York State Department of Transportation and the details included as part of this specification.

C. Crushed Stone Roadway, Parking Area and Driveway

1. Upon the prepared subgrade, the roadway, driveway or parking area materials shall be placed and compacted to the lines, grades and thickness specified, or as determined by field conditions and ordered in writing by the Engineer.

2. Roadways shall be constructed in two courses or lifts. The maximum subgrade thickness shall be not less than eight (8) inches and a top course thickness of not less than four (4) inches. After the courses are thoroughly compacted, No. 1 stone (New York State Department of Transportation specifications, material designation 703-02) and screenings shall be uniformly spread, either by hand or by an approved mechanical device, upon the surface and swept in by means of a gang-dragged broom of an approved type and rolled dry.

D. Concrete Sidewalks

1. Foundation

The concrete sidewalks shall be constructed on a four (4) inch compacted stone or gravel foundation course.

2. Forms

Sidewalk forms are to be set upon the foundation course; the top of the form conforming with the walk grade. Forms shall be steel, 4 inches in height or 6 inches in height when traversing driveways and of such length and shapes as may be required to form the required walks. All inside faces shall be clean and smooth, and shall be oiled before the concrete is placed. Forms shall be held in place with pins, or other devices so that during the construction of the walk a straight and even edge shall be maintained.

SECTION 02380 – PART III

3. Joints

Sidewalks shall be built with transverse construction joints 5 feet apart or as directed. Joints shall be cut through the slab. Expansion joints ½ inch in width must be cut through the slab to the foundation every 20 feet or fraction thereof and filled with a bituminous expansion joint.

4. Wire Fabric Reinforcement

Wire fabric (6x6x10 ga.) shall be used in the 6 inch thick sidewalks traversing driveways. The wire fabric shall be placed at the mid-depth point of the slab supported on wire chairs and lapped as required.

5. Placing and Finishing Concrete

After the foundation course has been satisfactorily prepared and after the approved forms are in place to grade, and the same has been checked and approved by the Engineer, the Contractor shall proceed to place the concrete. Concrete of 4000 psi shall be placed to the full depth of the form, carefully spaded, and placed to form a uniform and dense mixture, and leveled off with a template to a smooth surface level with the top of the forms. The surface shall be finished with a float and troweled by skilled workmen. After the surface has been leveled and finished and before the concrete takes its final set, the surface shall be evenly stroked with a broom to give a slightly rough and uniform finish. All outside edges, and the division marks or joints between blocks, shall all be carefully finished with an edging tool with ¼ inch radius.

6. Curing

After concrete is placed and finished, it shall be protected by applying an approved colorless curing compound. This compound shall be applied by pressure spraying at a rate of not less than 1/30 of a gallon per square yard. In lieu of the spraying compound, a covering may be used which meets with the approval of the Engineer.

7. Protecting Work

When the concrete work is finished, the Contractor shall protect the same from the weather, trespasses, or other injurious elements for at least three days, and until the concrete has received a final set. The forms shall remain in place during this curing period. Work placed during cold weather shall be covered.

SECTION 02380 – PART III

E. Concrete Driveways

1. Foundation

The concrete driveways shall be constructed on a six (6) inch compacted stone foundation course.

2. Forms

Driveway forms are to be set upon the foundation course; the top of the form conforming with the driveway grade. Forms shall be steel, 6 inches in height and of such lengths and shapes as may be required to form the required driveways. All inside faces shall be clean and smooth, and shall be oiled before the concrete is placed. Forms shall be held in place with pins, or other devices so that during the construction of the driveway a straight and even edge shall be maintained.

3. Joints

Driveways shall be built with transverse construction joints 10 feet apart or as directed. Joints shall be cut through the slab. Expansion joints ½ inch in width must be cut through the slab to the foundation every 20 feet or fraction thereof and filled with a bituminous expansion joint.

4. Wire Fabric Reinforcement

Same as specified for Section 02380-3.09.E.4.

5. Placing and Finishing Concrete

Same as specified for Section 02380-3.09.E.5.

6. Curing

Same as specified for Section 02380-3.09.E.6.

7. Protecting Work

Same as specified for Section 02380-3.09.E.7.

3.12 UNPAVED AREA RESTORATION

A. SOIL PREPARATION

1. Topsoil shall be placed on unpaved areas disturbed during the Contractors operations. Seeding shall be furnished, planted and maintained as shown, specified

SECTION 02380 – PART III

and ordered. Topsoil shall be placed to a minimum depth of 6 inches (as measured after rolling and compaction).

2. All topsoil, after uniform grading, shall be thoroughly rolled to provide maximum compaction.

3. 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 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.

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.

C. HYDROSEEDING

1. Where approved by the Engineer, apply slurry at rate of 60 lb./acre dry weight of seed evenly spread in two operations and at right angles to each other. Slurry to be applied by the use of a hydraulic seeder.

2. Immediately following hydroseeding, mulch areas by means of a mulch blower at a rate of 1,200 pounds per acre on level grades, and 2,000 pounds per acre on slopes.

3. Do not seed area in excess of that which can be mulched on same day.

SECTION 02380 – PART III

D. Maintenance of Seeded/Hydroseeded areas

1. Maintenance of seeded area 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 weeds 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 forth-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.

E. GRAVEL

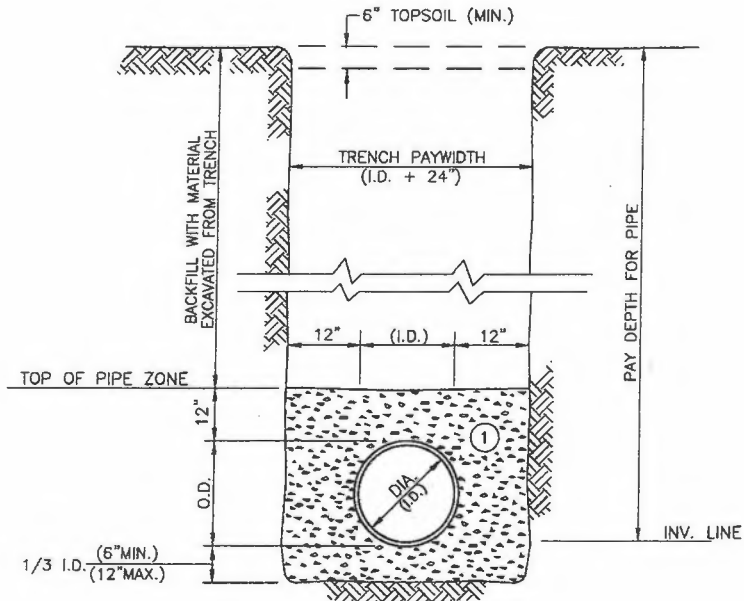
1. Gravel shall be placed in the areas disturbed by the Contractors operations to the extent, grade, thickness and elevation necessary to match existing. The surface shall be left smooth and even.
2. Provide steel edging to separate all gravel beds from lawn or planting areas.

F. STEEL GRAVEL EDGING

1. The edging shall be placed as required to form a sharp straight edge between the gravel area and the planting area. The steel edge shall extend approximately ½ inch above the general ground surface.

UNSHEETED TRENCH DETAIL

(JANUARY 2012)



NOTES:

- A. PIPE INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.
- B. TRENCHING OPERATIONS SHALL INCLUDE ALL NECESSARY DEWATERING.
- C. TRENCH DETAILS ARE ONLY SHOWN FOR PURPOSES OF MATERIAL PLACEMENT AND MAXIMUM PAY LIMITS.
- D. AN OSHA APPROVED MOVABLE PROTECTIVE TRENCH SHIELD SHALL BE USED IN ALL UNSHEETED TRENCH AREAS.

MATERIALS

PIPE BEDDING MATERIAL (NYS DOT LATEST EDITION)

- ① NO.1 CRUSHED STONE WITH A GRADATION CONFORMING WITH NYSDOT SECTION 703-02. THE CRUSHED STONE SHALL BE WELL GRADED WITH NO PARTICLES LARGER THAN 1" AND HAVING A MAXIMUM GRADATION MEETING THE LIMITS DESCRIBED IN THE SPECIFICATIONS. THE BEDDING SHALL BE COMPACTED IN 6" LIFTS WITH EQUIPMENT ACCEPTABLE TO THE PIPE MANUFACTURER.

NOTE: SLAG SHALL NOT BE ALLOWED FOR MATERIALS ①

ERIE COUNTY
DEPT. OF ENVIRONMENT & PLANNING
DIVISION OF SEWERAGE MANAGEMENT

Rev. 1
5/20/93

NOTE 2: PIPE INSTALLATION

Rev. 2
2/7/94

ADDED NOTE C & D

File: d-01

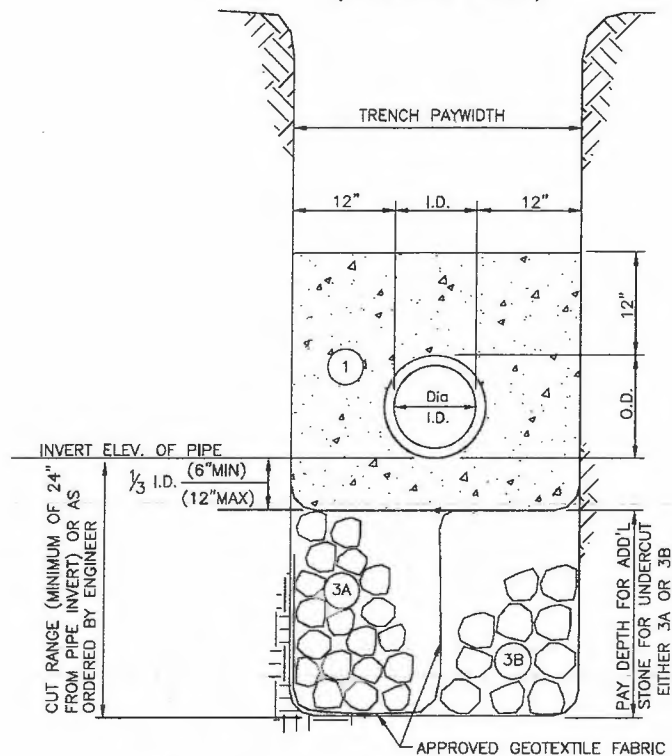
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STD.DETAIL

1

TRENCHING "UNDERCUT" DETAIL

(JANUARY 2012)



NOTE:

- A. TRENCH DETAILS ARE ONLY SHOWN FOR PURPOSES OF MATERIAL PLACEMENT AND MAXIMUM PAY LIMITS.
- B. AN OSHA APPROVED MOVABLE PROTECTIVE TRENCH SHIELD SHALL BE USED IN ALL UNSHEETED TRENCH AREAS.

MATERIALS

PIPE BEDDING MATERIAL (NYSDOT LATEST EDITION)

- ① NO.1 CRUSHED STONE WITH A GRADATION CONFORMING WITH NYSDOT SECTION 703-D2. THE CRUSHED STONE SHALL BE WELL GRADED WITH NO PARTICLES LARGER THAN 1" AND HAVING A MAXIMUM GRADATION MEETING THE LIMITS DESCRIBED IN THE SPECIFICATIONS. THE BEDDING SHALL BE COMPACTED IN 6" LIFTS WITH EQUIPMENT ACCEPTABLE TO THE PIPE MANUFACTURER.

SELECT MATERIAL BACKFILL (NYSDOT LATEST EDITION)

- ③A NO. 3 RUN OF CRUSHER STONE WITH A GRADATION CONFORMING WITH NYSDOT SECTION 304-2.02 TYPE 1 AND NYSDOT SECTION 703-02. COMPACTED IN 6" LIFTS WITH APPROVED GEOTEXTILE FABRIC.

OR

- ③B NO. 4 RUN OF CRUSHER STONE CONFORMING WITH THE GRADATION NOTED IN NYSDOT SECTION 703-02, TABLE 703-4 SIZE DESIGNATION 4.

NO SLAG SHALL BE ALLOWED FOR MATERIALS ① ③A & ③B

ERIE COUNTY
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Rev. 1 ADDED SELECT FILL
12/2001 MATERIAL 3A & 3B

Rev. 2

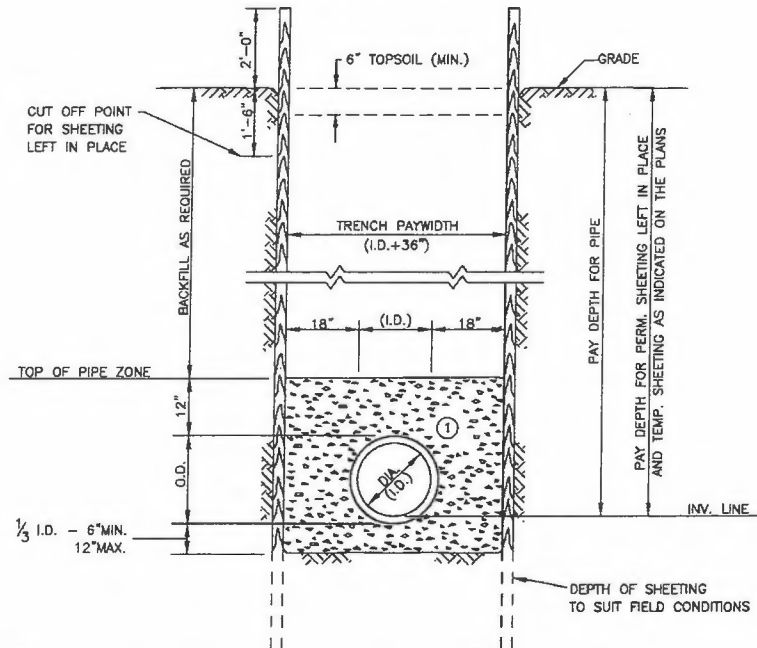
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Date: 3/2/99

STD.DETAIL

1A

SHEETED TRENCH (JANUARY 2012)



NOTES:

1. MAINTAIN 18" BETWEEN PIPE AND INSIDE FACE OF TEMPORARY SHEETING. IF SHEETING EXTENDS BELOW PIPE INVERT AS SHOWN, WHEN PVC PIPE MATERIAL IS USED, COMPACT MATERIAL (1) BEFORE PULLING THE SHEETING.
2. SHEETED TRENCH OPERATIONS SHALL INCLUDE ALL NECESSARY DEWATERING EQUIPMENT.
3. SHEETING DRIVEN BELOW THE INVERT OF THE PIPE FOR BEDDING MATERIAL AND TOE SUPPORT WILL NOT BE CONSIDERED IN THE FORMULA FOR PAYMENT BUT SHOULD BE FIGURED BY THE CONTRACTOR IN DETERMINING HIS UNIT BID PRICE PER SQUARE FOOT OF SHEETING.
4. WHERE INDICATED ON THE PLANS OR AS ORDERED BY THE ENGINEER, TEMPORARY SHEETING WILL BE PAID FOR UNDER THE APPLICABLE BID ITEM. OTHER AREAS WHERE THE CONTRACTOR ELECTS TO USE TEMPORARY SHEETING NOT PREVIOUSLY AUTHORIZED BY THE ENGINEER SHALL BE AT HIS OPTION AND EXPENSE.

MATERIALS

PIPE BEDDING MATERIAL (NYS DOT LATEST EDITION)

- (1) NO.1 CRUSHED STONE WITH A GRADATION CONFORMING WITH NYSDOT SECTION 703-02. THE CRUSHED STONE SHALL BE WELL GRADED WITH NO PARTICLES LARGER THAN 1" AND HAVING A MAXIMUM GRADATION MEETING THE LIMITS DESCRIBED IN THE SPECIFICATIONS. THE BEDDING SHALL BE COMPACTED IN 6" LIFTS WITH EQUIPMENT ACCEPTABLE TO THE PIPE MANUFACTURER.

NOTE: SLAG SHALL NOT BE ALLOWED FOR MATERIALS (1)

**ERIE COUNTY
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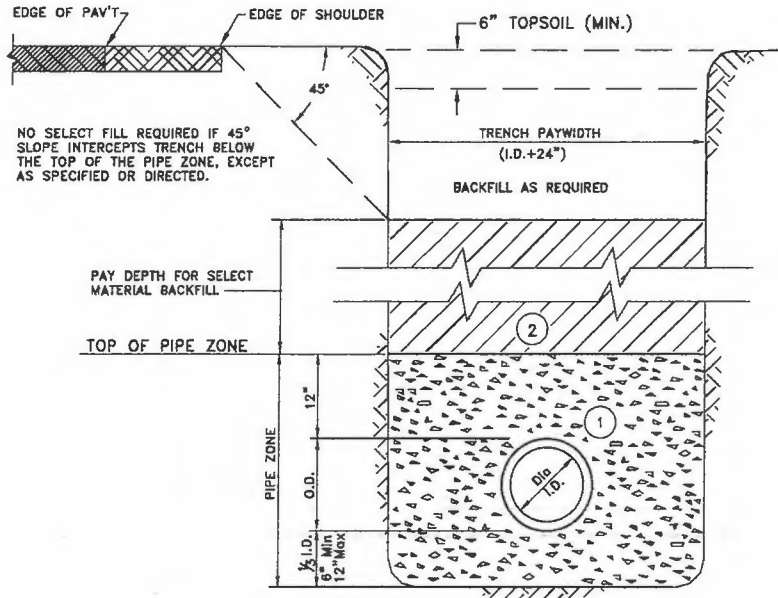
Rev. 1	REVISED TOPSOIL DIMENSION
2/7/94	
Rev. 2	UPDATED MATERIALS TO NYSDOT LATEST EDITION
8/5/06	
File: d-02	Date: 3/1/91

STD.DETAIL

2

SELECT BACKFILL FOR TRENCH PARALLEL TO ROADWAYS

(JANUARY 2012)



NOTE:

- A. TRENCH DETAILS ARE ONLY SHOWN FOR PURPOSES OF MATERIAL PLACEMENT AND MAXIMUM PAY LIMITS.
- B. AN OSHA APPROVED MOVABLE PROTECTIVE TRENCH SHIELD SHALL BE USED IN ALL UNSHEETED TRENCH AREAS.

MATERIALS

PIPE BEDDING MATERIAL (NYS DOT LATEST EDITION)

- ① NO. 1 CRUSHED STONE WITH A GRADATION CONFORMING WITH NYSDOT SECTION 703-02. THE CRUSHED STONE SHALL BE WELL GRADED WITH NO PARTICLES LARGER THAN ONE INCH AND HAVING A MAXIMUM GRADATION MEETING THE LIMITS DESCRIBED IN THE SPECIFICATIONS. THE BEDDING SHALL BE COMPACTED IN 6" LIFTS WITH EQUIPMENT ACCEPTABLE TO THE PIPE MANUFACTURER.

SELECT MATERIAL BACKFILL (NYS DOT LATEST EDITION)

- ② NO. 2 RUN OF CRUSHER STONE OR NO. 2 RUN OF CRUSHER GRAVEL WITH A GRADATION CONFORMING WITH NYSDOT SECTION 304-2.02 TYPE 4 AND NYSDOT SECTION 703-02. (COMPACTED IN 6" LIFTS TO 90% DENSITY)

NO SLAG SHALL BE ALLOWED FOR MATERIALS ① & ②

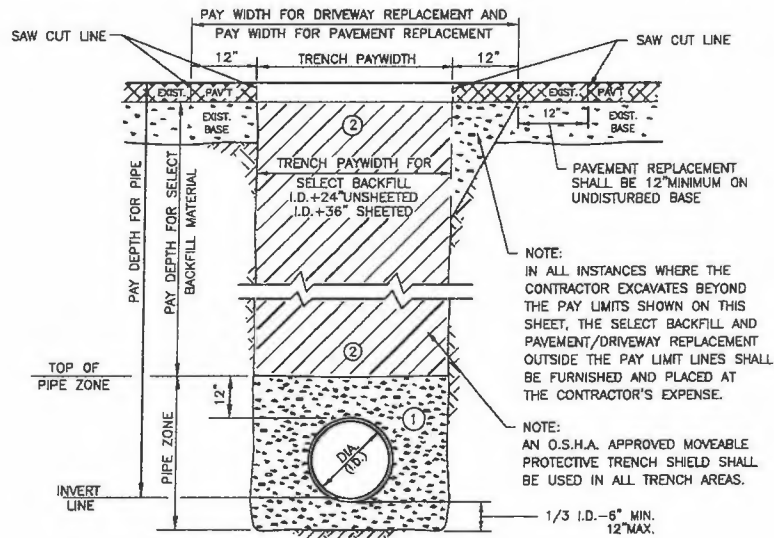
**ERIE COUNTY
DEPT. OF ENVIRONMENT & PLANNING
DIVISION OF SEWERAGE MANAGEMENT**

Rev. 2 12/28/00	UPDATED MATERIALS TO NYSDOT LATEST EDITION
Rev. 3 12/01	Updated NYS DOT Editions
File: d-04	Date: 3/1/91

STD.DETAIL

4

PAVEMENT AND DRIVEWAY REPLACEMENT DETAIL (JANUARY 2012)



BLACKTOP REPLACEMENT

ALL ROADS AND DRIVEWAYS SHALL BE RECONSTRUCTED WITH A MIN. 3" COURSE OF BINDER AND A 1-1/2" TOP COURSE. APPLICABLE HIGHWAY PERMIT CONDITIONS SHALL GOVERN.

- TEMP. PAVT.**
1. IF CONSTRUCTION IS PERFORMED BETWEEN OCTOBER 1 AND APRIL 1, THE CONTRACTOR IS REQUIRED TO PROVIDE 4" OF COLD PATCH FOR ALL PAVEMENT CUTS.
 2. ALL OPEN CUTS WITHIN 50' OF AN INTERSECTION SHALL BE TOPPED WITH 4" OF COLD PATCH REGARDLESS OF THE TIME OF YEAR.
 3. ALL ROAD CUTS ON HEAVILY TRAVELED ROADWAYS WILL REQUIRE 4" OF COLD PATCH (GENERALLY STATE AND COUNTY HIGHWAYS)
 4. ALL TEMPORARY PAVEMENT PATCHES SHALL BE MAINTAINED BY THE CONTRACTOR.

- SAW CUTS**
1. PAVEMENT/DRIVEWAY CUTS BY THE CONTRACTOR WILL BE MADE WITH A SAW, PNEUMATIC SPADE OR OTHER ACCEPTED MEANS PRIOR TO EXCAVATION.
 2. FINAL PAVEMENT/DRIVEWAY RESTORATION: THE CONTRACTOR WILL BE RESPONSIBLE TO SAW CUT AN ADDITIONAL 12" ON EACH SIDE OF THE DISTURBED TRENCH AREA, SO AS TO PROVIDE A UNIFORM STRAIGHT EDGE. THE CUT EDGE WILL THEN BE COATED WITH A BITUMINOUS SEAL COAT AND REPLACED IN THE MANNER DESCRIBED ABOVE.

CONCRETE DRIVEWAY REPLACEMENT

1. THE CONTRACTOR SHALL REMOVE ALL CONCRETE DAMAGE BY HIS OPERATION. THE EXISTING CONCRETE AT THE DAMAGED EDGE SHALL BE SAW CUT TO PROVIDE A STRAIGHT EDGE JOINT BETWEEN OLD AND NEW, WITH EXPANSION JOINT MATERIAL INSTALLED AT THE TRANSITION. THE CONTRACTOR SHALL BE REQUIRED TO RECONSTRUCT THE DRIVEWAY WITH 4000 PSI CONCRETE MATCHING THE DEPTH AND WIDTH OF THE EXISTING DRIVEWAY.

MATERIALS

PIPE BEDDING MATERIAL (NYS DOT LATEST EDITION)

- ① NO.1 CRUSHED STONE WITH A GRADATION CONFORMING WITH NYS DOT SECTION 703-02. THE CRUSHED STONE SHALL BE WELL GRADED WITH NO PARTICLES LARGER THAN 1" AND HAVING A MAXIMUM GRADATION MEETING THE LIMITS DESCRIBED IN THE SPECIFICATIONS. THE BEDDING SHALL BE COMPACTED IN 6" LIFTS WITH EQUIPMENT ACCEPTABLE TO THE PIPE MANUFACTURER.

SELECT MATERIAL BACKFILL (NYS DOT LATEST EDITION)

- ② NO.2 RUN OF CRUSHER STONE OR NO.2 RUN OF CRUSHER GRAVEL WITH A GRADATION CONFORMING WITH NYS DOT SECTION 304-2.02 TYPE 4 AND NYS DOT SECTION 703-02. (COMPACTED IN 6" LIFTS TO 90% DENSITY)

NOTE: SLAG SHALL NOT BE ALLOWED FOR MATERIALS ① AND ②

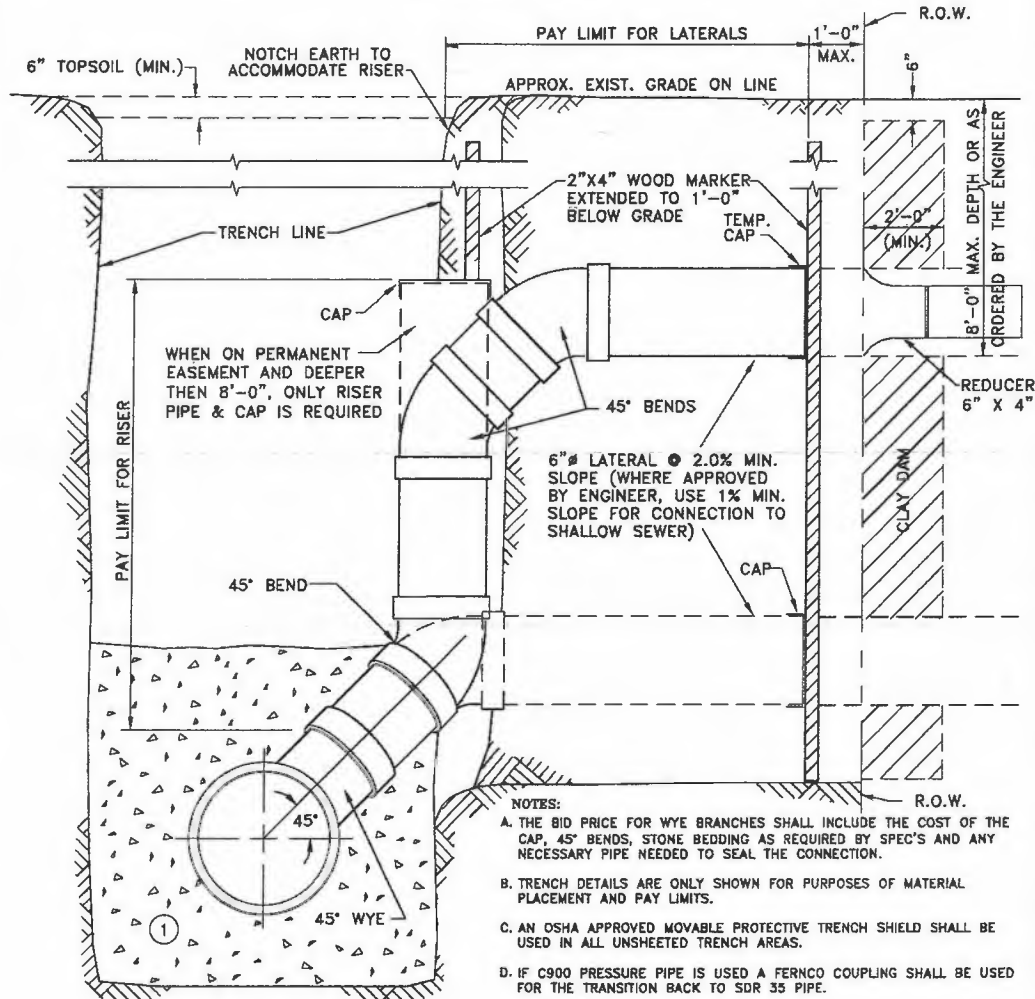
ERIE COUNTY
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DIVISION OF SEWERAGE MANAGEMENT

Rev. 2	REVISED PAY LIMITS FOR TRENCH
Rev. 3	REVISED TITLE AND PAY WIDTH
01/03/01	NOTE
Rev. 4	Added conc. driveway replace. note
12/01	
File:	d-08
Date:	3/1/91

STD.DETAIL

8

RISER DETAIL - SDR35
(MAIN LINE LATERAL CONNECTION)
(JANUARY 2012)



MATERIALS

PIPE BEDDING MATERIAL (NYSOT LATEST EDITION)

- ① NO. 1 CRUSHED STONE WITH A GRADATION CONFORMING WITH NYSOT SECTION 703-02. THE CRUSHED STONE SHALL BE WELL GRADED WITH NO PARTICLES LARGER THAN ONE INCH AND HAVING A MAXIMUM GRADATION MEETING THE LIMITS DESCRIBED IN THE SPECIFICATIONS. THE BEDDING SHALL BE COMPACTED IN 6" LIFTS WITH EQUIPMENT ACCEPTABLE TO THE PIPE MANUFACTURER. NO SLAG WILL BE ALLOWED.

ERIE COUNTY
DEPT. OF ENVIRONMENT & PLANNING
DIVISION OF SEWERAGE MANAGEMENT

Rev. 2	ADDED 1/8 BELL & SPIGOT LONG SWEEP BEND
1/97	
Rev. 3	ADDED NOTE D REGARDING LOCATION OF VENTS AND CLEAN OUTS
12/01	
Rev. 4	CHANGED LONG SWEEP TO NORMAL 45°
5/02	ADDED CAPS & CORRECTED PAY LIMITS
File:	d-27
Date:	3/1/91

STD.DETAIL

27

SECTION 02510 – TRENCHLESS REHABILITATION OF SANITARY SEWERS
(CURED-IN-PLACE PIPE LINING WITH A FLEXIBLE RESIN
IMPREGNATED POLYESTER FIBER FELT LINER)

PART I – GENERAL

1.01 SCOPE OF WORK

A. The Contractor shall furnish all labor, materials, tools, equipment and perform all operations required with the installation of the cured-in-place pipe (CIPP) liner in the existing sanitary sewer pipe at the locations shown in various work orders. The installation of the flexible resin impregnated polyester fiber felt liner shall be in accordance with the manufacturer's recommendations and/or other approved methods, and shall meet or exceed ASTM F1216, latest edition, standards. The scope of work shall also include complete maintenance of all wastewater flows, reopening of service wyes or tees, removal of protruding service connections, etc. When completed, the cured liner should extend from end-to-end of the section being lined in a continuous tight fitting watertight pipe-within-a-pipe and shall provide a minimum of 100 percent of the existing sewer line's original design capacity.

B. The rehabilitation of the sanitary sewer main shall be performed without the need for excavation and demolition of existing structures. The Contractor shall be able to re-establish user lateral services without excavation and minimize the disruptions to neighboring homes and traffic. Excavation for emergencies is permitted, but only as directed and approved by the Owner's Engineer.

C. Prior to ordering sewer rehabilitation materials, the Contractor shall be responsible for inspecting and confirming the inside dimension, alignment, pipe material, and condition of the existing sewer pipe segments to be lined with CIPP.

D. The Contractor shall be responsible for performing all CIPP and related work, including but not limited to traffic control, sewer flow control and bypassing, sewer line cleaning, root and protruding tap cutting, pre- and post-rehabilitation video inspection, liner installation, reopening of service connections, testing, reconstruction, and restoration. All work shall be performed in accordance with applicable Federal, State, and City/Town/Village regulations, including current OSHA safety standards.

E. The Contractor shall be responsible for odor and noise mitigation under this contract in accordance with applicable Federal, State, and City/Town/Village regulations. The Contractor shall monitor the surrounding area and minimize odors and noise that may occur due to his work activities.

F. Pipeline rehabilitation products that require bonding to the existing pipe wall for structural strength will not be allowed as the conditions of the existing pipe walls are unknown and may vary greatly. The finished CIPP wall shall have sufficient structural strength to support all dead loads, live loads and groundwater pressure imposed with the assumption that the existing pipe cannot share any loading or contribute to structural integrity of the liner.

SECTION 02510 – PART I

G. Upon completion of the work, the Contractor shall provide the Owner with an extended performance warranty which shall guarantee the materials and workmanship for a period of five (5) years from the date of final acceptance. The warranty shall be all inclusive of all material, labor and equipment costs associated with the remedial measures necessary to correct the situation if a product failure is detected.

1.02 SUBMITTALS

A. Design Data:

1. Structural design calculations and specification data sheets listing all parameters used in the liner design and thickness calculations based on Appendix XI of ASTM F1216 for each pipe segment. The design parameters shall meet or exceed the following requirements:

Minimum CIPP Resin Requirements:

Flexure Strength	4,500 psi
Flexural Modulus	250,000 psi

Minimum Finished CIPP Wall Thickness Requirements:

8- and 10-inch Diameter Host Pipe	6 mm
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For larger diameter host pipes the Contractor shall provide for approval the proposed Minimum Finished thickness to the Engineer.

Other Required Parameters for calculating Minimum Finished Wall Thickness:

Fully deteriorated host pipe

H-20 live load = 16,000 lbs (assume live load in non-paved areas as well for maintenance vehicles)

Groundwater depth above bottom of the pipe = depth to ground surface (fully saturated soil conditions)

Pipe ovality = 3 percent

Soil density = 120 lbs/cu. ft.

Soil modulus = 700 psi

Safety factor = 2.0 minimum

All calculations shall be prepared under and stamped by a Professional Engineer registered in New York State. Submit P.E. Certification Form for all CIPPL design data.

SECTION 02510 – PART I

2. Certified test reports demonstrating that the exact resin/liner combination to be used for this project meets the requirements for initial structural properties (performed in accordance with ASTM F1216, ASTM D638, and ASTM D790) and chemical resistance (performed in accordance with ASTM F1216-Appendix X2 or ASTM D5813).

3. Certified test reports demonstrating that the exact resin and comparable liner to be used for this project has been tested for long-term flexural modulus of elasticity and long-term flexural strength (i.e. 10,000 hour creep testing performed in accordance with ASTM D2990, latest edition, for design conditions applicable to this project). Load shall be equivalent to 400 psi minimum. If the liner used for testing is not the exact liner to be used on this project, submit a detailed description of the physical properties of both the liner used in the test and the liner to be used for this project to demonstrate that the two liners are comparable in terms of physical properties.

B. Material Safety Data Sheets for all products used.

C. Shop drawings shall be submitted for all items to be furnished in accordance with the provisions of the General Conditions as supplemented. Submittals shall include information on the polyester fiber felt tubing liner, thermosetting resin, bypass pumping system, means and methods for sewer joint testing and grouting procedures, manufacturer's data for chemical sealing materials, backflow prevention devices for hydrants (if necessary), testing reports, televising records, and all other incidentals intended to be utilized.

D. Laboratory test reports and other certifications, as applicable, that the liner material meets the requirements of these specifications.

E. Sample Homeowner 48-Hour Notification Letter: Provide a sample letter to the Engineer for review. The letter should identify the Contractor as performing work for Erie County Division of Sewerage Management, describe the nature of the work, provide emergency contacts (including Erie County 24/7 Emergency Phone Number), and describe any instructions or notifications to the homeowner/resident.

F. Detailed Description of the Proposed Method of Installation. The submittal shall be all inclusive of all installation features, such as set-up pressures, cure time, stating the installation parameters that will be monitored, pressure temperature; type of gauges to be utilized for monitoring and location of the gauges, etc. and shall also include other related incidentals such as the pre and post flushing/cleaning of the existing pipe, root removal, bypass pumping to maintain existing sewage flows, maintenance and protection of traffic, re-establishing flow from existing building connections, property owner notifications, general site clean-up, the alternate provisions which will be provided in cases of emergencies where the homeowner may lose service for an extended period of time, etc.

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G. Pre-CIPP Inspection Video and Log: The Contractor shall submit to the Owner, for approval prior to CIPP liner installation, a copy of the pre-inspection video, and an electronic (PDF) report detailing the condition of the pre-lined pipe identifying and documenting recommended spot repairs, protruding lateral repairs, lateral connections requiring chemical grout repair, and any other defect that would inhibit proper lining of the sewer line section.

H. Written Confirmation: The Contractor shall submit to the Owner, for approval prior to CIPP liner installation, a written confirmation, stating that the sewer is clean and sound enough to ensure an effective rehabilitation lining. **This submittal is required for each section of pipeline to be lined.**

I. Manufacturer Cure Times: For each section to be lined a formal submittal shall be made by the Contractor to the Engineer which addresses the existing conditions such as air temperature within the pipeline to be lined, outside air temperature and hydrostatic ground water pressure. Further, the communication still identify the recommended cure temperature, water pressure and cure time and state how the cure temperature, water pressure and cure time will be monitored. All gauge monitoring shall be performed from above ground.

J. Bypass Pumping Plan: Detailed description of the bypass pumping operations and the equipment the Contractor will have onsite to accomplish the needs of the area shall be submitted.

K. Liner Designs: Liner designs specifying the required liner thickness for each section of pipeline to be lined are required. All calculations shall be prepared under and stamped by a Professional Engineer registered in New York State.

L. Post-CIPP Inspection Video and Log: The Contractor shall submit to the Owner for approval a post-inspection video showing the condition of the post-repaired, post-lined pipe segment.

M. Certificate of Approval: A manufacturer's final certificate of approval that states that material and installation methods fully satisfied their requirements shall be submitted.

N. Cook Logs: A continuous log of pressure during cure shall be maintained for every lining installation and shall be provided in PDF format monthly to the Engineer.

O. Confined Space Entrant Permits: Copies of all confined space entry permits shall be maintained for every confined space entry performed and shall be provided in PDF format monthly to the Engineer.

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1.03 SITE SAFETY

- A. Refer to Specification Section 01010 and General Contract Conditions.

1.04 PRODUCT HANDLING

All materials (polyester fiber felt liner, thermosetting resin, etc.) shall be accompanied by test reports certifying that the material conforms to the ASTM listed herein. Materials shall be shipped, stored, and handled in a manner consistent with the written recommendations of the manufacturer. Storage locations shall be approved by the Owner and Engineer. The Contractor shall test all materials for compliance with the Contract Documents prior to delivery.

The CIPP shall be maintained at a proper temperature in facilities to prevent premature curing at all times prior to installation. Any CIPP showing evidence of premature curing shall be rejected for use and will be removed from the site immediately. If any part of the CIPP material becomes damaged before or during insertion, it shall be repaired or replaced at the Contractor's expense before the work may proceed.

The Contractor is responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employees at the site in accordance with all laws, ordinances, rules, regulations and orders of any public body. The Contractor shall provide a centralized location for the maintenance of the material safety data sheets or other hazard communication information required to be made available by any employer on the site. Location of the material safety data sheets or other hazard communication information shall be readily accessible to the employees of any employer on site.

1.05 SEQUENCE OF WORK

The Contractors work in the field shall be in two phases.

A. Phase I – Field Investigation

Phase I shall include all field investigation and sewer line inspections required to be performed before any approval for work under Phase II can be approved. Specifically:

1. Mobilization to the locations specified in the work order.
2. Flush and clean sanitary sewer sections. Obtain necessary permits and requirements from ECWA and/or the municipality that owns the water system before using any hydrants.

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3. Set up by-pass pumping if necessary and perform a pre-lining video to detail the condition of the line and identify any pre-lining repair work that may be necessary before a successful lining procedure may be done. The Contractor shall make recommendations as to any spot repair locations that are necessary, protruding laterals that need to be cut, and on if the sewer is acceptable to line or not.
4. Owner / Engineer will review a copy of pre-CIPP lining videos, and approve or disapprove the recommendations.
5. Contractor shall submit to the Owner / Engineer a written confirmation that each section to be lined is clean and sound enough to ensure an effective lining.
6. Upon approval by the Owner / Engineer of a sewer section, the Contractor shall submit, in shop drawing form, design calculations specifically for that section.

B. Phase II - Remedial Work and Pipe Lining

Upon approval from Owner / Engineer to continue, Phase II shall include all approved remedial and lining work. Specifically:

1. Mobilization of repair / lining crews and equipment to approved sections.
2. Set up of by-pass pumping as necessary.
3. Completing all spot repairs, protruding lateral cutting, and other recommended and approved remediation.
4. If any remedial work is done, another pre-lining video will be required.
5. Clean and video the section again to verify lateral connection locations.
6. Lining and curing the pipe.
7. Performing air testing of lined pipe sections, where requested by the Engineer.
8. Taking a restrained pipe sample every third inversion/installation.
9. Cutting open laterals and brushing edges smooth after liner cooling.
10. Post-CIPP lining video inspection and submission of video to Owner / Engineer for final review.

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1.06 COMMUNICATION

Prior to carrying out any field work in either phase the contractor shall notify 48 hours in advance the Owner, homeowners, local municipality, local fire department, and local police department that the contractor will be beginning said work.

PART II – PRODUCTS

2.01 MATERIALS

1. This specification references American Society for Testing and Materials (ASTM) standard specifications, which are made a part hereof by such reference and shall be the latest edition and revision thereof.

2. ASTM-F-1216 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin Impregnated Tube.

Appendices X1: Design and Consideration
 X2: Chemical Resistance Tests

3. General Corrosion Requirements: The finished pipe liner in place shall be fabricated from materials which will be chemically resistant to withstand internal exposure to domestic/industrial sewage.

2.02 LINER

1. The material shall be fabricated to a size that when installed will neatly fit the interior of the host pipe. Allowance shall be made for circumferential stretching during inversion.

2. The minimum/maximum tube length shall be that deemed necessary by the Contractor to effectively span the distance between the access points. The contractor shall verify the lengths in the field before impregnation.

3. The lining material shall be a polyester fiber felt tubing, lined on one side with polyurethane and fully impregnated with a liquid, thermosetting resin. When the thermosetting resin is combined with a catalyst, an exothermic reaction will occur. The temperature in the line during the cure period shall be as recommended by the resin manufacturer.

4. Liner Material Test – Tests for compliance with this specification shall be made according to the applicable ASTM specification. A certificate of compliance with this specification shall be provided by the manufacturer for all materials furnished under this

SECTION 02510 – PART II

specification. In addition, all materials used in the construction process shall be made of the best respective kinds and to the satisfaction of the Engineer. Any materials not approved by the Engineer shall be rejected prior to the reconstruction of the sewer. These rejected materials shall then be replaced with approved materials at the Contractor's expense.

<u>Cured Liner</u>	<u>Standard</u>	<u>Results</u>
Tensile Stress	ASTM D-638	3,000 psi
Flexural Stress	Modified ASTM D-790	4,500 psi
Modulus of Elasticity	Modified ASTM D-790	250,000 psi

5. The liner shall have an initial Dimension Ratio (DR) of no more than 32.5. After installation, the Dimension Ratio and liner thickness will vary slightly as determined by the actual inside diameter of the host pipe. The liner may have an initial Dimension Ratio greater than 32.5, only if it can be proven that the material is stronger and superior to that with an SDR 32.5.

6. The Contractor shall furnish, prior to use of the lining materials, satisfactory written guarantee of his/her compliance with the manufacturer's standards for all materials and techniques being used in the inversion lining process. The Contractor shall provide certified test results for approval by the Engineer, from the manufacturer that the material conforms to the applicable requirements. Material not complying with the requirements shall be rejected.

PART III –EXECUTION

3.01 BYPASS PUMPING

A. The Contractor shall supply all necessary pumps, conduits and other equipment to divert the flow of sewage around the section of sewer line (manhole to manhole) in which the work is to be performed. The bypass system shall be sufficient capacity to handle existing flows plus any additional flow that may occur during rainfall events. The Contractor shall be responsible to divert and/or manage sewage flows during both televising work and during the liner installation process.

B. The Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and by-pass system. If pumping is required on a 24-hour basis, all pump engines shall be manned at all times and equipped in a manner to keep the pump noise at a minimum. All bypassed sewage flow must be discharged to a sanitary sewer and shall not be allowed to enter any storm sewer line, drainage ditch, street gutter, or dumped or private property. Sufficient pipe, hose or other approved means of flow conveyance shall be on hand to ensure that, in case of emergency, flow can bypass to the next clear manhole. The Contractor shall prepare and submit a detailed outline describing his/her proposed operation. The method must be approved by the Engineer prior to the start of construction.

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C. The Contractor's pumps shall be so designed that all or any portion of the flow can be handled during normal or high flow conditions. The Contractor will be responsible for any damages encountered as a result of the bypass systems.

3.02 SEWER LINE CLEANING

A. The Contractor shall provide all necessary labor, specialty equipment, water and other incidentals to effectively clean sanitary sewer lines of various diameters. All sanitary sewer sections required to be lined shall be cleaned using mechanically powered, hydraulically propelled or high velocity sewer cleaning equipment. Selection of the equipment used shall be based on the conditions of the lines at the time the work commences. The equipment and methods selected shall be satisfactory to the Engineer. The equipment selected for cleaning shall be capable of removing dirt, grease, rocks, sand, tree roots and other deleterious materials and obstructions from the sewer lines and manholes.

B. All sewers shall be sufficiently cleaned and free of water as ordered by the Engineer, to permit in-line television inspection of joints, cracks, leaks and breaks and in preparation of the lining operation.

C. All sludge, dirt, sand, rocks, grease, tree roots and other solid or semi-solid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section, and/or washing materials downstream can cause line obstructions or blockages and will not be permitted. A collection device, as approved by the Engineer, shall be utilized to collect and remove debris from the reach being cleaned.

D. All dirt, debris, and other material removed from the sewers shall be hauled away and disposed of in a manner and place acceptable to the New York State Department of Environmental Conservation and the Engineer. All such work will be at the Contractor's expense. Under no circumstances will disposal of materials at Erie County Division Sewerage Management (DSM) facilities be permitted. The Contractor shall be responsible to secure their own arrangements for waste hauling and disposal. Erie County DSM will co-sign third party authorization application forms as the waste generator. No waste generated from other sources shall be claimed as being generated from Erie County DSM sewers.

E. All materials shall be removed from the site at the end of each workday. Under no circumstances will the Contractor be allowed to accumulate debris, etc., on the work site beyond the stated time, except in totally enclosed containers meeting NYSDEC and OSHA requirements and as approved by the Engineer.

F. During all sewer cleaning operations, satisfactory precautions shall be taken to protect the sewer lines from damage that might be inflicted by the improper use of cleaning equipment. The cost of repair of any damage caused by the cleaning operation will be

SECTION 02510 – PART III

the responsibility of the Contractor. Whenever hydraulically propelled cleaning tools, which depend upon water pressure to provide their cleaning force, or any tools which retard the flow of water in the sewer line are used, precautions shall be taken to ensure that the water pressure created does not cause any damage or flooding to public or private property being served by the manhole section involved. The flow of sewage in the sewer lines shall be utilized to provide necessary pressures for hydraulic cleaning devices whenever possible. When additional quantities of water from fire hydrants are approved as necessary to avoid delay in normal working procedures the water shall be conserved and not used unnecessarily. No fire hydrant shall be obstructed in case of fire in the area served by the hydrant nor shall a hydrant be used for the purpose described unless the vacuum break is provided. The Contractor will be responsible for all permits, arrangements, and costs associated with obtaining water for this construction operation. The Contractor shall use approved backflow prevention devices if hydrants are used for water supply.

G. Contractor's personnel shall be familiar with all phases of sewer line cleaning to insure quality performance without causing damage to any of the appurtenances associated with work involved. In the event a line must be re-cleaned as ordered by the Engineer for any reasons, the Contractor shall undertake such re-cleaning, without charge to the Owner.

H. Roots shall be removed in the designated sections where root intrusion is a problem. Special precautions should be exercised during the cleaning operation to assure as complete removal as possible of visible roots from the joint or lateral area. Procedures may include the use of mechanical devices such as rodding machines, expanding root cutters and porcupines, and hydraulic procedures such as high-pressure jet cleaners.

I. Any damage caused by the Contractor's cleaning operation, shall be repaired by the Contractor at no additional cost to the Engineer or Owner.

3.03 TELEVISION INSPECTION

A. The Contractor shall provide all equipment, personnel and supplies necessary for the internal close circuit televisions (CCTV) inspection of sanitary sewers for pre-installation conditions and post-installation conditions. The specifications in this section shall apply to all internal inspection of sewers under this contract.

B. Camera and Recording Equipment: The radial view video camera used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow a clear picture for the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The camera, television monitor, recorder and other components of the video system shall be capable of producing a minimum 500 line resolution video picture in living color. Picture quality and definition shall be to the satisfaction of the Owner's representative and if unsatisfactory equipment shall be removed and no payment made for unsatisfactory inspection.

SECTION 02510 – PART III

C. Power Cable: The power cable attached to the camera must be of sufficient length to insure televising the entire pipe section from manhole to manhole. Any delays in television inspection or additional equipment set ups caused by insufficient length of cable will be the responsibility of the Contractor.

D. Preparation: CCTV equipment shall be set up in the preparation for television inspection. Equipment set up shall include necessary traffic control, positioning of winches, power cable hook-up, CCTV camera preparation and positioning of the CCTV camera in the manhole and proper cleaning and de water of the target sewer line to allow complete inspection of the line. **The pipeline shall be cleaned and free of all water and material that prohibits viewing the condition of the entire surface, including bottom of the pipe, during all CCTV recordings prepared and submitted for approval.**

E. Internal Inspection: The camera shall be moved through the line in either direction at a uniform rate, stopping when necessary to insure proper documentation of the sewer's condition and in no case will the television camera be pulled at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera at a uniform speed through the sewer line.

F. Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephones or other suitable means of communication shall be set up between the two manholes of the section being inspected to insure good communication between members of the crew.

G. Measurement for location of any defects shall be above ground by means of the meter device. Marking on cable, or the like, will not be allowed. Measurement meters will be accurate to one tenths (0.1) of a foot over the length of the section being inspected. Accuracy of the measurement meters shall be checked daily by use of a walking meter, roll-a-tape or other suitable device.

H. Documentation of the television results shall be as follows:

1. Points of Significance: Points of significance as referenced in the following sections shall include, but are not limited to, ALL infiltration points, points or areas of pipe deficiency, locations of building sewer and lateral connections, protrusions, offset joints, roots, storm sewer connections, collapsed sections, presence of scale or corrosion, and other discernible features or unusual conditions. The CCTV camera shall stop at and look into all lateral connections and shall clearly show the entire perimeter of connection between each lateral and the main line sewer. In the event a line must be re-inspected as ordered by the Engineer for insufficient viewing of the lateral connections or other features, the Contractor shall undertake such re-inspection without charge to the Owner.

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2. Television Inspection Logs/Reports: A televising inspection log corresponding to each sewerline inspection shall be provided. The inspection logs shall be provided electronically in Portable Document Format (pdf) format and shall be clearly labelled to match the location. Image captures taken at each point of significance shall be included in the inspection log.

3. Video Recordings: Contractor shall record the entire television inspection of each sewer line. The recording shall include a clearly readable text overlay displaying:

- A. Prior to camera entering sewer line
 - 1. Date and time of inspection (EST)
 - 2. Contractor name
 - 3. Sewer line section ID (as provided by owner)
 - 4. Upstream and downstream manhole ID's (as provided by owner)
 - 5. Direction of recording relative to flow
- B. During entire inspection:
 - 1. Sewer line section ID.
 - 2. Camera's position station in feet relative to beginning of pipe section being inspected.
- C. At each point of significance:
 - 1. Description of observation

The camera shall be slowed or stopped for a sufficient length of time for proper inspection of each point of significance. Proper inspection of laterals and other connecting pipes shall include focusing the camera up the connection and also televising the entire connecting perimeter. A copy of each completed inspection shall be provided to Owner.

Digital recordings must be submitted in mp4 file format, and be provided via exchanges of a memory card, hard drive, USB drive, or via a file-sharing website. Alternative file formats must be reviewed and approved by the Engineer. Files must be clearly organized and labelled prior to submitting to the Engineer. Digital recordings must be named / labeled by sewer line ID, inspection type, and year of recording (ie. Street_SewerLineID_preCIPP_[year] or Street_SewerlineID_postCIPP_[year]). The Contractor shall have all original recordings and necessary playback equipment readily accessible for review by the Owner and Engineer onsite during the project.

Additional or subsequent video files created during root removal, additional cleaning, cutting of protruding taps, miscellaneous preparation work, damages, or other changes to the pipeline shall be clearly labelled and identified before submitting to the Engineer.

SECTION 02510 – PART III

I. Video Inspector Quality: The camera shall have lighting focus and clarity sufficient enough to allow clear visibility for proper evaluation of all points on infiltration, pipe deficiency, and of other points of significance as described in section H1 above. The sewer line being inspected must be free of debris and water to allow a complete inspection as stated under Section D. In the event a line must be re-inspected as ordered by the Engineer for lack of video quality, the Contractor shall undertake such re-inspection without charge to the Owner.

3.04 PREPARATION, REVIEW, AND CERTIFICATION

A. REVIEW OF VIDEO

The Contractor shall be responsible to review the pre-video before installation of the liner. The Contractor shall ensure the cleanliness of the existing sewer and confirm that all debris and obstruction have been removed.

B. VERIFICATION OF SERVICE CONNECTIONS

Service connection verification shall be conducted by the contractor as follows:

1. The Contractor shall identify and document all live service connections that are to be reconnected to the liner pipe. He/she shall utilize procedures which do not damage, block or otherwise interfere with the operation of the sewer or the ground above. Acceptable methods of the identification include television observation, combined with dye testing, magnetic detector, or an equal, as necessary.

2. The position and location of the live services shall be both logged in written record and marked on the pavement or staked in the lawn areas for field identification, as required.

3. It is the Contractor's responsibility to determine that all live services have been located and marked so that they may be connected to the liner pipe. If the Contractor fails to connect the same to the pipe liner, the cost of damages resulting from this failure shall be borne entirely by the Contractor.

4. Any suspected inactive or abandoned laterals identified by the Contractor shall be brought to the Engineer's attention for further investigation and review. The Contractor shall be responsible to open all laterals, unless given specific direction in writing from the Engineer to abandon (i.e., not reinstate) a lateral. If the Contractor fails to re-instate a lateral, the cost of damages resulting from this failure (i.e., backups) shall be borne entirely by the Contractor.

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C. CERTIFICATION

As stated in Section 02510, Item 1.02, Submittals, the contractor shall submit a letter to the Engineer stating that the sewer is clean and sound enough to ensure an effective lining. Certification is required for each pipe section to be lined.

D. PREPARATION WORK PRIOR TO LINING

Prior to insertion of the liner, the Contractor shall perform any remaining preparation work that may be required. This may include, but is not limited to:

1. Protruding Service Connections: It shall be the Contractor's responsibility to clear the line of any protruding service connections. Precautions shall be taken in removing or trimming protruding services and other obstructions so as not to cause further failure of existing pipe or service pipe which would interfere with the lining operation or the reconnection of existing services to the liner.

2. Obstructions: Any additional roots, mineral deposits, or obstructions shall be removed by the Contractor before installation of liner.

3. Grouting: Mainline joint grouting and lateral grouting, under Bid Items No. 3B and 3A respectively, may be necessary before the installation of a liner. The Contractor shall make a recommendation to the Engineer if grouting is advised prior to liner insertion. All grouting shall be approved by the Owner/Engineer prior to start of construction and should confirm to Section 02700.

4. Spot Repairs/Damaged Pipe: The Contractor shall identify to the Owner areas of the pipe that are damaged and that might require a spot repair.

3.05 RECONSTRUCTION OF SANITARY SEWERS BY MEANS OF FLEXIBLE RESIN-IMPREGNATED POLYESTER FIBER FELT LINER

A. PRIOR TO INSERTION OF LINER

1. Bypass: Before installation of the liner, it is the Contractors responsibility to set up bypass pumping, if necessary. Bypass pumping shall be maintained until the section is fully cured, tested, and placed back in service. All bypass pumping shall conform to section 02510, Item 3.01.

2. Cleaning: It shall be the responsibility of the Contractor to clean the line and remove any solids or obstructions that may prevent liner installation inside existing sewer. The methods used for cleaning the sewer line shall be in accordance with Section 02510, Item 3.02.

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3. Check for Line Obstructions: If inspection reveals an obstruction that, in the opinion of the Contractor, will not allow for CIPP lining of the section, the Contractor shall immediately notify the Engineer.

4. Video Inspection: The interior of the pipeline shall be carefully re-inspected immediately before installation of the liner, to determine the location of any conditions which may prevent proper installation of the liner pipe into the sewer line, and conditions corrected.

B. INSERTION OF THE LINER

1. The polyester fiber felt liner shall be installed through the manholes. Where one section of the liner connects to another, the resin mixture used to seal the liner ends shall meet with the manufacturer's recommendation.

2. The liner shall be constructed of a material which, when installed, shall provide a jointless and continuous structurally sound liner able to withstand all imposed static, dynamic and hydrostatic loads on a long-term basis.

3. The Engineer shall approve a location where the uncured resin in the original containers and the un-impregnated line will be vacuum impregnated prior to installation. The Owner and Engineer shall approve the materials a "wet-out" procedure. A resin and catalyst system compatible with the requirements of this method shall be used. The quantities of the liquid thermosetting materials shall be per the manufacturer's standards to provide the required lining thickness.

4. A scaffold or elevated platform shall be erected at the upstream access point. The wet-out liner material shall be inserted through an existing manhole or other approved access by means of an inversion process and the application of a hydrostatic head sufficient to fully extend the liner to the next designated manhole. The tube shall be inserted into the vertical inversion standpipe with the impermeable plastic membrane side out. At the lower end of the inversion standpipe, the liner tube shall be turned inside out and attached to the inversion standpipe so that leak proof seal is created. The inversion head will be adjusted to be of sufficient height to invert the liner to the next access point designated and to hold the liner snug to pipe wall and to produce dimples at side connections and flared ends at the entrance and exit access points. The use of lubricant is recommended and if used such lubricant shall be approved by the manufacturer. The manufacturer's standards shall be followed during the elevated curing temperature so as not to over stress the felt fiber and cause damage or failure of the liner prior to cure. (In certain cases, the Contractor may elect to use a Top Inversion. In this method, the liner is pre-inverted to a distance that corresponds to the minimum required inversion standpipe, the liner is attached to top ring and the standpipe is formed by the tube itself.)

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5. Liner Curing:

a. After inversion is completed, the Contractor shall supply a suitable heat source either through steam or water re-circulation equipment. The equipment shall be capable of delivering hot steam or water to the far end of the liner per manufacturer's recommendations, to uniformly raise the steam or water temperature in the entire liner above the temperature required to effectively cure the resin. This temperature shall be determined by the manufacturer based on the resin/catalyst system employed.

b. The heat source shall be fitted with suitable monitor to gauge the temperature of the incoming and outgoing steam or circulating water. Another such gauge shall be placed between the liner and the pipe invert at near and far access to determine the temperature of the liner during cure. All gauge monitoring shall be above ground and not in the manhole. Gauges are to be such that the gauge can be easily read with appropriate gradations. Steam or water temperature in the line during the cure period shall be as recommended by the resin manufacturer.

c. Initial cure shall be deemed to be completed when inspection indicates that the exposed portions of the liner appear to be hard and the remote temperature sensor indicates that an exothermic reaction has occurred. The cure period shall be of a duration recommended by the resin manufacturer, as modified for the process, during which time the re-circulation of the steam or water and cycling of the heat exchanger to maintain the temperature in the liner continues.

d. Before the curing begins, the pressure required to hold the flexible tube tight against the existing conduit shall be provided by the tube manufacturer. Once the cure has started and dimpling for laterals is completed, the required pressure shall be maintained until the cure has been completed. Should the pressure deviate more than 2.3 ft. of water (1 psi) from the required pressure, the installed tube shall be completely removed from the existing conduit by the Contractor and the process shall be repeated at no additional cost to the Owner. A continuous log of pressure during cure shall be maintained and provided to the Engineer, per Section Item 1.02 Submittal, sub part M.

6. Cool Down

a. The Contractor shall cool the hardened liner to a temperature below 100 degrees F. before relieving the static head in the inversion standpipe. Cool-down shall be conducted according to manufacturer's recommendations. Care shall be taken in the release of the static head such that a vacuum will not be developed that could damage the newly installed liner.

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7. Finish

a. The finished lining shall be continuous over the entire length of an insertion run and be as free as commercially practicable from visual defects such as foreign inclusions, dry spots, pinholes and delamination. The lining shall be impervious and free of any leakage from the pipe to the surrounding ground or from the ground to the inside of the lined pipe. The surface shall be smooth and free of waviness throughout the pipe. Any defects resulting from improper installation or material defects shall be repaired by the Contractor in a manner approved by the Owner / Engineer and with no additional cost to the Owner.

8. Sealing Pipe at Manholes

a. Under Bid Item 3D, where directed in writing by the Engineer after completion of lining, at the terminal ends of pipe at manholes, the annular space between the liner and the existing sanitary sewer line at each manhole shall be sealed with non-shrink hydraulic cement or other approved hydraulic grout including sulfate resistance additives so as to provide a watertight seal. In cases where the CIPP liner traverses through the manhole, the sealer shall be applied between the cut edge of the liner and the existing bench/channel. Sealing material and installation method shall be submitted to and approved by the Owner / Engineer prior to start of construction. Sealing material shall be compatible with CIPP liner.

b. Under Bid Item 3E, where directed in writing by the Engineer after completion of lining, existing benches and channels within manholes shall be built up with a quick-set hydraulic cement type grout as needed to match the CIPP liner elevations. Smooth transition shall be formed between the existing surfaces and the CIPP.

C. TESTING OF THE LINER

1. The water tightness of the liner shall be gauged throughout the curing process. Any leaks observed shall be repaired by the Contractor at their cost. The Contractor shall supply a method for repair subject to the approval of the Engineer. Upon approval, the repairs shall be made, and an additional post-video provided for review by the Engineer.

2. If due to broken or misaligned pipe at the access point, the lining fails to make a tight seal, the Contractor shall apply a seal at that point. A seal shall also be applied at the edge of the liner and previous manhole insert. This shall be done after the liner has been cured and the section through the manhole has been cut open. The seal shall be of a resin mixture compatible with the pipe.

SECTION 02510 – PART III

D. TESTING OF THE PIPE

Where directed by the Engineer, the Contractor shall provide testing of the completed liner installation. The Engineer reserves the right to order air testing on any pipe segment issued under this Contract, provided that a minimum 48 hours' notice is communicated to the Contractor to allow for mobilization of testing equipment to the site. All testing shall be in accordance with ASTM standard specifications and shall be the latest edition and revision.

Testing shall be performed after installation and reforming of the liner and before any taps are made, the Contractor shall run an air test on the sewer line to determine if it is watertight. The Contractor shall furnish all necessary equipment to conduct the test. Acceptable method is a low-pressure air test in accordance with ASTM F1417. Air test procedure shall be as follows:

1. Pressurize the test section to 4.0 psi and hold above 3.5 psi for not less than 2 minutes. Add air if necessary to keep the pressure above 3.5 psi. At the end of this 2 minute saturation period, note the pressure (must be 3.5 psi minimum) and begin the test. The pressure should hold for the Minimum Test Times as specified below. If the pressure drops 0.5 psi in less than the time given below, the section of pipe shall not have passed the test, the source of the pressure loss must be corrected by the Contractor at no expense to the Owner, and the pipe must be retested.

<u>Sewer Size (Inches)</u>	<u>Minimum Test Time (Minutes)</u>
8	4
10	5
12	6
15	7
18	9
21	12

2. When the prevailing groundwater is above the sewer being tested, air pressure shall be increased 0.43 psi for each foot the water table is above the flow line of the sewer. Please note: in no case shall the starting test pressure exceed 9.0 psi to ensure worker safety.

3. If the time for the pressure to drop 0.5 psi is 25 percent or less of the time given in the table, the line shall immediately be re-pressurized to 3.5 psi and the test repeated.

4. The pressure gauge used shall be supplied by the Contractor, shall be graduated in divisions of 0.10 psi and an accuracy of 0.004 psi.

5. If a section of liner does not pass any of the testing above, the Contractor shall repair to the satisfaction of the Engineer at no additional cost to the Owner.

SECTION 02510 – PART III

E. QUALITY CONTROL TESTS

All quality control testing shall be in accordance with ASTM standard specifications and shall be the latest edition and revision.

1. For every third Inversion (Installation), collect as follows:

a. CIPP less than 18 inches in diameter: Collect a restrained pipe sample by placing a section of PVC pipe of the same diameter as the existing host sewer pipe on the tail end of the liner in the manhole. The length of PVC pipe shall be 30 inches plus 1.5 times the diameter of the existing sewer. Run the impregnated tube through the pipe and cure the CIPP under restrained conditions. Cut two 15-inch long cylindrical samples from the center of the restrained pipe sample. In instances when preparing a restrained pipe sample is not practical, as approved in writing by the Owner, a sample shall be fabricated from material taken from the tube and catalyst system used and cured in a clamped mold placed in the down tube when circulating heated water is used or in the silencer when steam is used.

b. In medium and large diameter applications and areas with limited access, the sample should be fabricated from material taken from the tube and the resin/catalyst system used and cured in a clamped mold placed in the downtube when circulating heated water is used and in the silencer when steam is used. This method can also be used for sizes 18 inch or less in situations where preparing samples in accordance with a. above cannot be obtained due to physical constraints, if approved by the owner.

2. Label samples with the contract number, date of Installation, street location, segment number(s), and specified thickness.

3. The following tests at the following minimum frequencies will be performed by the Contractor on CIPP liners installed. The Owner may, at his discretion and cost, conduct additional testing to improve the resolution of performance test characterization. All testing shall be performed by a laboratory with an American Association for Laboratory Accreditation (A2LA) for the specific test to be performed.

a. Short-term Flexural (Bending) Properties – The initial tangent flexural modulus of elasticity and flexural yield strength measured in accordance with ASTM D790, latest edition.

i. Frequency-One test per every 3 inversion shots.

b. Tensile Strength measured in accordance with ASTM D638, latest edition.

i. Frequency-One test per every 3 inversion shots.

SECTION 02510 – PART III

- c. Thickness measured in accordance with ASTM D5813/D3567, latest edition.
 - i. Frequency-One test per every 3 inversion shots.
- d. Long-term Flexural Modulus of Elasticity measured in accordance with ASTM D2990. Test will be performed for 10,000 hours under test conditions and loadings described below. The data points from 1,000 hours to 10,000 hours of the Long-term Flexural Modulus shall be extrapolated using a Microsoft Excel log-log scale linear regression analysis to determine the minimum service life performance of the resin tube.
 - i. Testing will be conducted at:
Temperature: 21 to 25 degrees C Relative humidity: 5 percent minimum Load: Load used in ASTM D2990 testing as submitted in accordance with paragraph 1.4.A.3
 - ii. Frequency-For each different combination of flexible tube, resin, diameter and installation method used on this project: One test per every 20 inversion shots.

F. RECONNECTION OF LINE SERVICE

After the pipeline has been successfully reformed and tested, Contractor shall reconnect each “live” sanitary service lateral connection as follows:

1. It shall be the Contractor’s responsibility to verify, by video, which service connections are live. Each existing live service connection shall be opened through the liner using a specially designed cutting machine without the need for excavation. The service laterals shall be opened to provide a capacity not less than 95% of their original flow rate. The opening from the liner to the service outlet shall be made from the interior of the liner by means of a television camera directing a cutting device. A smooth edge for reconnections shall be established with wire wheeled brushes. Alternative equipment or methods for smoothing lateral connections must be approved by the Engineer. All lateral services reconnected shall be free of furs and frayed edges or any other restrictions preventing free flow of wastewater. In the event that an active service connection is missed, it will be the Contractor’s responsibility to reconnect said service at no additional cost to the Owner. If the opening for reestablishing a lateral connection is cut larger than the opening of the lateral or if any other damage is caused to the liner the Contractor shall, at no additional cost to Owner install a pipe patch (point repair) and reestablish the lateral connection.

2. If the Contractor must excavate to reconnect a sanitary service connection, the contractor shall notify the Engineer in writing asking for authorization to proceed with work under other methods. No excavation will take place without written approval by the Engineer.

SECTION 02510 – PART III

3. Chemical grouting or service connection lateral liners shall be used to seal the annulus between the CIPP rehabilitated main line and the host pipe around the reinstated lateral openings when specified by the Engineer.

4. All services shall be reinstated within 24 hours to minimize disturbance to private residents. If connections cannot be reinstated within this period of time, the Contractor shall obtain approval from the Engineer prior to any extension to allow additional bypass/diversion pumping.

3.06 FINAL ACCEPTANCE

After installation of the liner and reinstatement of service connections, the contractor shall perform a CCTV inspection in the presence of the Owner's Representative. A radial-view TV camera shall be used. The finished liner shall be continuous over the entire length of the installation. The liner shall be free of significant visual defects, damage, deflection, holes and the like. Cut-ins at service connections shall be neat and smooth. There shall be no visible infiltration through the liner or from behind the liner at service connections and manholes.

3.07 CLEAN-UP

After the liner installation and joint sealing has been completed and accepted, the Contractor shall clean-up the entire project area and return the ground cover to grade. All excess material and debris not incorporated into the permanent installation shall be disposed of by the Contractor, in accordance with the State and Federal laws and regulations. The project area affected by the Contractor's operations shall be reinstated.

3.08 WARRANTY

A. The liner shall be certified by the manufacturer for specified material properties. The manufacturer warrants the liner to be free from defects in raw materials for five (5) years from the date of delivery. The Contractor shall warrant the liner installation for a period of (5) years. During the warranty period, any defects which affect the integrity or strength of the pipe shall be repaired at the Contractor's expense in a manner mutually agreed by the Owner and the Contractor.

B. If a liner fails to cure, the Contractor shall be required to remove the failed liner at no additional cost. The cost shall include all material, excavation, backfilling, cutting concrete. Pipe shoring, temporary pavement, permanent pavement, permits and other incidental work required to remove the liner from the existing pipe. There shall be no direct payment for this work.

SECTION 02520 – TRENCHLESS REHABILITATION OF SANITARY SEWERS
(ULTRAVIOLET LIGHT CURED-IN-PLACE PIPE LINING)

PART I – GENERAL

1.01 SCOPE OF WORK

A. The Contractor shall furnish all labor, materials, tools, equipment and perform all operations required with the installation of the ultraviolet (UV) light cured-in-place pipe (CIPP) liner in existing sanitary sewer mains. The CIPP shall be formed by inserting a resin-impregnated flexible fabric tube into an existing sewer line, expanding the tube to fit against the existing sewer line walls, and then curing the resin using UV light. The installation of the resin-impregnated flexible fabric tube shall be in accordance with the manufacturer's recommendations and/or other approved methods, and shall meet or exceed ASTM F2019 standards, latest edition. When completed, the cured liner should extend from end-to-end of the section being lined in a continuous tight-fitting watertight pipe-within-a-pipe.

B. The rehabilitation of the sanitary sewer main shall be performed without the need for excavation and demolition of existing structures. The Contractor shall be able to re-establish user lateral services without excavation and minimize the disruptions to neighboring homes and traffic. Excavation for emergencies is permitted, but only as directed and approved by the Owner's Engineer.

C. Prior to ordering sewer rehabilitation materials, the Contractor shall be responsible for inspecting and confirming the inside dimension, alignment, pipe material, and condition of the existing sewer pipe segments to be lined with CIPP.

D. The Contractor shall be responsible for performing all CIPP and related work, including but not limited to traffic control, sewer flow control and bypassing, sewer line cleaning, root and protruding tap cutting, pre- and post-rehabilitation video inspection, liner installation, reopening of service connections, testing, reconstruction, and restoration. All work shall be performed in accordance with applicable Federal, State, and City/Town/Village regulations, including current OSHA safety standards.

E. The Contractor shall be responsible for odor and noise mitigation under this contract in accordance with applicable Federal, State, and City/Town/Village regulations. The Contractor shall monitor the surrounding area and minimize odors and noise that may occur due to his work activities.

F. Pipeline rehabilitation products that require bonding to the existing pipe wall for structural strength will not be allowed as the conditions of the existing pipe walls are unknown and may vary greatly. The finished CIPP wall shall have sufficient structural strength to support all dead loads, live loads and groundwater pressure imposed with the assumption that the existing pipe cannot share any loading or contribute to structural integrity of the liner.

SECTION 02520 – PART I

G. Upon completion of the work, the Contractor shall provide the Owner with an extended performance warranty which shall guarantee the materials and workmanship for a period of five (5) years from the date of final acceptance. The warranty shall be all inclusive of all material, labor and equipment costs associated with the remedial measures necessary to correct the situation if a product failure is detected.

1.02 SUBMITTALS

B. Design Data:

1. Structural design calculations and specification data sheets listing all parameters used in the liner design and thickness calculations based on ASTM F2019, latest edition, for each pipe segment. The design parameters shall meet or exceed the following requirements:

Minimum CIPP Resin Requirements:

Flexure Strength	6,500 psi
Long Term Flexural Modulus	725,000 psi
Short Term Flexural Modulus	1,400,000 psi

Minimum Finished CIPP Wall Thickness Requirements:

8- and 10-inch Diameter Host Pipe	3.5 mm
12-inch Diameter Host Pipe	4.5 mm

For larger diameter host pipes the Contractor shall provide-for approval the proposed Minimum Finished thickness to the Owner's Engineer. All calculations shall be prepared under and stamped by a Professional Engineer registered in New York State. Submit P.E. certification form for all CIPPL design data.

Other Required Parameters for calculating Minimum Finished Wall Thickness:

Fully deteriorated host pipe

H-20 live load = 16,000 lbs (assume live load in non-paved areas as well for maintenance vehicles)

A minimum service life of 50 years

Groundwater depth above bottom of the pipe = depth to ground surface (fully saturated soil conditions)

SECTION 02520 – PART I

Pipe ovality	=	3 percent
Soil density	=	120 lbs/cu. ft.
Soil modulus	=	700 psi
Safety factor	=	2.0 minimum

All calculations shall be prepared under and stamped by a Professional Engineer registered in New York State. Submit P.E. Certification Form for all CIPPL design data.

2. Certified test reports demonstrating that the exact resin/liner combination to be used for this project meets the requirements for initial structural properties (performed in accordance with ASTM F2019, ASTM F1216, ASTM D638, and ASTM D790) and chemical resistance (performed in accordance with ASTM F1216-Appendix X2 or ASTM D5813).

3. Certified test reports demonstrating that the exact resin and comparable liner to be used for this project has been tested for long-term flexural modulus of elasticity and long-term flexural strength (i.e. 10,000 hour creep testing performed in accordance with ASTM D2990 for design conditions applicable to this project). Load shall be equivalent to 400 psi minimum. If the liner used for testing is not the exact liner to be used on this project, submit a detailed description of the physical properties of both the liner used in the test and the liner to be used for this project to demonstrate that the two liners are comparable in terms of physical properties.

B. Material Safety Data Sheets for all products used.

C. Shop drawings shall be submitted for all items to be furnished in accordance with the provisions of the General Conditions as supplemented. Submittals shall include information on the fiberglass tubing liner, thermosetting resin, bypass pumping system, means and methods for sewer joint testing and grouting procedures, manufacturer's data for chemical sealing materials, inflating process procedure/chart, backflow prevention devices for hydrants (if necessary), testing reports, televising records, and all other incidentals intended to be utilized.

D. Laboratory test reports and other certifications, as applicable, that the liner material meets the requirements of these specifications.

E. Sample Homeowner 48-Hour Notification Letter: Provide a sample letter to the Engineer for review. The letter should identify the Contractor as performing work for Erie County Division of Sewerage Management, describe the nature of the work, provide emergency contacts (including Erie County 24/7 Emergency Phone Number), and describe any instructions or notifications to the homeowner/resident.

SECTION 02520 – PART I

F. Detailed Description of the Proposed Method of Installation. The submittal shall be all inclusive of all installation features, such as set-up pressures, cure time, stating the installation parameters that will be monitored, pressure temperature; type of gauges to be utilized for monitoring and location of the gauges, etc. and shall also include other related incidentals such as the pre and post flushing/cleaning of the existing pipe, root removal, bypass pumping to maintain existing sewage flows, maintenance and protection of traffic, re-establishing flow from existing building connections, property owner notifications, general site clean-up, the alternate provisions which will be provided in cases of emergencies where the homeowner may lose service for an extended period of time, etc.

G. Pre-CIPP Inspection Video and Log: The Contractor shall submit to the Owner, for approval prior to CIPP liner installation, a copy of the pre-inspection video, and an electronic (PDF) report detailing the condition of the pre-lined pipe identifying and documenting recommended spot repairs, protruding lateral repairs, lateral connections requiring chemical grout repair, and any other defect that would inhibit proper lining of the sewer line section..

H. Written Confirmation: The Contractor shall submit to the Owner, for approval prior to CIPP liner installation, a written confirmation, stating that the sewer is clean and sound enough to ensure an effective rehabilitation lining. **This submittal is required for each section of pipeline to be lined.**

I. Manufacturer Cure Times: For each section to be lined a formal submittal shall be made by the Contractor to the Engineer which addresses the existing conditions such as air temperature within the pipeline to be lined, outside air temperature and hydrostatic ground water pressure. Further, the communication shall identify the recommended speed of the ultraviolet curing assembly for proper curing of the resin, installation pressure, temperature limitations, and how pressure and cure time will be monitored. All gauge monitoring shall be performed from above ground.

J. Bypass Pumping Plan: Detailed description of the bypass pumping operations and the equipment the Contractor will have onsite to accomplish the needs of the area shall be submitted.

K. Liner Designs: Liner designs specifying the required liner thickness for each section of pipeline to be lined are required. All calculations shall be prepared under and stamped by a Professional Engineer registered in New York State.

L. Post-CIPP Inspection Video and Log: The Contractor shall submit to the Owner for approval a post-inspection video showing the condition of the post-repaired, post-lined pipe segment.

SECTION 02520 – PART I

M. Certificate of Approval: A manufacturer's final certificate of approval that states that material and installation methods fully satisfied their requirements shall be submitted.

N. UV Cure Logs: A continuous log of measurements collected during cure shall be maintained for every lining installation and shall be provided in PDF format monthly to the Engineer.

O. Confined Space Entrant Permits: Copies of all confined space entry permits shall be maintained for every confined space entry performed and shall be provided in PDF format monthly to the Engineer.

P. Quality Control Plan (QCP) that includes the following:

1. A checklist documenting each critical step in the tube's resin saturation process, unhardened CIPP tube's insertion into the subject reach of pipe, hardening (processing) of the CIPP, etc. This reach specific QCP checklist shall have provisions where each critical step is checked off and initialed by the Contractor's designated QCP personnel.

2. A listing of the defined responsibilities of the key project personnel who are charged with ensuring that all the quality control requirements listed are met.

Q. Emergency Plan that includes the following and shall be kept on site during the entire duration of active CIPP installation:

1. The procedures that will be followed in event of a health and safety emergency, pump failure, sewer overflows, service backups, and sewage spillage.

2. Addresses the dangers associated with sewer rehabilitation work.

3. Identifies the on-site designated Health and Safety Officer.

4. List of the rehabilitation equipment that shall be inspected on daily basis.

5. Description of proposed methods and equipment to be used to repair unacceptable CIPP defects and for removing failed CIPP. These shall be as developed by the CIPP System manufacturer to ensure that the required service life of the CIPP will still be achieved after the repair(s) is/are made. The Plan shall also include availability and accessibility of backup equipment such as air compressors, light train components, and lateral cutters.

SECTION 02520 – PART I

1.03 SITE SAFETY

Refer to Specification Section 01010 and General Contract Conditions.

1.04 PRODUCT HANDLING

Refer to Section 02510, Item 1.04

1.05 SEQUENCE OF WORK

The Contractors work in the field shall be in two phases.

A. Phase I – Field Investigation

Phase I shall include all field investigation and sewer line inspections required to be performed before any approval for work under Phase II can be approved. Specifically:

1. Mobilization to the locations specified in the work order.
2. Flush and clean sanitary sewer sections. Obtain necessary permits and requirements from ECWA and/or the municipality that owns the water system before using any hydrants.
3. Set up by-pass pumping if necessary and perform a pre-lining video to detail the condition of the line and identify any pre-lining repair work that may be necessary before a successful lining procedure may be done. The Contractor shall make recommendations as to any spot repair locations that are necessary, protruding laterals that need to be cut, and on if the sewer is acceptable to line or not.
4. Owner / Engineer will review a copy of pre-CIPP lining videos, and approve or disapprove the recommendations.
5. Contractor shall submit to the Owner / Engineer a written confirmation that each section to be lined is clean and sound enough to ensure an effective lining.
6. Upon approval by the Owner / Engineer of a sewer section, the Contractor shall submit, in shop drawing form, design calculations specifically for that section.

B. Phase II - Remedial Work and Pipe Lining

Upon approval from Owner / Engineer to continue, Phase II shall include all approved remedial and lining work. Specifically:

SECTION 02520 – PART I

1. Mobilization of repair / lining crews and equipment to approved sections.
2. Set up of by-pass pumping as necessary.
3. Completing all protruding lateral cutting, and other recommended and approved remediation.
4. If any remedial work is done, another pre-lining video will be required.
5. Clean and video the section again to verify lateral connection locations.
6. Lining and curing the pipe.
7. Perform air testing of lined pipe sections, where requested by the Engineer.
8. Taking a restrained pipe sample every third inversion/installation.
9. Cutting open laterals and brushing edges smooth after liner cooling.
10. Post-CIPP lining video inspection and submission of video to Owner / Engineer for final review.

1.06 COMMUNICATION

Refer to Section 02510, Item 1.06

1.07 QUALIFICATIONS AND EXPERIENCE

A. License or certificate from the Manufacturer stating the CIPP Installer /Contractor is approved and qualified to install the Manufacturer's CIPP system.

B. CIPP System Manufacturer: The Manufacturer shall have at least eight years of active experience in the commercial application of the proposed CIPP System. The CIPP System shall have amassed a minimum of 250,000 linear feet and/or 1,000 CIPP reaches in this timeframe which can be verified as successfully installed and currently performing as designed.

C. CIPP Installer Contractor: The CIPP Installer Contractor shall have at least five years active experience in the commercial installation of the CIPP product bid. CIPP Installer Contractor shall provide a list of a minimum of ten (10) projects of comparable length, diameter, and/or complexity completed in the last five (5) years. The list shall include reference or Owner contact names, current phone numbers, diameter(s) and length(s) of lined pipes, and construction start, and construction completion dates.

SECTION 02520 – PART II

PART II – PRODUCTS

2.01 MATERIALS

A. This specification references American Society for Testing and Materials (ASTM) standard specifications, which are made a part hereof by such reference and shall be the latest edition and revision thereof. ASTM-F-2019 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured-in-Place Resin Pipe (CIPP).

B. General Corrosion Requirements: The finished pipe liner in place shall be fabricated from materials which will be chemically resistant to withstand internal exposure to domestic/industrial sewage.

C. Tube

1. The tube material shall meet the requirements of ASTM F2019, Section 5.2.1. The tube shall be compatible with the resin system used. The tube shall be fabricated to a size that, when installed, will fit the internal circumference and the length of the existing pipe. Allowance shall be made for circumferential and longitudinal stretch during installation. The minimum length of each section shall be the distance from the manhole to the next manhole. The Contractor shall verify section lengths and inside dimensions of the existing sewer section before tube fabrication. Sewing or connecting tubes in order to attain the required length is prohibited.

2. The external foils shall be styrene resistant to protect and contain the resin used in the tube. The exterior foil shall be ultraviolet light resistant and translucent to allow visual inspection of the impregnation of the resin within the glass fibers.

3. The wall color of the interior pipe surface of the CIPP after installation shall be a light reflective color so as not to interfere with visual and/or closed circuit television (CCTV) inspection of the liner or its required properties.

D. Resin

1. The resin system shall meet the requirements of ASTM F2019, Section 5.2.4 or these provisions, whichever is more stringent.

2. The resin shall be a chemically resistant UV cured isophthalic polyester or vinyl ester thermoset resin. When cured the CIPP shall meet the structural and chemical resistance requirements of ASTM F2019.

SECTION 02520 – PART II

E. Liner Material Test – Tests for compliance with this specification shall be made according to the applicable ASTM specification. A certificate of compliance with this specification shall be provided by the manufacturer for all materials furnished under this specification. In addition, all materials used in the construction process shall be made of the best respective kinds and to the satisfaction of the Engineer. Any materials not approved by the Engineer shall be rejected prior to the reconstruction of the sewer. These rejected materials shall then be replaced with approved materials at the Contractor's expense.

<u>Cured Liner</u>	<u>Standard</u>	<u>Results</u>
Flexural Stress	Modified ASTM D-790	6,500 psi
Modulus of Elasticity	Modified ASTM D-790	725,000 psi

F. The Contractor shall furnish, prior to use of the lining materials, satisfactory written guarantee of his/her compliance with the manufacturer's standards for all materials and techniques being used in the inversion lining process. The Contractor shall provide certified test results for approval by the Engineer, from the manufacturer that the material conforms to the applicable requirements. Material not complying with the requirements shall be rejected.

PART III –EXECUTION

3.01 BYPASS PUMPING

Refer to Section 02510, Item 3.01

3.02 SEWER LINE CLEANING

Refer to Section 02510, Item 3.02

3.03 TELEVISION INSPECTION

Refer to Section 02510, Item 3.03

3.04 PREPARATION, REVIEW, AND CERTIFICATION

A. REVIEW OF VIDEO

The Contractor shall be responsible to review the pre-video before installation of the liner. The Contractor shall ensure the cleanliness of the existing sewer and confirm that all debris and obstruction have been removed.

SECTION 02520 – PART III

B. VERIFICATION OF SERVICE CONNECTIONS

Service connection verification shall be conducted by the contractor as follows:

1. The Contractor shall identify and document all live service connections that are to be reconnected to the liner pipe. He/she shall utilize procedures which do not damage, block or otherwise interfere with the operation of the sewer or the ground above. Acceptable methods of the identification include television observation, combined with dye testing, magnetic detector, or an equal, as necessary.

2. The position and location of the live services shall be both logged in written record and marked on the pavement or staked in the lawn areas for field identification, as required.

3. It is the Contractor's responsibility to determine that all live services have been located and marked so that they may be connected to the liner pipe. If the Contractor fails to connect the same to the pipe liner, the cost of damages resulting from this failure shall be borne entirely by the Contractor.

4. Any suspected inactive or abandoned laterals identified by the Contractor shall be brought to the Engineer's attention for further investigation and review. The Contractor shall be responsible to open all laterals, unless given specific direction in writing from the Engineer to abandon (i.e., not reinstate) a lateral. If the Contractor fails to re-instate a lateral, the cost of damages resulting from this failure (i.e., backups) shall be borne entirely by the Contractor.

C. CERTIFICATION

As stated in Section 02510, Item 1.02, Submittals, the contractor shall submit a letter to the Engineer stating that the sewer is clean and sound enough to ensure an effective lining. Certification is required for each pipe section to be lined.

D. PREPARATION WORK PRIOR TO LINING

Prior to insertion of the liner, the Contractor shall perform any remaining preparation work that may be required. This may include, but is not limited to:

1. Protruding Service Connections: It shall be the Contractor's responsibility to clear the line of any protruding service connections. Precautions shall be taken in removing or trimming protruding services and other obstructions so as not to cause further failure of existing pipe or service pipe which would interfere with the lining operation or the reconnection of existing services to the liner.

SECTION 02520 – PART III

2. Obstructions: Any additional roots, mineral deposits, or obstructions shall be removed by the Contractor before installation of liner.

3. Grouting: Mainline joint grouting and lateral grouting, under Bid Items No. 3B and 3A respectively, may be necessary before the installation of a liner. The Contractor shall make a recommendation to the Engineer if grouting is advised prior to liner insertion. All grouting shall be approved by the Owner/Engineer prior to start of construction and should confirm to Section 02700.

4. Spot Repairs/Damaged Pipe: The Contractor shall identify to the Owner areas of the pipe that are damaged and that might require a spot repair.

3.05 RECONSTRUCTION OF SANITARY SEWERS BY MEANS OF PULLED IN PLACE GLASS REINFORCED PLASTIC CURED-IN-PLACE PIPE

A. PRIOR TO INSERTION OF LINER

1. Bypass: Before installation of the liner, it is the Contractors responsibility to set up bypass pumping, if necessary. Bypass pumping shall be maintained until the section is fully cured, tested, and placed back in service. All bypass pumping shall conform to section 02510, Item 3.01.

2. Cleaning: It shall be the responsibility of the Contractor to clean the line and remove any solids or obstructions that may prevent liner installation inside existing sewer. The methods used for cleaning the sewer line shall be in accordance with Section 02510, Item 3.02.

3. Check for Line Obstructions: If inspection reveals an obstruction that, in the opinion of the Contractor, will not allow for CIPP lining of the section, the Contractor shall immediately notify the Engineer.

4. Video Inspection: The interior of the pipeline shall be carefully re-inspected immediately before installation of the liner, to determine the location of any conditions which may prevent proper installation of the liner pipe into the sewer line, and conditions corrected.

B. RESIN IMPREGNATION

1. The tube shall be impregnated with resin (wet-out) in accordance with ASTM F2019, Section 6.3. The impregnation equipment shall contain devices to secure proper distribution of the resin.

SECTION 02520 – PART III

2. The installer shall arrange for a location where the liner will be impregnated prior to installation. The installer shall allow the Owner or representative thereof to inspect the materials and procedures used to impregnate the tube.

3. Should the liner material be cut to pump/vacuum resin into the liner, all layers of the liner shall be sewn closed and the plastic coating sealed watertight, per manufacturer's recommended procedures.

C. INSERTION OF THE LINER

1. Prior to insertion of the liner the Contractor shall insure the cleanliness of the existing sewer. All debris and obstruction shall be removed. As in Section 02520, Item 1.02, Submittals, the contractor shall submit a letter stating that the sewer is clean and sound enough to ensure an effective lining and provide information regarding cure time and pressure for the section to be lined.

2. Insertion shall be in accordance with ASTM F2019, latest edition, Sections 6.2 and 6.4.

3. The Contractor may install a pre-liner tube before installing the actual liner based on their evaluation of the host pipe and levels of groundwater infiltration. The pre-liner tube shall be of reinforced plastic formed to fit the host pipe and shall be continuous from manhole to manhole. The pre-liner tube shall be a rated gas barrier for styrene.

4. Prior to installing the tube, a 10 mil thick plastic sheet (slip sheet) shall be pulled into the host pipe to protect the tube from damage as the tube is pulled in, unless otherwise approved by the Owner's Engineer.

5. The tube shall be pulled into place through an existing manhole or approved access point. The pulling speed shall not exceed 15 feet per minute. Care shall be exercised not to damage the tube during the pulling phase. The winch used to pull the liner into the host pipe must be capable of documenting the amount of tension used. The manufacturer's maximum pull-in tension shall not be exceeded.

6. Segments of tube that have been resin impregnated and placed in the host pipe and then are found to be too short, shall be removed without curing and properly disposed of at the Contract's expense. Removal of uncured, resin impregnated tube shall be accomplished in such a way as to not damage the host pipe and minimize the amount of resin allowed to escape. Any additional cleaning or repairs to the host pipe required subsequent to removal of the tube, as well as cleanup of all escaped resin and any odors that may result shall be the responsibility of the Contractor and completed with additional expense to the Owner.

SECTION 02520 – PART III

7. The Contractor shall measure the elongation of the tube after the pull-in completion. The longitudinal elongation shall be less than 2 percent of the overall length.

D. LINER INFLATION

1. End plugs shall be used to cap each end of the liner to form an air tight seal. The end plugs shall be properly secured to prevent them from being expelled due to pressure.

2. Prior to inflation, the tube manufacturer shall provide the values for the minimum pressure required to hold the tube tight against the existing pipe walls and the maximum allowable pressure so as not to damage the tube.

3. An air compressor with sufficient capacity shall be used to expand and hold the impregnated tube tight to the host pipe wall. The air pressure shall be sufficient to produce minor dimples at lateral connections and shall not exceed the maximum allowable pressure submitted by the manufacturer.

4. The required pressure shall be maintained until the cure has been completed. Should the pressure deviate more than 2.3 ft. of water (1 psi) from the required pressure, the installed tube shall be completely removed from the existing conduit by the Contractor and the process shall be repeated at no additional cost to the Owner. A continuous log of pressure during cure shall be maintained and provided to the Engineer.

E. CURING

1. Curing shall be in accordance with ASTM F2019, latest edition, Sections 6.6 and 6.7.

2. A camera shall be located on the ultraviolet curing assembly to enable video inspection of the liner and to ensure that the liner has been properly inflated and any problems can be identified before the curing process begins.

3. A multi-lamp ultraviolet curing assembly shall be drawn through the pipe. The ultraviolet curing lights shall operate in a sufficient frequency range to ensure proper curing of the resin. The ultraviolet curing assembly shall travel through the pipe at the predetermined speed which allows cross-linking/polymerization and curing of the CIPP resin.

4. The Contractor shall submit a documented record of time, rate of travel of the ultraviolet curing assembly, and internal temperatures and pressures during the curing process for each sewer segment to the Owner. Document records shall be downloaded from a tamper-proof computer or PLC.

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5. The finished CIPP shall be continuous over the entire length of an insertion run and be as free as commercially practicable from visual defects such as foreign inclusions, dry spots, pinholes and delamination. The lining shall be impervious and free of any leakage from the pipe to the surrounding ground or from the ground to the inside of the lined pipe. The surface shall be smooth and free of wrinkles throughout the pipe. Any defects resulting from improper installation or material defects shall be repaired by the Contractor in a manner approved by the Owner / Engineer and with no additional cost to the Owner.

F. TRANSITION SECTIONS

1. Under Bid Item 3D, where directed in writing by the Engineer after completion of lining, at the terminal ends of pipe at manholes, the annular space between the liner and the existing sanitary sewer line at each manhole shall be sealed with non-shrink

hydraulic cement or other approved hydraulic grout including sulfate resistance additives so as to provide a watertight seal. In cases where the CIPP liner traverses through the manhole, the sealer shall be applied between the cut edge of the liner and the existing bench/channel. Sealing material and installation method shall be submitted to and approved by the Owner / Engineer prior to start of construction.

2. Under Bid Item 3E, where directed in writing by the Engineer after completion of lining, existing benches and channels within manholes shall be built up with a quick-set hydraulic cement type grout as needed to match the CIPP liner elevations. Smooth transition shall be formed between the existing surfaces and the CIPP.

G. TESTING OF THE CURED PIPE

Refer to Section 02510 Item 3.05 Part D.

H. SAMPLE TESTS

1. Sample shall be cut from a section of cured CIPP at the termination point that has been inserted through a pipe with the same inside diameter as the existing pipe and has been held in place by a suitable heat sink, such as sand bags. The sample shall be large enough to provide for all of the tests indicated below. Samples shall be taken at minimum of once every three liner insertions.

2. Samples shall be labeled with the contract number, date of installation, segment number(s), and specified thickness.

3. The following tests at the following minimum frequencies will be performed by the Contractor on CIPP liners installed. The Owner may, at his discretion and cost, conduct additional testing to improve the resolution of performance test characterization. All

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testing shall be performed by a laboratory with an American Association for Laboratory Accreditation (A2LA) for the specific test to be performed.

a. Short-term Flexural (Bending) Properties – The initial tangent flexural modulus of elasticity and flexural yield strength measured in accordance with ASTM D790 or ASTM F2019, Section 7.1.3.1.

b. Thickness measured in accordance with ASTM F2019, Section 7.1.4. A minimum of eight measurements at evenly spaced intervals around the circumference of the sample shall be taken to ensure that the minimum and maximum thicknesses are determined. The average thickness shall be calculated using all measured values and shall meet or exceed the minimum finished thickness indicated in the approved design calculations. The minimum wall thickness at any point shall not be less than 87.5% of the minimum finished thickness indicated in the approved design calculations. Frequency - One test per every 3 liner insertions.

c. Delamination Test in accordance with ASTM F1216, Section 8.4 or ASTM F1743, Section 8.4. Frequency - One test per every 3 liner insertions.

I. RECONNECTION OF LINE SERVICE

After the CIPP has been successfully cured and tested, Contractor shall reconnect each “live” sanitary service lateral connection as follows:

1. It shall be the Contractor’s responsibility to verify, by video, which service connections are live. Each existing live service connection shall be opened through the liner using a specially designed cutting machine without the need for excavation. The service laterals shall be opened to provide a capacity not less than 95% of their original flow rate. The opening from the liner to the service outlet shall be made from the interior of the liner by means of a television camera directing a cutting device. A smooth edge for reconnections shall be established with wire wheeled brushes. All lateral services reconnected shall be free of furs and frayed edges or any other restrictions preventing free flow of wastewater. In the event that an active service connection is missed, it will be the Contractor’s responsibility to reconnect said service at no additional cost to the Owner. If the opening for reestablishing a lateral connection is cut larger than the opening of the lateral or if any other damage is caused to the liner the Contractor shall, at no additional cost to Owner install a pipe patch (point repair) and reestablish the lateral connection.

2. If the Contractor must excavate to reconnect a sanitary service connection, the contractor shall notify the Engineer in writing asking for authorization to proceed with work under other methods. No excavation will take place without written approval by the Engineer.

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3. Chemical grouting or service connection lateral liners shall be used to seal the annulus between the CIPP rehabilitated main line and the host pipe around the reinstated lateral openings when specified by the Engineer.

4. All services shall be reinstated within 24 hours to minimize disturbance to private residents. If connections cannot be reinstated within this period of time, the Contractor shall obtain approval from the Engineer prior to any extension to allow additional bypass/diversion pumping.

3.06 FINAL ACCEPTANCE

After installation of the liner and reinstatement of service connections, the contractor shall perform a CCTV inspection in the presence of the Owner's Representative. A radial-view TV camera shall be used. The finished liner shall be continuous over the entire length of the installation. The liner shall be free of significant visual defects, damage, deflection, holes and the like. Cut-ins at service connections shall be neat and smooth. There shall be no visible infiltration through the liner or from behind the liner at service connections and manholes.

3.07 CLEAN-UP

After the liner installation and joint sealing has been completed and accepted, the Contractor shall clean-up the entire project area and return the ground cover to original conditions. All excess material and debris not incorporated into the permanent installation shall be disposed of by the contractor, in accordance with the State and Federal laws and regulations. The project area affected by the Contractor's operations shall be reinstated.

3.08 WARRANTY

A. The liner shall be certified by the manufacturer for specified material properties. The manufacturer warrants the liner to be free from defects in raw materials for five (5) years from the date of delivery. The Contractor shall warrant the liner installation for a period of five (5) years. During the warranty period, any defects which affect the integrity or strength of the pipe shall be repaired at the Contractor's expense in a manner mutually agreed by the Owner and the Contractor.

B. If a liner fails to cure, the Contractor shall be required to remove the failed liner at no additional cost. The cost shall include all material, excavation, backfilling, cutting concrete. Pipe shoring, temporary pavement, permanent pavement, permits and other incidental work required to remove the liner from the existing pipe. There shall be no direct payment for this work.

SECTION 02525 – POINT REPAIR SLIPLINING OF SANITARY SEWERS

PART I – GENERAL

1.01 SCOPE OF WORK

A. The Contractor shall furnish all labor, materials, equipment and incidentals required to install point repair liners into existing sewer pipes at the locations included in Work Orders or as directed by the Engineer.

1. A cured in place pipe “short liner” repair consisting of a resin-impregnated fiberglass mat repair sleeve installed by means of pushing or pulling into the existing sewer utilizing a pressure apparatus positioned through a manhole, cleanout or similar access point. The installation of the repair sleeve shall be accomplished in accordance with the manufacturer’s recommendations and/or other approved method, to provide a tight-fitting, impermeable, corrosion resistant, watertight CIPP pipe within a pipe.

2. A one piece, homogenous main-to-lateral cured in place pipe liner assembly “lateral connection liner”, which extends up the lateral pipe as a single continuous lining, for rehabilitation of a sewer service lateral at the connection to the mainline sewer.

B. The design, materials, method of installation and test method shall be in accordance with the design criteria published by the manufacturer or licensor as supplied to and approved by the Engineer.

C. Upon completion of the work, the Contractor shall provide the owner with an extended performance warranty which shall guarantee the materials and workmanship for a period of five (5) years from the date of final acceptance. The warranty shall be all inclusive of all costs associated with the needed remedial measures necessary to correct the situation if a product failure is detected.

D. The Contractor’s method of construction shall consider all essential work tasks including by-pass pumping, sewer line cleaning, closed circuit television inspection, traffic control, etc.

1.02 SUBMITTALS

A. Manufacturer’s certificate verifying the composition of the epoxy resins, the woven fiberglass fabric and polyester felt.

B. Manufacturer’s product design calculations for the given conditions of the point source repair.

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C. A brief description of the Contractor's proposed method of installation. The submittal shall be all inclusive of all installation features and shall include related other incidentals such as the pre and post flushing/cleaning of the existing pipe, by-pass pumping to maintain existing sewage flows, maintenance and protection of traffic, re-establishing flow from existing building connections, general site clean-up, etc.

D. For all rehabilitation products, provide third party test results supporting the long term performance and structural strength of the product.

E. Product data including all system and kit components.

F. Cure Logs: A continuous log of measurements collected during cure shall be maintained for every lining installation and shall be provided in PDF format monthly to the Engineer.

1.03 SITE SAFETY

Refer to Specification Section 01010 and General Contract Conditions.

1.04 PRODUCT HANDLING

Refer to Section 02510, Item 1.04

1.05 COMMUNICATION

Refer to Section 02510, Item 1.06

1.06 QUALIFICATIONS AND EXPERIENCE

A. License or certificate from the Manufacturer stating the CIPP Product Installer /Contractor is qualified and has been trained in installation the Manufacturer's CIPP Product system.

B. The Contractor shall have experience in installing the CIPP product for a minimum of one year. Installers who have less than one year installation experience can qualify by having a manufacturer's representative present during installation.

PART II – PRODUCTS

2.01 MATERIALS

A. "Short Liner" Repair:

SECTION 02525 – PART II

1. Basis of Design Product: PipePatch ® Cured In Place Pipe Point Repair System by Source One Environmental, or accepted equal.

2. Resin: The resin used shall be an ambient curing, two-part silicate based resin with a Waterglass hardener and catalyst system specifically designed for sewer lateral and mainline rehabilitation. The resin system must be specifically compatible with the knitted 100% fiberglass biaxial/chopped strand combo mat used to form the cured-in place pipe. Resin must be non-flammable, odorless, completely inert and non-toxic and contain no VOC's or Styrene.

3. This system shall be designed to structurally repair pipeline cracks, holes, infiltration/inflow and joint separations by inserting a silicate resin coated fiberglass mat. The resin saturated fiberglass mat is centered and held in place at the repair area by an inflatable bladder and push rod system. The resin and fiberglass must harden to repair and seal the damaged area, creating a structurally sound new pipe.

4. Resin with Fiberglass must meet or exceed the following properties:

- a. Average Tensile Strength of 24,500 psi
- b. Average Flexural Strength of 27,500 psi
- c. Average Flexural Modulus of 900,000 psi
- d. Minimum Finished Repair Wall Thickness of 0.070"
- e. Structural performance requirements of ASTM F-1216

5. Resin with Fiberglass must meet or exceed the following
The minimum and maximum length of the repair sleeve will be determined by the Contractor to effectively span the distance of the area to be repaired. Also, the Contractor shall consult with the manufacturer to determine the correct composition of the repair sleeve to effectively fit the existing conditions and loading factors.

6. The Contractor shall determine the proper size of the repair sleeve (length/diameter) to be used. The repair sleeve shall be of sufficient size to extend a minimum of 1'-0" on each side (downstream/upstream) of the damaged area.

B. Main-to-Lateral CIPP Liner Assembly "Lateral Connection Liner":

1. Basis of Design Product: T-Liner ® Main-to-Lateral Lining System by LMK Technologies, or accepted equal.

2. The rehabilitation shall be accomplished by the inversion and inflation of a resin impregnated, one-piece CIPP lateral and main connection liner outfitted with

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engineering, molded hydrophilic gasket seals that are designed specifically for sealing the CIPP mainline/lateral connection interface and lateral termination. When cured, the liner extends over a pre-determined length of the service lateral and the full circumference of the main pipe at the lateral connection. The CIPP shall be designed per ASTM F1216, Appendix X1 and the design for the liner shall assume no bonding to the original pipe. System shall have a 50 year design life.

3. The materials and installation practices shall, at a minimum, adhere to the ASTM F3240-19 “Standard Practice for Installation of Seamless Molded Hydrophilic Gaskets for Long-Term Watertightness of Cured-in-Place Rehabilitation of Main and Lateral Pipelines.

4. Liner Assembly: The assembly shall be continuous in length. The product shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe segments, and flexibility to fit irregular pipe sections. The mainline liner tube shall be formed from a flat sheet of resin absorbent material suitable for CIPP. The forming of the tube is accomplished by one end of the textile sheet overlapping the second end and sized accordingly to create a circular lining equal to the inner diameter of the lined main pipe. The interior of the textile sheet shall be laminated with an impermeable, flexible membrane.

5. Lateral Liner Tube: The lateral tube shall be continuous in length and capable of conforming to offset joints, bends, bells, and disfigured pipe sections. For pipe configurations that contain pipe diameter transitions, the transition liner tube must be formed by the manufacturer prior to installation to ensure proper wall thickness per ASTM F1216. The lateral liner tube shall extend up the length of the lateral a distance of two (2) feet maximum.

6. Mainline Connection: The main tube and lateral tube shall form a one-piece assembly by stitching the lateral tube to the mainsheet aperture. The connecting end of the lateral tube shall be shaped to match the aperture and curvature of the main tube. The lateral tube and main tube shall be sealed by use of a flexible UV cured adhesive/sealant applied in a factory-controlled setting. The main/lateral tube shall take the shape of a “tee” or “wye” with corresponding dimensions such as a curved circle or a curved elliptical opening in the pipe fitting.

7. Hydrophilic Gasket Seals: Gaskets must be a minimum of 2.5 mm thick and must retain this consistent thickness under installation pressures. The gaskets and installation shall conform to ASTM F3240. The lateral tube shall include two compression molded O-ring gaskets attached six (6) inches from the terminating end of the lateral tube.

8. Resin: The resin/liner assembly shall conform to ASTM D5813 Section 8.2.2. The resin shall be a corrosion resistant polyester, vinyl ester or epoxy resin and catalyst system that when properly cured within the composite liner assembly, meets the requirements of ASTM F1216.

SECTION 02525 – PART II

9. Resin shall produce a CIPP which must meet or exceed the following properties:
- a. Minimum Flexural Strength 4,500 psi per ASTM D790
 - b. Minimum Flexural Modulus of 250,000 psi per ASTM D790
 - c. Structural and chemical resistance requirements of ASTM F1216

PART III – EXECUTION

3.01 BYPASS PUMPING

Refer to Section 02510, Item 3.01

3.02 SEWER LINE CLEANING

Refer to Section 02510, Item 3.02

3.03 TELEVISION INSPECTION

Refer to Section 02510, Item 3.03

3.04 CIPP SHORT LINER

A. The Contractor shall provide all labor, materials, and equipment necessary to fabricate and insert the short liner into the damage pipe section following the recommendations of the manufacturer. The Contractor's personnel shall be totally familiar with all phases of this operation.

B. Utilizing the information obtained for the closed circuit television inspection, the Contractor shall cut the fiberglass to suit the length and diameter of the fault. Based on the manufacturer's recommendation, the Contractor shall calculate the epoxy resin quantities and mix them thoroughly. Once the desired mixture is accomplished, the resin shall be equally and totally impregnated on the reinforcement material. The Contractor shall take proper precautions and prepare a working surface which will protect the fiberglass repair mat and avoid the spillage of any resins to the surrounding area.

C. Once the repair sleeve material is properly prepared, the Contractor shall wrap the material on an inflatable packer and repair material shall then be carefully lowered into the pipe conduit and accurately positioned by the Contractor utilizing a closed circuit television unit. In position, the Contractor shall then pressurize the inflatable packer to expand the uncured repair material into intimate contact with the pipe walls. The Contractor shall observe the inflation of the packer using the closed circuit television unit. Regulate the pressure to suit the depth of the conduit.

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D. When the inflatable packer is fully inflated, circulate pressurization water to a heating system above ground. The water temperature should be raised pursuant to the manufacture's recommendation and held for a duration to allow for the epoxy resin to sufficiently cure.

E. When the repair material has cured to a point where it has sufficient strength to support normal loads, turn off the water heating system and allow the water to cool to ambient temperature per the manufacturer's recommendations. Once fully cooled, release the inflation pressure and pump the water out of the inflatable packer or expel it using compressed air. Withdraw the inflatable packer and inspect the finished repair using the closed circuit television unit.

F. After the pipe repair has been successfully reformed and inspected, the Contractor will be responsible for all labor, materials and equipment required to reconnect each live sanitary service connection. Each service connection shall be opened through the repair sleeve. Utilizing the closed circuit television unit, the Contractor shall position a cutting device which will core through the repair sleeve. The cored area shall be equal to the pipe size of the lateral connection and shall be free of burs and frayed edges or any other restriction preventing the free flow of wastewater.

G. Upon completion, the Contractor shall remove all equipment and material from the work area. A final inspection of the premise will be made and the Contractor will be responsible for the restoration of all areas and/or items damage or disturbed by his operation.

H. The Contractor shall provide all labor, materials, and equipment necessary to fabricate and install the lateral connection liner following the recommendations of the manufacturer. The Contractor's personnel shall be totally familiar with all phases of this operation.

3.05 CIPP LATERAL CONNECTION LINER

A. The Contractor shall provide all labor, materials, and equipment necessary to fabricate and insert the short liner into the damage pipe section following the recommendations of the manufacturer. The Contractor's personnel shall be totally familiar with all phases of this operation.

B. Resin Impregnation: The liner assembly is encapsulated within the translucent bladder, the entire liner including the flat sheet shall be saturated with the resin system (wet out) under controlled vacuum conditions.

C. Liner Insertion and Bladder Assembly: The lateral tube and inversion bladder shall be inserted into the pipe pulled to the point of repair utilizing a launching device. The main bladder shall be inflated, causing the main tube to unwrap and expand, pressing the

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main tube firmly into contact with the main pipe. The lateral tube shall be inverted through the main tube aperture by the action of the lateral bladder extending into the lateral pipe. The bladder assembly shall extend beyond each end of the liner, so the liner remains open-ended and not cutting shall be required.

D. Curing: After the liner has been fully deployed into the lateral pipe; pressure is maintained by the liner firmly against the inner pipe wall until the liner is cured at ambient temperatures or by steam. The heat source temperatures shall be monitored and logged during the cure and cool down cycles. The manufacturer's recommended cure schedule shall be submitted and followed.

E. After the pipe repair has been successfully cured, the Contractor shall perform a final visual inspection utilizing the closed circuit television unit to ensure the final product is smooth with minimal wrinkling, free of dry spots, lifts, and delamination. The CIPP shall provide a smooth transition from the lateral to the mainline liner for maintaining proper flow. Gaskets shall not be folded, torn, twisted, or rolled. The finished product shall provide a verifiable non-leaking connection between the mainline liner and the lateral liner.

F. Upon completion, the Contractor shall remove all equipment and material from the work area. A final inspection of the premise will be made and the Contractor will be responsible for the restoration of all areas and/or items damage or disturbed by his operation.

SECTION 02700 – TESTING AND GROUTING OF SANITARY SEWERS AND LATERAL CONNECTIONS

PART I – GENERAL

1.01 SCOPE OF WORK

A. CONTRACTOR shall furnish all labor, materials, equipment and incidentals required to test and grout sanitary and storm sewers as shown, specified, and required to complete the work. The work includes, but is not limited to the following:

- 1) Sewer line cleaning
- 2) Sewer flow control
- 3) Video records and logs
- 4) Sewer pipe joint testing
- 5) Sewer pipe joint sealing
- 6) Lateral sewer connection grouting
- 7) Mainline pipe joint grouting

B. The areas of work and the extent of the sewer joint testing and grouting to be performed shall be at those locations shown on the drawings, included in the specifications, or at other areas where directed by the ENGINEER.

1.02 SUBMITTALS

A. Shop Drawings: Submit for approval the following:

1. Submit detailed procedures, means, methods and equipment used in the sewer joint testing and grouting procedures for approval.
2. Submit manufacturer's data for the grouting materials used on this project.
3. Submit certificates conforming to referenced standards.

1.03 SITE SAFETY

Refer to Specification Section 01010 and General Contract Conditions.

1.04 PRODUCT HANDLING

All materials shall be accompanied by test reports certifying that the material conforms to applicable standards. Materials shall be shipped, stored, and handled in a manner consistent with the written recommendations of the manufacturer. Storage locations shall be approved by the Owner and Engineer.

SECTION 02700 – PART I

1.05 COMMUNICATION

Refer to Section 02510, Item 1.06

PART II – PRODUCTS

2.01 MATERIALS

A. The intent of this section is to define the properties that the sealing materials must have to perform effectively in the intended application and under expected field conditions.

1. Mixing and handling of chemical sealing materials shall be in strict accordance with the manufacturer's recommendations.

B. Chemical sealing materials used in the performance of the work specified shall have the following properties and characteristics.

1. While being injected, the chemical sealant must be able to react/perform in the presence of groundwater.
2. The cured material must withstand submergence in water without degradation.
3. In place, the sealant formation should be able to withstand freeze/thaw and wet/dry cycles without adversely affecting the seal.
4. The resultant sealant (grout) formation must prevent the passage of water (infiltration) through the sewer pipe joint.
5. The sealant material, after curing, must be flexible as opposed to brittle.
6. The sealant formation must not be biodegradable.
7. The cured sealant must be chemically stable and resistant to the mild concentrations of acids, alkalis, and organics found in normal sewage.
8. Mixing of the component materials must be compatible with field operations and not require precise measurements of the ingredients by the field personnel.
9. Cleanup must be done without the inordinate use of flammable or hazardous chemicals.
10. Residual sealing materials must be easily removable from the sewer line to prevent reduction or blockage of the sewer flow.

C. The following chemical sealing materials will be acceptable for use on this project:

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1. Acrylamide base gel sealing material:
 - a. A minimum of 10% acrylamide base material by weight in the total sealant mix. A higher concentration (%) of acrylamide base material may be used to increase strength of offset dilution during injection.
 - b. The ability to tolerate some dilution and react in moving water during injection.
 - c. A viscosity of approximately 2 centipoise which can be increased with additives and a constant viscosity during the reaction period.
 - d. A controllable reaction time from 10 seconds to 1 hour and a reaction (curing) which produces a homogeneous, chemically stable, non-biodegradable, firm, flexible gel.
 - e. The ability to increase mix viscosity, density and gel strength by the use of additives.
2. Acrylic base gel chemical sealing material:
 - a. A minimum of 10% acrylic base material by volume in the total sealant mix. A higher concentration (%) of acrylic base material may be used to increase strength or offset dilution during injection. Note: If the acrylic base material is in a 50% solution, it must comprise 25% of the total sealant mix to have 10% base material.
 - b. The ability to tolerate some dilution and react in moving water during injection.
 - c. A viscosity of approximately 2 centipoise which can be increased with additives.
 - d. A constant viscosity during the reaction period.
 - e. A controllable reaction time from 5 seconds to 6 hours.
 - f. A reaction (curing) which produces a homogeneous chemically stable, non-biodegradable, flexible gel.

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3. Urethane base gel chemical sealing material:
 - a. One part urethane prepolymer thoroughly mixed with between 5 and 10 parts of water by weight. The recommended mix ratio is 1 part urethane prepolymer to 8 parts of water (11 % prepolymer).
 - b. A liquid prepolymer having a solids content of 77% to 83%, specific gravity of 1.04 (8.65 pounds per gallon), and a flash point of 20 degrees F.
 - c. A liquid prepolymer having a viscosity of 600 to 1200 centipoise at 70 degrees F that can be pumped through 500 feet of ½ - inch hose with a 1000 psi head at a flow rate of 1 ounce / second.
 - d. The water used to react the prepolymer should have a pH of 5 to 9.
 - e. A cure time of 80 seconds at 40 degrees F, 55 seconds at 60 degrees F, and 30 seconds at 80 degrees F, when 1 part prepolymer is reacted with 8 parts of water only. Higher ratios give longer cure times.
 - f. A cure time that can be reduced down to 10 seconds for water temperatures of 40 degrees F to 80 degrees F when 1 part prepolymer is reacted with 8 parts of water containing a sufficient amount of gel control agent additive.
 - g. A relatively rapid viscosity increase of the prepolymer / water mix. Viscosity increases from about 10 to 60 centipoise in the first minute for 1 to 8 prepolymer /water ratio at 50 degrees F.
 - h. A reaction (curing) which produces a chemically stable and non-biodegradable, tough, flexible gel.
 - i. The ability to increase mix viscosity, density, gel strength and resistance to shrinkage by the use of additives to the water.

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PART III –EXECUTION

3.01 BYPASS PUMPING

Refer to Section 02510, Item 3.01

3.02 SEWER LINE CLEANING

Refer to Section 02510, Item 3.02

3.03 SEWER PIPE JOINT TESTING

A. Intent: The intent of the pipe joint testing is to identify those sewer pipe joints that are defective allowing groundwater to enter the sewer system and that can be successfully sealed by the internal pipe joint sealing process. Testing of joints which are visibly leaking (infiltrating) will be unnecessary.

B. Application: Sewer pipe joint testing shall be used to test the integrity (tightness or leakage) of individual pipe joints. Testing will not be required on building laterals or building sewers or on section of pipe between joints.

C. Equipment: The equipment used shall consist of a video camera system, joint testing device (packer), and associated test monitoring equipment. The equipment shall be constructed in such a way as to provide means for introducing a test medium, under pressure, into the void area created by the expanded ends of the joint testing device and a means for continuously measuring the actual static pressure of the test medium within the void area only.

The void pressure data shall be transmitted electrically from the testing equipment to the monitoring equipment. The method shall be by an electrical pressure transducer located at the testing equipment.

All test monitoring shall be completed above ground and in a location to allow for continuous observation of the video monitor and test monitoring equipment by the ENGINEER.

D. Test Medium: A fluid (liquid or gas) shall be used as the test medium. Both liquid and air are acceptable for use as a test medium.

E. Test Pressure: Joint test pressure shall be 3 psi higher than the groundwater pressure, if any, outside the pipe. Groundwater pressure may be determined by positioning the test device on a visibly infiltrating joint and measuring the resulting void pressure with the void pressure monitoring equipment.

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In the absence of groundwater pressure data, the test pressure shall be equal to $\frac{1}{2}$ psi per vertical foot of pipe depth or 3 psi, whichever is greater.

F. Test Procedure: Each sewer pipe joint which is not visibly leaking shall be individually tested at the above-specified test pressure in accordance with one of the following procedures:

1. Liquid Test Procedure

- a. The testing device shall be positioned within the line in such manner as to straddle the pipe joint to be tested.
- b. The testing device end elements shall be expanded so as to isolate the joint from the remainder of the line and create a void area between the testing device and the pipe joint. The ends of the testing device shall be expanded against the pipe with sufficient inflation pressure to contain the test liquid within the void without leakage past the expanded ends.
- c. Water or an equivalent liquid shall then be introduced into the void area until a pressure equal to or greater than the required test pressure is observed with the void pressure monitoring equipment. If the required test pressure cannot be developed (due to joint leakage), the joint will have failed the joint test and shall be sealed as specified herein this Section
- d. The flow rate of the test liquid shall then be regulated to a rate at which the void pressure is observed to be the required test pressure. A reading of the test liquid flow meter shall then be taken. If the flow rate exceeds $\frac{1}{4}$ gallon per minute (due to joint leakage), the joint will have failed the test and shall be sealed as specified herein this Section.

2. Air Test Procedure:

- a. The testing device shall be positioned within the line in such a manner as to straddle the pipe joint to be tested.
- b. The testing device end elements shall be expanded so as to isolate the joint from the remainder of the line and create a void area between the testing device and the pipe joint. The ends of the testing device shall be expanded against the pipe with sufficient inflation pressure to contain the air within the void without leakage past the expanded ends.

SECTION 02700 – PART III

- c. Air shall then be introduced into the void area until a pressure equal to or greater than the required test pressure is observed with the void pressure monitoring equipment. If the required test pressure cannot be developed (due to joint leakage), the joint will have failed the test and shall be sealed as specified herein this Section.
- d. After the void pressure is observed to be equal to or greater than the required test pressure, the air flow shall be stopped. If the void pressure decays by more than 2 psi within 15 seconds (due to joint leakage), the joint will have failed the test and shall be sealed as specified herein this Section.

G. Test Records: During the joint testing work, records shall be kept which include:

- 1. Identification of the pipe section tested;
- 2. Test pressure used;
- 3. Location (footage) of each joint and section tested;
- 4. A statement indicating the test results for each joint tested;
- 5. Two (2) copies of all records shall be supplied to the ENGINEER.

3.04 SEWER PIPE JOINT SEALING

A. Intent: It is the intent of the sewer pipe joint sealing work to seal the sewer pipe joints which have leakage rates of $\frac{1}{4}$ gallon per minute or more utilizing the internal joint sealing method. When bell cracks or chips are evident from pipe section offset, sealing may be undertaken where the offset is small enough to allow proper sealing of the sealing packer on both sides of the joint to be sealed.

B. Equipment: The basic equipment shall consist of a closed-circuit video system, necessary chemical sealant containers, pumps, regulators, valves, hoses, etc., and joint sealing packers for the various sizes of sewer pipes. The packer shall be cylindrical and have a diameter less than the pipe size and have cables attached at each end to pull it through the line. The packer device shall be constructed in a manner to allow a restricted amount of sewage to flow.

C. Joint Sealing Procedure: Joints showing visible leakage or joints that have failed the joint test specified under item 3.03 of this section shall be sealed as specified. Joint sealing shall be accomplished by forcing chemical sealing materials into or through faulty joints by a system of pumps, hoses, and sealing packers.

- 1. Clean sewer pipe as necessary prior to the joint sealing work.

SECTION 02700 – PART III

2. Jetting or driving pipes from the surface that could damage or cause undermining of the pipelines shall not be allowed. Uncovering the pipe by excavation of pavement and soil will not be allowed.
3. The packer shall be positioned over the faulty joint by means of a measuring device and the closed circuit video camera in the line. It is important that the procedure used by the CONTRACTOR for positioning the packer be accurate.
4. The packer ends shall be expanded using controlled pressure. The expanded ends shall seal against the periphery of the pipe to form a void area at the faulty joint. The sealant materials shall be pumped into this void area through a hose system at a controlled pressure.
5. The pumping unit, metering equipment, and the packer device shall be designed so that proportions and quantities of materials can be regulated.

D. Joint Sealing Verification: Upon completion of the sealing of each individual joint, the packer shall be deflated until the void pressure reads zero pressure, then re-inflated and the joint re-tested as specified under item 3.01 of this section. Should the void pressure not read zero, the CONTRACTOR shall clean the equipment of residual grout to produce accurate void pressure readings. Joints that fail to meet the specified test criteria shall be resealed and re-tested until the test criteria can be met.

E. Residual Sealing Material: Residual sealing materials that extend into the pipe, reduce the pipe diameter, or restrict the flow shall be removed from the joint and the interior of the pipe. The sealed joints shall be left reasonably flush with the existing pipe surface. If excessive residual sealing materials accumulate in the line, the pipe section shall be cleaned to remove the residual materials.

F. Records: Complete records shall be kept of the joint sealing performed in each pipe section. The records shall identify the pipe section in which the sealing was performed, the location of each joint sealed, the joint sealing verification results, and a post video of the completed sewer section. Two copies of all reports shall be furnished to the ENGINEER.

3.05 LATERAL CONNECTION SEALING

A. Intent: It is the intent of the lateral connection joint sealing work to seal the connection between the existing lateral sewer branch and the new sewer pipe liner utilizing the internal joint sealing method.

SECTION 02700 – PART III

B. Equipment: The basic equipment shall consist of a closed-circuit video system, necessary chemical sealant containers, pumps, regulators, valves, hoses, etc., and joint sealing packers for the various sizes of sewer pipes. The packer shall have a bladder which can be inserted up the lateral pipe from inside the mainline sewer and have a diameter less than the pipe size and have cables attached at each end to pull it through the line. The packer device shall be constructed in a manner to allow a restricted amount of sewage to flow past the packer.

C. Sealing Procedure: Lateral connection sealing shall be accomplished by forcing chemical sealing materials into or through faulty connections by a system of pumps, hoses, and sealing packers.

1. Clean sewer pipe and lateral as necessary prior to the connection sealing work.
2. Jetting or driving pipes from the surface that could damage or cause undermining of the pipelines shall not be allowed. Uncovering the pipe by excavation of pavement and soil will not be allowed.
3. The packer shall be positioned in front of the lateral sewer connection by means of a measuring device and the closed circuit video camera in the line. It is important that the procedure used by the CONTRACTOR for positioning the packer be accurate.
4. The bladder of the packer shall be inserted up into the lateral sewer a distance necessary to test and seal the connection to the new liner pipe. The packer ends shall be expanded using controlled pressure. The expanded ends shall seal against the periphery of the pipe to form a void area at the faulty joint. The sealant materials shall be pumped into this void area through a hose system at a controlled pressure.
5. The pumping unit, metering equipment, and the packer device shall be designed so that proportions and quantities of materials can be regulated.

D. Lateral Connection Sealing Verification: Upon completion of the sealing of each individual lateral connection, the packer shall be deflated until the void pressure reads zero pressure, then re-inflated and the connection re-tested as specified under item 3.03 of this section. Should the void pressure not read zero, the CONTRACTOR shall clean the equipment of residual grout to produce accurate void pressure readings. Lateral connections that fail to meet the specified test criteria shall be resealed and re-tested until the test criteria can be met.

SECTION 02700 – PART III

E. Residual Sealing Material: Residual sealing materials that extend into the pipe, reduce the pipe diameter, or restrict the flow shall be removed from the connection and the interior of the pipe. The sealed areas shall be left reasonably flush with the existing pipe surface. If excessive residual sealing materials accumulate in the line, the sewer section shall be cleaned to remove the residual materials.

F. Records: Complete records shall be kept of each lateral sealing performed. The records shall identify the sewer section in which the sealing was performed, the location of the sealed lateral, the sealing test results, and a video or picture of the completed lateral sealing that clearly shows the sealed lateral connection. Two copies of all reports shall be furnished to the ENGINEER.



COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

TO: ALL BIDDERS

FROM: James D. Kucewicz, Buyer
Erie County Division of Purchase

DATE: November 7, 2022

SUBJECT: ADDENDUM NO. 1 Erie County Bid #222253-002
Cured-In-Place Pipe Lining

The attention of all bidders is directed to the changes on the attached sheets for the above bid:

All bidders must incorporate Addendum No. 1 including all attachments when submitting bids for this contract.

VERIFICATION OF RECEIPT OF ADDENDUM

PLEASE SIGN BELOW AND FAX BACK TO 716-858-6465


SIGNATURE Jason R. Kenyon, CEO

Kenyon Pipeline Inspection, LLC
COMPANY NAME

Erie County Division of Sewerage Management
Erie County Sewer District No. 1, 2, 3, 4, 5, 6, 8
Cured-in-Place Pipe Lining Term Construction Contract - 2022
Contract No. 95

ADDENDUM No. 1

Items Included:

- Pre-Bid Meeting Minutes 5 pages
- Pre-Bid Meeting Handout – EEO Quick Reference Guide 2 pages
- Additional Comments and/or Questions Received 1 pages
- Sample Work Order 4 pages

**Erie County Division of Sewerage Management
Erie County Sewer District No. 1, 2, 3, 4, 5, 6, 8
Cured-in-Place Pipe Lining Term Construction Contract - 2022
Contract No. 95**

PRE-BID MEETING MINUTES

November 2, 2022 @ 10:00 AM
95 Franklin Street, Room 1004, Buffalo NY 14202

1. Introduction

- Nadine Wetzel opened the meeting by introducing the project. The minutes of this meeting will be made part of the Contract Documents.

2. Proposal Requirements

- Sealed proposals will be received and publicly opened on **Wednesday, November 16, 2022 at 10:00 AM at 95 Franklin Street, Room 1254**, Buffalo, NY, 14202 (Rath Building, Division of Purchase).
- All questions must be submitted in writing to James Kucewicz (james.kucewicz@erie.gov) **before 4:00 PM on November 9, 2022.**
- Refer to page 2 of the bid package – it gives instructions on what needs to be printed, completed, and submitted in the sealed proposal. The entire contract book does NOT need to be submitted.

3. Scope of Work/General Comments

- The work includes cured-in-place pipe (CIPP) lining and associated/appurtenant services for existing sanitary and storm sewers (8" to 24" diameter).
- The contract will be in effect for a term of two (2) years (2023-2025).
- Quantities provided in the Proposal section are only for the purpose of determining a low bidder. Actual quantities assigned will vary.
- Work will be conducted on an assigned Work Order basis. Work Orders will be issued at the discretion of the Owner based on the criteria covered in Specification Section 01010, 1.03. The work order duration and minimum dollar amount based on bid unit prices were discussed. Each Work Order will include maps and list with a description of the location, size, and estimated length of sewers to be lined.
- Erie County reserves the right to award to more than one bidder.
- The Contract Documents consist of the Specification Book. Refer to the Table of Contents for all items included in the Specifications. Bidders shall review and complete all Exhibits.
- Bidders shall prepare their bids based on their own assumptions about mobilization of materials and equipment. There will be no correction or adjustments to account for different locations within the County. The service area for this work is Erie County Sewer Districts No. 1, 2, 3, 4, 5, 6 and 8. A map of the service area is available at: <https://www3.erie.gov/dsm/featured/district-map>

- All work will be located within existing highway right of ways or easements. The majority of the work will be accessible from roads but easement and backlot work may be issued.

4. Safety & Confined Space Program

- Erie County Division of Sewerage Management requires all contractors to adhere to their company's confined space and health and safety plans while working on County property or facilities.
- Bidders must submit a completed Confined Space Program Certification with their proposal.
- Bidders must submit certifications of OSHA 10 Safety Training.
- Bidders are recommended to review the results of the Trenchless Technology Center's January 2020 study on emissions from steam-cured CIPP.

5. Labor and Progress Payments

- These are NYS prevailing wage jobs. Refer to Exhibit "PW". The project PRC# is **2022011089**.
- 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 their crew and any subcontractors.
- Progress payments are made once a month.

6. Local Law No. 2, The Erie County Lowest Responsible Bidder Law

- All bidders shall complete and submit the Responsibility Questionnaire – New York Vendor Responsibility Questionnaire For-Profit Construction (CCA-2).
- The is a ten-page document and is included in the Proposal section. The questionnaire must be signed by a principal of the bidder.
- Bidders who have performed work with NYS may have previously filled out this form before.
- Failure to submit the Responsibility Questionnaire with the bid documents shall render the bid non-responsive and the bid shall not be considered.
- A print-out from the website can be provided in lieu of a handwritten copy, however, bidders are cautioned to review the print-out before submitting to be sure the form is legible and complete.

7. Workforce Requirements and Goals (refer to handout enclosed):

The following workforce goals & requirements are anticipated to apply to Contract No. 95:

- Minority and Women's Business Enterprise Utilization Goals: This contract will be subject to 10% MBE and 2% WBE subcontractor participation, unless the contractor is issued a waiver by the County EEO office. M/WBE utilization plan must be submitted to, and approved by, the County EEO office before a Notice to Proceed can be issued. 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/>)

- New York State Certified Worker Training "Apprenticeship" Program
 - Bidders shall attach their current certification of the Worker Training Program by the Department of Labor that will be utilized on this contract, a written plan that demonstrates how apprentices will be utilized, and a written affirmation of the Bidder's commitment towards the 10% goal for workforce utilization.
 - Contractor will be required to submit an Apprenticeship Utilization Certification upon completion of work.
- Minority and Women Workforce Goals: AIB-1 through AIB-4 explains goals of 13.2% minority manpower and 6.9% women in construction. Jessica Poleon from the Erie County EEO Office stated that the workforce goals are based on hours on certified payrolls (workers onsite, not office staff).
- Executive Order #18- Local and Disadvantaged Worker Requirements
 - **This project in its entirety has been granted a specialized work exemption from the requirements of Executive Order #18.** The successful bidder will not need to meet the requirements of Executive Order #18 for this project. **Thus, Executive Order #18 requirements have not been included in the Instruction to Bidders or Contract Documents.**
- LCP Tracker: Compliance with the workforce goals and requirements is monitored through the LCP Tracker Program, a web-based system for electronic payroll submittals.
 - Training on this program is available for any Contractor that requires training. Contact the County EEO Office for information.
 - Each Contractor and Subcontractor will be given a Log On identification and password to access the LCPTracker system. Use of the LCPTracker will be a requirement and 'flow down' to every lower-tier subcontractor and vendor required to provide labor compliance documentation for this project.
 - County of Erie holds the licensing agreement with LCPTracker and the use of their system will be free and be offered at no expense to our contractors and subcontractors.
 - Use of the system will involve data entry of weekly payroll information including: employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. LCPTracker's software can interface with many payroll and accounting software programs that are capable of generating an excel file for upload.

8. Specific Comments

- It shall be the Contractor's responsibility to locate all live service connections within the sewer to be lined and re-instate/re-connect these connections. If the Contractor fails to reconnect any live service connections, the cost of damages resulting from this failure shall be borne entirely by the Contractor. Services will not be marked out by County personnel.

- A sample work order will be included in Addendum No.1. This sample work order is not finalized and is not guaranteed to be issued under this contract. It is intended to be a representation of the typical information provided in a work order and a general approximation of the scope and content of a typical work order intended to be issued under this contract.
- Bidders are advised to review Spec Section 2510, 3.02, The Contractor shall be responsible to secure their own arrangements for waste hauling and disposal.
- See Specification Section 02510, 3.03 H., 3 (page 2-38), for video file naming and identification. Videos must be submitted in this format to be accepted by the Owner, and this will be enforced.

9. NYS Department of Labor Comments

Matthew Stern of the NYS Department of Labor was present at the meeting and provided additional comments and clarifications. Mr. Stern advised that the proper classifications to be used on this project are: Operating Engineers Heavy Highway Class A and Laborer Heavy Highway/Sewer. A meeting attendee questioned what the correct classification would be for a worker who primarily performs laborer duties but also operates valves or observes gauges on the boiler truck, or operates valves at the discharge end of the lining setup, for example. Workers who operate boiler trucks, flusher trucks, and CCTV camera trucks are considered operators. If incorrect classifications are submitted on certified payroll, they will get flagged by the LCPTracker software and correction will be required before payments are made by the Owner.

10. Questions

Question: What is the plan for lateral grouting or lateral connection liners?

Answer: Grouting or lateral connection liners will not be required for every lateral connection. This work will only be as directed and approved for payment by the Engineer under the respective Bid Items.

Question: Who will perform the spot repairs? About how many open cut spot repairs are anticipated prior to lining?

Answer: Erie County pre-televises and evaluates the majority of sewers before they are issued on the lining list, so it is not anticipated that a large percentage of the sewers issued will require repair. If the Contractor recommends open cut excavation spot repair prior to lining, Erie County will review and pre-video and make a determination if the repair will be made by Erie County (or assigned to an Erie County subcontractor), removed from the lining work order (and thus Bid Item No. 5 - Clean and Televis Existing Sewer will be compensated for televising work performed on this line), or work will be assigned to the Contractor under Bid Item No. 6 - Open Cut Spot Repair or Existing Sewer.

Question: If resin costs escalate, will there be adjustments made to bid pricing to compensate for this? Or do the bid prices hold for the entire term?

Answer: There is no mechanism in the contract for price escalations on materials.
The bid prices will be held for the entire contract term.

Meeting concluded at 10:40 AM.

Respectfully submitted,



Nadine Wetzel, P.E.
Sanitary Engineer

Encl.

County of Erie Construction Project Goals for Contractors – Quick Reference Guide

Cc: S. Canestrari/D.Hojnacki/W.Strzeszynski/C.Baldwin/M.Pinto
G. Pecak/A. Coughlin/File 0.3.3.95

County of Erie Construction Project Goals for Contractors Quick Reference Guide

This quick reference guide will provide you with the County of Erie's [and New York State's] goals/requirements related to using Minority-Owned and Women-Owned Business Enterprises ("MBE;" "WBE"); Apprentices, local laborers, etc. We encourage you to use this guide for quick reference; however, the laws referenced herein are available on the County website (www.erie.gov).

If you have any questions or concerns, please reach out to the County Department that put out the bid; the Project Manager assigned to the construction project, or the Division of Equal Employment Opportunity.

For All County Construction Contracts:

- Minority and Women Workforce Requirement

County of Erie Affirmative Action Plan for Equal Employment Opportunity

- Minority Workforce Goal: 10.6%-13.2% of total hours worked by all employees
- Women Workforce Goal: 6.9% of total hours worked by all employees

For All County Construction Projects Greater Than \$100,000:

- Local Law No. 6 (1987) provides the MBE and WBE goals:
 - Award, at least, ten (10%) percent of total dollar value of the contract to MBE(s)
 - Award, at least, two (2%) percent of total dollar value of the contract to WBE(s)
- With the bid, the Contractor shall submit a list of all the MBEs/WBEs (1) from whom the contractor has solicited bids; (2) with whom the contractor has signed a contractual agreement; or (3) presently negotiating an agreement.
- Within 15 business days of bid opening, Contractors must provide letters of intent signed by the Contractor and the MBEs/WBEs in which the Contractor seeks to subcontract to complete work.
- Contractor to provide Utilization Reports throughout the project:
 - Part A is required at the beginning of the Project
 - Part B is required when 30% of the Project is complete.
 - Part C is required when 75% of the Project is complete.
 - Part D, or final utilization report, is required when the Project is complete.

For All County Construction Projects Greater Than \$250,000:

- Local Law No. 3 (2018) requires a "minimum of ten (10%)" of total construction workers to be "persons participating in a NYS Certified Worker Training ("Apprenticeship") Program."
- The Program must (1) be "specific to the type and scope of work which is being performed," and (2) have a "graduation rate of at least thirty (30%) percent."
- Contractors are required to "work toward a minority workforce goal of 30% minority and female participation combined in project personnel." (Trades people, trainees, journeymen, apprentices, and supervisory staff).

County of Erie's Division of Equal Employment Opportunity

- Erie County Executive Order #18
 - Requires Contractor use "no less than three [(3)] construction workers."
 - "Work hours performed by individuals residing outside of [NYS] will not be included in the requirements."
 - 100% of the hours performed by NYS residents shall be worked by residents of the Local Labor Area (Erie, Niagara, Chautauqua, Cattaraugus, Alleghany, Wyoming, Genesee, and Orleans).
 - "70% of total work hours performed by residents of [NYS]" must be worked by residents of Erie County.
 - 30% of "total work hours performed by residents of [NYS]" will be worked by residents of Erie County who reside in zip codes with a poverty rate of 20% or higher and/or, in any ratio, disadvantaged workers who reside in Erie County."
 - Disadvantaged Worker is/has:
 - "a resident who has a household income below 50% of the Area Median Income; or"
 - "been released from prison within the last [ten (10)] years; or"
 - "participates in the [TANF] program; or"
 - "participates in the [SNAP]; or"
 - "been unemployed for at least [twelve (12)] consecutive months."

New York State Contract Goals/Requirements (N.Y. Executive Law, Article 15-A)

New York State's Minority and Women's Workforce goals, and the M/WBE Utilization goals will replace the County's goals on all State funded construction projects.

Contracts greater than \$250,000 are still subject to the County's Apprenticeship and Executive Order No. 18 requirements

- Minority and Women Workforce Requirement
 - Minority Workforce Goal: 7.7% of total hours worked by all employees
 - Women Workforce Goal: 6.9% of total hours worked by all employees

For All State Construction Projects Greater Than \$100,000:

- Award, at least, thirty (30%) percent of total dollar value of the contract to M/WBE(s)
 - 15%/15% to MBE/WBE ratio is preferred, but not required. You can make up the 30% in any allocation between MBEs and WBEs.
- Contractor to provide Utilization Reports throughout the project:
 - Part A is required at the beginning of the Project
 - Part B is required when 30% of the Project is complete.
 - Part C is required when 75% of the Project is complete.
 - Part D, or final utilization report, is required when the Project is complete.

**Erie County Division of Sewerage Management
Erie County Sewer District No. 1, 2, 3, 4, 5, 6, 8
Cured-in-Place Pipe Lining Term Construction Contract - 2022
Contract No. 95**

Additional Comments and/or Questions Received

1. **Question:** How does one find or see the plan holders list for this project?
Answer: Planholder lists will not be distributed prior to bid opening.
2. **Question:** Could you confirm for me that the pre-bid meeting on November 2 is not mandatory to qualify bidders?
Answer: Attendance at the pre-bid meeting is NOT mandatory.
3. **Question:** Is the Mainline CIPP lining UV only? (with steam only used for laterals?)
Answer: There are specifications for both flexible resin impregnated polyester fiber felt liners and ultraviolet light cured fiberglass liners included in the Specifications. Either product is acceptable.
4. **Question:** I noticed bid item 3C for lateral connection liners. I assume this is a token item to be used or not used when needed. However, can the pricing be segregated into differing mainline diameters? For example, Lateral Connection Liners in 8-10" dia mains, the 12-15" dia mains then 18-24" dia mains
Answer: This bid item will only be used where directed and approved for payment by the Engineer. Refer to Section 01020, Part III, 3.01 B. (page 1-6), bid price shall be based on furnishing lateral connection liners for 8-inch and 10-inch diameter mainlines. Lateral connection liners for larger diameters is not anticipated under this contract.
5. **Revision:** In Section 02520, Part III, 3.05H.a., (page 2-62) – the reference ASTM F2019, Section 7.1.3.1 shall be removed and replaced with ASTM F2019, 7.1.2.1.
6. **Question:** I would like to formally request for the Plan Holders List / Pre-bid sign in sheet for this project.
Answer: See answer to Question 1 on this page.

End of Addendum No. 1

CONTRACT NO. 95
ADDENDUM NO. 1

Erie County Division of Sewerage Management
2023 Cured In Place Pipe (CIPP) Lining 8" to 24"
Contract 95 - SAMPLE WORK ORDER (NOT FINALIZED OR GUARANTEED TO BE ISSUED)

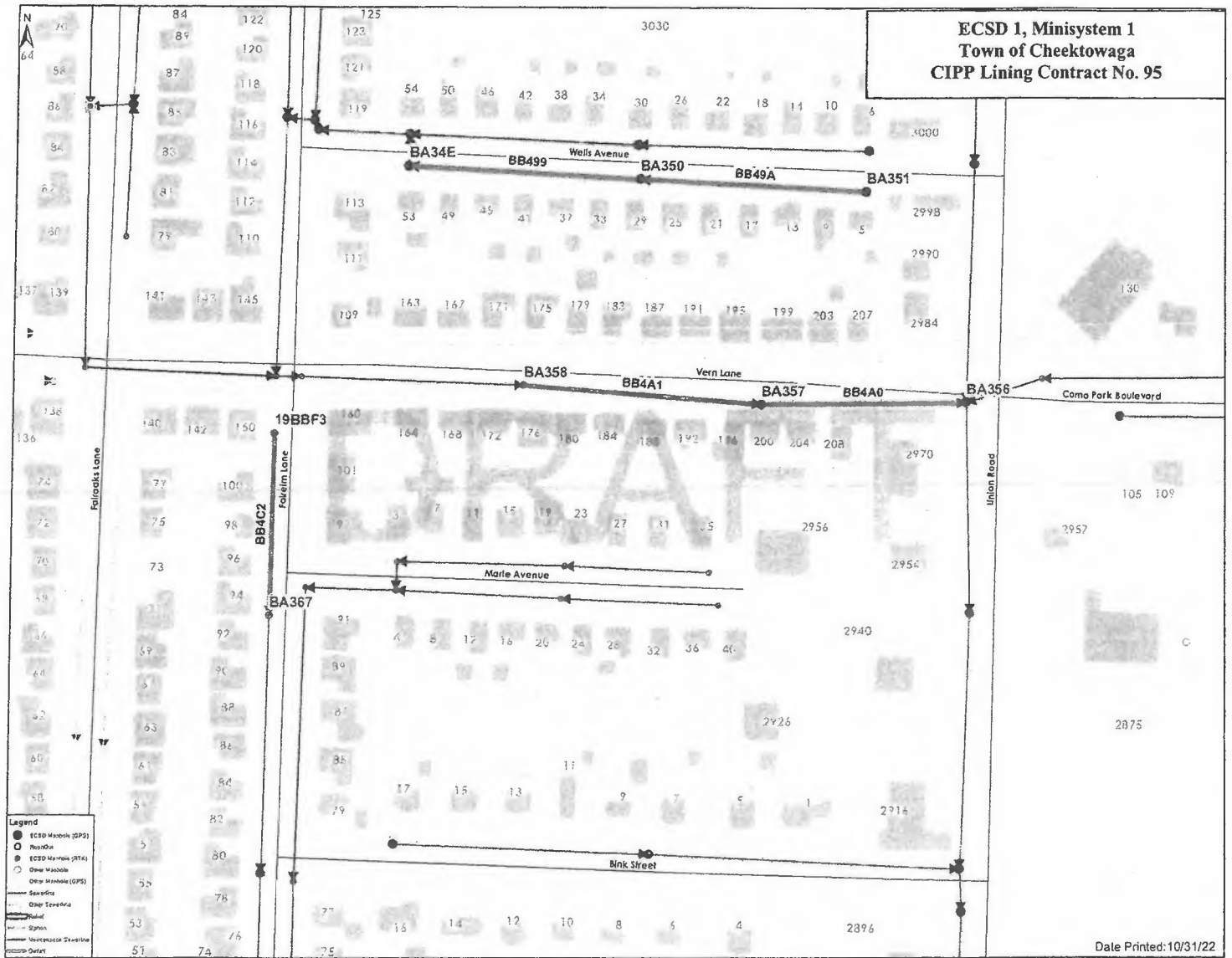
Sewer District	Mini-system	Street	Municipality	Sewerline Handle	Upstream Manhole	Downstream Manhole	Pipe Type	Pipe Size	# of Connections	Estimated Depth (ft)	Estimated Footage (RTK in red)
1	1	Vern Lane	Cheektowaga (T)	B84A0	B4356	B4357	VTP	15	8	13-14	310
1	1	Vern Lane	Cheektowaga (T)	B84A1	B4357	B4358	VTP	15	12	13	333
1	1	Fairfax Lane	Cheektowaga (T)	B84C2	1989F3	B4367	VTP	8	8	5	251
1	1	Wells Ave	Cheektowaga (T)	B8499	B4350	B434E	VTP	8	6	5	313
1	1	Wells Ave	Cheektowaga (T)	B849A	B4351	B4350	VTP	8	6	5	317
1	10	Seneca Creek Road	West Seneca (T)	B2C85	B80E1	B80E2	VTP	8	5	8-14	431
1	10	Seneca Creek Road	West Seneca (T)	B2C88	B80E4	B80E3	VTP	8	2	6-14	143
1	10	Seneca Creek Road	West Seneca (T)	B2C66	B80C7	B80E0	VTP	8	5	4	263
1	10	Seneca Creek Road	West Seneca (T)	B2C65	B80E0	B80D7	VTP	8	5	4-8	227
1	5	Le Havre Dr	Cheektowaga (T)	B8CA8	BAC98	BAC9C	ACP	8	1	5	55
1	5	Le Havre Dr	Cheektowaga (T)	B8CAA	BAC9C	BABA7	ACP	8	4	8	234
1	5	Barbados Dr	Cheektowaga (T)	B8CB9	BABA0	BABA4	ACP	8	7	4-8	384
1	5	Barbados Dr	Cheektowaga (T)	B8CB8	BABA0	BABA7	ACP	8	5	8	444
1	5	Barbados Dr	Cheektowaga (T)	B8CB5	BABAC	BABAC	ACP	8	5	5-8	379
1	5	Barbados Dr	Cheektowaga (T)	B8CB4	BABAB	BAB5F	ACP	8	5	7-8	372
1	5	Barbados Dr	Cheektowaga (T)	B8DBE	BACA1	BACA4	VTP	8	5	1-7	301
1	5	Barbados Dr	Cheektowaga (T)	B8E26	BACE5	BACA2	VTP	8	7	7-8	401
1	5	Barbados Dr	Cheektowaga (T)	B8D9D	BACA5	BACA3	VTP	8	0	7	57
1	5	Barbados Dr	Cheektowaga (T)	B8E24	BACE4	BACE3	VTP	8	6	Field Verify	397
1	5	Barbados Dr	Cheektowaga (T)	B8D9C	BACA3	BACA2	VTP	8	3	7-8	297
1	5	Barbados Dr	Cheektowaga (T)	B8E27	BACE5	BACE7	VTP	8	3	7-8	350
1	5	Barbados Dr	Cheektowaga (T)	B8E25	BACE4	BACE6	VTP	8	4	7-8	353
1	5	Martiniague Dr	Cheektowaga (T)	B8E2D	BACA6	BACBF	VTP	8	4	6-7	378
1	5	Martiniague Dr	Cheektowaga (T)	B8E2E	BACBF	BACEE	ACP	8	5	Field Verify	374
1	5	Martiniague Dr	Cheektowaga (T)	B8E2F	BACEE	BACEB	VTP	8	5	7	376
1	5	Martiniague Dr	Cheektowaga (T)	B8E2A	BACAS	BACEE	VTP	8	7	5-9	393
1	5	Martiniague Dr	Cheektowaga (T)	B8E2B	BACEE	BACED	VTP	8	5	6-8	361
1	5	Martiniague Dr	Cheektowaga (T)	B8E2C	BACED	BACEA	VTP	8	4	7-8	365
1	5	Denise Dr	Cheektowaga (T)	B8DC9	BAC93	BAC0C	VTP	8	5	7-8	329
1	5	Denise Dr	Cheektowaga (T)	B8DC8	BAC0C	BAC0F	VTP	8	6	7-8	107
1	5	Denise Dr	Cheektowaga (T)	B8DC7	BAC0F	BAC0E	VTP	8	1	8	63
1	5	Denise Dr	Cheektowaga (T)	B8DC6	BAC04	BAC0B	VTP	8	6	8	338
1	5	Denise Dr	Cheektowaga (T)	B8DC5	BAC0B	BAC0E	VTP	8	4	8	313
1	5	Denise Dr	Cheektowaga (T)	B8DC4	BAC0E	BAC0E	VTP	8	5	7-8	366
1	5	Denise Dr	Cheektowaga (T)	B8DC3	BAC0E	BAC0E	VTP	8	5	6-7	279
1	5	Denise Dr	Cheektowaga (T)	B8DC2	BAC0E	BAC0E	VTP	8	4	6-6	279
1	5	Denise Dr	Cheektowaga (T)	B8DC1	BAC0E	BAC0E	VTP	8	4	Field Verify	271
1	5	Denise Dr	Cheektowaga (T)	B8DC0	BAC0A	BAC09	VTP	8	0	5-6	51
1	5	Denise Dr	Cheektowaga (T)	B8DC0	BAC09	BAC0B	VTP	8	4	6-7	306
1	5	Denise Dr	Cheektowaga (T)	B8DC0	BAC09	BAC0B	VTP	8	3	7	296
1	5	Denise Dr	Cheektowaga (T)	B8DC0	BAC09	BAC0B	VTP	8	2	7	213
1	5	Janine Ct	Cheektowaga (T)	B8D00	BAC07	BAC0B	VTP	8	2	5	55
1	5	Janine Ct	Cheektowaga (T)	B8D0F	BAC09	BAC0B	VTP	8	1	5	45
1	5	Janine Ct	Cheektowaga (T)	B8D0E	BAC0A	BAC09	VTP	8	5	6	308
1	5	Janine Ct	Cheektowaga (T)	B8D09	BAC0A	BAC09	VTP	8	4	6	259
1	5	Janine Ct	Cheektowaga (T)	B8D01	BAC07	BAC04	VTP	8	4	Field Verify	280
1	5	Janine Ct	Cheektowaga (T)	B8D02	BAC04	BAC03	VTP	8	3	6	199
1	5	Janine Ct	Cheektowaga (T)	B8D08	BAC06	BAC05	VTP	8	4	8	199
1	5	Janine Ct	Cheektowaga (T)	B8D07	BAC05	BAC03	VTP	8	3	8	201
1	5	Janine Ct	Cheektowaga (T)	B8D06	BAC03	BAC02	VTP	8	0	8	57
1	5	Janine Ct	Cheektowaga (T)	B8D03	BAC02	BAC01	VTP	8	1	3	62
1	5	Janine Ct	Cheektowaga (T)	B8D04	BAC01	BAC00	VTP	8	2	8	77
1	5	Janine Ct	Cheektowaga (T)	B8D05	BAC00	BAC0F	VTP	8	2	5-7	176
1	5	North Seine Dr	Cheektowaga (T)	B8D9F	BABC6	BABCA	VTP	8	6	8	333
1	5	North Seine Dr	Cheektowaga (T)	B8DAD	BABCA	BABCB	VTP	8	3	8-10	152
1	5	North Seine Dr	Cheektowaga (T)	B8DA1	BABCB	BABF5	VTP	8	3	10	142
1	5	North Seine Dr	Cheektowaga (T)	B8D0C	BAC92	BAC0D	VTP	8	6	7	349
1	5	North Seine Dr	Cheektowaga (T)	B8D0B	BAC0D	BABFE	VTP	8	5	7	344
1	5	North Seine Dr	Cheektowaga (T)	B8D0A	BABFE	BABE8	VTP	8	5	7	343
1	5	North Seine Dr	Cheektowaga (T)	B8D0D	BABE8	BABE9	VTP	8	0	7-8	64
1	5	North Seine Dr	Cheektowaga (T)	B8D0E	BABE9	BABE8	VTP	8	0	8	123
1	5	North Seine Dr	Cheektowaga (T)	B8D0B	BABE8	BABE9	VTP	8	3	8-10	304
1	5	North Seine Dr	Cheektowaga (T)	B8D09	BABF9	BABF6	VTP	8	7	10	353
1	5	North Seine Dr	Cheektowaga (T)	B8DA2	BABF6	BABF7	VTP	8	0	10	59
1	5	North Seine Dr	Cheektowaga (T)	B8D3C	BACEC	BACEB	VTP	8	2	7	113
1	5	North Seine Dr	Cheektowaga (T)	B8D3D	BACEB	BACEA	VTP	8	1	7	54
1	5	North Seine Dr	Cheektowaga (T)	B8D3E	BACEA	BACE7	VTP	8	4	7	239
1	5	North Seine Dr	Cheektowaga (T)	B8D3F	BACE7	BACE6	VTP	8	1	7	52
1	5	North Seine Dr	Cheektowaga (T)	B8D40	BACE6	BACBF	VTP	8	2	7-8	139
1	5	North Seine Dr	Cheektowaga (T)	B8D41	BACBF	BACD0	VTP	8	6	8-9	302
1	5	North Seine Dr	Cheektowaga (T)	B8D42	BACD0	BBD9B	VTP	8	5	9	324
1	5	North Seine Dr	Cheektowaga (T)	B8D43	BBD9B	BABFC	VTP	8	5	9	314
1	5	North Seine Dr	Cheektowaga (T)	B8D44	BABFC	BABFB	VTP	8	5	9	314
1	5	North Seine Dr	Cheektowaga (T)	B8D45	BABFB	BABFA	VTP	8	5	9	350
1	5	North Seine Dr	Cheektowaga (T)	B8D46	BABFA	BABFB	VTP	8	6	9	350
1	5	North Seine Dr	Cheektowaga (T)	B8D47	BABFB	BABF7	VTP	8	7	9-10	359

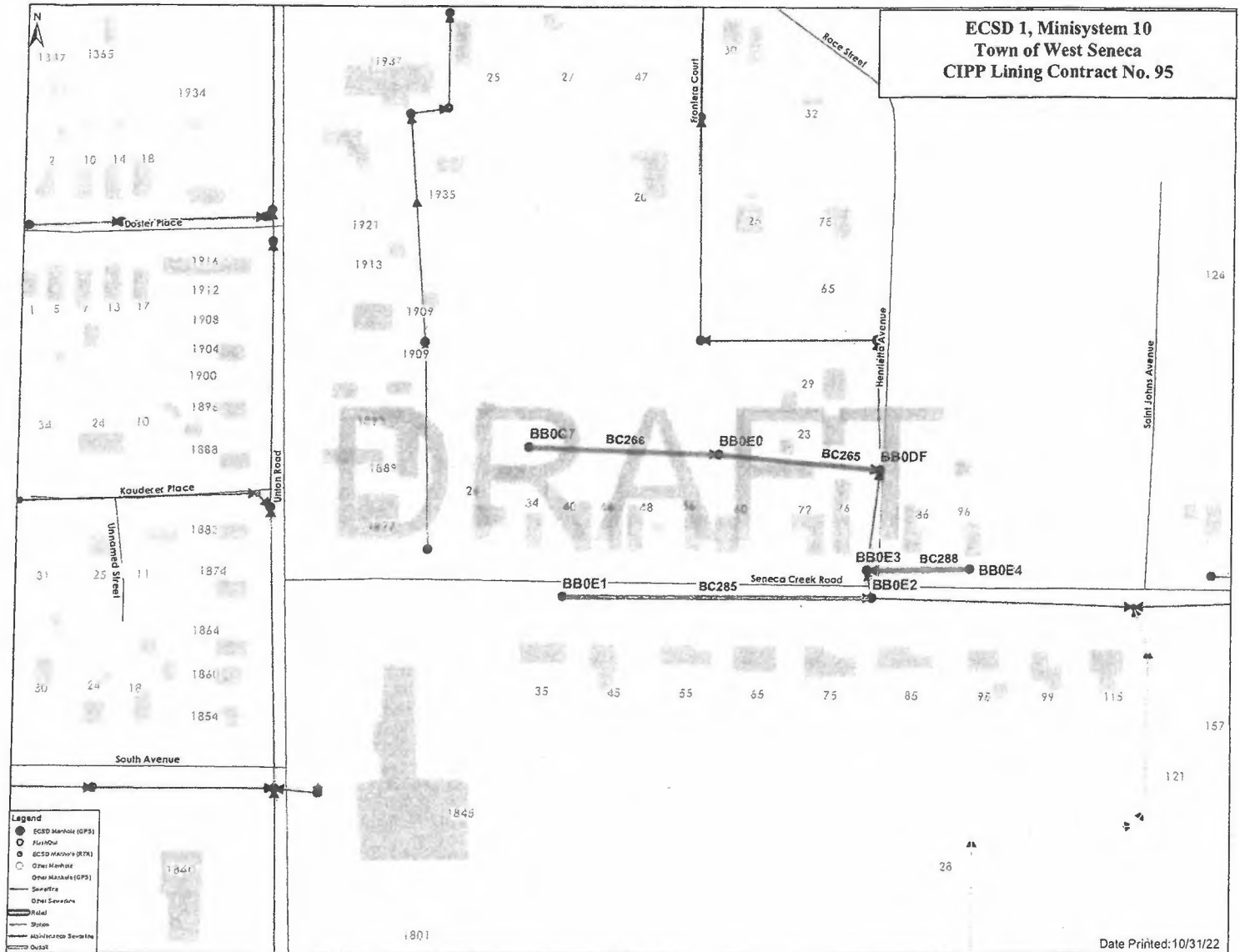
Notes:

1. "Number of Connections" shown are approximate. Contractor to field verify.
2. The following roads are Erie County roadways and require an Erie County DPW Highway permit: Seneca Creek Road

CIPP Totals 19,716

CIPP Totals	19,716
8"	19,073
10"	0
12"	0
15"	643





[illegible]

Legend

- KCSO Mennards (GPS)
- 4 Fushoku
- KCSO Mennards (HIN)
- Other Mennards
- Other Mennards (GPS)
- Other Anticopacite Using Separators
- Other Separators
- Other HIN
- Spon
- Anticopacite Separators
- Other



COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

TO: ALL BIDDERS

FROM: James D. Kucewicz, Buyer
Erie County Division of Purchase

DATE: November 10, 2022

SUBJECT: ADDENDUM NO. 2 Erie County Bid #222253-002
Cured-In-Place Pipe Lining

The attention of all bidders is directed to the changes on the attached sheets for the above bid:

All bidders must incorporate Addendum No. 2 including all attachments when submitting bids for this contract.

VERIFICATION OF RECEIPT OF ADDENDUM

PLEASE SIGN BELOW AND FAX BACK TO 716-858-6465


SIGNATURE Jason R. Kenyon, CEO

Kenyon Pipeline Inspection, LLC
COMPANY NAME

ADDENDUM NO. 2

Erie County Division of Sewerage Management
Erie County Sewer District Nos. 1, 2, 3, 4, 5, 6, 8
Cured-in-Place Pipe Lining Term Construction Contract - 2022
Contract No. 95

Additional Comments and/or Questions Received

1. **Question:** May we please obtain a copy of the unit price breakdown of bidders last time the CIPP term contract was bid.

Answer: Bid tabs must be requested formally via a FOIL request to the Division of Sewerage Management. The previous CIPP term contract is Contract 75 (Bid No. 217039-002).

2. **Question:** The Pre-Bid Meeting Minutes Pg. 4 Section 9 states "*A meeting attendee questioned what the correct classification would be for a worker who primarily performs laborer duties but also operates valves or observes gauges on the boiler truck, or operates valves at the discharge end of the lining setup, for example. Workers who operate boiler trucks, flusher trucks, and CCTV camera trucks are considered operators.*" Is the worker who operates valves at the discharge end of the lining setup considered an operator or laborer?

Answer: This question is outside of the jurisdiction of the Erie County and will need to be directed to the NYSDOL.

3. **Question:** Can the [low] bidder can pay operator only for hours an employee actually spends operating equipment and laborer rate if that employee stops operating and switches to laboring in the same shift?

Answer: This question is outside of the jurisdiction of the Erie County DSM and will need to be directed to the NYSDOL.

4. **Question:** We are a lining company do we need to fill out all bid items for a bid to be accepted? We only perform certain scopes in this bid tab.

Answer: The intent is to have open cut excavation bid items included in the contract in case repairs are recommended or required to facilitate sewer lining under this contract. The lining contractor may subcontract this work. Calculation of the low bidder will be based on summation of all bid items. If any of the bid items are left blank, the bid will be considered incomplete.

5. **Question:** Would you be willing to change the bid tab to reflect what kind of curing method you use? Example UV, Steam or Hot water? The different systems would help to put the right product for the application on a particular project.

Answer: There will not be changes to the bid items to reflect different curing methods. The bid items are based on the final installed product of cured in place pipe lining to meet the specified ASTM Standards. More than one acceptable material is included in the specifications, and the contractor may select different cure methods to accomplish installation of these materials. It is up to the bidder to determine what methods they will provide and how they base their bid.

6. **Question:** I just wanted to follow up about the pre-bid sign in sheet for the project... it has not been posted yet.

Answer: At the pre-bid meeting, it was incorrectly stated that the pre-bid meeting attendee list would be included in Addendum No.1. Per the requirements of the Erie County Division of Purchase, the pre-bid meeting attendee list will not be provided via addendum.

End of Addendum No. 2