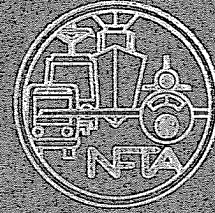
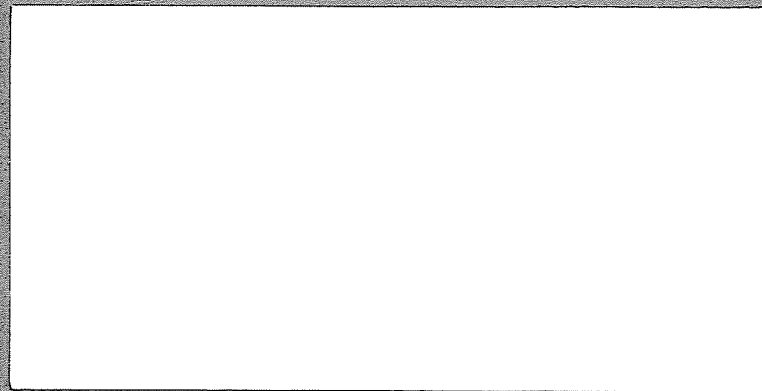


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NIAGARA FRONTIER TRANSPORTATION AUTHORITY



**ENGINEERING BRANCH
181 ELLICOTT STREET
BUFFALO, NEW YORK**

NIAGARA FRONTIER TRANSPORTATION AUTHORITY

Metropolitan Transportation Center

181 Ellicott Street

Buffalo, New York 14203

**BNIA - DEMOLITION OF THE
BUFFALO AIRPORT CENTER
NFTA PROJECT NO. 19GG9014
NFTA BID NO. E-241
DECEMBER, 1998**

FAA AIP No. - Pending
NYSDOT PIN - Pending

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INVITATION TO BID

The Niagara Frontier Transportation Authority, herein called the Authority, will receive bids on a general contract for the:

Demolition of the Buffalo Airport Center NFTA Project No. 19GG9014

The Contract Documents will be available to bidders on December 21, 1998.

A meeting is scheduled for January 7, 1999, at 11:00 a.m. in the NFTA Administration Conference Room at the Buffalo Niagara International Airport. The purpose of the meeting is to outline the procedures for accessing the project site for preparation of bids.

A pre-bid meeting is scheduled for January 21, 1999, at 11:00 a.m. in the NFTA Administration Conference Room at the Buffalo Niagara International Airport.

Sealed bids will be opened and read aloud on February 9, 1999, at 2:00 p.m. at the Metropolitan Transportation Center, 6th Floor Conference Room, 181 Ellicott Street, Buffalo, New York 14203. Bids should be submitted in two opaque sealed envelopes to the Engineering Branch located on the 7th floor. The lower left hand corners should be marked as follows: BID NO. E-241. Bids received after the date and time specified above for bid opening shall be considered late bids and, therefore, shall not be opened and / or considered for award.

The first sealed envelope shall contain the Bid Bond, documentation and qualifications that demonstrate that proposer has the technical, financial and capability to perform the Work, reference contacts, phone numbers, and signed acknowledgment of condition of submission of Bid (the "Acknowledgment" on page 135 of the Contract Documents). The second sealed envelope shall contain the 'Bid' and the balance of the required documents. The second sealed envelope will not be opened and considered for Award unless the contents of the first sealed envelope are substantially complete and the acknowledgment signed without exceptions.

The Contract Documents may be examined at Metropolitan Transportation Center, 7th Floor Conference Room, 181 Ellicott Street, Buffalo, New York 14203. Copies of the Contract Documents are available for \$15.00 and may be requested from Joyce DeGeorge, Senior Stenographer, at (716) 855-7342 either in person or by mail. Requests must be accompanied by either a certified check, cashier's check or postal money order drawn in favor of the Authority. Monies paid for the Contract Documents will be non-refundable. The Contract Documents may be picked up or sent via courier billed to the requester. A "FedEx" or "Airborne" account number is required.

The Authority reserves the right to waive irregularities, to reject bids and to extend the bidding period.

Bid security must accompany each bid and must be in an amount not less than ten percent (10%) of the total bid price if the base bid exceeds \$50,000.

The Agreement entered into by and between the Contractor and the Authority is subject to the requirements of financial assistance contracts between the Authority and the U.S. Department of Transportation and the Authority and New York State. The Contractor and its subcontractors performing work at the job site will be required to comply with the safety and health regulations for construction, 29 CFR Parts 1910 and 1926, the Davis Bacon Act, the

Contract Work Hours and Safety Standards Act, Title VI of the Civil Rights Act of 1964 as amended, Airport and Airways Improvement Act of 1982, Presidential Executive Orders 11246 and 11625, 49 CFR Part 23, and all other applicable Equal Employment Opportunity and Minority Business Enterprise laws, regulations, orders and guidelines. The Authority hereby notifies all bidders that it will affirmatively ensure that with regard to any contract entered into pursuant to this advertisement for bids, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, religion, color, sex or national origin in consideration for an award.

The Contractor shall perform not less than 35% of the work with its own forces.

Liquidated damages in the amount of \$500.00 per calendar day will be assessed against the Contractor for its failure to complete the project within the time specified.

The percentage goal of Disadvantaged Business Enterprise participation in the project shall be 25%.

Questions may be directed to Harold Matuszak, Manager of Engineering, at telephone (716) 855-7383, at fax (716) 855-7447, or at e-mail: "matuszak@nfta.buffnet.net".

The project schedule is as follows:

Date	Milestone
December 21, 1998	- Advertise for Bids
January 5, 1999	- Tentative Date for Authority Ownership of "the Property"
January 7, 1999	- Meeting to address accessing the Site for preparation of Bids
January 21, 1999	- Pre-Bid Conference
February 9, 1999	- Bid Date
February 12, 1999	- Contractor's Bonds and Insurances Due (other than Bid Bond)
February 16, 1999	- Anticipated Contract Award
≈ First of April, 1999	- Ground Breaking Ceremony

The time of completion for the project is 240 calendar days from the effective "Notice to Proceed".

Currently, the Buffalo Airport Center (the "Property") is not owned by the Authority or subject to Authority control. Subject to the conditions set forth hereafter, Bidders may have access to the Property after January 7, 1999 for the purpose of examining and / or investigating the Property to prepare their bids. Bidders are requested to contact Harold Matuszak, Manager of Engineering, NFTA for instructions on accessing the "Property".

Miscellaneous structural, mechanical, and HVAC drawings dating back to the 1940's are available for review at the Engineering Field Office at 251 Cayuga Road, Cheektowaga, New York 14225. They are available "for information only" and do not form part of the 'Contract Documents'.

The Contractor shall perform not less than 35% of the work with its own forces.

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The percentage goal of Disadvantaged Business Enterprise participation in the project shall be 25%.

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INSTRUCTION TO BIDDERS

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INSTRUCTIONS TO BIDDERS

ARTICLE 1 Definitions; *

Acceptance	The formal written acceptance by the Contracting Officer that all the Work or a specified portion thereof under the Agreement has been satisfactorily completed.
Agreement	The written agreement executed by the Contractor and Authority covering the performance of the Work including the furnishing of labor, superintendents, materials, tools and equipment as indicated in the Contract Documents; Contract Documents.
Addenda	Written interpretations and revisions to the Contract Documents issued by the Authority prior to opening of the bids.
Authority	The Niagara Frontier Transportation Authority.
Change Order	A written order issued by the Contracting Officer to the Contractor, covering changes in the work or an adjustment in the contract sum or the contract time.
Contract Documents	Includes the Invitation to Bid, Instruction to Bidders, Bid Forms, Security Forms, Agreement, General Conditions, Supplementary Conditions, Technical Specifications, Contract Drawings, Addenda, Change Orders and Field Orders.
Contracting Officer	The Chairman and / or the Executive Director of the Authority, or their duly designated representative.
Contractor	The individual, partnership, joint venture, firm or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the Work, who acts directly or through lawful agents or employees to complete the Contract Work.
Days	Unless otherwise designated, days mean calendar days.
Engineer	The Authority's General Manager of Engineering or a duly designated representative.
Extra Work	Additional construction items which are not included in the original Contract Documents.
Final Acceptance	The formal written acceptance by the Authority of the completed Work.
Notice of Award	Written notice from the Authority to the Contractor notifying it of its selection and instructing it to proceed with administrative work such as procurement of insurance and initiating technical submittals.

Notice to Proceed	Written notice from the Authority to the Contractor to proceed with the work.
Project Site	Site of the Work.
Subconsultant	Any person, firm, or corporation who independently contracts with the Contractor to provide professional consulting services and is licensed to practice in New York State in connection with the Work.
Testing Laboratory	Any person, firm, or corporation who independently contracts with the Contractor to provide a New York State approved and certified sampling and testing laboratory in connection with the Work.
Subcontractor	Any person, firm, corporation, other than the Contractor or its employees, who contracts to furnish labor and / or materials in connection with the Work.
Work	All the construction, labor, materials, equipment and contractual requirements as specified or indicated in the Contract Documents, including all alterations, amendments or extensions thereto made by authorized changes.

* Additional definitions may be found throughout the Project Manual.

ARTICLE 2

Examination

Bidders should carefully examine the Contract Documents. Bidders are advised that the site is not currently owned by the Authority, nor is it subject to Authority control. As a result, the Authority possesses no "as-builts", surveys, or reliable information pertaining to quantities or nature of materials which are to be disposed of by the Contractor. Further, no representations are made by the Authority concerning either the physical or environmental condition of the site, the structures to be demolished, or the materials subject to disposal. It is anticipated that bidders will have access to the site during the bidding period. It shall be each bidder's responsibility to investigate the site and determine for its' own benefit, the nature, quantity and extent of hazardous, contaminated, and / or regulated material to be handled, transported and disposed of. Absolutely no condition discovered, revealed or encountered on the site during the performance of the Work by the Contractor will be considered a "Differing Site Condition", of any type, for which additional compensation will be paid.

Bidders will be expected to be aware of local labor availability, means of transportation, laws and codes bearing upon the work, wage scales, licensing or permit requirements, availability of required insurance and other factors that could affect the work. Bidders are responsible for consulting standards referenced in the Contract Documents.

ARTICLE 3

Explanations

Prospective bidders who wish explanations or clarifications of an item within the Contract Documents must submit their inquiries in writing to the Engineer Department, Niagara Frontier Transportation Authority, 181 Ellicott Street, Buffalo, New York, 14203. Any response that the Authority may choose to make will be by a written addendum to the Contract Documents or other written response sent to all listed holders of the Contract Documents. The Authority will not be bound by any informal explanation, clarification or interpretation, oral or written, by whomsoever made, that is not incorporated into an addendum to the Contract Documents. To be given consideration a request for an explanation must be received at least eight (8) days prior to the date fixed for the opening of bids.

ARTICLE 4

Protest Procedures

4.1

Pre-Bid Opening Protests. If a bidder can demonstrate that the Contract Documents issued by the Authority are unduly exclusionary and restrictive or that federal, state or local laws or regulations have been violated during the course of the procurement, then the bidder may seek a review by the Executive Director or his appointed representative, at 181 Ellicott Street, Buffalo, New York 14203. Protests shall be clearly identified as Protests and submitted in writing as early as possible but no later than five (5) business days before bid opening. Within three (3) business days after receipt of a pre-bid protest, the Executive Director shall make one of the determinations listed in paragraph 4.3.

4.2

Post-Bid Opening Protests. A protest to the acceptance or rejection of any or of all offers or bids to a contract, or to the award thereof, or to any such action proposed or intended by the Authority must be received in writing by the Executive Director no later than three (3) business days after the protesting party first learned, or reasonably ought to have learned, of the action or the proposed or intended action to which he / she protests.

4.3

Rulings on Protests. Within one (1) business day, the Executive Director shall render one of the following determinations:

- (a) Protest is overruled.
- (b) Protest is substantiated. Executive Director shall issue instructions to remedy issues relating to the protest.
- (c) Procurement activity is suspended until written notification by the Executive Director.

All interested parties shall be notified of any protests that are filed. The Authority shall refrain from awarding a contract within five (5) business days of the date of a decision rendered by the Executive Director regarding a protest, unless the Authority determines that:

- (a) The items to be procured are urgently required.
- (b) Delivery or performance will be unduly delayed by failure to make a prompt award.
- (c) Failure to make a prompt award will otherwise cause undue harm to the Authority or the federal government.

4.4

Protester's Appeal to Federal or State Agencies. In the event that the Authority fails to abide by the protest procedures set forth above, and federal or state funds are participating in the procurement, then the protester may seek a review by the appropriate funding agency. Protesters shall file such a protest not later than five (5) business days after a final decision is rendered under the Authority's protest procedure. In instances where the protester alleges that the Authority failed to make a final determination on the protest, protesters shall file a protest with the appropriate agency not later than five (5) business days after the protester knew or should have known of the Authority's failure to render a final determination on the protest.

ARTICLE 5

Rejection or Disqualification

Bidders are cautioned that failure to submit any of the required bid forms, the required bid security, or bid on all necessary items listed may result in rejection of the bid. Submission of "Qualified" bids are subject to rejection at the discretion of the Authority.

ARTICLE 6

Itemized Proposal

6.1

The Itemized Proposal must be completed as follows:

6.1.1

Prices. Unit, lump sum and other prices must be entered in the appropriate spaces provided. Unit prices should be multiplied by the amount or estimated quantity and the product inserted in the "Amount Bid" column shown on the Itemized Proposal, and should be all inclusive (including mark-ups).

6.1.2

"Estimated Quantities" when shown on the Itemized Proposal are approximate and are used solely for the purpose of evaluating the bids. The Authority does not represent, expressly or by implication, that the actual amount of work will correspond to the "Estimated Quantities," and further reserves the right to increase or decrease the amount of any or all bid items and to omit portions of the work.

6.1.3

In the case of any bid item for which a fixed amount predetermined by the Authority has already been entered on the Itemized Proposal the amount so entered shall be conclusive on all bidders as the price for such item, and shall not be revised unless the Authority directs a change in the scope of the work affecting the item to which such amount relates.

- 6.2 Bidders are requested to observe the following instructions in completing the Itemized Proposal. Failure to do so will not necessarily preclude consideration of their bids, but may result in irregularities serious enough that their bids cannot be considered:
- 6.2.1 The Itemized Proposal must be signed by the bidder;
- 6.2.2 The bidder should not delete, modify or supplement the printed matter on the Itemized Proposal, or make any substitutions therefore;
- 6.2.3 The Itemized Proposal and the other forms accompanying it should be legibly completed in ink or typewritten;
- 6.2.4 Receipt of addenda should be acknowledged in the spaces provided on the Itemized Proposal, by entering the number and date of issue of each;
- 6.2.5 All identifying information, such as the bidder's name, address, principals and state of incorporation, for which spaces are provided, should be entered;
- 6.2.6 Any corrections should be initialed by the person who signs the Itemized Proposal, and
- 6.2.7 If the bid is submitted by other than a person, or if the Itemized Proposal is signed for a person by another, evidence of the authority of the person signing the Itemized Proposal is required.
- 6.3 Only one proposal for the same work from an individual, firm, partnership or corporation shall be submitted under the same or different names.
- 6.4 If the prices contained in the itemized proposal are obviously unbalanced either in excess of or below the reasonable cost analysis values, the bid will be rejected.

ARTICLE 7

Bid Security

Bidders are required to furnish bid security in an amount not less than ten (10) percent of the total bid price and in favor of the Authority if the base bid exceeds \$50,000. The bid security may be in the form of a guaranteed negotiable instrument, irrevocable letter of credit or proposal bond. A letter of credit must be issued by a financial institution with a B-rating or better and be in a form acceptable to the Authority. A proposal bond must be in a form satisfactory to the Authority and in addition to the standard provisions shall provide that the Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extensions of the times within which the Authority may receive or accept such proposal or within which the Principal(s) may furnish a Performance and Payment Bond or by any waiver by the Authority of any of the requirements of said proposal; and said Surety does hereby waive notice of any such extensions or waivers. The Surety thereof must be a corporation or

corporations acceptable to the Authority and authorized to guarantee the performance of contracts in New York State.

The bid securities of the bidders submitting the three lowest bids will be retained either until the successful bidder has signed the agreement and has furnished Maintenance, Performance, Labor and Material Payment Bonds and Certificates of Insurance or until the 60th calendar day after the bid opening date, whichever is sooner. Other bid securities will be returned within ten (10) calendar days after the bid opening date. Each bidder agrees that if it fails to execute the Agreement and to furnish the bonds and certificates of insurance required within the time stipulated, the Authority will retain 100% of the bid security as liquidated damages.

ARTICLE 8

Modification and Withdrawal

8.1 Bids may be modified after they have been submitted, but only before the bid opening date and time. Modifications must be signed and must be received by the Authority not later than the bid opening date and time.

8.2 Envelopes containing modifications should be addressed as provided in the Invitation to Bid and should identify the bidder and should be identified in the lower left corner as follows:

MODIFICATION TO OUR BID FOR

BID NO. E-241

8.3 Bids may be withdrawn after they have been submitted, but only before the bid opening date and time; withdrawn bids may be resubmitted, but only in the manner in which the bid was originally submitted. Withdrawals must be signed as stipulated above for modification. Bids may not be withdrawn after the bid opening date and time and before the 45th calendar day thereafter, except as may be agreed upon by a written agreement between the bidder and the Authority.

8.4 Envelopes containing withdrawals should be addressed as provided in the Invitation to Bid and should identify the withdrawer in the lower left corner as follows:

WITHDRAWAL OF OUR BID

FOR BID NO. E-241

ARTICLE 9

Pre-Award Survey

9.1 If required to do so, the bidder shall submit documentation that it has the technical, financial and construction capabilities to perform the Work.

9.2 The bidder must, within three (3) days of receiving notification, submit to the AA / EEO Manager the Equal Employment Opportunity forms for the

prime Contractor and all proposed Disadvantaged Business Enterprises (DBE) construction Consultants, Contractors and or Suppliers.

ARTICLE 10

Evaluation and Award

10.1

Each bid timely received and in the Authority's hands at the time and place set for the bid opening shall constitute an offer to perform the work in strict accordance with the terms and conditions found in the Contract Documents. The Authority may accept any bid by giving the bidder Notice of Award. Bids will be evaluated on the basis of determining the lowest total bid price of a bidder whose bid is responsive to the solicitation, and who is determined to be technically qualified and financially responsible to perform the work satisfactorily and has submitted all necessary documents.

10.2

All extensions of the unit prices shown and the subsequent addition of extended amounts will be verified by the Authority. In the event of a discrepancy between the sum of the extended amounts and the total bid price, the sum of the extended amounts shall govern. In the event of a discrepancy between the unit price bid and the extension, the unit price bid will be deemed intended by the bidder and the extension will be adjusted. In the event of a discrepancy between the unit price written in words and the unit price written in numerals, the unit price written in words shall govern. The Authority reserves the right, nevertheless, to accept a bid other than the lowest, if it determines that the public interest will best be served by doing so.

ARTICLE 11

Execution of Contract / Bonds / Insurance

11.1

The bidder shall execute the Agreement and furnish an acceptable Performance Bond, Labor and Material Payment Bond and the Certificate of Insurance as set forth in the General Conditions within three (3) calendar days after being given Notice of Intent to Award. The Authority may require appropriate evidence that the persons executing the Agreement and the Bonds for both the bidder and its Surety or sureties are duly empowered to do so. A Performance Bond and a Labor and Material Payment Bond are required, each in an amount at least equal to the total bid price. The Bonds shall be in the form as set forth herein. The Surety and Insurance Companies must be corporations acceptable to the Authority and authorized to issue insurance policies in the State of New York. The Performance Bond and the Labor and Material Payment Bond shall remain in effect until Final Acceptance.

11.2

A Maintenance Bond, in the amount of 100% of the total bid price, shall be provided upon Final Acceptance by the Authority. Such maintenance bond shall be in a form satisfactory to the Authority. The Surety thereon must be a corporation or corporations authorized to issue insurance policies in the State of New York and acceptable to the Authority.

11.3

Each of the above referenced bonds shall provide that alterations, extensions of the time of performance, extra and additional work and

other changes authorized by the Agreement may be made without notice from the Authority or consent of the Surety.

ARTICLE 12

Single Bid Situations

In the event a single bid is received, a price and / or cost analysis will be made and the Authority may choose to proceed with a negotiated procurement with the Bidder rather than accept the bid.

ARTICLE 13

Certificate for Single Bid Situations

In the event of single bid situation, the bidder will be required to provide cost and pricing data and to sign the following certificate.

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.801 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.802-2) submitted either actually or to the contracting officer's representative in support of proposal, quotation, request for price adjustment, etc. are accurate, complete and current as of date of price agreement. This certification includes the cost or pricing data supporting any advance agreements between the offeror and the Government that are a part of the proposal.

Firm _____

Name _____

Title _____

Date of Execution _____

ARTICLE 14

Taxes

The NFTA is exempt from payment of New York State and local taxes. Neither the itemized proposal or any requests for payment pursuant to this Agreement to the NFTA shall include any federal, state or local tax unless such a tax is specifically required to be imposed upon said itemized proposal or payment by the laws and / or regulations of the federal government or any state government. The Contractor is referred to 20 NYCRR 528.16 and 528.17 for examples of purchases which do or do not qualify for the New York State tax exemption for tax exempt organizations. The NFTA will furnish the necessary exemption certificates.

ARTICLE 15

Contractor's Participation

Except as otherwise provided, the Contractor shall perform the percentage of the work with its own forces as set forth in the itemized proposal. Where less than an entire item is subcontracted, the value of the work subcontracted will be based on the estimated cost of such portion of the bid item, determined from information submitted by the Contractor, subject to approval by the Authority. If, during the progress of the work hereunder, the Contractor requests a reduction in such participation percentage and the Engineer determines that it would be to the Authority's advantage, the percentage of the work required to be performed by the Contractor may be reduced; provided written approval of such reduction is obtained by the Contractor from the Authority.

ARTICLE 16

Accuracy of Specifications

16.1

The specifications have been prepared with care and are intended to show as clearly as is practicable the work anticipated to be done. The Contractor must realize, however, that construction and / or installation details cannot always be accurately anticipated and that in executing the work, undetermined conditions may require a variation. Work under all items in the contract must be carried out to meet the field conditions to the satisfaction of the Engineer and in accordance with instructions and the Contract Documents. Bidders shall exercise their own judgment as to the nature and quantities of the work that will be required.

16.2

The Contractor must assume all risk of variance in any computation or statement of amounts or quantities necessary to complete the work required by the Agreement and fully complete said work in accordance with the plans and specifications for the price bid.

ARTICLE 17

Compliance with Laws and Exemption

17.1

The Contractor shall comply with all federal, state, county and municipal laws, codes and regulations in connection with the prosecution of the Work. The Contractor shall also secure and pay for all permits, fees and licenses necessary to comply with applicable federal and state laws. The Contractor shall also secure appropriate permission before commencing sewer or water line connections.

17.2

The Public Authorities Law further provides that no municipality or political subdivision shall have jurisdiction over any facilities of the Authority. The Contractor therefore is not required to obtain a local building permit, but must obtain an Authority building permit.

ARTICLE 18

Subconsultants / Subcontractors

18.1

No part of the Agreement shall be sublet and no work shall be performed under any subcontract without the prior written approval of the proposed Subconsultant and / or Subcontractor by the Authority.

- 18.2 The bidder must submit the names of all proposed Subconsultant and Subcontractors, indicating whether or not the proposed is an Authority certified DBE, on the Proposed Subconsultant / Subcontractor Information form at the time of submission of the bid.
- 18.3 Subconsultants / Subcontractors shall conform with all the provisions set forth in the Agreement to which their work applies and which relate thereto.
- 18.4 Information concerning the availability of New York State Subconsultants / Subcontractors and Suppliers, including the directory of certified minority and women-owned businesses, is available from the New York State Department of Economic Development, and it is the policy of New York State to encourage the use of New York State Subconsultants / Subcontractors and Suppliers, and to promote the participation of minority and women-owned businesses where possible, in the procurement of goods and services. In the event that the total dollar value of this agreement is estimated to be equal to or greater than \$1,000,000.00, the Contractor must notify New York State business enterprises of opportunities as Subconsultants, Subcontractors or Suppliers, on this agreement; document its notification efforts; attest to compliance with the federal equal employment opportunity act of 1972, as amended; and document its efforts to notify New York State residents of employment opportunities through listing any such positions with the Job Service Division or such notification as is consistent with existing collective bargaining agreements.

ARTICLE 19

Mobilization

The Contractor shall furnish and mobilize all required plants and equipment necessary for the proper construction of the work. Unless a pay item for mobilization is specifically included in the proposal, no separate payment will be made for furnishing and mobilizing said plants and equipment, but the cost thereof shall be deemed included in the various items of the Itemized Proposal.

ARTICLE 20

Disadvantaged Business Enterprise Policy Statement

In accordance with Title VI of the Civil Rights Act of 1964 and 49 CFR Part 23, entitled "Participation by Disadvantaged Business Enterprise in Department of Transportation Programs," the Authority and its subsidiary corporations are committed to the development and implementation of an effective Disadvantaged Business Enterprise (DBE) program.

The term "Disadvantaged Business Enterprise" as used in this program means a small business that is both owned and controlled by disadvantaged persons. Disadvantaged would include persons who are citizens of the U.S. or lawful permanent residents and who are Blacks (not of Hispanic origin); Hispanics (persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture regardless of race); Asian Americans; American Indians or Alaskan Natives; groups

or individuals who the SBA considers economically and socially disadvantaged under section 8 (a) of the Small Business Act; and women, regardless of race or ethnicity.

The phrase "owned and controlled" as used in this definition means that disadvantaged persons must own 51% of the business and that they must control the management and daily operations of the business.

The Executive Director, under the direction of the Chairman, has the responsibility and is accountable for implementation of the DBE Program. To assist the Executive Director in the implementation of the DBE Program, the Affirmative Action/Equal Opportunity Manager (AA/EEO), will serve as the DBE Liaison Officer and shall report directly to the Executive Director.

This DBE Program is designed to ensure that DBEs shall have the maximum opportunity to participate in all aspects of Authority business activities including concessions, professional service contracts, purchase of equipment and supplies, construction and non-construction contracts.

The Authority and its subsidiary corporations require all Contractors and subcontractors to comply with the appropriate federal and state laws, rules and regulations pertaining to nondiscrimination. Managers and supervisors at every level of the Authority and its subsidiaries shall be responsible for progressive leadership and imaginative action in implementing this program.

FAA Requirements for Bid Solicitations

ARTICLE 21 Affirmative Action Clause

This Article is applicable to bids for amounts in excess of \$10,000.00.

21.1 The bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth in these Contract Documents.

21.2 The goals for minority and female participation, expressed in percentage terms FOR THE CONTRACTOR'S WORKFORCE on all construction work in a covered area, are as follows:

Goals for minority participation

18.0%

Goals for female participation

7.0%

(i) These goals are applicable to all the Contractor's CONSTRUCTION WORKFORCE (whether or not it is Federal or federally assisted)

performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the Contractor also is subject to the goals for both its federally involved and non-federal involved construction.

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

- 21.3 The Contractor shall provide written notification to the Director, OFCCP, within 10 working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract, and the geographical area in which the contract is to be performed.
- 21.4 As used in this notice and in the contract resulting from this solicitation, the "covered area" is New York State, Erie and Niagara Counties.
- 21.5 The Department of Labor has eliminated all imposed EEO plans and the Philadelphia Plan as a means of complying with Executive Order 11246. Hometown Plans can still be used; however, signatories are required to submit goals and timetables for the utilization of women to the Director, Office of Federal Contract Compliance Programs, Department of Labor, Washington, D.C.

ARTICLE 22

Disadvantaged Business Enterprise Requirements

- A. The successful bidder shall make a good faith effort to use Disadvantaged Business Enterprises (DBE) Subconsultants / Subcontractors and to replace a DBE Subconsultant / Subcontractor that is unable to perform successfully with another DBE Subconsultant / Subcontractor. There shall be no substitution of any Subconsultants / Subcontractors without the prior approval of the Authority in order to ensure that the substitute firm is an eligible DBE.

B. Definitions

1. A disadvantaged business enterprise is a small business concern:
 - (a) Which is at least 51% owned by one or more socially or economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
 - (b) Whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it.
2. Small business concern means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto except that a small business concern shall not include any concern or group of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$14 million over the previous three fiscal years.
3. Socially and economically disadvantaged individuals means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act. Recipients shall make a rebuttable presumption that individuals in the following groups are socially and economically disadvantaged. Recipients also may determine, on a case-by-case basis, that individuals who are not a member of one of the following groups are socially and economically disadvantaged:
 - (a) "Black Americans," which include persons having origins in any of the Black racial groups of Africa;
 - (b) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (c) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (d) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas; and
 - (e) "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh.

- C. Bidding Requirements. Each Bidder is required to submit DBE participation information and, as a condition of contract award, must meet the DBE goal or demonstrate to the Authority that it made good faith efforts to reach the goal.

The bidder shall make good faith efforts, as defined in Appendix A of 49 CFR Part 23, Regulations of the Office of the Secretary of Transportation, to subcontract twenty-five percent (25%) of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). In the event that the bidder for this solicitation qualifies as a DBE, the contract goal shall be deemed to have been met. Individuals who are rebuttably presumed to be socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. Each Bidder will be required to submit within the bid information concerning the DBE's that will participate in this contract. The information will include: (1) the name and address of each DBE; (2) a description of the work to be performed by each named firm; (3) the dollar value of the contract; and (4) a copy of the DBE Certificate. If the bidder fails to achieve the contract goal stated herein, it shall provide documentation with the bid demonstrating that it made good faith efforts in attempting to do so. A bid that fails to meet these requirements will be considered non-responsive.

- D. Procedures to Confirm Good Faith Efforts. If the apparent low bidder, who is otherwise responsive and responsible, cannot meet the goal, he must show that he has made good faith efforts to this end through:

1. Attendance at the pre-bid meeting;
2. Copies of advertisement(s) in trade association newsletters and minority-owned media;
3. A report with a detailed statement of efforts made to locate and negotiate with DBE's, including information on:
 - (a) Efforts made to select portions of the work proposed to be performed by DBE's in order to increase the likelihood of achieving the stated goal;
 - (b) Each DBE contacted, but which the bidder considers to be unqualified to perform the work;
 - (c) Each DBE contacted, but which the bidder considers to be unavailable; and
 - (d) Which organizations that represent or provide assistance to subcontractors were contacted.

The stated percentage goal may be waived if the aforementioned good faith efforts to reach the goal have been made. However, a

bidder or proposer's failure to meet the goal or to show meaningful good faith efforts to reach the goal may be grounds for finding the bid non-responsive.

- E. To insure that any substitute firm is an eligible DBE, the Contractor shall not substitute Subconsultants / Subcontractors without the prior approval of the Authority.
- F. The Contractor shall establish and maintain records and submit reports, as required and requested, which will identify the efforts and achievements made to meet DBE subcontract goals and other DBE affirmative action efforts.

ARTICLE 23

Buy American Requirements

23.1

The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs 23.2 (1) or (2) shall be treated as domestic.
2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.
3. Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.

23.2

The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of this contract, except those:

- (1) that the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
- (2) that the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or

- (3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

ARTICLE 24

Asbestos License

Among other federal and state codes, rules, regulations and statutes, the specifications for the performance of the Work requires that the asbestos abatement be performed in conformance with Industrial Code Rule 56 - Asbestos (12 NYCRR Part 56).

As a condition of award, a certified copy of the New York State Department of Labor asbestos-handling license shall be submitted to and received by the Manager of Engineering, Office of Engineering and Construction, NFTA, 181 Ellicott Street, Buffalo, NY 14203 by certified mail or by personal delivery, by the apparent low bidder within 5 days after the bids are opened and by other bidders within 5 days after receiving a written request from the Manager of Engineering for such a submission.

Failure to comply with the conditions set forth herein shall form the basis for a determination by the NFTA that the Bidder and its bid are non-responsive.

BID FORMS

ITEMIZED PROPOSAL

NIAGARA FRONTIER TRANSPORTATION AUTHORITY
P.O. BOX 5008 - 181 ELLICOTT STREET
BUFFALO, NEW YORK 14205

Re: **Demolition of the Buffalo Airport Center**
NFTA Project No. 19GG9014

Gentlemen:

We have received, carefully examined and are familiar with the Contract Documents for the above-noted contract and have received the following addenda:

Addendum No. _____, Dated _____ Addendum No. _____, Dated _____

Addendum No. _____, Dated _____ Addendum No. _____, Dated _____

and have included the cost of their provisions in our bid. We understand that it is our responsibility to satisfy ourselves that we have obtained a complete set of the Contract Documents including all addenda. We have carefully examined, are familiar with and do accept the conditions of the job site and other conditions affecting the work and agree that this bid shall remain open for a period of 60 days.

The undersigned hereby agrees that:

We will execute within three (3) calendar days after Notice of Intent to Award an Agreement to perform the work for the compensation stipulated hereinafter and within the same time period, furnish and deliver a Performance Bond and a Labor and Material Payment Bond each in a form and with a surety or sureties acceptable to the Authority. Each bond will be in an amount equal to 100% of the Total "Lump Sum" Bid Price. We will concurrently furnish and deliver all Certificates of Insurance as required in the General Conditions.

We submit the attached documents and our Bid Security * in the amount of not less than 10% of the Total "Lump Sum" Bid Price and agree that these documents are part of our bid. Should we be awarded a contract on the basis of this bid, we will furnish and install all products, furnish all services, labor, construction tools, equipment, supplies and transportation; and do the work all in accordance with the Contract Documents for the following prices:

* Bid Security is only required when the base bid exceeds \$50,000.00.

In witness whereof, the Bidder(s) hereto has (have) executed this Itemized Proposal, this _____ day of _____, 19__.

Bidder(s) Name _____
(Print)

Bidder(s) Mailing Address _____

TOTAL "LUMP SUM" BID PRICE written in words:

_____ Dollars

Name and Title of Bidder's Chief Executive Officer

By: _____
(Signature of Authorized Representative of Bidder)

(Name and Title)

Corporate Seal:

It is requested that each Bidder submit documentation and qualifications with their bid demonstrating that it has the technical, financial and construction capabilities to perform the Work. Reference contacts and phone numbers are also requested.

ACKNOWLEDGMENT OF PRINCIPAL - IF CORPORATION

STATE OF)
COUNTY OF) SS:

On this _____ day of _____, 19__, before me personally came and appeared _____, to me known, who, being duly sworn, did depose and say that he / she resides at _____, that he / she is the _____ of _____, the corporation described in and which executed the foregoing instrument, that he/she knows the seal of said corporation, that one of the impressions affixed to said instrument is an impression of such seal, that it was so affixed by order of the directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL - IF A PARTNERSHIP

STATE OF)
COUNTY OF) SS:

On this _____ day of _____, 19__, before me personally came _____, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he / she is a member of the firm of _____, a partnership, and that he / she executed the foregoing instrument in the firm name of _____ and that he / she had authority to sign the same, and he / she acknowledged to me that he / she executed the same as the act and deed of said firm for the uses and purposes therein attached.

Notary Public

ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF)
COUNTY OF) SS:

On this _____ day of _____, 19__, before me the subscriber, personally came _____, to me known, who being by me duly sworn, did depose and say that he / she executed the foregoing instrument.

Notary Public

PROPOSED SUBCONSULTANT / SUBCONTRACTOR INFORMATION

Name and Address	'Scope of Work'	Dollar Amount of Bid Assigned To Proposed Subconsultant / Subcontractor	NFTA Certified DBE Yes or No

BID FORMS

JOINT VENTURE STATEMENT

STATE OF _____)
COUNTY OF _____)

SS:

We, the undersigned, being duly sworn according to law, upon our respective oaths depose and say that:

1. The following named Contractors have entered into a Joint Venture for the purpose of carrying out all the provisions of Contract No. _____:

(a) _____
() An Individual
() A Partnership
() A Corporation

(b) _____
() An Individual
() A Partnership
() A Corporation

(c) _____
() An Individual
() A Partnership
() A Corporation

2. The Contractors, under whose name we have affixed our respective signatures, have duly authorized and empowered us to execute this Joint Venture Statement in the name of and on behalf of such Contractors for the purpose hereinbefore stated.
3. Under the provisions of such Joint Venture, the assets of each of the Contractors named in Paragraph 1 hereof, and in case any Contractor so named above is a partnership the assets of the individual members of such partnership, will be available for the performance of such Joint Venture and liable therefor and for all obligations incurred in connection therewith.
4. This Joint Venture Statement is executed so that the named Contractors, as one organization, may under such Joint Venture bid upon said Agreement and be awarded the Agreement if they should become the successful bidder thereof. Any bid bond and agreement relating to said Contractor shall be executed by any of the undersigned and when so executed, shall bind this Joint Venture and each and every Contractor named herein, severally and jointly. Simultaneous with the execution of the Agreement, the Contractors entering into this Joint Venture shall designate and appoint a Project Supervisor to act as their true and lawful agent with full power and authority to do and perform any and all acts or things necessary to carry out the work set forth in said Agreement.

5. We bind the Contractor for whom we respectively execute this Joint Venture Statement in firm agreement with the Niagara Frontier Transportation Authority that each of the representations herein set forth is true.

Subscribed and sworn to before me, (a) _____

(Name of Contractor)

this ____ day of _____, 19__

My commission expires _____ By: _____ (L.S.)

(Print Name)

Notary Public

Subscribed and sworn to before me, (b) _____

(Name of Contractor)

this ____ day of _____, 19__

My commission expires _____ By: _____ L.S.)

(Print Name)

Notary Public

Subscribed and sworn to before me, (c) _____

(Name of Contractor)

this ____ day of _____, 19__

My commission expires _____ By: _____ (L.S.)

(Print Name)

Notary Public

BID FORMS

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/her knowledge and belief:

- (1) The prices in this bid have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor, and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Individual Signature

Resolved that _____

(Name of Individual)

be authorized to sign and submit the bid or proposal of this corporation for the following projects: Any bid or proposal to a public authority or political subdivision and to include in such bid or proposal the certificate as to non-collusion required by Section 2878 of the Public Authorities Law, as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____

_____ corporation at a meeting of its Board of Directors, held on the _____ day of _____, 199__, and is still in full force and effect.

(SEAL OF CORPORATION) _____ (L.S.)

Title

BID FORMS

CONTRACTOR'S CERTIFICATION OF NON-SEGREGATED FACILITIES

The federally assisted construction contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit employees to perform services at any location, under its control, where segregated facilities are maintained. The federally assisted construction contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform services at any location, under its control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurants and other eating area, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not except from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

The above information is true and complete to the best of my knowledge.

Name and Title (Please Type)

_____ Date _____

Signature

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

The bidder certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this bid that it will include this clause without modification in all lower tier transactions, solicitations, bids, proposals, contracts, and subcontracts. Where the bidder/offer/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

That, the information above is true and complete to the best of my knowledge.

Name and Title (please print)

Signature

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

BUY AMERICAN CERTIFICATE

By submitting a bid under this solicitation, except for those items listed by the offeror below or on a separate and clearly identified attachment to this bid, the offeror certifies that steel and each manufactured product, is produced in the United States (as defined in the clause Buy American - Steel and Manufactured Products or Buy American - Steel and Manufactured Products For Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

Lists of articles, materials, and supplies excepted from this provision are included in Article 70 of the General Conditions.

PRODUCT

COUNTY OF ORIGIN

SECURITY FORMS

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned _____ as
Principal, and _____ as Surety, a
Corporation authorized to guarantee the performance of contracts and to do business in the
State of New York, ARE HELD AND FIRMLY BOUND UNTO THE Niagara Frontier
Transportation Authority (Authority) in the penal sum of
_____ Dollars (\$ _____),
to be paid to the said Authority, for the payment of which sum, well and truly to be made, we
bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the said Principal has herewith presented a proposal in writing to the
Niagara Frontier Transportation Authority, for _____ in accordance with Bid
_____ Documents prepared under the direction of the Authority.

NOW, THEREFORE, if the Authority shall accept the bid of the Principal and the
Principal shall enter into a Contract with the Authority in accordance with the terms of such bid,
and give such bond or bonds as may be specified in the Contract Documents with good and
sufficient surety for the faithful performance of such Contract and for the prompt payment of
labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the
Authority the difference not to exceed the penalty hereof between the amount specified in said
bid and such larger amount for which the Authority may in good faith contract with another
party to perform the Work covered by said bid, then this obligation shall be null and void,
otherwise to remain in full force and effect.

SIGNED this ____ day of _____ 19__

Principal

BY: _____

Surety

BY: _____

ACKNOWLEDGMENT OF PRINCIPAL - IF A CORPORATION *

STATE OF) SS:
COUNTY OF)

On this ____ day of _____, 19__, before me personally came and appeared to me known, who, being duly sworn, did depose and say that he / she resides at _____, that he / she is the _____ of the corporation described in and which executed the foregoing Instrument; that he / she knows the seal of said corporation, that one of the impressions affixed to said Instrument is an impression of such seal; that it was so affixed by order of the directors of said corporation, and that he / she signed his / her name thereto by like order.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL - IF AN INDIVIDUAL *

STATE OF) SS:
COUNTY OF)

On this ____ day of _____, 19__, before me personally came and appeared to me known, who being by me duly sworn, did depose and say that he / she resides at _____ and that he / she executed the foregoing Instrument.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP *

STATE OF) SS:
COUNTY OF)

On this ____ day of _____, 19__, before me personally came _____, to me known and known to me to be one of the members of the firm of _____, the partnership described in the instrument and he / she acknowledged to me that he / she executed the instrument on behalf of the partnership.

Notary Public

* If bidder is a joint venture each participant must execute the Bond and have said execution appropriately acknowledged.

SURETY ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF)

SS:

On this _____ day of _____, 199_, before me personally came
_____ and appeared to me known, who being by me duly sworn, did depose and say that he / she
resides at _____
that he / she is the _____ of

_____ the corporation described in and which executed the foregoing Instrument that he/she knows
the seal of said corporation, that one of the impressions affixed to said Instrument is an
impression of such seal; that it was so affixed by order of the directors of said corporation, and
that he / she signed his / her name thereto by like order.

(SEAL)

Notary Public

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _____
as Contractor, hereinafter called Principal, and _____

as Surety, hereinafter called Surety, are held and firmly bound unto the NIAGARA FRONTIER TRANSPORTATION AUTHORITY, As Obligee, hereinafter called Authority, in the amount of Dollars(\$ _____) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 199____, entered into a contract with the NIAGARA FRONTIER TRANSPORTATION AUTHORITY for _____ a copy of which contract is made a part hereof by reference with the same effect as if set forth herein in full.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alterations or extension of time made by the Authority.

Whenever Principal shall be, and declared by Authority to be in default under the Contract, the Authority having performed Authority's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Authority elects, upon determination by the Authority and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Authority, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding; including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of contract price" as used in this paragraph, shall mean the total amount payable by Authority to Contractor under the Contract and any amendments thereto, less the amount properly paid by Authority to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Authority named herein or the heirs, executors, administrators or successors of Authority.

SIGNED this _____ day of _____, 199____

BY: _____ Principal

BY: _____ Surety

ACKNOWLEDGMENT OF PRINCIPAL - IF A CORPORATION *

STATE OF) SS:
COUNTY OF)

On this ____ day of _____, 19__, before me personally came and appeared to me known, who, being duly sworn, did depose and say that he / she resides at _____, that he / she is the _____ of the corporation described in and which executed the foregoing Instrument; that he / she knows the seal of said corporation, that one of the impressions affixed to said Instrument is an impression of such seal; that it was so affixed by order of the directors of said corporation, and that he / she signed his / her name thereto by like order.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL - IF AN INDIVIDUAL *

STATE OF) SS:
COUNTY OF)

On this ____ day of _____, 19__, before me personally came and appeared to me known, who being by me duly sworn, did depose and say that he / she resides at _____ and that he / she executed the foregoing Instrument.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP *

STATE OF) SS:
COUNTY OF)

On this ____ day of _____, 19__, before me personally came _____, to me known and known to me to be one of the members of the firm of _____, the partnership described in the instrument and he / she acknowledged to me that he / she executed the instrument on behalf of the partnership.

Notary Public

* If bidder is a joint venture each participant must execute the Bond and have said execution appropriately acknowledged.

SURETY ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF) SS:

On this _____ day of _____, 199_, before me personally came
_____ and appeared to me known, who being by me duly sworn, did depose and say that he / she
resides at _____
that he / she is the _____ of

_____ the corporation described in and which executed the foregoing Instrument that he / she knows
the seal of said corporation, that one of the impressions affixed to said Instrument is an
impression of such seal; that it was so affixed by order of the directors of said corporation, and
that he / she signed his / her name thereto by like order.

(SEAL)

Notary Public

LABOR AND MATERIAL PAYMENT BOND

Note: This bond is issued simultaneously with Performance Bond in favor of the Authority conditioned on the full and faithful performance of the contract.

KNOW ALL MEN BY THESE PRESENTS that _____
as Contractor, hereinafter called Principal, and _____

as Surety, hereinafter called Surety, are held and firmly bound unto the NIAGARA FRONTIER TRANSPORTATION AUTHORITY as Obligee, hereinafter called Authority, for the use and benefit of claimants as herein below defined, in the amount of _____

(\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 19____, entered into a contract with the NIAGARA FRONTIER TRANSPORTATION AUTHORITY for _____ a copy of which contract is made a part hereof by reference with the same effect as if set forth herein in full.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Authority that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Authority shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Authority, or the Surety above named. within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage

prepaid, in an envelope addressed to the Principal, Authority or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

- (b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvements, whether or not claim for the amount of such lien be presented under and against this bond.

SIGNED this _____ day of _____, 199__

Principal

BY: _____

Surety

BY: _____

ACKNOWLEDGMENT OF PRINCIPAL - IF A CORPORATION *

STATE OF) SS:
COUNTY OF)

On this ____ day of _____, 19__, before me personally came and appeared to me known, who, being duly sworn, did depose and say that he / she resides at _____, that he / she is the _____ of the corporation described in and which executed the foregoing Instrument; that he / she knows the seal of said corporation, that one of the impressions affixed to said Instrument is an impression of such seal; that it was so affixed by order of the directors of said corporation, and that he / she signed his / her name thereto by like order.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL - IF AN INDIVIDUAL *

STATE OF) SS:
COUNTY OF)

On this ____ day of _____, 19__, before me personally came and appeared to me known, who being by me duly sworn, did depose and say that he / she resides at _____ and that he / she executed the foregoing Instrument.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP *

STATE OF) SS:
COUNTY OF)

On this ____ day of _____, 19__, before me personally came _____ to me known and known to me to be one of the members of the firm of _____, the partnership described in the instrument and he / she acknowledged to me that he / she executed the instrument on behalf of the partnership.

Notary Public

* If bidder is a joint venture each participant must execute the Bond and have said execution appropriately acknowledged.

SURETY ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF) SS:

On this _____ day of _____, 199_, before me personally came
_____ and appeared to me known, who being by me duly sworn, did depose and say that he / she
resides at _____
that he / she is the _____ of

_____ the corporation described in and which executed the foregoing Instrument that he/she knows
the seal of said corporation, that one of the impressions affixed to said Instrument is an
impression of such seal; that it was so affixed by order of the directors of said corporation, and
that he / she signed his / her name thereto by like order.

(SEAL)

Notary Public

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _____ as Principal,
and _____

a Corporation of the State of legally authorized as Surety, to do business in the State of _____, are held and firmly bound unto the Niagara Frontier Transportation Authority in the sum of _____

(\$ _____) to be paid to the Niagara Frontier Transportation Authority herein called Authority for its use and benefit, for which payment well and truly to be made, we do bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has represented that it has completed the Contract (identify) _____ in strict and entire conformity with the Plans and Specifications therefore on file at the Offices of the Authority, a copy of which is made a part hereof by reference with the same force and effect as if set forth in full.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if, within one (1) year from the date of final acceptance of the Work by the Authority no faulty workmanship shall be disclosed in the performance of said Contract; and if it shall appear that no defective materials were furnished thereunder, then this obligation shall be void, or else to be and remain in full force and virtue.

If, within the one (1) year period faulty workmanship is disclosed, or it appears that defective materials were furnished, or it appears that the work was not performed or the materials were not furnished in strict and entire conformity with the terms of the Contract documents, the Authority shall notify the Principal in writing and the Principal shall promptly repair, replace or make good all defective work or materials. In the event that the Principal, after having been so notified, shall refuse or neglect to repair, replace or make good such work or materials within five (5) days from the receipt of such notice (or within such other time as the Authority may direct), or shall fail to complete such work within the time prescribed by said Authority then the Authority will proceed to have the work done by others, and the Principal and Surety hereunder shall jointly and severally be liable to pay the cost thereof, subject to the monetary limitation first written above.

In case of an emergency, as determined by said Authority, the Authority reserves the right to immediately effect both temporary and permanent repairs, or to arrange for others to effect such repairs, without immediate notification to the Principal, and the Principal and Surety hereunder shall jointly and severally be liable to pay the cost thereof.

SIGNED this _____ day of _____ 199__

Surety

Principal

BY: _____

BY: _____

ACKNOWLEDGMENT OF PRINCIPAL - IF A CORPORATION *

STATE OF _____) SS:
COUNTY OF _____)

On this _____ day of _____, 19__, before me personally came and appeared to me known, who, being duly sworn, did depose and say that he / she resides at _____, that he / she is the _____ of the corporation described in and which executed the foregoing Instrument; that he / she knows the seal of said corporation, that one of the impressions affixed to said Instrument is an impression of such seal; that it was so affixed by order of the directors of said corporation, and that he / she signed his / her name thereto by like order.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL - IF AN INDIVIDUAL *

STATE OF _____) SS:
COUNTY OF _____)

On this _____ day of _____, 19__, before me personally came and appeared to me known, who being by me duly sworn, did depose and say that he / she resides at _____ and that he / she executed the foregoing Instrument.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP *

STATE OF _____) SS:
COUNTY OF _____)

On this _____ day of _____, 19__, before me personally came _____, to me known and known to me to be one of the members of the firm of _____, the partnership described in the instrument and he / she acknowledged to me that he / she executed the instrument on behalf of the partnership.

Notary Public

* If bidder is a joint venture each participant must execute the Bond and have said execution appropriately acknowledged.

SURETY ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF) SS:

On this _____ day of _____, 199_, before me personally came
_____ and appeared to me known, who being by me duly sworn, did depose and say that he / she
resides at _____
that he / she is the _____ of _____

_____ the corporation described in and which executed the foregoing Instrument that he/she knows
the seal of said corporation, that one of the impressions affixed to said Instrument is an
impression of such seal; that it was so affixed by order of the directors of said corporation, and
that he / she signed his / her name thereto by like order.

(SEAL)

Notary Public

AGREEMENT

Between

NIAGARA FRONTIER TRANSPORTATION AUTHORITY

And

CONTRACT # _____

PROJECT _____

THIS AGREEMENT made and entered into the _____ day of _____, 199_, by and between NIAGARA FRONTIER TRANSPORTATION AUTHORITY, a body corporate and politic, constituting a public benefit corporation, organized and existing pursuant to Chapter 717 of the Laws of 1967 of the State of New York, as amended, with its principal office for the transaction of business at 181 Ellicott Street in the City of Buffalo, County of Erie, State of New York and _____ of the State of _____ having its principal office for the transaction of business at _____.

WITNESSETH:

For and in consideration of the mutual covenants and agreements contained herein, the parties hereto agree to perform this agreement in strict accordance with the Contract Documents which are incorporated herein and made a part hereof by reference.

As consideration for the work performed under this contract, and pursuant to its bid, the Contractor shall receive the base bid sum of _____ dollars, \$ _____.

This Agreement is executory only to the extent of monies available and no liability shall be incurred by the Authority beyond the monies available for the purpose.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date entered above.

BY: _____

TITLE: _____

(SEAL)

NIAGARA FRONTIER TRANSPORTATION AUTHORITY

BY: _____

TITLE: _____

(SEAL)

ACKNOWLEDGMENT OF PRINCIPAL - IF A CORPORATION *

STATE OF _____) SS:
COUNTY OF _____)

On this _____ day of _____, 19__, before me personally came and appeared to me known, who, being duly sworn, did depose and say that he / she resides at _____, that he / she is the _____ of the corporation described in and which executed the foregoing Instrument; that he/she knows the seal of said corporation, that one of the impressions affixed to said Instrument is an impression of such seal; that it was so affixed by order of the directors of said corporation, and that he / she signed his / her name thereto by like order.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL - IF AN INDIVIDUAL *

STATE OF _____) SS:
COUNTY OF _____)

On this _____ day of _____, 19__, before me personally came and appeared to me known, who being by me duly sworn, did depose and say that he/she resides at _____ and that he / she executed the foregoing Instrument.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP *

STATE OF _____) SS:
COUNTY OF _____)

On this _____ day of _____, 19__, before me personally came _____ to me known and known to me to be one of the members of the firm of _____, the partnership described in the instrument and he / she acknowledged to me that he / she executed the instrument on behalf of the partnership.

Notary Public

* If bidder is a joint venture each participant must execute the Bond and have said execution appropriately acknowledged.

STATE OF NEW YORK)
COUNTY OF ERIE)SS:
CITY OF BUFFALO)

On this ____ day of _____ 19 __, before me, the subscriber, personally came Lawrence M. Meckler to me known, who being duly sworn, did depose and say that he resides in the County of Erie, State of New York; that he is the Contracting Officer of the NIAGARA FRONTIER TRANSPORTATION AUTHORITY, the Authority described in and which executed the foregoing instrument; that he knows that seal of said Authority; that the seal affixed to said instrument is such corporate seal; that it was so affixed pursuant to a resolution duly adopted by the NIAGARA FRONTIER TRANSPORTATION AUTHORITY, and that he signed his name thereto pursuant to said resolution.

GENERAL CONDITIONS

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ARTICLE 1

Interpretation of Contract Documents

- 1.1 The contents of the Contract Documents are intended to be complementary and to describe the performance and completion of the Work. Anything mentioned in the specifications and not shown on the contract drawings or shown on the contract drawings and not mentioned in the specifications shall be of like effect as if shown or mentioned in both.
- 1.2 If doubts or questions arise regarding the meaning of words or items within the Contract Documents, said questions should be presented to the Authority.
- 1.3 Omissions from the drawings or Specifications or the mis-description of details of work which are necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted work or mis-described details of the work as if fully and correctly set forth and described in the drawings and specifications.
- 1.4 In the event any article, section, sub-article, paragraph, sentence, clause or phrase contained in the Contract Documents shall be determined, declared or adjudged invalid, illegal, unconstitutional or otherwise unenforceable, such determination, declaration or adjudication shall in no manner affect the other articles, sections, sub-articles, paragraphs, sentences, clauses or phrases of the Contract Documents, which shall remain of full force and effect as if the article, section, sub-article, paragraph, sentence, clause, or phrase declared, determined or adjudged invalid, illegal, unconstitutional or otherwise unenforceable was not originally a part thereof.

ARTICLE 2

Engineer

The Engineer shall determine the "Final Acceptance" of the quality, acceptability and fitness of the Work. In performance of the Work the Contractor shall conform to all orders, directives, and requirements of the Engineer. The requirements of this Article shall not relieve the Contractor of its responsibility to perform pursuant to the terms of this Agreement.

ARTICLE 3

Joint and Several Liability

If the Contractor hereunder is composed of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 4

Agent to Accept Service

The Contractor shall maintain within the County of Erie, New York, an agent to accept service of legal process on its behalf, and shall keep the Authority advised of such agent's name and address during the term of the Agreement.

ARTICLE 5

Indemnification

The Contractor agrees to indemnify, defend and save harmless the Authority from and against all loss and damage, claims and demands, costs and charges for injuries to person or property or other causes that may arise or accrue out of the performance of the work by the Contractor, or which may be caused by any negligence or default of the Contractor, its agents or servants.

ARTICLE 6

Insurance

6.1

The Contractor agrees to procure and maintain at its expense during the term of this Agreement insurance of the kinds and in the amounts hereafter required, with insurance companies authorized to do business in New York State, covering all operations under this Agreement, whether performed by the Contractor or its subcontractors. The policies shall provide for a 30 day notice to the Authority prior to termination, cancellation or change.

6.2

Prior to the execution of this Agreement, the Contractor shall supply the Authority, by delivering to the Risk Manager, 181 Ellicott St., Buffalo, New York 14205, certified copies of policies of insurance providing evidence of insurance coverage for the Contractor for the following coverages:

6.2.1

Commercial General Liability Insurance including coverage for property damage, bodily injury, personal injury and completed operations with a single limit of at least \$1,000,000 per occurrence with a \$2,000,000 aggregate. The certificate shall name the Authority as an additional insured.

6.2.2

Protective liability insurance issued to and covering the liability of the Authority and all employees of the Authority, both officially and personally, with respect to all operations under this Agreement by the Contractor or any subcontractors, including omissions and supervisory acts of the Niagara Frontier Transportation Authority and its employees, with a single limit of \$2,000,000 per occurrence and a \$2,000,000 aggregate.

6.2.3

Asbestos Liability Insurance covering all liabilities arising from the handling, removal, interim storage, transport and disposal of asbestos and asbestos contaminated materials with a single limit of not less than \$1,000,000 per occurrence with a minimum \$3,000,000 aggregate. The form of insurance shall be as generally accepted "occurrence" coverage or equivalent.

This policy shall not exclude coverage for liabilities arising from the sudden accidental dispersal, release or escape of asbestos or asbestos contaminants. The policy shall not exclude anticipatory damages resulting from asbestos related incidents which occur during or following the performance of the work required by the contract. The policy shall name the Authority as an additional insured.

NOTE: As an alternative to the Commercial General Liability Insurance and the Asbestos Liability Insurance specified in paragraphs 6.2.1 and 6.2.3 above, the Authority will accept a Commercial General Liability Asbestos Form policy including coverage for property damage, bodily injury, personal injury and completed operations and including coverage for all liabilities arising from the handling, removal, interim storage, transport and disposal of asbestos and asbestos contaminated materials with a single limit of not less than \$1,000,000 per occurrence with a minimum \$3,000,000 aggregate. The form of insurance shall be as generally accepted "occurrence" coverage or equivalent.

The policy shall not exclude coverage for liabilities arising from the sudden accidental dispersal, release or escape of asbestos or asbestos contaminants. The policy shall not exclude anticipatory damages resulting from asbestos related incidents which occur during or following the performance of the work required by the contract. The policy shall name the Authority as an additional insured.

6.2.4 If any motor vehicle is used in the work, Auto Liability Insurance covering bodily injury and property damage with a minimum combined single limit of \$1,000,000. The certificate shall name the Authority as an additional insured.

6.2.5 Workers' Compensation and Employer's Liability in accordance with the applicable laws of the State of New York.

6.2.6 Excess Liability/Umbrella Form, \$14,000,000.

6.3 Prior to commencing the Work the Contractor shall supply the Authority with a certificate of insurance providing evidence of insurance coverage for the Contractor for Builder's Risk / Installation Floater "All Risk" insurance protecting the Contractor, the Authority and subcontractors from losses resulting from, but not limited to, natural disasters, fire, extended coverage perils, vandalism, malicious mischief or collapse during the course of construction. The policy shall name the Authority, the Contractor and the Contractor's subcontractors as insureds. The amount of such insurance shall be not less at any time, than the total value of the work in place, on site, in transit or in storage off site and the loss under such policies shall be made payable to the Authority and/or Contractor or other insureds, as their respective interests may appear. The policy shall cover all property to be used in, or incidental to, the fabrication and/or erection and/or completion of the project. It shall include all materials, machinery, equipment and supplies intended to become part of such property and falsework, temporary trestles and similar structures. It shall not include tools, Contractor's equipment and any other property not a part of or destined to become part of the project. The Authority should be advised of the amount, if any, of a deductible on the policy. In no case should the deductible amount exceed \$5,000.

6.4 The Authority and the Contractor agree to waive all rights against each other for damages to the extent covered by the insurance, except for such rights they may have to the proceeds of such insurance held by the Authority as trustee. The Contractor shall require similar reciprocal

waivers by all subcontractors and sub-subcontractors. This policy shall recognize such waivers of recovery by an appropriate Waiver of Subrogation Clause Endorsement, excluding any subrogation of rights granted under New York Law to the contrary notwithstanding.

- 6.5 Copies of any required policies shall be provided to the Authority upon request.
- 6.6 Prior to the commencement of work by any subcontractor, the Contractor shall supply the Authority with a certificate(s) of insurance providing evidence of insurance coverage for each subcontractor for the following coverages:
 - 6.6.1 Commercial General Liability Insurance including coverage for property damage, bodily injury, personal injury and completed operations with a single limit of at least \$1,000,000 per occurrence with a \$2,000,000 aggregate. The certificate shall name the Authority as an additional insured.
 - 6.6.2 Asbestos Liability Insurance covering all liabilities arising from the handling, removal, interim storage, transport and disposal of asbestos contaminated materials with a single limit of not less than \$1,000,000 per occurrence with a minimum \$3,000,000 aggregate. The certificate shall name the Authority as an additional insured.
 - 6.6.3 If any motor vehicle is used in the Work, Auto Liability Insurance covering bodily injury and property damage with a minimum combined single limit of \$1,000,000. The certificate shall name the Authority as an additional insured.
 - 6.6.4 Workers' Compensation and Employer's Liability in accordance with the applicable laws of the State of New York.
 - 6.6.5 Excess Liability/Umbrella form, \$2,000,000
 - 6.6.6 The insurance coverage provided by subcontractors shall be written with insurance companies authorized to do business in New York State. The policies shall provide for a 30 day notice to the Authority prior to termination, cancellation or change.
- 6.7 Consultant Insurance Requirements:
 - 6.7.1 Consultant agrees to procure and maintain, for the periods specified in Section 6.7.3 below, insurance of the kinds and in the amounts hereinafter provided covering all operations under this Agreement whether performed by it or by subconsultants. The policies shall provide for a thirty (30) day notice to the NFTA prior to termination, cancellation or change.
 - 6.7.2 Prior to the execution of the Agreement, the Consultant shall supply the NFTA with a certificate(s) of insurance providing evidence of insurance coverage for the Project as specified in this Article:

- 6.7.2.1 General Liability Insurance in a comprehensive form including coverage for property damage, bodily injury, personal injury and completed operations with a single limit of at least \$1 million per occurrence and \$2 million aggregate. The policy and the certificate shall name the NFTA as an additional insured.
- 6.7.2.2 If any motor vehicle is used in the work, auto liability insurance covering bodily injury and property damage with a minimum combined single limit of \$1 million. The policy and the certificate shall name the NFTA as an additional insured.
- 6.7.2.3 Worker's Compensation and Employer's Liability in accordance with applicable laws of the State of New York.
- 6.7.2.4 Professional Liability Insurance - \$1 million.
- 6.7.2.5 Excess Liability - umbrella form - \$1 million.
- 6.7.3 Each insurance policy described above shall be kept in force for the period specified below:
- 6.7.3.1 General Liability Insurance shall be kept in force until receipt of final payment by the Consultant.
- 6.7.3.2 Workers' Compensation and Employer's Liability Insurance shall be kept in effect until receipt of final payment by the Consultant.
- 6.7.3.3 Professional Liability Insurance shall be kept in force until at least one (1) year after final payment to the Consultant and each of its subconsultants.
- 6.7.3.4 Any other required insurance shall be maintained during the term of the agreement.
- 6.7.4 Copies of any required insurance policies shall be provided to the NFTA upon request.

ARTICLE 7 Contractual Relationships

No contractual relationship shall exist under the Agreement other than the contractual relationship between the Authority and the Contractor. The Contractor agrees that New York State shall not be obligated or liable hereunder to any party other than the Authority.

ARTICLE 8 Independent Contractor

The Contractor agrees that in accordance with its status as an independent contractor, it will conduct itself with such status that it will neither hold itself out as nor claim to be an officer or employee of the State of New York or the Authority by reason hereof, and that it will not by reason hereof, make any claim, demand of, application to or for any right or privilege applicable to an officer or employee of the State of New

York or the Authority, including, but not limited to, Workmen's Compensation coverage, Unemployment Insurance Benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 9 Contractor Responsibility

The Contractor will cause all persons employed upon the Work, including its subconsultants, subcontractors, agents, officers and employees, to comply with all applicable laws in the jurisdiction upon which the work is performed.

ARTICLE 10 Cooperation Between Contractors

- 10.1 The Authority reserves the right at any time to contract for the performance of other work within or adjacent to the work site of this Agreement.
- 10.2 Each Contractor shall conduct its work so as not to interfere with or hinder the progress or completion of work being performed by other Contractors. Contractors working on the same project area shall cooperate with each other and, in case of dispute, the Authority shall be the referee and his decision shall be binding upon all parties.
- 10.3 When contracts are awarded to Contractors for concurrent construction within a common area, the Contractors in conference with the Authority shall establish a written joint schedule of operations based on the limitations of the individual contracts and the joining of the work of one contract with the other. The schedule shall set forth these considerations and the approximate dates and sequences for the several items of work to be performed and will ensure completion within the contract time. The schedule shall be submitted to the Authority for review and approval prior to commencement of the concurrent construction work. The schedule shall be mutually agreeable, signed by and binding upon each Contractor. The Authority may allow modifications of the schedule when mutual benefit to the Contractors and the Authority will result. Any modification of the schedule shall be in writing, mutually agreeable, signed by the Contractors and shall be binding upon the Contractors in the same manner as the original agreement. Should the Contractors fail to agree on a joint schedule of operations, the Authority will prepare such schedule which will be binding upon each Contractor.
- 10.4 The joint schedule and any modification thereof shall become a part of each Contract involved and failure of either Contractor to abide by the terms of the joint schedule shall be justification for declaring the Contractor in default of its Contract.
- 10.5 Each Contractor shall assume all liability, financial or otherwise, in connection with its Agreement and shall protect and save harmless the Authority from any and all damages and claims that may arise because of inconvenience, delay or loss experienced by the Contractor as a result of the presence and operations of other Contractors working in or near the work covered by the Contractor's Agreement and shall assume all

responsibility for any of the Contractor's work not completed because of the presence and operations of other Contractors.

10.6 The Authority will not be responsible for any inconvenience, delay or loss experienced by a Contractor as a result of its failure to gain access to the work at the time contemplated. An extension of contract time may be allowed on the basis of the amount of time delayed due to its failure to gain access to the work only when such failure is due to no fault or negligence of the Contractor's own.

10.7 The Authority will not assume any responsibility for the acts of one Contractor which delay the work of the other.

ARTICLE 11 Professional Engineering, Land Surveying, Architectural and Landscape Architectural Services

The Work requires the practice of engineering, land surveying, architecture and / or landscape architecture, as defined in sections 7201, 7203, 7301 and 7321 respectively of the New York State Education Law, the Contractor must retain a separate independent professional engineer, land surveyor, architect or landscape architect ("Professional"), licensed to practice in the State of New York, to perform that part of the Work. The contract between the Contractor and the Professional must refer to this contract and specifically state that the work is being performed for the benefit of the Authority. The provisions of this Article, to the extent they may be found to be inconsistent with the provisions of Article 12, shall be deemed controlling.

ARTICLE 12 Subcontractors and Suppliers

12.1 If this contract is for an amount equal to or greater than one million dollars, the Contractor must comply with Section 2879 (3) (i) (iv) of the Public Authorities Law, and shall submit a post-award compliance report documenting its effort to provide notification to New York State residents of employment opportunities arising in New York State out of this contract through listing any such positions with the Job Service Division of the New York State Department of Labor or in such manner as is consistent with existing collective bargaining contracts or agreements.

12.2 The Contractor shall clearly and specifically set forth in all subcontracts the terms and conditions of the subcontract.

12.3 No subcontractor shall be permitted to perform work at the site until the Contractor has furnished the Engineer with the subcontractor's evidence of insurance as required by Article 6 and the subcontractor has been approved by the Engineer.

12.4 Prior to entering into any subcontract for work to be performed at the Project site, the Contractor shall secure the approval of the Authority regarding the prospective subcontractor's qualifications, employment data and affirmative action program. The forms used to provide the required information shall be supplied by the Authority. The Authority will

review the submittal from each subcontractor, and will furnish written notification to the Contractor concerning approval of the award of the subcontract. If the Authority objects to the proposed award, the Contractor may furnish written notice of another subcontractor for the Authority's consideration. Nothing specified in this sub-article shall preclude the Contractor from performing the proposed subcontract work with its own forces.

12.5 Subcontractors shall be nominated and approved a minimum of twenty (20) working days prior to the anticipated time they intend to commence work on the project.

12.6 Within fifteen calendar days of the receipt of any payment from the Authority, the Contractor shall pay each of its subconsultants, subcontractors and materialmen the proceeds from the payment representing the value of the work performed and / or materials furnished by the subcontractor and / or materialmen and reflecting the percentage of the subcontractor's work completed or the materialman's material supplied in the requisition approved by the Authority and based upon the actual value of the subcontract or purchase order less an amount necessary to satisfy any claims, liens or judgments against the subcontractor or materialman which have not been suitably discharged and less any retained amount as hereafter described. Failure by the Contractor to pay any subconsultant, subcontractor or materialman within fifteen calendar days of the receipt of any payment from the Authority shall result in the commencement and accrual of interest on amounts due to such subconsultant, subcontractor or materialman for the period beginning on the day immediately following the expiration of such fifteen calendar day period and ending on the date on which payment is made by the Contractor to such subconsultant, subcontractor or materialman. Such interest payment shall be the sole responsibility of the Contractor, and shall be paid at the rate of interest in effect on the date payment is made by the Contractor. Notwithstanding any other provision of the law to the contrary, interest shall be computed at the rate equal to the overpayment rate set by the commissioner of taxation and finance pursuant to subsection (e) of section one thousand ninety-six of the tax law. The Contractor shall retain not more than five percent of each payment to the subconsultant, subcontractor and / or materialman except that the Contractor may retain in excess of five percent but not more than ten percent of each payment to the subcontractor provided that prior to entering into a subcontract with the Contractor, the subcontractor is unable or unwilling to provide a performance bond and a labor and material bond, both in the full amount of the subcontract, at the request of the Contractor. However, the Contractor shall retain nothing from those payments representing proceeds owed the subconsultant, subcontractor and / or materialman from the Authority's final payment to the Contractor. Within fifteen calendar days of the receipt of payment from the Contractor, the subconsultant, subcontractor and / or materialman shall pay each of its subconsultants, subcontractors and materialmen in the same manner as the Contractor has paid the subcontractor, including interest as herein provided above. Nothing provided herein shall create any obligation on the part of the Authority to pay or to see to the payment of any moneys to any subconsultant, subcontractor or materialman from any contractor nor shall anything

provided herein serve to create any relationship in contract or otherwise, implied or expressed, between the subcontractor or materialman and the Authority.

12.7 After the initial progress payment and before any further payments, the Contractor shall provide acknowledgments from all subconsultants, subcontractors and suppliers included in the previous payment application that they have been paid. Further, payment shall be conditioned on the certification by the Contractor that the subconsultants, subcontractors have satisfactorily progressed the work and met other contractual and payment obligations. Monthly progress payments may be withheld in the event that the contractor fails to supply the Authority with all required certified payroll records.

12.8 The Contractor shall not, without the consent of the Authority, either replace any subconsultant, subcontractor previously approved by the Authority, or permit any such subcontract to be assigned or transferred, or allow the portion of the work to be performed by anyone other than the approved subconsultant, or subcontractor, except it may perform the work of the subcontractor itself upon written notice to the Authority with qualified personnel, in accordance with applicable law.

12.9 Nothing provided in this Article shall be construed as: creating privity of contract between the Authority and any subconsultant or subcontractor; limiting or diminishing any rights or remedies which the Authority may have against the Contractor arising out of this Agreement; or relieving the Contractor of any responsibility for performance of this contract because of any action taken by the Authority or the failure to act by the Authority.

ARTICLE 13

Labor Organizations

The Contractor and any subcontractors agree not to include any provisions which would violate paragraphs 13.1 - 13.3 in their contracts or subcontracts under this Agreement:

13.1 Provisions which would require bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations;

13.2 Provisions which would otherwise discriminate against bidders, offerors, contractors or subcontractors for refusing to become or remain signatories or otherwise adhere to agreements with one or more labor organizations; or

13.3 Provisions which would require any bidder, offeror, contractor or subcontractor to enter into, adhere to, or enforce any agreement that requires its employees, as a condition of employment, to become members of or affiliated with a labor organization or pay dues or fees to a labor organization, over an employee's objection, in excess of the employee's share of labor organization costs related to collective bargaining, contract administration or grievance adjustment.

ARTICLE 14

Gratuities

14.1

The Authority may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found by the Authority that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any commissioner, officer or employee of the Authority with a view toward securing a contract or securing favorable treatment with respect to the performance of such contract. Contractor, by execution of this Agreement, represents that it has not paid and also agrees not to pay any bonus or commission for the purpose of obtaining an approval of this Agreement.

14.2

In the event this Agreement is terminated for the reason set forth above, the Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor.

14.3

The rights and remedies of the Authority provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

ARTICLE 15

Changes in Quantities

15.1

The Authority reserves and shall have the right to make such changes as may be necessary or desirable to complete the work originally intended in an acceptable manner. The Authority is authorized to direct such alterations in the work as may increase or decrease the originally estimated contract quantities. If alterations do not increase the unit bid price quantity by 25% the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations shall be considered work within the general scope of the contract and such alterations shall be covered by "change orders" issued by the Authority. Change orders for altered work may also include changes in contract time where, in the Authority's opinion, such extensions are commensurate with the amount and difficulty of added work.

15.2

Should the aggregate amount of increased work exceed the 25 percent limitation hereinbefore specified, such increased work shall be covered by supplemental agreement. If the Authority and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Authority reserves the right to terminate the Agreement with respect to the item and make other arrangements for its completion.

ARTICLE 16

Workmanship and Unauthorized Work

16.1

All work under this Agreement shall be performed in a skillful and workmanlike manner. The Contractor is required to remove any employee the Authority deems incompetent, careless or otherwise objectionable.

- 16.2 Any work performed beyond the lines and grades shown on the contract drawings or established by the Authority, or done without proper written authorization from the Authority will be considered as unauthorized work and the Contractor will receive no compensation therefore. If required by the Authority, unauthorized work shall be remedied, removed or replaced by the Contractor at the Contractor's expense.

ARTICLE 17

Material

- 17.1 Unless otherwise specifically provided in this Agreement, all equipment, material, and articles incorporated in the work covered by the Contract Documents shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically indicated, reference to any equipment, material, article or patented process, by trade name, make or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition and the Contractor may, subject to the approval of the Engineer, use any equipment, material, article or process which is equivalent to that named.
- 17.2 The Engineer shall be the final judge of the quality and suitability of any proposed alternative equipment, material, article or process. The burden of proving the quality and suitability of an alternative shall be upon the Contractor. Any information required by the Engineer in judging an alternative will be supplied by the Contractor at no expense to the Authority.
- 17.2.1 Where use of an alternative material involves redesign of or changes to other parts of the work, the cost and the time required to affect such redesign or change will be considered in evaluating the suitability of the alternative material. The cost of redesign and changes in other parts of the work shall be borne by the Contractor.
- 17.2.2 No tests nor action relating to the approval of alternative materials will be made until the request for substitution is made in writing by the Contractor accompanied by complete data as to the quality and suitability of the materials proposed. Such request shall be made in ample time to permit approval without delaying the work. The time required for review of alternative materials shall not be considered as justification for a time extension.
- 17.2.3 Where classification, rating or other certification by a body such as UL, NEMA, or ASEA is a part of the specification for any material, proposals for use of alternative materials shall be accompanied by reports from the listed body or equivalent independent testing laboratory, indicating compliance with specification requirements. The cost of all testing required to prove equality of the material proposed shall be borne by the Contractor.
- 17.2.4 Approval of an alternative material shall be only for the characteristics and use named in such approval, and shall not be used to change or modify any contract requirement or to establish approval for material.

- 17.3 Notwithstanding prior inspection and approval, only materials conforming to the requirements of the Contract Documents shall be incorporated in the Work.
- 17.4 Any material or assembly that does not conform to the requirements of the Contract Documents shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of work, unless otherwise instructed by the Engineer.
- 17.5 Contractor furnished materials not conforming to the requirements of the Contract Documents will be rejected, whether in place or not. Rejected material shall be removed immediately from the site of the work.
- 17.6 No rejected material or assembly, the defects of which have been corrected by the Contractor, shall be returned to the site of the work until such time as the Engineer has approved its use in the work.

ARTICLE 18

Storage of Materials

Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection.

ARTICLE 19

Payment for Materials on Hand

- 19.1 Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the Work, provided that such materials meet the requirements of the Contract Documents and are delivered to acceptable sites on Authority property or at other sites in the vicinity that are acceptable to the Engineer. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:
- 19.1.1 The material has been stored or stockpiled in a manner acceptable to the Engineer at or on an approved site.
- 19.1.2 The Contractor has furnished the Engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- 19.1.3 The Contractor has furnished the Engineer with satisfactory evidence that the material and transportation costs have been paid.
- 19.1.4 The Contractor has furnished the Authority legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.
- 19.1.5 The Contractor has furnished the Engineer evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.
- 19.2 It is understood and agreed that the transfer of title and the Authority's payment for such stored or stockpiled materials shall in no way relieve

the Contractor of its responsibility for furnishing and placing such materials in accordance with the requirements of the Agreement.

19.3 In no case will the amount of partial payments for materials on hand exceed the Contractor price for such materials or the contract price for the contract item in which the material is intended to be used.

19.4 No partial payment will be made for stored or stockpiled living or perishable plant materials.

ARTICLE 20

Warranties

20.1 Except where longer periods of warranty are indicated for certain items, the Contractor warrants all work done under the Agreement to be free from faulty materials and workmanship for a period of one year from the date of final acceptance, which one year period shall apply to the Maintenance Bond, except that in the case of defects or failure in a part of the work which the Authority takes possession of prior to final inspection, such period shall commence on the date the Authority takes possession. Additional warranty periods may be set forth in the Contract Documents. Upon receiving notification from the Authority, the Contractor shall immediately remedy, repair or replace without cost to the Authority, to the entire satisfaction of the Authority, all defects, damages or imperfections due to faulty materials or workmanship appearing in said work within said period of one year. All remediable work shall carry the same warranty as the original work starting with the date of acceptable replacement or repair. Payment to the Contractor shall not relieve it of any obligation hereunder.

20.2 The Contractor, at no additional expense to the Authority, shall also remedy damage to equipment, the site, the buildings or the contents thereof which is the result of any failure or defect and restore any work damaged in fulfilling the terms of this Article. Should the Contractor fail to remedy any such failure or defect within a reasonable time after receipt of notice thereof, the Authority shall have the right to replace, repair or otherwise remedy such failure or defect at the Contractor's expense.

20.3 Before acceptance of the project, all subcontractors', manufacturers', and suppliers' warranties and guarantees, respecting any part of the Work and any material used therein, shall be obtained and shall be forwarded by the Contractor to the Authority. Any additional required warranties shall not limit the Contractor's obligation under this Article.

20.4 The rights and remedies of the Authority provided in this Article are in addition to and do not limit any rights afforded to the Authority by any other Article of this Agreement.

20.5 Nothing in the above intends or implies that these warranties shall apply to work which has been abused or neglected by the Authority, its agents or employees.

ARTICLE 21

Superintendent

A qualified superintendent, who is acceptable to the Engineer, shall be maintained on the Work and give efficient supervision to the Work until its completion. The superintendent shall have full authority to act on behalf of the Contractor, and all instruction given to the superintendent shall be considered as given to the Contractor. It shall be the responsibility of the Contractor's superintendent to coordinate the work of all of the subcontractors. The superintendent shall be present on the site at all times during the progress of the Work and required to perform adequate supervision and coordination.

ARTICLE 22

Inspection

22.1

All work (which term includes but is not restricted to materials, workmanship and manufacture and fabrication of components) shall be subject to inspection and test by the Engineer at all reasonable times and at all places prior to acceptance. Any such inspection and test is for the sole benefit of the Authority and shall not relieve the Contractor of the responsibility of providing quality control measures to assure that the work strictly complies with the contract requirements. Except to the extent specified by the Authority, an inspection or test by the Engineer shall not be construed as constituting or implying acceptance. Inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the Authority after acceptance of the completed work.

22.2

The Contractor shall, without charge, replace any material or correct any workmanship found by the Engineer not to conform to a contract requirement, unless in the public interest the Authority consents to accept such material or workmanship with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

22.3

If the Contractor does not promptly replace rejected material or correct rejected workmanship, the Authority may, (1) by contract or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, or (2) terminate the Contractor's right to proceed.

22.4

The Contractor shall furnish promptly, without additional charge, all facilities, labor and material reasonably needed for performing such safe and convenient inspection and tests as may be required by the Authority. All inspections and tests by the Engineer shall be performed in such manner as not to unnecessarily delay the Work. Performance tests shall be performed as described in the Contract Documents. The Authority reserves the right to charge to the Contractor any additional cost of inspection or test when material or workmanship is not ready at the time specified by the Contractor for inspection or test or when re-inspection or re-test is necessitated by prior rejection.

- 22.5 Should it be considered necessary or advisable by the Authority at any time before acceptance of the Work to make an examination of work already completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and material. If such work is found to be defective or non-conforming in any respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If however, such work is found to meet the requirements of the contract, an equitable adjustment shall be made in the contract price to compensate the Contractor for the work involved in such examination and reconstruction and if completion of the work has been delayed thereby, the Contractor shall, in addition, be granted a suitable extension of time.
- 22.6 The Engineer shall at all times have access to the Work during construction. All work done and all materials provided shall be subject to the Authority's on-site and off-site inspection and approval. When work is to be performed during hours other than the normal schedule, the Contractor shall so advise the Engineer not less than 24 hours in advance. The Contractor shall provide access to the Work for authorized representatives of the Authority, state and federal government for the purpose of inspecting the Work.
- 22.7 The Engineer's inspection and approval of work or materials shall not relieve the Contractor of any of its obligations to fulfill the requirements of the Contract Documents. Work and materials not meeting the requirements indicated shall not be incorporated in the Work. Unsuitable work or materials may be rejected by the Authority, notwithstanding that such work or materials may have been previously inspected by the Engineer, or that payment therefor has been included in a progress payment.
- 22.8 The Engineer may inspect the production of material and the manufacture of products at the source of supply. Plant inspection, however, will not be undertaken until the Engineer is assured of the cooperation and assistance of both the Contractor and the material producer or manufacturer. The Engineer shall have free entry at all times to such parts of the plant as concern the manufacture or production of materials.
- Adequate facilities shall be furnished to make the necessary inspection; however, the Engineer assumes no obligation to inspect materials at the source of supply. However, the Engineer is to be notified in writing of the manufacturing schedule for all items being specifically manufactured for this project at least two weeks prior to manufacture. The responsibility of incorporating satisfactory materials in the work rests entirely with the Contractor, notwithstanding any prior inspections or tests.
- 22.9 In addition to the other requirements of this Article, the Contractor shall permit and shall require its subcontractors to permit the United States Department of Transportation, the FAA, the U.S. Comptroller General, the New York State Commissioner of Transportation, the New York State Comptroller and the Authority and their authorized representatives to inspect all work, materials, payrolls, records of personnel, invoices of

materials and other relevant construction equipment, data and records of Contractor pertaining to this Agreement.

ARTICLE 23

Extra Work

- 23.1 Should acceptable completion of the Agreement require the Contractor to perform an item of work for which no basis of payment has been provided in the original Agreement or previously issued change orders or supplemental agreements, the same shall be called extra work. Extra work that is within the general scope of the Agreement shall be covered by written change order. Change orders for such extra work shall contain agreed upon prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Engineer's opinion, is necessary for completion of such extra work.
- 23.2 Extra work performed in accordance with this section will be paid for at the contract prices, agreed prices or force account as specified in the change order or supplemental agreement authorizing such extra work. No extra work shall be paid for which is performed prior to written authorization by the Engineer or submission of a notice of claim pursuant to Article 28.
- 23.3 Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original Agreement, shall be covered by a supplemental agreement.
- 23.4 Any claim for payment of extra work that is not covered by written change order shall be rejected by the Authority.
- 23.5 When determined by the Engineer to be in the Authority's best interest, he may order the Contractor to proceed with extra work by force account.
- 23.6 When payment for extra work is based upon agreed prices, the requirements as set forth in Article 23 apply.

ARTICLE 24

Payment for Agreed Prices

- 24.1 When the change order or supplemental agreement authorizing the extra work specified that agreed upon prices is to be the method of payment, the following is required:
- 24.1.1 All extra work proposals will be supported by a complete price analysis.
- 24.1.2 For work performed by the Contractor, a ten (10) per cent factor for overhead will be applied on the labor and materials and equipment and a ten (10) per cent factor for profit will be applied to the base cost of labor, materials and equipment.
- 24.1.3 When an approved subcontractor is involved, the subcontractor may apply a fifteen (15) percent factor for overhead and profit on base cost of

labor, material and equipment. The Contractor may take a five (5) percent combined overhead and profit on the subcontracted work without the subcontractor's mark up. The total percent factor for overhead and profit for contractor and all the subcontractors' work shall not exceed 25%.

- 24.1.4 When an approved subcontractor is involved, the subcontractor's price analysis shall be submitted on their company letterhead.

SAMPLE

- 24.2 Example: Price Analysis (Work Performed by the Contractor)

Labor (itemized, includes fringes and insurance)	\$1,000
Material (itemized list)	\$1,000
Equipment (itemized list)	\$1,000
(mat'l) (labor) (equip) Overhead (10% of \$3000)	<u>+ \$300</u>
Sub Total	\$3,300
Profit (10% of \$3,000)	<u>+ \$300</u>
Total Amount	\$3,600

- 24.3 Example: Price Analysis (Work Performed by the Subcontractor)

Labor (itemized, includes fringes and insurance)	\$1,000
Material (itemized list)	\$1,000
Equipment	\$1,000
(mat'l) (labor) (equip)	
Subcontractor overhead and Profit (15% of \$3,000)	<u>+ \$450</u>
	\$3,450
Contractor combined OH & P (5% of \$3,000)	<u>+ \$150</u>
Total Amount	\$3,600

ARTICLE 25

Payment for Force Account Work

- 25.1 When the change order or supplemental agreement authorizing the extra work requires that it be done by force account, such force account shall be measured and paid for as follows:

25.1.1

Labor - For all labor (skilled and unskilled) and foremen in direct charge of a specific force account item, the Contractor shall receive the rate of wage (or scale) for every hour that such labor or foremen is actually engaged in the specified force account work. Such wage (or scale) shall be agreed upon in writing before beginning the work.

The Contractor shall receive the actual costs paid to, or on behalf of, workers by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work.

For work performed by the Contractor a fifteen percent (15%) factor for overhead will be applied on labor, materials and equipment and a ten percent (10%) factor for profit will be applied to the base cost of labor, materials and equipment. If an approved subcontractor does the work, an amount equal to fifteen percent (15%) of the above cost will be paid to the subcontractor and the Contractor will be allowed ten percent (10%) of the cost of the work for overhead and profit on the subcontracted work without the subcontractor's mark up. The total percent factor for overhead and profit for the Contractor and all of the subcontractors' work shall not exceed 25%. No further overhead shall be permitted.

25.1.2

Insurance and Taxes - For property damage, liability and workers' compensation insurance premiums, unemployment insurance contributions and social security taxes on the force account work, the Contractor shall receive the actual cost.

25.1.3

Materials - For materials accepted by the Engineer and used, the Contractor shall receive the actual costs of such materials incorporated into the Work, including transportation charges paid by it (exclusive of machinery rentals as hereinafter set forth).

An amount equal to fifteen percent (15%) of the above cost will be paid to the Contractor. If an approved subcontractor does the work, an amount equal to fifteen percent (15%) of the above cost will be paid to the subcontractor and the Contractor will be allowed ten percent (10%) of the cost of the work for overhead and profit. The total percent factor for overhead and profit for the Contractor and all of the subcontractors' work shall not exceed 25%.

25.1.4

Equipment - The Contractor will be paid for the use of Contractor-owned equipment at 80 percent of the suggested monthly rental rates listed for such equipment in the Blue Book Rental Rates for Construction Equipment, (published by Equipment Guide-Book Company of Palo Alto), except as modified below, which edition shall be the latest edition in effect at the time of commencement of the Work. Hourly rental rates shall be calculated by dividing the listed monthly rate by 176. For equipment used in excess of eight hours per day, the rental rate shall be 60 percent of the computed hourly rate for each excess hour. If it is deemed necessary by the Contractor to use equipment not listed in the applicable edition of the Blue Book Rental Rates, the Contractor shall

furnish the necessary cost data and paid invoices to the Engineer for his use in establishment of such rental rate.

25.1.4.1 The rates paid as above provided shall include the cost of major overhauls, depreciation, storage, insurance (except for insurance provided to Contractor by Authority), and all incidentals.

25.1.4.2 Equipment operators will be paid for as stipulated in this Article.

25.1.4.3 All equipment shall be in good working condition and suitable for the purpose for which the equipment is to be used.

25.1.4.4 Unless otherwise specified, manufacturer-approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer of the equipment.

25.1.4.5 Compensation will not be allowed while equipment is inoperative due to breakdown. Except as specified in this Article, time will be computed in half and full hours. In computing the time for use of equipment, less than 30 minutes shall be considered one-half hour.

25.1.4.6 Equipment not at the Worksite. For the use of equipment moved in on the Work and used exclusively for work paid for on a force account basis, providing the Authority has agreed to said move, the Contractor will be paid the equipment use rates provided for in this Article, for the cost of transporting the equipment to location of the Work and its return to its original location, and for the cost of loading and unloading the equipment.

The cost of transporting equipment shall not exceed the applicable minimum established rates by the State of New York Public Service Commission.

The equipment use period shall begin at the time the equipment is unloaded at the site of the Work, shall include each day that the equipment is at the site of the force account work, excluding Saturdays and Sundays and other legal holidays unless the force account work is performed on such days, and shall terminate at the end of the day on which the Authority instructs the Contractor to discontinue the use of such equipment. The maximum time to be paid for the entire period of use shall not be less than eight hours. The time which will be paid for per day will be that next highest even-numbered hour beyond that for which the equipment was actually in operation.

Should the Contractor desire the return of the equipment to a location other than its original location, the Authority will pay the cost of transportation, in accordance with the provisions of this Article, provided such payment shall not exceed the cost of moving the equipment to the Work.

25.1.4.7 An amount equal to fifteen percent (15%) of the above cost will be paid to the Contractor. If an approved subcontractor does the work, an

amount equal to fifteen percent (15%) of the above cost will be paid to the subcontractor and the Contractor will be allowed ten percent (10%) of the cost of the work for overhead and profit on the subcontracted work without the subcontractor's mark up. The total percent factor for overhead and profit for the Contractor and all the subcontractors' work shall not exceed 25%. No further overhead shall be permitted.

25.1.5 Miscellaneous - No allowance will be made for superintendents, the use of small tools, or other costs for which no specific allowance is herein provided. Small tools are defined for the purpose of this Agreement as tools with an original purchase price of less than \$500.00.

25.1.6 Comparison of Records - The Contractor and the Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor and Engineer.

25.1.7 Statements - No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:

Name, classification, date, daily hours, total hours, rate and extension for each laborer and foremen.

Designation, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.

Quantities of materials, prices and extensions.

Transportation of materials.

Cost of property damage, liability and workers' compensation insurance premiums, unemployment insurance contributions and social security tax.

25.2 Statements shall be accompanied and supported by a receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from its stock, that the quantity claimed was actually used and that the price and transportation claimed represent the actual cost to the Contractor. The Contractor and the Engineer must agree on the unit cost of items taken from the Contractor's stock prior to incorporating the items into the Work.

25.3 Special Items of Work. If the Authority and the Contractor, by agreement, determine that (a) an item of Work does not represent a significant portion of the total Contract price, and (b) such item of Work cannot be performed by the forces of the Contractor or the forces of its subcontractors, and (c) is not in accordance with the established practice of the industry involved to keep the records which the procedure outlined

in this Article would require, charges for such special work items may be made on the basis of invoices for such work without complete itemization of labor, materials, and equipment rental costs.

25.4 The Contractor shall not be entitled to additional compensation otherwise payable for any act or failure to act by the Authority, the forces of its subcontractors, and (c) it is not in accordance with the established practice of the industry involved to keep the records which the procedure outlined in this section would require, charges for such special work items may be made on the basis of invoices for such work without complete itemization of labor, materials, and equipment rental costs.

25.5 If, in the Authority's opinion, the Contractor or any of its subcontractors, in performing force account work is not making efficient use of labor, material or equipment and/or is proceeding in a manner which being reflected in the change order accounting and reporting as unnecessarily more expensive to the Authority, the Authority may, in whole or in part, direct the Contractor in the deployment of labor, material and equipment. By way of illustration, inefficiency may arise in the following ways: (1) the timing of the Work, (2) the use of unnecessary labor or equipment, (3) the use of a lower percentage of apprentices than in non-change order accounting and reporting work, (4) failure to procure materials at lowest price, or (5) using materials of quality higher than necessary.

25.6 The additional payment, based on the percentages specified above, shall constitute full compensation for all items of expense for force account work not specifically provided for. The total payment made as provided above shall constitute full compensation for such work.

ARTICLE 26

Extra Work - Auditing and Accounting

When extra work is ordered through the issuance of a change order, reimbursement for all cost items will be subject to the provisions found in the Federal Acquisition Regulations.

ARTICLE 27

Contractor Proposals

The Contractor may at any time submit to the Engineer for its review and approval or denial, proposed modifications to the Contract Documents. Upon acceptance of the proposed changes by the Engineer, a change order will be issued. Denial of a proposed modification shall neither provide the Contractor with any basis for claim for damages nor release the Contractor from contractual responsibilities. The Contractor shall not be compensated for any direct, incidental or collateral benefits or savings the Authority receives as a result of the proposal. The contract shall be subject to an equitable price adjustment if the change results in increased or decreased work.

ARTICLE 28

Notice of Potential Claim

- 28.1 The Contractor shall not be entitled to additional compensation otherwise payable for any act or failure to act by the Authority, the happening of any event or occurrence or any other cause, unless the Contractor shall have given the Authority a written notice of potential claim.
- 28.2 A written notice of potential claim must be submitted within thirty days from the date the claim arose.
- 28.3 The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs and, insofar as possible, the amount of the potential claim. If based on an act or failure to act by the Authority, such notice shall be given to the Engineer prior to the time that the Contractor has started performance of work giving rise to the potential claim for additional compensation.
- 28.4 It is the intention of this Article that differences between the parties arising under and by virtue of the contract shall be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken.
- 28.5 The notice requirements of this Article are in addition to those required in other Articles of the General Conditions.

ARTICLE 29

Submittal of Claim

- 29.1 Claims filed by the Contractor shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of said claims. The Engineer will review and evaluate the Contractor's claims. It will be the responsibility of the Contractor to furnish details as may be required to determine the facts or contention involved in its claims. Failure to submit such information and details will be sufficient cause for denying the Contractor's claims.
- 29.2 Any claim the Contractor may make for equitable adjustment on account of delay for any cause must be accompanied by a revised progress schedule reflecting the effects of the delay and proposals to minimize these effects.
- 29.3 All claims must be submitted before final acceptance. Claims submitted after final acceptance will be deemed to have been waived by the Contractor.

ARTICLE 30

Disputes

- 30.1 Any dispute arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless within 30 days from the date of receipt of such

decision, the Contractor mails or otherwise furnishes to the Contracting Officer, a written appeal of the original finding addressed to the Authority and requesting a hearing on the claim.

If the Contractor appeals the Contracting Officer's decision, the Authority shall appoint a Hearing Officer and the Contractor shall be afforded an opportunity to be heard and to offer evidence in its appeal. The Contractor hereby agrees that further recourse from the Hearing Officer's decision shall be limited to that available under Article 78 Civil Practice Law and Rules.

The decision of the Hearing Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence.

- 30.2 Pending final decision of the disputes hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the decision of the Contracting Officer.

ARTICLE 31 Cancellation of Contract

This Agreement may be canceled or terminated by the Authority if any work under this Agreement is in conflict with the provisions of section 74 of the Public Officers Law.

ARTICLE 32 Termination for Convenience of the Authority

- 32.1 The Authority may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Authority's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent to which performance of Work under this contract is terminated, and the effective date of the termination. If this is a demolition or removal project, and title to property has vested in the Contractor under this contract, upon receipt of the Notice of Termination title shall revert in the Authority regardless of any other clause of the contract, except for property that the Contractor disposed of by bona fide sale or removed from the site.
- 32.2 After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall:
- 32.2.1 Stop work as specified in the notice.
- 32.2.2 Place no further subcontracts or orders for materials, services or facilities, except as necessary to complete the portion of the Work which has not been terminated.
- 32.2.3 Terminate all subcontracts and orders to the extent they relate to the work terminated.

- 32.2.4 Assign to the Authority, to the extent and as directed by the Contracting Officer, all right, title and interest of the Contractor under the subcontracts or orders terminated, in which case the Authority shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- 32.2.5 Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authority, to the extent it may require, which shall be final for all the purposes of this Article.
- 32.2.6 To the extent directed by the Authority, transfer title and deliver to the Authority (a) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (b) the completed or partially completed plans, drawings, information and other property that, if the contract had been completed, would be required to be furnished to the Authority.
- 32.2.7 Use its best efforts to sell, to the extent directed or authorized by the Authority, any property of the types referred to above; provided, however, that the Contractor (a) is not required to extend credit to any purchaser and (b) may acquire the property under the conditions prescribed by and at prices approved by the Authority. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Authority under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Authority.
- 32.2.8 Complete performance of each part of the Work which has not been terminated.
- 32.2.9 Take any action that may be necessary, or that the Authority may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Authority has or may acquire an interest.
- 32.3 After receipt of a Notice of Termination, the Contractor shall submit to the Authority its termination claim. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless an extension of time in writing is granted by the Authority upon a written request from the Contractor received within such one year period or authorized extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the Authority may determine, on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.
- 32.4 Subject to the provisions of the preceding paragraph, the Contractor and the Authority may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph or the following paragraph, exclusive of costs for settlement of the claim, may not exceed the total contract price as reduced by (a) the amount of payments previously made and (b) the contract price of work not terminated. The contract shall be amended,

and the Contractor paid the agreed amount. The following paragraph shall not limit, restrict or affect the amount that may be agreed upon to be paid under this paragraph.

- 32.5 If the Contractor and the Authority fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Authority shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under the preceding paragraph:
- 32.5.1 For contract work performed before the effective date of termination, the total (without duplication of any items) of--
- 32.5.1.1 The cost of the work;
- 32.5.1.2 The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in the cost of the work; and
- 32.5.1.3 A sum as profit on the cost of the work determined by the Authority to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Authority shall allow no profit under this paragraph and shall reduce the settlement to reflect the indicated rate of loss.
- 32.5.2 The reasonable costs of settlement of the work terminated, including--
- 32.5.2.1 Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
- 32.5.2.2 The termination and settlement of subcontracts (excluding the amounts of such settlements); and
- 32.5.2.3 Storage, transportation and other costs incurred, reasonably necessary for the preservation, protection or disposition of the termination inventory.
- 32.6 Except for normal spoilage, and except to the extent that the Authority expressly assumed the risk of loss, the Authority shall exclude from the amounts payable to the Contractor the fair value, as determined by the Authority, of property that is destroyed, lost, stolen or damaged so as to become undeliverable to the Authority or to a buyer.
- 32.7 The cost principles and procedures of part 31 of the Federal Acquisition Regulation in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.
- 32.8 The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Authority under this Article, except that if the Contractor failed to submit the termination settlement proposal within the time provided and failed to request a time extension there is no right of appeal.
- 32.9 In arriving at the amount due the Contractor under this clause, there shall be deducted--

- 32.9.1 All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;
- 32.9.2 Any claim which the Authority has against the Contractor under this contract; and
- 32.9.3 The agreed price for, or the proceeds of sale of, materials, supplies or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Authority.
- 32.10 If the termination is partial, the Contractor may file a proposal with the Authority for an equitable adjustment of the price(s) of the continued portion of the contract. The Authority shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Authority.

ARTICLE 33 Termination for Default

- 33.1 The Contractor shall be considered in default of this Agreement and such default will be considered as cause for the Authority to terminate the contract for any of the following reasons if the Contractor:
- Fails to begin the work under the contract within the time specified in the "Notice to Proceed".
 - Fails to perform the work or any part thereof or fails to provide sufficient workers, equipment or materials to assure completion of work within the time specified in its Agreement.
 - Performs the work unsuitably or neglects or refuses to remove materials or to perform any such work as may be rejected as unacceptable and unsuitable.
 - Discontinues the prosecution of the work.
 - Fails to resume work which has been discontinued within a reasonable time after notice to do so.
 - Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency.
 - Makes an assignment for the benefit of creditors.
 - In the event of a work stoppage brought about by labor strife or unrest when it appears that resulting delays will make it unlikely that the Contractor will complete the work within the time specified in the Agreement.
 - For any cause whatsoever, fails to carry on the Work in an acceptable manner.

- 33.2 Should the Authority consider the Contractor in default of the Agreement, the Authority shall immediately give written notice to the Contractor and the Contractor's Surety as to the reasons for considering the Contractor in default and the Authority's intentions to terminate the Agreement.
- 33.3 If the Contractor or Surety, within a period of ten (10) days after such notice, does not proceed in accordance therewith, then the Authority will, upon written notification from the Engineer of the facts of such delay, neglect or default; and the Contractor's failure to comply with such notice, have full power and authority without violating the Agreement to take the prosecution of the work out of the hands of the Contractor. The Authority may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof or such other methods as in the opinion of the Engineer will be required for the completion of said contract in an acceptable manner. The Authority will not be required to obtain the lowest prices for completing the work, but shall make such expenditures as in the Authority's sole judgment are best to accomplish same.
- 33.4 The expense of completing the Work, together with a reasonable charge for engineering, managerial and administrative services, as certified by the Engineer, will be deducted by the Authority out of such monies as may be due or may at any time thereafter become due to the Contractor. In case such an expense is in excess of the sum which otherwise would have been payable to the Contractor under the Contract, then the Contractor or its Surety shall promptly pay the amount of such excess to the Authority upon notice from the Authority of the excess so due. The Authority may, in its sole discretion, withhold all or any part of any progress payments otherwise due the Contractor until completion and final settlement of the work covered by the Notice of Termination.
- 33.5 The Contractor shall insert in all subcontracts that the subcontractor will stop all work on the date of or to the extent specified in a Notice of Termination from the Authority and shall require the subcontractors to insert the same provision in sub-subcontracts.
- 33.6 The Contractor shall immediately upon receipt communicate any Notice of Termination issued by the Authority to the affected subcontractors and sub-subcontractors.

ARTICLE 34

Time is of the Essence

Time is of the essence in this Agreement. All of the work under the Agreement shall be completed within the time as set forth herein from the effective date of the Notice to Proceed, unless such period of time shall be extended by the Engineer. The work shall be deemed completed when the entire project, at the completion of all work, including the completion of all punch list items, has been finally accepted by the Authority.

ARTICLE 35

Use and Possession Prior to Completion

The Authority shall have the right to take possession of or use any completed or partially completed part of the Work. Such possession or use shall not be deemed an acceptance of any work not completed in accordance with the Agreement. While the Authority is in such possession, the Contractor shall be relieved of the responsibility for loss or damage to the Work other than that resulting from the Contractor's fault or negligence. If such prior possession or use by the Authority delays the progress of the Work or causes additional expense to the Contractor, an equitable adjustment in the contract price at the time of completion will be made and the Agreement shall be modified in writing accordingly.

ARTICLE 36

Rights in Shop Drawings and Working Drawings

36.1

Approved shop drawings, working drawings and submittals are submitted to the Engineer by the Contractor, pursuant to the Contract Documents, showing in detail the method, fabrication, installation, control, clearance, etc., for all equipment and materials as required by the technical specifications and approved by the Contractors Subconsultant. The Authority may duplicate, use and disclose in any manner and for any purpose shop drawings and working drawings delivered under this Agreement.

36.2

Any patentable result arising out of this Agreement, as well as all information, designs, specifications, know-how, data and findings, shall be made available without cost to the State of New York or its licensees and the Authority for public use.

36.3

This Article shall be included in all subcontracts hereunder at any tier.

ARTICLE 37

Use of Authority's Name in Contractor Advertising or Public Relations

The Authority reserves the right to review and approve all Authority-related copy prior to publication. The Contractor agrees not to allow Authority-related copy to be published in Contractor's advertisement or public relations programs until submitting the Authority-related copy to and receiving prior approval from the Engineer. Contractor agrees that published information on the Authority or the Authority's program shall be factual and in no way imply that the Authority endorses Contractor's firm, service or product. The Contractor shall insert the substance of this provision, including this sentence, in each subcontract and supply contract or purchase order.

ARTICLE 38

Assignment

Assignment of this Agreement shall not relieve the Contractor from its responsibility for the performance of the work hereunder in accordance with the terms thereof nor from its responsibility for the performance of

any other obligations hereunder, including the reimbursement of all subcontractors. No assignment of the Agreement or any part of the Agreement may be made without prior written approval of the Authority and the New York State Commissioner of Transportation.

ARTICLE 39

Cargo Preference - Use of United States Flag Vessel

The Contractor agrees:

39.1

To utilize privately owned United States flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to this Agreement, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

39.2

To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the Authority (through the prime Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590.

39.3

To insert the substance of the provisions of this clause in all sub-contracts issued pursuant to this Agreement.

ARTICLE 40

New York State Buy American Provision

The Public Authorities Law, Section 2603-a, provides as follows:

1. notwithstanding any other provision of law, all public authorities shall award contracts involving steel products as follows:

a. all purchase contracts for supplies, material or equipment involving an estimated expenditure in excess of fifty thousand dollars shall require with respect to materials, supplies and equipment made of, fabricated from, or containing steel components, that such steel components be produced or made in whole or substantial part in the United States, its territories or possessions. The provisions of this paragraph shall not apply to motor vehicles and automobile equipment assembled in Canada in conformity with the United States-Canadian trade agreements known as the "Automotive Products Trade Act of 1965" or any amendments thereto.

b. all contracts in excess of one hundred thousand dollars for the construction, reconstruction, alteration, repair, maintenance or improvement of public works shall require that all structural steel, reinforcing steel or other major steel items to be incorporated in

the work of the contract shall be produced or made in whole or substantial part in the United States, its territories or possessions.

2. The provisions of this section shall not apply if the governing board of the public authority, in its discretion, determines that such provisions would result in unreasonable costs or that such steel products or steel components cannot be produced or made in the United States in sufficient and reasonably available quantities or of satisfactory quality or design.

ARTICLE 41

Conservation

Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the New York State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

ARTICLE 42

Protection of Existing Vegetation, Facilities and Utilities

42.1

The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the worksite, which are not indicated to be removed and which do not unreasonably interfere with the construction work.

42.2

The Contractor will protect from damage all existing facilities at or near the site of the work and will repair or restore any damage to such facilities resulting from failure to comply with the requirements of this contract or the failure to exercise reasonable care in the performance of the Work.

42.3

The Contractor shall maintain access to fire hydrants and fire alarm boxes throughout the prosecution of the Work. Hydrants, alarm boxes and standpipe connections shall be kept clear and kept visible at all times unless approved otherwise. If visibility cannot be maintained, the Contractor shall provide clearly visible signs showing the location of the fire hydrant, fire alarm box or standpipe connection.

ARTICLE 43

Rights in Land and Improvements

The Contractor shall make no arrangements with any person to permit occupancy or use of any land, structure or building within the worksite for any purpose whatsoever, whether with or without compensation, in conflict with any agreement between the Authority and any owner, former owner or tenant of such land, structure or building. The Contractor shall not occupy Authority-owned property outside the worksite without obtaining prior approval from the Authority. Any fire hydrants or sprinkler system components used by the Contractor to supply water shall be pumped or drained by the Contractor to preclude damage resulting from freezing.

ARTICLE 44

Damage to the Work and Responsibility for Materials

- 44.1 The Contractor shall be responsible for all materials delivered and work performed until completion and final acceptance of the entire construction.
- 44.2 The Contractor shall bear the risk of injury, loss or damage to any part of the Work by the elements or from any other cause. The Contractor shall rebuild, repair or restore work and materials which have been damaged or destroyed from any causes before Final Acceptance and shall bear the expense thereof. The Contractor shall provide drainage, erect temporary structures and provide security as necessary to protect the work and materials from damage.
- 44.3 The Contractor shall be responsible for materials not delivered to the site for which any progress payment has been made to the same extent as if the goods were so delivered.
- No provisions of this contract shall operate to relieve the Contractor (including its subcontractors) from the responsibility of carrying insurance to cover loss to the Contractor's (including subcontractor's) equipment, including but not limited to tarpaulin, tools or tools owned by employees, protective fencing, scaffolding, temporary offices and construction sheds.
- 44.4 The Contractor's responsibility for material shall be the same for Authority-furnished material under this Agreement and for Contractor-furnished material.
- 44.5 The Authority may upon written request relieve the Contractor of the duty of maintaining and protecting certain portions of the Work, as described in this paragraph, which have been completed in all respects in accordance with the requirement of the Agreement and thereafter the Contractor will not be required to do further work thereon.
- In addition, such action by the Authority will relieve the Contractor of responsibility for injury or damage to said completed portions of the Work resulting from use by the Authority or the public or from the action of the elements or from any other cause, but not from injury or damage resulting from the Contractor's own operations or negligence.
- This sub-article does not relieve the Contractor of full responsibility for repairing or replacing defective work or materials in accordance with the contract requirements.

ARTICLE 45

Emergencies

In an emergency affecting the safety of life, the work, or adjacent property, the Contractor shall make reasonable efforts under the circumstances to notify the Authority as early as possible that an emergency exists, then, without special instruction or authorization from the Authority as to the manner of dealing with the emergency, shall act at its own discretion to prevent such threatened loss or injury. As

emergency work proceeds, the Authority may issue instructions which the Contractor shall follow.

ARTICLE 46 Suspension of Work

- 46.1 The Engineer may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work ("Stop Work Order") for such period of time as the Engineer may determine to be appropriate for the convenience of the Authority.
- 46.2 No price adjustment shall be made for any suspension, delay or interruption to the extent (1) that performance would have been suspended, delayed or interrupted by any other cause including the fault or negligence of the Contractor or (2) for which an equitable adjustment is provided or excluded under any other provision of this contract. Adjustments shall be determined in the manner provided in Articles 23 and 24.
- 46.3 No claim under this Article shall be allowed unless a Notice of Potential Claim is submitted in accordance with Article 28, after the termination of such suspension, delay or interruption, but not later than the date of final payment under the contract.
- 46.4 Upon receipt thereof, the Contractor shall comply immediately with the written order of the Authority to suspend the Work. Work shall be resumed when the Contractor is so advised in writing by the Authority.
- 46.5 The Contractor shall insert in all subcontracts a provision that subcontractors shall comply immediately with a written order of the Authority to the Contractor to suspend the Work and that they shall further insert the same provisions in all subcontracts.

ARTICLE 47 Differing Site Conditions

Refer to Supplementary Conditions - Article 14.

ARTICLE 48 Historical, Scientific and Archaeological Discoveries

The Contractor shall take special precautions which will allow archaeological, historical and scientific investigation to occur prior to disturbance of the project site(s). If any historical, scientific or archaeological artifacts are found, construction at that particular site will be delayed in accordance with the Authority's instructions until the find is fully evaluated by qualified historians, scientists or archaeologists and any discoveries salvaged. In instances of such delays, the Contractor may apply for an extension of contract time pursuant to Article 59.

Disposition of any such articles found will be decided by the Authority.

ARTICLE 49

Accident Prevention

The Contractor is required to provide safety controls for protection to the life and health of employees and other persons; for prevention of damage to property, materials, supplies and equipment and for avoidance of work interruptions in the performance of this Agreement. The Contractor shall comply with all local, state and federal safety standards. Nothing contained herein shall relieve the Contractor of liability imposed by such standards.

ARTICLE 50

Tools and Equipment

Equipment for use on the Work shall be of established reputation and proven efficiency and in proper satisfactory working condition. The use of any piece of equipment that at any time produces unsatisfactory results, in the opinion of the Engineer, shall be promptly discontinued and such objectionable piece of equipment shall be replaced or repaired to the satisfaction of the Engineer.

ARTICLE 51

Barricades, Warning Signs and Hazard Markings

51.1

The Contractor shall furnish, erect and maintain all barricades, warning signs and markings for hazards necessary to protect the public and the Work. When used during periods of darkness, such barricades, warning signs and hazard markings shall be suitably illuminated.

51.2

For vehicular and pedestrian traffic, the Contractor shall furnish, erect and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (published by the New York State Department of Transportation).

51.3

The Contractor shall furnish and erect all barricades, warning signs and markings for hazards prior to commencing work which requires such erection and shall maintain the barricades, warning signs and markings for hazards until they are dismantled.

ARTICLE 52

Project Records

The Contractor is required to keep its project records in accordance with the "Manual of Uniform Record Keeping" (MURK) and "Computerized Engineer's Estimate System" (CEES) (issued by the Department of Transportation of the State of New York) in force at the time the project is started. Such changes as are made in subsequent revisions of the Manual shall be incorporated in the project procedures and records unless authorized to the contrary in writing by the Engineer. The Contractor is invited to review MURK with the Engineer if desired. In several instances (such as Force Account Work, application for Approval of Subcontractors, etc.) the Contractor shall furnish the data and information in the forms as set in MURK. The Engineer will furnish the appropriate forms.

ARTICLE 53

Progress Schedules and Requirements for Maintaining Progress

53.1

The Contractor shall prosecute the Work so as to maintain pace with the progress schedule. Should the Contractor fail to maintain progress according to the schedule it shall furnish such additional manpower, equipment, additional shifts or other measures that the Engineer directs to bring operations up to schedule without any additional cost or expense to the Authority.

The Engineer may also require the Contractor to prepare a supplemental progress schedule detailing the specific operational changes to be instituted to regain the approved schedule.

53.2

In the event that the Contractor's work progress is not in substantial compliance with the approved initial construction schedule, the Authority may withhold the Contractor's right to the release of retention as set forth in the provisions contained in the following Article.

53.3

Failure of the Contractor to comply with the requirements of the Authority under this Article shall be grounds for determination by the Authority that the Contractor is not prosecuting the work with such diligence as will ensure completion within the time specified. Upon such determination, the Authority may terminate the Contractor's right to proceed with the work, or any separate part thereof.

ARTICLE 54

Progress Payments - Retention

54.1

Monthly progress payments will be made to the Contractor based upon the Engineer's estimate of the value of the work executed and actually in place. The conditions under which such partial payments will be made are as follows:

54.1.1

Each Contractor and subcontractor shall submit a certified copy of each weekly payroll within seven (7) days after the regular payroll date. Failure to do so shall be grounds for withholding of progress payments. The payrolls shall include only persons and hours for work performed pursuant to this Agreement.

54.1.2

The Authority shall retain five percent (5%) of invoiced progress payments until an amount equal to five percent (5%) of the total price of the Agreement has been retained. This amount shall be retained as security for fulfillment of the Agreement until the work is completed and accepted.

54.1.3

The Authority shall retain from each progress payment an amount necessary to satisfy any claims, liens or judgments pertaining to the work performed pursuant to this Agreement filed against the Contractor in accordance with applicable laws which have not been suitably discharged.

54.1.4

After the initial progress payment, and before any further progress payments are made, the Contractor is required to obtain an acknowledgment from all subcontractors and suppliers included in the

previous payment application that they have been paid. The Contractor shall certify that it has satisfactorily progressed the work and met other contractual and payment obligations.

- 54.2 The Authority may, at its discretion, retain five percent (5%) of the estimated amount of all change orders.

ARTICLE 55 Final Inspection and Acceptance

- 55.1 When the Work has been completed, the Authority will make the final inspection for the purpose of ascertaining that the Work has been completed in accordance with the requirements of the Contract Documents. Upon correction of all deficiencies, the Authority shall accept the Work.
- 55.2 When the Authority has made the final inspection and has determined that the Work has been completed in all respects in accordance with the Contract Documents, the Authority shall accept the work. Immediately upon and after Final Acceptance, the Contractor will be relieved of the duty of maintaining and protection of the Work as a whole.
- 55.3 Final Acceptance shall be final and conclusive and no further performance of work shall be required except as regards latent defects, fraud or such gross mistakes as may amount to fraud or as regards the Authority's rights under any warranty or guarantee.

ARTICLE 56 Final Payment

- 56.1 Final Payment will be made for actual quantities of work performed and materials in place as determined by the measurements of the Engineer, and the resulting quantities involved in this Agreement shall be accepted as final, conclusive and binding upon the Contractor.
- 56.2 When this final certificate is approved, the money due the Contractor for the performance of the project as determined by said final certificate after deduction of previous payments on account and any amounts of liquidated damages and/or engineering charges assessed against the Contractor, will be paid the Contractor, provided however, that before final payment is made the following requirements shall be satisfied:
- 56.2.1 Final inspection shall have been accomplished;
- 56.2.2 There shall be no outstanding claims against the Contractor filed with the Authority;
- 56.2.3 The Contractor shall have paid all due obligations and shall have furnished when directed by the Engineer receipted bills or other satisfactory evidence that all obligations incurred by the Contractor and its subcontractors in carrying out the project have been satisfied;
- 56.2.4 The Contractor shall have delivered a fully executed Maintenance Bond; and

56.2.5 The Contractor shall execute and deliver a release substantially in the following form:

"In consideration of the above payment, (I) (we) hereby release the Niagara Frontier Transportation Authority and its officers, agents and employees from all claims, demands and liability of whatsoever nature for anything done or furnished or in any manner growing out of the performance of the project."

The acceptance by the Contractor of payment of the final certification shall operate as and shall be a release to the Authority and its agents from all claims of or liability to the Contractor for anything done or furnished or omitted to be done or furnished for or relating to the project, or any act of neglect of the Authority or any person, relating thereto.

56.2.6 Upon final determination of all the Contractor's claims, the Authority, in exchange for an executed release, will pay the entire sum found due upon the approval of the Chief Financial Officer, based upon final audit.

ARTICLE 57 Prompt Payment Rules and Regulations

The Authority Rules and Regulations on Prompt Payment are incorporated herein and a copy is annexed hereto as Exhibit B.

ARTICLE 58 Alterations and Omissions

The Work shall be performed in accordance with the true intent and meaning of the Contract Documents without any further expense of any nature whatsoever to the Authority other than the consideration named in this Agreement.

The Authority reserves the right, at any time during the progress of the Work, to alter the plans or omit any portion of the Work as it may deem reasonably necessary for the public interest; making allowances for additions and deductions, with compensation made in accordance with the Contract Documents for this work without constituting grounds for any claim by the Contractor for allowance for damages or for loss of anticipated profits, or for any variations between the approximate quantities and the quantities of the work as done.

ARTICLE 59 Delays

The Owner and the Contractor agree that delays to the completion of the Work within the number of calendar days established in the Invitation to Bid (hereinafter, the "time of completion" or "Contract Time"), may be the result of a variety of circumstances. Circumstances causing delay may be attributable to the acts or omissions of the Owner, the acts or omissions of the Contractor, the acts or omissions of third-parties, or "Acts of God." These circumstances may act individually, or concurrently. As set forth in the succeeding provisions of this Article, delays may result in the assessment of liquidated damages and/or

engineering charges against the Contractor; or a "no-cost" extension of the Contract Time; or an extension of the Contract Time and compensation to the Contractor.

59.1

Extension of Contract Time

59.1.1

The Contractor agrees that it has included in its bid prices for the various items of the contract any additional costs for delay, inefficiencies, or interferences affecting the performance or scheduling of contract work caused by, or attributable to, the instances set forth hereinafter. Except with regard for the provisions governing "Concurrent Delays" the Contractor may be granted an extension of time and may not be assessed engineering charges or liquidated damages for actual, demonstrable delays arising from:

- (A) acts of God, acts of public enemy;
- (B) fires, floods, epidemics;
- (C) quarantine restrictions;
- (D) freight embargoes;
- (E) unusually severe weather;
- (F) historical, scientific and archaeological discoveries;
- (G) the presence on or adjacent to the contract site of any third party, other than as contemplated by Article 10, "Cooperation Between Contractors," including but not limited to other public bodies, by railroad, transportation or private or public utility companies or corporations, or by private enterprise, or any delay in progressing such work by any third party;
- (H) the existence of any facility or appurtenance owned, operated, or maintained by any third party;
- (I) the act, or failure to act, of any other public or governmental body, including, but not limited to, approvals, permits, restrictions, regulations or ordinances;
- (J) restraining orders, injunctions, or judgments issued by the court;
- (K) any labor boycott, strike, strife, action, picketing or similar situation, not attributable to the acts or omissions of the Contractor;
- (L) determinations by the Authority to open certain sections of the project to traffic before completion of the entire contract work;
- (M) increases in contract quantities, additional contract work, or extra work or for unreasonable delays in the review or issuance of orders on contract, or shop drawings, or field change sheets;

- (N) failure of the Authority to provide individual rights-of-way parcels for an extended period of time beyond that indicated by the contract, if such unavailability, as determined by the Engineer, does not significantly affect the scheduled completion of the contract;
- (O) Stop Work Orders issued by the Engineer, except as provided for hereinafter under Article 59.2.

An extension of time pursuant to this section will be granted only if the aforesaid causes were not foreseeable at the time the Agreement was executed and did not result from the fault or negligence of the Contractor, and provided further that the Contractor has taken reasonable precautions to prevent further delays owing to such causes.

59.1.2

Unusually severe weather shall apply only as it affects particular portions of the work and operations of the Contractor, as determined by the Authority. The basis used to define unusually severe weather will be data showing high and low temperatures, snowfall, rainfall, as compiled by the U.S. Department of Commerce National Weather Service.

59.1.3

An extension of time will not be granted for a delay caused by a shortage of materials, except Authority-furnished materials, unless the Contractor furnishes to the Authority documentary proof that it has diligently made every effort to obtain such materials from all known sources within reasonable reach of the Work. The Contractor shall also submit proof that the inability to obtain such materials when originally planned did, in fact, cause delay in final completion of the Work which could not be compensated for by revising the sequence of its operations. Only the physical shortage of material will be considered under these provisions as a cause for extension of time.

59.1.4

No consideration will be given to any claim that material could not be obtained at a reasonable, practical or economical cost, unless it is shown to the satisfaction of the Authority that such material could have been obtained only at exorbitant prices, entirely inconsistent with current rates, taking into account the quantities involved and the usual practices in obtaining such quantities.

59.2

Additional Compensation

The Contractor agrees that the only claims it may make for extra compensation caused by delay, inefficiencies, or interference affecting the performance or the scheduling of contract work will be solely limited to those arising out of the following instances:

- (A) the issuance by the Engineer of a stop work order, as provided for in Article 46, "Suspension of Work," relative to a substantial portion of work, which the Engineer determines to significantly affect the scheduled completion of the contract,
- (B) the unavailability of critical rights-of-way parcels for such an extended period of time beyond that indicated in the contract

which the Engineer determines to significantly affect the scheduled completion of the contract, or

- (C) the unanticipated presence of other contractors retained by the Authority, on or adjacent to the worksite.
- (D) unforeseen or unanticipated surface and subsurface conditions, as governed by Article 47, "Differing Site Conditions,"

In all of such instances, compensation to be considered will be limited to documented additional direct field costs, including field supervision, escalation of costs for labor, materials and rental equipment; and documented additional, over-absorbed, or under-absorbed home office overhead, idle equipment, financing and profit, which in the aggregate shall not exceed 15% of the total of additional direct costs as identified above, incurred on the project by the contractor during the period of the delay.

Failure of the Contractor to adequately progress the completion of the Work will be considered in determining whether the foregoing instances are the primary causes of delay. In all of such instances, for any claim asserted under this section, the Contractor shall keep detailed written records of the costs and agrees to make same available to the Authority at any time for purposes of audit and review.

Any dispute relating to such claims shall be subject to Article 30.

59.3

Notice of Delay Claim

In order to qualify for an extension of time and/or additional compensation for any delay the Contractor must notify the Authority in writing of the cause or causes of the delay within fifteen (15) days from the beginning of any such delay. Within thirty (30) days after the end of the delay, the Contractor shall furnish the Authority with detailed information concerning the circumstances of the delay, the number of days actually delayed, the appropriate contract references, and the measures taken to prevent or minimize the delay, and, with respect to a claim for additional compensation, detailed information supporting the costs claimed. Failure to submit such information within the specified time frames will be sufficient cause for denying the delay claims. The Engineer will ascertain the facts and the extent of the delay and its findings thereon shall be final and conclusive.

No actions on the part of the Authority shall be deemed to be a waiver of the Contractor's obligation to comply with this section.

59.4

Concurrent Delay

The Contractor shall not be entitled to receive a separate extension of time, or extension of time and additional compensation, for each one of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the work irrespective of the number of causes contributing to produce such delay.

If one of several causes of delay operating concurrently results from any act, fault or omission of the Contractor or of its subcontractors or material men, and would of itself have delayed the work, no extension of time and no additional compensation will be allowed for the period of delay resulting from such act, fault or omission.

59.5

Engineering Charges

When any part of the Work remains incomplete, including Punch List Items, after the expiration of the time allowed for final completion of the Work stipulated in the Agreement, unless the time or times of completion is (are) extended by written consent of the Authority, engineering and inspection expenses incurred by the Authority upon the work, from the completion date originally fixed in the Contract to the final date of completion of the Work, may be charged to the Contractor. The Authority may either deduct the engineering charges from any monies due the Contractor or require the Contractor to pay the current amount of the engineering charges prior to the issuance of any subsequent progress payments. Consideration of any extra work or order on Contract added to the original Contract, as well as extenuating circumstances beyond the control of the Contractor, will be given due consideration by the Authority before assessing engineering and inspection charges against the Contractor. Such charges will be assessed, however, in cases where because of unwarranted reasons, inefficient operation, or for any other reason for which the Authority determines the Contractor liable. Engineering expenses will also be charged to the Contractor for any work performed on close-out of the contract more than sixty days after Final Acceptance.

59.6

Liquidated Damages

When any part of the Work remains incomplete, including Punch List Items, after the expiration of the time allowed for final completion of the Work stipulated in the Agreement, unless the time or times of completion is (are) extended by written consent of the Authority, a sum of money as set forth in the Invitation to Bid shall either be deducted from any monies due the Contractor or required to be paid to the Authority before any subsequent progress payments will be issued. If no money is due the Contractor, the Authority shall have the right to recover said sum or sums from the Contractor, from the Surety, or from both. The amount(s) of these deductions is (are) to cover liquidated damages to the Authority incurred by additional and other expenses due to the failure of the Contractor to complete the Work or any part of the Work within the time specified, and such deductions are not to be considered as penalties and shall be in addition to any Engineering Charges imposed as hereinabove provided for. Liquidated Damages shall be recovered in the event the Contractor abandons the Work.

ARTICLE 60

Comprehensive Anti-Apartheid Act of 1986

The Contractor hereby covenants and represents that it and its substantially owned subsidiaries have not within the twelve months prior to the award of such contract violated, and shall not during the period of

this contract violate, the provisions of the Comprehensive Anti-Apartheid Act of 1986.

ARTICLE 61

Value Engineering

- 61.1 The Contractor, at any time, may submit cost reduction proposals which may change the drawings, specifications or other requirements of the Contract. Such proposals shall be identified as Value Engineering Change Proposals (VECP). In order for a proposal to be accepted under this Article, each VECP shall:
- 61.1.1 Be identified by the Contractor at the time of submission to the Contracting Officer as submitted pursuant to this Article;
 - 61.1.2 Require a change to this Contract;
 - 61.1.3 Decrease the contract price;
 - 61.1.4 Comply with Article 11 and;
 - 61.1.5 Maintain the items' required functions such as service life, reliability, economy of operation, ease of maintenance, and necessary standardized features and appearance, and not require an unacceptable extension of contract time.
- 61.2 Any VECP the Contractor submits shall be in sufficient detail to clearly define the proposed change, including:
- 61.2.1 A description of the difference between the existing and the proposed Contract requirements, and the comparative advantages and disadvantages of each;
 - 61.2.2 Contract requirements recommended to be changed if the proposal is accepted;
 - 61.2.3 A detailed estimate of the amount of the net savings, as defined in sub-article 61.4, that will result from acceptance of the proposal;
 - 61.2.4 A prediction of any effects the proposed change would have on costs of maintenance and operation; and
 - 61.2.5 A statement of the time by which the proposal must be accepted so as to obtain the maximum price reduction, noting any effect upon the Contract completion time.
- 61.3 The Contracting Officer may accept or reject part or all of any VECP by giving the Contractor written notice thereof. Until such notice is issued, the Contractor shall remain obligated to perform in accordance with the terms of the Contract. VECPs will be processed expeditiously; however, the Authority shall not be liable for any delay in acting upon any proposal submitted pursuant to this Article. The decision of the Contracting Officer as to acceptance of any such proposal shall be final and shall not be subject to Article 30, Disputes.

- 61.3.1 The Contractor has the right to withdraw part or all of any VECP at any time prior to acceptance by the Contracting Officer. Each VECP submitted by the Contractor shall remain valid for a period of 60 days from date submitted. If the Contractor desires to withdraw the proposal prior to the expiration of this period, it shall be liable for the cost incurred by the Authority in reviewing the proposal.
- 61.4 When a VECP submitted pursuant to this Article is accepted:
- 61.4.1 An equitable adjustment in the contract price and in any other affected provisions of the Contract shall be made and the Contract modified in accordance with this Article and other applicable articles of this Contract.
- 61.4.2 The net savings resulting from the change shall be shared between the Contractor and the Authority on the basis of 50 percent for the Contractor and 50 percent for the Authority. Net savings shall be determined by deducting from the gross savings the Contractor's costs of developing and implementing the proposal and the amount of increased costs to the Authority resulting from the change.
- 61.4.3 The Contractor is entitled to share in VECP savings only to the extent provided for in this Article.
- 61.5 The Contractor will use its best efforts to include Value Engineering arrangements in any subcontract which in the Contractor's judgment appears to offer sufficient value engineering potential.
- 61.6 A VECP identical to one submitted under any other Contract by this or any other Contractor may also be submitted under this Contract.
- 61.7 The Contractor may restrict the Authority's right to use any VECP data by marking it with the following statement:
- This data, furnished pursuant to Article 61, Value Engineering, shall not be duplicated, used or disclosed, in whole or in part, for any purpose except to evaluate the VECP, unless the proposal is accepted by the Authority. This restriction does not limit the Authority's right to use information contained in this data if it is or has been obtained, or is otherwise available, from the Contractor or from another source, without limitations. When this proposal is accepted by the Authority, the Authority shall have the right to duplicate, use, and disclose any data in any manner and for any purpose whatsoever, and have others do so whether under this or any other Authority Contract.

FAA Contract Specifications

ARTICLE 62

Reports

- 62.1 Contractors / Subcontractors with 50 or more employees and Contracts over \$50,000.00. All contractors and subcontractors performing on federally assisted projects are required to file annually (on or before March 31) complete and accurate reports on SF 100 (Employee

Information Report, EEO-1) to the Joint Reporting Committee. The first report is due within 30 days after award unless such report was filed within the preceding 12-month period.

Standard Form 100 is normally furnished based on a mailing list, but can be obtained from the Joint Reporting Committee, P.O. Box 2236, Norfolk, Virginia 20501.

62.2

Contractors / Subcontractors with Contracts over \$10,000.00. As indicated in paragraph E of the EEO Clause, monthly Employment Utilization Reports, CC 257 (previously SF 257) will be submitted to the OFCCP, at the following addresses:

For downstate New York and New Jersey:

Mr. Harold M. Busch
District Director, OFCCP / ESA
U.S. Department of Labor
26 Federal Plaza, Room 36-116
New York, NY 10278

For upstate New York:

Mr. Garland Sweeney
District Director, OFCCP/ESA
U.S. Department of Labor
Jackson Building, Room 609
220 Delaware Avenue
Buffalo, NY 14202

ARTICLE 63

Equal Employment Opportunity Clause

The following is included IN ENTIRETY in all federally funded construction contracts over \$10,000.00.

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

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

- B. 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, religion, sex, or national origin.
- C. The Contractor will send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice in the form set forth below, advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246, as amended, of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246, as amended, of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Comptroller General of the United States, Department of Transportation, FAA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246, as amended, of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended, September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provide by law.
- G. The Contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, as amended, September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the FAA, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. Contractors and subcontractors may satisfy the requirements of Paragraph B of the referenced EEO clause by complying with any of the following:

1. Stating in the Invitations for Bids that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, or
2. Including appropriate insignia in display or other advertising as prescribed by the Department of Labor, or
3. Using a single advertisement grouped with other advertisements under a caption which clearly states that all employers in the group assure all qualified applicants will have equal consideration for employment without regard to race, color, religion, sex, or national origin, or
4. Using the phrase "an equal opportunity employer" in a single advertisement in clearly distinguishable type.

**NOTICES TO BE POSTED PER
PARAGRAPHS A AND C OF THE EEO CLAUSE.**

**EQUAL EMPLOYMENT OPPORTUNITY IS THE LAW - DISCRIMINATION IS
PROHIBITED BY THE CIVIL RIGHTS ACT OF 1964 AND BY EXECUTIVE
ORDER NO. 11246**

Title VI of the Civil Rights Act of 1964 - Administered by:

THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Prohibits discrimination because of Race, Color, Religion, Sex, or National Origin by Employers with 75 or more employees, by Labor Organizations with a hiring hall of 75 or more members, by Employment Agencies, and by Joint Labor-Management Committees for Apprenticeship or Training. After July 1, 1967, employees and labor organizations with 50 or more employees or members will be covered; after July 1, 1968, those with 25 or more will be covered.

ANY PERSON

Who believes he or she has been discriminated against

SHOULD CONTACT

**THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
1800 G Street N.W. Washington, D.C. 20506**

Executive Order No. 11246 - Administered by:

THE OFFICE OF FEDERAL CONTRACT COMPLIANCE

Prohibits discrimination because of Race, Color, Religion, Sex or National Origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

By all Federal Government Contractors and Subcontractors, and by Contractors Performing Work Under a Federally Assisted Construction Contract, regardless of the number of employees in either case.

ANY PERSON

Who believes he or she has been discriminated against

SHOULD CONTACT

**THE OFFICE OF FEDERAL CONTRACT COMPLIANCE
U.S. Department of Labor, Washington, D.C. 20210**

ARTICLE 64

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246, As Amended)

This Article is applicable to contracts and subcontracts for amounts in excess of \$10,000.00.

64.1

As used in this Article:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia and the Indian subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

64.2

Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of this Article and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

64.3

If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with

its obligations under the EEO clause and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.

64.4

The Contractor shall implement the specific affirmative action standards provided in paragraph 64.7 of this Article. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any OFCCP office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

64.5

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

64.6

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

64.7

The Contractor shall take specific affirmative actions to ensure EEO. The evaluation of the Contractor's compliance with this Article shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

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

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all test and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under this Article are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

64.8

Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations.

The efforts of a contractor association, joint contractor-union, contractor-community, or other similar groups of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Article 68.7 provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

- 64.9 A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide EEO and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate number (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 64.10 The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 64.11 The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246, as amended.
- 64.12 The Contractor shall carry out such sanctions and penalties for violation of this Article and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of this Article and Executive Order 11246, as amended.
- 64.13 The Contractor, in fulfilling its obligations under this Article, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 67.7 of this Article, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the executive order, the implementing regulations, or this Article, the Director shall proceed in accordance with 41 CFR 60-4.8.
- 64.14 The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation if any, employee

identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

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

ARTICLE 65

Title VI of the Civil Rights Act of 1964 in Federally Assisted Programs of the Department of Transportation

During the performance of this contract, the Contractor, for itself, its assigns and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

- 65.1 Compliance with Regulations. The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter, Regulations), which are herein incorporated by reference and made part of this contract.
- 65.2 Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 65.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 65.4 Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions.

Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Authority or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

65.5

Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Authority shall impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

65.6

Incorporation of Provisions. The Contractor shall include the provisions of paragraphs 65.1 and 65.5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Authority to enter into such litigation to protect the interests of the Authority and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

65.7

Breach of Contract Terms - Sanctions. Any violation or breach of the terms of this contract on the part of the Contractor/subcontractor may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement.

ARTICLE 66

Standard Requirements for Airport Improvement Program Contracts

66.1

AIP Project. The Work in this contract is included in AIP Grant Nos. (pending) which is being undertaken and accomplished by the Authority in accordance with the terms and conditions of a grant agreement between the Authority and the United States, under the Airport and Airway Improvement Act of 1982 (AAIA) (P.L. 97-248, 49 U.S.C. 2201 et seq.) and Part 152 of the Federal Aviation Regulations (FAR) (14 CFR Part 152), or its successor regulation, pursuant to which the United States has agreed to pay a certain percentage of that Act. The United States is not a party to this contract and no reference in this contract to the FAA or any representative thereof, or to any rights granted to the FAA or any representative thereof, or the United States, by the contract, makes the United States a party to this contract.

66.2 Veteran's Preference. In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans. However, this preference may be given only where the individuals are available and qualified to perform the work to which the employment relates.

66.3 FAA Inspection and Review. The Contractor shall allow any authorized representative of the FAA to inspect and review any work or materials used in the performance of this contract.

66.4 Rights to Inventions - Materials. All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Authority.

66.5 Disadvantaged Business Enterprises. It is the policy of the Department of Transportation that disadvantaged business enterprises shall have the maximum opportunity to participate in the performance of this contract.

The Contractor agrees to ensure that disadvantaged business enterprises have the maximum opportunity to participate in the performance of subcontracts. In this regard the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of this contract.

ARTICLE 67

Clean Air and Water Pollution Control Requirements

The Contractor and its subcontractors agree for any contract or subcontract exceeding \$100,000.00:

1. That any facility to be used in the performance of the contract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities,
2. To comply with all the requirements of Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, Environmental Protection Agency Regulation (40 CFR Part 15) and all regulations issued thereunder,
3. That the Contractor will notify the Authority of the receipt of any communication from the EPA indicating that a facility to be utilized for performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities, and
4. To include or cause to be included in any contract or subcontract which exceeds \$100,000.00 the aforementioned criteria and requirements.

ARTICLE 68

Foreign Trade Restrictions

The Contractor and its subcontractors, by submission of a bid and/or execution of this contract, certifies that it:

- a. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the Federal Aviation Administration may direct, through the Authority, cancellation of the contract at no cost to the Government.

Further, the Contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and all lower tier subcontracts. The Contractor may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Contractor shall provide immediate written notice to the Authority if the Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the Contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Contractor or a subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the Authority, cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Contractor is not required to exceed that which is normally

possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

ARTICLE 69

Secretary of Labor Requirements

69.1

Minimum Wages.

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages to such laborers or mechanics, subject to the provisions of paragraph 76.1(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in subparagraphs 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employers payroll records accurately set forth the time spent in each classification in which the work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 69.1(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification

and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined in 29 CFR 5.2 (n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - (4) With respect to helpers as defined in 29 CFR 5.2 (n)(4), such a classification prevails in the area in which the work is performed.
- (ii) (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (ii) (C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer within the 30-day period that additional time is necessary.
- (ii) (D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(B) or (C) of this paragraph shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay

another bona fide fringe benefit or an hourly cash equivalent thereof.

- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

69.2

Withholding.

The Federal Aviation Administration shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers employed by the Contractor or any subcontractor for the full amount of wages required by the contracts. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Authority, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

69.3

Payrolls and Basic Records.

- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(CB) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such

benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) (A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Authority. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph 5.5(a)(3)(i) of Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (ii) (B) Each payroll submitted shall be accompanied by a "Statement of Compliance" signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be maintained under subparagraph 5.5(2)(3)(i) of Regulations, 29 CFR Part 5 and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period had been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or case equivalents for the classification of work performed, as specified in the applicable wage determination.
- (ii) (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 69.3 (ii)(B) of this section.
- (ii) (D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of the United States Code.
- (iii) The Contractor or subcontractor shall make the records required under paragraph 69.3 (i) of this section available for inspection,

copying of transcription by authorized representatives of the Department of Transportation, Federal Aviation Administration, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal Aviation Administration may, after written notice to the Contractor or the Authority, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

69.4

Apprentices, Trainees and Helpers.

- (i) Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for applicable classification. If the Administrator determines that a different practice prevails for the applicable

apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Bureau of Apprenticeship and Training or a State Apprenticeship Agency recognized by the Bureau, withdraws approval, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees, except as provided in 29 CFR 5.16, will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (iv) Helpers. Helpers will be permitted to work on a project if the helper classification is specified on an applicable wage determination or is approved pursuant to the conformance procedure set forth in subparagraph 5.5(a)(1)(ii). The allowable ratio of helpers to journeymen employed by the Contractor or subcontractor on the job site shall not be greater than two helpers

for every three journeymen (in other words, not more than 40 percent of the total number of journeymen and helpers in each contractor's or in each subcontractor's own work force employed on the job site). Any worker listed on a payroll at a helper wage rate, who is not a helper as defined in 29 CFR 2.5(n)(4), shall be paid not less than the applicable wage rate on the wage determination for classification of work actually performed. In addition, any helper performing work on the job site in excess of the ratio permitted shall be paid not less than the applicable journeyman's (or laborer's, where appropriate) wage rate on the wage determination for the work actually performed.

69.5 Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

69.6 Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

69.7 Contract Termination: Debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

69.8 Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and related acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

69.9 Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the Authority, the U.S. Department of Labor, or the employees or their representatives.

69.10 Certification of Eligibility.

- (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(A)(1).

- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(A)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

69.11

Contract Work Hours and Safety Standards Act.

- (i) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (ii) Violation; Liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (i) of this clause, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (i) of this paragraph, in the sum of \$10 for each calendar day for which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of overtime wages required by the clause set forth in subparagraph (i) of this clause.
- (iii) Withholding for unpaid wages and liquidated damages. The Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (ii) of this paragraph.
- (iv) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (i) through (iv) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier contracts. The prime

contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraph (i) through (iv) of this paragraph.

ARTICLE 70

Buy American - Steel and Manufactured Products for Construction Contracts

70.1

The Contractor shall deliver only domestic steel and manufactured products under this contract as defined below:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) those produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States.
2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.
3. Costs of Components. This means the costs for production of the components, exclusive of final assembly labor costs.

70.2

The Contractor agrees that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of this contract, as defined below:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) those produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States.
2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.
3. Cost of components. This means the costs of production of the components, exclusive of final assembly labor costs.

70.3

List of Supplies / Materials that the U.S. Government Has Determined Are Not Produced In the United States In Sufficient and Reasonably Available Quantities And of Sufficient Quality (Jan. 1991)

Acetylene, black.	Lavender oil.
Agar, bulk.	Manganese.
Anise.	Menthol, natural bulk.
Antimony, as metal or oxide.	Mica.
Asbestos, amosite, chrysotile, and	Microprocessor chips (brought onto

crocidolite.	a construction site as separate units for incorporation into building systems during construction or repair and alteration of real property.)
Bananas.	Nickel, primary, in ingots, pigs, shots, cathodes, or similar forms; nickel oxide and nickel salts.
Bauxite.	Nitroguanidine (also known as picrite).
Beef, corned, canned.	Nux vomica, crude
Beef extract.	Oiticica oil.
Bephenium Hydroxynapthoate.	Olive oil.
Bismuth.	Olives (green), pitted or unpitted, or stuffed, in bulk.
Books, trade, text, technical, or scientific; newspapers, pamphlets; magazines; periodicals; printed briefs and films; not printed in the United States and for which domestics editions are not available.	Opium, crude.
Brazil nuts, unroasted.	Oranges, mandarin, canned.
Cadmium, ores and flue dust.	Petroleum, crude oil, unfinished oils, and finished products (see definitions below).
Calcium Cyanamide.	Pine needle oil.
Capers.	Platinum and related group metals, refined, as sponge, powder, ingots, or cast bars.
Cashew nuts.	Pyrethrum flowers.
Castor beans and castor oil.	Quartz crystals.
Chalk, English	Quebracho.
Chestnuts.	Quinidine.
Chicle.	Quinine.
Chrome ore or chromite.	Rabbit fur felt.
Cinchona bark.	Radium salts, source and special nuclear materials.
Cobalt, in cathodes, rondelles, or other primary ore and metal forms.	Rosettes.
Cocoa beans.	Rubber, crude and latex.
Coconut and coconut meat, unsweetened, in shredded desiccated or similarly prepared form.	Rutile.
Coffee, raw or green bean.	Santonin, crude.
Colchicine alkaloid, raw.	Secretin.
Copra.	Shellac.
Cork, wood or bark and waste	Silk, raw and unmanufactured.
Cover glass, microscope slide.	Spare and replacement parts for

	equipment of foreign manufacture, and for which domestic parts are not available.
Cryolite, natural.	Spices and herbs, in bulk.
Dammar gum.	Sugars, raw.
Diamonds, industrial, stones and abrasives.	Swords and scabbards.
Emetine, bulk.	Talc, block, steatite.
Ergot, crude.	Tantalum.
Erthrityl tetranitrate.	Tapioca flour and cassava.
Fair linen, altar.	Tartar, crude; tartaric acid and cream of tartar in bulk.
Fibers of the following types: abaca, abace, agave, coir, flax, jute, jute, burlaps, palmyra and sisal.	Tea in bulk.
Goat and kidskins.	Thread, metallic (gold).
Graphic, natural, crystalline, crucible grade.	Thyme oil.
Handsewing needles.	Tin in bars, blocks, and pigs.
Hemp yarn.	Triprolidine hydrochloride.
Hog bristles for brushes.	Tungsten.
Hyoscine, bulk.	Vanilla beans.
Ipecac, root.	Venom, cobra.
Iodine, crude.	Wax, canauba.
Kaurigum.	Woods; logs, veneer, and lumber of the following species: Alaskan yellow cedar, angelique, balsa, ekki, greenhart, lignum vitae, mahogany, and teak.
Lac.	Yarn, 50 Denier rayon.
Leather, sheepskin, hair type.	

Petroleum terms are used as follows:

"Crude oil" means crude petroleum, as it is produced at the wellhead, and liquids (under atmospheric conditions) that have been recovered from mixtures of hydrocarbons that existed in a vaporous phase in a reservoir and that are not natural gas products.

"Finished products" means any one or more of the following petroleum oils, or a mixture or combination of these oils, to be used without further processing except blending by mechanical means:

- (A) "Asphalt" - a solid or semi-solid cementitious material that (1) gradually liquefies when heated, (2) has bitumens as its predominating constituents, and (3) is obtained in refining crude oil.
- (B) "Fuel oil" - a liquid or liquefiable petroleum product burned for lighting or for the generation of heat or power and derived directly or indirectly from crude oil, such as kerosene, range oil, distillate fuel oils, gas oil, diesel fuel, topped crude oil, or residues.

- (C) "Gasoline" - a refined petroleum distillate that, by its consumption, is suitable for use as a carburant in internal combustion engines.
- (D) "Jet fuel" - a refined petroleum distillate used to fuel jet propulsion engines.
- (E) "Liquefied gases" - hydrocarbon gases recovered from natural gas or produced from petroleum refining and kept under pressure to maintain a liquid state at ambient temperatures.
- (F) "Lubricating oil" - a refined petroleum distillate or specially treated petroleum residue used to lessen friction between surfaces.
- (G) "Naphtha" - a refined petroleum distillate falling within a distillation range overlapping the higher gasoline and the lower kerosenes.
- (H) "Natural gas products" - liquids (under atmospheric conditions) including natural gasoline, that -
 - (1) are recovered by a process of absorption adsorption, compression, refrigeration, cycling, or a combination of these processes, from mixtures of hydrocarbons that existed in a vaporous phase in a reservoir, and
 - (2) when recovered and without processing in a refinery, definitions or products contained in subdivision (B), (C), and (G) above.
- (I) "Residual fuel oil" - a topped crude oil or viscous residuum that, as obtained in refining or after blending with other fuel oil, meets or is the equivalent of MILSPEC Mil-F-859 for Navy Special Fuel Oil and any more viscous fuel oil, such as No. 5 or Bunker C.

"Unfinished Oils" means one or more of the petroleum oils listed under "Finished products" above, or a mixture or combination of these oils, that are to be further processed other than by blending by mechanical means.

ARTICLE 71

New York State Standard Clauses

71.1

Executory Clause. In accordance with section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

71.2

Non-assignment Clause. In accordance with section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's written consent unless this

contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

71.3 Comptroller's Approval. In accordance with section 112 of the State Finance Law, if this contract exceeds \$5,000.00, or if this is an amendment for any amount to be a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office.

71.4 Workers' Compensation Benefits. In accordance with section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

71.5 Non-discrimination Requirements. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in section 230 of the Labor Law, then, in accordance with section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of section 220-e or section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

71.6 Wage and Hours Provisions. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements,

including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

71.7

Non-Collusive Bidding Requirement. In accordance with section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

71.8

International Boycott Prohibition. In accordance with section 220-f of the Labor Law and section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4)

71.9

Set-Off Rights. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

71.10

Records. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The United States Department of Transportation, the FAA, the U.S. Comptroller General, the New York State Commissioner of Transportation, the New York State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the Authority, shall have access to the Records during normal

business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that:

- (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and
- (ii) said records shall be sufficiently identified; and
- (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

71.11

Identifying Information and Privacy Notification:

- (a) Federal Employer Identification Number and / or Federal Social Security Number. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.
- (b) Privacy Notification.
 - (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax return or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.
 - (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract

or lease. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of the State Comptroller, AESOB, Albany, New York 12236.

71.12

Equal Opportunities for Minorities and Women: In accordance with section 312 of the Executive Law, if this contract is:

- (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000., whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or
- (ii) a written agreement in excess of \$100,000. whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or
- (iii) a written agreement in excess of \$100,000 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such a project, then:
 - (a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff or termination and rates of pay or other forms of compensation;
 - (b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and
 - (c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status.

The Contractor will include the provisions of "a", "b" and "c", above, in every subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to:

- (i) work, goods or services unrelated to this contract; or
- (ii) employment outside New York State; or
- (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of its section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

71.13 Conflicting Terms. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Article, the terms of this Article shall control.

71.14 Governing Law. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

71.15 Late Payment. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.

71.16 No Arbitration. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

71.17 Service of Process. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it be registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

EXHIBIT A

Certification Regarding Lobbying

THIS CERTIFICATE MUST BE COMPLETED BY THE SUCCESSFUL BIDDER IF THE
AMOUNT OF THIS AGREEMENT EXCEEDS \$100,000.

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 an 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature _____

Name & Title _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(SEE REVERSE FOR PUBLIC BURDEN DISCLOSURE)

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee <input type="checkbox"/> f. loan insurance <input type="checkbox"/>		2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award <input type="checkbox"/>		3. Report Type: a. initial filing b. material change For Material Change Only: year: _____ quarter: _____ date of last report: _____ <input type="checkbox"/>	
4. Name and address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known: _____			5. If Report Entity in No. 4 is Subawardee Enter Name and Address of Prime: Congressional District, if known: _____		
6 Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
12. Form of Payment (Check all that apply): a. cash b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)					
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No					
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of not less than \$10,000 for each such failure. Federal Use Only:				Signature: _____	
				Print Name: _____	
				Title: _____	
				Telephone No.: _____	
				Authorized for Local Reproduction Standard Form-LLL	

DIRECTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last information previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least on organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment

has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment mad or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

DISCLOSURE OF LOBBYING ACTIVITIES

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Reporting Entity: _____ Page ____ of ____

EXHIBIT B

AUTHORITY PROMPT PAYMENT RULES AND REGULATIONS

The following prompt payment rules and regulations set forth provisions which are intended to improve relationships between the Authority and its contractors, vendors and all those providing services or supplies through contractual relationship with the Authority. These rules and regulations are promulgated consistent with directives set forth in the Public Authorities Law Section 2880.

1. Definitions. As used in these rules and regulations, the following terms shall have the following meanings unless the context shall indicate other or different meaning:
 - (a) "Authority" means Niagara Frontier Transportation Authority and its subsidiary corporations.
 - (b) "Contract" means an enforceable agreement entered into between the Authority and a contractor.
 - (c) "Contractor" means any person, partnership, private corporation or association:
 - (i) selling materials, equipment or supplies, or leasing property or equipment to the Authority;
 - (ii) constructing, reconstructing, rehabilitating or repairing buildings, highways or other improvements for or on behalf of the Authority; or
 - (iii) rendering or providing services to the Authority pursuant to a contract.
 - (d) "Designated payment office" means the office designated by the Authority to which a proper invoice is to be submitted by a contractor.
 - (e) "Prompt payment" means payment of a debt due and owing by the Authority before interest accrues thereon pursuant to these regulations.
 - (f) "Proper invoice" means a written request for a contract payment that is submitted by a contractor setting forth the description, price and quantity of goods, property, or services delivered or rendered, in such form and supported by such other substantiating documentation as the Authority may reasonably require.
 - (g) "Receipt of an invoice" means
 - (i) the date on which a proper invoice is actually received in the designated payment office, or
 - (ii) the date on which the Authority receives the purchased goods, property, or services covered by the proper invoice, whichever is later.
 - (h) "Set-off" means the reduction by the Authority of a payment due to a contractor by an amount equal to the amount of an unpaid legally enforceable debt owed by the contractor to the Authority.
 - (i) "Statement" means the rules and regulations adopted herein by the Authority.

2. **Payment Request Procedure.** The contractor shall submit a proper invoice to the Authority's designated payment office. Said invoice shall be date stamped with the date the invoice is received.
3. **Interest Eligibility and Computation.**
 - (a) In order for the Authority not to be liable for the payment of interest, contract payment must be made within thirty calendar days, excluding legal holidays, after the receipt of an invoice for the amount of the contract payment due; except when the contract payment is of the type where the facts and conditions are as defined pursuant to Sections 5 and 6 of these rules and regulations. Any time taken to satisfy or rectify any of the facts or conditions described in Section 5 shall extend the date by which contract payment must be made in order for the Authority not to become liable for interest payments by an equal period of time.
 - (b) Notwithstanding any other provision of law to the contrary, interest shall be computed at the rate equal to the rate set by the State Tax Commission for corporate taxes pursuant to paragraph one of subsection (e) of section one thousand ninety-six of the Tax Law.
 - (c) Payments shall be made only when the interest amount for the transaction exceeds ten dollars (\$10). Each invoice or payment on a voucher is a transaction.
4. **Sources of Funds.** All interest due and payable to contractors under these regulations will be paid from available revenue sources including the Authority general funds.
5. **Extensions.** The facts and conditions which will reasonably justify extension of the date by which contract payment must be made in order for the Authority not to become liable for interest payments are as follows:
 - (a) In accordance with specific statutory or contractual provisions, if payment must be preceded by an inspection period or by an audit to determine the resources applied or used by the Contractor in fulfilling the terms of the contract.
 - (b) If the necessary state government appropriation required to authorize payment has not been enacted, or when statutory, contractual or grant agreement provisions provide for prior federal review before the use of federal funds for payment.
 - (c) If payments must be processed through the State Department of Audit and Control, the State Department of Taxation and Finance, or some other entity not under the Authority's control.
 - (d) If the date by which contract payment must be made is modified in accordance with Section 6 herein.
 - (e) If the contracts provides that the contractor will be paid at predetermined intervals.
6. **Defects or Improprieties.** The Authority shall have fifteen calendar days after receipt of an invoice by the Authority at its designated payment office to notify the contractor of
 - (a) defects in the delivery goods, property, or services,

- (b) defects in the invoice, or
 - (c) suspected improprieties of any kind; and the existence of such defects or improprieties shall prevent the commencement of the time period specified in Section 3. When the Authority fails to notify a contractor of such defects or suspected improprieties within fifteen calendar days of receiving the invoice, the number of days allowed for payment of the corrected proper invoice will be reduced by the number of days between the fifteenth day and the day that notification was transmitted to the contractor. If the Authority in such situations, fails to provide reasonable grounds for its contention that a defect or impropriety exists, the date by which contract payment must be made in order for the Authority not to become liable for interest payments shall be calculated from the date of receipt of an invoice.
7. Public Service Law. Notwithstanding any provision of the public service law or any tariffs promulgated pursuant to the law to the contrary, the provisions of this section shall provide the sole basis for determining and making interest payments on invoices submitted by public utilities.
8. Public Access. There shall be public access as follows:
- (a) Copies of these rules and regulations and the annual report shall be available as public record.
 - (b) Each contractor doing business with the Authority shall be given a copy of these rules and regulations.
9. Inapplicability of section. The provisions of this section shall not apply to payments due and owing:
- (a) under the eminent domain procedure law;
 - (b) as interest allowed on judgments rendered by a court pursuant to any provision of law other than those contained in this section;
 - (c) to the federal government; to any state agency or its instrumentalities; to any duly constituted unit of local government including, but not limited to, counties, cities, towns, villages, school districts, special districts, or any of their related instrumentalities; to any other public authority or public benefit corporation; or to its employees when acting in, or incidental to, their public employment capacity;
 - (d) in situations where the Authority exercises a legally authorized set-off against all or part of the payment due.
10. Court Action. The liability to make interest payments pursuant to these rules and regulations, shall not extend beyond the date of notice of intention to file a claim, the date of notice of claim, or the date commencing a legal action for the payment of such interest, whichever come first.
11. Incorporation. These rules and regulations shall be incorporated into and made a part of all contracts.

SUPPLEMENTARY CONDITIONS

ARTICLE 1

Definitions *

AASHTO	The American Association of State Highway and Transportation Officials, the successor association to AASHO.
Access Road	The right of way, the roadway and all improvements constructed thereon connecting the airport to a public highway.
AIP	The Airport Improvement Program, a grant-in-aid program, administered by the Federal Aviation Administration.
Air Operations Area	For the purpose of these specifications, the term air operations area shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of the aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
Airport	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft, and includes its buildings and facilities, if any.
Building Area	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities located thereon.
FAA	The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his duly authorized representative.
Federal Specifications:	The Federal Specifications and Standards, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal government. They may be obtained from the Specifications Activity, Printed Materials Supply Division, Building 197, Naval Weapons Plant, Washington D.C. 20407.
NYSDEC:	The New York State Department of Environmental Conservation.
Remediation Contractor:	The Contractor charged with the responsibility of implementing the RD / RA Order, on behalf of the parties to the RD / RA Order.
RODs:	The Records of Decision(s) issued by the NYSDEC for the Site, dated March, 1995, pertaining to Operable Unit No. 1 "Soil and Sediment Contamination", and December, 1995, pertaining to Operable Unit No. 2 "Groundwater and Surface Water Contamination".
Runway:	The area on the airport prepared for the landing and takeoff of aircraft.
Site:	For purposes of the Supplementary Conditions "Site" shall mean that property (consisting of approximately 143 acres), designated by the NYSDEC on the New York State Registry of Inactive Hazardous Waste

Sites as a Class 2 Site (Site No. 9-15-006). All of the Project site is contained within the Site.

Taxiway: For the purpose of this Agreement, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways or aircraft parking areas.

* Additional definitions are found in the Instructions to Bidders and throughout the Contract Documents.

ARTICLE 2 Public Convenience and Safety

The Contractor shall control his operations and those of his subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to his own operations and those of his subcontractors and all suppliers and shall limit such operations for the convenience and safety of the traveling public as specified in the section titled Limitation of Operations.

ARTICLE 3 Barricades, Warning Signs, and Hazard Markings

The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs and hazard markings shall be suitably illuminated.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office).

When the work requires closing an air operations area of the airport or portion of such area, the Contractor shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of FAA Advisory Circular 150/5340-IE, Marking of Paved Areas on Airports.

The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stock piles, and his parked construction equipment that may be hazardous to the operation of emergency fire rescue or maintenance vehicles on the airport in reasonable conformance to FAA Advisory Circular 150/5370-2C, "Safety on Airports During Construction Activity".

The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to FAA Advisory Circular 150/5370-2C.

The Contractor shall furnish and erect all barricades, warning signs, and markings for hazards prior to commencing work which requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the engineer.

Open-flame type lights shall not be permitted within the air operations areas of the airport.

ARTICLE 4

Use of Explosives

The use of explosives are not allowed in the prosecution of the work.

ARTICLE 5

Limitation of Operations

The Contractor shall control his operations and the operations of his subcontractors and all suppliers so as to provide for the free and unobstructed movement of aircraft in the Air Operations Areas of the Airport.

When the work requires the Contractor to conduct his operations within an Air Operations Area of the Airport, the work shall be coordinated by the Engineer at least 48 hours prior to commencement of such work. The Contractor shall not close an Air Operations Area until so authorized by the Engineer and until the necessary temporary markings and associated lighting is in place, as provided in Article 2, titled, Barricades, Warning Signs, and Hazard Markings.

When the Contract work requires the Contractor to work within an Air Operations Area of the Airport on an intermittent basis, (intermittent opening and closing of the Air Operations Area), the contractor shall maintain constant communications as herein specified; immediately obey all instructions to vacate the Air Operations Area; immediately obey all instructions to resume work in such Air Operations Area. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the Air Operations Area until the satisfactory conditions are provided.

ARTICLE 6

Airport Security

Airport security must be maintained at all times. Security fencing shall not be disturbed without approval from the Engineer. Any modifications to be made to security fencing for the purpose of accommodating the Contractor's movement of equipment, shall be done at the Contractor's expense. In addition, if a security gate must be left unlocked to facilitate the movement of equipment and materials, a watchman shall be posted at the gate to maintain security.

The Contractor warrants that the background of any employee, hired after November 1, 1985, who may have access to restricted areas of the Airport, has been checked, including references and prior employment histories for the preceding five (5) years, and that permitting such employee unescorted access to such restricted areas is not deemed inappropriate.

ARTICLE 7

Badges

Each person, while working on the airport side of the work site, must have prominently displayed an outer clothing, a badge which shall be issued by the Airport Manager. The contractor shall be responsible for all badges issued. The badges shall be furnished by the Airport Manager to the Contractor upon receipt of deposit of \$2.00 for each badge issued, which deposit shall be returned when the badges are returned to the Airport Manager. The Contractor shall be charged \$2.00 for each badge not returned.

ARTICLE 8

Work Site Vehicle Permit

Each vehicle used regularly by the Contractor and / or his subcontractors must, when operating on the work site, have prominently displayed a Vehicle Permit and a Flag (red or checked) on each vehicle. The Vehicle Permit applications may be obtained from the office of the Airport Manager. The Airport Manager shall require a minimum of 3-5 days for a security check on the applications before issuing them. The Contractor shall be responsible for all vehicle Permits issued. Upon receipt of a deposit of \$2.00 for each permit issued, the permits shall be furnished to the Contractor, which deposit shall be returned when the permits are returned to the Airport Manager. The Contractor shall be charged \$2.00 for each permit not returned.

ARTICLE 9

Driving Rules and Regulations

The following rules and regulations pertain to the conduct and operation of ground equipment operating on the Buffalo Niagara International Airport. These rules shall be in effect at all times when operating ground equipment.

A report of any violations shall be made by a designated Authority representative to the Airport Manager who in turn shall handle the circumstances with the Airline's Station Manager or Company Operations Manager for violation determination.

No person shall operate any vehicle on the Airport otherwise than in accordance with the rules prescribed herein for the control of such vehicles, except when given special instructions by authorized employees of the Authority, or in case of emergency involving danger to life and property. Motor vehicles and operations shall conform to the following:

- a. New York State Motor Vehicle Laws.
- b. Traffic Regulations Ordinance of the Town of Cheektowaga.
- c. Local rules of the Airport.
- d. Drivers must possess valid Driver's License.
- e. Airport Driver's Permit.

Speed limits shall be twenty (20) miles per hour, unless otherwise authorized by the Airport Manager, as designated in the open areas within the approved lanes. All equipment being driven around aircraft within fifty (50) feet, whether parked or taxiing, cannot be operated at a speed to exceed ten (10) miles per hour.

ARTICLE 10

Contractor's Personal Vehicles

The Bidders and the Contractor are advised that the Contractor, as well as his personnel, will be required to park their personal vehicles, free of charge, in a remote area to be designated by the Engineer. The Contractor shall be responsible for transporting all personnel between the parking area and the work site.

ARTICLE 11

"Superfund" Status of the Site

Bidders are advised that the site of the Work has been designated on the New York State Registry as a Class 2 New York State Inactive Hazardous Waste Site by the NYSDEC (Site No. 9-15-006, the "Site"). The NYSDEC has issued two Records of Decision (the "RODs") concerning environmental remediation of the Site. The ROD for Operational Unit No. 1 addresses remediation of designated soils and the ROD for Operational Unit No. 2 addresses remediation, treatment, and monitoring of groundwater at the Site.

Bidders are further advised that the Authority, together with other parties which have been identified by the NYSDEC as responsible for funding and implementing a remedial design and remedial action ("RD / RA"), are finalizing negotiations with the NYSDEC concerning the issuance of an Administrative Order on Consent which will govern the performance of the RD / RA (the "RD / RA Order").

It is anticipated that implementation of the RD / RA Order will coincide to some extent with the performance of the Work under this Project, and that this Contractor may be required to share the Project site with others. It shall be the Contractor's responsibility to cooperate and coordinate the performance of the Work under this Project with others, to minimize interference and disruption to the implementation of the RD / RA Order.

ARTICLE 12

Available "Superfund" Site Information

The following documents are available for review by Bidders at the Authority's office: The ROD for Operational Unit No. 1; the ROD for Operational Unit No. 2; and the draft Work Plan for the remedial design. A finalized Work Plan for the remedial design is not currently available. The draft Work Plan is provided for informational purposes only. No representations, either expressed or implied, are made by the Authority concerning the content of the final Work Plan or of the content of the final remedial design.

ARTICLE 13

No Damages for Delay

The Contractor acknowledges that no delay, interference or inefficiency claim of any nature will be accepted by the Authority as the basis for any claim for time extensions or for additional compensation by virtue of the physical or environmental condition of the Project site, or of the presence on the Project site of the personnel or representatives of the Remediation Contractor, the NYSDEC, or the parties to any RD / RA Order entered into with the NYSDEC.

To the extent there is an inconsistency between the provisions of this Article of the Supplementary Conditions and Article 59 of the General Conditions "Delays", the provisions of this Article of the Supplementary Conditions shall control.

ARTICLE 14

No Differing Site Conditions

The Contractor acknowledges that the Authority has made no representations concerning either the physical or environmental condition of the Project site, the structure to be demolished, or the materials for which the Contractor will be liable for disposal. The Contractor represents that it has reviewed the Contract Documents and other resources to determine for its' own benefit, the nature, quantity and extent of hazardous, contaminated, and / or regulated material to be handled, transported and disposed of, and further represents that the bid submitted by the Contractor represents full, adequate, and fair compensation for the successful performance and completion of the Project Work.

The Contractor further acknowledges that absolutely no condition or quantity of material discovered, revealed or encountered on the Project site in the performance of the Work by the Contractor will be considered as the basis for a Differing Site Condition claim, or a change, or a claim of extra work, of any type, for which additional compensation will be paid.

Acknowledgment of Condition of Submission of Bid Proposal

Demolition of the Buffalo Airport Center
NFTA Project No. 19GG9014
Bid No. E-241

The undersigned acknowledges, on behalf of the proposing company, that the Bid Proposal submitted in a separately sealed envelope for the subject project provides for the following conditions without exceptions taken:

The Contractor acknowledges that the Authority has made no representations concerning the nature and quantity of either the physical or environmental condition of the Project site, as defined in the Supplementary Conditions and Summary of Work, the structures to be demolished, or the materials for which the Contractor is responsible to dispose of. The Contractor represents that it has inspected the site and reviewed the Contract Documents, and other resources to determine for its' own benefit, the nature, quantity and extent of non-hazardous, hazardous, contaminated, and / or regulated material to be handled, transported and disposed of, and further represents that the bid submitted by the Contractor represents full, adequate, and fair compensation for the successful performance and completion of the Project Work.

The Contractor acknowledges that absolutely no condition or quantity of material discovered, revealed or encountered on the Project site during the performance of the Work by the Contractor will be considered as the basis for a Differing Site Condition claim, or a change, or a claim of extra work, of any type, for which additional compensation will be paid, unless specifically identified to the contrary in the Contract Documents.

The Contractor further acknowledges that no delay, interference or inefficiency claim of any nature will be accepted by the Authority as the basis for a claim for time extensions or for additional compensation by virtue of the physical or environmental condition of the Project site

Finally, the Contractor acknowledges that the execution and submission of this form in a separate sealed envelope from the Bid Proposal is a condition of responsiveness, and that the sealed envelope containing the Bid Proposal will not be opened and considered for award unless, among other requirements, the "Acknowledgment" is executed by the Contractor, without exceptions.

Name and Title of Bidder's Chief Executive Officer

By. _____
(Signature of Authorized Representative of Bidder)

(Name and Title)

NEW YORK STATE DEPARTMENT OF LABOR
BUREAU OF PUBLIC WORK
STATE OFFICE BUILDING CAMPUS
ALBANY, NY 12240

SCHEDULE 1998A

Date 11/05/98

Prevailing Wage Rate

NIA.FRONT TRANSP AUTH.

PRC 9808345 ERIE COUNTY

01

HAROLD W. MATUSZAK, MGR. ENGR.
NIAGARA FRONTIER
TRANSPORTATION AUTHORITY
181 ELLICOTT STREET
BUFFALO NY 14203

Location and Type of Project
PROJECT ID #: NONE
PROJ. NO. 31GG9014
DEMOLITION OF BUFFALO
AIRPORT CTR., GENESEE ST.
CHEEKTOWAGA, NY

In response to your request, enclosed is the schedule of the prevailing hourly wage rates and the prevailing hourly supplements for the above project, together with copies of the Notice of Contract Let (PW-16) for your use. THE SCHEDULES MUST BE ANNEXED TO AND FORM A PART OF THE SPECIFICATIONS FOR THIS PROJECT WHEN IT IS ADVERTISED FOR BIDS. These schedules have been prepared and forwarded in accordance with Article 8 of the NYS Labor Law, which provides that it shall be the duty of the fiscal officer to ascertain and determine the schedules of supplements to be provided and wages to be paid to workers, laborers and mechanics employed on public work projects, and to file such schedules with the Department having jurisdiction.

The attached rates are based on the latest information available to the Department of Labor, Bureau of Public Work. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the Public Work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project.

This schedule is effective from July 1, 1998 through June 30, 1999. A new updated schedule will automatically be mailed to you each July 1 until we are notified that the project is completed or canceled.

Note: A 1997 AMENDMENT TO SECTION 220 OF THE LABOR LAW REQUIRES THE DEPT. OF JURISDICTION TO RECEIVE AND MAINTAIN MONTHLY TRANSCRIPTS OF PAYROLL RECORDS FOR THREE YEARS FROM THE DATE OF COMPLETION OF THE WORK IN THE AWARDED CONTRACT.

Very truly yours,

CHET RYSEDORPH
DIRECTOR

NOTICE TO CONTRACTING AGENCIES:

Upon cancellation or completion of this project, enter the necessary information and return this page to Bureau of Public Work, Rm. 135, Bldg. 12, SOBC, Albany, NY 12240.

PROJECT HAS BEEN COMPLETED/CANCELED:

Date _____
Signature _____
Title _____

For additional information, contact the following District Offices:

Albany (518) 457-2744
Binghamton (607) 721-8005
Buffalo (716) 847-7159
Hempstead (516) 485-4878
New York City (212) 352-6088
PW-200 (6-98)

Syracuse (315) 428-4056
Rochester (716) 258-4505
Utica (315) 793-2314
White Plains (914) 997-9507

CONTRACT REQUIREMENTS

Each public work contract to which the State, a public benefit corporation, a municipal corporation or a commission appointed pursuant to law is a party and which may involve the employment of laborers, workers or mechanics, shall comply with the requirements of Article 8 (Sections 220-223) of the New York State Labor Law:

1. No laborer, worker 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 the extraordinary emergencies set forth in the Labor Law or where a dispensation is granted by the Commissioner of Labor.
2. Each laborer, worker or mechanic employed by the contractor or subcontractor shall be paid not less than the prevailing rate of wages as indicated on the wage schedule provided by the Department, Bureau of Public Work. The prevailing rate of wage shall be annually determined no later than thirty days prior to July 1st of each year. The prevailing rate of wage for the period commencing July first of such year through June thirtieth, inclusive of the following bargaining agreements for the same period, including those increases for such period which are directly ascertainable from such collective bargaining agreements.
(See Sections 220.3, 220.5)
3. It shall be the duty of the department of jurisdiction to file with the fiscal officer, the classification of workers mechanics and laborers to be employed on a public work project, together with a statement of the work to be performed by each classification. (See Section 220.3-a)
4. The contractor and every subcontractor shall post in a prominent and accessible place at the work site a statement of all wage rates and supplements to be paid or provided for the various classes of mechanics, workers or laborers. (See Section 220.3-a)
5. No employee shall be deemed to be an apprentice unless individually registered with the New York State Department of Labor. The allowable ratio of apprentices to journey-level workers in any craft classification shall not be greater than the ratio permitted to the contractor as to its work force on any job under the registered program. Any employee who is not registered as above, shall be paid or provided the prevailing wage and supplement rate for the journey level classification of work actually performed. The contractor or subcontractor will be required to furnish written evidence of registration of its program and apprentices as well as of the appropriate ratios and wage and supplement rates for the area of construction, prior to using any apprentices on the contract work. (See Section 220.3-e)
6. (a) No contractor, subcontractor, nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates. (See Section 220-e(a))
(b) No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex or national origin. (See Section 220-e(b))
Note: The Human Rights Law also prohibits discrimination in employment because of age, marital status or religion.
(c) There may be deducted from the amount payable to the contractor under the contract a penalty of fifty dollars for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract. (Section 220-e(c))

- (d) The contract may be cancelled or terminated by the State or municipality, and all moneys due or to become due thereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of the antidiscrimination sections of the contract. (See Section 220-e(d))
7. (a) All contractors or their subcontractors shall provide to their subcontractors a copy of the prevailing wage rate schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8 or the Labor Law. (See Section 220-e(d))
- (b) All subcontractors engaged by a public improvement contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the wage schedule and will pay or provide the applicable rate of wages and supplements specified therein. (See Section 220-a)

PW-3 (4-95).

ATTENTION: ALL CONTRACTORS AND SUBCONTRACTORS
ENGAGED ON PUBLIC WORK PROJECTS IN NEW YORK STATE

INTRODUCTION: Below are the major provisions of the Labor Law covering workers on public work projects.

HOURS: A laborer, worker or mechanic is permitted to work on a public work project no more than eight hours a day and no more than five days in a week, except in case of extraordinary emergency such as a fire, flood or danger to life or property. You may apply to the Bureau of Public Work for a DISPENSATION permitting workers to work additional hours or days per week on a particular public work project.

WAGES AND SUPPLEMENTS: The wages and supplements to be paid and provided for laborers, workers and mechanics employed on a public work project shall be not less than those listed in the current prevailing rate schedule for the locality where the work is performed. If a prevailing rate schedule for the project has not been provided to the prime contractor by the department of jurisdiction (i.e., the governmental entity awarding the public work contract), or to a subcontractor by the prime contractor, the applicable schedule must be obtained from the Department of Jurisdiction, who must make written application to the Bureau of Public Work, Labor Department, Building No. 12, State Office Building Campus, Albany, New York 12240.

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

PAYROLL RECORDS: Every contractor and subcontractor must keep originals or transcripts of payroll records, showing for each person employed on public work, the following:

1. Name
2. Address and phone number
3. Social Security Number
4. Occupational classification in which worked
5. Hourly wage rate paid
6. Supplements provided
7. Daily and weekly number of hours worked in each classification
8. Deductions made
9. Actual wages paid

When payroll records are requested by the Commissioner, each payroll record must be affirmed as true under the penalties of perjury which means a notarized signature to that effect. Such records must be kept on the site of the work when the contractor or subcontractor does not maintain a regular place of business in New York State and the amount of the contract exceeds \$25,000. All other contractors and subcontractors must, within 5 days after a request, produce at the work site the original payrolls or transcripts.

Every contractor and subcontractor shall submit to the Dept. of Jurisdiction within thirty days after issuance of its first payroll, and every thirty days thereafter, a transcript of the original payroll records, subscribed and affirmed as true under penalty of perjury, as provided by Article 8, Section 220, of the NYS Labor Law. The DEPARTMENT OF JURISDICTION shall receive and maintain such payroll records. The original payrolls and transcripts must be preserved for three years from the date of completion of the project.

POSTING: The current prevailing rate schedule must be posted in a prominent and accessible place on the site of the public work project.

APPRENTICES: Employees cannot be paid apprentice rates if they are not individually registered under a program or agreement registered with the Commissioner of Labor. The contractor or subcontractor will be required to furnish written evidence of the registration of its program and apprentices and of the appropriate ratio. The allowable ratio of apprentices to journeymen in any craft classification can be no greater than the ratio permitted to the contractor or subcontractor as to its work force on any job under the registered program. An employee listed on a payroll as an apprentice, who is not registered as above, must be paid the prevailing journeyman's wage rate for that classification of work.

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

INTEREST AND PENALTIES: If an underpayment of wages or supplements is found, interest must be added at the rate then in effect prescribed by the Superintendent of Banks pursuant to section 14-a of the banking law per annum from the date of underpayment to the date of the new payment, and may also include the imposition of a civil penalty not to exceed 25% of the amount due.

DEBARMENT: When final determinations have been made against a contractor or subcontractor in two instances within a six-year period determining that it willfully failed to pay or provide the prevailing rate of wages or supplements, or if there is one wilful violation that involves falsification of payroll records or kickback of wages, such contractor or subcontractor will be ineligible to bid on or be awarded a public work contract for a period of five years from the second final determination.

CRIMINAL SANCTIONS: Willful violations of the Prevailing Wage Law (Article 9 of the Labor Law) constitute a misdemeanor punishable by fine or imprisonment, or both.

DISCRIMINATION: No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status. Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment or employment training centers, notices furnished by the State Division of Human Rights.

POSTING OF OTHER NOTICES: Every employer providing worker's compensation insurance and disability benefits must post in a conspicuous place notices of such coverage in a form prescribed by the Workers' Compensation Board.

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

PW 19 (6-98)

docm: letter2b

NOTICE OF NEW PREVAILING WAGE RATE PUBLICATIONS

APPLICABLE TO ALL COUNTIES

(*) AS NOTED ON PREVAILING RATE SCHEDULES PAGES.

The annual determination of the prevailing rates of wages and supplements for workers employed on public work projects throughout the state will be published on May 31st of each year. These new rates will be in effect July 1st thru June 30th. This new determination will supersede the original schedule or any prior issued annual determination.

It is the responsibility of the contracting agency or its agents to provide all prevailing rate schedules to contractors immediately upon receipt. Any rate change from a previously issued determination becomes effective July 1st, regardless of whether the new determination has been received by the contractor.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates that additional adjustments become effective.

PW-202 (4-95)

docm: letterd

VERIFYING THE REGISTRATION APPRENTICES

Certain State and Federal Laws require that apprentices must be individually registered as such in order to be paid apprenticeship rates on Public Work.

The New York Labor Department is the official registration agency for apprentices in New York State. No other Federal or State Agency or office registers apprentices in New York State.

Each year the apprentice training central office in Albany receives hundreds of requests from Federal and State Agencies, Contractors, and other interested parties requesting verification of individual apprentice registrations.

The following information is provided in order to clarify New York State procedures.

All registered apprentices in New York State are individually registered by name, address, social security number, starting date of training, and other related data.

This information is computerized and is available ONLY through the Albany Apprentice Training Central Office.

Persons wishing to verify the apprentice registration of any individual should write to the Senior Employment Consultant, New York State Department of Labor, Job Service and Training Division, Building 12, Room 223, State Office Building Campus, Albany, New York 12240.

All inquiries MUST include name and social security number and will be answered in writing. The response will indicate whether or not the individual is registered, and if so, will provide other pertinent information regarding the registration.

The only conclusive proof of individual apprentice registration is written verification from the Albany Apprentice Training Central Office. Neither Federal nor State Apprentice Training Offices outside Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any individual is registered in that program.

Furthermore, the existence or possession of wallet cards, identification cards or copies of state forms are not conclusive proof of the registration of any individual as an apprentice.

PW-203 (4-95)

docm: letter2e



NEW YORK STATE DEPT. OF LABOR
Bureau of Public Work
State Office Building Campus
Albany, NY 12240

NIA.FRONT.TRANSF AUTH.

Schedule Type

COMPLETE 1998A
Date 11/05/98

HAROLD W. MATUSZAK, MGR. ENGR.
NIAGARA FRONTIER
TRANSPORTATION AUTHORITY
181 ELLICOTT STREET
BUFFALO NY 14203

Prevailing Rate Case No.

9808345 01
PROJECT ID #: NONE
PROJ. NO. 31GG9014
DEMOLITION OF BUFFALO
AIRPORT CTR., GENESEE ST.

ERIE COUNTY
AGY. OF JURIS. : OTHER NEW YORK STATE AGENCY
NAT. OF PROJECT: OTHER RECON, MAINT, REPAIR, ALT

Copies of the wage and supplement schedule for the Public Work project identified above are enclosed herewith.
Sec.220.3a of the Labor Law requires that certain information be furnished to the Commissioner of Labor.

Accordingly, you MUST complete ONE of these requests for EACH prime contract let immediately upon
notifying a successful bidder for this Public Work project. Photocopy as many blank forms as required to
supply one for each contractor.

Return this request to the address given above

- ☐ Project CANCELLED, POSTPONED or assigned to agency's own employees. If reactivated, new rates and
supplements will be requested.
- ☐ CONTRACT AWARDED: (check one and indicate date of first legal instrument which bound agency to contract.)
- ☐ Letter of Intent _____ ☐ Contract Signed _____ ☐ Resolution _____

Work to be done by this prime contractor:

Type of Contract: CHECK APPLICABLE TYPE

☐ (01) General Construction
☐ (04) Plumbing

☐ (02) Heating/Ventilation
☐ (05) Other _____

☐ (03) Electrical

Contractor Information: ALL INFORMATION MUST BE SUPPLIED

Federal Employer Identification Number: _____

Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Amount of Contract _____

Approximate Starting Date: ____/____/____

Approximate Completion Date: ____/____/____

Estimated Date Entire Project Will be Completed: ____/____/____

CONTRACTS NOT YET AWARDED

Type of Contract (Check all applicable contract types)

☐ (01) General Construction
☐ (04) Plumbing

☐ (02) Heating/Ventilation
☐ (05) Other _____

☐ (03) Electrical

Signature _____

Date _____

Prevailing Rate Schedule

Department of Labor

New York State

-----Case Number-----

9808345
ERIE

1998A

INSTRUCTIONSPREVAILING RATE SCHEDULE INFORMATION

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

PAID HOLIDAYS

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

OVERTIME

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

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is for each hour worked, some classifications require the payment or provision of supplements for each hour paid (this may include paid holidays on which no work is performed) and/or may require supplements to be paid or provided at a premium rate for premium hours worked.

Effective Dates

When you review the schedule for a particular trade or occupation, your attention should be directed to the dates above the column(s) of rates. These are the dates that any adjustments become effective. However, if the last date listed in a particular occupation is prior to June 30 of the current year, the rate listed for that time period is valid until the new annual determination takes effect on July 1 of that year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements and, if the department of jurisdiction does not provide a copy of the current annual determination on or before July 1, you should contact the Bureau of Public Work for the correct information.

Workers Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage under the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

- Contractor to be awarded contract must provide proof of Workers' Compensation coverage prior to being allowed to begin work.
- The policy of insurance must be issued by a company authorized to provide Workers' Compensation coverage in this state.

-Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

-If New York State coverage is added to an existing out of state policy, it can only be added to a policy of a company authorized to write Workers' Compensation coverage in this state, and the coverage must be listed under item 3A of the information page.

-The contract must maintain proof that subcontractors doing work covered under this contract secure and maintain a Workers' Compensation policy for all employees working in New York State.

If you have any questions concerning the attached schedule or would like additional information, please contact the BUREAU of PUBLIC WORK at (518) 457-5589 or write to the NEW YORK STATE DEPARTMENT of LABOR, BUREAU of PUBLIC WORK, BUILDING 12, STATE OFFICE BUILDING CAMPUS, ALBANY, NEW YORK 12240. (6/30/98)

OVERTIME

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

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

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-
- (S) Two and one half times the hourly rate for Holidays, if worked.
 - (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays. One and one half times the hourly rate all additional hours.
 - (T) Triple the hourly rate for Holidays, if worked.
 - (U) Four times the hourly rate for Holidays, if worked.
 - (V) Including benefits at SAME PREMIUM as shown for overtime.
 - (W) Time and one half for benefits on all overtime hours.
- NOTE: BENEFITS are PER HOUR WORKED, for each hour worked, unless otherwise noted

HOLIDAYS

PAID

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

OVERTIME

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

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

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

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ASBESTOS WORKER
WAGES(per hour)

6/01/97-
5/31/98

Asbestos Worker..... \$ 20.79

OVERTIME PAY: See (B. 0*Note) on OVERTIME PAGE.
*Note- Triple time on Labor Day if WORKED.

HOLIDAYS:

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

APPRENTICES: (1) year terms at the following percentage of Journeyman's wage.

1st.	2nd.	3rd.	4th.
45%	60%	70%	80%

SUPPLEMENTAL BENEFITS: (per hour worked)

Journeyman	\$8.58
Apprentice	8.48

3-4

BOILERMAKER

<u>WAGES(per hour)</u>	5/16/98- 5/15/99	5/16/99- 5/15/00
------------------------	---------------------	---------------------

Boilermaker..... \$ 22.60 Aditt.
.90/hr

OVERTIME PAY: See (B. E. 0) on OVERTIME PAGE.

HOLIDAYS:

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

APPRENTICES: (1/2) year terms at the following percentage of Journeyman's wage.

1st.	2nd.	3rd.	4th.	5th.	6th.	7th.	8th.
60%	65%	70%	75%	80%	85%	90%	95%

SUPPLEMENTAL BENEFITS:(per hour worked)

\$ 10.41* Note

* Note - For overtime hours \$6.60 of the listed supplement amount is to be paid at the required premium rate.

3-7

ELEVATOR

<u>WAGES(per hour)</u>	7/01/98- 6/30/99	7/01/99- 6/30/00	7/01/00- 6/30/01	7/01/01- 6/30/02	7/01/02- 6/30/03
------------------------	---------------------	---------------------	---------------------	---------------------	---------------------

Elevator Constructor...	\$ 25.795	26.675	27.565	28.455	29.345
Helper (70%).....	18.06	18.94	19.83	20.72	21.61

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	12.90	13.78	14.67	15.56	16.45
Helper (50%).....					

OVERTIME PAY: See (D, M, T) on OVERTIME PAGE.

HOLIDAYS:

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

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

SUPPLEMENTAL BENEFITS: (per hour worked)*

6.405	6.675	6.935	7.195	7.455
-------	-------	-------	-------	-------

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

3-14

CARPENTER - Building and Heavy HighwayWAGES(per hour) 5/15/98-
5/14/99

Piledriver.....	21.63
Dockbuilder.....	21.63

Marine Construction:	
Marine Diver.....	30.50
Marine Tender.....	21.63

Additional 2.50 for hazardous waste projects
OVERTIME PAY: See (B, E, Q, V) on OVERTIME PAGE.HOLIDAYS:

Paid: See (1) on HOLIDAY PAGE.

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

SUPPLEMENTAL BENEFITS: (per hour worked)

12.30

3-1978

North of Whitenaven Road in the Town of Grand Island.
THE FOLLOWING RATE APPLIES:CARPENTER- Building and Heavy/Highway

WAGES(per hour)	7/01/98- 6/30/99	7/01/99- 6/30/00
Carpenter.....\$	22.09	addit.
Carpenter Welder.....	22.59	.90
Cert. Carp. Welder...	23.09	
Millwright.....	22.19	
Millwright Welder.....	22.69	
Cert. Mill. Welder....	23.19	
Protective Clothing...	23.34	
Using Air Supply Resp.	26.09	

OVERTIME PAY: See (B, E, Q, V) on OVERTIME PAGE .

HOLIDAYS:

Paid: See (1) on HOLIDAY PAGE .

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

APPRENTICES: (1) year terms at the following rates.
1st. 2nd. 3rd. 4th.

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9.00 9.50 11.00 12.00

SUPPLEMENTAL BENEFITS:(per hour paid)

Journeypersons \$12.70
Apprentices 6.36

280/322b

Remainder of County.
THE FOLLOWING RATE APPLIES:

CARPENTER - Building and Heavy Highway

WAGES(per hour) 5/15/98-
5/14/99

Building:
Carpenter..... \$ 21.63
Floorlayer..... 21.63
Millwright..... 21.63
Heavy/Highway:
Carpenter..... 21.63
Millwright..... 21.63

OVERTIME PAY: See (B, E, Q, V) on OVERTIME PAGE.

HOLIDAYS:

Paid: See (1) on HOLIDAY PAGE.

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

APPRENTICES: (1/2) Year terms at the following percentage of Journeyperson's wage. For Apprentices prior to 6/1/97.

1st.	2nd.	3rd.	4th.	5th.	6th.	7th.	8th.
60%	65%	70%	75%	80%	85%	90%	95%

APPRENTICES: (1) Year terms at the following percentage of Journeyperson's wage. For Apprentices after 5/31/97.

1st	2nd	3rd	4th
9.00	9.50	11.00	12.00

SUPPLEMENTAL BENEFITS:(per hour worked)

JOURNEYPERSONS \$ 12.32
APPRENTICES:
Prior to 6/1/97 12.32
After 5/31/97 1st year 3.50
2nd to 4th year 5.50

3-BDC

GLAZIER

WAGES(per hour) 5/04/98- 5/03/99-
5/02/99 4/30/00

Addit.

Glazier..... \$ 19.97 1.12/hr
Working off Suspended
Scaffold (Swing Stage) 20.47

OVERTIME PAY: See (B, F) on OVERTIME PAGE .

HOLIDAYS:

Paid: See (1) on HOLIDAY PAGE .

Overtime: See (5, 6) on HOLIDAY PAGE

APPRENTICES: (1/2) year terms at the following percentage of journeymen's wage.

1st.	2nd.	3rd.	4th.	5th.	6th.	7th.	8th.	9th.	10th.
36%	40%	44%	48%	52%	56%	60%	64%	70%	80%

SUPPLEMENTAL BENEFITS: (per hour worked)

Journeymen	\$ 7.40
Appr 1st and 2nd term	3.83
Appr 3rd and 4th term	4.68
Appr 5th and 6th term	5.58
Appr 7th and 8th term	6.13
Appr 9th and 10th term	6.68

3-660

LABORER

CLASS A - Basic, Boat Safety Man, Flagman, Security & Safety Man, Tool Room Man, Nurseryman, Demolition Worker, Top Man, Wrecker, IBC Barriers Except on Structures, and Guard Rail

CLASS B - Asphalt Shovelers.

CLASS C - Foundation Laborer over 8' in Depth, Hod Carriers, Plaster Tender,

Plaster Scaffold Builder, Pneumatic Gas, Electric Tool oper. including all forms of Busters, Jackhammers & Chipping Guns, Steel Burners.

CLASS D - Mortar Mixer.

CLASS E - Asphalt Smoothers.

CLASS F - Pneumatic Gas Electric Tool Oper. including all forms of Busters

Jackhammers, & Chipping Guns over 8' in depth.

CLASS G - Worker on any Swing Scaffold, Blaster, Plumbing Laborer, Wagon Drill Oper, Bottomman (caisson or cofferdam), Laser Setter.

CLASS H - Asphalt Rakers, Asphalt Screed Man.

CLASS I - Stone Cutter.

CLASS J - Curb Setter and Flag Layer

CLASS K - Asbestos Removal, Deleader.

CLASS L - Hazardous Waste Worker.

WAGES (per hour) 7/01/98-
6/30/99

Laborer (Bldg):	
" CLASS A.....\$	17.65
" CLASS B.....	17.73
" CLASS C.....	17.75
" CLASS D.....	17.80
" CLASS E.....	17.82
" CLASS F.....	17.85
" CLASS G.....	17.90
" CLASS H.....	17.93
" CLASS I.....	18.25
" CLASS J.....	18.58
" CLASS K.....	18.65
" CLASS L.....	19.65

OVERTIME PAY: See (B, F, R) on OVERTIME PAGE.

HOLIDAYS:

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Paid: See (1) on HOLIDAY PAGE.
Overtime: See (5, 6) on HOLIDAY PAGE.
APPRENTICES: (1000 hr) terms at the following percentage of
journeyperson's wage.

1st	2nd	3rd	4th
55%	65%	75%	85%

SUPPLEMENTAL BENEFITS:(per hour worked)

\$ 10.60

3-210

MASON

WAGES(per hour)	7/01/96- 6/30/97	7/01/97- 6/30/98	7/01/98- 6/30/99
BRICKLAYER.....	\$ 21.24	21.88	22.52
TILE/TERRAZZO.....	20.80	21.45	22.09
MARBLE SETTER.....	20.665	21.305	21.945
TUCK POINTER.....	20.74	21.38	22.02

OVERTIME PAY: See (B. E. Q) on OVERTIME PAGE

HOLIDAY:

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

APPRENTICES: (1) year terms at the following percentage of
Journeyman's
wage (Bricklayer).

1st.	2nd.	3rd.	4th.
45%	55%	65%	80%

SUPPLEMENTAL BENEFITS:(per hour worked)

Journeymen	\$10.90	11.06	11.22
Apprentices			
1st. term	3.32	3.33	3.34
2nd. term	3.49	3.50	3.51
3rd. term	6.19	6.20	6.21
4th. term	6.77	6.78	6.79

3-45/1b

MASON - Building

WAGES(per hour)	7/01/97- 6/30/98	7/01/98- 6/30/99
Tile Finisher.....	\$ 16.47	16.61
Terrazzo Finisher.....	16.57	16.71
Improver-1st. 1000 hrs.	8.53	8.67
Improver-2nd. 1000 hrs.	11.53	11.67
Finisher after 2000 hrs.	16.47	16.61

Finisher to Improver minimum ratio (5:1)

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

HOLIDAY:

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5.6) on HOLIDAY PAGE

SUPPLEMENTAL BENEFITS:(per hour worked)

\$6.59 6.83 7.09

3-45terr/h

MASON-Building

WAGES(per hour)	4/01/96- 3/31/97	4/01/97- 3/31/98	4/01/98- 3/31/99
Building:			
Plasterer.....	24.26	24.26	24.26

Additional 2.00/hr for work on swing stage over 20 feet

OVERTIME PAY: See (B, E, Q) on OVERTIME PAGE.

HOLIDAY:

Paid: See (1) on HOLIDAY PAGE.

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

APPRENTICES: Hour terms at the following wage.

0-1000	1000 to 2000	2000 to 3000	3000 to 4000	4000 to 5000
\$9.80	13.80	16.80	19.80	23.85

SUPPLEMENTAL BENEFITS:(per hour worked)

5.00 6.00 6.80

3-9

MASON - Building and Heavy/Highway

WAGES(per hour)	7/01/98- 6/30/99
Cement Mason.....	24.24
" Swing Scaffold	25.54
" Exterior Scaffold	
Over 42' High	24.50
Rock Tunnel.....	26.63

OVERTIME PAY: See (B, E, Q, V) on OVERTIME PAGE.

HOLIDAY:

Paid: See (1) on HOLIDAY PAGE.

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

APPRENTICES: (1/2) year terms at the following percentage of journeyperson's wage.

1st.	2nd.	3rd.	4th.	5th.	6th.
60%	65%	70%	75%	80%	95%

SUPPLEMENTAL BENEFITS:(per hour worked)

Journeymen 9.10
Apprentices - Supplements paid at the same percentage rate as wages.

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3-511h

ROOFER

WAGES(per hour)	6/01/96- 5/31/97	6/01/97- 5/31/98	6/01/98- 5/31/99
Slate, Tile, Asbestos..	\$19.13	19.58	19.85
Precast tile / slabs...	19.13	19.58	19.85
Crete / gypsum planks..	19.13	19.58	19.85
Waterproofer/Composition	18.98	19.43	19.70

OVERTIME PAY: See (B. B1) on OVERTIME PAGE .

HOLIDAY:

Paid: See (1) on HOLIDAY PAGE.

Overtime: See (5. 6) on HOLIDAY PAGE.

APPRENTICES: () hour terms at the following percentage of Journeyperson's wage.

0 to 1000	to 2000	to 3000	to 4000	to 5000	to 6000
50%	55%	60%	70%	80%	90%

SUPPLEMENTAL BENEFITS:(per hour worked)

Journeyman's	\$ 6.55	6.90	7.43
Appr. 1st 2000 hrs. No supplements		6.90	7.43
Appr 3rd - 6th term	6.55		

3-74

SHEETMETAL WORKER

WAGES(per hour)	5/18/98- 5/16/99	5/17/99- 5/15/00
Sheetmetal Worker....	\$ 22.50	Addit. .30/hr

Additional \$.50 per hour for work 30' above floor on boatswain chair.
Additional \$1.00 per hour for work in "Hot" areas of Atomic Laboratories.

OVERTIME PAY: See (B. E. O.) on OVERTIME PAGE.

HOLIDAY:

Paid: See (1) on HOLIDAY PAGE.

Overtime: See (5.6.16) on HOLIDAY PAGE.

APPRENTICES: (1) year terms at the following rate.

1st.	2nd.	3rd.	4th.
10.80	10.70	12.15	14.84

SUPPLEMENTAL BENEFITS:(per hour worked)

Journeyperson	\$ 9.11*
Appr. 1st year	7.31**
Appr. 2nd year	8.08***
Appr. 3rd year	8.21****
Appr. 4th year	8.44*****

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WAGES(per hour)

1/01/99-
5/31/99

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

HOLIDAY:

PAID: See (1) on HOLIDAY PAGE.

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

APPRENTICES: (1/2) year terms at the following percentage of Journeyperson's

1st.	2nd.	3rd.	4th.	5th.	6th.	7th.	8th.	9th.	10th.
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS (per hour worked)

Journeyman & Apprentices		8.95
indentured prior to 9/18/95	\$8.85	
Apprentices indentured on		5.21
or after 9/18/95 - 1st term	5.11	
2nd - 8th term	5.85	5.95
9th - 10th term	6.60	6.70

3-703

WAGES(per hour)

5/01/99-
4/30/00

5/01/00-
4/30/01

Steamfitter.....	\$ 22.30
Hazmat work.....	23.30

Addit.
.90/hr

Addit.
.90/hr

OVERTIME PAY: See (B1*, Q) on OVERTIME PAGE.
* 9th and 10th hour on Saturday to be paid at time and one half.

HOLIDAY:

HOLIDAY:
Paid: See (1) on HOLIDAY PAGE.

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

APPRENTICES: (1) Year terms at the following percentage of Journeymen's wage.

1st.	2nd.	3rd.	4th.	5th.
40%	50%	60%	70%	85%

SUPPLEMENTAL BENEFITS: (per hour worked)

Journeymen

9.26 =

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Apprentices

7.02**

* Note - \$5.61 of this amount to be paid at the same premium as the wages.
 ** Note - \$4.52 of this amount to be paid at the same premium as the wages.

3-395

TEAMSTER- Building & Heavy/Highway

Truck Driver:
 GROUP 1: Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers.
 GROUP 2: Tandems and Batch Trucks, Mechanics, Dispatcher.
 GROUP 3: Semi-Trailers, Low-Boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles. Truck Mechanic, Fuel Trucks.
 GROUP 4: Specialized Earth Moving Equipment, Euclid type, or similar off-highway, where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck.
 GROUP 5: Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

WAGES(per hour)	7/01/97- 6/30/98	7/01/98- 6/30/99	7/01/99- 6/30/00
-----------------	---------------------	---------------------	---------------------

All Groups.....	17.25	18.05	18.85
-----------------	-------	-------	-------

OVERTIME PAY: \$ 25.875 For all OVERTIME hours.

HOLIDAY:

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

SUPPLEMENTAL BENEFITS:(per hour worked)

\$ 4.575*	4.575*	4.575*
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*Note-\$2.225 of this amount is paid on first 40 hrs. only

3-449

Dump Truck Operator.....\$ 12.65

OVERTIME PAY: See (3, 6) on OVERTIME PAGE attached.HOLIDAY:

Paid: See (1) on HOLIDAY PAGE attached.
 Overtime: See (1) on HOLIDAY PAGE attached.

SUPPLEMENTAL BENEFITS:(per hour worked)

\$ 1.90

SURVEY CREW - Building

SURVEY CLASSIFICATIONS: Party Chief- One who directs a survey party.
 Instrumentman- One who runs the instrument and assists the Party Chief.
 Rodman- One who holds the rods and in general, assists the survey party.

WAGES:(per hour)	6/01/97 5/31/98	6/01/98 5/31/99	6/01/99 5/31/2000
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Survey Rates-Building:	\$20.53	\$20.93	\$21.33
Party Chief.....	18.04	18.44	18.44
Instrument/Rodperson			

Additional \$3.00 per hour for work in a tunnel.
In Allegany, Chemung, Erie, Eastern part of Genesee, Livingston, Monroe,
Ontario, Schuyler, Steuben, Wayne & Yates Counties an additional 2.50 per
hour for work in hazardous waste area. In all other locations an added 2.00
per hr for this work.

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

HOLIDAYS:

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

APPRENTICES: (1000) hour terms at the following wage rates.

	1st	2nd	3rd
6/01/97	\$ 9.00	11.29	13.54
6/01/98	9.20	11.54	13.84
6/01/99	9.40	11.74	14.14

SUPPLEMENTAL BENEFITS: (per hour worked)

	\$ 9.95	\$10.35	\$10.85
Journeyman	5.00	5.20	5.40
Appr 1st	6.20	6.45	6.70
Appr 2nd	7.45	7.75	8.05
Appr 3rd			

6-545D-b/west

ELECTRICIAN

WAGES(per hour)	6/01/98- 5/31/99	6/01/99- 5/31/00
Electrician.....	\$ 22.54	Addit.
Cable Splicer.....	23.54	1.00

An additional \$1.00 per hour for Hot work (Atomic plants).
An additional \$.50 per hour for High work (30' above floor) and Shaft
work

(over 25' deep or tunnels over 75' long).
An additional \$1.25 per hour for (climbers) working on radio,TV or light
towers more than 100 feet.

OVERTIME PAY: See (B, E, Q) on OVERTIME PAGE .

HOLIDAYS:

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5,6) on HOLIDAY PAGE

APPRENTICES: terms at the following rates.

0-1000hrs	to 2000hrs	to 3500hrs	to 5000hrs	to 6500hrs	to 8000hrs
35%	40%	45%	55%	70%	80%

SUPPLEMENTAL BENEFITS:(per hour worked)

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ERIE

Journeyman	\$ 10.05 plus 3% of Wage
Appr 0-2000 hrs	\$ 4.20 plus 3% of Wage
Appr 2000 to 6500 hrs	\$ 8.05 plus 3% of Wage
Appr 6500 to 8000 hrs	\$ 10.05 plus 3% of Wage

Interconnect - Security - Sound ***

WAGES(per hour)	3/01/98 8/31/98	9/01/98 8/01/99	9/01/99 8/31/00
Cabler****	8.25	8.50	8.75
Installer	13.55	13.95	14.20

OVERTIME PAY: See (B. E. O) on OVERTIME PAGEHOLIDAYS:

Paid: See (1) on HOLIDAY PAGE

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

SUPPLEMENTAL BENEFITS: (per hour worked)

Cabler hired after 1/1/96	1.22*	1.22*	1.22*
All other Cablers and Installers	2.07*	2.17*	2.27*

* Note - add 3% of the wage.

*** This rate may be used for maintenance work on Fire Alarms and Temperature Controls. For all new work on Fire Alarms and Temperature Controls use the "Regular" Electrician Rates.

**** First man on the job must be an installer.

3-41

LINEMAN LINEMAN/ELECTRIC

WAGES(per hour)	5/31/98 5/01/99	5/02/99 4/29/2000	4/30/2000 4/29/2001
Lineman/Tech./Welder	\$28.45	29.17	29.85
Dynamite/Cable splicer	28.45	29.17	29.85
Digging Mach.....	25.61	26.25	26.87
Tract Trlr Driver.....	24.18	24.79	25.37
Truck Dr/Groundman.....	22.76	23.34	23.88
Mech. 1st Class.....	22.76	23.34	23.88
Mech. 2nd Class/Flagman	17.07	17.50	17.91

Additional 1.00 per hr. for crew on helicopter job.

Above rates applicable on all overhead Transmission line work where other construction trades are or have been involved.

Lineman/Technician.....	27.24	27.96	28.64
Dynamite/welder.....	27.24	27.96	28.64
Digging Mach.....	24.52	25.16	25.78
Trctr Trlr Driver	23.15	23.77	24.34
Truck Dr/Groundman.....	21.79	22.37	22.91
Mech. 1st Class.....	21.79	22.37	22.91
Mech. 2nd Class.....	16.34	16.78	17.18

Prevailing Rate Schedule

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	16.34	16.78	17.18
Flagman.....	28.60	29.36	30.07
Certified Welder.....	29.96	30.76	31.50
Cable Splicer			

Additional 1.00 per hour on helicopter job..

Above rates apply on Switching Structures, Maintenance projects,
Railroad Catenary install/maint, Third rail installation, Bonding
of Rails and pipe type cable installation.

	25.95	26.68	27.36
Lineman /Tech/Dynamite	25.95	26.68	27.36
Welder/Cable Splicer	23.36	24.01	24.62
Digging Machine Operator	22.06	22.68	23.26
Tractor Trailer Driver	20.76	21.34	21.89
Truck Driver/Groundman	20.76	21.34	21.89
Mech. 1st Class.....	15.57	16.01	16.42
Mech. 2nd Class/Flagman			

Additional 1.00 per. hr. for crew on helicopter job.

Above rates applicable on all overhead and underground distribution and
maintenance work, and all overhead and underground transmission line
work
where no other construction trades are or have been involved.

	26.88	27.26	27.36
Lineman/tech/welder.....	29.57	29.99	30.10
Cable splicer.....			
Certified welder (pipe-type cable).....	28.22	28.62	28.73
Digging machine operator	24.19	24.53	24.62
Tractor trailer driver..	22.85	23.17	23.26
Mechanic 1st class.....	21.50	21.81	21.89
Groundman/Truck driver..	21.50	21.81	21.89
Mechanic 2nd class/flagman	16.13	16.36	16.42

Additional \$ 1.00 per hour for crew on helicopter job.

Above rates applicable on all electrical SUB-STATIONS and all other
work not defined as "Utility outside electrical work".

OVERTIME PAY: See (B. E. Q.) on OVERTIME PAGE.

HOLIDAYS:

Paid: See (5. 6. 8. 13. 25) on HOLIDAY PAGE plus Gov. Election Day.
Overtime: See (5. 6. 8. 13. 25) on HOLIDAY PAGE plus Gov Election Day.
SUPPLEMENTS for holidays paid at straight time.

The following APPRENTICE rates and the following SUPPLEMENTAL benefits
apply
to all classification categories of CONSTRUCTION, TRANSMISSION and
DISTRIBUTION.

APPRENTICES: (1000) hr terms at the following percentage of Journeyman's
wage.

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

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SUPPLEMENTAL BENEFITS: (per Hour worked including above listed holidays.

\$ 6.75	6.85	7.00
plus	plus	plus
7.5% of wage	7.5% of wage	7.5% of wage

6-1249a

LINEMAN/ELECTRIC

<u>WAGES</u> (per hour)	5/31/98 5/01/99	5/02/99 4/29/2000	4/30/2000 4/29/2001
Certified Welder... ..	24.24	25.00	25.71
Lineman/Technician.....	23.09	23.81	24.49
Digging Mach.....	20.78	21.43	22.04
Tractor trailer driver.	19.63	20.24	20.82
Truck Driver/groundman.	18.47	19.05	19.59
Mechanic 1st Class.....	18.47	19.05	19.59
Mechanic 2nd Class/Flagman	13.85	14.29	14.69

Above rates applicable on ALL Lighting and Traffic Signal Systems with the installation, testing, operation, maintenance and repair of all traffic control and illumination projects, traffic monitoring systems and road weather information systems.

OVERTIME PAY: See (B. E. O.) on OVERTIME PAGE.

HOLIDAYS:

Paid: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Gov Election Day.
Overtime: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Gov Election Day.
Supplements paid at STRAIGHT TIME rate for holidays.
Overtime: (5, 6, 8, 13, 25)
The following APPRENTICE Rates and the following SUPPLEMENTAL BENEFITS apply to all classifications.

APPRENTICES: (1000) hour terms at the following percentage of Journey's wage.

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

SUPPLEMENTAL BENEFITS: per Hour Worked including above listed holidays.

\$ 6.75	6.85	7.00
plus	plus	plus
7% of wage	7% of wage	7% of wage

NOTE(S): Each employee in a helicopter crew to receive \$ 1.00 above regular pay rate.

6-1249a-LT

LINEMAN - Pole TreaterWAGES(per hour)

6/01/98

POLE TREATER AND MAINTENANCE

Pole treater 1st (Minimum 1 year experience)	\$10.70
Pole treater 2nd (Minimum 6 months experience)	10.13
Pole treater 3rd (Minimum 3 months experience)	9.57
Inexperienced treater (Less than 3 months)	9.01

OVERTIME PAY: See (B. H) on OVERTIME PAGE.

HOLIDAYS

Paid : See (5, 6, 8, 10, 15) on HOLIDAY PAGE.
Overtime : See (5, 6, 8, 10, 15) on HOLIDAY PAGE.

SUPPLEMENTAL BENEFITS:(per hours worked including the above listed holidays)

\$ 3.05
plus 3%
of wage

*NOTE.....ABOVE RATES APPLICABLE THROUGHOUT THE ENTIRE STATE EXCEPT THE FOLLOWING COUNTIES: BRONX, KINGS, NEW YORK COUNTY, QUEENS, RICHMOND, NASSAU, AND SUFFOLK COUNTIES.

6-1249pole

LINEMAN-TREE CLEARANCE/TRIMMING

Applies to line clearance, tree work and right-of-way preparation on all new or existing overhead electrical, telephone and CATV lines.

<u>WAGES</u> (per hour)	01/01/98 12/31/98	01/01/99 12/31/99	01/01/2000 12/31/2000
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Tree Trimmer:	\$ 14.55	14.91	15.28
Treeman.....	12.89	13.21	13.54
" Equip. Operator.	12.89	13.21	13.54
" Mechanic.....	10.59	11.22	11.50
" Truck Driver....	9.07	9.30	9.53
" Inexperienced Grosman	6.56	6.72	6.89
" Flagman			

OVERTIME PAY: See (B. E. Q) on OVERTIME PAGE.

HOLIDAYS:

Paid: See (5, 6, 8, 10, 15, 16) on HOLIDAY PAGE.
Overtime: See (5, 6, 8, 10, 15, 16) on HOLIDAY PAGE.
Supplements paid at STRAIGHT TIME rate for holidays.
Overtime: (5, 6, 8, 10, 15, 16)

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\$ 3.55 plus 3% of wage	3.65 plus 3% of wage	3.75 plus 3% of wage
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IRONWORKER

PWR-26

9808345
ERIE

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THE FOLLOWING RATE APPLIES:

IRONWORKER

WAGES(per hour) 6/01/98-
5/31/98

Structural.....	\$ 20.01
Ornamental.....	20.01
Layout.....	20.51
Rodmen.....	20.01
Reinforcing.....	20.01
Pre Cast Conc. Erect...	20.01
Welder.....	20.01
Riggers & Mach. Movers.	20.01
Window Erector.....	18.61
Chain Link Fence.....	18.61

OVERTIME PAY: See (B. E. Q. V) on OVERTIME PAGE .

HOLIDAYS:

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

APPRENTICES: (1) year terms at the following wage.

1st.	2nd.	3rd.	4th.
12.08	13.08	14.08	15.08

SUPPLEMENTAL BENEFITS:(per hour paid)

Journeyperons- except	\$ 12.74
Chain Link Fence	
Apprentices	11.24
Chain Link Fence	11.24

3-6

Town of Grand Island north of Whitenaven Rd.
THE FOLLOWING RATE APPLIES:

PAINTER

WAGES(per hour) 6/01/98-
5/31/99

Basic.....	\$ 19.00*
Taper.....	19.25
Struct. Steel & Bridge	20.00
Spray.....	20.00
Sand/Water Blasting...	20.00
Bridge (over Niagara).	21.00
Vinyl/Papernanger.....	20.00
Swing Scaffold or Boatswain	
Chair or Steeplejack..	20.00
Stage or Chair on building	
over 25'.....	20.00
Watertank w/legs over 50'	21.00
* For hazardous, confined space or lead abatement work 15% above basic wage is required.	

OVERTIME PAY: Bridgework See (B. E. E4, Q) on OVERTIME PAGE.
OVERTIME PAY: All other work See (B. E. Q) on OVERTIME PAGE.

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HOLIDAY:

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

APPRENTICES: (1/2) year terms at the following percentage of
Journeyman's wage.

1st.	2nd.	3rd.	4th.	5th.	6th.	7th.	8th.
40%	40%	50%	50%	60%	70%	80%	90%

SUPPLEMENTAL BENEFITS:(per hour worked)

\$ 9.80

3-65

Remainder of County.
THE FOLLOWING RATE APPLIES:

PAINTER

WAGES(per hour)

5/01/98-
4/30/99

Brush & Roller.....	\$ 19.25
Struct. Steel & Bridge.	20.00
Bridge (over 35ft)....	21.15
Taper/DryWall Finisher.	19.75
Spray/Wall Covering/Sand Blast	
Swing Scaffold/Hung Rigging	
Water Hydro Blasting and Appl.	
of all Special Coatings	19.50

OVERTIME PAY: exterior work only See (B.E4.F.R) on OVERTIME PAGE.
OVERTIME PAY: all other work See (B.F.R) on OVERTIME PAGE.

HOLIDAY:

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

APPRENTICES: (1/2) year terms at the following percentage of
Journeyman's wage.

1st.	2nd.	3rd.	4th.	5th.	6th.
40%	45%	50%	65%	75%	90%

SUPPLEMENTAL BENEFITS:(per hour worked)

Journeyman	\$ 10.45
Appr. 1st & 2nd term	5.79
Appr. all other terms	9.40

3-4

PLUMBER

<u>WAGES</u> (per hour)	05/01/98- 11/01/98- 05/01/99- 11/01/99- 05/01/00-
11/01/00	10/31/98 04/30/99 10/31/99 04/30/00 10/31/00
04/30/01	

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	Addit.	Addit.	Addit.	Addit.
Aditt. Plumber.....	\$ 20.92	.57/hr	.57/hr	.57/hr
.57/hr		.57/hr		
Hazmat work.....	21.92			

OVERTIME PAY: See (B1*, Q) on OVERTIME PAGE.
* 9th and 10th hour on Saturday to be paid at time and one half.

HOLIDAY:

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

APPRENTICES: (1) year terms at the following percentage of Journeymen's wage.

1st	2nd	3rd	4th	5th
40%	50%	60%	70%	85%

SUPPLEMENTAL BENEFITS: (per hour worked)

Journeymen	\$ 9.31*
Apprentices	6.93**

* Note - \$6.26 of this amount paid at the same premium as the wages.
** Note - \$4.86 of this amount paid at the same premium as the wages.

3-36/bu

WELDER

Welder To be paid the rate of the mechanic performing the work.

SURVEY CREW - Consulting Engineer

Feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a consulting engineer agreement.

SURVEY CLASSIFICATIONS:

Party Chief- One who directs a survey party.
Instrumentman- One who runs the instrument and assists the Party Chief.
Rodman- One who holds the rods and in general, assists the survey party.

WAGES: (per hour)	6/01/97	6/01/98	6/01/99
	5/31/98	5/31/99	5/31/2000
Survey Rates:			
Party Chief.....\$	19.53	\$19.93	\$20.33
Instrument/Rodperson..	17.04	\$17.44	\$17.84

Additional 3.00 per hr. for work in a tunnel.
Additional 2.50 per hr. for DEC or EPA certified toxic or hazardous waste work.

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

HOLIDAY:

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

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SUPPLEMENTAL BENEFITS: (per hour worked)

\$ 9.95 \$10.35 \$10.75

6-545Dccatt

LABORER- HEAVY/HIGHWAY

Heavy/Highway Contract Laborer:
GROUP # A: Basic, Drill Helper, Flagman, Outboard and Hand Boats, Guard Demolition Worker, Nurseryman, IBC Barriers (except on structures), Guard Rails, Road Markers
GROUP # B: Bull Float, Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of all Steel Mesh, Small Generators for Laborers' Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Tail or Screw Operator on Asphalt Paver, Water Pump Operators (1-1/2" and Single Diaphragm), Nozzle (Asphalt, Guniting, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer and Laser Man.
GROUP #C: All Rock or Drilling Machine Operators (Except Quarry Master and Similar Type), Acetylene Torch Operators, Asphalt Raker, Powderman and Welder. GROUP #D: Blasters, Curb & Flat work Form Setter (except on structures), Stone or Granite Curb Setters and Stone Cutter.

WAGES(per hour) 7/01/98-
 6/30/99

Heavy/Highway Contract Laborer:
Group = A..... 18.83
Group = B..... 19.03
Group = C..... 19.23
Group = D..... 19.43

For all Deleader & Asbestos work add 1.00 to Group A rate. For all Hazardous Waste work add 2.00 to Group A rate.

OVERTIME PAY: See (B, F, R) on OVERTIME PAGE.

HOLIDAYS:

Paid: See (1) on HOLIDAY PAGE.

Overtime: See (5.6) on HOLIDAY PAGE.

APPRENTICES: (1000 hr) terms at the following percentage of journeyperson's wage.

1st	2nd	3rd	4th
55%	65%	75%	85%

SUPPLEMENTAL BENEFITS:(per hour worked) ALL WORK

\$ 10.60

Sewer/Water Laborer:

Group A: Basic, Flagman, Top man, Wreckers
Group B: Foundation, Hod Carriers, Plaster tender, Scaffold, Bootman, Pneumatic, gas, electric, tool operator, jackhammer, Chipping guns
Group C: Mortar Mixer, over 8 ft. in depth.

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Group D: Pavemt formsetter, Steelburner, Caisson, Wagon Drill Oper..
 PipeLayer, Swing Scaff. Group E: Utility pile driver, laser operator.
 Group F: Blaster

WAGES(per hour) 7/01/98-
6/30/99

Group A:..... 18.83
 Group B:..... 18.93
 Group C:..... 18.98
 Group D:..... 19.08
 Group E:..... 19.43
 Group F:..... 19.83

OVERTIME PAY: See (B. F. R) on OVERTIME PAGE

HOLIDAYS:

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5.6) on HOLIDAY PAGE

SUPPLEMENTAL BENEFITS: (per hour worked)

\$ 10.60

3-210h

SURVEY CREW - Heavy/HighwaySURVEY CLASSIFICATIONS:

Party Chief- One who directs a survey party.
 Instrumentman- One who runs the instrument and assists the Party Chief.
 Rodman- One who holds the rods and in general, assists the survey party.

WAGES:(per hour)	6/01/97 5/31/98	6/01/98 5/31/99	6/01/99 5/31/2000
Survey Rates:			
Party Chief	\$20.53	\$20.93	\$21.33
Instrument/roadperson..	18.04	18.44	18.84

Additional 3.00 per hr. for work in a tunnel.
 Additional 2.50 per hr. for DEC or EPA certified toxic or hazardous waste work.

OVERTIME PAY: See (B. E. Q) on OVERTIME PAGE

HOLIDAY:

Paid: See (5, 6) on HOLIDAY PAGE
 Holiday: See (5, 6) on HOLIDAY PAGE

APPRENTICES: (1000 hr) terms at the following wage rates.

	1st	2nd	3rd
6/01/97	\$ 9.00	11.29	13.54
6/01/98	9.20	11.54	13.84
6/01/99	9.40	11.79	14.14

SUPPLEMENTAL BENEFITS: (per hour worked)

Journeyman	\$ 9.95	\$10.35	\$10.85
Appr 1st	5.00	5.20	5.40

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	6.20	6.45	6.70
Apr 2nd	6.20	6.45	6.70
Apr 3rd	7.45	7.75	8.05

6-545Dhcatt POWER EQUIPMENT OPERATOR - Building, Building Site Work.
Heavy\Highway,
Sewer\Water, Tunnel:

CLASS #A: Air Hoist, All Boom Type Equipment, All Pan and Carry All Operators, Archer Hoist, Asphalt Curb & Gutter Machines, Asphalt Roller, Asphalt Spreader or Paver, Automatic Fine Grade Mach.(CMI or Similar), (first & second operator) Back and Pull Hoe Operator including tractor mounted - rubber tired, Back Filling Mach. Belt Placer(CMI or Similar), Bending Mach. (pipe), Bituminous Spreader & Mixer, Blacktop Plants, Blast or Rotary Drill (Track or Truck Mounted), Blower for Burning Trash, Boiler (when used for power), Boom Tr., Boring Mach., Bulldozer, Cableway, Caisson Auger, Cage Hoist, Central Mix Plant (and all concrete batching plants), Cherry Pickers Concrete Curb & Gutter Machs., Conc. Curing Mach. Concrete Mixer (over 1/2 cu yd.), Conc. Pavement Spreaders & Finishers, Conc. Paver, Conc. Pump, Conc. Saw (self propelled), Conveyor, Core Drill, Crane Operator, Crusher, Derrick Operator, Dragline Operator, Dredge, Drill Rig (tractor Mounted) Dual Drum Paver, Electric Pump used with Well Point System, Elevating Grader (self-propelled or towed), Elevator, Excavator(all purpose-hydraulically operated), Farm Tractor with Accessories, Fine Grade Mach., Forklift, Front End Loader, Gradall, Grader, Generator (10 outlets or more), Grout or Gunite Machine, Head Tower Operator, Hoist (one drum), Hoisting Engine, Hydraulic Boom, Hydraulic Hammer (selfPropelled), Hydraulic Pipe Jack Machine, (or similar type mach), Hydraulic Rock Expander (or similar type machine), Hydraulic System Pumps, Hydro Crane, Hydro Hammer (or similar) Industrial Tractor, Jersey Spreader, Kolman Plant Loader (and similar type loaders) Locomotive, Lubrication Truck, Maintenance Engineer, Maint. (Lubrication Unit or Truck), Mine Hoist, Mixer for Stabilized Base (self propelled), Monorail, Motorized Hydraulic Pin Puller, Motorized Hydraulic Seeder, Mucking Machine, Mulching Machine, Multiple Drum Hoist (over one drum in use), Overhead Crane, Peine Crane or similar type, Pile Driver, Plant Engineer, Pneumatic Mixer, Post Hole Digger & Driver, Power Broom, Pump Crete, Push Button Hoist, Push or Snatch Cat, Quarry Master (or equal), Road Wigner, Rock Bit Sharpener (all types), Roller (all), Rolling Machine (pipe), Rotomill Scoopmobile, Shovel, Side Boom, Skimmer, Slip Form Paver(CMI or similar)(1st & 2nd oper.) Snorkel, Strato-Tower, Stump Chipping Machine, Tire Truck & repair, Towed Roller Tractor Drawn Belt Type Grader/Loader, Tractor Shovel, Tractor with Towed Accessories, Tractor (when using winch power), Tractor, Trencher, Truck Crane & Tunnel Shovel, Tube Finisher (CMI & similar), Vibratory Compactor, Vibro Tamp, Well Drilling Mach. Well Point, Winch, Winch Truck with A Frame.

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

* Additional \$1.00 per hour for Tunnel work.

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 ERIE

WAGES(per hour)	7/01/96- 6/30/97	7/01/97- 6/30/98	7/01/98- 6/30/99
Building, Building Site, Heavy/Highway, Sewer/Water			\$23.40
Master Mechanic.....	\$ 22.60	\$23.00	22.76
Asst.Master Mechanic..	21.96	22.36	23.08
Crane(boom over 100ft)	22.28	22.68	23.33
" (boom over 200ft)	22.53	22.93	23.83
" (boom over 300ft)	23.03	23.43	22.33
Class #A.....	21.53	21.93	17.83
Class #B.....	17.03	17.43	
Additional 2.50 per hr. for EPA or DEC classified toxic or hazardous waste work			
Additional 1.00 per hr. for tunnel work			

OVERTIME PAY: See (B, E, P, T, V) on OVERTIME PAGE.

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

SUPPLEMENTAL BENEFITS:(per hour)

Journeyman	\$13.16	13.56	13.96
*Apprs & Helper on lube truck	\$12.76	13.16	13.56

3-17b

MARINE CONSTRUCTION

WAGES (per hour)	10/01/97- 9/30/98	10/01/98- 9/30/99	10/01/99- 9/30/00
Hydraulic Dredge:			
Class A:			\$ 25.78
Leverman.....	\$ 24.61	\$ 25.18	22.61
Engineer, Derrick Op.	22.08	22.34	22.28
Chief Mate on Dredge.	21.76	22.01	
Class C:			22.07
Maint. Eng.....	21.59	21.83	20.57
Mate.....	20.14	20.35	20.72
Boat Captain.....	20.29	20.50	
Class D:			16.74
Deckhand.....	16.43	16.58	17.39
Fireman, Oiler.....	17.07	17.23	16.74
Shoreman.....	16.43	16.58	
Tug Boats:			
Class A:			23.09
Tug Master.....	22.31	22.69	21.47
Tug Chief Engineer...	20.80	21.10	
Class C:			23.09
Tug Captain.....	21.44	22.69	21.63
Tug Engineer.....	20.59	21.10	
Class D:			16.96
Tug Deckhand.....	16.65	16.80	
Dipper and Clamshell Dredges:			
Class A:			26.26
Operator.....	25.05	25.64	

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Engineer.....	22.56	22.83	23.12
Class C:			
Maint. Engineer.....	21.59	21.83	22.07
Mate.....	20.14	20.35	20.57
Boat Master, Welder..	21.25	21.49	21.74
Boat Captain.....	20.29	20.50	20.72
Class D:			
Oiler.....	17.07	17.23	17.39
Deckhand.....	16.65	16.80	16.96

OVERTIME PAY: See (B. F. R) on OVERTIME PAGE.

HOLIDAY:

PAID: See (5, 6, 8, 10, 15) on HOLIDAY PAGE.

OVERTIME: See (5, 6, 8, 10, 15) on Overtime Page

The following SUPPLEMENTAL BENEFITS apply to ALL classifications of the above HYDRAULIC, DIPPER, CLAMSHELL DREDGES and TUG BOATS.

SUPPLEMENTAL BENEFITS: (per hour worked)

All Class A & B)	\$ 4.81 (OVERTIME \$ 0.80 EXTRA plus 8% of wage
All Class C)	\$ 4.51 (OVERTIME \$ 0.65 EXTRA plus 8% of wage
All Class D)	\$ 4.21 (OVERTIME \$ 0.50 EXTRA plus 8% of wage

4-25a

MARINE CONSTRUCTION

<u>WAGES</u> (per hour)	10/01/97- 9/30/98	10/01/98- 9/30/99	10/01/99- 9/30/00
Drill Boat:			
Class A:			
Engineer.....	\$ 22.96	\$ 23.24	\$ 23.54
Blaster.....	23.22	23.51	23.81
Driller.....	22.97	23.25	23.55
Boat Capt.....	19.15	19.34	19.53
Class C:			
Welder/Machinist..	22.77	23.03	23.30
Class D:			
Oiler/Helper.....	20.05	20.25	20.46
Deckhand.....	15.69	15.83	15.97
Core Driller.....	18.21	18.38	18.56
Helper.....	16.26	16.41	16.56

OVERTIME PAY: See (B. P. R.) on Overtime Page.

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HOLIDAY:

PAID: See (5, 6, 8, 10, 15) on Holiday Page.

OVERTIME: See (5, 6, 8, 10, 15) on Overtime Page.

SUPPLEMENTAL BENEFITS: (per hour worked)

Class A & B	\$ 3.76 plus 8% of wage	\$ 4.08 plus 8% of wage	\$ 4.38 plus 8% of wage
Class C	\$ 3.37 plus 8% of wage	\$ 3.59 plus 8% of wage	\$ 3.79 plus 8% of wage
Class D	\$ 3.01 plus 8% of wage	\$ 3.11 plus 8% of wage	\$ 3.21 plus 8% of wage

Overtime Benefits

Time and one half			\$ 1.21
A & B add.....	\$ 0.91	\$ 1.06	0.92
C add.....	0.64	0.82	0.63
D add.....	0.53	0.58	
Double Time			\$ 2.42
A & B add.....	\$ 1.84	\$ 2.12	1.83
C add.....	1.45	1.63	1.25
D add.....	1.05	1.15	

4-25/3

SURVEY CREW - Heavy/Highway

SURVEY CLASSIFICATIONS:

Party Chief- One who directs a survey party.

Instrumentman- One who runs the instrument and assists the Party Chief.

Rodman- One who holds the rods and in general, assists the survey party.

WAGES:(per hour)	6/01/97 5/31/98	6/01/98 5/31/99	6/01/99 5/31/2000
Survey Rates:			
Party Chief	\$20.53	\$20.93	\$21.33
Instrument/rodperson..	18.04	18.44	18.84

Additional 3.00 per hr. for work in a tunnel.

Additional 2.50 per hr. for DEC or EPA certified toxic or hazardous waste work.

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

HOLIDAY:

Paid: See (5, 6) on HOLIDAY PAGE

Holiday: See (5, 6) on HOLIDAY PAGE

APPRENTICES: (1000 hr) terms at the following wage rates.

	1st	2nd	3rd
6/01/97	\$ 9.00	11.29	13.54
6/01/98	9.20	11.54	13.84
6/01/99	9.40	11.79	14.14

SUPPLEMENTAL BENEFITS: (per hour worked)

Journeyman	\$ 9.95	\$10.35	\$10.85
Appr 1st	5.00	5.20	5.40

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Appr 2nd	6.20	6.45	6.70
Appr 3rd	7.45	7.75	8.05

6-545Dhcatt POWER EQUIPMENT OPERATOR - Building, Building Site Work,
Heavy\Highway,
Sewer\Water, Tunnel:

CLASS #A: Air Hoist, All Boom Type Equipment, All Pan and Carry All Operators, Archer Hoist, Asphalt Curb & Gutter Machines, Asphalt Roller, Asphalt Spreader or Paver, Automatic Fine Grade Mach.(CMI or Similar), (first & second operator) Back and Pull Hoe Operator including tractor mounted - rubber tired, Back Filling Mach. Belt Placer(CMI or Similar), Bending Mach. (pipe), Bituminous Spreader & Mixer, Blacktop Plants, Blast or Rotary Drill (Track or Truck Mounted), Blower for Burning Trash, Boiler (when used for power), Boom Tr., Boring Mach., Bulldozer, Cableway, Caisson Auger, Cage Hoist, Central Mix Plant (and all concrete batching plants), Cherry Pickers Concrete Curb & Gutter Machs., Conc. Curing Mach. Concrete Mixer (over 1/2 cu yd.), Conc. Pavement Spreaders & Finishers, Conc. Paver, Conc. Pump, Conc. Saw (self propelled), Conveyor, Core Drill, Crane Operator, Crusher, Derrick Operator, Dragline Operator, Dredge, Drill Rig (tractor Mounted) Dual Drum Paver, Electric Pump used with Well Point System, Elevating Grader (self-propelled or towed), Elevator, Excavator(all purpose-hydraulically operated), Farm Tractor with Accessories, Fine Grade Mach., Forklift, Front End Loader, Gradall, Grader, Generator (10 outlets or more), Grout or Gunite Machine, Head Tower Operator, Hoist (one drum), Hoisting Engine, Hydraulic Boom, Hydraulic Hammer (selfPropelled), Hydraulic Pipe Jack Machine, (or similar type mach), Hydraulic Rock Expander (or similar type machine), Hydraulic System Pumps, Hydro Crane, Hydro Hammer (or similar) Industrial Tractor, Jersey Spreader, Kolman Plant Loader (and similar type loaders) Locomotive, Lubrication Truck, Maintenance Engineer, Maint. (Lubrication Unit or Truck), Mine Hoist, Mixer for Stabilized Base (self propelled), Monorail, Motorized Hydraulic Pin Puller, Motorized Hydraulic Seeder, Mucking Machine, Mulching Machine, Multiple Drum Hoist (over one drum in use), Overhead Crane, Peine Crane or similar type, Pile Driver, Plant Engineer, Pneumatic Mixer, Post Hole Digger & Driver, Power Broom, Pump Crete, Push Button Hoist, Push or Snatch Cat, Quarry Master (or equal), Road Widener, Rock Bit Sharpener (all types), Roller (all), Rolling Machine (pipe), Rotomill Scoopmobile, Shovel, Side Boom, Skimmer, Slip Form Paver(CMI or similar)(1st & 2nd oper.) Snorkel, Strato-Tower, Stump Chipping Machine, Tire Truck & repair, Towed Roller Tractor Drawn Belt Type Grader/Loader, Tractor Shovel, Tractor with Towed Accessories, Tractor (when using winch power), Tractor, Trencher, Truck Crane & Tunnel Shovel, Tube Finisher (CMI & similar), Vibratory Compactor, Vibro Tamp, Well Drilling Mach. Well Point, Winch, Winch Truck with A Frame.

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

* Additional \$1.00 per hour for Tunnel work.

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WAGES(per hour)	7/01/96- 6/30/97	7/01/97- 6/30/98	7/01/98- 6/30/99
Building, Building Site, Heavy/Highway, Sewer/Water			\$23.40
Master Mechanic.....	\$ 22.60	\$23.00	22.76
Asst.Master Mechanic..	21.96	22.36	23.08
Crane(boom over 100ft)	22.28	22.68	23.33
" (boom over 200ft)	22.53	22.93	23.83
" (boom over 300ft)	23.03	23.43	22.33
Class #A.....	21.53	21.93	17.83
Class #B.....	17.03	17.43	
Additional 2.50 per hr. for EPA or DEC classified toxic or hazardous waste work			
Additional 1.00 per hr. for tunnel work			

OVERTIME PAY: See (B. E. P. T. V) on OVERTIME PAGE.

HOLIDAY:

Paid: See (5. 6.) on HOLIDAY PAGE.
Overtime: See (5. 6.) on HOLIDAY PAGE.

SUPPLEMENTAL BENEFITS:(per hour)

Journeyman	\$13.16	13.56	13.96
*Apprs & Helper on lube truck	\$12.76	13.16	13.56

3-17b

MARINE CONSTRUCTION

WAGES (per hour)	10/01/97- 9/30/98	10/01/98- 9/30/99	10/01/99- 9/30/00
Hydraulic Dredge:			
Class A:		\$ 25.18	\$ 25.78
Leverman.....	\$ 24.61	22.34	22.61
Engineer, Derrick Op.	22.08	22.01	22.28
Chief Mate on Dredge.	21.76		
Class C:		21.83	22.07
Maint. Eng.....	21.59	20.35	20.57
Mate.....	20.14	20.50	20.72
Boat Captain.....	20.29		
Class D:		16.58	16.74
Deckhand.....	16.43	17.23	17.39
Fireman, Oiler.....	17.07	16.58	16.74
Shoreman.....	16.43		
Tug Boats:			
Class A:		22.69	23.09
Tug Master.....	22.31	21.10	21.47
Tug Chief Engineer...	20.80		
Class C:		22.69	23.09
Tug Captain.....	21.44	21.10	21.63
Tug Engineer.....	20.59		
Class D:		16.80	16.96
Tug Deckhand.....	16.65		
Dipper and Clamshell Dredges:			
Class A:		25.64	26.26
Operator.....	25.05		

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Engineer.....	22.56	22.83	23.12
Class C:			
Maint. Engineer.....	21.59	21.83	22.07
Mate.....	20.14	20.35	20.57
Boat Master, Welder..	21.25	21.49	21.74
Boat Captain.....	20.29	20.50	20.72
Class D:			
Oiler.....	17.07	17.23	17.39
Deckhand.....	16.65	16.80	16.96

OVERTIME PAY: See (B. F. R) on OVERTIME PAGE.

HOLIDAY:

PAID: See (5, 6, 8, 10, 15) on HOLIDAY PAGE.

OVERTIME: See (5, 6, 8, 10, 15) on Overtime Page

The following SUPPLEMENTAL BENEFITS apply to ALL classifications of the above HYDRAULIC, DIPPER, CLAMSHELL DREDGES and TUG BOATS.

SUPPLEMENTAL BENEFITS: (per hour worked)

All Class A & B)	\$ 4.81 (OVERTIME \$ 0.80 EXTRA plus 8% of wage
All Class C)	\$ 4.51 (OVERTIME \$ 0.65 EXTRA plus 8% of wage
All Class D)	\$ 4.21 (OVERTIME \$ 0.50 EXTRA plus 8% of wage

4-25a

MARINE CONSTRUCTION

WAGES (per hour)	10/01/97- 9/30/98	10/01/98- 9/30/99	10/01/99- 9/30/00
Drill Boat:			
Class A:			
Engineer.....	\$ 22.96	\$ 23.24	\$ 23.54
Blaster.....	23.22	23.51	23.81
Driller.....	22.97	23.25	23.55
Boat Capt.....	19.15	19.34	19.53
Class C:			
Welder/Machinist..	22.77	23.03	23.30
Class D:			
Oiler/helper.....	20.05	20.25	20.46
Deckhand.....	15.69	15.83	15.97
Core Driller.....	18.21	18.38	18.56
Helper.....	16.26	16.41	16.56

OVERTIME PAY: See (B. P. R.) on Overtime Page.

-----Case Number-----

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HOLIDAY:

PAID: See (5, 6, 8, 10, 15) on Holiday Page.

OVERTIME: See (5, 6, 8, 10, 15) on Overtime Page.

SUPPLEMENTAL BENEFITS: (per hour worked)

Class A & B	\$ 3.76 plus 8% of wage	\$ 4.08 plus 8% of wage	\$ 4.38 plus 8% of wage
Class C	\$ 3.37 plus 8% of wage	\$ 3.59 plus 8% of wage	\$ 3.79 plus 8% of wage
Class D	\$ 3.01 plus 8% of wage	\$ 3.11 plus 8% of wage	\$ 3.21 plus 8% of wage
Overtime Benefits			
Time and one half			
A & B add.....	\$ 0.91	\$ 1.06	\$ 1.21
C add.....	0.64	0.82	0.92
D add.....	0.53	0.58	0.63
Double Time			
A & B add.....	\$ 1.84	\$ 2.12	\$ 2.42
C add.....	1.45	1.63	1.83
D add.....	1.05	1.15	1.25

4-25/3

New York State - Department of Labor

EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK - Under Article 8 of the NYS Labor Law, when two final determinations have been rendered against a contractor, subcontractor and/or its successor within any consecutive six-year period determining that such contractor, subcontractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements, or when one final determination involves falsification of payroll records or the kickback of wages and/or supplements, said contractor, subcontractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work contract/sub-contract with the state, any municipal corporation or public body for a period of five years from the date of debarment. NOTE: Where the Fiscal Officer is denoted "NYC", the information has been provided by the New York City Comptroller's Office, the agency issuing the determinations. Any questions regarding these listings should be addressed directly to the Comptroller. The Bureau of Public Work of the New York State Department of Labor will respond in regard to listings where the Fiscal Officer is listed as "DOL".

Company Name	Address	City	State	ZIP Code	Lat	Last Willful	Fiscal Officer	Barred Until	Notes
4H Refrigeration & Air Conditioning	404 Sterling Place	Brooklyn	NY	11230		6/12/96	NYC	6/12/01	falsified payrolls
A & L Environmental Services Inc	1549 Fifth Avenue	Dayshore	NY	11706	12/3/93	6/22/94	DOL	6/22/99	
A & L Landscape Maintenance									see William A. Salzberger
A Jan Stalker Associates Inc	1216 Maple Road	Williamsville	NY	14221	1/10/97	1/10/97	DOL	1/10/02	
A Plus Fire Protection Inc	131 13th Avenue	Joltsville	NY	11742		9/29/97	DOL	9/29/02	falsified payrolls
A-1 Fence Company Inc	Illiside Lake Road	Wappingers Falls	NY	12590		1/30/98	DOL	1/30/03	4 willful violations
AAA Asbestos Abatement Corporation	897 Saratoga Avenue	Brooklyn	NY	11212		6/24/97	NYC	6/24/02	falsified payrolls
Abbot-Sommer Inc	2622 Chesbrough Avenue	Bronx	NY	10461		1/7/98	NYC	1/7/03	falsified payrolls
ABC Tree Shrub & Landscape Services Inc	192 Wilmer Road	North Tonawanda	NY	14120	11/16/94	11/16/94	DOL	11/16/99	
Above All Contracting Inc	215-04 104th Avenue	Queens	NY	11429		9/21/98	NYC	9/21/03	falsified payrolls
Accell Construction Co Inc	951 Niagara Street	Buffalo	NY	14213	6/13/96	11/4/96	DOL	11/4/01	
Alm Construction Corp	1432 W 5th Street	Brooklyn	NY	11204		6/4/98	NYC	6/4/03	additional address: 129 13th Street, 2nd Fl, Brooklyn NY 11215. falsified payrolls
ALCA Industries Inc	170-190 Catherine Street	Albany	NY	12202		6/3/98	DOL	6/3/03	falsified payrolls
ALJ Electric Co Inc	717 Elk Street	Buffalo	NY	14210	10/3/95	10/3/95	DOL	12/4/00	
Allstate Specialty Services Inc	1087 Jackson Avenue	Long Island City	NY	11101		2/26/96	NYC	2/26/01	multiple willful violations
Apex Contracting and Demolition	11-15 31st Drive	Long Island City	NY	11100	10/11/01	4/30/98	NYC	4/30/01	
Applewood Construction Co									see Dion R. Defedericis
Asbestos & Lead Abatement Technology Corp	709 Maple Street	Rochester	NY	14611		10/9/97	DOL	10/9/02	3 willful violations
Associates Environmental Services Inc	326 Freling Huysen Avenue	Newark	NJ	07114		12/11/95	NYC	12/11/00	falsified payrolls

Company Name	Address	City	State	ZIP Code	Lat	Last Willful	Fiscal Officer	Barrred Unit	Notes
Attack Asbestos Inc	516-2C Industrial Loop	Staten Island	NY	10309-		12/5/95	NYC	12/5/00	falsified payrolls
B H International Corporation	59-15 55th Street	Maspeth	NY	11378-		8/31/98	NYC	8/31/03	multiple willful violations
Baker Development & Construction Co Inc	1251 Electric Avenue	Lackawanna	NY	14218-		9/29/94	DOL	9/29/99	21 willful violations
Barlex Construction									see Barthos Construction Company
Barthos Construction Company	285 Pulaski Street	Brooklyn	NY	11206-		6/10/90	NYC	6/10/03	aka Barlex Construction - falsified payrolls
Bay Harbour Electric Inc	1606 Harper Dr PO Box 8312	Erie	PA	16505-	1/24/96	10/22/96	DOL	10/22/01	
Bayview Plumbing Inc	4591 Merrick Road	Massapequa	NY	11758-	3/12/93	6/30/97	DOL	6/30/02	4 willful violations
Baywood Electric Corp									see Baywood Electric
Baywood Electric Inc	188 New York Avenue	Bay Shore	NY	11706-	6/11/90	1/3/96	dol	1/4/01	aka Baywood Electric Corp
Beatum & Cheatum Construction Corp	P O Box 1246	Buffalo	NY	14240-		4/3/95	DOL	4/3/01	multiple willful violations
Beverly Hills Textures and Paint	30 Steward Street	Hewlett	NY	11557-		7/9/97	DOL	7/9/02	see Gary C Marcinkowsld
Bel-Air Electric Inc									falsified payrolls
Beverly Hills Textures and Paints		Brooklyn	NY	11200-		4/28/97	NYC	4/28/02	see Gary C Marcinkowsld
Bhulya Waterproofing	1555 50th Street								falsified payrolls
Billone Mechanical									see John J Billone Plumbing and Heating
Black Diamond Fabricating Co	P O Box 252	Niagara Falls	NY	14304-	1/10/96	1/18/96	DOL	1/18/01	
BQE Contracting Corp	24-38 49th Street	Astoria	NY	11103-	8/10/94	8/10/94	NYC	8/10/99	and Cill Cleaning Corp - falsified payrolls
Bravo Demolition Contracting Corp	36-31 10th Street	Long Island City	NY	11107-		7/11/97	NYC	7/11/02	see CPN Construction Corp
Building Block Contracting Corp									falsified payrolls
Cafran Construction Corp	150-59 Coolidge Avenue	Jamaica	NY	11432-		11/3/97	DOL	11/3/02	see JER Construction Corp
Carlito Associates Inc JV									
Castle Electrical Contractors Inc	1210 Culver Road	Rochester	NY	14609-	12/19/91	6/8/94	DOL	6/8/99	JV with CMK Painling & Constr Co Inc - falsified payrolls
CBC Industries Inc	272-60 Grand Central Pwy	Floral Park	NY	11005-		4/15/95	DOL	4/15/01	

Company Name	Address	City	State	ZIP Code	1st Withd	Last Withd	Fiscal Officer	Barred Until	Notes
Central Absorption Inc	11-15 31st Drive	Long Island City	NY	11100-		3/16/98	NYC	3/6/03	3 willful violations
Cherokee Plate Glass Inc	114 Brown Street	Johnson City	NY	13790-	4/28/95	8/27/97	DOL	8/27/02	3 willful violations
Christlan Construction Corp	420 E 111th Street	New York	NY	10029-		3/27/95	DOL	3/27/00	also 798 Lake Avenue, Greenwich, CT 06830 - 4 willful violations
Cirina Construction Corp.	46 1/2 Clinton Avenue	Corland	NY	13045-		7/9/97	DOL	7/9/02	falsified payrolls
Citi Cleaning Corp									see Bravo Demolition Contracting Corp
Clean Air Asbestos Removal Inc	c/o S. Finer, 258 Genesee Str	Ullica	NY	13502-		8/5/98	DOL	8/5/03	falsified records
CMK Painting & Construction Co Inc	600 Hillside Ave	New Hyde Park	11040						JV with CBC Industries Inc.
Commercial Glazing Inc	718 Joseph Avenue	Rochester	NY	14621-		5/5/98	DOL	5/5/03	aka Emergency Glass & Boardup Services - falsified payrolls
Consolidated Environmental Corp	1150 East New York Avenue	Brooklyn	NY	11212-		4/8/98	NYC	4/8/03	falsified payrolls
CPN Construction Corp	42-06 192nd Street	Flushing	NY	11350-		4/8/98	NYC	4/8/03	dba Building Block Contracting Corp - falsified records
Cross Bay Contracting Corporation	242 Nevins Street	Brooklyn	NY	11217-	10/17/96	7/9/97	NYC	7/9/02	falsified payrolls - debarment period extended
CVM Electric Inc	220 Diggins Street	Buffalo	NY	14206-		11/5/97	DOL	11/5/02	multiple violations
Darlene E Chardon									see DME Contracting Inc
Darlene M Edwards									see DME Contracting Inc
Dendis Construction Inc	1164 Route 96	Waterloo	NY	13165-	11/4/94	3/21/95	DOL	3/21/00	falsified payrolls
DePadre & Son Plumbing & Heating Inc	2104 Niagara Street	Niagara Falls	NY	14303-		9/16/97	DOL	9/16/02	see Dimension 2 Associates
Dimension 2 Assoc. Lawn Sprinklers									or Dimension 2 Assoc. Lawn Sprinklers
Dimension 2 Associates	189 Commack Road	Commack	NY	11725-	6/14/94	7/25/95	DOL	7/25/00	dba Applewood Construction Co - 3 willful violations
Dion R. Defederidis	860 Sherwood Court	Depew	NY	14043-		2/22/95	DOL	2/22/00	
Dixie Sweeping Service Inc	818 W Newell Street	Syracuse	NY	13205-	1/2/96	11/27/96	DOL	11/27/01	

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Company Name	Address	City	State	ZIP Code	Lat	Long	Local	Officer	Start Date	Notes
DME Contracting Inc	375 Verrazano Avenue	Copliague	NY	11726				DOL	12/31/01	aka DME National Roofing Systems, DMENRS, DMENCC, DMECA, Titan, and Peter Chardon, and Darlene M. Edwards, Darlene E Chardon and Mary Lydia Chardon, Mary L Restrepo, DME National Construction Corp. DME National Construction Associates Inc - multiple willful violations. Violated original debarment order.
DME National Construction Associates Inc										see DME Contracting Inc
DME National Construction Corp										see DME Contracting Inc
DME National Roofing Systems										see DME Contracting Inc
DMECA										see DME Contracting Inc
DMENCC										see DME Contracting Inc
DMENRS										see DME Contracting Inc
Dover Accessibility Products Inc	6266 Hurt Road	Horn Lake	MS	38637	6/3/96	2/27/97		DOL	2/27/02	multiple willful violations - original debarment period extended
Dram Construction Corporation	201-01 Northern Blvd	Bayside	NY	11361		11/26/96		DOL	11/26/01	falsified payrolls
DSR Asbestos Removal Company	89 Westbrook Avenue	Staten Island	NY	10303		6/28/96		NYC	6/28/01	falsified payrolls
Dura-Tech Systems Inc	19 Bergen Place	Port Jefferson Sta	NY	11776	2/6/95	10/24/97		DOL	10/24/02	dba Hy-Tech Coatings - falsified payrolls and 6 willful violations - original debarment period extended
Emergency Glass & Boardup Services										see Commercial Glazing Inc
Empire Flooring Inc	1765 Ml. Road Boulevard	Rochester	NY	14606	6/5/98	6/5/98		DOL	6/5/03	
Envirospan Safety Corp	10 West 36th Street	New York	NY					DOL	1/25/99	
Ervin Smalls Construction Inc	203 Murray Street	Rochester	NY	14646	9/27/94	9/29/94		DOL	9/29/99	Pursuant to a Stipulation dated January 14, 1994, and an Order and Determination dated January 25, 1994, in lieu of a finding concerning the willfulness of any violations, the employer has voluntarily agreed to preclude itself from bidding on or being awarded any public work for a five-year period.

Company Name	Address	City	State	ZIP Code	Int Willful	Last Willful	Local Officer	Barred Until	Notes
ESNA International General Contractors Inc	1030 Bath Avenue	Brooklyn	NY	11214		2/26/90	NYC	2/26/03	falsified payrolls
Expeience Electric Corp									see Perfect power Corporation
Faliero Electric Company Inc	P O Box 100	Buffalo	NY	14220	8/24/93	11/1/96	DOL	11/1/01	multiple willful violations
Five Boro Air Conditioning & Refrigeration Inc	519 Coney Island Avenue	Brooklyn	NY	11210		9/6/96	NYC	9/6/01	
Frank Valerio General Contracting Corp	89 West Route 59	Central Hack	NY	10960	9/29/94	7/10/97	DOL	7/10/02	multiple willful violations - falsified payrolls. Original debarment period extended
G A Contractors	139-31 Queens Boulevard	Jamaica	NY	11435	6/2/96	11/25/97	NYC/DOL	11/25/02	
G&C Construction Corp	3706 12th Avenue	Brooklyn	NY	11210	9/20/90	10/6/92	DOL	10/16/00	third willful violation on 10/16/95 - debarment period extended. After ego of Plato Construction Corp
Gary C Marcinkowski	1051 Rice Road	Emma	NY	14059		7/0/97	DOL	7/0/02	dba Deaverly Hills Textures and Paint and dba Beverly Hills Textures and Paints
General Design & Development Inc	1065 Chrlier Avenue	Schenectady	NY	12303	4/20/90	5/5/90	DOL	5/5/03	multiple violations
Genesis General Contracting Co Inc	866 02nd Street	Brooklyn	NY	11220	2/2/95	2/2/95	DOL	2/20/00	
George Lucey, Manuel Toblo(see note)	150 Kings Street	Brooklyn	NY	11231		8/19/90	NYC		Manuel Toblo and Lake construction and Development Corporation (individually and as a whole) grand larceny - falsified records, debarred permanently
Grace Contracting Corp	2437 E 29th Street, Ste 1-11	Brooklyn	NY	11235		7/22/96	DOL	7/22/01	falsified payrolls
Goldrick Custom Homes	P O Box 606	Florwich	NY	13015	3/19/90	1/27/94	DOL	1/27/99	see Thomas Goldrick
Gorton Construction									see VDR Decorating Inc
Grandview Painting Co Inc	150 5th Avenue, Rm 720	New York	NY			5/7/97	NYC	5/7/02	3 willful violations
Happy Homes Services Inc	60 Sackell Street	Brooklyn	NY	11231	4/23/96	4/23/96	NYC	4/23/01	
Hunt Construction Corp									see Dura-Tech Systems Inc
Hy-Tech Coatings									multiple willful violations
Hydroblast Inc	P O Box 851	Polland	ME	04104	7/1/98	8/19/90	DOL	8/19/03	

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Company Name

Address

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Notes

Jason Building Construction Corp	174 9th Street	Brooklyn	NY	11215-	12/29/93	7/18/95	DOL/ NYC	7/18/00	
Impact Painting									see Jeanne Benlivagna
Industrial Fence Inc									see Smith Fence Industrial Inc
Interphase Company Ltd	P O Box 365	Mailboro	NJ	07046-	4/20/94	2/9/96	DOL	2/9/01	3 willful violations
J & A Roofing and Siding Co Inc	394 Hasbrouck Avenue	Kingston	NY	12401-	6/12/95	6/21/95	DOL	6/21/00	
J E R Construction Corp	258 East Meadow Avenue	East Meadow	NY	11554-	2/27/97	2/27/97	DOL	2/27/02	and Carliso Associates Inc JV
James Spallina Construction Inc	25 Southfield Drive	Webster	NY	14580-		7/29/98	DOL	7/29/03	multiple willful violations
Jeanne Benlivagna	120 Christian Avenue	Rochester	NY	14615-		1/24/96	DOL	1/24/01	dba Impact Painting - falsified payrolls
John J. Billone Plumbing and Heating	195 Dewey Avenue	Rochester	NY	14608-	9/1/94	9/1/94	DOL	9/1/99	aka Billone Mechanical
John J. Gross Contracting Corp	2104 Niagara Street	Niagara Falls	NY	14303-		9/30/97	DOL	9/30/02	3 willful violations
John M Contro & Sons Plg & Htg	31 Clinton Street	Binghamton	NY	13905-	12/20/95	2/26/96	DOL	2/6/01	
Kallo Building Construction Co Inc	7001 Ridge Boulevard	Brooklyn	NY	11209-		4/1/97	NYC	4/1/02	falsified payrolls
Kirk Construction									see Will C. Kirk
Lapeka Construction Corporation	124 Meacham Avenue	Elmont	NY	11003-		4/10/95	DOL	4/9/00	and Lion Construction Corp. as alter ego - falsified payrolls
Lawrence K Woods Construction	34-46 112th Street	Corona	NY	11360-		11/14/95	NYC	11/14/00	falsified payrolls
LBS of Frankfort Inc	c/o AR DiGina, 1661 Belle Av	Utica	NY	13501-	6/2/98	6/2/98	DOL	6/2/03	
Leonard L Ogden Inc	795 Portland Avenue	Rochester	NY	14621-		10/5/94	DOL	10/5/99	8 willful violations
Lion Construction Corp	497 Tulip Avenue	Floral Park	NY	11001-			DOL	4/9/00	alter ego of Lapeka Construction Corporation
LMB Electric Inc	2320 Narragansett Avenue	Seaford	NY	11783-	8/15/95	12/18/96	DOL	12/18/01	8 willful violations with falsified payrolls
LoRe Inc	29 Hewett Boulevard	Center Moriches	NY	11934-	1/9/97	1/23/97	DOL	1/23/02	3 willful violations
Louis J Migliore	787 Military Road	Kenmore	NY	14217-	2/28/97	8/11/97	DOL	8/11/02	dba Military Constructors - falsified payrolls
M & M Building Contractors Inc	P O Box 514	Calro	NY	12413-		8/15/97	DOL	8/15/02	falsified payrolls
M & M Electrical Contracting Inc	122-19 15th Avenue	College Point	NY	11356-		8/3/98	NYC	8/3/03	multiple violations

Company Name	Address	City	State	ZIP Code	Lat Willful	Last Willful	Fiscal Officer	Barred Date	Notes
M & M Glass & Window Corp	1168 Brooks Avenue	Rochester	NY	14624	2/28/97	4/10/97	DOL	4/10/02	aka M & M Glass Group - 9 willful violations
M & M Glass Group									see M & M Glass & Window Corp
Mandy Electric Inc	14 Grand Canyon Lane	Fanglewood Hills	NY	11127		12/30/94	DOL	12/30/99	falsified payrolls
Mary L Restrepo									see DME Contracting Inc
Mary Lydia Chardon									see DME Contracting Inc
MEG Enterprises Ltd	101 Bloomingdale Road	Hicksville	NY	11801		12/22/97	DOL	12/22/02	falsified payrolls
Mega General Contracting Corp	20-44 20th Street	Astoria	NY	11103		2/9/96	DOL	2/9/01	falsified payrolls
Mega Imperial Construction Corp	35-11 Vernon Boulevard	Long Island City	NY	11106		2/23/98	DOL	2/23/03	falsified payrolls
Military Contractors									see Louis J Migliore
Mohmann Electric Company Inc	3581 Bayview Avenue	Seaford	NY	11783	12/20/97	12/20/97	DOL	12/30/02	
Nasuf Construction Corporation	155 Knickerbocker Ave, Ste 1	Bohemia	NY	11716		2/9/96	NYC	2/9/01	falsified payrolls
National Building & Restoration Corp	1010 Tilden Avenue	Utica	NY	13501		9/4/98	DOL	9/4/03	falsified payrolls
Niagara Top Line Builders									see Scott Gamache
North Country Installers Inc	Box 33, main Street	West Paulet	VT	05775	1/3/94	5/26/94	DOL	5/26/99	and alter ego The Locker Master, Inc.
North Shore Construction Enterprises	464 New York Avenue	Huntington	NY	11743	6/21/96	4/30/97	NYC/DOL	4/30/02	& 139-31 Queens Blvd, Jamaica NY 11435 & 22 Hill House Ln, Old Brookville, NY 11545 - falsified payrolls Originally debarred by NYC - extension by DOL
North Shore Environmental Solutions Inc	127 Glencove Avenue	Glencove	NY	11542	12/16/96	12/16/96	NYC	12/16/01	
Nu-Con Construction Corporation	108 Mescham Avenue	Elmont	NY	11003		4/10/95	DOL	4/9/00	falsified payrolls
Oalka Valley Construction Co Inc	212 North Main Street	Warsaw	NY	14569	4/24/96	4/14/97	DOL	4/14/02	
OLCO Construction Inc	96 Morris Road	Schenectady	NY	12304		1/24/95	DOL	1/24/01	falsified payrolls
Oliver Construction Engineering & Architectural	R.R. 1, Box 466	Chazy	NY	12992	5/9/94	5/9/94	DOL	5/9/99	
Orange County Paving Inc	P O Box 233	Bulville	NY	10915		1/27/98	DOL	1/27/03	falsified payrolls
P & C Giamparis Contracting Co Inc	62-49 30th Avenue	Woodside	NY	11377		5/5/95	DOL	5/5/00	4 willful violations

Company Name

Address

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Barred Date

Notes

P & P Contractors of Rochester	8 Ambrose Street	Rochester	NY	14600			8/27/97	DOL	8/27/02	employer stipulated to debarment
Pak American Construction & Mechanical Co	657 Wyngate Drive East	Valley Stream	NY	11500	2/12/97		2/12/97	DOL	2/12/02	falsified payrolls
Paramount Systems Inc	1563 Montauk Highway	Oakdale	NY	11769	7/15/97		2/4/97	DOL	2/4/02	3 willful violations and falsified payrolls - original debarment period extended
PC & J Contracting Co Inc	33-46 55th Street	Woodside	NY	11377	10/31/95		10/31/95	NYC	10/31/00	
Perfect Power Corporation	305-8 Knickerbocker Ave	Bohemia	NY	11716	4/11/94		4/11/94	DOL	4/11/99	dba Experience Electric Corp
Peter Chardon										see DME Contracting Inc
Peter Pan Spraying Inc	21 Richard Lane	Huntington	NY	11743	4/10/97		4/10/97	DOL	4/10/02	
Picirilli Enterprises Inc	One Marine Midland Plaza	Binghamton	NY	13901			8/12/97	DOL	8/12/02	falsified payrolls
Plato Construction Corporation										see G&C Construction Corp
Pokerwinski Ceramic Tile	13 Juneberry Lane	Liverpool	NY	13090	12/20/95		1/26/95	DOL	1/26/00	
Pucci Masonry & Construction Corp	12 Luckieberry Lane	Hampden Bays	NY	11946	1/20/98		1/20/98	DOL	1/20/03	4 willful violations and falsified payrolls
Relly Construction Company	206 Meadow Rd, PO Box 306	Elbridge	NY	13060	4/20/94		7/31/96	DOL	7/31/01	
Rocco Fischetti & Sons Services	200 Hempstead Avenue	West Hempstead	NY	11532			5/0/96	NYC	5/0/01	6 willful violations
Roof Dynamics Inc	289 F Skidmore Road	Deer Park	NY	11729			3/26/98	DOL	3/26/03	24 willful violations with falsified payrolls
Roy Kenyon & Sons Excavating	16305 Holley Road	Holley	NY	14470	12/9/90		1/27/94	DOL	1/27/99	
S & D Contracting Inc	1035 Boyce Road, Ste 116	Pittsburgh	PA	15231			4/18/97	DOL	4/18/02	falsified payrolls
Sachem Structural Steel Inc	P O Box 502	Coram	NY	11727			5/20/97	DOL	5/20/02	falsified payrolls
Schuyler Specialties Inc	324 May Avenue	Schenectady	NY	12301			4/30/97	DOL	4/30/02	4 willful violations
Scott Gamache	3052 Dorchester Street	Niagara Falls	NY	14305			8/13/97	DOL	8/13/02	dba Niagara Top Line Builders - falsified payrolls
Seneca Hawk Inc	9138 Southwestern Blvd	Angola	NY	14006	3/23/93		9/14/94	DOL	9/14/99	
Seville Construction Inc	255 52nd Street	Brooklyn	NY	11220	4/26/88		7/27/97	DOL/NYC	7/27/02	3 willful violations
Shareef Enterprises Inc	230 Pratt Street	Buffalo	NY	14203			12/18/95	DOL	12/18/00	falsified payrolls
Silver Steel Erectors	494 Ashland Avenue	Buffalo	NY	14222	6/3/93		11/30/93	DOL	11/30/98	

Company Name	Address	City	State	ZIP Code	1st Willful	Last Willful	Fiscal Officer	Barrred On/10	Notes
Smith Fence Industrial Inc	10165 Main St, P.O. Box 99	Clarence	NY	14031-	7/23/93	5/9/94	DOL	5/9/99	and alter ego Industrial Fence Inc
Southwestern Environmental	676 Mountainview Drive	Lewiston	NY	14092-	3/21/90	5/4/95	DOL	5/4/00	
Spec "7" Management Inc	3857 Clover Street	Ileniella	NY	14467-	9/1/94	6/9/95	DOL	6/9/00	
Spensler Painting Co. Inc	101 Dwight Park Drive	Syracuse	NY	13209-	2/12/96	9/9/96	DOL	9/9/01	5 willful violations
T J S Masonry	32 Woodland Park	Rochester	NY	14610-	5/5/94	5/5/94	DOL	5/5/99	see Thomas and William Kraebel
TBK Drywall Construction									see North Country Installers Inc
The Locker Master Inc									dba TBK Drywall Construction
Thomas and William Kraebel	Box 228	Laurel	NY	11948-	1/9/97	1/9/97	DOL	1/9/02	dba Goldrick Custom Homes
Thomas Goldrick	86 Courier Boulevard	Kennore	NY	14217-	9/30/96	9/30/96	DOL	9/30/01	
Three Diamond Masonry Inc	P O Box 485	Farmingville	NY	11730-	5/26/99	10/13/95	DOL	10/13/00	
Titan									see DME Contracting Inc
TPK Construction Corporation	116 124 S Van Brunt Street	Englewood	NJ	07631-		2/2/98	DOL	2/2/03	falsified payrolls
Turso Construction Inc	4 Nursery Lane	Rye	NY	10500-	9/2/98	10/15/98	DOL	10/15/03	the date of debarment commences on date the contractor entered into a guilty plea to one count of Offering a False Instrument for Filing in the Second Degree, a Class A misdemeanor - 6 falsified payrolls violations
Vinco Contracting Corporation	P O Box 176	Mamaroneck	NY	10543-		1/7/97	NYC	6/1/00	
VRD Decorating Inc	2300 Buffalo Road	Rochester	NY	14024-	5/20/94	5/20/94	DOL	5/28/99	also Grandview Painting Co Inc (successor to VDR)
Waterway Construction Corporation	201-01 Northern Blvd	Bayside	NY	11361-		11/26/96	DOL	11/26/01	falsified payrolls
West Coast Construction Inc	144-36 25th Road	Flushing	NY	11354-		9/11/96	NYC	9/11/01	multiple willful violations and falsified payrolls
Will C Kirk	P O Box 9	Cleveland	NY	13042-	3/6/89	8/23/94	DOL	8/23/99	dba Kirk Construction
William A. Saltzberger	52 High St, P O Box 036	Geneva	NY	14456-	3/25/97	3/25/97	DOL	3/25/02	dba A & L Landscape Maintenance-3 willful violations

PWR-48

General Decision Number NY980012

Superseded General Decision No. NY970012.

State: New York

Construction Type:

HEAVY
HIGHWAY

County(ies):
NIAGARA

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	02/13/1998
1	04/03/1998
2	05/22/1998
3	06/12/1998
4	07/06/1998
5	09/04/1998

COUNTY(ies):
NIAGARA

BOIL0007A 05/16/1998

	Rates	Fringes
BOILERMAKER	22.60	10.20

BRNY0045D 07/01/1998

	Rates	Fringes
BRICKLAYERS, STONE MASONS, AND CEMENT MASONS	22.22	10.30
MARBLE MASON	21.89	10.30
TILE LAYERS, TERRAZZO WORKER	21.79	10.30
POINTER, CLEANER & CAULKER	21.72	10.30

CARP0280D 07/01/1995

	Rates	Fringes
CARPENTERS:		
North Tonawanda:		
Carpenters, Millwrights, Pile- drivers	20.33	9.95
Remainder of County:		
Carpenters	20.79	11.90

ELEC0237A 06/01/1998

	Rates	Fringes
ELECTRICIANS:		
Electricians	22.75	11.13+3%
Cable Splicers	25.03	11.13+3%

ELEC1249C 05/31/1998

	Rates	Fringes
LINE CONSTRUCTION (LINEMAN)		
LIGHTING AND TRAFFIC SIGNAL		
Including any and all Fiber Optic		
Cable necessary for Traffic Signal Systems,		
Traffic Monitoring systems and Road Weather		
information systems		
Lineman & Technician	23.09	6.75+7%+a
Groundman Digging Machine Operator	20.78	6.75+7%+a
Mechanic	18.47	6.75+7%+a
Truck Driver (tractor		
trailer unit)	19.63	6.75+7%+a
Groundman Truck Driver	18.47	6.75+7%+a
Flagman	13.85	6.75+7%+a

FOOTNOTE:

- a. New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus President's Day, Good Friday, Decoration Day, Election Day for the President of the United States and Election Day for the Governor of the State of New York, provided the employee works the day before or the day after the holiday.

ELEC1249D 05/31/1998

LINE CONSTRUCTION:

	Rates	Fringes
Substation:		
Lineman & Technician	26.88	6.75+7.5%+a
Cable Splicer	29.57	6.75+7.5%+a
Groundman digging machine Operator	24.19	6.75+7.5%+a
Mechanic	21.50	6.75+7.5%+a
Groundman truck driver		
(tractor trailer unit)	22.85	6.75+7.5%+a
Ground man truck driver	21.50	6.75+7.5%+a
Flagman	16.13	6.75+7.5%+a

Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails; Pipetype cable installation

Lineman & Technician	27.24	6.75+7.5%+a
Cable Splicer	29.96	6.75+7.5%+a
Groundman Digging Machine Operator	24.52	6.75+7.5%+a
Mechanic	21.79	6.75+7.5%+a
Groundman Truck Driver (Tractor-trailer unit)	23.15	6.75+7.5%+a
Groundman Truck Driver	21.79	6.75+7.5%+a
Flagman	16.34	6.75+7.5%+a

Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name

manufactured for the dual purpose of ground fault protection and fiber optic capabilities (where no other trades are or have been involved):

Lineman and Technician	25.95	6.75+7.5%+a
Cable Splicer	25.95	6.75+7.5%+a
Groundman digging machine operator	23.36	6.75+7.5%+a
Mechanic	20.76	6.75+7.5%+a
Groundman truck driver (tractor trailer unit)	22.06	6.75+7.5%+a
Groundman Truck driver	20.76	6.75+7.5%+a
Flagman	15.57	6.75+7.5%+a

Overhead transmission line work (where other trades are or have been involved):

Lineman and Technician	28.45	6.75+7.5%+a
Cable Splicer	28.45	6.75+7.5%+a
Groundman digging machine operator	25.61	6.75+7.5%+a
Mechanic	22.76	6.75+7.5%+a
Groundman truck driver (tractor trailer unit)	24.18	6.75+7.5%+a
Groundman truck driver	22.76	6.75+7.5%+a
Flagman	17.07	6.75+7.5%+a

TELEPHONE, CATV FIBEROPTICS

CABLE AND EQUIPMENT

Cable splicer	19.61	3.40+3%
Installer Repairman	18.63	3.40+3%
Teledata Technician II	18.63	3.40+3%
Winch truck driver	13.99	3.40+3%
Equipment Operator	18.63	3.40+3%
Driver	13.02	3.40+3%
Groundman	12.08	3.40+3%

TREE TRIMMER

14.55 3.55+3%+b

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

b. New Years Day, Washington's Birthday, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Thanksgiving Day, Day after Thanksgiving Day and Christmas Day

ENGI0463A 07/01/1998

Rates

Fringes

HEAVY AND HIGHWAY CONSTRUCTION

Master Mechanic	22.90	13.85
GROUP A1	21.13	13.85
GROUP A2 (crane to 100')	22.13	13.85
GROUP A3 (crane to 200')	22.63	13.85
GROUP A4 (crane to 300')	23.13	13.85
GROUP B	19.42	13.85

Notes:

Hazardous Waste 2.50

GROUP A1: Backfillers, backhoes, automatic batch plant operator, black-top spreaders, bulldozers, CMI grading machines, cableways, clambuckets, combination hoe boom or shovel boom attached (except farm type crawler or rubber tired tractor unless used with hydraulic back-hoe), compressor (with paing breaker attached), concrete mixers (one yard and over), concrete planner, concrete pump (truck mounted), concrete spreader operator, crane work, cranes (overhead or bridge), crane operator (over 100, 200, 300 feet booms earn premiums as noted herein), derricks, draglines, Euclid type belt loaders, finishing machine operators, fork-lifts and hoists 9 when lifting material at an elevation higher than twenty-five feet), form puller, generator and compressor (power driven-when used simultaneously and for any make of portable concrete batching machine), graders, graders (with bulldozer blades), hoists (multiple drum with air compresor when used simultaneously for more than one purpose), hoists - single drum when used to hoist steel), hydraulic concrete joint hammers, hydraulic rock drill (Ingersoll-Rand LM 500 type), hydro-axe, Kolman Loaders, loaders (front & back - except small type), lubrication engineers, mechanic, pavement breaker (except hand operated pavement breakers), pile driving rigs, pipe pushing rigs, pipe pushing machines (mechanicl and hydraulic), post drivers (except truck mounted post drivers), reapiir work on maintenance work under the supervision of a master mechanic, rollers (all) (on finish blacktop), scoopmobiles (all), scraper (either double or single bowl), S-240 Lazer-Guided screed, shovels, snow-loader, steel erection, stone crushers (portable), stone spreaders (power driven), tractors use din conjunction with scraper wagons (all), tree bandit or similar chipper, tranchers (when excavation over six feet in depth), tunnel mucking machines, vibrators (self-propelled riding), welder

GROUP A2: crane boom premium for boom and jib 100-199 ft (1.00 over group A)

GROUP A3: crane boom premium for boom and jib 100-199 ft (1.50 over group A)

GROUP A4: crane boom premium for boom and jib 100-199 ft (2.00 over group A)

GROUP B: air compresors (over 165 cu. ft), bobcat type skid loader, compressors when used in banks of two and not over three within a fifty foot radius and if fuel is stored, it would be stored within the same radius, concrete blowers, concrete pumps, conveyors, crawler or rubber tire tractor (small farm typewith

blade or bucket not to exceed 0.5 yd capacity), earth drills (all), elevators (all), forklift while used to lift material not over 25 ft, gunnite machines, heaters (gasoline - use in banks of two and not over three within an area of one hundred foot radius, highlift hoists while used to lift material not over 25 ft, material hoists, single drum hoist for hoisting materials other than steel, Latourneau turnatrailers, light and power systems 9 gas or diesel driven - temporary 25 KW capacity or over), Loaders 9 small front or back), locomotive, parts room - when a parts room is manned it shall be an engineer, pavement busters, pin pullser, post drivers 9 truck mounted), pug machine, pums over 4 Inches, (road rollers except on finish balcktop, road widener mounted on a loader, rolles (self propelled - not on finish blacktop and under 7 tons), scoopmobiles - when used as a station ary hoist, or one used to lift material not in excess of 25 feet, snow-go, stone crushers and winch hoists mounted on trucks, tractors, trenchers excavating up to 6 ft deep), trenchers on the back of a jeep, welding machines (for 2 but not over 3 gasoline or diesel driven), winch tractors

ENGI0463B 07/01/1998

	Rates	Fringes
TUNNEL AND SHAFT		
Master Mechanic	24.43	13.85+a
GROUP A1	22.67	13.85+a
A2	23.67	13.85+a
A3	24.17	13.85+a
A4	24.67	13.85+a
GROUP B	20.95	13.85+a
GROUP C	16.77	13.85+a
GROUP D	14.60	13.85+a

NOTES: Hazmat premium 2.50

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day; Memorail Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day provided employee works the day before and the day after the holiday.

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP A1: Crane (underground), front end loader (tunnel and shaft), hoist (2 or 3 drum), maintenance engineer (tunnel and shaft), mining machine (mole and similar types), motor man, mucking machine, shovel, tripper/maintenance engineer (tunnel and shaft), tunnel shovel

GROUP A2: long boom crane premium 100 ft - 199 ft
 GROUP A3: long boom crane premium 200 ft - 299 ft
 GROUP A4: long boom crane premium 300 ft and over

GROUP B: automated central mix concrete plant, backhoe (topside), boring machine, compressors (4 or less, exceeding

2,000 C.F.M. combined capacity, but not to exceed 5,000 C.F.M. with a distance not to exceed 1,500 feet), concrete pump, crane (topside, front end loader (topside), Grayco epoxy machine, hoist (2 or 3 drum -- topside), maintenance engineer (topside), maintenance grease man, personnel hoist, pump crete, shotcrete machine, shovel (topside)

GROUP C: compressors (4 not to exceed 2,000 C.F.M. combined capacity or 3 or less with more than 1,200 C.F.M. but not to exceed 2,000 C.F.M. with a distance for compressors), dust collectors, generators, pumps, welding machines (4 of any type or combination) with a distance not to exceed 1,500 feet; conveyor, electric pump used inconjunction with well point system grout pump over 5 cubic feet (manufacturer's rating), hydro-blaster, motorized form carrier, truck crane oiler, well point

GROUP D: Compressors (3 or less not to exceed 1,200 C.F.M. combined capacity with a distance not to exceed 1,500 feet; compressors (any size but subject to other provisions for compressors), dust collectors, generators, pumps, welding machines (three or less of any type or combination) with a distance not to exceed 1,500 feet; fireman, grease man,

IRON0009P 07/01/1998		
	Rates	Fringes
IRONWORKERS:		
IRONWORKER	22.80	11.43
SHEETER	25.08	11.43

LABO0091P 07/01/1998		
	Rates	Fringes
EXCEPT THE CITY OF NORTH TONAWANDA		
LABORERS:		

GROUP 1	18.65	13.69+a
GROUP 2	20.52	13.69+a
GROUP 3	19.65	13.69+a
GROUP 4	19.50	13.69+a
GROUP 5	19.25	13.69+a
GROUP 6	19.15	13.69+a
GROUP 7	18.95	13.69+a
GROUP 8	20.65	13.69+a
GROUP 9	23.65	13.69+a
GROUP 10	16.79	13.69+a

LABORERS CLASSIFICATIONS

GROUP 1: Common Laborers
 GROUP 2: Blasters
 GROUP 3: Wagon Drill-Airtrack
 GROUP 4: Laser Beam Operator
 GROUP 5: Road Finisher, Form Setter, Gunnite Nozzleman,

- Sandblasters, Burning Torch, Concrete Saw Operators
- GROUP 6: Video Machine Operator in inspection of Pipe
- GROUP 7: Potman, Pipelayers, Pavement Breakers or Busters, jackhammer operators; barco rammers; chain saw; powder monkey; black top rakers; scalers; drill tenders; mortar mixers; men working from swinging scaffold bosum chair; suspended cage or bucket; work in caissons below 8 feet; concrete motor buggy; all other operators of mechanical tools, including vibrators regardless of type of power.
- GROUP 8: The removal of asbestos from roofs, ceilings, pipes, walls, boilers, columns and all other non-mechanical structures and surfaces. Any portion of work involving the removal and/or handling of hazardous or toxic materials and/or in areas where monitoring is required as a result of the presence of hazardous or toxic materials, all of which are defined as such in the bidding documents and specifications so as to require protective clothing.
- GROUP 9: Use of supplied air respirators
- GROUP 10: Railway Maintenance Work

TUNNEL FREE AIR CONSTRUCTION

GROUP 1	21.45	12.69+a
GROUP 2	22.38	12.69+a
GROUP 3	18.65	12.69+a
GROUP 4	41.74	12.69+a
GROUP 5	21.74	12.69+a

TUNNEL FREE AIR CLASSIFICATIONS

- GROUP 1: Tunnel workers, miners, drill runners, powder carriers, chuck tenders, trackmen, nippers, burners, brakemen, derailmen, hosemen, gravel men, groutmen, bottom bell, top bell, signal men, movers, shaft men, tunnel laborers
- GROUP 2: Blasters, welders, steel erectors, piledrivers, riggers,
- GROUP 3: Mole Nipper, Top Laborers,
- GROUP 4: Divers
- GROUP 5: Tenders for Divers

COMPRESSED AIR

GROUP 1	18.65	12.69+a
GROUP 2	21.45	12.69+a
GROUP 3	22.38	12.69+a
GROUP 4	23.31	12.69+a
GROUP 5	24.25	12.69+a
GROUP 6	25.18	12.69+a

COMPRESSED AIR CLASSIFICATIONS

- GROUP 1: Top Laborers

GROUP 2: Top Bell, Signal Men, Shaft Men, Outside Man,
Lock Tender, Gauge Tender, Outside Muck Lock Tender

GROUP 3: Top Nipper

GROUP 4: Bottom Bell, Mole Nippers per working shaft per shift up
to and including Two Moles

GROUP 5: All Tunnel Workers including Miners, Drill Runners,
Muck Men, Inside Mucklock Tender, Pumpmen, Hydrualic Men, Shield
Drivers, Monorail Operators, Motormen, Powdermen, Fan Men, Chuck
Tenders, Track Men, Nippers, Brakemen, Derail Men, Hose Men,
Grout Men, Gravel Men, Tunnel Laborers,

GROUP 6: Blasters, Mucking Machine Operators

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day
Labor Day, Thanksgiving Day, Christmas Day, and Election Day

LABO0210P 07/01/1998	Rates	Fringes
CITY OF NORTH TONAWANDA		
LABORERS HEAVY & HIGHWAY		
GROUP 1	18.83	10.60
GROUP 2	19.03	10.60
GROUP 3	19.23	10.60
GROUP 4	19.43	10.60
GROUP 5	20.83	10.60

FOOTNOTE:

a. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day,
Thanksgiving Day, Christmas Day and New Years Day

LABORERS CLASSIFICATION

LABORERS HEAVY & HIGHWAY

GROUP 1: Laborers; flaggers; outboard and hand boats
GROUP 2: Bull float; chain saw; concrete aggregate bin;
concrete bootman; gin buggy; hand or machine vibr
ator; jackhammer; mason tender mortar mixer; pavement
breaker; handlers of all steel mesh; small generators
for laborers' tools; installation of bridge drainage
pipe; pipelayers; vibrator type rollers; tamper; drill
doctor; tail or screw operator on asphalt paver; water
pump (1-1/2 and single diaphragm); nozzle (asphalt,
gunnite, seeding and sandblasting); laborers on chain
link fence erection; rock splitter and power unit;
pusher type concrete saw and all other gas, electric,
oil and air tool operators; wrecking laborers
GROUP 3: All rock or drill machine operators (except quarry

master and similar type); acetylene torch operator;
 asphalt raker; powderman
 GROUP 4: Blasters; form setters; stone or granite curb setters
 GROUP 5: Hazardous Waste Removal

UTILITY AND TUNNEL CONSTRUCTION

GROUP 1	19.33	10.60
GROUP 2	19.48	10.60
GROUP 3	19.58	10.60
GROUP 4	20.08	10.60
GROUP 5	20.18	10.60
GROUP 6	20.58	10.60
GROUP 7	20.83	10.60
GROUP 8	21.33	10.60

UTILITY AND TUNNEL CONSTRUCTION DESCRIPTION

GROUP 1: Laborers, mole nippers, top laborers
 GROUP 2: Jack hammer, pavement breaker
 GROUP 3: Top Bell
 GROUP 4: Side or roofbolt driller; conveyor men; block
 layers; caulkers; track men; nippers; burners;
 derail men; electrical cablemen; hosemen; groutmen;
 gravelmen; bottom bell; form workers; movers; shaft men
 GROUP 5: Powder Monkey
 GROUP 6: Blasters; cement finishers; iron men; miners
 GROUP 7: Steel erectors; piledrivers; riggers
 GROUP 8: Hazardous waste removal

PAIN0004B 05/01/1998

TOWNSHIPS OF HARTLAND, LOCKPORT
 NORTH TONAWANDA, NEWFANE,
 PENDLETON, ROYALTON, SOMERSET
 and the eastern halves of
 CAMBRIA and WILSON

	Rates	Fringes
PAINTERS		
BRUSH & ROLLER	19.25	10.43
DRYWALL/TAPING	19.75	10.43
WALLCOVERING	19.50	10.43
GLAZIERS	19.97	7.37

* PAIN0004E 06/01/1998

TOWNSHIPS OF LEWISTON, NIAGARA
 FALLS, PORTER, WHEATFIELD and
 the western halves of CAMBRIA
 and WILSON

PAINTERS

Painters	19.00	9.80
Tapers	19.25	9.80
Spraying, Paperhangers, Sand-		
Blasting, Swinging scaffold	20.00	9.80
Lead Abatement	21.85	9.80

PLAS0111P 07/01/1998	Rates	Fringes
CEMENT FINISHERS	22.84	11.55

PLUM0129B 05/01/1997	Rates	Fringes
PIPEFITTERS, PLUMBERS AND STEAMFITTERS	22.75	10.60

SFNY0703P 09/01/1995	Rates	Fringes
SPPRINKLER FITTERS	20.55	8.35

SHHE0071M 05/18/1998	Rates	Fringes
SHEET METAL WORKER	22.50	9.11

TEAM0449B 07/01/1998	Rates	Fringes
TRUCK DRIVERS (Heavy & Highway)		
Group 1	18.05	4.575
Group 2	21.42	4.575

Group 1: Employee hired after 4/14/81
Group 2: Senior employee

WELDERS - Receive rate prescribed for craft performing operation
to which welding is incidental.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates
listed under that identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations
indicate unions whose rates have been determined to be
prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

PART 1 - GENERAL**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including Supplementary Conditions, General Conditions and other Division-1 and all Technical Specification Sections, apply to this Section.
- B. Priority of Documents
 - 1. In case of discrepancy in the Contract Documents, interpretation shall be given preference in the following order, with later dates taking precedence over earlier dates:
 - a. Change Orders
 - b. Addenda
 - c. Supplementary Conditions
 - d. General Conditions
 - e. Technical Specifications
 - f. Drawings
 - i. Notes take precedence over other data shown on the Drawings.
 - ii. Large Scale Drawings.
 - iii. Small Scale Drawings.
 - iv. Figured Dimensions Shall Govern.
 - v. Scaled Dimensions.

1.2 PROJECT DESCRIPTION

- A. The following Work is included in this contract:
 - 1. Statement
 - a. It is a requirement of this contract for the Contractor to procure **all** independent consulting, independent sample testing / analysis, and subcontracting services necessary and required to perform and accomplish **all** the Work, including permits, surveys, tests, analyses, preliminaries, preparations, reports, and incidentals, in accordance with the established Federal, State, and Local Laws and Regulations. The Work also includes providing monitoring services as required by applicable Federal, State, and Local Laws and Regulations on behalf of the Authority. Upon completion of the Work, and prior to "Final Acceptance", the Contractor is obligated to provide the Authority with **all** approvals and certified, professionally stamped and sealed as appropriate, documentation that the work was performed in accordance with the current Federal, State, and Local Laws and Regulations.
 - i. Documentation Requirements Prior to "Final Acceptance":
 - Copies of the approved NYSDEC SPDES permit and Storm Water Pollution Prevention Plan (SWPPP).
 - Copies of all NYSDOL waiver requests and subsequent variances granted.
 - Copies of asbestos and other hazardous surveys performed.
 - Copies of all correspondence with outside governing agencies.

- Copies of all approved permits, shop drawings, and submittals.
 - "As-Builts" of demolition project, including termination locations and other information discovered on all utilities.
 - Copies of all hazardous waste and asbestos manifests and certificates of destruction or treatment associated with the demolition, excavation, transportation and disposal of all materials, objects, and structures.
 - Copies of all disposal records and manifests associated with, but not limited to the draining, cleaning and disposal of all PCBs and associated transformers, capacitors, light ballasts, or other PCB containing materials, CFCs and miscellaneous drums and containers.
 - Copies of all information, specifications and drawings discovered and developed of the existing and modifications to the storm and sanitary drainage collection systems located beneath the concrete slabs of the building footprints and site.
 - Certification of NYSDOT / Town of Cheektowaga and Calspan approval of tunnel closure between Westinghouse and Calspan.
 - The Contractor shall provide coordination and perform the Work of this project in such a way and design that the results do not adversely impact the existing storm water / sanitary sewer systems required for the site soil and water remediation efforts "By Others" under separate contract.
 - The Contractor shall provide NYSDEC certification that all contaminated soil treated and remaining on site has been decontaminated.
 - The Contractor shall provide NYSDEC certification that all on-site staging / decontamination pads have been decontaminated.
 - Copies of any additional documentation that any government agency requires to be maintained by the Authority.
- ii. All the aforementioned documentation, as it is generated, must be made available to the Engineer upon request and throughout the duration of the project.

B. Summary of Work

1. The site of the Work is:
 - a. A 118.84 acre parcel, commonly known as 4454 Genesee Street, Cheektowaga, New York 14225
2. The Project consists of (1) one contract as follows:
 - a. BNIA - Demolition of the Buffalo Airport Center - All Work required by the Drawings and the Specifications, including Bidding Requirements, Contract Forms, Conditions of the Contract, Technical Specifications, and Addenda issued prior to opening of bids for the abatement and disposal of all asbestos containing materials, lead paints, lead finishes, lead materials, PCB's, and PCB containing materials, incinerators, and site objects, removal and disposal of all under ground and above ground storage tanks and associated contaminated soils, demolition of all structures, including the power substation, to the depth limits specified and restoration of the site with-in the project limits.
3. The Work of this project includes the Contractor furnishing all independent consulting, independent testing services, labor, materials, appliances, tools, equipment and plant, and the performing of all Work in accordance with these specifications and the drawings, except for Work which is expressly noted herein or indicated on the

with site area only?

drawings as not included in the project.

- a. It is the Contractor's responsibility to research, identify, develop and / or update and maintain compliance with applicable NYSDEC SPDES permits and the Storm Water Pollution Prevention Plan (SWPPP) for the duration of the project.
- b. The Contractor is responsible for obtaining all required permits, variances and waivers, and approvals from the Federal Aviation Administration (FAA), New York State Department of Transportation (NYSDOT), New York State Department of Labor (NYSDOL), New York State Department of Environmental Conservation (NYSDEC), New York State Department of Health (NYSDOH), Town, County and other applicable agencies to perform the Work. Copies of all permits, variances and waivers, and approvals must be submitted to the Engineer prior to starting work. The Contractor is liable for all Federal, State, and Local fees imposed to obtain permits and approvals.
- c. Contractor has the option to apply for and is liable to pay for specific variances from the New York State Department of Labor (NYSDOL) pertaining to asbestos abatement. Before commencement of any work in these abatement areas, written approval of specific variances must be obtained from the NYSDOL. In addition, all specific variances must be approved by the Contractor's Subconsultant, with copies being sent to the Engineer.
- d. All asbestos containing materials must be removed prior to the start of general demolition, unless specifically approved by a NYSDOL variance.
- e. The Contractor is required to employ a NYSDEC certified 'Commercial Pesticide Applicator', as per 6NYCRR Part 325 "Application of Pesticides", and establish rodent and insect control of the project site prior to demolition activities.
- f. NYSDEC required testing of the Contractor will be necessary to determine tank contents and potential for, and extent of, associated contaminated soils, if any, prior to removal and disposal. The Contractor is responsible for clean-up / and or disposal of contaminated soil associated with the tank removal.
- g. Penmeter fence repairs and installation of new fence, gates, and appurtenances are required to secure the project site prior to asbestos abatement and general demolition.
- h. The Contractor is responsible for performing lead paint, finish, and material testing of all potential areas of the project.
 - i. The Contractor shall remove, and dispose of lead containing materials in compliance with all current Federal and State regulations, including the Environmental Protection Agency (EPA), the Resource Conservation and Recovery Act (RCRA), the Hazardous and Solid Waste Amendment (HSWA), the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) and the Occupational Safety and Health Administration (OSHA); and 29 CFR 1926.
 - ii. The Contractor shall bear responsibility for ensuring that the waste is properly handled at each stage of operation and properly stored in approved containers. Prepare a manifest (information and tracing form) to be signed by all parties handling the waste as legally required. The Buffalo Niagara International Airport (BNIA) shall be listed as the generator of the waste and shall supply its' address to the Contractor, as well as the signature of its' authorized representative on the manifest. The Contractor shall use EPA ID number NYD 002100287 on the manifest.
 - iii. The Contractor shall hire an environmental or chemical testing laboratory as

Town Requirement.

legally required to sample and test the waste in accordance with EPA Model 1311, Toxicity Characteristic Leaching Procedure (TCLP).

4. The Contractor must perform the Work associated with this project with the understanding that the main building base concrete floor slabs of different levels are to remain and be used as a cap to contain possible contaminated soil and ground water located beneath the floor slabs. Surface leaching to the contained area must be kept to a minimum. Treatment of site ground water is scheduled to be accomplished 'By Others'.
5. Restoration Requirements of the Site:
 - a. The main plant building superstructure shall be demolished in its entirety.
 - b. All main building concrete foundation floor slabs shall remain intact consistent with the NYSDEC 'Record of Decision' (R.O.D.) Operable Units #1 and #2, though all slab vaults, tunnels (with the exception of the Calspan tunnel under Genesee Street), pits and basement voids shall be backfilled, unless specifically identified otherwise, to top of adjacent slab grades with an approved flowable concrete. NYSDEC 'Record of Decision' (R.O.D.) Operable Units #1 and #2 are available for review at 181 Ellicott Street, Buffalo, New York 14203, 7th floor conference room.
 - c. All excavated areas shall be backfilled and compacted to original elevations or restoration contours, whichever are of higher elevation, graded, seeded and mulched.
 - d. The entire site shall be graded with gradual slopes to preclude ponding of surface water, safety hazards and potential for soil erosion. This includes backfilling and contouring (at a 4:1 minimum slope) between remaining adjacent concrete building floor slabs of differing elevations and between building footprints and adjacent site pavements and grassed areas. The slopes shall be graded, seeded and mulched.
 - e. All monitoring wells identified on the Dunn Engineering Company reference drawing must be maintained and preserved through the duration of the contract.
 - f. All site and basement floor slab drainage structures shall be repaired, brought to grade as required to preclude water ponding, cleaned and made functional as appropriate and required
 - g. All underground and aboveground storage tanks, equipment and pipes must be removed from site and all associated contaminated soil must be either removed from the site or decontaminated. The disturbed areas shall be backfilled and compacted to original elevations or restoration contours, whichever are of higher elevation, rough graded and seeded
 - h. All above grade objects including, but not limited to, foundation walls, signs, bollards, guiderails, poles, and internal fencing shall be entirely removed, including foundations
 - i. Existing perimeter fencing and gates shall be repaired and new fence installed on the balance to secure the entire perimeter of the site.
 - j. All ancillary buildings and structures, excluding those specifically identified on the drawings to remain shall be removed, including the electrical substation, in their entirety, including slabs and foundations within 48" of existing grade. The areas shall be backfilled to original elevations or restoration contours, whichever are of higher elevation, rough graded and seeded.
 - k. Backfill shall be clean crushed concrete, block, or brick, to within one foot of finished grade, that meets NYSDOT specifications for Unclassified Embankment Material at a maximum aggregate size of 6". The top one foot of backfill shall be

Handwritten note: Above (b) requires backfill to be backfilled to grade

a soil material that is free of clay lumps, brush, roots, and stumps, large stones and any other matter harmful to plant growth. The surface shall then be rough graded, seeded and mulched per NYSDOT specifications' "Item 610.3". All unsuitable demolition debris must be removed from the site and not buried on site.

- I. Up to 9,000 cy of excess approved clean crushed concrete, block, or brick shall be stockpiled near the north-east end of the project site for NFTA future use and graded to a height less than the projected elevation plane of runway 14 / 32. All remaining recycled material will be stockpiled and graded to drain between the BNIA Fuel Farm and Prior Aviation located off Aero Drive. The use of the airport perimeter road is prohibited. The Contractor will be required to provide an airside access security guard when working between the BNIA Fuel Farm and Prior Aviation located off Aero Drive.

C. Ceremonial Ground Breaking

1. It is the intent of the Authority to conduct a ceremonial ground breaking of the "project" around mid-February, 1999. The Contractor, after contract award, shall coordinate and provide appropriate equipment and manpower for a symbolic start of demolition of the main building.

D. Memorial Plaque

1. Identify and retrieve for the Engineer, a memorial plaque located somewhere on the first floor of the east end of the main building. This plaque apparently commemorates the dead and injured victims of a plane crash that occurred several decades ago. It is the intent of the Authority to donate the memorial plaque to the Cheektowaga Historic Society.

1.3 WORK BY OTHERS

- A. This Contractor is to be aware of the work of other potential Contractors within the same project limits as assigned to this contract.
1. General contaminated soil and ground water remediation projects for the site are in design development by others. This Contractor is required to provide access to reasonably and safely accommodate site visits by others to complete the remediation bid documents and share the same project limits with the Remediation Contractor.
 2. Interactions between contractors may be required in the latter time period of this contract. Coordinate and cooperate with the separate contractors so as not to delay the work required to complete the entire Project. No delay, interference or inefficiency claims will be entertained by the Authority or compensated for, by virtue of the presence on the site of the personnel or representatives of the Remediation Contractor, the NYSDEC or parties to an Order on Consent to be executed regarding the Environmental Remediation of the site.

1.4 CONTRACTOR'S USE OF PREMISES

A. Conform Operations at the Site to Areas and Methods Permitted by:

1. Laws.
2. Ordinances.
3. Permits.
4. Contract Documents.

5. Authority's regulations.

- B. Contractor is responsible for protection and safekeeping of his materials, products and equipment stored on the premises or incorporated into the project, until his contract is complete and accepted by the Authority.
- C. Move at the Contractor's cost all temporary facilities (i.e. Contractor's field offices), stored materials, products or equipment which interferes with the operations of the Authority or others. Do not load existing structures with weight that will prematurely endanger the structures.
- D. Staging areas for demolition vehicles and equipment will be accommodated within the project limits.
- E. Keep roadways, aircraft operations areas, aprons and entrances serving the premises clean, clear and in original condition while making these areas available to the Authority and the public at all times. Do not use these areas for parking or loading / unloading or storage of materials.
- F. The Contractor is responsible for snow removal and storage within the project limits.
- G. On-site parking within the project limits is permissible providing the Contractor indemnifies and holds the Authority harmless.

1.5 BUILDING PERMIT

- A. Building permit and related permit fees for work within Authority property lines need not be applied for and drawings need not be filed with local municipalities. The Authority will issue the Contractor, at no cost, an Authority building permit, and the contract work will be inspected also by a New York State building code official under contract with the Authority. However, all utility permits and fees as required by utility companies and local government and public service agencies, as well as all required demolition and abatement permits and fees are the responsibility of the Contractor.

1.6 WASTE REMOVAL

- A. Conduct cleaning and disposal operations in compliance with applicable ordinances and anti-pollution laws.
- B. Provide on-site containers for collection of waste materials, debris and rubbish. At reasonable intervals during progress of work, dispose of waste materials, debris and rubbish.
- C. Remove waste materials, debris and rubbish from site, and legally dispose of at public or private disposal areas off Owner's property. Disposal methods, transportation, and final disposition must be approved by NYS DEC.

1.7 CLEANING

- A. Clean site and premises to Engineer's satisfaction daily during the work effort.
- B. Maintain site and premises free from accumulations of waste materials and rubbish caused by operations on a daily basis.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

PART 4 - MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT

- A. No separate measurement will be made for work required under this section.

4.2 BASIS OF PAYMENT

- A. No separate payment will be made for work required under this section. All costs in connection therewith will be considered incidental to the work of this Contract and shall be distributed over the appropriate pay item(s) by the Contractor.

END OF SECTION

PART 1 - GENERAL**1.1 SUMMARY**

- A. To enable orderly review during progress of the work, and provide for systematic discussion of problems, the Authority will schedule project meetings and coordination with the Remediation Contractor meetings periodically throughout the contract period.
- B. The Contractor's relations with his independent testing services firm, subcontractors and suppliers, and discussions relative thereto, are the Contractor's responsibility and are generally not part of the project meeting's and coordination with the Remediation Contractor meeting's content. The Contractor and the Contractor's Subconsultant shall attend and be part of the project meeting's and coordination with the Remediation Contractor meeting's content.

1.2 QUALITY ASSURANCE

- A. Persons designated by the Contractor and the Contractor's Subconsultant, to attend and participate in the meetings, shall have the authority to commit the Contractor and the Contractor's Subconsultant to solutions agreed upon with respect to the project and coordination with the Remediation Contractor as per the General Conditions.
- B. Coordinated meetings between the Contractor, the Contractor's Subconsultant, the independent testing services firm, and subcontractors / suppliers shall be held prior to scheduled project meetings.

1.3 MEETING MINUTES

- A. The Engineer will compile minutes of each meeting and will furnish one copy to each person in attendance who may make and distribute such other copies as he wishes.

PART 2 - PRODUCTS - NOT USED**PART 3 - EXECUTION****3.1 MEETING SCHEDULE**

- A. Formal meetings will be held periodically at the discretion of the Engineer.

3.2 MEETING LOCATION

- A. Meetings will be held at the job site in a location furnished by the Contractor.

3.3 PRE-CONSTRUCTION MEETING

- A. A pre-construction meeting will be scheduled after the Authority has issued award of the contract and before work is started. Attendance is required by authorized representatives of the Contractor, the Contractor's Subconsultant, and all major subcontractors. The Authority will advise other interested parties and request their

attendance. The pre-construction meeting will be held in the NFTA offices at 181 Ellicott Street, Buffalo, New York 14203.

B. Minimum Agenda:

1. Distribute data on, and discuss:
 - a. Roles of the Engineer, Contractor, Contractor's Subconsultant, and Subcontractors.
 - b. List of subcontractors and suppliers
 - c. Tentative project schedule
2. Critical work sequencing.
3. Channels and procedures for communications.
4. Designation of responsible personnel.
5. Processing of field decisions and change orders.
6. Adequacy of distribution of Contract Documents.
7. Submittal of shop drawings, certifications, NYSDOL waiver requests and approvals, product data and samples.
8. Rules and regulations governing performance of the work.
9. Procedures for maintaining record documents.
10. Use of premises:
 - a. Office and storage areas.
 - b. Authority's requirements.
11. Major equipment deliveries and priorities.
12. Security procedures.
13. Housekeeping procedures.
14. Payment procedures.
15. EEO / Labor status.

3.4 PROJECT MEETINGS AND COORDINATION WITH THE REMEDIATION CONTRACTOR MEETINGS

- A. To the maximum extent possible, assign the same persons to represent the Contractor and the Contractor's Subconsultant throughout progress of the work. Subcontractors, material suppliers, and others may be invited to attend as pertinent to the agenda.

B. Minimum Agenda:

1. Review, revise, approve minutes of previous meeting.
2. Review work progress since last meeting.
3. Note field observations, problems and decisions.
4. Identify problems which impeded planned progress.
5. Develop corrective measures and procedure to regain planned schedule.
6. Revise project schedule as indicated.
7. Written anticipated progress during next few weeks work period.
8. Coordinate projected progress with other prime Contractors / Consultants.
9. Review submittal schedules, expedite as required to maintain schedule.
10. Maintaining quality of work standards.

11. Review proposed changes for:
 - a. Effect on project schedule.
 - b. Effect on completion date.
12. Complete other current business.

PART 4 - MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT

- A. No separate measurement will be made for work required under this section.

4.2 BASIS OF PAYMENT

- A. No separate payment will be made for work required under this section. All costs in connection therewith will be considered incidental to the work of this Contract and shall be distributed over the appropriate pay item(s) by the Contractor.

END OF SECTION

PART 1 - GENERAL**1.1 RELATED DOCUMENTS**

- A. Submit to the Engineer copies of all approved shop drawings, certifications, NYSDOL waiver variances, product data and samples required by specification sections. All submittals shall be reviewed and approved previously by the Contractor's Subconsultant.
- B. Shop Drawing, Product Data and Sample Submittal Schedule:
 - 1. Prepare and submit for information to the Engineer, in accordance with the approved Project Schedule, a separate document listing dates by which shop drawings, product data and samples must be submitted for each material, product or equipment item requiring submittal, in order to meet the approved implementation schedule.
 - 2. The schedule shall reflect an orderly sequence so as not to cause delay in the Work.
 - 3. The dates indicated shall allow reasonable time for the review process of checking, correcting and reasonable time for procurement.
 - a. Schedule to allow for review of submittals following the Contractor's Subconsultant's receipt.
 - 4. No extension of time will be granted to the Contractor because of failure to expeditiously provide shop drawings and samples in reasonable time to allow for review process.
 - 5. Dates for certifications, and NYSDOL waiver requests and approvals shall be incorporated into the Project Schedule for information purposes.
- C. Related Requirements Specified Elsewhere:
 - 1. Scheduling: Section 01311.
 - 2. Schedule of Values: Section 01370.
 - 3. Cash Flow Projections: Section 01311.

1.2 CONTRACTOR'S SUBCONSULTANT / TESTING LABORATORY / SUBCONTRACTOR APPROVALS

- A. The Contractor must submit its "Contractor's Subconsultant", Testing Laboratories, and Subcontractors for review and approval and resubmit all documentation as necessary to establish compliance with the specified requirements. None will be allowed to work on the site until all provisions as covered in the General Conditions are met.
- B. Placement of the proposed "Contractor's Subconsultant", Testing Laboratories, and Subcontractors on the Contractor's payroll prior to approval will not be allowed unless the Contractor furnishes written notification of this condition, prior to the fact.
- C. All proposed Subconsultants, Testing Laboratories, Subcontractors and Suppliers whose contractual value exceeds \$10,000 shall also be approved by the Authority's Affirmative Action Branch prior to starting work on this Contract.

1.3 SHOP DRAWINGS

- A. Original drawings, prepared by Contractor, the Contractor's Subconsultant, Subcontractor, Supplier or Distributor, which illustrate portions of the work, showing

fabrication, layout, setting and erection details.

- B. Identify details by reference to drawing sheet number(s) and pertinent detail number(s).
- C. Shop drawings shall not include the phrase "by others", except when relating to materials, products or equipment not included under the total Contract.

1.4 PRODUCT DATA

- A. Manufacturer's Standard Construction Drawings:
 - 1. Modify drawings to delete information which is not applicable to this project.
 - 2. Supplement standard information to provide additional information applicable to this project.
- B. Submit manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard description data:
 - 1. Clearly mark each copy to identify pertinent materials, products, models or equipment.
 - 2. Show dimensions and clearances required by code requirements.
 - 3. Show performance characteristics and capacities.
 - 4. Show wiring diagrams and controls.
 - 5. Include color charts or chips for color selection where colors are not pre-selected.

1.5 SAMPLES

- A. Physical samples to illustrate materials, product or equipment workmanship, and shall establish standards by which completed work is judged.
- B. Submit samples of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of product, material, or equipment with integrally related parts and attachment devices.
 - 2. Full range of color samples as specified.

1.6 CONTRACTOR'S RESPONSIBILITIES

- A. Review shop drawings, product data, samples, material, product or equipment prior to submission and stamp reviewed.
- B. Submittals without Contractor's stamp or review will not be reviewed by the Contractor's Subconsultant and will be returned for re-submission.
- C. Verify:
 - 1. Field Measurements.
 - 2. Field Construction Criteria.
 - 3. Catalog Numbers and Similar Data.
 - 4. Quantities.
- D. Coordinate each submittal with the requirements of the Project Schedule and Contract Documents.
- E. Contractor's responsibility regarding errors and omissions in submittals is not relieved by the Contractor's Subconsultant's review and approval of submittals.

- F. Contractor's responsibility regarding deviations in submittals from requirements of Contract Documents is not relieved by the Contractor's Subconsultant's review of submittals, unless the Contractor's Subconsultant gives written acceptance of specific deviations as approved by the Engineer.
- G. When work is directly related and involves more than one trade, shop drawings shall be coordinated by the submitting Contractor / Subcontractor with other trades prior to submission and related work submitted under one cover.
- H. After a shop drawing has been submitted for approval, no changes may be made to that drawing other than changes resulting from review notes made by the Contractor's Subconsultant unless such changes are clearly identified and circled before being resubmitted. Any failure to comply with this requirement shall nullify and invalidate the Contractor's Subconsultant's approval.

1.7 SUBMISSION REQUIREMENTS

- A. Quantity to the Contractor's Subconsultant
 - 1. Shop Drawings: (5) blue line print.
 - 2. Product Data: (5) copies.
 - 3. Samples: (2) each unless otherwise indicated in Specification sections.
- B. Accompany submittals with transmittal letter, in duplicate, containing:
 - 1. Date.
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. The number of each shop drawing, product data, material, product or equipment sample submitted.
 - 5. Specification section number, article or paragraph numbers.
 - 6. Notification of deviations from Contract Documents.
 - 7. Other required data.
- C. Submittals shall include:
 - 1. Date and revision dates.
 - 2. Project title and number.
 - 3. The names of:
 - a. Contractor.
 - b. Contractor's Subconsultant
 - c. Subcontractor.
 - d. Supplier.
 - e. Manufacturer.
 - 4. Identification of material, product or equipment.
 - 5. Relation to adjacent structure, materials, product or equipment.
 - 6. Field dimensions, clearly identified as such.
 - 7. Specification section number, article or paragraph number(s).
 - 8. Applicable standards, such as ASTM number or Federal Specification number.
 - 9. Sufficient blank space, for the Contractor's Subconsultant's stamp.
 - 10. Identification of deviations from Contract Documents.
 - 11. Contractor's stamp, initialed or signed, certifying review of submittal, verification of field measurements and compliance with Contract Documents.

1.8 REVIEW PROCEDURE: BY THE CONTRACTOR' S SUBCONSULTANT

- A. Stamped "Approved" No corrections or re-submissions required, work may proceed.
- B. Stamped "Approved as Noted"
 - 1. If Contractor complies with noted corrections, work may proceed.
 - 2. If for any reason the Contractor cannot comply with the noted corrections, work shall not proceed and Contractor shall resubmit, following procedures outlined here-in-before.
- C. Stamped "Return for Corrections" or "Revise and Resubmit".
 - 1. Contractor shall revise and resubmit for review. Work shall not proceed. The Engineer will not require copies of rejected submittals, but they should be available for his review upon request.

1.9 RE-SUBMISSION REQUIREMENTS

- A. Shop Drawings:
 - 1. Revise or produce new shop drawings as required and resubmit as specified for initial submittal.
 - 2. Identify on drawings all changes which have been made on documents.
 - 3. Identify re-submittal sequence number.
- B. Material / Product or Equipment Samples:
 - 1. Submit new samples as directed via initial submittal requirements.

1.10 DISTRIBUTION OF SUBMITTALS AFTER THE CONTRACTOR' S SUBCONSULTANT'S REVIEW, BY THE ORIGINAL SUBMITTER.

- A. Contractor to distribute copies of submittals which carry Contractor's Subconsultant's approved stamp, to:
 - 1. Contractor's File.
 - 2. Job-Site File. (Record Copy)
 - 3. Contractor's Subconsultant File.
 - 4. Engineer (2 copies).
- B. Distribute samples as directed.

PART 2 - PRODUCTS - NOT USED**PART 3 - EXECUTION - NOT USED****PART 4 - MEASUREMENT AND PAYMENT****4.1 METHOD OF MEASUREMENT**

- A. No separate measurement will be made for work required under this section.

4.2 BASIS OF PAYMENT

- A. No separate payment will be made for work required under this section. All costs in connection therewith will be considered incidental to the work of this Contract and shall be distributed over the appropriate pay item(s) by the Contractor.

END OF SECTION

PART 1 - GENERAL**1.1 SCHEDULE REQUIREMENTS****A. Schedule Submittal and Approval Requirements**

1. Within 10 calendar days of the Notice to Proceed of contract, the Contractor shall prepare and submit to the Engineer a progress schedule and cash flow analysis which meets all the requirements of this section.
2. The Engineer will, within 7 calendar days of receiving the schedule, either approve it as submitted or return it to the Contractor for revision and re-submission. This process will continue until an approved schedule is in place.
3. No payments will be made to the Contractor until an approved schedule is in place.
4. No acceptance, review or approval or any other action under this section shall limit, affect or impair the Contractor's obligation to perform all the work defined in the contract documents by the times stated therein.

B. Schedule Requirements

1. All schedule submittals to the Engineer should be in the form of a logic diagram or a time-scaled logic bar chart. The following minimum information must be included for each schedule activity; activity number, activity description, activity duration, responsible contractor, early start and finish dates. All logical relationships between activities must be shown.
2. Schedule activities should be of sufficient detail so that no activity has a duration greater than five working days, with the exception of procurement activities. The contractor must identify, in supporting documentation, the number of work days per week and shift per day that he intends to perform the work. All planned holidays should be indicated.
3. Schedule activities should include but are not limited to: NYSDOL asbestos waiver requests and approvals (for information only), shop drawings and shop drawing approval time, catalog cuts, samples, permits, inspection points, surveys, temporary facilities and utilities.
4. It shall be the Contractor's responsibility to ensure that all of his work is described by the schedule and that the schedule correctly represents the sequence, means, methods, techniques and procedures by which he plans to do the work.

C. Schedule Review and Updating

1. The schedule will be reviewed and the status of each activity determined at progress meetings with the Engineer.
2. If the latest completion time for any milestone activity does not meet the time allowed by the contract, the sequence of activities and / or performance of activities shall be revised by the Contractor through concurrent operations, additional manpower, additional shifts, overtime, etc., until the schedule produced indicates that all contract milestones will be met. Should such expediting procedures be necessary, no additional cost will be allowed the Contractor for: overtime, additional manpower, equipment, additional shifts, etc., except as provided for elsewhere in the Contract Documents. All modifications to the schedule must be submitted to and approved by the Engineer.

1.2 CASH FLOW PROJECTION

- A. Using the cost assigned to each activity of the Detailed Progress Schedule, the Contractor shall develop a Cash Flow Analysis in graphic form depicting estimated cash drawdown in the aggregate, by month, over the life of the job. The Cash Flow Projection will be updated each month to show forecast of remaining payments and actual payments to date.

PART 2 - PRODUCTS - NOT USED**PART 3 - EXECUTION - NOT USED****PART 4 - MEASUREMENT AND PAYMENT****4.1 METHOD OF MEASUREMENT**

- A. No separate measurement will be made for work required under this section.

4.2 BASIS OF PAYMENT

- A. No separate payment will be made for work required under this section. All costs in connection therewith will be considered incidental to the work of this Contract and shall be distributed over the appropriate pay item(s) by the Contractor.

END OF SECTION

PART 1 - GENERAL**1.1 SUMMARY**

- A. Related Requirements Specified Elsewhere
 - 1. Scheduling: Section 01311.
- B. Submit schedule of values to the Engineer at least ten (10) days prior to submitting first application for payment.
 - 1. Each item listed shall have a separate amount of labor and a separate amount for material and other costs.
- C. Upon request by Engineer, submit data that will substantiate values given.
- D. Use schedule of values only as basis for Contractor's application for payment. This information shall be of no consideration in negotiating change orders.

1.2 FORM OF SUBMITTAL

- A. Submit typewritten schedule of values on AIA Document G702/703, unless directed otherwise.
- B. Exact format will be supplied by the Engineer.

PART 2 - PRODUCTS - NOT USED**PART 3 - EXECUTION - NOT USED****PART 4 - MEASUREMENT AND PAYMENT****4.1 METHOD OF MEASUREMENT**

- A. No separate measurement will be made for work required under this section.

4.2 BASIS OF PAYMENT

- A. No separate payment will be made for work required under this section. All costs in connection therewith will be considered incidental to the work of this Contract and shall be distributed over the appropriate pay item(s) by the Contractor.

END OF SECTION

PART 1 - GENERAL

Health and safety is the sole responsibility of the Contractor. The requirements of this "Health and Safety" section are provided as the minimum requirements. The contents contained herein are not an adequate 'Health and Safety Plan' alone. Any conflict between the specifications and Occupational Safety and Health Act (OSHA) requirements shall be resolved in favor of the one that provides the higher degree of protection to the project personnel and community. The Contractor is responsible for the health and safety at the site and shall prepare a plan that addresses the unique needs of the site.

1.1 SUMMARY

This section describes the minimum health and safety requirements for this project including the requirements for the development of a written Health and Safety Plan (HASP). The Contractor is responsible and liable for the health and safety of all on-site personnel and off-site community impacted by the project. All on-site workers shall comply with the requirements of the HASP. The Contractor's HASP shall comply with all applicable federal and state regulations protecting human health and the environment from the hazards posed by activities of this project. The HASP is a required deliverable for this project. The HASP will be reviewed and approved by Engineer. The Contractor shall submit the HASP, addressing all review comments. The Contractor shall not initiate on-site work in contaminated areas until an approved HASP addressing all comments has been issued. Consistent disregard for the provision of these health and safety specifications shall be deemed just and sufficient cause for immediate stoppage of work and termination of the Contract or any Subcontract without compromise or prejudice to the rights of the Owner or the Engineer. Any discrepancies between this HASP and the specifications shall be resolved in favor of the more stringent requirements as determined by the Engineer.

1.2 REFERENCES

The publications listed below form a part of this specification section to the extent referenced. The publications are referred to in the text by the basic designation only.

AMERICAN CONFERENCE OF GOVERNMENTAL INDUSTRIAL HYGIENISTS

ACGIH TLVs	Threshold Limit Values for Chemical Substances and Physical Agents and Biological Exposure Indices (Latest Edition)
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CODE OF FEDERAL REGULATIONS (CFR)

29 CFR 1910	Occupational Safety and Health Standards (Latest Edition)
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29 CFR 1926	Safety and Health Regulations for Construction (Latest Edition)
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40 CFR 262	Standards Applicable to Generators of Hazardous Waste (Latest Edition)
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49 CFR 178	Shipping Container Specification (Latest Edition)
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U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)

EPA 9285.1-03	Standard Operating Safety Guides (Office of Emergency and Remedial Response) (Latest Edition)
NATIONAL INSTITUTES FOR SAFETY AND HEALTH (NIOSH)	
NIOSH 85-115	Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities (NIOSH, OSHA, USG, and EPA) (Latest Edition)
NIOSH 89-127	Manual of Analytical Methods (Latest Edition)
N.Y.S. DEPARTMENT OF LABOR (NYSDOL)	
NYSDOL 28.876	1980 Article 28 Section 876 NYS Labor Law (Right-to-Know Law)

1.3 DEFINITIONS

A. The following definitions shall apply to the work of this Contract:

1. Project Personnel: Project personnel including the Owner, Contractor, Engineer, Subcontractors, and federal and state representatives, working or having official business at the Project Site.
2. Authorized Visitor: Authorized visitors shall receive approval to enter the site from the Engineer. The Safety Officer has primary responsibility on determining who is qualified and may enter the site. The Safety Officer shall only allow authorized visitors with written proof that they have been medically certified and trained in accordance with 29 CFR 1910.120 to enter the contamination reduction zone or exclusion area.
3. Health and Safety Coordinator (HSC): The HSC shall be a Certified Industrial Hygienist (CIH) or Certified Safety Professional (CSP), retained by the Contractor, with a minimum of two years experience in hazardous remediations or related industries and have a working knowledge of federal and state occupational health and safety regulations. The HSC shall be familiar with air monitoring techniques and the development of health and safety programs for personnel working in potentially toxic atmospheres. The HSC shall be responsible for the development and implementation of the HASP.
4. Safety Officer (SO): The SO shall be the Contractor's on-site person responsible for the day to day implementation and enforcement of the HASP. The designated SO shall have, at a minimum, two years of experience in the remediation of hazardous waste sites or related field experience. The SO shall have formal training in health and safety and be conversant with federal and state regulations governing occupational health and safety. The SO shall be certified in CPR and first aid and have experience and training in the implementation of personal protection and air monitoring programs. The SO shall have "hands-on" experience with the operation and maintenance of real-time air monitoring equipment. The SO shall be thoroughly knowledgeable of the operation and maintenance of air-purifying respirators (APR) and supplied-air respirators (SAR) including self-contained breathing apparatus (SCBA) and airline respirators.
5. Health and Safety Technicians (HST): The HST(s) shall be the Contractor's on-site person(s) who assists the SO in implementing the HASP, in particular, with air monitoring in active work areas and maintenance of safety equipment. The HST shall have one year of hazardous waste site or related experience and be knowledgeable of applicable occupational health and safety regulations. The HST shall be certified in CPR and first aid.

6. Medical Consultant (MC): The MC is a physician certified in occupational medicine, retained by the Contractor, and responsible for conducting physical exams as specified under the Medical Monitoring Programs in this section. The MC shall have experience in the occupational health area and shall be familiar with potential site hazards of remedial action projects.
7. Project Site: The area designated on the site sketch, which includes the Contractor Work Area.
8. Contractor Work Area: An area of the project site including the Support Zone, access road, staging area, and Exclusion Zone.
9. Contractor Support Zone: An area of the Contractor work Area outside the Exclusion Zone, accessible for deliveries and visitors. No persons, vehicles, or equipment may enter these areas from the Exclusion Zone without having gone through specified decontamination procedures in the adjacent Contamination Reduction Zone.
10. Staging Areas: Areas within the Exclusion Zone for the temporary staging of contaminated materials.
11. Exclusion Zone: The innermost area within the Contractor Work Area that encloses the area of contamination. Protective clothing and breathing apparatus as specified in the health and safety requirements and in the Contractor's approved HASP shall be worn.
12. Contamination Reduction Zone: An area at the exit point of the Exclusion Zone through which all personnel, vehicles, and equipment shall enter and exit. All decontamination of vehicles and equipment and removal of personal protective clothing and breathing apparatus shall take place at the boundary between the Exclusion Zone and the Contamination Reduction Zone.
13. Contractor's Subconsultant: The Contractor's Subconsultant's representative assigned responsibility and authority for day to day field surveillance duties.
14. Monitoring: The use of direct reading field instrumentation to provide information regarding the levels of particulates, gases, vapors, or other hazards that are present or potentially present during remedial action. Monitoring shall be conducted to evaluate employee exposures to toxic materials and hazardous conditions.

1.4 SUBMITTALS

- A. Submit the following in accordance with Section 01300 - Submittals.
 1. SD-18, Records
 2. Health and Safety Plan (HASP)
 3. Prepare a HASP in accordance with the minimum requirements and formats described herein. The HASP will be reviewed and approved by the Contractor's Subconsultant. Agreed upon responses to all comments shall be incorporated into the final copy of the HASP. The HASP shall govern all work performed for this contract. The HASP shall contain and address, at a minimum, the following items in accordance with 29 CFR 1910.120(l)(2) as further described in this section:
 - a. Health and Safety Organization,
 - b. Site Description and Hazard Assessment,
 - c. Training,
 - d. Medical Surveillance,
 - e. Work Areas,
 - f. Standard Operating Safety Procedures and Engineering Controls,
 - g. Personal Protective Equipment (PPE),

- h. Personnel Hygiene and Decontamination,
- i. Equipment Decontamination,
- j. Air Monitoring,
- k. Emergency Equipment and First Aid Requirements,
- l. Emergency Response and Contingency Plan,
- m. Permit-Required Confined-Space Entry Procedures,
- n. Spill Containment Plan,
- o. Heat & Cold Stress,
- p. Record Keeping, and
- q. Community Protection Plan.

B. Basis

1. 29 CFR 1910, 29 CFR 1926, NYSDOL 28.876, EPA 9285.1-03, and NIOSH 85-115 provide the basis for the safety and health program.
2. The safety and health of the public and project personnel and the protection of the environment shall take precedence over cost and schedule considerations for all project work. The Authority, the Contractor's Subconsultant, and the Contractor's Superintendent shall be kept apprised, by the Safety Officer, of conditions which may adversely affect the safety and health of project personnel and the community. The Contractor's Subconsultant may stop work for health and safety reasons. If work is suspended for health or safety reasons, it shall not resume until approval is obtained from the Contractor's Subconsultant. The cost of work stoppage due to health and safety is the responsibility of the Contractor under this Contract.

C. Responsibilities

1. Contractor's Subconsultant's Responsibilities

- a. The Contractor's Subconsultant will be responsible for the following:
 - i. Review the HASP for the acceptability for all personnel and the impact on the site.
 - ii. Review modifications to the HASP.

2. Contractor's Responsibilities

- a. The Contractor shall be responsible for the following:
 - i. Perform all work required by the Contract Documents in a safe and environmentally acceptable manner.
 - ii. Provide for the safety of all project personnel and the community for the duration of the Contract.
 - iii. Employ an SO who shall be assigned full-time responsibility for all tasks herein described under this HASP. In the event to SO cannot meet his responsibilities, the Contractor shall be responsible for obtaining the services of an "alternate" SO meeting the minimum requirements and qualifications contained herein. No work will proceed on this project in the absence of an approved SO.
 - iv. Pre-job indoctrination of all project personnel with regard to the HASP and other safety requirements to be observed during work, including but not limited to:
 - Potential hazards,
 - Personal hygiene principles,
 - Personal protection equipment,
 - Respiratory protection equipment usage and fit testing, and

- Emergency procedures dealing with fire and medical situations.
- v. Implement this HASP, and the Emergency Contingency and Response Plan.
- vi. Provide and ensure that all project personnel are properly clothed and equipped and that all equipment is kept clean and properly maintained in accordance with the manufacturer's recommendations or replaced as necessary.
- vii. Alert appropriate emergency services before starting any hazardous work and provide a copy of the Emergency Contingency Plan to the respective emergency services.
- viii. Sole and complete responsibility of safety conditions for the project, including safety of all persons (including employees).
- ix. Protect the project personnel and the general public from hazards due to the exposure, handling, and transport of contaminated materials. Barricades, lanterns, roped-off areas, and proper signs shall be furnished in sufficient amounts and locations to safeguard the project personnel and public at all times.
- x. Ensure all OSHA health and safety requirements are met.

D. HASP Content

1. The following describes the requirements of each of the above-listed elements of the HASP.
 - a. Health and Safety Organization - List in the HASP a safety organization with specific names and responsibilities. At a minimum, provide the services of a HSC, SO, Health and Safety Technician, and an MC.
 - i. Health and Safety Coordinator (HSC): Retain the services of a HSC. The HSC shall have the following responsibilities:
 - Responsibility for the overall development and implementation of the HASP,
 - Responsibility for the initial training of on-site workers with respect to the contents of the HASP,
 - Availability during normal business hours for consultation by the SO, and
 - Availability to assist the SO in follow-up training and if changes in site conditions occur.
 - ii. Safety Officer (SO): The SO shall be responsible for the following minimum requirements:
 - Implement, enforce, and monitor the health and safety plan;
 - Pre-work indoctrination and periodic training of all on-site personnel with regard to this safety plan and other safety requirements to be observed during the project, including:
 - ⇒ Potential hazards,
 - ⇒ Personal hygiene principles,
 - ⇒ Personal protective equipment (PPE),
 - ⇒ Respiratory protection equipment usage and fit testing,
 - ⇒ Emergency procedures dealing with fire and medical situations, and
 - ⇒ Conduct daily update meetings in regard to health and safety;
 - Alert the Contractor's Subconsultant prior to starting any particular hazardous work;
 - Inform project personnel of the NYSDOL 28.876,

- Maintain separation of Exclusion Zone (Dirty) from the Support Zone (Clean) areas as described hereafter.
- iii. Health and Safety Technicians (HST): The HST shall be under direct supervision of the SO during on-site work. The HST shall be familiar with the operations, maintenance and calibration of monitoring equipment used in this remediation. A HST shall be assigned to each work crew or task in potentially hazardous areas.
- b. Site Description and Hazard Assessment - PPE Perform a hazard assessment to provide information to assist in selection of and establish air monitoring guidelines to protect on-site personnel, the environment, and the public. Provide a general description of the site, its location, past history, previous environmental sampling results, and general background on the conditions present at the site.
 - i. Chemical Hazards
 - Provide a qualitative evaluation of chemical hazards based on the following:
 - ⇒ Nature of potential contaminants,
 - ⇒ Location of potential contaminants at the project site,
 - ⇒ Potential for exposure during site activities, and
 - ⇒ Effects of potential contaminants on human health.
 - ii. Biological Hazards
 - Provide a qualitative evaluation of biological hazards consisting of the elements listed for chemical hazards.
 - iii. Physical Hazards
 - Assess the potential for physical hazards affecting personnel during the performance of the on-site work.
 - iv. Ergonomic Hazards
 - Assess the potential for ergonomic hazards affecting personnel during the performance of the on-site work.
 - Develop a hazard assessment for each site task and operation established in the HASP.
- c. Training
 - i. OSHA Training
 - Ensure that all project personnel have been trained in accordance with 29 CFR 1910.134 regulations regarding Respiratory Protection and 29 CFR 1910.1200, Hazard Communication.
 - ii. Safety Meetings
 - The SO shall conduct daily safety meetings that shall be mandatory for all project personnel. The meetings shall provide refresher courses for existing equipment and protocols, and shall examine new site conditions as they are encountered. Additional safety meetings shall be held on an as-required basis
 - Any unforeseen or site-peculiar safety-related factor, hazard, or condition that becomes evident during the performance of work at this site shall be brought to the attention of the SO in writing as quickly as possible for resolution. In the interim, the Contractor shall take prudent action to establish and maintain safe working conditions and to safeguard employees, the public, and the environment.
- d. Medical Surveillance

- i. Utilize the services of a physician to provide the medical examinations to determine if each worker is physically able to perform the work and use the respiratory equipment.
- ii. Physical examinations are required for all Contractor personnel on site who may use respiratory protection.
- e. Work Areas
 - i. Work Areas
 - Clearly lay out and identify work areas in the field. Limit equipment, operations, and personnel in the areas as defined below:
 - ⇒ Exclusion Zone - This shall include all areas where potential environmental monitoring has shown or it is suspected that a potential hazard may exist to workers. The level of PPE required in these areas shall be determined by the SO after air monitoring and on-site inspection has been conducted. The area shall be clearly delineated from the decontamination area. As work within the hazardous zone proceeds, the delineating boundary shall be relocated as necessary to prevent the accidental contamination of nearby people and equipment. The Exclusion Zone shall be delineated by fencing (e.g., chain link, snow fencing, or orange plastic fencing).
 - ⇒ Contamination Reduction Zone - This zone shall occur at the interface of "Hazardous" and "Clean" areas and shall provide for the transfer of equipment and materials from the Support Zone to the Exclusion Zone, the decontamination of personnel and clothing prior to entering the "Clean" and "Hazardous" areas. This area shall contain all required emergency equipment, etc. This area shall be clearly delineated by fencing (e.g., chain link, snow fencing, or orange plastic fencing). It shall also delineate an area that although not contaminated at a particular time may become so at a later date.
 - ⇒ Support Zone - This area is the remainder of the work site and project site. the Support Zone shall be clearly delineated and procedures implemented to prevent active or passive contamination from the work site. The function of the Support Zone includes:
 - ◇ An entry area for personnel, material and equipment to the Exclusion Zone of site operations through the Contamination Reduction Zone;
 - ◇ An exit for decontamination personnel, materials and equipment from the "Decontamination" area of site operations;
 - ◇ The housing of site special services; and
 - ◇ A storage area for clean, safety, and work equipment.
- f. Standard Operating Safety Procedures, engineering Controls
 - i. Standard Operating Safety Procedures
 - Ensure that all safety equipment and protective clothing is kept clean and well maintained.
 - Ensure that all prescription eyeglasses in use on this project be safety glasses and are compatible with respirators. No contact lenses shall be allowed on site.
 - Ensure that all disposable or reusable gloves worn on the site are approved by the SO.

- Change respirator filters during periods of prolonged respirator usage in contaminated areas, upon breakthrough. Respirator filters shall always be changed daily.
 - Cover footwear used on site by rubber overboots or booties when entering or working in the Exclusion Zone area or Contamination Reduction Zone. Boots or booties shall be washed with water and detergents to remove dirt and contaminated sediment before leaving the Exclusion Zone or Contamination Reduction Zone.
 - Decontaminate or dispose of all PPE used on site at the end of the work day. The SO shall be responsible for ensuring decontamination of PPE before reuse.
 - Individually assign all respirators and do not interchange them between workers without cleaning and sanitizing. Contractor, the Contractor's Subconsultant, the Engineer, Subcontractor and service personnel unable to pass a fit test as a result of facial hair or facial configuration shall not enter or work in an area that requires respiratory protection. Ensure that all project personnel shall have vision or corrected vision to at least 20 / 40 in one eye.
 - On-site personnel found to be disregarding any provision of this plan shall, at the request of the SO, be barred from the project.
 - Do not reuse disposable outerwear such as coveralls, gloves, and boots. Used disposable outerwear shall be removed upon leaving the hazardous work zone and shall be placed inside disposable containers provided for that purpose. These containers shall be stored at the site at the designated staging area and the Contractor shall be responsible for proper disposal of these materials at the completion of the project. This cost shall be borne by the Contractor.
 - Immediately replace protective coveralls that become torn or badly soiled.
 - Prohibit eating, drinking, chewing gum or tobacco, smoking, etc. in the Exclusion Zone and Contamination Reduction Zone.
 - All personnel shall thoroughly cleanse their hands, face, and forearms and other exposed areas prior to eating, smoking, or drinking.
 - Workers who have worked in an Exclusion Zone shall shower at the completion of the work day.
 - All personnel shall wash their hands, face, and forearms before using toilet facilities.
 - Do not allow alcohol, firearms, or drugs (without prescriptions) on site at any time.
 - All personnel who are on medication should report it to the SO who shall make a determination whether or not the individual will be allowed to work and in what capacity. The SO may require a letter from the individual's personal physician stating what limitations (if any) the medication may impose on the individual.
- ii. Contractor's Subconsultant Controls
- Provide all equipment and personnel necessary to monitor and control air emissions.
- g. Personal Protective Equipment
- i. General

- Provide all project personnel with the necessary safety equipment and protective clothing, taking into consideration the chemical, physical, ergonomic, and biological hazards at the site.
- ii. Levels of Protection
 - The determination of the proper level of protection for each task shall be the responsibility of the Contractor. These task specific levels of protection shall be stated in the Contractor's HASP.
 - The following sections describe the requirements of each level of protection.
 - ⇒ Level A Protection
 - ◇ Level A PPE
 - * Supplied-air respirator approved by the Mine Safety and Health Administration (MSHA) and NIOSH. Respirators may be:
 - ◆ Positive-pressure SCBA; or
 - ◆ Positive-pressure airline respirator (with escape bottle for Immediately Dangerous to Life and Health (IDLH) or potential for IDLH atmospheres);
 - * Fully encapsulating chemical-resistant suit;
 - * Cotton long underwear (OPTIONAL);
 - * Gloves (inner), chemical-resistant;
 - * Boots, chemical-resistant, steel toe and shank (depending on suit construction, worn over or under suit boot);
 - * Hard hat (under suit) (OPTIONAL);
 - * Disposal gloves and boot covers (worn over fully encapsulating suit);
 - * Cooling unit (OPTIONAL);
 - * Two-way radio communications (inherently safe).
 - ◇ Criteria for Level A Selection

Meeting any of these criteria warrants use of Level A protection. The chemical substance has been identified and requires the highest level of protection for skin, eyes, and the respiratory system based on:

 - * Measures (or potential for) high concentration of atmospheric vapors, gases, or particulates, or
 - * Site operations and work functions involves high potential for splash, immersion, or exposure to unexpected vapors, gases, or particulates of materials highly toxic to the skin.
 - * Substances with a high degree of hazard to the skin are known or suspected to be present, and skin contact is possible.
 - * Operations will be conducted in confined, poorly ventilated areas with the probability of substances requiring Level A protection being present.
 - * Direct readings on field Flame Ionization Detectors (FID) or Photoionization Detectors (PID) and similar instruments indicate high levels of unidentified vapors and gases in the air.
 - ◇ Guidance on Level A Selection

- * Fully encapsulating suits are primarily designed to provide a gas or vapor-tight barrier between the wearer and atmospheric contaminants. Therefore, Level A is generally worn when high concentrations of airborne substances could severely effect the skin. Since Level A requires the use of SCBA, the eyes and respiratory system are also more protected.
- * Until air surveillance data become available to assist in the selection of the appropriate level of protection, the use of Level A may have to be based on indirect evidence of the potential for atmospheric contamination or other means of skin contact with severe skin-affecting substances.

Conditions that may require Level A protection include:

- * Confined spaces: Enclosed, confined, or poorly ventilated areas are conducive to the buildup of toxic vapors, gases, or particulates. (Explosive or oxygen-deficient atmospheres are also more probable in confined spaces). Confined-space entry does not automatically warrant wearing Level A protection, but should serve as a cue to carefully consider and to justify a lower level of protection.
- * Suspected or known highly toxic substances: Various substances that are highly toxic, especially skin absorption, for example, fuming corrosives, cyanide compounds, concentrated pesticides, Department of Transportation Poison "A" materials, suspected carcinogens, and infectious substances may be known or suspected to be involved. Field instruments may not be available to detect or quantify air concentrations of these materials. Until these substances are identified and concentrations measured, maximum protection may be necessary.
- * Visible emissions: Visible air emissions from leaking containers as well as smoke from chemical fires and others, indicate high potential for concentrations of substances that could be extreme respiratory or skin hazards.
- * Job Functions: Initial site entries are generally walk-throughs, in which instruments and visual observations are used to make a preliminary evaluation of the hazards.

In initial site entries, Level A should be worn when:

- * There is a probability for exposure to high concentrations of vapors, gases, or particulates; and
- * Substances are known or suspected of being extremely toxic directly to the skin or by being absorbed.

Subsequent entries are often required to conduct the many activities needed to reduce the environmental impact of the incident. Levels of protection for later operations are based not only on data obtained from the initial and subsequent environmental monitoring, but also on the probability of contamination and ease of decontamination.

Examples of situations where Level A have been worn are:

- * Excavating of soil to sample buried drums suspected of containing high concentrations of dioxin;

- * Entering a cloud of chlorine to repair a valve broken in a railroad accident;
- * Responding to accidents involving cyanide, arsenic, and undiluted pesticides.
- * The fully encapsulating suit provides the highest degree of protection to skin, eyes, and respiratory system if the suit material resists chemicals during the time the suit is worn. While Level A provides maximum protection, all suit material may be rapidly permeated and degraded by certain chemicals from extremely high air concentrations, splashes, or immersion of boots or gloves in concentrated liquids or slugs. These limitations should be recognized when specifying the type of fully encapsulating suit. Whenever possible, the suit material should be matched with the substance it is used to protect against.

⇒ Level B Protection

◇ Level B PPE

- * Positive-pressure SCBA (MSHA / NIOSH approved); or
- * Positive-pressure air line respirator (with escape bottle for IDLH or potential for IDLH atmosphere) MSHA / NIOSH approved;
- * Chemical-resistant clothing (overalls and long-sleeved jacket; coveralls or hooded, one- or two-piece chemical-splash suit; disposable chemical-resistant, one-piece suits);
- * Cotton long underwear (OPTIONAL);
- * Coveralls;
- * Gloves (outer), chemical-resistant;
- * Gloves (inner), chemical-resistant;
- * Boots (inner), chemical-resistant or leather work shoe with steel toe and shank;
- * Boots (outer), chemical-resistant (disposable);
- * Hard hat (face shield) (OPTIONAL);
- * 2-way radio communication (OPTIONAL); and Taping between suit and gloves, and suit and boots.

◇ Criteria for Level B Selection

Any one of the following conditions warrants use of Level B Protection:

- * The type and atmospheric concentration of toxic substances have been identified and require a high level of respiratory protection, but less skin protection than Level A. These atmospheres would:
- * Have IDLH concentrations; or
- * Exceed limits of protection afforded by an air-purifying mask; or Contain substances for which air-purifying canisters do not exist or have low removal efficiency; or
- * Contain substances requiring air-supplied equipment, but substances or concentrations do not represent a serious skin hazard.

- * The atmosphere contains less than 19.5% oxygen.
- * Site operations make it highly unlikely that the work being done will generate high concentrations of vapors, gases or particulates, or splashes of material that will affect the skin of personal wearing Level B protection.
- * Working in confined spaces.
- * Total atmospheric concentrations, sustained in the breathing zone, or unidentified vapors or gases range from 5 ppm above background to 500 ppm above background as measured by direct reading instruments such as the FID or PID or similar instruments, but vapors and gases are not suspected of containing high levels of chemicals toxic to skin.

◇ Guidance of Level B Selection Criteria

Level B equipment provides a reasonable degree of protection against splashes and to lower air contaminant concentrations, but a somewhat lower level of protection to skin than Level A. The chemical-resistant clothing required in Level B is available in a wide variety of styles, materials, construction detail, permeability, etc. Taping joints between the gloves, boots and suit, and between hood and respirator reduces the possibility for splash and vapor or gas penetration. These factors all affect the degree of protection afforded. Therefore, the SO should select the most effective chemical-resistant clothing based on the known or anticipated hazards and job function.

Level B does provide a high level of protection to the respiratory tract. Generally, if SCBA is required, Level B clothing rather than a fully encapsulating suit (Level A) is selected based on needing less protection against known or anticipated substances affecting the skin. Level B skin protection is selected by:

- * Comparing the concentrations of known or identified substances in air with skin toxicity data;
- * Determining the presence of substances that are destructive to or readily absorbed through the skin by liquid splashes, unexpected high levels of gases, vapor or particulates, or other means of direct contact; and
- * Assessing the effect of the substance (at its measured air concentrations or splash potential) on the small area of the head and neck left unprotected by chemical-resistant clothing.

For initial site entry at an open site, Level B protection should protect site personnel, providing the conditions described in selecting Level A are known or judged to be absent.

⇒ Level C Protection

◇ Level C PPE

- * Full-face, air-purifying, cartridge- or canister-equipped respirator (MSHA / NIOSH) approved) with cartridges appropriate for the respiratory hazards;
- * Chemical-resistant clothing (coveralls, hooded, one-piece or two-piece chemical splash suit; chemical-resistant hood and apron; disposable chemical-resistant coveralls);

- * Coveralls;
 - * Cotton long underwear (OPTIONAL);
 - * Gloves (outer), chemical-resistant;
 - * Gloves (inner), chemical-resistant
 - * Boots (inner), chemical-resistant (disposable) (OPTIONAL);
 - * Hard hat (face shield) (OPTIONAL);
 - * Escape SCBA of at least 5-minute duration;
 - * 2-way radio communications (inherently safe) (OPTIONAL); and
 - * Taping between suit and boots, and suit and gloves.
- ◇ Criteria for Level C Selection
- Meeting all of these criteria permits use of Level C protection:
- * Measured air concentrations of identified substances will be reduced by the respirator to, at or below, the substance's Threshold Limit Value (TLV) or appropriate occupational exposure limit and the concentration is within the service limit of the canister.
 - * Atmospheric contaminant concentrations do not exceed IDLH levels.
 - * Atmospheric contaminants, liquid splashes, or other direct contact will not adversely affect the small area of the skin left unprotected by chemical-resistant clothing.
 - * Job functions do not require SCBA.
 - * Total readings register between background and 5 ppm above background as measured by instruments such as the FID or PID.
 - * Oxygen concentrations are not less than 19.5% by volume.
 - * Air shall be monitored continuously.
- ◇ Guidance on Level C Selection
- Level C protection is distinguished from Level B by the equipment used to protect the respiratory system, assuming the same type of chemical-resistant clothing is used. The main selection criterion for Level C is that conditions permit wearing air-purifying devices. The air-purifying device shall be a full-face mask (MSHA / NIOSH approved) equipped with a cartridge suspended from the chin or on a harness. Cartridges shall be able to remove the substances encountered.
- A full-face, air-purifying mask can be used only if:
- * Oxygen content of the atmosphere is at least 19.5% by volume;
 - * Substance(s) is(are) identified and concentration(s) measured;
 - * Substance(s) has (have) adequate warning properties;
 - * Individual passes a qualitative fit-test for the mask; and
 - * Appropriate cartridge is used, and its service limits concentration is not exceeded.
- An air monitoring program is part of all response operations when atmospheric contamination is known or suspected. It is particularly important that the air be monitored thoroughly when personnel are wearing air-purifying respirators (Level C). Continual surveillance

using direct-reading instruments and air sampling is needed to detect any changes in air quality necessitating a higher level of respiratory protection. Total unidentified vapor / gas concentrations exceeding 5 ppm above background require Level B.

⇒ Level D Protection

◇ Level D PPE

- * Coveralls, chemical resistant;
- * Gloves (outer), chemical resistant;
- * Gloves (inner), chemical resistant (OPTIONAL);
- * Boots (inner), chemical resistant or leather work shoes with steel toe and shank;
- * Boots (outer), chemical resistant (disposable) (OPTIONAL);
- * Hard hat;
- * Face shield (OPTIONAL);
- * Safety glasses with side shields or chemical splash goggles (optional); and
- * Taping between suit and boots, and suit and gloves.

◇ Criteria for Level D Selection

- * No atmospheric contaminant is present.
 - ◆ Direct reading instruments do not indicate any readings above background.
 - ◆ Job functions have been determined not to require respirator protection.

◇ Guidance on Level D Selection

Level D protection is distinguished from Level C protection in the requirement for respiratory protection. Level D is used for non-intrusive activities or intrusive activities with continuous air monitoring. It can be worn only in areas where there is no possibility of contact with contamination.

PART 2 - PRODUCTS

2.1 SAFETY EQUIPMENT SPECIFICATIONS

- A. Notify the Contractor's Subconsultant prior to purchasing any equipment or supplies required by this HASP, the type, model and manufacturer / supplier of that particular safety equipment proposed to be used or purchased for use on this project. The specifications for PPE that the Contractor is to supply to the Contractor's Subconsultant and which differ from the minimum requirements described herein are to be provided at the end of this section.

2.2 SELF-CONTAINED BREATHING APPARATUS

- A. Provide positive-pressure SCBA for possible upgrades in respiratory protection.
- B. Supply all the SCBA for all field personnel for the duration of normal work activities. The units shall be a MSHA / NIOSH-approved pressure-demand type with a 30-minute service life, manufactured or supplied by Scott, MSA, or other appropriate manufacturers.

- C. Inspect and maintain respirators in accordance with 29 CFR 1910.134 and as recommended by the manufacturer.

2.3 DISPOSABLE COVERALLS

- A. Provide, as necessary, protective coveralls for all project personnel each day with extra sets provided for authorized visitors. The coveralls shall be of the disposable type made of Tyvek or equivalent material, and shall be manufactured or supplied by Durafab, Koppler, or other appropriate manufacturers. To protect project personnel from exposure to liquids, splash-resistant suits (Saranex suits, from appropriate manufacturers) shall be provided. Ripped suits shall be immediately replaced after all necessary decontamination has been completed to the satisfaction of the SO.

2.4 HARD HAT

- A. Provide and maintain one hard hat per person on site (authorized visitors included). The hard hats shall comply with 29 CFR 1910.135.

2.5 FACE SHIELDS

- A. Provide and maintain one face shield per person on site. The face shields shall be of the full-face type meeting 29 CFR 1910.133 and shall have brackets for mounting on hard hats. Hard hats and face shields shall be from the same manufacturer to ensure proper fit and shall be manufactured or supplied by Bullard, Norton, or other appropriate manufacturers.

2.6 WORK CLOTHING

- A. Provide a minimum of two sets of work clothing per personnel to allow for changing if contaminated. The work clothing shall include a minimum of underwear, socks, work shirts, work pants, and other clothing as weather conditions dictate. All work clothes shall be put on clean, before entering the site, and shall not be kept in the same lockers as the workers street clothes. All project personnel shall shower and change to street clothing prior to leaving the site. All contaminated work clothing shall be laundered on site with wash water drained to the decontamination water holding tank.

2.7 ESCAPE-TYPE RESPIRATOR

- A. Provide and maintain one self-contained breathing escape-type respirator per person working on site. The small self-contained device shall be capable of providing oxygen to the worker while protecting an escaping worker from toxic gases. The respirator shall be made by Scott, MSA, or other appropriate manufacturer. Inspect and ensure all devices are in working order before issuing to personnel. Employees shall be trained to use equipment prior to being allowed to work on site and carry the escape-type respirator with them. An escape-type respirator shall be provided if positive-pressure SCBA are not part of the ensemble worn by each person on site.

2.8 FULL-FACE ORGANIC VAPOR RESPIRATOR

- A. Provide and maintain a dedicated air-purifying organic vapor respirator per person working in hazardous work and neutral work zones. The respirator shall be of the full-face canister type with cartridges appropriate for the respiratory hazards. Respirators and cartridges shall be MSHA / NIOSH approved, manufactured or supplied by MSA,

Scott, or other appropriate manufacturers. Inspect and maintain respirators and canisters in accordance with 29 CFR 1910.134 and in accordance with manufacturer's instructions. Ensure that proper fit, testing, training, and medical surveillance of respirator users in accordance with 29 CFR 1910.134.

2.9 GLOVES (OUTER)

- A. Supply a minimum of one pair of gloves per workman in areas where skin contact with hazardous material is possible. Work gloves shall consist of nitrile (NCR) or neoprene material. Other gloves may be selected if required based on the potential chemical present.
- B. Provide cotton liners during cold weather.

2.10 GLOVES (INNER)

- A. Supply latex or equivalent surgical gloves to be worn inside the outer gloves.

2.11 BOOTS (INNER)

- A. Supply one pair of safety shoes or boots per workman of the safety-toe type meeting the requirements of 29 CFR 1910.136.

2.12 BOOTS (OUTER)

- A. Provide and maintain one pair of overshoes for the on-site person entering a hazardous work area. The overshoes shall be constructed of rubber and shall be a minimum of 12 inches high.

PART 3 - EXECUTION

3.1 PERSONNEL HYGIENE AND DECONTAMINATION

- A. Portable "Boot Wash" Decontamination Equipment
 - 1. Provide a portable decontamination station, commonly referred to as a Boot Wash, facility for each hazardous work zone requiring decontamination for project personnel. These facilities shall be constructed to contain spent wash water, contain a reservoir of clean wash water, a power supply to operate a pump for the wash water, a separate entrance and exit to the decontamination platform, with the equipment being mobile, allowing easy transport from one hazardous work zone to the next. An appropriate detergent such as trisodium phosphate shall be used.
- B. Personnel Decontamination
 - 1. Provide full decontamination facilities at all hazardous zones. Decontamination facilities shall be described in detail in the HASP.
- C. Disposal of Spent Clothing and Material
 - 1. Place all contaminated clothing, used respirator cartridges, and other disposable items into containers for transport and proper disposal in accordance with 40 CFR 262. Containers shall conform to the requirements of 49 CFR 178. Containers containing hazardous material shall be transported by the Contractor to the staging area.
 - 2. Provide proper container packaging, labeling, transporting, and disposal.

3.2 EQUIPMENT DECONTAMINATION

A. General

1. Thoroughly wash all equipment and material used in this project in accordance with established federal and state procedures before it is removed from the project. With the exception of the excavated materials, all other contaminated debris, clothing, etc. that cannot be decontaminated shall be disposed at the Contractor's expense by a method permitted by appropriate regulatory agencies.
2. Certify, in writing, that each piece of equipment has been decontaminated prior to removal from the site. Decontaminate all vehicles and equipment used in the "Dirty Area" (exclusion zone) or that has come in contact with contaminated material. Decontamination shall take place within the designated equipment and materials decontamination area. The decontamination shall consist of degreasing (if required), followed by high-pressure, hot-water cleaning, supplemented by detergents as appropriate. Wash units shall be portable, high-pressure with a self-contained water storage tank and pressurizing system (as required). Each unit shall be capable of heating wash waters to 180 degrees Fahrenheit and providing a nozzle pressure of 150 pounds per square inch (psi).
3. Obtain Contractor's Subconsultant's approval prior to removal from site of equipment that has entered the exclusion zone.
4. Personnel engaged in vehicle decontamination shall wear, at a minimum, Level C Protective clothing and equipment.
5. If the Contractor cannot or does not satisfactorily decontaminate his tools or equipment at the completion of the project, the Contractor shall dispose of any equipment which cannot be decontaminated satisfactorily and shall bear the cost of such tools and equipment and its disposal without any liability to the Engineer and the Contractor's Subconsultant.
6. Completely decontaminate and clean the decontamination area, at the completion of the project.

3.3 EMERGENCY EQUIPMENT AND FIRST AID REQUIREMENTS

A. Communications

1. Provide telephone communication at the site field office. Emergency numbers, such as police, sheriff, fire, ambulance, hospital, NYSDEC, EPA, NYSDOH, and utilities, applicable to this site shall be prominently posted near the telephone. Establish a signaling system for emergency purposes.

B. Emergency Shower and Emergency Eye Wash

1. Supply and maintain one portable eyewash and body wash facility per active hazardous work zone. The facility shall have a minimum water capacity of 10 gallons and shall conform to 29 CFR 1910.151. The portable eyewash and body wash facility shall be manufactured / supplied by Direct Safety Company, Lab Safety Supply Company, or other appropriate suppliers.

C. Fire Extinguishers

1. Supply and maintain at least one fire extinguisher in the Contractor's office and one at each hazardous work zone. The fire extinguisher shall be a 20-pound Class ABC dry fire extinguisher with Underwriter's Laboratory (UL-) approval per 29 CFR 1910.157. The fire extinguisher shall be manufactured or supplied by Direct Safety Company, Lab Safety Supply Company, or other appropriate suppliers.

D. First Aid Kit

1. Supply and locate in the Contractor's office and at each and every hazardous work zone one 24-unit (minimum size) "industrial" or "contractor" first aid kit, required by 29 CFR 1910.151. The first aid kit shall be manufactured or supplied by Norton, Scott, or other appropriate suppliers.

3.4 EMERGENCY RESPONSE AND CONTINGENCY PLAN

A. Emergency Vehicle Access

1. Immediately move operations (equipment, materials etc.) to allow emergency vehicles access in the event that such vehicles (police, fire, ambulance) need access to a location that is blocked by the working crew operations. Emergency crews shall be briefed as to site conditions and hazards by the SO. All vehicles and personnel shall be decontaminated prior to leaving the site.

B. Personal Injury Response Plan

1. In cases of personal injuries, the injured person or the crew personnel in charge shall notify the SO. The SO shall assess the seriousness of the injury, give first aid treatment if advisable, consult by telephone with a physician if necessary, and arrange for hospitalization if required. The SO shall arrange for an ambulance if required.
2. Wrap the injured person in blankets if soiled clothing cannot be removed, for transportation to the hospital.
3. Flush the personnel, including unauthorized personnel, having skin contact with chemically contaminated liquids or soils with water after any wet or soiled clothing has been removed. These personnel should be observed by the SO to ascertain whether there are any symptoms resulting from the exposure. If there is any visible manifestation of exposure such as skin irritation, the project personnel shall refer to a consulting physician to determine whether the symptoms were the result of a delayed or acute exposure, a secondary response to exposure such as skin infection, or occupational dermatitis. All episodes of obvious chemical contamination shall be reviewed by the SO in order to determine whether changes are needed in work procedures.

C. Route to the Hospital

1. Post inconspicuous places in the Support Zone a map with written directions to the nearest hospital or emergency medical treatment facility.

D. Fire Service

1. Make arrangements to take immediate fire fighting and fire protection measures with the local Fire Chief. If there is a fire, the crewmen or their person in charge shall immediately call the SO.
2. The SO shall immediately call the fire personnel. Monitor the air downwind from any fire or explosion immediately in order to protect workers and the nearby community. If personal injuries result from any fire or explosion, the procedures outlined in the Personal Injury Response Plan are to be followed.

E. Telephone List

1. Complete the attached master telephone list and prominently post at the field office. Add to or modify as necessary. The list shall include telephone numbers of all project personnel, emergency services such as hospital, fire, police, and utilities.

PROJECT TELEPHONE LIST

CONTACT	NUMBER
Fire Department:	
Police Department:	
Ambulance:	
Hospital / Emergency Care Facility:	
Poison Control Center:	
Chemical Emergency Advice: (CHEMTREC)	
County Department of Health	
Work Hours:	
After Hours:	
New York State Department of Health:	
NYSDEC Regional Office	
Work Hours:	
After Hours:	
Contractor	
Work Hours:	
After Hours:	
Contractor's Subconsultant	
Work Hours:	
After Hours:	

3.5 PERMIT-REQUIRED CONFINED-SPACE ENTRY PROCEDURES

- A. Evaluate the work areas and determine if there are any permit-required confined spaces. If the Contractor determines that personnel will not need to enter a permit-required confined space, appropriate measures to prevent personnel from entering such shall be taken. If the Contractor determines that personnel will need to enter a permit-required confined space, develop and implement a written permit-required confined space program.
- B. The written program shall comply with 29 CFR 1910.146 and shall include, but not be limited to, the following:
 1. Implement methods to prevent unauthorized entry;
 2. Identify and evaluate the hazards of permit-required confined spaces before personnel entry;
 3. Develop and implement procedures for safe permit-required confined-space entry;
 4. Provide the appropriate equipment to evaluate permit-required confined-space;
 5. Evaluate permit-required confined spaces when entry operations are conducted;
 6. Provide at least one attendant outside the permit-required confined space which will be entered;
 7. Designate the personnel who will have active roles in entry operations;
 8. Develop and implement procedures for obtaining rescue and emergency services;

9. Develop and implement a system for the preparation, issuance, use, and collection of entry permits;
 10. Develop and implement procedures to coordinate entry operations when personnel from more than one employer are working;
 11. Develop and implement procedures for concluding the entry;
 12. Review and revise entry operations if measures may not protect personnel; and
 13. Review the permit-required confined space program to ensure personnel are protected from the hazards present.
- C. Copies of the permit-required confined space program and employee training certificates shall be included with the HASP.

3.6 ON-SITE SPILL CONTAINMENT PLAN

- A. Provide a written on-site spill containment program that includes the following minimum requirements:
1. Procedures to help prevent spills from occurring;
 2. Spill reporting procedure;
 3. Spill containment equipment list;
 4. Hazard assessment for known or unknown spilled materials;
 5. Containment techniques;
 6. Air monitoring and sampling requirements;
 7. Personal protective equipment requirements;
 8. Employee training requirements;
 9. Decontamination procedures;
 10. Cleanup and disposal methods; and
 11. Emergency evacuation procedures.

3.7 HEAT AND COLD STRESS MONITORING

A. Heat Stress

1. Maintain an American Red Cross Standard First Aid book or equivalent on site at all times so that the SO and site personnel will be able to recognize symptoms of heat emergencies and be capable of controlling the problem, because site personnel who wear protective clothing allow body heat to be accumulated causing an elevation of the body temperature. Heat cramps, heat exhaustion, and heat stroke can be experienced, which, if not remedied, can threaten life or health.
2. When protective clothing is worn, especially Levels A and B, the suggested guidelines for ambient temperature and maximum wearing time per excursion are:

Ambient Temperature (°F)	Maximum Wearing Time per Excursion (minutes)
Above 90	15
85 to 90	30
80 to 85	60
70 to 80	90
60 to 70	120
50 to 60	180

3. One method of measuring the effectiveness of employees' rest-recovery regime is by monitoring the heart rate. The "Brouha guideline" is one such method:

- a. During a 3-minute period, count the pulse rate for the last 30 seconds of the first minute, the last 30 seconds of the second minute, and the last 30 seconds of the third minute.
- b. Double the count.

If the recovery pulse rate during the last 30 seconds of the first minute is at 110 beats / minute or less and the deceleration between the first, second, and third minutes is at least 10 beats / minute, the work-recovery regime is acceptable. If the employee's rate is above that specified, a longer rest period is required, accompanied by an increased intake of fluids.

In the case of heat cramps or heat exhaustion, "Gatorade" or its equivalent is suggested as part of the treatment regime. The reason for this type of liquid refreshment is that such beverages shall return much-needed electrolytes to the system. Without these electrolytes, body systems cannot function properly, thereby increasing the represented health hazard.

Store liquid refreshment in a cooler at the edge of the decontamination zone in plastic squeeze bottles. The plastic bottles shall be marked with individual's names. Disposable cups with lids and straws may be used in place of the squeeze bottles. Prior to drinking within the decontamination zone, the project personnel shall follow the following decontamination procedures:

- i. Personnel shall wash and rinse their outer gloves and remove them.
- ii. Personnel shall remove their hard hats and respirators and place on table.
- iii. Personnel shall remove their inner gloves and place them on table.
- iv. Personnel shall wash and rinse their face and hands.
- v. Personnel shall carefully remove their personal bottle or cup from the cooler to ensure that their outer clothes do not touch any bottles, cups, etc.
- vi. The used bottle or cups shall not be returned to the cooler, but shall be placed in a receptacle or container to be cleaned or disposed of.
- vii. Personnel shall replace their respirators, hard hats, gloves and tape gloves prior to re-entering the hazardous zone.

When personnel are working in situations where the ambient temperatures and humidity are high--and especially in situations where protection Levels A, B, and C are required--the SO shall:

- i. Ensure that all employees drink plenty of fluids ("Gatorade" or its equivalent);
- ii. Ensure that frequent breaks are scheduled so overheating does not occur; and
- iii. Revise work schedules, when necessary, to take advantage of the cooler parts of the day (i.e., 5:00 a.m. to 1:00 p.m., and 6:00 p.m. to nightfall).

B. Cold Stress

1. Whole-body protection shall be provided to all site personnel that have prolonged exposure to cold air. The right kind of protective clothing shall be provided to site personnel to prevent cold stress.
2. Provide the following dry clothing as deemed necessary by the SO:
 - a. Appropriate underclothing (wool or other);
 - b. Outer coats that repel wind and moisture;
 - c. Face, head, and ear coverings;
 - d. Extra pair of socks;

- e. Insulated safety boots; and
 - f. Glove liners (wool) or wind and water-repellent gloves.
3. The SO shall use the equivalent chill temperature when determining the combined cooling effect of wind and low temperatures on exposed skin or when determining clothing insulation requirements.
 4. Site personnel working continuously in the cold are required to warm themselves on a regular basis in the on-site hygiene facility. Warm, sweet drinks shall also be provided to site personnel to prevent dehydration. The SO shall follow the work practices and recommendations for cold stress threshold limit values as stated ACGIH TLVs or equivalent cold stress prevention methods.

3.8 LOGS, REPORTS, AND RECORD KEEPING

A. Security Log

1. Maintain a daily log of security incidents and visitors granted access to the site, as well as a log of all personnel entering and exiting the site.

B. Safety Log

1. Maintain a bound safety logbook. The log shall include all health and safety matters on site and include, but not be limited to, the following information:
 - a. Date and weather conditions on site;
 - b. A description of the proposed work for the day;
 - c. Times when site personnel arrive and depart;
 - d. Air monitoring data;
 - e. Heat or cold stress monitoring;
 - f. Decontamination procedures;
 - g. Type and calibration of air sampling / monitoring equipment used;
 - h. Safety meeting summaries; and
 - i. Accidents.

C. Emergency or Accident Report

1. Report immediately any emergency or accident to the SO. The Contractor's Subconsultant shall also be notified. Submit a written report immediately, but no later than 24 hours of its concurrence. The report shall include, but not be limited to, the nature of the problem, time, location, areas affected, manner and methods used to control the emergency, sampling and monitoring data, impact, if any, to the surrounding community, and corrective actions the Contractor shall institute to minimize future occurrences. All spills shall be treated as emergencies.

D. Daily Work Report

1. Maintain a daily work report that summarizes the following:
 - a. Work performed,
 - b. Level of protection,
 - c. Air monitoring results,
 - d. Safety-related problems, and
 - e. Corrective actions implemented.

E. Posting Regulations

1. Posting Regulations

- a. Post signs at the perimeter of the Exclusion Zone that state "Warning, Hazardous Work Area, Do Not Enter Unless Authorized." In addition, a notice directing visitors to sign in shall be posted at the project site.
- b. Post a sign stating that any questions about the site should be directed to NYSDEC.
- c. Safety regulations and safety reminders shall be posted at conspicuous locations throughout the project area. At a minimum, the following safety regulations and safety reminders are to be posted around the job site.

SAFETY REMINDER FOR TOXIC CHEMICALS

(Post for Project Personnel)

1. Chemicals can't cause problems unless you breathe them, eat them, or put them on your skin.

Chemicals in Gases, Soils, Sludge, and Water

1. Don't let them go into your mouth, nose, or stay on your skin.
2. Use common personal hygiene.
 - Don't eat or drink on the site.
 - No smoking in the area of work.
 - Wear protective clothing.
 - Glove liners shall be clean.
 - Wash your hands whenever practical. Wash before eating, drinking, or smoking.
 - Don't carry chemicals home to your family. (For example, on clothing, mud in the car, dirty hands.)
 - Follow strictly the HASP.

PART 4 - MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT

- A. No separate measurement will be made for work required under this section.

4.2 BASIS OF PAYMENT

- A. No separate payment will be made for work required under this section. All costs in connection therewith will be considered incidental to the work of this Contract and shall be distributed over the appropriate pay item(s) by the Contractor.

END OF SECTION

PART 1 - GENERAL**1.1 RELATED REQUIREMENTS SPECIFIED ELSEWHERE**

- A. Summary of Work: Section 01010.

1.2 TEMPORARY SANITARY FACILITIES

- A. Use of Authority's existing toilet facilities will not be allowed.
- B. The Contractor shall furnish and install a number of temporary portable chemical toilet facilities, as required by applicable codes and regulations, for all construction personnel.
 - 1. Maintain, service and clean facilities.
 - 2. Cost of materials, installation, rental, maintenance, related supplies and removal shall be the responsibility of the Contractor.

1.3 TEMPORARY POWER, LIGHTING AND WATER

- A. The Contractor shall arrange for and procure sources of electricity, for power and lighting, and water. Use of Authority owned facilities or connections shall not be allowed.
- B. Cost of materials, installation, maintenance, removal and payment of electricity and water is the responsibility of the Contractor.
- C. Lighting in all locations shall be sufficient to permit mechanics of the various trades to properly, safely, and satisfactorily execute their work. Provide night and security lighting for protection of the Work.
- D. The Contractor shall furnish and install temporary water service for use on each floor and area of work, including the decontamination areas, to facilitate the Work of the contract.
- E. Temporary Water Control
 - 1. De-water for all conditions encountered.
 - 2. Do not direct water onto adjacent property or onto work of other Contractors.
 - 3. Non-contaminated construction water shall be disposed of through the Cheektowaga storm sewer system. Any required permits is the obligation of the Contractor to secure.
 - 4. Contaminated water must be properly contained, collected and legally disposed of off-site.
 - 5. Refer to Storm Water Pollution Prevention Plan (SWPPP) for additional Contract requirements for which no separate measurement or payment will be made.
- F. At completion of work or as the work progresses, remove temporary materials and equipment. Repair damage caused by installation and restore to original conditions.

1.4 TEMPORARY CONTRACTOR'S OFFICE AND SHEDS

- A. Construction - General
 - 1. Structurally sound.
 - 2. Weathertight, with raised floor, compatible with occupancy and storage requirements.
 - 3. At Contractor's option, mobile offices or portable buildings may be used for offices.
 - 4. Maintain throughout project period.

5. Area, services and furnishings as required to suit Contractor's needs.
 6. Locate temporary structures to avoid interference with project work and the work of others within the project limits.
 7. Relocate temporary structures as required by progress of project work and the work of others within the project limits.
 8. Telephone and fax communications services are the responsibility of the Contractor.
- B. Office and Furnishings for Authority - **Not in Contract**, however the Contractor must furnish a conference type room for about ten people on-site for the Engineer to hold project meetings.
- C. Contractor's Subconsultant and Subcontractor's Offices
1. At Contractor's option, to include area, services and furnishings as required to suit needs.
- D. Storage Sheds
1. Provide suitable sheds for storage of materials as required for Contractor's work.
- E. Cost of materials, installation, maintenance, relocations, and removals are the responsibility of the Contractor.

PART 2 - PRODUCTS

2.1 MATERIALS, EQUIPMENT AND FURNISHINGS

- A. May be new or used, but must be serviceable, adequate for intended purpose and must not create unsafe conditions or violate applicable codes.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Fill and grade sites for temporary structures to provide positive drainage.

3.2 INSTALLATION

- A. Install offices on fixed foundations.
- B. Provide steps and landings at entrance doors.

3.3 MAINTENANCE

- A. Provide continuous cleaning and maintenance for temporary structures, services, furnishings and equipment.

3.4 REMOVAL

- A. Remove temporary field offices, contents and services at completion of project or sooner if so instructed by the Authority.
- B. Remove storage sheds when no longer needed.
- C. Remove foundations, debris, grade to required elevations and clean area.

PART 4 - MEASUREMENT AND PAYMENT**4.1 METHOD OF MEASUREMENT**

- A. No separate measurement will be made for work required under this section.

4.2 BASIS OF PAYMENT

- A. No separate payment will be made for work required under this section. All costs in connection therewith will be considered incidental to the work of this Contract and shall be distributed over the appropriate pay item(s) by the Contractor.

END OF SECTION

PART 1 - GENERAL**1.1 RELATED REQUIREMENTS AND ADDITIONAL SPECIFICATIONS**

- A. Time of Final Payment: Authority - General Conditions.
- B. Completion: Release of Claims: General Conditions.
- C. Close-out submittals required for trades: Respective Sections of Specifications.
- D. Maintenance Bond: Security Forms.
- E. Final Acceptance: General Conditions.

1.2 FINAL COMPLETION

- A. Contractor shall submit written notification in accordance with General Conditions that:
 - 1. Contract Documents have been reviewed.
 - 2. Project has been inspected for compliance with Contract Documents.
 - 3. Work has been completed in accordance with Contract Documents requirements.
 - 4. Project is completed, and ready for final inspection.
- B. The Engineer will make final inspection within 7 days after receipt of notification.
- C. Should the Engineer consider that the work is finally complete in accordance with requirements of Contract Documents, the Engineer will issue a Final Certification letter and request the Contractor to make project close-out submittals.
- D. Should the Engineer consider that work is not finally complete:
 - 1. He shall notify Contractor, in writing, stating reasons.
 - 2. Contractor shall take immediate steps to remedy the stated deficiencies and send second written notice to Authority notifying that work is complete.
 - 3. The Engineer will re-inspect work.

1.3 CLOSE-OUT SUBMITTALS

- A. Deliver guarantees, warranties, and other required documentation by respective Specification sections.

1.4 EVIDENCE OF PAYMENT AND RELEASE OF LIENS

- A. Contractor's affidavit of payment of debts and claims: AIA G706.
- B. Contractor's affidavit of release of liens: AIA G706A, with:
 - 1. Consent of Surety to Final Payment: AIA G707.
 - 2. Contractor's Release or Waiver of Liens.
 - 3. Separate releases of waivers of liens for Engineer, Subconsultants, Testing Agencies, Subcontractors, Suppliers and others with lien rights against property of Authority, together with a list of those parties.
- C. All submittals shall be duly executed before delivery to the Authority.

1.5 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit final statement of accounting to the Engineer.
- B. Statement shall reflect all adjustments, including:
 - 1. Original Contract sum.
 - 2. Additions and deductions resulting from (as applicable):
 - a. Previous change orders.
 - b. Other adjustments.
 - c. Deductions for uncorrected work.
 - d. Penalties.
 - e. Deductions for liquidated damages.
 - f. Deductions for re-inspection payments.
 - 3. Total Contract sum, as adjusted.
 - 4. Previous payments.
 - 5. Sum remaining due.
- C. The Engineer will prepare the final change order, reflecting approved adjustments to contract sum not previously made by change orders.

1.6 FINAL APPLICATION FOR PAYMENTS

- A. Contractor shall submit final application in accordance with requirements of General Conditions.

1.7 FINAL CERTIFICATE FOR PAYMENT

- A. The Engineer will issue the final certificate in accordance with provisions of General Conditions.
- B. Should final completion be materially delayed through no fault of the Contractor, the Engineer may issue a semi-final certificate for payment, in accordance with provisions of General Conditions.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

PART 4 - MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT

- A. No separate measurement will be made for work required under this section.

4.2 BASIS OF PAYMENT

- A. No separate payment will be made for work required under this section. All costs in connection therewith will be considered incidental to the work of this Contract and shall be distributed over the appropriate pay item(s) by the Contractor.

END OF SECTION

PART 1 - GENERAL**1.1 RELATED REQUIREMENTS SPECIFIED ELSEWHERE**

- A. General requirements of cleaning:
1. Supplementary Conditions,
 2. General Conditions,
 3. Division 1, and
 4. Other Technical Specification Sections.

*No provisions for
recycling or reuse
left upto contractor*

1.2 COST

- A. The cost of providing cleaning equipment, trash containers and disposing of waste from containers during construction, responsibility of:
1. The Contractor.
- B. Cost of Final Cleaning, Responsibility of:
1. The Contractor.

1.3 DURING GENERAL DEMOLITION

- A. Provide sufficient quantity of waste containers and trucks on site for collection of waste materials, rubbish and debris.
- B. Place waste materials in on-site containers and trucks provided for this purpose. remove waste materials from site daily.
- C. Truck waste materials and remove from on-site containers and legally dispose of off site.
- D. Lower waste materials from building in a controlled manner, as approved by the Contractor's Subconsultant. Do not drop or throw materials from heights.
- E. Site access roadways and adjacent aircraft operations areas must be kept clean, including machine cleaning if deemed necessary by the Engineer, of dirt, mud, stone and demolition debris, on a continuous basis, throughout contract period. The cleaning of the aircraft operations area and perimeter road could be as frequent as continuous as the elimination of foreign object debris is paramount.

1.4 FINAL CLEANING

- A. Upon completion of demolition work backfill excavations, with acceptable fill, and compact to required levels. Grade site to required elevations, seed and mulch, sweep / collect debris and remove leaving site clear of all demolition materials.

1.5 PROJECT CONDITIONS

- A. Insufficient cleaning by the Contractor will result in cleaning by the Authority, including all potential foreign object debris on the airport airside emanating from the Contractor's operations. All costs to the Authority will be recovered from the Contractor.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED**PART 4 - MEASUREMENT AND PAYMENT****4.1 METHOD OF MEASUREMENT**

- A. No separate measurement will be made for work required under this section.

4.2 BASIS OF PAYMENT

- A. No separate payment will be made for work required under this section. All costs in connection therewith will be considered incidental to the work of this Contract and shall be distributed over the appropriate pay item(s) by the Contractor.

END OF SECTION

PART 1 - GENERAL**1.1 SUMMARY**

- A. Throughout the total duration of the Project, the Contractor shall maintain at the site, for the Contractor's Subconsultant and the Engineer, one record copy of:
 - 1. Prints of drawings including delineated "As-Built" modifications.
 - 2. Specifications including delineated "As-Built" modifications.
 - 3. Addenda.
 - 4. Change orders and other modifications to the Contract.
 - 5. Engineer's written field orders or instructions.
 - 6. Reviewed Shop Drawings, Product Data and Samples.
 - 7. Field test records.
 - 8. O & M manuals.
- B. Related requirements in other parts of the Project Manual:
 - 1. General Conditions of the Contract.
- C. Related requirements specified in other Sections:
 - 1. Shop Drawings, Product Data and Samples: Section 01300.
 - 2. Project Close-Out: Section 01700.
 - 3. Detailed Requirements: All Technical Specification Divisions.

1.2 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store Contract Documents and samples apart from documents used for accomplishing the work.
 - 1. Provide files and racks for storage of documents.
- B. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for accomplishing the work.
- C. Within the 1 day notice, during the course of the work, current record documents shall be made available for inspection by the Contractor's Subconsultant and the Engineer. Review shall occur a minimum of once per month as a part of the Progress Payment back-up documentation.

1.3 RECORDING "AS-BUILT" MODIFICATIONS

- A. Label each document "Project Record" in neat, large printed letters.
- B. Record information concurrently with construction progress.
 - 1. Do not conceal any work until required information is recorded.
- C. Drawings: Legibly marked to record all deviations to current Contract Documents showing actual construction / demolition including, but not limited to the following:
 - 1. Field changes of dimension and details.
 - 2. Changes made by field order or by change order.
 - 3. Details not on original contract drawings.
 - 4. Changes made by addenda.

5. The actual location of all "capped-off" and / or re-piped subsurface utility lines, to remain active in order that the location of these lines are appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, the record drawings shall show, by offset dimensions on two permanently fixed surface features, the end of each run including each change in direction. Valve, splice boxes, and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall also be recorded.

D. Project Manual: Legibly mark each section to record.

1. Changes made by addendas.
2. Changes made by written field order or by change order.

1.4 CERTIFICATION

- A. Certify as a part of each application for payment that project documents are current at time application is submitted. Include the requirements of "RECORDING AS-BUILT MODIFICATIONS".
- B. Certify to their accuracy and completion, all modifications clearly marked for identification.
- C. Upon completion of review by the Contractor's Subconsultant, all submitted documents will be forwarded to the Engineer for approval and ownership.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

PART 4 - MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT

- A. No separate measurement will be made for work required under this section.

4.2 BASIS OF PAYMENT

- A. No separate payment will be made for work required under this section. All costs in connection therewith will be considered incidental to the work of this Contract and shall be distributed over the appropriate pay item(s) by the Contractor.

END OF SECTION

PART 1 - GENERAL**1.1 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.2 SUMMARY:

- A. Extent of building demolition work is described in the Contract Documents.
- B. Related Sections: The following sections contain requirements that relate to this Section.
 - 1. Division 2 Section "Earthwork and Drainage" for backfilling of demolition area requirements.
- C. Permits: Contractor shall secure all required demolition permits, disposal permits, insurance coverage, licenses, etc. at his own expense.
- D. Coordination: Examine Contract Documents to determine nature of proposed demolition. Perform demolition work in such manner as not to interfere or delay work of others.

1.3 SUBMITTALS:

- A. Schedule: Submit schedule indicating proposed methods and sequence of operations for demolition work to the Contractor's Subconsultant for review and approval prior to commencement of work. Include coordination for shut-off, capping, and continuation of utility services as required, or as needed by the Contractor, together with details for dust, foreign object debris, and noise control protection.
- B. Permits and Notifications: Submit copies of all required permits, licenses, insurance policies and notifications to the Contractor's Subconsultant and the Engineer and obtain the Contractor's Subconsultant's approval prior to commencement of work.

1.4 PROJECT CONDITIONS:

- A. Occupancy: Structures to be demolished are vacated and discontinued in use.
- B. Condition of Structures: Owner assumes not⁺ responsibility for actual condition of structures to be demolished or the contents of the structures.
 - 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner insofar as practicable.
 - 2. All equipment (built-in or free standing), hydraulic lifts, cranes, transformers, capacitors, pumps, furniture, barrels, containers, or items of any sort within the project limits whether they be inside or outside the buildings, with the exception of those items specifically found in the structures and areas identified on the drawings as "Not In Contract" shall become the property of the Contractor and be removed and properly disposed of off site.
- C. Salvaged Materials: Contractor's salvage items are to be transported from site as they are removed with further disposition at Contractor's option. Sale of removed items on site will not be permitted. The Contractor may store salvaged material on-site on an interim basis, however all must be removed prior to final completion or earlier if so

There is no
"Not in Contract"
in these documents

directed by the Engineer. It is the Contractor's responsibility, and at his expense, to relocate stored materials on-site if required to do so by the Engineer.

1. Contractor cannot remove or salvage any item prior to the "Notice to Proceed".
- D. Explosives: Use of explosives will not be permitted.
- E. Protections: Ensure safe passage of persons and vehicles, including aircraft, around project area. Conduct operations to prevent injury to adjacent buildings, structures, runways, aprons, other facilities, and persons.
1. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement or collapse of structures to be demolished.
 2. The Contractor must provide protection to the three (3) outfall stations (structures and contents) and the NYSDEC monitoring wells identified on the drawings.
- F. Damages: Promptly repair damages caused to adjacent structures or facilities by demolition operations at no cost to Owner. Repair methods must be submitted in detail and stamped by a New York State Licensed Professional Engineer, as well as reviewed and approved by the Engineer and the Authority.
- G. Utility Services: Maintain existing utilities in vicinity of demolition operations that are indicated to remain, keep in service, and protect against damage during demolition operations. For those services to be terminated, it will be the Contractor's responsibility to contact the appropriate utility service.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.1 DEMOLITION

- A. General: All work shall be executed in accordance with all applicable local codes and regulations with due consideration for safety, pollution controls, adjacent properties and the public welfare.
1. The Contractor shall schedule and progress demolition generally from the east to the west across the project limits.
 2. Prior to the start of work on the project the Contractor shall, with layout assistance from the Engineer and the Remediation Contractor, furnish and install construction grade fencing around the perimeter of all work and staging areas associated with the remediation contract "By Others" and identified as "Not In Contract". The Contractor shall maintain the construction fencing throughout the contract period. All work within these fenced areas is 'outside the scope of work' for this contract.
 3. The Remediation Contractor requires access to the main building structure to perform remediation work primarily at the west end in the underground mixing room tunnel and the fan room tunnel. These two areas are 'outside the scope of work' for this contract. The Contractor shall, with layout assistance from the Engineer and the Remediation Contractor, identify and mark these areas for the remediation contract "By Others" and are identified as "Not In Contract".
- B. Pollution Controls: Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to the Contractor's Subconsultant's approval. Comply with governing regulations pertaining to environmental protection.

1. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.
- C. Clean demolition sites, aprons and site roadways of dust, dirt, and foreign object debris caused by demolition operations. Return adjacent areas to condition existing prior to start of work.
- D. Removal and Disposal of Drums, Barrels, and Containers: The Contractor shall identify and locate all drums, barrels, and containers within the project limits, excluding the areas specifically identified for remediation by "By Others" and are identified as "Not In Contract", whether they be inside or outside of structures. The drums, barrels, and containers along with contents (product and / or sludge) shall be tested for contamination. The drums, barrels, and containers shall then be cleaned and along with contents disposed of off site in accordance with the regulations pertaining to the test results.
- E. Electrical Substation: Demolish, remove, and dispose of the existing 115,000 volt substation, step-down transformers, distribution transformer stations within the buildings, along with support structures, foundations, above ground and below ground cables and conduits all in their entirety. The Contractor shall coordinate termination with the appropriate Utility Companies.
- F. Building Demolition: Demolish buildings completely and remove from site in accordance with the Contract Documents. Use such methods as required to complete work within limitations of governing regulations.
 1. Proceed with demolition in systematic manner, from top of structure to ground and from east to west. Complete demolition work above each floor or tier before disturbing supporting members on lower levels.
 2. Demolish concrete and masonry in small sections.
 3. Remove structural framing members and lower to ground by hoists, derricks, or other suitable methods.
 4. Break up and remove concrete slabs-on-grade outside the main building, unless otherwise identified to remain.
 5. The main structure concrete floor slabs of differing elevations and the common connecting vertical concrete walls shall remain. The existing floor sumps, vaults, pits, (excluding manholes) shall be filled with a flowable concrete pursuant to the NYSDOT specification "Item No 17203.80 - Controlled Low Strength Material". All floor drains in these areas must be capped with a concrete plug prior to filling with the flowable concrete. Also prior to placement of fill, ensure that areas to be filled are free of standing water, frost, frozen materials, trash and debris. Standing water must be tested and disposed of in accordance with the regulations pertaining to the test results. If the test results suggest that adjacent materials may be contaminated then they to must be tested, cleaned and disposed of in accordance with the regulations pertaining to the test results or cleaned of contamination if the material, i.e. concrete floor slab, is identified to remain
 - a. The remaining adjacent concrete building floor slabs of differing elevations and between building footprints and adjacent site pavements and grassed areas shall be backfilled and contoured at a 4:1 minimum slope.
 - b. All concrete floor slab drains and roof leaders shall be capped in the vertical drops only with a concrete plug. The underground drainage system must remain in tact. All existing floor slab manholes must be maintained and raised to finish grade.

- c. Porous surfaces (i.e. concrete floor slabs identified to remain) contaminated with $> 10 \text{ ug} / 100 \text{ cm}^2$ PCB's shall be cleaned using an approved double wash / rinse method and covered with a two part solvent resistant / water repellant coating (such as epoxy). Surfaces must be marked with the M_L Mark in locations easily visible.
- 6. Locate demolition equipment throughout structure and remove material so as to not impose excessive loads to supporting walls, floors or framing.
- G. Below-Grade Demolition:
 - 1. Demolish and remove existing structures and foundation walls to a minimum of four feet below existing grades. Refer also to Drawings for additional information.
 - 2. Demolish and remove all below-grade wood and metal construction.
 - 3. Backfilling Basements and Voids: Backfill and slope below-grade areas and voids resulting from demolition of structures.
 - a. Use materials complying with NYSDOT Unclassified Embankment Material.
 - b. Prior to placement of fill materials, ensure that areas to be filled are free of standing water, frost, frozen materials, trash and debris. Standing water must be tested and disposed of in accordance with the regulations pertaining to the test results. If the test results suggest that adjacent materials may be contaminated then they to must be tested, cleaned and disposed of in accordance with the regulations pertaining to the test results.
 - c. Place fill materials in accordance with Section 02200 EARTHWORK AND DRAINAGE.
 - d. After fill placement and compaction, grade surface to meet adjacent contours and to provide slope to surface drainage structures.
 - 4. The employee tunnel beneath Genesee Street connecting Calspan shall be stripped clean from the centerline of Genesee Street north and bulkheaded at the property boundary on the North side of Genesee Street and backfilled with NYSDOT approved suitable fill material north through the project site.

3.2 DISPOSAL OF DEMOLISHED MATERIALS:

- A. General: Remove from site all debris, rubbish, and other materials resulting from demolition operations
 - 1. Burning of removed materials from demolished structures will not be permitted.
- B. Removal.
 - 1. Transport materials removed from demolished structures and legally dispose of off site

3.3 CLEANING:

- A. Upon completion of work, remove all equipment, tools, materials and debris, related to work of this Section, from site and leave premises in such condition acceptable to the Contractor's Subconsultant and the Engineer.

PART 4 - MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT

- A. No separate measurement will be made for work required under this section.

4.2 BASIS OF PAYMENT

- A. No separate payment will be made for work required under this section. All costs in connection therewith will be considered incidental to the work of this Contract and shall be distributed over the appropriate pay item(s) by the Contractor.

END OF SECTION

PART 1 - GENERAL

1.1 REFERENCES

- A. The publications listed below form a part of this section to the extent referenced. The publications are referenced in the text by basic designation only.

AMERICAN PETROLEUM INSTITUTE (API)

API Publ 2015	(1993) Safe Entry and Cleaning Petroleum Storage Tanks
API Publ 2217A	(1987) Guidelines for Work in Inert Confined Spaces in the Petroleum Industry
API Publ 2219	(1986) Safe Operation of Vacuum Trucks in Petroleum Service
API RP 1604	(1987; Supple 1990) & Removal and Disposal of Used Underground Petroleum Storage Tanks
API RP 2003	(1991) Protection Against Ignitions Arising out of Static, Lightning, and Stray Currents

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 1556	(1990) Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D 1557	(1991) Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lb./cu. ft. (2,700 kN-m/cu. m.))
ASTM D 2167	(1984; R 1990) Density and Unit of Soil in Place by the Rubber Balloon Method
ASTM D 2487	(1992) Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D 2922	(1991) Density of Soil and in Place by Nuclear Methods (Shallow Depth)
ASTM D 3017	(1988) Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)

CODE OF FEDERAL REGULATIONS (CFR)

CFR 40 Part 261	Identification and Listing of Hazardous Waste
CFR 40 Part 262	Standards Applicable to Generators of Hazardous Waste
CFR 40 Part 263	Standards Applicable to Transporters of Hazardous Waste
CFR 40 Part 264	Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
CFR 40 Part 265	Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
CFR 40 Part 266	Standards for the Management of Specific Hazardous Waste and Specific Types of Hazardous Waste Management Facilities
CFR 40 Part 280	Technical Standards and Corrective Action Requirements for Owners and Operators of Underground Storage Tanks (UST)

ENVIRONMENTAL PROTECTION AGENCY (EPA)

EPA SW-846	(Rev O) Test Methods for Evaluating Solid Waste (Vol. IA, IB, IC, and II)
6 NYCRR Part 360	Solid Waste Management Facilities
6 NYCRR Part 364	Waste Transporter Permits
6 NYCRR Part 371	Identification and Listing of Hazardous Wastes
6 NYCRR Part 372	Hazardous Waste Manifest Systems and Related Standards for Generators, Transporters and Facilities
6 NYCRR Part 613	Handling and Storage of Petroleum
6 NYCRR Part 598	Handling and Storage of Hazardous Substances

1.2 SUBMITTALS

A. Work Plan

1. The Contractor shall develop, implement, maintain, and supervise as part of the work, a comprehensive plan for tank removal and related operations. The Work Plan shall be based on work experience, on the guidance provided in this specification, and on the following references:
 - a. API RP 1604.
 - b. API Publ 2015.
 - c. API RP 2003.
 - d. API Publ 2217A.
 - e. API Publ 2219.
2. The Work Plan shall be submitted within 30 days after the effective date of the Notice to Proceed to the Contractor's Subconsultant for review and approval. No tank work at the site, with the exception of site inspections and mobilization, shall be performed until the Work Plan is approved. At a minimum the Work Plan shall include:
 - a. Scheduling and operational sequencing.
 - b. Discussion of the approach, tank cleaning, and tank cutting procedures.
 - c. A Chemical Data Acquisition Plan which describes sampling procedures and lists analysis parameters, methods, laboratory or laboratories and:
 - d. Identification of applicable regulatory requirements and permits.
 - e. Methods to be employed for residue, vapor, liquid, and contaminated water removal, purging and storage and methods proposed for control of surface water.
 - f. Identification of waste, tank and contaminated soil transporters and means of transportation.
 - g. Disposal facilities and alternate disposal facilities for residues, liquids, tanks and contaminated soils.
 - h. Borrow source.
 - i. Spill prevention plan.
 - j. Spill contingency plan.
 - k. Decontamination procedures.
 - l. A statement that the Contractor meets the requirements in "QUALIFICATIONS".
 - m. Test results for the fill material. The reports shall include the chain-of-custody records.

B. Test Reports

1. Test reports for underlying soils, tank contents and discharged water shall be submitted to the Contractor's Subconsultant and the Engineer and shall include chain-of-custody records.

C. Closure Record

1. A report prepared in accordance with "TANK CLOSURE REPORT" shall be submitted to the Contractor's Subconsultant and the Engineer .

1.3 QUALIFICATIONS

- A. The Contractor shall have a minimum of 3 years of tank removal experience and shall be certified by the State of New York for tank removal work.

1.4 REGULATORY REQUIREMENTS

A. Statutes and Regulations

1. Tank closure shall be carried out in accordance with the requirements identified in CFR 40 Part 280 as well as the applicable local and State of New York regulations. Hazardous material shall be transported in accordance with CFR 40 Part 263 to disposal facilities that operate in accordance with CFR 40 Part 264 and CFR 40 Part 265. State regulations include 6 NYCRR Parts 612-614; 6 NYCRR Parts 360, 364, 371 and 372.
2. The Contractor is required to schedule removal and disposal of the under ground storage tanks as early as possible in the project implementation schedule.

B. Notification

1. The Contractor shall notify the New York State Department of Environmental Conservation (NYSDEC) Region 9 in writing on a NYSDEC form at least 30 days prior to closure. The NYSDEC must be notified if the closure schedule is changed.

1.5 PROJECT / SITE CONDITIONS

- NOTE ARE SHOWN →
- A. The work consists of researching, investigating, identifying, removing, and disposing all (except those specifically identified to be removed and disposed of "By Others" and identified as "Not In Contract) underground and aboveground storage tanks (whether they be active, inactive, or abandoned in place), and contents (product and / or sludge), associated contaminated soils, ancillary piping and equipment, and related construction, cleaning, decontamination and disposal activities and include the entire cost in the 'Total "Lump Sum" Bid Price' .
- B. Some tanks have been removed. Others have not been identified. The Contractor must research, investigate, test and confirm that the alleged tanks and their associated contaminated soils have been removed and disposed of, complete the closure report and include the cost thereof in the 'Total "Lump Sum" Bid Price'. If found otherwise, then the Contractor must remove and dispose of them as described in Part A. above and in accordance with Article 23 - Extra Work of the General Conditions.

See the following chart for application.

Doesn't Match Drawing #1 List

Number	Size (gallons)	Comments	Reference
1	15,000	Active gasoline UST	Part 1.5, A.
2	2,000	Active diesel fuel UST	Part 1.5, A.
3	50,000	Active fuel oil UST	Part 1.5, A.
1	550	Abandoned UST	Part 1.5, A.
AREA J - 2	15,000	Abandoned in-place sand filled UST	Part 1.5, A.
1	1,000	Abandoned in-place concrete filled UST	Part 1.5, A.
AREA M - 6	15,000	Abandoned in-place concrete filled UST	Part 1.5, A.
2	500,000	Reinforced concrete AST used for fire protection	Part 1.5, A.
1	24' x 24'	Steel AST water cooling tower	Part 1.5, A.
1	30' x 24'	Water cooling AST of wood baffle construction	Part 1.5, A.
1	1,000	Removed in 1985	Part 1.5, B.
3	2,000	Removed in 1985	Part 1.5, B.
AREA K - 4	15,000	Removed in 1985	Part 1.5, B.
AREA I - 2	5,000	Removed in 1987	Part 1.5, B.
1	10,000	Removed in 1987	Part 1.5, B.
1	12,000	Removed in 1987	Part 1.5, B.
1	15,000	Removed in 1987	Part 1.5, B.
1	?	Varnish UST	Part 1.5, B.
1	?	Ammonia storage tank removed prior to 1985	Part 1.5, B.

Area I - 15,000 gal removed 1985

PART 2 - PRODUCTS - NOT USED**PART 3 - EXECUTION****3.1 GENERAL****A. Safety Guidelines**

1. Personnel working inside and in the general vicinity of the tank shall be trained and thoroughly familiar with the safety precautions, procedures, and equipment required for controlling the potential hazards associated with this work. Personnel shall use proper protection and safety equipment during work in and around the tank as specified in API Publ 2217A and API RP 1604.

B. Burning and Explosives

1. Use of explosives or burning debris will not be allowed on site.

3.2 TANK CONTENTS VERIFICATION

A. Sampling

1. Tank residues and liquids shall be sampled by the Contractor. Sampling and analysis required by the approved permitted treatment, storage, or disposal (TSD) facility receiving the material shall be the responsibility of the Contractor. Meeting all regulatory requirements, including manifesting shall be the responsibility of the Contractor.

B. Characterization

1. Prior to removing any of the tank contents, the contents shall be characterized to determine if the tank contents must be disposed in a special manner based on Local, State, and Federal disposal regulations. Each separate stratified liquid and / or solid phase shall be characterized in accordance with CFR 40 Part 261, Subpart C. The waste contents determination and accompanying test results for each phase present in the tank shall be submitted. The Contractor shall be responsible for any additional requirements identified by the disposal facility. The tank contents shall not be removed until approval is given by the Contractor's Subconsultant.

3.3 TANK REMOVAL

- A. Before excavating, residue, liquids, piping, and ancillary equipment shall be removed from the tank and the tank shall be purged and vented in accordance with API RP 1604 and as specified herein.

B. Removal of Tank Liquid, Residue, and Contaminated Water

1. Tank liquids, residues, and contaminated water shall be removed and disposed of by the Contractor. No NFTA facilities shall be used for storage or disposal of the wastes. The Contractor shall be responsible for obtaining all required permits. Usable product shall be the property of the Contractor. The Contractor shall provide approved containers, vehicles, equipment, labor, signs, labels and manifests, necessary for accomplishment of the work including materials necessary for cleaning up spills that could occur from tank removal operations.

C. Excavation

1. Exploratory Excavations

- a. Exploratory trenches shall be excavated as necessary to determine the tank location, limits and the location of ancillary equipment.

2. Tank Excavation

- a. Excavation around the perimeter of the tank shall be performed in a manner that will limit the amount of potentially contaminated soil that could be mixed with previously uncontaminated soil. Contaminated soil shall be segregated in separate stockpiles. Surface water shall be diverted to prevent direct entry into the excavation. De-watering of the excavation will be limited to that necessary to assure adequate access to the tank and piping and to assure a safe excavation. If de-watering of the excavation is required due to the direct entry of stormwater, all costs for handling and disposal will be the responsibility of the Contractor.

3. Open Excavations

- a. Open excavations and stockpile areas shall be secured while awaiting verification test results from the soil beneath the tank. The excavation shall not be backfilled without approval from the Contractor's Subconsultant and notification to the Engineer. The Contractor shall divert surface water around excavations to prevent water from directly entering into the excavation.

4. Stockpiles

- a. Uncontaminated excavated soil shall be stockpiled and used for backfill in the tank excavation prior to using borrow material. Excavated material which is visibly stained or for which real time vapor monitoring instrument readings exceed 200 ppm for volatile and semi-volatile hydrocarbons or as required by the State of New York shall be considered contaminated and shall be stockpiled for sampling in accordance with regulatory requirements. Uncontaminated soil shall be stockpiled separately from the contaminated soil, a safe distance away from, but adjacent to, the excavation. Contaminated soil shall be placed on an impermeable geomembrane a minimum of 30 mils thick, and covered with a 10 mil sheet of geomembrane as specified. The geomembrane shall be placed such that the stockpiled soil does not come into contact with surface water run-off. The 10 mil geomembrane cover shall prevent rain or surface water from coming into contact with the contaminated soil, as well as limit the escape of the volatile constituents in the stockpile. If non-contaminated soil is mixed with contaminated soil, the Contractor will be responsible for the additional cost of disposal.

5. Removal

a. Tank

- i. The tank shall be removed from the excavation and the exterior cleaned to remove all soil and inspected for signs of corrosion, structural damage, or leakage. All materials coming into contact with the tank, or in the vicinity of the excavation such as shovels, slings and tools shall be of the non-sparking type. After removal from the excavation, the tank shall be placed on a level surface at an approved location and secured with wood blocks to prevent movement.

b. Contaminated Soil

- i. After the tank has been removed from the ground, the adjacent and underlying soil shall be examined for any evidence of leakage. The soil shall be visually inspected for staining and also screened for the presence of volatile and semi-volatile hydrocarbon contamination using a real time vapor monitoring instrument. Contaminated soil shall be stockpiled on site in accordance with regulatory requirements before being transported off-site for disposal. The Contractor's Subconsultant shall determine the extent of the contaminated soil to be removed from each tank area, which shall not exceed 100 cubic yards per tank. Any evidence that contamination exceeds the amount indicated in the contract shall be reported to the Contractor's Subconsultant and Engineer the same day it is discovered. After the known contaminated soil is removed, the excavation shall be sampled and analyzed per SOIL EXAMINATION, TESTING, AND ANALYSIS.
- ii. As an option, the Contractor may establish a bio-remediation cell on the project site at a location approved by the Engineer. However, the Contractor must obtain NYSDEC approval for establishing the bio-remediation cell, maintain it, and obtain NYSDEC approval that the soil had been remediated. A corresponding time extension, at no additional cost to the Authority, will be granted as a contract change order for this immediate and specific work only.

? →
Who is going to pay
for extra soil 7100 cu yd

6. Tank Cleaning

a. Exterior

- i. Uncontaminated soil shall be removed from the tank exterior to eliminate soil deposition on roadways during transportation to a temporary storage area, ensure markings will adhere to the tank surface, and simplify tank cutting. Soil shall be removed using non-sparking tools. Soil removal shall be accomplished on a geomembrane adjacent to the tank removal site as approved by the Engineer. Uncontaminated Soil removed from the tank exterior shall be recovered and used as backfill in the former tank excavation. Soil believed to be contaminated shall be removed and stockpiled.

b. Temporary Storage

- i. If the tank is stored after the tank exterior is cleaned and ancillary equipment is removed and prior to being cut into sections, the tank shall be labeled as directed in API RP 1604, placed on blocks, and temporarily stored on a flat area adjacent to the excavation designated by the Contractor's Subconsultant. Prior to cleaning the tank interior the tank atmosphere shall be monitored for combustible vapors and purged if combustible vapors are detected.

c. Interior

- i. The tank interior shall be cleaned using a high pressure, greater than 500 psi, low volume, less than 2 gpm, water spray until all loose scale and residue is removed, and contamination in the form of a sheen is no longer visible in the effluent stream. All contaminated water resulting from cleaning operations shall be disposed of in accordance with NYSDEC regulations and guidelines. Cleaning shall be accomplished in a manner that eliminates the need for personnel to enter the tank to the greatest extent possible. Cleaning shall be done using specially designed tank cleaning equipment which allows the tank to be cleaned prior to cutting into sections without requiring personnel to enter the tank or, if less specialized equipment is used, the tank shall be partially dissected to overcome confined space entry hazards by removing the end walls. In either case, the cutting operation shall be accomplished using non-sparking or non-heat producing equipment.

3.4 SOIL EXAMINATION, TESTING, AND ANALYSIS

- A. Sample preservation and analytical procedures shall conform to EPA SW-846. The area excavated for contaminated soils shall have 1 composite confirmation sample collected from the bottom of the excavation and one composite sample collected from each side of the excavation.

1. Soil Sampling

- a. Excavation sampling and stockpiled soil shall be sampled and preserved in accordance with EPA NYSDEC Sampling Guidelines and Protocols. Sampling locations, number and specific procedures shall be as required by NYSDEC. Soil suspected of being contaminated shall be stockpiled and sampled separately. As a minimum, sampling requirements shall comply with those required by the disposal facility.

2. Analysis

- a. Soil samples from the excavation and stockpiled material shall be tested in accordance with EPA methods 8021 and 8270. Copies of all test results shall be provided to the Contractor's Subconsultant and the Engineer.

3.5 BACKFILLING

- Contractors
may limit
to 100 sq ft tank
area soil only?*
- A. The tank area and any other excavations shall be backfilled only after the soil test results have been approved by the NYSDEC. The excavation shall be de-watered if necessary. Stockpiled material shall be used as backfill if it is not contaminated.

3.6 DISPOSAL REQUIREMENTS

A. General

1. Disposal of hazardous or special wastes, shall be in accordance with all local, State, and Federal solid and hazardous waste laws and regulations, as well as the Resource Conservation and Recovery Act (RCRA), and conditions specified herein. These services shall include all necessary personnel, labor, transportation, packaging, detailed analyses (if required for disposal, manifesting or completing waste profile sheets), equipment, and reports. Liquids removed from the tank shall be recycled to the greatest degree practicable. The tanks removed shall be disposed of at approved facilities. Each tank disposed of in this manner shall be manifested as required by the State of New York to document delivery and acceptance at the disposal facility.

B. Tank and Ancillary Equipment Disposal

1. After the tank, piping, and ancillary equipment have been removed from the excavation and the tank cleaned, the tank and piping sections shall be disposed of in a State of New York approved off-site disposal facility or in a salvage yard. The Contractor shall not sell the tank intact. Ancillary equipment shall be disposed of at an approved off-site disposal facility or a salvage yard. Piping shall be disconnected from the tank and removed as indicated. Blind flanges shall be installed on piping to remain.

C. Transportation of Wastes

1. Transportation shall be provided in accordance with Department of Transportation (DOT) Hazardous Material Regulations and State and local requirements. The Contractor shall obtain all necessary permits, manifests, licenses, and approvals. Evidence that a licensed hazardous waste transporter is being used shall be included in the SUBMITTALS.

D. Salvage Rights

1. The Contractor shall retain the rights to salvage value of wastes, so long as the requirements of CFR 40 Part 266, or the applicable State requirements are met.

E. Records

1. Records shall be maintained of all waste determinations, including appropriate results of analyses performed, substances and sample location, the time of collection, and other pertinent data as required by CFR 40 Part 280, Section 74 and CFR 40 Part 262 Subpart D. Transportation, treatment, disposal methods and dates, the quantities of waste, the names and addresses of each transporter and the disposal or reclamation facility, shall also be recorded and available for inspection, as well as copies or originals of the following documents:
 - a. Manifests.
 - b. Waste analyses or waste profile sheets.
 - c. Certifications of final treatment/disposal signed by the responsible disposal facility official.

Following contract close out, the records shall become the property of the Authority.

3.7 SPILLS

A. Spill Responsibility

1. Immediate containment actions shall be taken as necessary to minimize effect of any spill or leak. Cleanup shall be in accordance with applicable Federal, State, and local laws and regulations at no additional cost to the Authority.

B. Contractor Reporting Requirements

1. If a spill occurs the Contractor shall immediately notify the Contractor's Subconsultant and the Engineer. The Contractor shall report spills related to project activities to the NYSDEC and shall also comply with applicable State requirements. A written follow-up shall be submitted to the Contractor's Subconsultant and the Engineer not later than 7 days after the initial report. The written report shall be in narrative form and as a minimum include the following:
 - a. Description of the material spilled (including identity, quantity, and manifest number).
 - b. Whether amount spilled is EPA / State reportable and when and to whom it was reported.
 - c. Exact time and location of spill, including description of the area involved.
 - d. Receiving stream or waters.
 - e. Cause of incident and equipment and personnel involved.
 - f. Injuries or property damage.
 - g. Duration of discharge.
 - h. Containment procedures initiated.
 - i. Summary of any communications Contractor has with press, agencies, or Government officials.
 - j. Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

3.8 TANK CLOSURE REPORT

- A. For each tank, a Tank Closure Report shall be prepared in a standard three ring binder and submitted with a copy to the Contractor's Subconsultant, the Engineer, and NYSDEC within 14 days of completing work at each site. Tank Closure Reports shall comply with all NYSDEC requirements appended to this section and include the following information as a minimum:
 1. A cover letter signed by a responsible company official certifying that all services involved have been performed in accordance with the terms and conditions of this specification.
 2. A narrative report describing what was encountered at each site, including:
 - a. Condition of the UST.
 - b. Any visible evidence of leaks or stained soils.
 - c. Results of vapor monitoring readings.
 - d. Actions taken including quantities of materials treated or removed.
 - e. Reasons for selecting sample locations.
 - f. Sample locations.
 - g. Collection data such as time of collection and method of preservation.
 3. Copies of all analyses performed for disposal.
 4. Copies of all waste analyses or waste profile sheets.

5. Copies of all permits, certificates, manifests, and other forms required for removal, transportation, and disposal of tanks and other waste materials.
6. Information on who sampled, analyzed, transported, and accepted all wastes encountered and copies of manifests.
7. Copies of all analysis performed for verification that underlying soil is not contaminated, with copies of chain-of-custody for each sample. All analysis shall give the identification number of the sample used. Sample identification numbers shall correspond to those provided on the one-line drawings.
8. Scaled one-line drawings showing actual tank locations, limits of excavation, limits of contamination, underground utilities within 50 feet, sample locations, and sample identification numbers.
9. Progress Photographs. The Contractor shall take a minimum of 4 views of each tank site showing such things as the location of each tank, entrance / exit road, and any other notable site condition before work begins. After work has been started at the site, the Contractor shall photographically record activities at each work location daily. Photographs shall be 3 x 5 inches and shall include:
 - a. Soil removal, handling, and sampling.
 - b. Unanticipated events such as discovery of additional contaminated areas.
 - c. Soil stockpile area.
 - d. Tank.
 - e. Site or task-specific employee respiratory and personal protection.
 - f. Fill placement and grading.
 - g. Post-construction photographs. After completion of work at each task, the Contractor shall take a minimum of four (4) views of the site. Prints shall illustrate the condition and location of work and the state of progress. The photographs shall be mounted and enclosed back-to-back in a double face plastic sleeve punched to fit standard three ring binders. Each color print shall show an information box, 1-1/2 x 3-1/2 inches. The information box for the 3 inch x 5 inch photographs shall be scaled down accordingly, or taped to the bottom of the photo. The box shall be typewritten and arranged as follows:

Contract No.:

Project No.:

Location:

Contractor/Photographer:

Photographs No.:

Date/Time:

Description:

Direction of View:

Copies of all photos shall be transmitted to the Contractor's Subconsultant and the Engineer within 4 calendar days of taking the photos in the field.

PART 4 - MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT

- A. No separate measurement will be made for work required under this section.

4.2 BASIS OF PAYMENT

- A. No separate payment will be made for work required under this section. All costs in connection therewith will be considered incidental to the work of this Contract and shall be distributed over the appropriate pay item(s) by the Contractor.

END OF SECTION

PART 1 - GENERAL**1.1 REFERENCES**

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

CODE OF FEDERAL REGULATIONS (CFR)

29 CFR 1910.145	Accident Prevention Signs and Tags
29 CFR 1910.1000	Air Contaminants
40 CFR 264	Caps
40 CFR 761	Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions
49 CFR 171	General Information, Regulations, and Definitions
49 CFR 172	Hazardous Materials Tables and Hazardous Materials Communications Regulations
49 CFR 173	Shipments and Packagings
49 CFR 174	Carriage by Rail
49 CFR 175	Carriage by Aircraft
49 CFR 176	Carriage by Vessel
49 CFR 177	Carriage by Public Highway
49 CFR 178	Shipping Container Specification
49 CFR 179	Tank Cars

1.2 REQUIREMENTS

- A. This section includes handling, drainage, and off-site removal of PCB-containing transformers, ballasts, capacitors, and other electrical equipment.
- B. The Contractor or its designated and approved Subcontractor shall provide all labor, materials, equipment, services, testing, permits, licenses necessary to perform the work in accordance with these specifications, all applicable U.S. Environmental Protection Agency (EPA), Occupational Safety and Health Act (OSHA) regulations, and any other applicable federal, state, and local government laws, codes, rules, and regulations. In an event of conflict of regulations, the most stringent laws, codes, rules, and provisions are applicable. All applicable documentation shall be kept on site and be made available for USEPA inspection.
- C. The Contractor can either assume greater than 500 ppm concentration for the entire material matrix and be subject to more restrictive requirements or perform analyses to determine concentrations for each physical state of the material, and apply specific requirements for each phase of the material.

1.3 DEFINITIONS

- A. Leak
 - 1. Leak or leaking means any instance in which a PCB article, PCB container, or PCB equipment has any PCBs on any portion of its external surface.
- B. PCBs
 - 1. PCBs as used in this specification shall mean the same as PCBs, PCB Article, PCB Article Container, PCB Container, PCB Equipment, PCB Item, PCB Transformer, PCB-Contaminated Electrical Equipment, as defined in 40 CFR 761, Section 3, Definitions.
- C. Spill
 - 1. Spill means both intentional and unintentional spills, leaks, and other uncontrolled discharges when the release results in any quantity of PCBs running off or about to run off the external surface of the equipment or other PCB source, as well as the contamination resulting from those releases.

1.4 RELATED SECTIONS

- A. Section 01450, Minimum Requirements for Health and Safety
- B. Section 02070, Manufacturing, Transporting, and Disposing of Hazardous Waste

1.5 SUBMITTALS

- A. Submit the following:
 - 1. SD-08, Statements
 - 2. PCB Disposal Plan
 - a. Submit a PCB Disposal Plan within 45 calendar days after effective date of notice to proceed for the Contractor's Subconsultant's approval. The PCB Disposal Plan shall comply with applicable requirements of federal, state, and local PCB waste regulations and address:
 - i. Identification of PCB wastes associated with the work.
 - ii. Estimated quantities of wastes to be generated and disposed of.
 - iii. Names and qualifications of each contractor that will be transporting, storing, treating, and disposing of the wastes. Include the facility location and a 24-hour point of contact.
 - iv. Names and qualifications (experience and training) of personnel who will be working on site with PCB wastes.
 - v. List of waste-handling equipment to be used in performing the work, to include cleaning, volume reduction, and transport equipment.
 - vi. Spill prevention, containment, and cleanup contingency measures to be implemented.
 - vii. Work plan and schedule for PCB waste containment, removal, and disposal.
 - 3. Notification
 - a. Notify the Contractor's Subconsultant and the Engineer 20 days prior to the start of PCB removal work.

1.6 JOB CONDITIONS

- A. Various transformers, ballasts, capacitors, and other electrical equipment are present at the site. PCB fluids are contained in many of these items of equipment. These may or may not be labeled "No PCBs."

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.1 GENERAL

- A. Any piece of electrical equipment containing dielectric fluid shall be considered to contain PCBs unless it is labeled "No PCBs" or analytical testing is performed for confirmation.
- B. Wastes shall be cleaned up and containerized daily.

3.2 TRANSFORMERS

- A. Ensure that all electrical equipment is disconnected.
- B. Remove transformer and dispose of at a Toxic Substance Control Act (TSCA-) regulated, Contractor's Subconsultant-approved incinerator or dispose of transformer through a TSCA-regulated, Contractor's Subconsultant-approved transformer decommissioning service(s). Transformers shall be stored, marked, packaged, and manifested in accordance with applicable federal, state, and local regulations.
- C. To dispose of transformer through a TSCA-regulated, Contractor's Subconsultant-approved landfill, refer to paragraphs D, E, and F in this section.
- D. Drain, collect, and remove all internal fluids from each transformer. The use of torches or cutting equipment for disassembly will only be allowed when mechanical disassembly of transformers is impractical, as determined by the Contractor's Subconsultant.
- E. Collect one sample from each transformer internal fluids and analyze for PCBs using NYSDEC Analytical Services Protocol ASP Method 8080. The Contractor shall review the analytical results and proposed the disposal method for the internal fluids. The Contractor's Subconsultant will review and notify the Contractor of the acceptability of the disposal method.
- F. Completely fill the drained transformer with rinsing agent and allow to stand for at least 18 hours. Drain the transformer and dispose of rinsed transformer through TSCA-regulated, Contractor's Subconsultant-approved transformer decommissioning service(s) or at a TSCA-regulated, Contractor's Subconsultant-approved landfill.

3.2 BALLASTS

- A. Ballasts not labeled "No PCBs" shall be considered as containing PCBs. Such ballasts shall be stored, marked, packaged, and manifested in accordance with applicable federal, state, and local regulations.
- B. Dismantle unlabeled ballasts from fixture. The use of torches or cutting equipment for dismantling will only be allowed when mechanical dismantling of ballasts is impractical, as determined by the Contractor's Subconsultant. Do not disassemble ballasts.
- C. Dispose of ballasts through a TSCA-regulated, Contractor's Subconsultant-approved ballast disposal service(s), or dispose of ballasts at TSCA-regulated, Contractor's

Subconsultant-approved incinerator, or dispose of at a TSCA-regulated, Contractor's Subconsultant-approved landfill.

3.3 ELECTRICAL CAPACITORS

- A. Capacitors not labeled "No PCBs" shall be considered as containing PCBs. Such capacitors shall be stored, marked, packaged, and manifested in accordance with applicable federal, state, and local regulations.
- B. Dispose of such capacitors through a TSCA-regulated, Contractor's Subconsultant-approved capacitor disposal service(s), or dispose of capacitors at TSCA-regulated, Contractor's Subconsultant-approved incinerator, or dispose of at a TSCA-regulated, Contractor's Subconsultant-approved landfill.

3.4 OTHER ELECTRICAL EQUIPMENT (EXCLUDING TRANSFORMERS, BALLASTS, AND CAPACITORS)

- A. Other electrical equipment not labeled "No PCBs" shall be considered as containing PCBs. Such equipment shall be stored, marked, packaged, and manifested in accordance with applicable federal, state, and local regulations.
- B. Drain, collect, and remove all internal fluids from each equipment. Internal fluids from similar equipment shall be drained into one container provided that dilution does not occur. The use of torches or cutting equipment for disassembly will only be allowed when mechanical disassembly of transformers is impractical, as determined by the Contractor's Subconsultant.
- C. Collect one sample from each equipment internal fluids. Collect one sample of internal fluids from similar equipment that were drained in one container. Analyze for PCBs using NYSDEC ASP Method 8080. The Contractor shall review the analytical results and propose the disposal method for the internal fluids. The Contractor's Subconsultant will review and notify the Contractor of the acceptability of the disposal method.
- D. Dispose of drained electrical equipment at an Contractor's Subconsultant-approved landfill.

3.5 INTERNAL FLUIDS AND RINSING AGENTS

- A. Handle and dispose of internal fluids and spent rinsing as PCB wastes.
- B. Dispose of the collected internal fluids and rinsing agents in a TSCA-regulated, Contractor's Subconsultant-approved facility for PCB concentrations greater than or equal to 50 mg / kg.
- C. Dispose of the collected internal fluids and rinsing agents in an Contractor's Subconsultant-approved facility for PCB concentrations less than 50 mg / kg.

PART 4 - MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT

- A. No separate measurement will be made for work required under this section.

4.2 BASIS OF PAYMENT

- A. No separate payment will be made for work required under this section. All costs in connection therewith will be considered incidental to the work of this Contract and shall be distributed over the appropriate pay item(s) by the Contractor.

END OF SECTION

PART 1 - GENERAL**1.1 SUMMARY**

- A. This section includes a description of the procedures, equipment, personnel, monitoring, and disposal involved in the abatement contract.
- C. The Contractor shall supply all labor, materials, services, insurance, permits, licenses, registrations, surveys, waiver requests resulting in approved variances, and equipment necessary to carry out the asbestos abatement work.

1.2 QUALITY ASSURANCE

- A. Licenses. The Contractor must submit proof of a valid state asbestos-abatement contractor's license, registration, as a Contractor approved for asbestos-related work.
- B. All asbestos abatement work shall be performed by certified asbestos abatement workers who are trained, knowledgeable, and qualified in the techniques of cleaning asbestos-contaminated areas and in the removal, handling, and disposal of asbestos-containing materials (ACM).

1.3 APPLICABLE CODES AND REGULATORY REQUIREMENTS

- A. All work conducted in conjunction with the abatement activities shall be in strict accordance with all applicable federal, state and local standards and codes governing asbestos abatement.

1.4 NOTICES AND POSTINGS

- A. United States Environmental Protection Agency (EPA)
 - 1. At least 10 days prior to the start of the project on the ACM, the Contractor shall send written notification to EPA, NESHAP Coordinator, Air Facilities Branch, 26 Federal Plaza, New York, New York 10007.
 - 2. The content of the notification shall be in accordance with Title 40, Code of Federal Regulations (CFR), Part 61.145.

1.5 SUBMITTALS**A. Pre-Abatement Submittals**

The Contractor shall attend a pre-abatement meeting scheduled within 3 working days after the Notice to Proceed by the Engineer. At this meeting, the Contractor shall present three copies of the following items, bound and indexed for approval by the Contractor's Subconsultant prior to start of field work:

- 1. Certificate of Asbestos Insurance.
- 2. Notifications to Government Agencies.
- 3. Copies of Permits, if required.
- 4. Copy of Contractor's asbestos-removal license.

5. Schedules: the Contractor shall provide to the Contractor's Subconsultant a copy of the following schedules for approval. Once approved, schedules shall be maintained and updated as required. The Contractor shall post a copy of all schedules at each asbestos abatement site:
 - a. An asbestos abatement schedule stating critical dates of the project, including start and completion of surveys, mobilization, activation, deactivation, and demobilization of all work activities (mobilization, Work Area preparation, demolition, gross removal, fine cleaning, encapsulation, inspection and clearance monitoring, and phase of refinishing and final inspections). The schedule shall be correlated with the overall project schedule of SECTION 01311 and updated biweekly at a minimum.
 - b. A schedule of staffing stating the number of workers per shift per activity, name and number of supervisor(s) per shift, shifts per day, and total days of work.
 - c. Submit all changes in schedule or staffing to the Contractor's Subconsultant prior to implementation.
 - d. A schedule of equipment to be used, including numbers and types of all major equipment such as high-efficiency particulate air (HEPA) filtration units, HEPA vacuums, airless sprayers, and Type "C" compressors.
6. A written plan and shop drawings for preparation of work site and decontamination chamber.
7. Description of protective clothing and approved respirator to be used, including make, model, and National Institute of Occupational Safety and Health (NIOSH) approval numbers.
8. Delineation, including competent person, of responsibility of work site supervision, names, resumes, and home telephone numbers.
9. Explanation of decontamination sequence and isolation techniques.
10. Description of specific equipment to be utilized, including make, model, and serial number of air filtration devices, vacuums, sprayers, etc.
11. Explanation of the handling of asbestos-contaminated waste, including EPA identification numbers of hauler.
12. Description of the final cleanup procedures to be used.
13. Name and qualifications of Contractor's testing laboratory, including American Industrial Hygiene Association (AIHA) accreditation, Environmental Laboratory Approval Program (ELAP) approval and proof of AIHA / NIOSH Proficiency Analytical Testing (PAT) Program.
14. Written description of emergency procedures to be followed in case of injury or fire. This section must include evacuation procedures, source of medical assistance (name and telephone number), and procedures to be used for access by medical personnel (e.g., first-aid squad and physician). Refer to Section 1.6 Emergency Planning.

NOTE: Necessary Emergency Procedures Shall Take Priority Over All Other Requirements of These Specifications.
15. Material Safety Data Sheets (MSDS) for encapsulants, sealants, firestopping, foam, re-spray fireproofing, tile mastic remover / solvents, cleaners / disinfectants, spray adhesive, water-based strippable coatings, and any and all potentially hazardous materials that may be employed on the project. No work involving the aforementioned will be allowed to proceed until MSDS are reviewed and approved by the Contractor's Subconsultant.

16. Worker Training and Medical Surveillance. The Contractor shall submit a list of the persons who will be employed in the removal work, and present evidence that workers have received proper training and medical examinations required by Occupational Safety and Health Act (OSHA) 29 CFR 1926.1101. EPA has amended AHERA Appendix C to Subpart E of 40 CFR Part 763. Appendix C requires that all handlers and supervisors have in their physical possession at all times on the job, copies of their initial training certificates and most recent refresher. This same information will be required for the Pre-Abatement Submittal.
 17. Logs. Specimen copies of daily progress log, visitors log, and disposal log.
 18. Worker's Acknowledgments. Submit statements signed by each employee that the employee has received training in the proper handling of ACM and understands the health implications and risks involved, as well as understands the use and limitations of the respiratory equipment to be used.
- B. Submit copies of the following items to the Contractor's Subconsultant during abatement work:
1. Security and safety logs showing names of persons entering work space, date and time of entry and exit, record of any accident, emergency evacuation, and any other safety and/or health incident.
 2. Progress logs showing the number of workers, supervisors, hours of work, and tasks completed shall be submitted daily to the Contractor's Subconsultant.
 3. Plans indicating Contractor's current work progress shall be submitted for review by the Contractor's Subconsultant and the Engineer at biweekly progress meetings.
 4. Testing sample chain-of-custody records.
 5. Fully executed disposal certificates and transportation manifest.
 6. Required permits, clearances, and licenses.
 7. All Contractor's air monitoring and inspection results.
- C. Abatement Close-out Submittals
- The Contractor shall attend an abatement close-out meeting scheduled by the Engineer. At this meeting, the Contractor shall present copies of the following items, bound and indexed:
1. Certificate of Insurance.
 2. Daily OSHA air monitoring results.
 3. All waste manifests (asbestos and construction debris), seals, and disposal logs.
 4. Field sign-in log sheets for every shift.
 5. Proof of medical examination for each worker on the project.
 6. A letter of compliance stating that all the work on this project was performed in accordance with specifications and all applicable federal, state, and local regulations.
 7. As-Abated Drawings of the project area(s) indicating where ACM was removed from as well as the location(s) of any remaining inaccessible ACM.
 8. All warranties as stated in the Specifications.
 9. Copies of visitors log.
 10. Certificates of Visual Inspection.

1.6 EMERGENCY PLANNING

- A. Emergency planning and procedures shall be developed by the Contractor prior to the initiation of abatement work and shall include considerations of loss of power, fire, explosion, toxic atmospheres, electrical hazards, slips, trips, falls, and heat-related injury. Written procedures and employee training in these procedures shall be provided by the Contractor.
- B. The Contractor's and the Contractor's Subconsultant's employees shall be trained in evacuation procedures in the event of workplace emergencies.
 - 1. Non-life-threatening situations. Employees injured or otherwise incapacitated shall decontaminate, following normal procedures with assistance from fellow workers (if necessary), before exiting the workplace to obtain proper medical treatment.
 - 2. Life-threatening injury or illness. Worker decontamination shall take least priority. After measures to stabilize the injured worker, the worker shall be removed from the workplace and proper medical treatment shall be secured.
- C. Telephone numbers of all emergency response personnel shall be prominently posted along with the location of the nearest telephone.
- D. Adequate portable fire-extinguishing equipment shall be maintained within work areas as defined by OSHA and/or local fire department regulations.

PART 2 - PRODUCTS

2.1 GENERAL

The Contractor shall provide all material and equipment that are recognized as being suitable for the intended use, in accordance with all appropriate standards and regulations and the specific requirements which follow.

A. Materials

- 1. Disposal Bags. Disposal bags shall consist of 6-mil polyethylene, preprinted with labels as required by OSHA and EPA.
- 2. Disposal Drums. Whenever used, disposal drums shall be metal or fiber board with locking ring tops and with stick-on labels as required by OSHA and EPA.
- 3. Encapsulant or Lockdown. A penetrating encapsulate shall be used that adheres to surfaces and is compatible with the specified or approved replacement materials.
- 4. Glovebags. Where permitted by the Scope of Work, negative air glovebags shall consist of a 6-mil clear polyethylene bag preprinted with appropriate OSHA warning label(s).
- 5. Polyethylene Sheeting. Polyethylene sheeting shall be fire-retardant, 6-mil thick, and clear or opaque, as specified in Section 3.
- 6. Surfactant (Amended Water). Product data, use instructions, and recommendations from manufacturer shall be submitted. Amended water shall be used in accordance with manufacturer's specifications.
- 7. Tape. Tape shall be capable of sealing joints of adjacent plastic sheets and for attachment of plastic sheets to finished and or unfinished surfaces of dissimilar materials and or adhering under dry and wet conditions, including use of amended water.
- 8. Warning Signs. Warning signs shall be selected in accordance with requirements under OSHA.

B. Equipment

1. Electrical. Electrical tools and equipment shall meet all applicable codes and regulations. Ground-fault protection or assured grounding programs, as required by OSHA, shall be in effect at all times. The Contractor shall take all additional precautions and measures to ensure a safe working environment during wet removal. This includes shutting off all live electrical lines in the work area and locking out the service box.
2. HEPA Vacuum. All vacuum equipment utilized in the work area shall have HEPA filters of 99.97% efficiency on the discharge and shall be suitable for wet/dry usage, as per OSHA.
3. Miscellaneous Personal Protective Equipment. Additional safety equipment (e.g., hard hats, nonskid footwear, eye protection, and safety lines) shall be provided by the Contractor to all his / her workers, when applicable, in accordance with OSHA requirements.
4. Negative-Pressure Ventilation Equipment. Negative-pressure ventilation units equipped with HEPA filtration of 99.97% efficiency, as per OSHA, shall be used. Each negative-pressure ventilation (HEPA-filtered) unit shall be equipped with a pressure gauge / warning device and strip chart recorder that allows continuous monitoring of system operation.
5. Other Tools and Equipment. A sufficient supply of equipment and tools (e.g., lifts, scrapers, wire cutters, brushes, utility knives, wire saws) shall be provided by the Contractor as needed. Rubber or plastic dustpans, shovels, and squeegees shall be used for cleanup activities. Brooms and metal shovels will not be allowed in restricted areas.
6. Protective Clothing. Full-body disposable protective clothing, including head and foot coverings consisting of material impenetrable by asbestos fibers (Tyvek or equivalent), shall be provided by the Contractor to all workers, in sizes adequate to accommodate movement without tearing.
7. Respirators. At a minimum, NIOSH / Mine Safety and Health Administration (MSHA)-approved, full-face, air-purifying respirators with HEPA cartridges are required during all abatement activities.
 - a. Air-Purifying Respirators
 - i. Respirator Bodies. Equip respirators with a nose cup or other anti-fogging device.
 - ii. Filter Cartridges. Provide, at a minimum, HEPA-type filters labeled with NIOSH and MSHA certification for "Radionuclides, Radon Daughters, Dust, Fumes, and Mists, including Asbestos-Containing Dusts and Mists" and color-coded in accordance with OSHA. In addition, a chemical cartridge section may be added, if required, for solvents, etc., in use. In this case, provide cartridges that have each section of the combination canister labeled with the appropriate color code and NIOSH and MSHA certification.
 - b. Powered Air-Purifying Respirators (PAPR)
 - i. Full-face or hooded PAPR equipped with HEPA filter specified for asbestos dust and NIOSH approved.
 - c. Supplied Air Respirator Systems
 - i. Face Piece and Hose. Provide continuous flow or pressure-demand respirators with fixed hood, fixed-visor helmet, or full-face piece and hose by the same manufacturer. Assembly shall be certified by NIOSH/MSHA as a Type "C" respirator assembly.

- ii. Compressed Air System. The compressed air system shall incorporate a compressor failure alarm, high-temperature alarm, a continuous carbon monoxide monitoring device, and in-line purifying sorbent beds and filters to deliver air free of water, oil, odors, vapors, and particulates. Sufficient storage shall be available to provide 30 minutes of air per connection to enable employees to evacuate work area and go through decontamination in case of compressor failure.
8. Sprayer. For amended water and / or encapsulant application, the water sprayer shall be an airless or other low-pressure type.

PART 3 - EXECUTION

3.1 SITE SECURITY AND PROTECTION

- A. Only trained and registered asbestos abatement contractor personnel shall handle, remove, or dispose of asbestos or ACM. All unauthorized personnel shall stay clear of restricted areas during abatement operations or emergency asbestos work.
 1. Required signs shall be posted at all entries to the work areas.
 2. A log book shall be maintained at the entrance to the restricted work area documenting the dates and times of the following items:
 - a. Meetings (purpose, attendees, brief discussion);
 - b. Visitations (authorized and unauthorized);
 - c. Personnel, by name, entering and leaving the work area; and
 - d. Special or unusual events (e.g., barrier breaching, equipment failures).
 3. Entry to the restricted work areas shall be through decontamination enclosure systems. All other means of access (doors, windows, hallways, etc.) shall be blocked or locked and sealed to prevent entry to or exit from the work area. The only exceptions to this rule are the emergency exits in case of fire or accident. Emergency exits shall not be blocked.
 4. The Contractor shall acknowledge responsibility for protection of all items within the work area and take all appropriate precautions.

3.2 SITE SAFETY CONFERENCE

- A. Prior to any abatement work, the Contractor will conduct a site safety conference, which shall include the Contractor's Subconsultant, and the Engineer. The safety conference shall include a discussion of the Contractor's safety program and such means, methods, devices, processes, practices, conditions, or operations as the Contractor intends to utilize in providing a safe and healthful place of employment.

3.3 ASBESTOS WASTE STORAGE

- A. A fully enclosed container lined with 6-mil, fire-retardant, polyethylene is required for on-site asbestos waste storage. The container must be equipped with locking access doors to prevent vandalism or other disturbance of the bagged asbestos debris.

3.4 ALTERNATIVE PROCEDURES

- A. Procedures described in this specification are to be used at all times. If specified procedures cannot be used, a written request must be made to the Contractor's Subconsultant detailing the problem encountered and recommended alternatives.

Alternative procedures shall provide equivalent or greater protection than procedures being replaced. Any alternate procedure must be approved in writing by the Contractor's Subconsultant prior to implementation.

3.5 AIR MONITORING

A. Negative-Pressure Enclosures

B. Personal Samples

1. The Contractor is responsible for conducting all personal sampling of his workers to satisfy the requirements of OSHA. All sampling and analyses must be conducted in accordance with OSHA. The Contractor shall post all personal air monitoring results as they are available.

2. Area Samples

- a. Refer to Attachment A of this section for information concerning types and quantities of ambient air sampling.
- b. Initial background samples, both within and outside the abatement work area, shall be collected by the Contractor before commencement of any asbestos-related activity. Samples will be analyzed by phase-contrast microscopy (PCM).
- c. During asbestos-related activities, area samples will be collected by the Contractor during each work shift within and outside the work area. These samples will be analyzed for airborne fiber concentrations utilizing PCM methodology.
- d. Area samples collected outside the work area shall be maintained at or below 0.01 fiber / cubic centimeters (f / cc) or at or below the predetermined background concentration, whichever is greater. All subsequent work and analysis needed to meet the required concentration level shall be done in accordance with directions by the Contractor's Subconsultant, and all costs shall be borne by the Contractor.
- e. Area samples collected inside the work area that exceed a level of 0.1 f / cc may require upgrading the respiratory equipment used, and may result in the Contractor's Subconsultant stopping work to evaluate work practices and Contractor's Subconsultant controls, and to order alterations as is deemed necessary.

3. Clearance Air Monitoring

- a. Refer to 3.9 of this section.

3.6 PERSONNEL PROTECTION REQUIREMENTS

A. Respiratory Protection

- B. Respirators shall be worn by all persons who enter a regulated work area or who may be exposed to airborne asbestos fibers above background levels. Respirators shall be required during pre-cleaning activities.

- C. Respiratory protection shall be provided to workers in accordance with the submitted written respiratory protection program, including all items as required by OSHA.

1. Authorized persons who will enter the work area, other than the abatement contractor's employees, shall have been trained and shall provide their own respiratory protection.

2. Employees shall be provided with personally issued, individually identified respirators.

D. Respirators: Refer to Section 2.1, B., 7. of this section for respirator selection.

E. Medical Monitoring

1. Medical monitoring must be provided by the Contractor to employees who are engaged in Class I, II, or III work (as defined in 29 CFR 1926.1101) or are exposed to asbestos above the Permissible Exposure Limit (0.1 f/cc) or excursion limit (1.0 f / cc averaged over a period of 30 minutes) for 30 or more days per year, or who are required to wear a negative-pressure respirator during work. Medical monitoring shall minimally include the requirements of OSHA.

F. Protective Clothing

1. Disposable clothing including head, foot, and full-body protection shall be provided in sufficient quantities and adequate sizes for all workers.
2. Hard hats, gloves, and other protective items as required for workers shall be provided.

3.7 WORK AREA ENCLOSURE PROCEDURES (FOR FULL CONTAINMENT)

A. Work Area Preparation and Pre-cleaning

1. The Contractor shall post warning signs (see Section 2.1, A., 8.) at any location and approaches to a location of asbestos that may exceed ambient background levels. Signs shall be posted at a distance sufficiently away from the isolated work area to allow persons to avoid exposure. Additional signs may need to be posted following construction of workplace enclosure barriers.
2. The Contractor shall shut down and lock out electrical power to all work areas, as specified for the job, and shall provide temporary power and lighting sources, provide safe installation (including ground-fault circuit interrupters) of temporary electrical systems. This activity shall be coordinated with the Contractor's Subconsultant.
3. The Contractor shall shut down, lock out, and seal all heating / ventilation / air conditioning (HVAC) components that are in, supply, or pass through the work area prior to the disturbance of any ACM. This activity shall be coordinated with the Contractor's Subconsultant.
4. Critical barrier (HVAC): The Contractor must seal all intake and exhaust vents in the work area at a minimum with tape and two layers of 6-mil, fire-retardant, polyethylene. Any system that cannot be shut down and locked out should be disconnected or sealed off by mechanical methods, if feasible. Seams in system components that pass through the work area also must be sealed. All HVAC system filters within air stream from the regulated area must be removed and placed in disposal bags for staging and eventual disposal as asbestos-contaminated waste.
5. Critical Barrier (General): The Contractor must seal all windows, doorways, corridor entrances, drains, ducts, grills, grates, diffusers, and other openings between the work area and uncontaminated areas outside of the work area including return air plenums, the outside of the building, tunnels, and crawl spaces with two layers of 6-mil, fire-retardant, polyethylene sheeting.
6. The Contractor shall decontaminate all movable objects within the work area using an HEPA-filtered vacuum and / or wet cleaning methods, as appropriate. After cleaning, objects shall be removed from the work area and carefully stored

in an uncontaminated location or shall be wrapped with polyethylene sheeting and sealed.

7. The Contractor shall pre-clean all fixed objects in the work area using HEPA-filtered vacuums and / or wet cleaning techniques, as appropriate. After pre-cleaning, the fixed objects shall be enclosed in 6-mil, fire-retardant, polyethylene sheeting and sealed securely in place.
8. The Contractor shall pre-clean all surfaces in the work area using HEPA-filtered vacuums and / or wet cleaning methods, as appropriate. No dust-raising methods such as dry sweeping or vacuuming with equipment not equipped with HEPA filters shall be used. ACM must not be disturbed during the pre-cleaning phase.

B. Enclosure Construction

1. The regulated work shall be separated from uncontaminated / occupied areas of the building by the construction of airtight barriers using two layers of 6-mil, fire-retardant, polyethylene sheeting in addition to the critical barriers described in previous sections.
2. Floors, walls, and ceilings within the work area shall be covered with sheeting as follows:
 - a. Floor sheeting shall extend at least 12 inches up and under the sidewall sheeting.
 - b. Additional layers of sheeting may be used as drop cloths on floors to aid in cleanup of removed materials.
 - c. Plastic shall be sized to minimize seams. If the floor area necessitates seams, successive layers of sheeting shall be staggered to reduce the potential for penetration of water to the flooring material. Seams must not be located at wall / floor joints.
 - d. Walls shall be covered with a minimum of two layers of sheeting.
 - e. Plastic shall be sized to minimize seams. Seams shall be staggered and separated by a distance of at least 2 feet.
 - f. Wall sheeting shall overlap floor sheeting by at least 12 inches beyond the wall / floor joint to provide a better seal against water damage and to maintain negative pressure.
 - g. Ceiling sheeting shall extend down over sidewall sheeting a minimum of 12 inches.
3. Method of attaching polyethylene sheeting shall be agreed to in advance by the Contractor and the Contractor's Subconsultant and selected to minimize equipment and surface damage.
4. Enclosures shall consist of an outer wall / floor / ceiling integral unit separate from the inner wall / floor integral unit such that the inner unit can be removed without altering the integrity of the outer barrier.

C. Decontamination Enclosure System

1. Worker Decontamination System
 - a. The worker decontamination enclosure system shall be provided at all locations where workers will enter or exit a regulated work area. At least one system at a single location for each contained work area is required. These systems may consist of existing rooms outside the work areas, if the layout is appropriate, that can be enclosed in plastic sheeting and are directly accessible from the work area. When this situation does not exist, enclosure systems may be constructed out of metal, wood, or plastic support as appropriate.

- b. The worker decontamination enclosure system shall consist of a clean room, a shower room, and equipment room, each separated from the others and from the regulated work area by airlocks. The enclosure shall be constructed of opaque sheeting to provide privacy for workers.
 - c. Exit from all decontamination enclosure system to non-regulated areas shall be through curtained doorways consisting of three sheets of overlapping polyethylene sheeting. The first sheet shall be secured at the top and left side, the subsequent sheets at the top and right side. Sheets shall have weights attached to the bottom to ensure that they hang straight and maintain a seal over the doorway when not used.
 - d. The clean room shall be sized to adequately accommodate the work crew. Shelves or similar substitutes for storing respirators and / or valuables also shall be provided in this area. Clean disposable clothing, replacement filters for respirators, towels, and other necessary items shall be provided in adequate supply in the clean room. A location for posting notices also shall be provided in this area. Lighting, heat, and electricity shall be provided as necessary for comfort. This space shall not be used for storage of tools, equipment, or materials (except as specifically designated) or as office space.
 - e. Shower room shall contain one or more showers as necessary to adequately accommodate workers. Each shower head shall be supplied with hot and cold water adjustable at the tap. The shower enclosure shall be constructed to ensure against any leakage.
 - f. An adequate supply of soap, shampoo, and towels shall be supplied by the abatement contractor and available at all times. Shower water shall be drained, collected, and filtered through a system with at least 1-micron particle size collection capability. A system containing a series of several filters with progressively smaller pore sizes shall be used. Filtered wastewater shall be discharged to a sanitary sewer, if permitted.
 - g. The equipment room shall be used for storage of equipment and tools at the end of a shift after they have been cleaned using an HEPA-filtered vacuum and / or wet cleaning techniques as appropriate. Replacement filters (sealed in containers until use) for HEPA vacuums and negative-pressure ventilation equipment, extra tools, containers of surfactant and other materials, and equipment that may be required during the abatement also may be stored here as needed. A disposal bag or a drum lined with a disposal bag shall be located in this room for collection of disposable clothing. Contaminated footwear (e.g., rubber boots and other reusable footwear) shall be stored in this area for reuse the following work day.
2. Equipment Decontamination / Waste Load-Out Enclosure System
- a. An equipment decontamination / waste load-out enclosure system shall be constructed for transfer of equipment and waste from inside to outside the regulated work area.
 - b. At a minimum, this system should have two totally enclosed chambers with entries and exits to each chamber sealed with air locks.
 - c. Gross debris shall be removed from contaminated items in the work area. Items shall then be transferred through an air lock into the first chamber for decontamination by wet cleaning methods and double bagged as required. Only decontaminated items shall be transferred from this chamber, through an air lock, and into the second clean chamber. Decontaminated (clean) items in the clean chamber may be transferred outside the isolated area.

- d. Workers should not use this passage as an entry to or exit from the work area. Workers must enter and exit through the three-stage worker decontamination system.

D. Establishment and Maintenance of Negative Pressure

1. Negative-pressure ventilation equipment shall be installed and utilized to provide a minimum of one air change in the work area every 15 minutes. Openings made in the enclosure system to accommodate these units shall be made airtight with tape and / or caulking as needed. If more than one unit is installed, the units should be turned on one at a time, checking wall barrier integrity for secure attachment and the need for additional reinforcement. The abatement contractor should provide an adequate power supply to satisfy the requirements of the ventilation units.
2. Negative-pressure ventilation units shall be exhausted to the outside of the building. Careful installation, air monitoring, and daily inspections shall be conducted.
3. The negative-pressure ventilation units must be operated continuously until final clearance is given. Maintenance or repair of units will require replacement with back-up units so the maintenance of negative pressure within the enclosure is not interrupted. Pre-filters and secondary or HEPA filters (as required) shall be changed and disposed of within the enclosure prior to requesting final clearance air monitoring.

E. Testing and Inspection of Enclosures

1. Following construction of all polyethylene barriers and decontamination system enclosures, overnight operation of the negative-pressure ventilation units shall be allowed to ensure that barriers will remain intact and secured to walls, ceilings, and fixtures before the beginning of actual abatement activities.
2. Once the containment barrier has been constructed and reinforced as necessary, with negative-pressure ventilation units operating as required, the Contractor's Subconsultant will inspect the enclosure for proper construction and negative-pressure ventilation requirements. This inspection will be required daily until final clearance.
3. A minimum pressure differential of minus 0.02 inch of water relative to adjacent unsealed areas must be maintained throughout the abatement activities.
4. A differential pressure monitor shall be employed by the Contractor to demonstrate that the work area remains under negative pressure throughout asbestos abatement readings; the differential pressure monitor shall have an adjustable set point, low differential pressure audible alarm, and a strip chart to allow continuous monitoring of the work site. The differential pressure monitor shall be located outside the work area and shall be readily accessible by the Contractor's Subconsultant.

F. Maintenance of Enclosure Systems

1. All enclosure systems shall be inspected by the abatement contractor at least twice daily, prior to the start of each day's abatement activities and following the completion of the day's abatement activities. The Contractor shall document inspections and observations in the daily project log.
2. Damage and defects in enclosure systems are to be repaired immediately upon discovery.
3. The Contractor shall HEPA vacuum or wet clean the decontamination enclosure systems at the end of each day of abatement activities.

G. Workplace Entry and Exit Procedures

1. All workers and authorized personnel shall enter the isolated work area through the worker decontamination enclosure system. Since decontamination systems are not mandatory in a tenting enclosure, worker entry and exit shall be through designated air locks in such areas.
2. All personnel who enter the isolated work area must sign the entry log, which will be located in the clean room, upon each entry and exit.
3. All personnel, before entering the isolated work area, shall read and be familiar with all posted regulations, personal protection requirements, workplace entry and exit procedures, and emergency procedures. A sign-off sheet shall be used to acknowledge that these have been reviewed and understood by all personnel prior to entry.
4. Personnel shall not eat, drink, smoke, or chew anything within a regulated work area.
5. All personnel shall proceed first to the clean room, remove all street clothes, and put on appropriate respiratory protection equipment (as deemed adequate for the job conditions), disposable coveralls, head coverings, and foot coverings. Clean respirators and protective clothing shall be provided and used by each person for each separate entry into the isolated work area.
6. Personnel wearing designated personal protective equipment shall proceed from the clean room through the shower and equipment room to the main work area.
7. Before leaving the work area, all personnel shall remove gross contamination from the outside of respirators, protective clothing, and equipment.
8. Personnel shall proceed to the equipment room, where they shall remove all protective equipment, except respirators, and deposit disposable clothing into appropriately labeled containers for disposal. Sampling equipment must be decontaminated in the equipment room and deposited in the clean room after showering. Reusable, contaminated footwear shall be stored in the equipment room when not in use in the isolated work area. Upon completion of abatement, reusable equipment shall be decontaminated or shall be disposed of as asbestos-contaminated waste.
9. Still wearing respirators, personnel shall proceed to the shower area, clean the outside of the respirators and the exposed face area under running water before removing respirator, then shower and shampoo to remove residual asbestos contamination. Various types of respirators will require slight modification of these procedures. A powered, air-purifying, respirator, face piece will have to be disconnected from the non-waterproof filter / power pack assembly upon entering the shower. A dual-cartridge respirator with a pre-filter or a filter respirator may be worn into the shower. Duct tape or shower shields may be used to seal the openings of cartridges to minimize the number of cartridge filters used per day. However, pre-filters must be replaced for each entry into the work area.
10. After showering and drying, personnel shall proceed to the clean room and put on street clothes.
11. These procedures shall be posted in the clean room and equipment room.

H. Asbestos Removal Procedures

1. All dusty and / or asbestos-contaminated surfaces and all ACM shall be wet with an amended water solution using equipment capable of providing a fine spray mist to reduce airborne fiber concentrations as the material is disturbed. The material shall be saturated but excessive water must not be allowed to accumulate in the work area. All removed material shall be kept wet enough to

- prevent fiber release until it can be containerized for disposal. High humidity shall be maintained in the work area by misting or spraying to facilitate fiber settling and reduce airborne concentrations. Wetting procedures, although not equally effective on all types of ACM, shall nevertheless be used in all cases.
2. Saturated ACM shall be removed in manageable sections. Removed material shall be containerized before moving to a new location for continuance of work. Surrounding surfaces in the work area shall be periodically sprayed and maintained in a wet condition until visible material is cleaned up.
 3. Drop sheets are recommended to further protect the containment floor and to reduce the time required for cleaning of the work area.
 4. All debris shall be cleaned up promptly to maintain minimal fiber counts, but shall at least be cleaned prior to workers leaving the work area (i.e., breaks, lunch, end of shift).
 5. On a daily basis, containerized waste shall be transferred from the work area to a lockable waste receptacle. At the direction of the Engineer, the abatement contractor shall, at any time, be required to remove existing accumulated contaminated material to the approved disposal site off the property.
- I. Cleanup Procedures and Visual Inspection
1. The Contractor must remove and containerize all visible accumulations of ACM and asbestos-contaminated debris.
 2. Containers (double disposal bags or bag-lined drums) shall be sealed when full. Bags shall not be overfilled. The bags should be securely sealed to prevent accidental opening and leakage by tying the tops of the bags in an overhand knot or by taping in gooseneck fashion. Bags should not be secured with wire or cord.
 3. After completion of all removal work, surfaces from which ACM has been removed shall be wet-brushed and sponged or cleaned by some equivalent method to remove all visible residue.
 4. The Contractor shall remove all containerized waste from the isolated work area.
 5. The Contractor shall decontaminate all tools and equipment by HEPA vacuuming and / or wet-wiping prior to removal from the work area, at the appropriate time in the cleaning sequence. Scraped surfaces should be visually inspected by the Contractor for visible debris and cleaned as necessary.
 6. The Contractor's Subconsultant shall inspect each work area for visible residue or bulk materials on abated surfaces. If any accumulation of residue is observed, the area shall be further cleaned and detailed.
- J. Encapsulation, Final Cleanup, and Visual Inspection
1. After the ACM has been completely abated and the work area rendered free of visible residues and satisfactorily inspected by the Contractor's Subconsultant, a thin coat of a non-hazardous encapsulating agent shall be applied to any surfaces in the work area which were not the subject of removal activities. In no event shall encapsulant be applied to any surface which was the subject of removal activities prior to obtaining satisfactory clearance air monitoring results. The Contractor should be certain that the encapsulant selected will permit good adhesion to construction materials to be encapsulated and to replacement materials.
 2. The Contractor will remove and bag the inner ceiling, walls, and floor of the enclosure when the encapsulation has been completed, disposing of same as asbestos-contaminated waste. A 12-hour settling period shall be allowed before preceding.

3. Second cleanup shall include the use of HEPA vacuums and wet-cleaning of all areas where residual dust or debris is evident on the outer enclosure layer. The Contractor shall remove and bag the outer enclosure layer. All tools, extraneous equipment, and bags of waste shall be decontaminated and removed from the enclosure by passing through the shower to the clean area. A 12-hour settling period shall be allowed before proceeding.
4. Final cleanup shall include HEPA vacuum and wet-cleaning of all surfaces within the regulated area. All negative air filtration unit pre-filters and secondary or HEPA filters shall be changed and disposed of at this time. Negative pressure must be maintained within the enclosure during these activities and until final clearance is attained. All HEPA vacuum contents shall likewise be emptied, bagged for disposal within the enclosure, and disposed prior to requesting final visual inspection and clearance air monitoring.
5. Following final cleanup activities, the Contractor's Subconsultant shall inspect the restricted work area for visible residue. If any accumulation of residue is observed, the work area shall be re-cleaned.
6. Following an acceptable visual inspection by the Contractor's Subconsultant, clearance air monitoring will be conducted within the work area. In no case will clearance air monitoring begin until at least 12 hours after wet cleaning has been completed, and no visible pools of water or condensation are present. See Section 3.9 for clearance air monitoring procedures and requirements necessary to release the regulated work area.

3.8 GLOVEBAG PROCEDURES

- A. As proposed by the abatement Contractor and as approved by the Contractor's Subconsultant.

3.9 CLEARANCE AIR MONITORING

- A. Negative-Pressure Enclosure Procedures
 1. Following the acceptable procedures post-abatement clearance air monitoring will be conducted.
 2. Clearance air monitoring is the final air monitoring conducted to verify that a regulated work area may be deregulated and that individuals may enter the area without wearing respiratory protection.
 3. Refer to Attachment A of this section for quantities of air sampling required.
 4. All samples collected within regulated areas shall indicate a concentration of less than 0.01 f / cc for all asbestos fibers for release of the regulated work area.
 5. Areas exceeding the clearance level shall be re-cleaned and re-tested until acceptable clearance levels are obtained. The cost for each re-cleaning and re-testing for each regulated area shall be borne by the Contractor.
 6. Following the satisfactory completion of clearance air monitoring, work area critical barriers shall be removed by the Contractor and properly disposed of as contaminated waste.

3.10 RE-ESTABLISHMENT OF WORK AREAS AND SYSTEMS

- A. Re-establishment of each work area shall occur only following the completion of all heretofore described procedures and after clearance air monitoring has been performed satisfactorily.

- B. A final visual inspection will be conducted by the Contractor's Subconsultant following the removal of the work area isolation barriers.

3.11 WASTE DISPOSAL PROCEDURES

A. General

1. Carefully load containerized waste on sealed registered and licensed trucks or other appropriate vehicles for transport. Exercise care before and during transport to ensure that no unauthorized persons have access to the material.
2. Do not store material bagged for disposal outside of the work area. Take bags from the work area directly to a polyethylene-lined, sealed truck or lockable dumpster.

B. Disposal of Asbestos-Containing Waste Material

1. Each shift workers shall enter the holding area from the outside and remove the containers accumulated in the holding area. These workers shall not enter the holding area without:
 - a. Putting on protective clothing and specified respiratory protection;
 - b. First determining that no one is in the cleanup room; and
 - c. Ensuring that the negative-pressure system is operational.
2. The outer bag or drum shall also have asbestos labels as required.
3. The containers are placed directly into a lockable dumpster or a secured drum storage area.
 - a. If a lockable dumpster is used, it shall be located outside the building in a location pre-approved by the Contractor's Subconsultant.
 - b. The dumpster or drums shall be removed, at a minimum, twice weekly.
 - c. Attach asbestos caution signs to the dumpster or secured storage area.
4. Carefully load waste into or onto appropriate vehicles for transport. Ensure that no unauthorized persons have access to the material before or during transport. The waste shall be loaded during the day.
5. Do not transport materials bagged for disposal on open trucks. Double-bagged material may be transported on open trucks if it is first loaded in sealed drums or otherwise suitably contained on the transport vehicle.
6. Advise the waste site operator, at least 24 hours in advance of transport, of the quantity of material to be delivered.
7. Transport, in accordance with state law, to the waste site and obtain signed receipts for all delivered material from the waste site operator and cosigned by the hauler.
8. Dispose of in accordance with the waste site operator's requirements and state and federal law.
9. If bags break within fiber or metal drums, the drums shall be considered contaminated and shall be disposed of with the bags. Otherwise, the drums may be reused. If bags break within a dumpster or truck, the unit shall be thoroughly washed down and wiped with amended water after any visible particles of asbestos have been removed and bagged. Worker protective equipment is required for personnel removing broken bags or otherwise decontaminating the dumpster or truck. If the operator of the approved waste disposal site has alternative established procedures for decontamination, they may be followed.
10. Bills of lading or manifests should be provided to the Engineer by the Contractor once the materials have been accepted and properly disposed of at the disposal

facility. The Contractor shall return signed copies of verification of proper disposal, dated no more than five days after disposal has occurred, to the Contractor's Subconsultant and the Engineer.

PART 4 - MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT

- A. No separate measurement will be made for work required under this section.

4.2 BASIS OF PAYMENT

- A. No separate payment will be made for work required under this section. All costs in connection therewith will be considered incidental to the work of this Contract and shall be distributed over the appropriate pay item(s) by the Contractor.

END OF SECTION

ATTACHMENT A

Table 1

AMBIENT AIR SAMPLING FOR WORK AREA ENCLOSURE OPERATIONS

Type of Sample	Type of Pump	Minimum Volume (liters)	Numbers of Samples / Area / 8-hr. Shift	General Comments
Pre-Removal				
Prior to Area Preparation (Baseline or Preliminary) and Pre-Abatement (Area Preparation)	H.V.	1,285	Min. 5 (In/out)	<p>Report to be entered in project log.</p> <p>Minimum 5 area samples inside and 5 area samples outside for each homogeneous area for preparation.</p> <p>One additional sample should be taken for every 5,000 sq. ft. above 25,000 sq. ft. of homogeneous floor space.</p> <p>When the number of rooms is greater than the required number of samples, a representative sample of rooms shall be selected.</p>
During Abatement				
Personnel Monitoring (Breathing Zone)	L.V.	Varies	Min. 1	One or more necessary to represent full shift exposure per each active work area or containment to monitor for Permissible Exposure Limit (PEL).
Inside Work Area Monitoring (Ambient)	L.V.	Varies	Min. 1	At each active work area or containment.

ATTACHMENT A

Table 1

AMBIENT AIR SAMPLING FOR WORK AREA ENCLOSURE OPERATIONS

Type of Sample	Type of Pump	Minimum Volume (liters)	Numbers of Samples / Area / 8-hr. Shift	General Comments
Ambient Monitoring Outside Active Area ^a	H.V.	1,285	2 Min. 1 1	Outside containment but within building within 10 feet of barrier or, if such areas do not exist, an additional exterior air sample must be taken. Outside work area within 10 feet of each entrance to decontamination enclosure (worker or waste). Exterior to building.
Negative Air Exhaust	H.V.	1,285	Min. 1	At each negative-pressure ventilation equipment exhaust.
Upon Completion of Abatement				
Final Clearance ^b	H.V.	1,285	Min. 5 In/out	Written final report. ^c During clearance air monitoring, negative air pressure equipment shall be operated at a maximum of two air changes per hour. ^c One additional sample should be taken for every 5,000 sq. ft. above 25,000 sq. ft. of homogeneous floor space. ^c Minimum five area samples inside and five

ATTACHMENT A

Table 1

AMBIENT AIR SAMPLING FOR WORK AREA ENCLOSURE OPERATIONS

Type of Sample	Type of Pump	Minimum Volume (liters)	Numbers of Samples / Area / 8-hr. Shift	General Comments
				<p>area samples outside for each homogeneous work area for clearance.^c</p> <p>When the number of rooms is greater than the required number of samples, a representative sample of rooms shall be selected.^c</p>

Key:

- ^a Where negative-ventilation exhaust ducts run through uncontaminated areas, one of these samples shall be taken in such an area.
- ^b Using aggressive air sampling techniques for interior samples.
- ^c To be performed for each homogeneous area.

Notes:

1. All volumes indicated apply to use of a 25-mm sample cassette.
2. H.V. - Volume Flow Rate of 5 to 12 liters per minute.
3. L.V. - Volume Flow Rate of 0.5 to 2.5 liters per minute.
4. All samples obtained will be shipped under a signed chain of custody to maintain quality control.
5. Final clearance air samples will be taken after abatement of ACM and visual inspection.
6. If any one clearance sample fails, additional sets of air samples will be taken in the recleaned areas until fiber concentration is below 0.01 fiber per cubic centimeter or background, whichever is greater, for each sample taken.

ATTACHMENT B
GLOSSARY OF TERMS

ACGIH - American Conference of Governmental Industrial Hygienists, 6500 Glenway Avenue Building D-5, Cincinnati, Ohio 45211.

AHERA - Asbestos Hazard Emergency Response Act.

AIHA - American Industrial Hygiene Association, 475 Wolf Ledges Parkway, Akron, Ohio 44311.

AIR LOCK - A system for permitting ingress or egress without permitting air movement between a contaminated area and an uncontaminated area, consisting of two curtained doorways at least three feet apart.

AIR MONITORING - The process of measuring the fiber content of a specific volume of air in a stated period of time.

AIR SAMPLING PROFESSIONAL (ASP) - The individual designated by the Engineer to perform the air sampling requirements specified herein.

AMENDED WATER - A water to which a surfactant has been added. Typically a 50/50 solution of polyoxyethylene ester and polyoxyethylene ether, added at a concentration of 1 ounce to 5 gallons of water.

ASBESTOS - The term asbestos includes chrysotile, amosite, crocidolite, tremolite, anthophyllite, and actinolite in any form.

ASBESTOS ABATEMENT - Procedures to control fiber release from asbestos- containing materials. Includes encapsulation, removal, and enclosure.

ASBESTOS-CONTAINING MATERIAL (ACM) - Material composed of asbestos of any type and in an amount greater than 1% by weight, either alone or mixed with other fibrous or nonfibrous materials.

AUTHORIZED VISITOR - The Authority (and any designated representative) or a representative of any regulatory agency having jurisdiction over the project.

CERTIFIED INDUSTRIAL HYGIENIST (CIH) - An industrial hygienist certified by the American Board of Industrial Hygiene.

CLEAN ROOM - An uncontaminated area or room that is part of the worker decontamination enclosure system, with provisions for storage of workers' street clothes and protective equipment.

COMPETENT PERSON - An individual who is capable of identifying existing asbestos, tremolite, anthophyllite, or actinolite hazards in the workplace and who has the authority to take prompt corrective action to eliminate them, as certified by EPA or equivalent course according to 29 CFR 1926.1101(k).

CURTAINED DOORWAY (S-LOCK) - A device to allow ingress or egress from one room to another while permitting minimal air movement between the rooms, typically constructed by placing three overlapping sheets of plastic sheeting over an existing or temporarily framed doorway, securing each along the top of the doorway, securing the vertical edge of the first sheet along one vertical side of the doorway, and securing the vertical edges of the subsequent sheets alternately along the opposite vertical side of the doorway. Two curtained doorways spaced a minimum of three feet apart form an air lock.

DECONTAMINATION ENCLOSURE SYSTEM - A series of connected rooms, with airlocks between any two adjacent rooms, for the decontamination of workers or of materials and equipment.

ENCAPSULANT (SEALANT) - A liquid material that can be applied to an asbestos-containing material or surface following asbestos removal, and that controls the possible release of asbestos fibers from the material either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant).

EPA - United States Environmental Protection Agency, 401 M Street S.W., Washington, DC 20460.

EQUIPMENT DECONTAMINATION ENCLOSURE SYSTEM - A decontamination enclosure system for material and equipment, typically consisting of a designated area of the work area, a washroom, a holding area, and an uncontaminated area.

EQUIPMENT ROOM (DIRTY ROOM) - A contaminated area or room that is part of the worker decontamination enclosure system, with provisions for storage of contaminated clothing and equipment.

FIXED OBJECT - A unit of equipment or furniture in the work area that cannot be removed from the work area.

GLOVEBAG - A polyethylene bag containing sealed sleeves with gloves and tool pouch that, when taped from the top to a section of pipe, consists of an integral airtight containment within which asbestos-containing pipe insulation may be removed without escape of contamination to the general surrounding airspace.

HEPA FILTER - A high-efficiency particulate air (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 microns in length.

HEPA VACUUM EQUIPMENT - High-efficiency particulate air (absolute) filtered vacuuming equipment with a filter system capable of collecting and retaining asbestos fibers. Filters should be of 99.97% efficiency for retaining fibers of 0.3 microns or larger.

HVAC - Heating, ventilation, and air conditioning system.

MOVABLE OBJECT - A unit of equipment or furniture in the work area that can be removed from the work area (e.g., smoke detectors, lights).

NEGATIVE PRESSURE - A local exhaust system capable of maintaining a minimum pressure differential of minus 0.02 inches of water column relative to adjacent unsealed areas.

NESHAP - The National Emission Standards for Hazardous Air Pollutants (40 CFR Part 61).

NIOSH - The National Institute for Occupational Safety and Health, CDC - NIOSH, Building J.N.E. Room 3007, Atlanta, Georgia 30333.

OSHA - The Occupational Safety and Health Administration, 200 Constitution Avenue, Washington, DC 20210.

PCM - Phase contrast microscopy.

REMOVAL - All herein-specified procedures necessary to strip asbestos-containing materials from the designated areas and to dispose of these materials at an acceptable site.

S-LOCK - See Curtained Doorway.

SHOWER ROOM - A room between the clean room and the equipment room in the worker decontamination enclosure system, with hot and cold adjustable at the tap water and soap, suitably arranged for complete showering during decontamination. The shower room comprises an air lock between contaminated and clean area.

SURFACTANT - A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.

TEM - Transmission electron microscopy.

WASHROOM - A room between the work area and the holding area in the equipment decontamination enclosure system, equipped with water for the decontamination of equipment and sealed waste containers.

WET CLEANING - The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning tools that have been dampened with water, and by afterwards disposing of these cleaning tools as asbestos-containing waste.

WORK AREA - An isolated area of the facility where removal activities are performed.

WORKER DECONTAMINATION ENCLOSURE SYSTEM - A decontamination enclosure system for workers, typically consisting of a clean room, a shower room, and an equipment room.

PART 1 - GENERAL**1.1 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to work of this Section.

1.2 SUMMARY:

- A. General: Provide site earthwork in accordance with the Contract Documents.
- B. Description of the System: The work includes, but is not limited to, labor, equipment, and material to complete the following:
 - 1. Excavation, filling, grading and subgrade preparation for final restoration.
 - 2. Excavation and backfilling for all foundations and demolition work not specifically designated to remain.
 - 3. Disposal, in accordance with the Contract Documents, of excess and waste materials (including oil contaminated soils).
 - a. Moisture content of $\pm 2\%$ does not constitute unacceptable soil.
 - 4. All site and selected basement slab drainage structures shall be repaired, brought to grade as required to provide for future maintenance associated with the water and soil remediation, cleaned and made functional as appropriate. Remaining sanitary sewer systems shall be reconfigured to convey drainage through an active storm sewer system as approved by the NYSDEC and the Town of Cheektowaga.
 - 5. Rough grade, seed, and mulch the finish graded soil.

1.3 SUBMITTALS

- A. Shop Drawings: Submit shop drawings to be reviewed by the Contractor's Subconsultant. Indicate earthwork procedures and sequences, including temporary retention structures and temporary de-watering systems, SWPPP, drainage system modifications, seed and mulch.
- B. Certificate: Before proceeding with the work, submit to the Contractor's Subconsultant one copy of certification in an acceptable form stating that careful examination has been made of the site, existing structures, records of utility lines, records of subsurface explorations and samples, and the Contract Documents.
- C. Soil Samples: Provide the Contractor's Subconsultant with representative samples of borrow and backfill materials to be used in the work. Inform Contractor's Subconsultant of material source(s) so Contractor's Subconsultant can examine and / or test, for verification of compliance. Submit samples at least two (2) weeks prior to using material on site.
- D. Test Reports - A single copy of daily site observation reports for all earthwork monitoring and tests will be furnished by the Contractor's Subconsultant to the Engineer and to the Contractor within 48 hours of performing observations and tests. The Contractor's Subconsultant will immediately notify the Contractor of work which does not conform to the Contract Documents.

- E. Material Certificates: Provide copies to the Contractor's Subconsultant and the Engineer of material certificates signed by the material producers and the Contractor, certifying that all materials meet or exceed specified requirements.

1.4 QUALITY CONTROL

- A. Codes and Standards: Except as modified by governing codes and by the Contract Documents, comply with the applicable provisions and recommendations of the latest editions of the following:
1. New York State Department of Transportation Standards
 2. New York State and Local Environmental Standards
 3. ANSI A10.2 "Safety Code for Building Construction"
 4. OSHA "Standards for Excavations" 29 CFR 1926.650.
 5. State and Federal Code requirements governing the disposal of waste materials and contaminated soils.

1.5 TESTING

- A. Contractor's Quality Control
1. The Contractor will perform all earthwork using personnel experienced in such operations, in a manner which will not interfere with or delay work of other trades.
 2. The Contractor is responsible for all additional observation and testing costs resulting as a consequence of faulty work:
 - a. Not in compliance with this specification.
 - b. Performed with improper supervision.
 - c. Performed without prior notice, or
 - d. Performed contrary to standard construction practice.
- B. Contractor's Subconsultant's Quality Assurance
1. The Contractor's Subconsultant will oversee testing and observation of work and materials during the earthwork operations.
 2. Testing and observation by the Contractor's Subconsultant does not relieve the Contractor of the responsibility for providing materials and construction procedures in compliance with the specified requirements.
 3. Borrow materials - analyze each type of borrow material as follows before acceptance and delivery of fill to the site. Any change in the source or quality of the material will require a new series of tests to determine acceptability. Borrow materials obtained from NYSDOT approved sources may have soundness and elongated particle testing requirements waived.
 - a. Particle size analysis of soils ASTM D-422, ASTM D-421, ASTM C-117, ASTM D-420 Recommended Practice.
 - b. Plasticity index determination ASTM D-4318.
 - c. Moisture-Density curve determination (ASTM D-1557) or relative density (ASTM D4253 or ASTM D4254) as specified above.
 - d. Soundness Test (ASTM C88)
 - e. Elongated particles (NYSDOT Standard Specifications, Section 304-2.02).
 4. The Contractor's Subconsultant is to be present full time during delivery and compaction of fill material. The Contractor's Subconsultant is responsible for observation, testing and recommendation for approval of all subgrades, fill material

and compaction. The Contractor shall not initiate placement of a subsequent lift without prior approval of Contractor's Subconsultant.

5. Compacted fill materials - perform the following tests on compacted fill materials:
 - a. In-place Density - ASTM D-2922
 - b. Moisture Content - ASTM D-3017
 - c. Refer to Part 3 - Execution - for additional testing agency requirements.

1.6 PROJECT CONDITIONS

- A. General: Examine the site, available drawings, and the records of existing utilities to determine all known conditions under which excavations will be made. All available site data are for information only and are not guaranteed to represent all conditions which will be encountered.
 1. Available records of utilities and construction (including underground construction) represent conditions existing at the time of record. Other construction, of which no records have been discovered, may be encountered.
 2. Formulate conclusions as to extent of demolition / construction and remove all material of any nature to the design subgrades indicated or hereinafter specified.
 - a. Should concealed obstacles of major consequence or other unknown conditions, etc. be encountered during demolition / construction, notify the Contractor's Subconsultant and the Engineer immediately to determine a course of action. Proceed with the excavation after receiving a written notice to proceed.
 - b. "Concealed obstacles" do not include those items reasonably indicated on surveys, soil reports, Utility Company, and City, County or other Public Agency Drawings.
- B. Existing Utilities
 1. Locate existing underground utilities in the area of the Work. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult the Contractor's Subconsultant and the Engineer immediately for directions.
 2. Provide adequate protection for aerial or underground utility lines noted to remain.
 3. Terminate all former utilities, with exception of the storm sewers, to the property line of the project site in accordance with the approval of the governing agencies prior to demolition activities
 4. Provide a temporary utility and drainage plan for review by the Contractor's Subconsultant. Do not interrupt existing utilities serving facilities occupied or used by the Owner or others during occupied hours without written permission to proceed by those affected. Provide a minimum of 48 hours advance written notice.
 5. Contractor will be responsible for repairing damaged utilities to the satisfaction of the Contractor's Subconsultant, Engineer and utility owner.
- C. Protection of Persons and Property
 1. Protect site features noted to remain against damage from equipment and vehicular traffic as required
 2. Barricade open excavations occurring as part of this work and post with warning lights. Operate warning lights during hours from dusk to dawn each day and as otherwise required
 3. In case of any damage caused in the performance of the Work, repair or remove and replace such damage to the satisfaction of, and without cost to, the Owner. Repair or

replace existing roads, walks, and curbs damaged during the project work to new condition, as directed by the Engineer.

- D. Establish and maintain required lines and grade elevations.
- E. Comply with NYSDOT Standards.
- F. Provide temporary barricades, warning lights and signs as required to protect the work and public safety.

PART 2 - PRODUCTS

2.1 GENERAL FILL AT DEMOLITION WORK

- A. Comply with NYSDOT Specifications for Unclassified Embankment Material at a maximum aggregate size of 6". See also SECTION 01010 - SUMMARY OF WORK.

PART 3 - EXECUTION

3.1 GENERAL

- A. Develop an approved SWPPP prior to all other work in this SECTION 02200 - EARTHWORK AND DRAINAGE.
- B. Complete all work in accordance NYSDOT Standard Specifications, Details on the Drawings and the following specifications.

3.2 EXCAVATION:

- A. Excavate to the lines and grades indicated. The subgrade areas shall be graded to a tolerance of $\pm 1"$. Grade to provide uniform slopes, free of mounds, ridges and depressions which may collect water or impede surface drainage. Create smooth curves at high and low points.

3.3 COLD WEATHER PROTECTION

- A. Protect the bottom of excavations against freezing when atmospheric temperature is less than 35 degrees F.

3.4 PROTECTION OF SUBGRADES

- A. Take precautions during final stages of excavation to preserve the undisturbed state of the natural soil at the proposed subgrade level. Such precautions may include, but not be limited to, keeping equipment off the final subgrade during the last several feet of excavation, and using excavating buckets without teeth.
- B. Protect the natural subgrades once final subgrade level has been reached, as ordered by the Contractor's Subconsultant. Carefully grade to prevent ponding of water, install temporary sumps.
- C. Failure to properly excavate and protect approved subgrades, resulting in additional excavation and approved backfill to attain a suitable subgrade in accordance with these Specifications, will be at the expense of the Contractor.

3.5 COMPACTION EQUIPMENT:

- A. General: Prior to placing any fill, demonstrate to the Contractor's Subconsultant that the compaction method or methods, and the equipment which is proposed for use, will provide the degrees of compaction hereinafter specified. It is the responsibility of the Contractor to select, furnish, and properly maintain equipment which will compact the subgrade and fill uniformly to the required densities.
 - 1. Comply with NYSDOT 203-3.12.
- B. Do not excavate to final subgrade or place fill until approved compaction equipment is on the site and in working condition.
- C. Maintain a smooth steel wheel roller with a rated capacity of 12 tons at the site at all times during earthwork operations. Use the roller to seal the surface of the fill at the close of each working day, and at other times when recommended by the Contractor's Subconsultant, to prevent infiltration of precipitation and surface water into the fill material. Grade must be shaped for positive drainage prior to rolling.

3.6 FILL AND BACKFILL

A. Preparation

- 1. Ground Surface Preparation: Remove vegetation, topsoil, debris, obstructions and deleterious materials from ground surface prior to placement of fills. Plow strip, or break-up sloped surfaces steeper than 1 vertical to 4 horizontal so that fill material will bond with existing surface.
- 2. When, as per NYSDOT, the existing ground surface is unstable, break up the ground surface, pulverize, moisture-condition to near optimum moisture content, and compact to the required depth and percentage of maximum density. Subgrades which cannot be stabilized in this manner must be undercut and replaced with controlled fill materials

B Placement of Fill Materials

- 1 Backfill excavations as promptly as work permits, but not until completion of the following
 - a Areas have been examined by the Contractor's Subconsultant and recommended for approval
 - b Observation, testing, approval and recording of locations of underground utilities.
 - c Removal of concrete
 - d Removal of shoring and bracing, and backfilling of voids with satisfactory materials
 - e Removal of trash and debris.
 - f Permanent or temporary horizontal bracing is in place on horizontally supported walls
- 2 Frost - Do not place any fill material when either the fill material or the previous lift or subgrade on which it is to be placed is frozen. In the event that the subgrade or any fill becomes frozen, scarify it to break up all frozen material, apply heat directly with propane burners to thaw the materials and re-compact or remove it before the next lift is placed. Remove or re-compact any soft areas resulting from frost before new fill is placed over the area.

3. Place backfill and fill materials in layers not more than 8" in loose depth for cohesive materials and 12" in loose depth for non-cohesive materials compacted by heavy compaction equipment, and not more than 4" in loose depth for cohesive materials and 6" in loose depth for non-cohesive material compacted by hand-operated tampers. All compaction equipment must be approved by the Contractor's Subconsultant, prior to use. Testing by the Contractor's Subconsultant will be used to evaluate if the lift thickness is appropriate for the equipment being used.
4. Place each layer of fill at a moisture content within ± 2 percent of the optimum moisture content as determined by ASTM-D-1557. Before compaction, moisten or aerate each layer as necessary to provide near optimum moisture content.
5. Place backfill and fill materials evenly adjacent to piping or conduit to required elevations. Take care to prevent displacement of piping or conduit by carrying material uniformly around structure, piping or conduit to approximately the same elevation in each lift.
6. Use extreme caution in the proximity of existing foundation walls and buildings. Use a manually operated portable compactor adjacent to foundation walls. The use of large self propelled equipment within 8' or a horizontal distance equal to the height of the wall, whichever is greater, is prohibited.
7. Where the depth of general fill or backfill will be greater than or equal to 36 inches, allow for a 30 day settlement period. At the end of this period or later, condition the soil to near optimum moisture content and re-density the top 6 inch layer to the specified density.
8. Do not route heavy construction equipment including loaded trucks over finished subgrade areas or compacted fill areas to avoid the adverse effects under the load of such equipment. Heavy equipment is expressly prohibited from approaching within 8 feet of backfilled foundation walls. The Contractor is responsible for the repair and / or replacement of any areas adversely affected by construction activities.

3.7 COMPACTION - DENSITY REQUIREMENTS

- A. Compact soil to not less than the following percentages of maximum density at optimum moisture content for soils which exhibit a well-defined moisture density relationship determined in accordance with ASTM D-1557, and not less than the following percentages of relative density, determined in accordance with ASTM D-4253 and ASTM D-4254 for soils which will not exhibit a well-defined moisture-density relationship. Perform all compaction in the presence of the Engineer.
- B. Compact the top 6" of subgrade and each layer of fill or backfill to at least the following densities
 1. 90% maximum dry density or 70% relative density.
- C. Remove and re-compact any lift or portion thereof which is not compacted in accordance with the Specifications. Perform work to the satisfaction of the Contractor's Subconsultant. Allow each lift to be tested and approved before placing subsequent lifts.

3.8 GRADING

- A. General. Uniformly grade the areas within the limits of project, including adjacent transition areas. Smooth the finished surface within specified tolerance. Provide uniform levels or slopes between points where elevations are indicated, or between such points and existing finished grades. Provide a smooth transition between abrupt changes in

slope. Contours and slopes throughout the project limits shall not be steeper than a 4:1 slope.

- B. Compaction: After grading, compact subgrade surfaces to the depth and indicated percentage of maximum or relative density.

3.9 MAINTENANCE:

- A. Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.
- B. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, re-shape, and compact to required density prior to further construction.
- C. Settling: Where settling is measurable or observable at excavated areas during general project warranty period, remove surface (pavement, lawn or other finish), add backfill material, compact, and replace surface treatment. Restore appearance, quality and condition of surface of finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.10 DISPOSAL OF UNSUITABLE AND EXCESS EXCAVATED MATERIAL

- A. Remove from site and dispose of excavated materials unsuitable for fill and / or backfill.
- B. Place excess excavated materials suitable for fill and / or backfill on site where directed.
- C. Remove and dispose of any excess excavated materials suitable for fill and / or backfill after all fill and backfill operations have been completed in accordance with SECTION 01010 - SUMMARY OF WORK and only at the direction of the Engineer.
- D. Segregate all excavated contaminated soil designated by the Contractor's Subconsultant from all other excavated soils, and stockpile on site on two (2) 6 mil polyethylene sheets with a polyethylene cover. A designated area shall be selected for this purpose. Dispose of excavated contaminated material in accordance with State and Local requirements.

3.11 SITE DRAINAGE

- A. Existing site drainage system shall be cleaned, repaired to functional condition, and adjusted to finished grades. Site grading and adjustments to the drainage system are to be performed by the Contractor to preclude the ponding of surface water and runoff exiting the project site.
 - 1. The Contractor shall prepare an "as-built" drawing of the project site drainage systems and submit it to the Engineer prior to close-out of the contract. The drawing shall identify locations of manholes and clean-outs, grate and invert grades, pipe sizes and type, and other available and pertinent information, including the locations of the remaining main floor slabs and the drainage system contained therein.

3.12 CLEANING

- A. Upon completion of earthwork operations, clean areas within contract limits, remove tools and equipment. Provide site clear, clean, free of debris, and suitable for subsequent construction operations.

PART 4 - MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT

- A. No separate measurement will be made for work required under this section.

4.2 BASIS OF PAYMENT

- A. No separate payment will be made for work required under this section. All costs in connection therewith will be considered incidental to the work of this Contract and shall be distributed over the appropriate pay item(s) by the Contractor.

END OF SECTION

PART 1 - GENERAL**1.1 SECTION INCLUDES**

- A. Provide all labor, equipment and materials to furnish and install fences and gates where shown on the drawings.

1.2 RELATED REQUIREMENTS SPECIFIED ELSEWHERE:

- A. Summary of Work: Section 01010
- B. Submittals: Section 01300

1.3 SUBMITTALS

- A. General: Submit the following in accordance with Division 1 specification sections.
 - 1. Product data for fences and gates.
 - a. Manufacturer's construction details relative to materials.
 - b. Profiles and dimensions of individual components including anchors, grounds, and reinforcement.
 - c. Finishes
 - d. Installation recommendations.

1.4 QUALITY ASSURANCE

- A. Manufacturer: A company specializing in the manufacture of the type of fence and gates specified and with a minimum of seven (7) years experience.
- B. Installer: A minimum of three (3) years experience installing similar type fence and gates specified.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Store products upright in the original shipping containers, covered, ventilated and protected from all weather conditions.

1.6 WARRANTY

- A. Warranty: Submit a written warranty, executed by the manufacturer, agreeing to repair or replace units that fail in materials or workmanship within the specified warranty period. Failures include, but are not necessarily limited to:
 - 1. Structural failures including excessive deflection.
 - 2. Deterioration of metals, metal finishes and other materials beyond normal weathering.
- B. Warranty Period: 5 years after "Final Acceptance" of the project.
 - 1. The warranty shall not deprive the NFTA of other rights or remedies the NFTA may have under other provisions of the Contract Documents, and is in addition to and run concurrent with other warranties made by the Contractor under requirements of the Contract Documents.

PART 2 - PRODUCTS**2.1 MATERIALS**

- A. Standard security chain link fence and gates, 6 feet high.
 - 1. Fencing and fabric: 9 gauge galvanized steel fencing and fabric with 2" mesh.
 - 2. Accessories: Round or square end, corner, and pull posts, line posts, gate posts (with standard tops for all posts), top rail, tension bars, truss rods, security drop bars, double gate latches (pad lockable from both sides) with strike straps, and gate hold backs.
 - 3. Gates: 180° swing type with perimeter frame.

PART 3 - EXECUTION**3.1 INSTALLATION**

- A. Install materials in accordance with manufacturer's instructions and approved submittals. Install materials in proper relation with adjacent construction and with uniform appearance. Coordinate with work of other sections.
- B. Restore or replace damaged components. Clean and protect work from damage.

PART 4 - MEASUREMENT AND PAYMENT**4.1 METHOD OF MEASUREMENT**

- A. No separate measurement will be made for work required under this section.

4.2 BASIS OF PAYMENT

- A. No separate payment will be made for work required under this section. All costs in connection therewith will be considered incidental to the work of this Contract and shall be distributed over the appropriate pay item(s) by the Contractor.

END OF SECTION

BNIA - Demolition of the Buffalo Airport Center
NFTA Project No. 19GG9014

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Accessing the Site for Bid Preparation

NFTA contact for questions on Bid Documents - Harold Matuszak, Manager, Engineering

Location: Metro Transportation Center (MTC)
181 Ellicott Street
Buffalo, N.Y. 14203

Telephone No. (716) 855 7383
Fax No. (716) 855 7447
E-mail - matuszak@nfta.buffnet.net

NFTA contact for access to site - Paul Pfeiffer, Engineering Resident Engineer

Location: Engineering Field Office
251 Cayuga Road
Cheektowaga, N.Y. 14225

Telephone No. (716) 630 6065
Pager No. (716) 653 2275
Fax No. (716) 632 6128

Procedure for accessing the site:

- It is requested that all individuals desiring access to the project site for the purpose of bid preparation sign in and out with Paul Pfeiffer at the Engineering Field Office at 251 Cayuga Road.
- Paul will unlock and lock various gates and doors for access.
- Generally, site access will be available between 7:00 a.m. to 3:00 p.m. Monday through Friday of each week, starting January 7, 1999, through February 8, 1999. Note that January 18, 1999, is an NFTA Holiday.
- Individuals accessing the site must understand that the facility is vacant with no active utilities. Therefore, without light and heat the facilities are dark and dangerous with possible ice patches and pits filled with water. It is also recommended that individuals possess a form of communications and identify same on the sign in sheet with Paul Pfeiffer.
- The Bid Documents on page 2 states that miscellaneous structural, mechanical, and HVAC drawings dating back to the 1940's are available for review at the MTC. These drawings have been transferred to the Engineering Field Office at 251 Cayuga Road. They are available "for information only" and do not form part of the 'Contract Documents'.



NIAGARA FRONTIER TRANSPORTATION AUTHORITY

ADDENDUM NO. 2 - January 25, 1999

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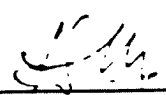
JAN 26 1999

Project: Niagara Frontier Transportation Authority
Demolition of the Buffalo Airport Center
NFTA Project No. 19GG9014
Bid No. E-241

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REL UNREL

Please replace the following enclosed revised pages in your bid documents and acknowledge receipt of Addendum No. 2 in your bid proposal. Thank you.

Page 135
Page 01010-3 through 01010-7
Page 02060-3 through 02060-5
Page 02200-3 through 02200-8



Harold W. Matuszak
Manager, Engineering



NIAGARA FRONTIER TRANSPORTATION AUTHORITY

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JAN 25 1999

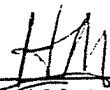
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ADDENDUM NO. 1 - January 11, 1999

Project: Niagara Frontier Transportation Authority
Demolition of the Buffalo Airport Center
NFTA Project No. 19GG9014
Bid No. E-241

Please replace the following enclosed **revised** pages and drawing in your bid documents and acknowledge receipt of Addendum No. 1 in your bid proposal. Thank you.

Page 1
Page 2
Page 18
Page 19
Page 131
Page 132
Page 133
Page 134
Page 135
Page 02071-3
Page 02071-4
Drawing #1 - BNIA Demolition of Buffalo Airport Center Site Plan



Harold Matuszak
Manager, Engineering

DEMOLITION OF THE BUFFALO AIRPORT CENTER

PRE-BID MEETING

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1.21.99 @ 11:00

NAME	Company	JAN 26 1999 NYSDEC - REG. 9 FOIL REL UNREL	TELEPHONE
KAROL MATUSZAK	NFTA		716.855.7383
SW SCHWARTZ	RE PIERSON		609-723-2703
GARY GARIPPO	LEADER ENVIRONMENTAL INC		716.565.0963
KIRK KOMASARA	WCE CORP.		716 775 3335
Martha Black	Grace Industries		716 639-0832
Ron Chalk	Grace Industries		610 831-4100 716-285-0206
EDISON M.T. TERSANT	CLARK RIGGING & RENTAL		716 285-6305
B. Masterson	ASMAN		401-247-2426
Carl Giarrano	DEMCO		716-674-0883
COLEEN STRASSER	BFI of NORTH AMERICA		716-614-3338
RON BALL	BFI waste Systems		716-614-3383
PAT Hughes	USA Remediation Ser.		315-737-8827
Mike Brockway	"		"
MIKE FORTIEL	ABSCODE ENVIR		315-697-8437
SECT BRADY	SCS GROUP		716-282-0375
SECT LOOMIS	SCS Group		716 282 0375
RAY R. KUBLER	ONTARIO SPECIALTY CONTRACTING.		(716) 856-3333 FAX (716) 842-1630
Patricia CALAHAN	DEMCO		716-674-0883 / 0883 FAX
Mike Remon	A&D		330 244 0808 / 3213 FAX
Justin Schopp	National Environmental		812-339-9000 331 5235 FAX
Jim McIndoo	"		- 11
AUL SUZZI	THE ENVIRONMENTAL SERV. GROUP		716-695-6728
JIM WEHNER	Green Environment Spec		716-298-5297
SEIDER	GREEN ENVIRONMENTAL SERV.		716 685-2300
Barry M. Conner	CTS Const		716-668-4444
			716 822-0000

(2)

NAME	COMPANY	TELEPHONE
STEVE TORRES	DIAMOND DISMANTLING	313-571-3300
Bhuresh Karmas	ISS	716-568-9066
LOPEZ FERNANDEZ	DIAMOND DISMANTLING	313 571 3300
ROBERT KOWALCZYK	L. ROBERT KIMBLE & ASSOC.	(814) 472-7700
JUAN SALGUERO		
VINCE ARCADIS	DEPEW DEUL	716 685 1610
STEVE CRAIG	SESSLER WRECKING	315 539 8222
Larry Grasso	Waste Management, Inc.	716 - 754 - 0299
Michael P. Ciarabba	CWM, MOEL CITY, NY	716 - 754 - 0378
TONY BOAMI	LEIS ENTERPRISES	716-883-0831
Craig Sessler	Sessler Wrecking	315 432 2222
Don	W. CONSULT.	716-671-2253
Frank DeSignore	Clough Herban Engineers	716-847-6310
Sam	D.P. 2 Coors	892-1097
BRUCE BOGA	OBrien/Kretschy	631-9482
MARK SEIDER	CLONGH, HARBOR & ASSOC.	(716) 847-6310
Timmy JERGE	ARIA	(716) 667-9074
Paul Jaffe	CEVA	(716) 883-5702
X Paul BURGER	CLIFF-LEE, INC.	(716) 773-7625
Paul Bomba	Clean Harbors	518-434-0140
Tom		800-282-0058
Bernie DIPIZIO	D. PIZIO INDUST	542-1097
DALE MOELLER	PARSONS BRINCKERHOFF	716 353 1220
DON BRILLAR	TRI STAR	770 232 0550
Joe	Dorson Equipment	716-542-3864
Michael Fazio	CEDAR Wrecking & Salvage	716-629-0913

<u>NAME</u>	<u>Company</u>	<u>TELEPHONE</u>
ANN BURLE	IT	716-6938800
Jeff Cagle	IT	Fax 6095226404
Sid Archinal	IT	
Chuck Torsler	Trojan's Corp	718-452-0346
Greg Tins	Trojan's Corp	718-452-5346
Don Walzer	MARCOR	716-447-0700
DAN HOFFNER	CIMINELLI	716-447-5684
SCOTT MCONE	URS GREINER	716-856-5636
PETE GORTON	PANAMERICAN ENVIRONMENTAL	716-685-4198
DAVID P. SINCLAIR	CONTROLLED DEMOLITION GROUP	443-2534632
Andrew J. McHellan	UNYSTE ENV. SPECIALIST	
JEFF TURZILLO	LABOR local 210	716-884-9545
Grabe Rosetti	LABORERS local 210	716-884-9545
WILLIAM A. GAUDAY	GAUDAY TECHNICAL SERVICES	(716) 625-6895
Jim IAGRA	E-CR	(617) 265-2551
Sam DeFrank	CWC	716-874-0094
Terrell Henry Jr	IUOE 17	675-4544
Dick DePasquale	NFTA	855-7679

BID FORMS

RECEIVED

JAN 25 1999

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REL UNREL

ITEMIZED PROPOSAL

NIAGARA FRONTIER TRANSPORTATION AUTHORITY
P.O. BOX 5008 - 181 ELLICOTT STREET
BUFFALO, NEW YORK 14205

Re: **Demolition of the Buffalo Airport Center**
NFTA Project No. 19GG9014

Gentlemen:

We have received, carefully examined and are familiar with the Contract Documents for the above-noted contract and have received the following addenda:

Addendum No. _____, Dated _____ Addendum No. _____, Dated _____

Addendum No. _____, Dated _____ Addendum No. _____, Dated _____

and have included the cost of their provisions in our bid. We understand that it is our responsibility to satisfy ourselves that we have obtained a complete set of the Contract Documents including all addenda. We have carefully examined, are familiar with and do accept the conditions of the job site and other conditions affecting the work and agree that this bid shall remain open for a period of 60 days.

The undersigned hereby agrees that:

We will execute within three (3) calendar days after Notice of Intent to Award an Agreement to perform the work for the compensation stipulated hereinafter and within the same time period, furnish and deliver a Performance Bond and a Labor and Material Payment Bond each in a form and with a surety or sureties acceptable to the Authority. Each bond will be in an amount equal to 100% of the Total "Lump Sum" Bid Price. We will concurrently furnish and deliver all Certificates of Insurance as required in the General Conditions.

We submit the attached documents and our Bid Security * in the amount of not less than 10% of the Total "Lump Sum" Bid Price and agree that these documents are part of our bid. Should we be awarded a contract on the basis of this bid, we will furnish and install all products, furnish all services, labor, construction tools, equipment, supplies and transportation; and do the work all in accordance with the Contract Documents for the following prices:

* Bid Security is only required when the base bid exceeds \$50,000.00.

In witness whereof, the Bidder(s) hereto has (have) executed this Itemized Proposal, this _____ day of _____, 19__.

Bidder(s) Name _____
(Print)

Bidder(s) Mailing Address _____

TOTAL "LUMP SUM" BID PRICE written in words:

_____ Dollars

Name and Title of Bidder's Chief Executive Officer

By: _____
(Signature of Authorized Representative of Bidder)

(Name and Title)

Corporate Seal:

It is requested that each Bidder submit documentation and qualifications with their bid demonstrating that it has the technical, financial and construction capabilities to perform the Work. Reference contacts and phone numbers are also requested.

ACKNOWLEDGMENT OF PRINCIPAL - IF CORPORATION

STATE OF)
COUNTY OF) SS:

On this _____ day of _____, 19__, before me personally came and appeared _____, to me known, who, being duly sworn, did depose and say that he / she resides at _____, that he / she is the _____ of _____,

the corporation described in and which executed the foregoing instrument, that he/she knows the seal of said corporation, that one of the impressions affixed to said instrument is an impression of such seal, that it was so affixed by order of the directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL - IF A PARTNERSHIP

STATE OF)
COUNTY OF) SS:

On this _____ day of _____, 19__, before me personally came _____, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he / she is a member of the firm of _____, a partnership, and that he / she executed the foregoing instrument in the firm name of _____ and that he / she had authority to sign the same, and he / she acknowledged to me that he / she executed the same as the act and deed of said firm for the uses and purposes therein attached.

Notary Public

ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF)
COUNTY OF) SS:

On this _____ day of _____, 19__, before me the subscriber, personally came _____, to me known, who being by me duly sworn, did depose and say that he / she executed the foregoing instrument.

Notary Public

PROPOSED SUBCONSULTANT / SUBCONTRACTOR INFORMATION

Name and Address	'Scope of Work'	Dollar Amount of Bid Assigned To Proposed Subconsultant / Subcontractor	NFTA Certified DBE Yes or No

BID FORMS

JOINT VENTURE STATEMENT

STATE OF _____)
COUNTY OF _____)

SS:

We, the undersigned, being duly sworn according to law, upon our respective oaths depose and say that:

1. The following named Contractors have entered into a Joint Venture for the purpose of carrying out all the provisions of Contract No. _____:

- (a) _____
() An Individual
() A Partnership
() A Corporation
- (b) _____
() An Individual
() A Partnership
() A Corporation
- (c) _____
() An Individual
() A Partnership
() A Corporation

2. The Contractors, under whose name we have affixed our respective signatures, have duly authorized and empowered us to execute this Joint Venture Statement in the name of and on behalf of such Contractors for the purpose hereinbefore stated.
3. Under the provisions of such Joint Venture, the assets of each of the Contractors named in Paragraph 1 hereof, and in case any Contractor so named above is a partnership the assets of the individual members of such partnership, will be available for the performance of such Joint Venture and liable therefor and for all obligations incurred in connection therewith.
4. This Joint Venture Statement is executed so that the named Contractors, as one organization, may under such Joint Venture bid upon said Agreement and be awarded the Agreement if they should become the successful bidder thereof. Any bid bond and agreement relating to said Contractor shall be executed by any of the undersigned and when so executed, shall bind this Joint Venture and each and every Contractor named herein, severally and jointly. Simultaneous with the execution of the Agreement, the Contractors entering into this Joint Venture shall designate and appoint a Project Supervisor to act as their true and lawful agent with full power and authority to do and perform any and all acts or things necessary to carry out the work set forth in said Agreement.

5. We bind the Contractor for whom we respectively execute this Joint Venture Statement in firm agreement with the Niagara Frontier Transportation Authority that each of the representations herein set forth is true.

Subscribed and sworn to before me, (a) _____

(Name of Contractor)

this ____ day of _____, 19__

My commission expires _____. By: _____ (L.S.)

(Print Name)

Notary Public

Subscribed and sworn to before me, (b) _____

(Name of Contractor)

this ____ day of _____, 19__

My commission expires _____. By: _____ L.S.)

(Print Name)

Notary Public

Subscribed and sworn to before me, (c) _____

(Name of Contractor)

this ____ day of _____, 19__

My commission expires _____. By: _____ (L.S.)

(Print Name)

Notary Public

BID FORMS

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/her knowledge and belief:

- (1) The prices in this bid have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor, and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Individual Signature

Resolved that _____

(Name of Individual)

be authorized to sign and submit the bid or proposal of this corporation for the following projects: Any bid or proposal to a public authority or political subdivision and to include in such bid or proposal the certificate as to non-collusion required by Section 2878 of the Public Authorities Law, as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____

_____ corporation at a meeting of its Board of Directors, held on the _____ day of _____, 199____, and is still in full force and effect.

(SEAL OF CORPORATION) _____ (L.S.)

Title

BID FORMS

CONTRACTOR'S CERTIFICATION OF NON-SEGREGATED FACILITIES

The federally assisted construction contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit employees to perform services at any location, under its control, where segregated facilities are maintained. The federally assisted construction contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform services at any location, under its control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurants and other eating area, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not except from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

The above information is true and complete to the best of my knowledge.

Name and Title (Please Type)

_____ Date _____

Signature

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

The bidder certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this bid that it will include this clause without modification in all lower tier transactions, solicitations, bids, proposals, contracts, and subcontracts. Where the bidder/offer/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

That, the information above is true and complete to the best of my knowledge.

Name and Title (please print)

Signature

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

BUY AMERICAN CERTIFICATE

By submitting a bid under this solicitation, except for those items listed by the offeror below or on a separate and clearly identified attachment to this bid, the offeror certifies that steel and each manufactured product, is produced in the United States (as defined in the clause Buy American - Steel and Manufactured Products or Buy American - Steel and Manufactured Products For Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

Lists of articles, materials, and supplies excepted from this provision are included in Article 70 of the General Conditions.

PRODUCT

COUNTY OF ORIGIN

SECURITY FORMS

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned _____ as
Principal, and _____ as Surety, a
Corporation authorized to guarantee the performance of contracts and to do business in the
State of New York, ARE HELD AND FIRMLY BOUND UNTO THE Niagara Frontier
Transportation Authority (Authority) in the penal sum of
_____ Dollars (\$ _____),
to be paid to the said Authority, for the payment of which sum, well and truly to be made, we
bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the said Principal has herewith presented a proposal in writing to the
Niagara Frontier Transportation Authority, for _____ in accordance with Bid
_____ Documents prepared under the direction of the Authority.

NOW, THEREFORE, if the Authority shall accept the bid of the Principal and the
Principal shall enter into a Contract with the Authority in accordance with the terms of such bid,
and give such bond or bonds as may be specified in the Contract Documents with good and
sufficient surety for the faithful performance of such Contract and for the prompt payment of
labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the
Authority the difference not to exceed the penalty hereof between the amount specified in said
bid and such larger amount for which the Authority may in good faith contract with another
party to perform the Work covered by said bid, then this obligation shall be null and void,
otherwise to remain in full force and effect.

SIGNED this ____ day of _____ 19__

Principal

BY: _____

Surety

BY: _____

ACKNOWLEDGMENT OF PRINCIPAL - IF A CORPORATION *

STATE OF) SS:
COUNTY OF)

On this ____ day of _____, 19__, before me personally came and appeared to me known, who, being duly sworn, did depose and say that he / she resides at _____, that he / she is the _____ of the corporation described in and which executed the foregoing Instrument; that he / she knows the seal of said corporation, that one of the impressions affixed to said Instrument is an impression of such seal; that it was so affixed by order of the directors of said corporation, and that he / she signed his / her name thereto by like order.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL - IF AN INDIVIDUAL *

STATE OF) SS:
COUNTY OF)

On this ____ day of _____, 19__, before me personally came and appeared to me known, who being by me duly sworn, did depose and say that he / she resides at _____ and that he / she executed the foregoing Instrument.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP *

STATE OF) SS:
COUNTY OF)

On this ____ day of _____, 19__, before me personally came _____, to me known and known to me to be one of the members of the firm of _____, the partnership described in the instrument and he / she acknowledged to me that he / she executed the instrument on behalf of the partnership.

Notary Public

* If bidder is a joint venture each participant must execute the Bond and have said execution appropriately acknowledged.

SURETY ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF) SS:

On this _____ day of _____, 199_, before me personally came
_____ and appeared to me known, who being by me duly sworn, did depose and say that he / she
resides at _____
that he / she is the _____ of

_____ the corporation described in and which executed the foregoing Instrument that he/she knows
the seal of said corporation, that one of the impressions affixed to said Instrument is an
impression of such seal; that it was so affixed by order of the directors of said corporation, and
that he / she signed his / her name thereto by like order.

(SEAL)

Notary Public

Community Air Monitoring Plan

Real-time air monitoring, for volatile compounds and particulate levels at the perimeter of the work area is necessary. The plan must include the following:

- Volatile organic compounds must be monitored at the downwind perimeter of the work area on a continuous basis. If total organic vapor levels exceed 5 ppm above background, work activities must be halted and monitoring continued under the provisions of a Vapor Emission Response Plan. All readings must be recorded and be available for State (DEC & DOH) personnel to review.
- Particulates should be continuously monitored upwind, downwind and within the work area at temporary particulate monitoring stations. If the downwind particulate level is 150 ug/m³ greater than the upwind particulate level, then dust suppression techniques must be employed. All readings must be recorded and be available for State (DEC & DOH) personnel, to review.

Vapor Emission Response Plan

If the ambient air concentration of organic vapors exceeds 5 ppm above background at the perimeter of tire work area, activities will be halted and monitoring continued. If the organic vapor level decreases below 5 ppm above background, work activities can resume. If the organic vapor levels are greater than 5 ppm over background but less than 25 ppm over background at the perimeter of the work area, activities can resume provided:

- the organic vapor level 200 ft. downwind of the work area or half the distance to the nearest residential or commercial structure, whichever is less, is below 5 ppm over background.

If the organic vapor level is above 25 ppm at the perimeter of the work area, activities must be shutdown. When work shutdown occurs, downwind air monitoring as directed by the Safety Officer will be implemented to ensure that vapor emission does not impact the nearest residential or commercial structure at levels exceeding those specified in the Major Vapor Emission section.

Community Air Monitoring Plan

Major Vapor Emission

If any organic levels greater than 5 ppm over background are identified 200 feet downwind from the work area or half the distance to the nearest residential or commercial property, whichever is less, all work activities must be halted.

If, following the cessation of the work activities, or as the result of an emergency, organic levels persist above 5 ppm above background 200 feet downwind or half the distance to the nearest residential or commercial property from the work area, then the air quality must be monitored within 20 feet of the perimeter of the nearest residential or commercial structure (20 Foot Zone).

If efforts to abate the emission source are unsuccessful and if the following levels persist for more than 30 minutes in the 20 Foot Zone, then the Major Vapor Emission Response Plan shall automatically be placed into effect;

- if organic vapor levels are approaching 5 ppm above background.

However, the Major Vapor Emission Response Plan shall be immediately placed into effect if organic vapor levels are greater than 10 ppm above background.

Major Vapor Emission Response Plan

Upon activation, the following activities will be undertaken:

1. All Emergency Response Contacts as listed in the Health and Safety Plan of the Work Plan will go into effect.
2. The local police authorities will immediately be contacted by the Safety Officer and advised of the situation.
3. Frequent air monitoring will be conducted at 30 minutes intervals within the 20 Foot Zone. If two successive readings below action levels are measured, air monitoring may be halted or modified by the Safety Officer.